

MURFREESBORO CITY COUNCIL
AGENDA

September 22, 2016

7:00 p.m.

Council Chambers

PRAYER

MR. EDDIE SMOTHERMAN

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Assistant Transportation Director: State Contract 75UROP-S3-009 for Operations Assistance (UROP) with Tennessee Department of Transportation for Provision of Transit Services for FY 2017.
- B. Consider recommendations of the City Recorder/Finance Director: State CT-0253 Form for the 2016 Series-B Refunding Bond Issue.
- C. Consider recommendations of the Solid Waste Director: Procurement of Toter 96-Gallon EVR Universal Carts, Model 76596 from Toter LLC's National Intergovernmental Purchasing Alliance Company Master Agreement No. 120576-01 awarded by City of Tucson, AZ for the Solid Waste Department.
- D. Consider recommendations of the Fire & Rescue Chief:
 - a. Request for Method of Approving RFCSP for 100' Aerial Platform.
 - b. Request for Method of Approving RFCSP for Call Taker Protocol & Quality Assurance Software.
 - c. Request for Method of Approving RFCSP for Fire Station Alerting Systems.
 - d. Approval of One-Year Extension of the Fire Suppression Contract with the York Veterans Administration.
- E. Consider recommendations of the Principal Planner: Mandatory Referral [2015-724] for abandonment of a MWSD sanitary sewer easement on Lot 3 of the Waterstone Subdivision; Matthew Taylor, applicant.
- F. Consider recommendations of the Community Development Grant Coordinator: Use of funds through the Community Development Affordable Housing Assistance Program for 1745 North Cove.
- G. Consider requests to hang a banner across East Main Street:
 - a. MTSU Theater: October 24-28, 2016 (Event: Peter Pan).
 - b. Exchange Club of Murfreesboro: April 1-11, 2017 (Event: "Prevention of Child Abuse Month").

Minutes

2. A. August 18, 2016 - Regular Meeting.
- B. August 22, 2016 - Special Meeting (Retreat).
- C. August 24, 2016 - Special Meeting (Murfreesboro 2035 Comprehensive Plan).
- D. August 25, 2016 - Regular Meeting.
- E. September 1, 2016 - Special Meeting (Public Comment).
- F. September 1, 2016 - Regular Meeting.
- G. September 12, 2016 - Special Meeting (Retreat).

Second Readings

3. Consider for passage on second and final reading ORDINANCE 16-OZ-36 to rezone an area located along Armstrong Valley Road to Single-Family Residential Eight (RS-8) District [2016-428].

New Business

4. Consider for approval a renewal of Certificate of Compliance for a Retail Liquor Store for Barbara Hutson Fry and A. Curtis Hutson, Jr. at Bubba's Wine & Liquors, 2510 S. Church Street.
5. A. Pursuant to RESOLUTION 16-R-PH-39.1 adopted by the City Council on August 18, 2016, conduct a public hearing to consider a proposed amendment to rezone approximately 10.3 acres located along North Thompson Lane and Wilkinson Pike from Single-Family Residential Fifteen (RS-15) District and Light Industrial (L-I) District to Commercial Medical (CM) District and Gateway Design Overlay (GDO-2) District; Highpoint Limited, LLC, applicant [2016-434]. Notice of said public hearing was published in the September 5, 2016 edition of a local newspaper.
- B. Consider for passage on first reading ORDINANCE 16-OZ-39 to rezone an area located along North Thompson Lane and Wilkinson Pike to Commercial Medical (CM) District and Gateway Design Overlay (GDO-2) District.

MURFREESBORO CITY COUNCIL
A G E N D A

September 22, 2016

(Continued)

6. Consider recommendations of Principal Planner: Schedule public hearings to consider zoning along E. Clark Blvd (PRD); Plan of Services & Annexation Petition along Barfield Rd; Zoning along Barfield Rd (RZ) simultaneous with annexation; Plan of Services & Annexation Petition along Old Salem Rd; Zoning along Old Salem Rd (CF) simultaneous with annexation; Plan of Services & Annexation Petition along New Salem Hwy; Zoning along New Salem Hwy (RS-10) simultaneous with annexation; and Amendments to Sign Ordinance regarding addition of two additional types of signs, signs in easements and delete height limitations on attached signs in Central Business (CBD) District.
7. Consider recommendations of the Airport Manager: Approve a Contract with Queens Tree Surgery, Inc. for the approach lighting & clearing project.
8. Consider recommendations of the Information Technology Director: Approve Task Order No. 12 under the Basic Consulting Agreement with Westin Engineering, Inc.
9. Consider recommendations of the Interim Parks & Recreation Director:
 - A. Miracle Field Project: Change Order No. 3.
 - B. Adams Tennis Complex: Amendment to Agreement between the City and MTSU.
10. Consider recommendations of the City Manager: Contract with Kennon Calhoun Workshop to conduct a City-wide Space Needs Analysis.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn

CITY of MURFREESBORO

Transportation Department

111 WEST VINE STREET

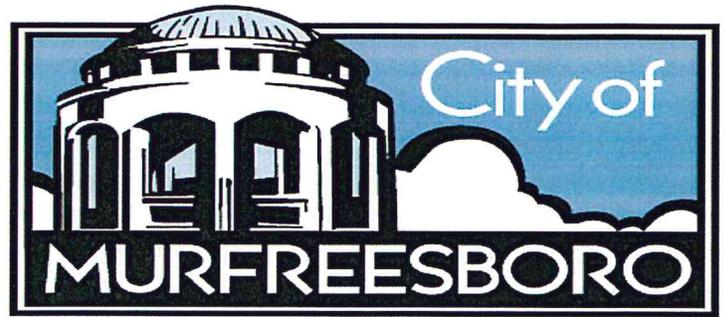
POST OFFICE BOX 1139

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www.murfreesborotn.gov



... creating a better quality of life

CONSENT AGENDA

September 8, 2016

Honorable Mayor and Members of City Council

RE: State Contract 75UROP-S3-009 for Operations Assistance (UROP) between City and Tennessee Department of Transportation for Provision of Transit Services for FY 2017

Background

The Tennessee Department of Transportation (TDOT) awards State Operating funds to 5307 Small Urban Recipients to assist in the funding of yearly transit operations. TDOT has awarded the City of Murfreesboro \$525,000.00 matching dollars of the non-federal funds needed to assist in this cost for FY 2017. Local funds will pay the remaining \$225,000.00 needed to offset the Federal funds. This total of State and Local funds represents 50% of the non-federal funds needed to match the federal grant amount of \$750,000.00

Fiscal Impact

These State funds for Operational activities are contained in the City's FY 2016-17 budget under public transit operating costs in the line item amount of \$1,211,981.00.

Concurrences

This project is contained in the Metropolitan Planning Organization's (MPO) 2014-2017 Transportation Improvement Program (TIP).

Recommendation

I recommend the City Council approve this contract between the City of Murfreesboro and TDOT for the provision of \$525,000.00 in State matching funds and authorize the Mayor to execute this contract on behalf of the City.

Attachments

Contract No. 75UROP-S3-009

Respectfully Submitted,

Nellie B. Patton
Assistant Transportation Director



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date July 1, 2016	End Date June 30, 2017	Agency Tracking # 40100-22417	Edison ID 49179		
Grantee Legal Entity Name City of Murfreesboro			Edison Vendor ID 4110		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #N/A Grantee's fiscal year end June 30			
Service Caption (one line only) FY 2017 Urban Operating Assistance Program (UROP) operating assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
17	\$525,000.00				\$525,000.00
TOTAL:	\$525,000.00				\$525,000.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		State only funds awarded by formula using urban area population for urban area operating assistance.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) TX00235744		Account Code (optional) 71302000			

Edison Vendor Address #3

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department Of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City Of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID #4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize these funds for capital (including but not limited to acquisition of buses, vans, preventative maintenance, radio communication) and operating assistance (including but not limited to salaries, wages, fringe benefits, travel and training) to meet transit needs in urban areas.
- A.3. The Grantee shall utilize these funds for capital and operating assistance to meet transit needs in urban areas. Funds are based on populations reported in the 2010 census. Capital projects include but are not limited to acquisition of buses, vans, preventative maintenance, radio communications, and equipment. Operating assistance includes but is not limited to overhead expenses, salaries, wages, fringe benefits, travel and training.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Twenty-Five Thousand Dollars and No Cents (\$525,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation
Division of Multimodal Transportation Resources
505 Deaderick Street
Suite 1800, James K. Polk Bldg.
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation, Division of Multimodal Transportation Resources Agency.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right

to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

George Mitchell, Transportation Program Supervisor
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg.

Nashville, Tennessee 37243
george.mitchell@tn.gov
Telephone Number: (615) 253-1044
FAX Number: (615) 253-1482

The Grantee:

Nellie Patton, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
P.O. Box 1139
Murfreesboro, TN 37133
npatton@murfreesborotn.gov
Telephone Number: (615) 893-6441
FAX Number: (615) 649-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601

through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.4. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2015 are incorporated herein by reference.
- E.5. T.C.A. Section 13-10-107 Compliance.
 - 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.6. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.7. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

IN WITNESS WHEREOF,

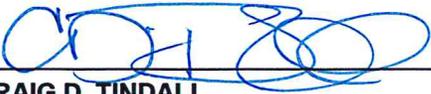
CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

SHANE McFARLAND, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)


CRAIG D. TINDALL
CITY ATTORNEY

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

**JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

**Attachment One
 UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT	\$525,000.00	\$0.00	\$525,000.00	\$225,000.00	\$750,000.00
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$525,000.00	\$0.00	\$525,000.00	\$225,000.00	\$750,000.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance - TDOT	\$400,000.00	\$0.00	\$400,000.00	\$100,000.00	\$500,000.00
30.00.00 Operating Assistance - TDOT	\$125,000.00	\$0.00	\$125,000.00	\$125,000.00	\$250,000.00
TOTAL	\$525,000.00	\$0.00	\$525,000.00	\$225,000.00	\$750,000.00

ATTACHMENT TWO

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4110

Is Grantee Legal Entity Name a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: City of Murfreesboro

Parent entity's tax identification number: 62-6000374

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Melissa B. Wright, City Recorder

Address: P.O. Box 1139

Phone number: 615-893-5210

Email address: mwright@MurFreesboro.tn.gov

Parent entity's Edison Vendor ID number, if applicable: 4110



... creating a better quality of life

CONSENT AGENDA

September 1, 2016

Honorable Mayor and Members of the City Council:

RE: State CT-0253 Form for the 2016 Series-B Refunding Bond Issue

Background

The City Council approved Resolution 16-R-10 on May 5, 2016 authorizing the City to issue up to \$35,450,000 in General Obligation Refunding Bonds to refund outstanding bonds originally issued in October 2010. The attached State of Tennessee form, CT-0253, is a summary of the debt obligation.

Fiscal Impact

There is no additional fiscal impact from the report.

Recommendation

Per Tennessee Code 9-21-151 the State CT-0253 form for the 2016 Series-B Bond issue is being presented to you at a public meeting.

Attachment

1. CT-0253

A handwritten signature in blue ink that reads "Melissa B. Wright".

Melissa B. Wright, CPA
City Recorder/Finance Director

Finance and Tax Administration

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

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1.	Public Entity:	Name: <u>City of Murfreesboro, Tennessee</u> Address: <u>111 West Vine Street (37130)</u> <u>Murfreesboro, Tennessee 37854</u> Debt Issue Name: <u>General Obligation Refunding Bonds, Series 2016B</u> <small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required</small>																				
2.	Face Amount:	<u>\$ 27,430,000</u>																				
	Premium/Discount:	<u>\$ 3,741,565.05</u>																				
3.	Interest Cost:	<u>1.3263893</u> %	<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Taxable																		
		<input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____																				
4.	Debt Obligation:	<input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input checked="" type="checkbox"/> BOND <input type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease																				
		<small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Official State and Local Finance ("OSFL")</small>																				
5.	Ratings:	<input type="checkbox"/> Unrated Moody's <u>Aa1</u> Standard & Poor's <u>AA</u> Fitch _____																				
6.	Purpose:	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%;"></th> <th style="width: 50%; background-color: #e0e0e0;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> General Government</td> <td style="text-align: right;">%</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Education</td> <td style="text-align: right;">%</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Utilities</td> <td style="text-align: right;">%</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td style="text-align: right;">%</td> <td>_____</td> </tr> <tr> <td><input checked="" type="checkbox"/> Refunding/Renewal</td> <td style="text-align: right;">100%</td> <td>Refinance a portion of the General Obligation Loan, Series 2010</td> </tr> </tbody> </table>					BRIEF DESCRIPTION	<input type="checkbox"/> General Government	%	_____	<input type="checkbox"/> Education	%	_____	<input type="checkbox"/> Utilities	%	_____	<input type="checkbox"/> Other	%	_____	<input checked="" type="checkbox"/> Refunding/Renewal	100%	Refinance a portion of the General Obligation Loan, Series 2010
		BRIEF DESCRIPTION																				
<input type="checkbox"/> General Government	%	_____																				
<input type="checkbox"/> Education	%	_____																				
<input type="checkbox"/> Utilities	%	_____																				
<input type="checkbox"/> Other	%	_____																				
<input checked="" type="checkbox"/> Refunding/Renewal	100%	Refinance a portion of the General Obligation Loan, Series 2010																				
7.	Security:	<input checked="" type="checkbox"/> General Obligation <input type="checkbox"/> General Obligation + Revenue/Tax <input type="checkbox"/> Revenue <input type="checkbox"/> Tax Increment Financing (TIF) <input type="checkbox"/> Annual Appropriation (Capital Lease Only) Other (Describe): _____																				
8.	Type of Sale:	<input checked="" type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Inferfund Loan _____ <input type="checkbox"/> Negotiated Sale <input type="checkbox"/> Loan Program _____ <input type="checkbox"/> Informal Bid																				
9.	Date:	Dated Date: <u>8/12/2016</u> Issue/Closing Date: <u>8/12/2016</u>																				

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:
 No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (if different from #11)
Remarketing Agent		
Paying Agent/Registrar	\$ 400.00	U.S. Bank National Association
Trustee		
Liquidity/Credit Enhancement		
Escrow Agent		
Sponsorship/Program/Admin		
Other		

13. Disclosure Document/Official Statement:
 None Prepared
 EMMA Link <http://emma.msrb.org/ER982257-ER768851-ER1170247.pdf> or
 Copy Attached

14. Continuing Disclosure Obligations:
 Is there an existing continuing disclosure obligation related to the security for this debt? Yes No
 Is there a continuing disclosure obligation agreement related to this debt? Yes No
 If yes to either question, date that disclosure is due 6/30/2016
 Name and title of person responsible for compliance Cumberland Securities Company, Inc.

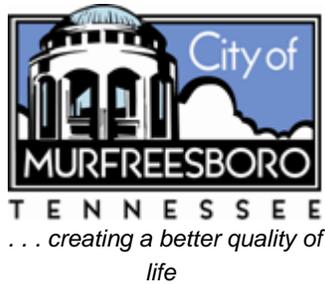
15. Written Debt Management Policy:
 Governing Body's approval date of the current version of the written debt management policy 11/3/2011
 Is the Debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:
 No Derivative
 Governing Body's approval date of the current version of the written derivative management policy _____
 Date of Letter of Compliance for derivative _____
 Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:
 To the Governing Body: on 8/11/2016 and presented at the public meeting held on ~~8/11/2016~~
 Copy to Director of OSLF: on 8/12/2016 either by:
 Mail to: _____ Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov
 505 Deaderick Street, Suite 1600
 James K. Polk State Office Building
 Nashville, TN 37243-1402

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	<u><i>She Mah</i></u>	<u>Joseph Ayres</u>
Title	<u>Mayor</u>	<u>President</u>
Firm	<u>City of Murfreesboro, TN</u>	<u>Cumberland Securities Company, In</u>
Email	<u>mwright@murfreesborotn.gov</u>	<u>joe.ayres@cumberlandsecurities.com</u>
Date	<u>8/12/2016</u>	<u>8/12/2016</u>



September 8, 2016

CONSENT AGENDA

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

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

As an item for the consent agenda, I respectfully request approval to purchase the above referenced Universal Refuse Carts for the Solid Waste Department under the National Intergovernmental Purchasing Alliance Company Master Agreement No. 120576-01 awarded by City of Tucson, AZ with the Toter LLC.

Background

Purpose

The City desires to procure six hundred and thirty-six (636) Toter 96 Gallon EVR Universal Carts, Model 76596 from Toter LLC through the National Intergovernmental Purchasing Alliance Company Master Agreement No. 120576-01 awarded by City of Tucson, AZ for the Solid Waste Department.

Selection Process

Pursuant to T.C.A. § 12-3-1205(b), any municipality may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities. Additionally, the governing body of the municipality must adopt a resolution authorizing participation in the master agreement. City of Murfreesboro Resolution 11-R-27, adopted on December 8, 2011, authorizes purchases without competitive bidding through the National Intergovernmental Purchasing Alliance cooperative purchasing master agreements in accordance with T.C.A. §12-3-1205(b).

Toter LLC was awarded a contract by the City of Tucson, AZ for the sale of refuse and recycling container solutions and related products, equipment and services through a competitive bidding

process that meets the requirements of T.C.A. §12-3-1205(b). The City wishes to utilize the National Intergovernmental Purchasing Alliance Company Master Agreement No. 120576-01 awarded by City of Tucson to procure six hundred and thirty-six (636) Toter 96 Gallon EVR Universal Carts, Model 76596 from Toter LLC.

Fiscal Impact

The purchase price of the carts is \$30,038.55. This is a budgeted item in the 2016-2017 Solid Waste budget.

The contract price for the referenced refuse carts is under the budgeted amounts.

Recommendation

Accordingly, I respectfully request waiver of the competitive bid process and approval to purchase six hundred and thirty-six (636) Toter 96 Gallon EVR Universal Carts, Model 76596 from Toter LLC through the National Intergovernmental Purchasing Alliance Company Master Agreement No. 120576-01 awarded by City of Tucson, AZ referenced above.

Sincerely,

Joey Smith
Director of Solid Waste



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September 15, 2016

CONSENT AGENDA

Honorable Mayor and Members of City Council:

- RE: Item A: Request for Method of Approving RFCSP for 100' Aerial Platform**
Item B: Request for Method of Approving RFCSP for Call Taker Protocol and Quality Assurance Software
Item C: Request for Method of Approving RFCSP for Fire Station Alerting Systems
Item D: Approval of One-Year Extension of the Fire Suppression Contract with the York Veterans Administration

Item A

As an item for the agenda, it is the recommendation of the Fire Chief that City Council approve using a Request for Competitive Sealed Proposal (RFCSP) for the procurement of a 100' Aerial Platform.

Background

Funds were allocated in the 2016 Capital Improvement Plan (CIP) for the replacement of the 1977 Snorkel truck with equipment. The Snorkel truck was sold in August 2015 but was not scheduled to be replaced until 2016. The new aerial will be a frontline unit at Fire Station 4 on Medical Center Parkway, will have an 100' platform, and will meet all National Fire Protection Standards (NFPA). This aerial will enhance our aerial coverage and help the department maintain the ISO 2 rating.

Fiscal Impact

Funds of \$1,400,000 are included in the 2016 CIP for the replacement of the Snorkel Truck with equipment.

Recommendation

It is recommended that City Council approve the method of the RFCSP for the procurement of a 100' Aerial Platform.

Item B

As an item for the agenda, it is the recommendation of the Fire Chief that City Council approve using a Request for Competitive Sealed Proposal (RFCSP) for the procurement of call taker protocol and quality assurance software.

Background

The addition of call taker protocol will allow for standardized call taking and provide quality assurance capabilities for 911 Communications. This software will interface into our existing computer-aided dispatch (CAD) system and provide a defined series of questions to assist in determining the call type and the appropriate response for service. Protocol software shortens the time between receiving the call and dispatching a unit. The software has modules for law enforcement, fire rescue and medical dispatch. The use of this software and training would assist our dispatch personnel in becoming certified in emergency medical dispatch.

Fiscal Impact

Funds of \$150,000 are included in the 2016 CIP for Public Safety Software.

Recommendation

It is recommended that City Council approve the method of the RFCSP for the procurement of call taker protocol and quality assurance software.

Item C

As an item for the agenda, it is the recommendation of the Fire Chief that City Council approve using a Request for Competitive Sealed Proposal (RFCSP) for the procurement of a fire station alerting system.

Background

Fire station alerting systems are designed to provide all the information necessary for crews to respond in the fastest possible manner. A new upgraded system is needed to replace an aging system with older technology. Station alerting systems help reduce response times and lower firefighter and dispatcher stress levels. Some features include the assignment of alerting tones to correspond with specific incident types, units, and special tones for sensitive dispatches. MFRD will start with the automated voice alerting system and expand to automated control of lighting, appliances, and bay doors.

Fiscal Impact

Funds will be included in future CIP. MFRD needs to identify a vendor and select a system for the new fire station on Medical Center Parkway. The first installation of these systems is anticipated for late 2017.

Recommendation

It is recommended that City Council approve the method of the RFCSP for the procurement of a fire station alerting system.

Item D

City staff recommends approval of a one-year extension of the fire suppression contract with the York Veterans Administration facility with the price of \$81,436 per month or \$977,232 annually.

Background

The City of Murfreesboro, through its Fire and Rescue Department, is requested to extend the contract for fire suppression and other services for an additional one year. The York Veterans Administration and the City of Murfreesboro have partnered together for almost 16 years.

For the one-year extension, the City would propose the price of \$81,436 per month or \$977,232 annually.

Fiscal Impact

The 2016-2017 annual budget is predicated on the Fire Service contract remaining in place. The extension for one year extends the contract until September 30, 2017.

Recommendation

City staff recommends approval of a one-year extension of the fire suppression contract with the York Veterans Administration facility with the price of \$81,436 per month or \$977,232 annually.

Respectfully submitted,

Mark Foulks
Fire & Rescue Chief

C: Melissa Wright, City Recorder



. . . creating a better quality of life.

Consent Agenda

September 15, 2016

Honorable Mayor and Members of City Council

Re: Mandatory Referral [2015-724] for the abandonment of a MWSD sanitary sewer easement on Lot 3 of the Waterstone subdivision, Matthew Taylor applicant.

Background

During its regular meeting on January 20, 2016, the Planning Commission considered abandoning a portion of an existing sanitary sewer easement located along Medical Center Parkway, Gateway Boulevard and Carl Adams Drive, within the Waterstone subdivision. The easement is 20' wide. The Murfreesboro Water & Sewer Department has reviewed the request and has determined a portion of the easement can be abandoned. If this mandatory referral is approved, it should be made subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This includes legal descriptions and an illustration of the property. If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.

Recommendation

It is the recommendation of the Murfreesboro Planning Commission and the Murfreesboro Water & Sewer Board to approve the request to abandon a portion of the existing sanitary sewer easement on Lot 3 of the Waterstone subdivision.

Concurrences

The Murfreesboro Planning Commission approved the matter during the January 20, 2016, regular meeting. The MWSD board approved the matter during the January 19, 2016 meeting.

Fiscal Impact

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

Attachments

1. Exhibits

Respectfully Submitted

Margaret Ann Green, AICP
Principal Planner

MURFREESBORO PLANNING COMMISSION

STAFF COMMENTS, PAGE 1

JANUARY 20, 2016

6.b. Mandatory Referral [2015-724] for the abandonment of a sanitary sewer easement on Lot 3 of the Waterstone subdivision, Matthew Taylor applicant.

The Planning Commission is being asked to consider approving the abandonment of a public sanitary sewer line easement on Waterstone Lot 3 (Gateway Corner). The Planning Commission is considering Final Design Review for a project on this site. The Murfreesboro Water and Sewer board will consider this item on January 19, 2016. The applicant will need to provide the information necessary for the Legal Department to prepare the legal documents. If approved by the Planning Commission, staff will forward the Planning Commission's recommendation to the City Council for its consideration

SEC, Inc.

SITE ENGINEERING CONSULTANTS

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

November 25, 2015

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

RE: Waterstone Lot 3
Mandatory Referral
SEC Project No. 05090

Dear Margaret Ann,

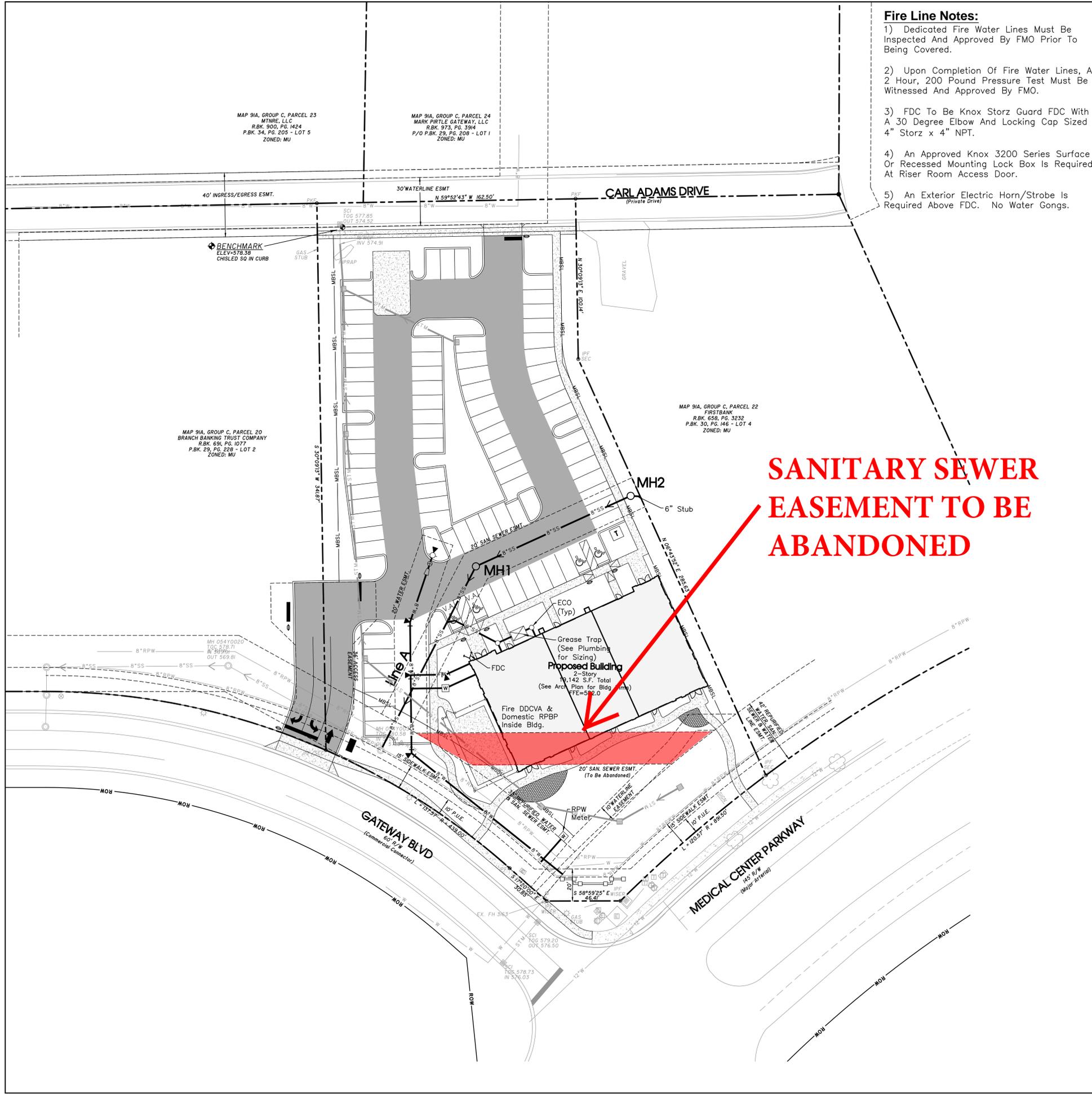
Please find the attached documents to support the mandatory referral request for abandonment of a portion of sanitary sewer easement.

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

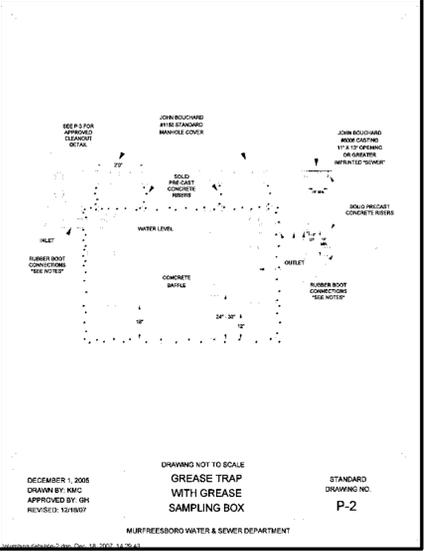
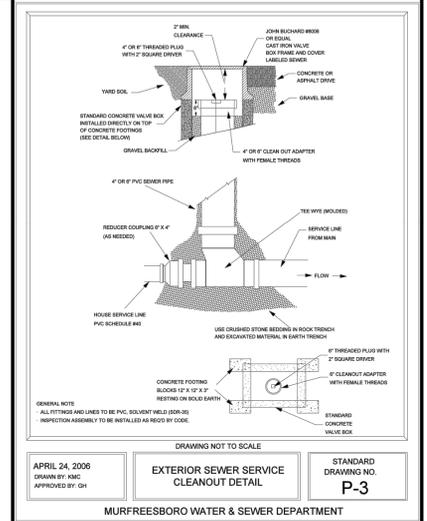
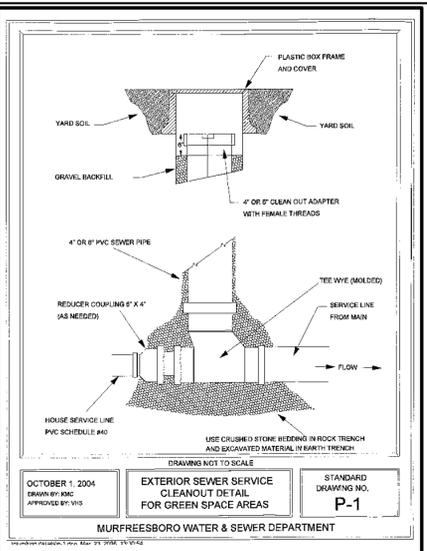
Sincerely,



Matt Taylor, P.E.
SEC, Inc.



- Fire Line Notes:**
- 1) Dedicated Fire Water Lines Must Be Inspected And Approved By FMO Prior To Being Covered.
 - 2) Upon Completion Of Fire Water Lines, A 2 Hour, 200 Pound Pressure Test Must Be Witnessed And Approved By FMO.
 - 3) FDC To Be Knox Storz Guard FDC With A 30 Degree Elbow And Locking Cap Sized 4" Storz x 4" NPT.
 - 4) An Approved Knox 3200 Series Surface Or Recessed Mounting Lock Box Is Required At Riser Room Access Door.
 - 5) An Exterior Electric Horn/Strobe Is Required Above FDC. No Water Gongs.



Legend:

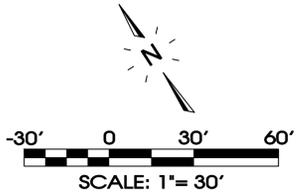
□	EXIST. CONCRETE MONUMENT	⊕	BENCHMARK
●	IRON PIN SET (I.P.S.)	♿	HANDICAP PARKING SYMBOL
○	IRON PIN FOUND (I.P.F.)	V.A.	VAN ACCESSIBLE HANDICAP DESIGNATION
+	EXIST. SIGN POST	⊕	HC SIGN
—	EXIST. SEWER CLEANOUT	⊕	PROPOSED SIGN POST
○	EXIST. MANHOLE (SEWER & PHONE)	●	CONCRETE BOLLARD
⊕	EXIST. CATCH BASIN (STORM SEWER)	⊕	WHEEL STOP
⊕	EXIST. WATER/GAS VALVE	⊕	CONCRETE SIDEWALK
⊕	EXIST. TELEPHONE RISER	⊕	EXTRUDED CURB
⊕	EXIST. GAS RISER	⊕	CURB & GUTTER
⊕	ELECTRICAL ENCLOSURE	⊕	TRAFFIC ARROW
⊕	EXIST. WATER METER	⊕	TURN LANE ARROWS
○	EXIST. UTILITY POLE	⊕	REVISION NUMBER
○	EXIST. FIRE HYDRANT	⊕	DRAINAGE STRUCTURE DESIGNATION
⊕	POST INDICATOR VALVE	⊕	DRAINAGE PIPE DESIGNATION
⊕	BLOW OFF VALVE	⊕	RIP RAP
⊕	REDUCER	⊕	RUNOFF FLOW ARROW
⊕	REMOTE FIRE DEPT. CONNECTION	⊕	INLET FILTER PROTECTION
⊕	CONCRETE THRUST BLOCK	63.25 x	PROPOSED SPOT ELEVATION
⊕	DOUBLE DETECTOR CHECK VALVE	(63.25) x	EXIST. SPOT ELEVATION
⊕	FIRE DEPT. CONNECTION	⊕	SEWER/STORM FLOW DIRECTION
⊕	FIRE HYDRANT	⊕	CATCH BASIN
⊕	GATE VALVE & BOX	⊕	CURB INLET
⊕	WATER METER	⊕	AREA DRAIN
⊕	GAS METER	⊕	HEADWALL
⊕	GREASE TRAP	⊕	WINGED HEADWALL
○	EXTERIOR CLEANOUT ECO	⊕	CONCRETE SWALE
○	MANHOLE	⊕	TYPE - X - HEADWALL

APPROVED FOR CONSTRUCTION
 THE DOCUMENT BEARING THIS STAMP HAS BEEN REVIEWED BY THE
MURFREESBORO WATER AND SEWER DEPARTMENT
 UNDER THE AUTHORITY DELEGATED BY THE
 TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
 DIVISION OF WATER POLLUTION CONTROL
 DIVISION OF WATER SUPPLY
 AND IS HEREBY APPROVED FOR CONSTRUCTION.

THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE MURFREESBORO WATER AND SEWER DEPARTMENT THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS.

APPROVAL DATE: _____
 APPROVAL EXPIRES IN 12 MONTHS

BY: _____



SITE ENGINEERING CONSULTANTS
 ENGINEERING • SURVEYING • LAND PLANNING
SEC, Inc.
 850 MIDDLE TENNESSEE BOULEVARD
 MURFREESBORO, TENNESSEE 37129
 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 895-2567
 PHONE: (615) 890-7901

REVIEW SET
 (Not intended for construction)

Gateway Corner
 Murfreesboro, Tennessee

Utility Plan

REVISIONS:
 DRAWN: SJA
 DATE: 11-25-15
 CHECKED: MAT
 FILE NAME: 050901013
 SCALE: 1"=30'
 JOB NO. 05090
 SHEET: C2.1



... creating a better quality of life.

Consent Agenda

September 9, 2016

Honorable Mayor and Members of City Council

RE: Community Development Affordable Housing Assistance Program

Background

A Homebuyer for the property referenced below applied with the City requesting principal reduction and closing cost assistance. The lender referenced below is assisting the applicant with a first mortgage loan under the guidelines established by the Affordable Housing Assistance Program.

This transaction was scheduled for closing on September 9, 2016. City Council did not meet on the week preceding the closing. This letter is to inform Council of the previous approval, on September 2, 2016 by Rob Lyons, for the real estate transaction. The funding is within the limit authorized for the City Manager's approval.

<u>Property Address</u>	<u>CDBG</u>	<u>Sales Price</u>	<u>First Mortgage Lender</u>
1745 North Cove	10,000.00	157,900.00	IServe Residential Lending

Fiscal Impact

The Fiscal Year 2017 Community Development Budget allocates \$110,000 in CDBG funds for direct service to homebuyers. After deducting for this transaction, approximately \$80,000.00 will remain uncommitted in this line item.

Concurrences

Information provided to the City by the applicant indicates eligibility for assistance. Disbursement of funds is subject to final approval of the first mortgage loan and the property and applicant meeting all program criteria at the time of closing.

Recommendation

City Council is recommended to approve budgeted CDBG funds through the Affordable Housing Assistance Program for the purchase transaction at 1745 North Cove.

Respectfully,

Patty Pope
Grant Coordinator

University Community Relations

MTSU Box 104
2259 Middle Tennessee Boulevard
Murfreesboro, TN 37132
Office: (615) 494-7969 • Fax: (615) 898-5746



September 08, 2016

The Honorable Mayor Shane McFarland
Murfreesboro City Hall
111 W. Vine Street
Murfreesboro, TN 37130

Dear Mayor Shane McFarland:

In the revised, *The Reach to Distinction Academic Master Plan, 2015-2025*, Middle Tennessee State University stands poised to embrace further its responsibility to educate students and to deepen its educational impact, locally and globally, for the common good. The University stands poised both to continue strengthening its academic core and developing stronger, more purposeful relationships with its public, private, and nonprofit partners.

Mrs. Georgia Meshotto, Administrative Assistant, has informed me of the availability of October 24, 2016 until October 28, 2016 as suitable dates to post the MTSU theatrical production of *Peter Pan* banner across East Main Street upon approval from the Mayor's office and the Murfreesboro City Council. The banner size and requirements will be adhered to as determined by Murfreesboro City Policy.

As always, I thank you for your extraordinary commitment and support toward the marketing and promotion of the talented students, faculty, and administrative staff at MTSU. Thusly, we appreciate your leadership throughout the growing community of Murfreesboro and look forward to celebrating the time-honored tradition of excellence embraced by our institution.

Sincerely,

A handwritten signature in cursive script that reads "Gloria L. Bonner".

Dr. Gloria L. Bonner
Assistant to the President

EXCHANGE CLUB OF MURFREESBORO

DON WRIGHT

PO BOX 12348 MURFREESBORO TN 37129-0047

615-896-9460 615-904-4807 WRIGHTDON@COMCAST.NET

September 07, 2016

Ms Georgia Meshotto
City of Murfreesboro
Murfreesboro TN 37130

RE: APRIL IS PREVENTION OF CHILD ABUSE MONTH

The two Exchange Club's in Murfreesboro request use of the banner over East Main Street **APRIL 01 to 11, 2017** in order to promote the Prevention of Child Abuse Month.

We will supply the required size banner, zip ties, and other items if required.

Thank you.



Don Wright

August 18, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, August 18, 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
Melissa Wright, City Recorder/Finance Director
Craig Tindall, City Attorney
Gary Whitaker, Planning Director
Matthew Blomeley, Principal Planner
Margaret Ann Green, Principal Planner
Robert Lewis, Planner
Angela Jackson, Interim Parks & Recreation Director
Thomas Laird, Parks & Recreation Athletic Superintendent
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

Council Member Madelyn Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1) Letter of recommendations from the Project Engineer: Mandatory Referral for drainage easement at Autumn Wood Apartments.

2) Request to hang a banner across East Main Street from Parks & Recreation Facilities Coordinator: December 22, 2016-January 1, 2017 (Event: New Year's Day 5K).

(Insert letter from the Project Engineer here.)

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

Mr. LaLance made a motion to approve the minutes as written and presented for the special meeting held on July 21, 2016. Mr. Washington seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director presented for approval a Certificate of Compliance for Wine in Retail Stores for Sean Blom at Aplus #234, 1209 Fortress Boulevard. All requirements had been met for this application.

Mr. LaLance made a motion to approve a Certificate of Compliance for Wine in Retail Stores for Sean Blom at Aplus #234, 1209 Fortress Boulevard. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-29.1 adopted by the City Council on July 21,

2016, to consider 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), simultaneous with annexation; William & Caroline Waite, applicants [2016-415]. Notice of said public hearing was published in the August 1, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, presented the zoning request for subject property. He noted that certain items had to be addressed prior to the property being annexed into the City, specifically requirements of the fire department to provide fire protection. The Planning Commission unanimously approved the original recommendation for Commercial Fringe (CF) District, Residential Multi-Family Twelve (RM-12) District and Residential Zero-Lot Line (RZ); however, an e-mail from Mr. Bricke Murfree, Attorney representing William and Caroline Waite, was received requesting to modify the zoning for approximately 23.1 acres from Residential Multi-Family Twelve (RM-12) District to Residential Zero-Lot Line (RZ) District which would be the requested zoning for a total of 48.1 acres for the southern two-thirds of the property. Mr. Murfree's e-mail also reaffirmed their commitment to place restrictive covenants prohibiting liquor stores in the commercial fringe area as well as place a 30' buffer between this project and the adjacent County Stewart Creek Subdivision all of which will be placed on the property before second and final reading of the ordinance. At the Planning Commission meeting, the preservation of the existing tree row along the eastern property line was discussed as a component of that buffer. Mr. Blomeley reminded Council that restrictive covenants are not enforced by the City. Subject property is located within the boundaries of the Future Land Use Map of the Salem Pike Land Use Study which recommends Mixed Use Limited Planned Development for the northern portion of the property which is defined as all medium and high-density residential; institutional; offices; and general farming. The southern two-thirds of the property is recommended 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. Mr. Bricke Murfree, Law Firm of Murfree and Goodman, addressed the decision to modify the development plan by changing Residential Multi-Family Twelve (RM-12) District to Residential Zero-Lot Line (RZ) District as a result of neighborhood concerns and those of City Council with multi-family zoning. With the modification in zoning, he indicated they would still stand behind their commitment to

the 30' setback and the effort to preserve the very mature standing tree line as much as possible, taking into consideration construction for drainage and utility structures that would be made to the property. The restrictive covenants, including prohibition on liquor stores in Commercial Fringe (CF) Zone, will be submitted prior to second reading. Mr. Clyde Rountree, Huddleston-Steele Engineering, Inc., as well as William and Caroline Waite, applicants, were present. There were no questions from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed zoning for approximately 74 acres along New Salem Highway to Commercial Fringe (CF) District and Residential Zero-Lot Line (RZ) District do so at this time.

Mr. Wayne Overman, 133 Spence Creek Lane, spoke on behalf of the residents of Spence Creek Lane who were in support of the annexation and Commercial Fringe (CF) Zone for the 26 acres nearest Highway 99 and supported annexation of the remaining 46 acres; however, they did not support Residential Multi-Family (RM) and Residential Zero-Lot Line (RZ) zoning. He suggested that the 46 acres be zoned to Residential Single-Family Fifteen (RS-15) Zone to give the neighborhood some control over the type and quality of development in their neighborhood. He provided a copy of the letter and signatures of the residents for the record.

Mr. Larry Sims, 537 E. Main Street, spoke in favor of the applicant's request and asked Council to consider approving the Commercial Fringe (CF) and Residential Zero-Lot Line (RZ) Zones.

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

An ordinance, entitled "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 (approximately 26.1 acres) and Residential Zero-Lot Line (RZ) District (approximately 48.1 acres), simultaneous with annexation; William and Caroline Waite, applicants [2016-415]," was read to the Council and offered for passage on first reading.

Mr. Blomeley addressed questions from Council regarding Residential Zero-Lot Line (RZ) zoning and uses allowed as well as the subdivision plat review process. It was noted that Residential Zero-Lot Line (RZ) zoning does not have a buffer requirement.

Ms. Scales Harris made a motion to pass ORDINANCE 16-OZ-29 on first reading, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Ron Washington
Doug Young
Shane McFarland

Nay: Eddie Smotherman

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-33 adopted by the City Council on July 21, 2016, to consider amending approximately 150.5 acres in the Planned Industrial Development (PID) District (Parkway Place) located along Joe B. Jackson Parkway; Joe Swanson, applicant [2016-422]. Notice of said public hearing was published in the August 1, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the applicant's request to amend the Planned Industrial Development (PID) District for property bordered by single-family subdivisions to the east, and Amazon and I-24 to the west. Subject property consists of four regions. The Planning Commission public hearing was well attended by neighbors who expressed concern with the height of the wall for the narrow portion of the property being 8' and requested that it be increased to 9'. The applicant agreed to the change in height of the wall after which the Planning Commission unanimously voted to approve amending the PID. Mr. Rob Molchan, SEC, Inc., gave a brief presentation on the updated plan for Parkway Place. There were no questions from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed amendment to approximately 150.5 acres in the Planned Industrial Development (PID) District (Parkway Place) located along Joe B. Jackson Parkway do so at this time.

Ms. Dana Bryson, 117 Prairie View Drive (Magnolia Trace), addressed the location of her property to subject property and her concerns with 24-hour restaurants and signage along Joe B. Jackson Parkway in Region 1; maintaining the deciduous canopy, no restaurants, 10' x 10' doors in back of buildings, noise, sound and excessive heat from parking areas in Region 2; and no issues with Region 3 and 4.

Mr. Joe Swanson, Jr., 1188 Park Avenue, addressed relocation of Richard Reeves Drive and issues heard from the previous speaker.

There were no others present who wished to speak for or against the proposed amendments to Planned Industrial Development (PID) District (Parkway Place) and, after ample time had been given, Mayor McFarland declared the public hearing closed.

Council addressed the development plan and the applicant's response to the neighborhood's concerns.

An ordinance, entitled "ORDINANCE 16-OZ-33 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 150.5 acres in the Planned Industrial Development (PID) District (Parkway Place) located along Joe B. Jackson Parkway as indicated on the attached map; Mr. Joe Swanson, applicant [2016-422]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. Washington. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-34 adopted by the City Council on July 21, 2016, to consider rezoning approximately 13.5 acres located along Brinkley Road from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Wilkerson Downs); Robert E. Frances and Jeffrey Gill, applicants [2016-425]. Notice of said public hearing was published in the August 1, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner, presented the applicant's request for property located along the eastern side of Brinkley Road and south of Manson Pike. This property is directly adjacent to an existing developed single-family subdivision. Across subject property is undeveloped property zoned Residential Single-Family Fifteen (RS-15) District and a proposed self-storage facility in Commercial Fringe (CF) District. The request to change the zoning to Planned Residential Development (PRD) District is to develop the proposed Wilkerson Downs PRD to allow 110 multi-family dwelling units on 13.5 acres for a density of 8.1 dwelling units per acre. The units are a multi-family type use but will consist of a townhouse style condominium such as those in the Puckett Creek Crossing development. Because staff had concerns with this project being so visible along Brinkley

Road and possibly Manson Pike, the applicant was encouraged to upgrade the building materials from vinyl siding to cement board siding which they agreed to. Staff was also concerned with the back of the units facing Brinkley Road, and the clients have addressed that concern with a buffer and berm. The units provide the connectivity requested by staff, which is not a direct connection, so it discourages traffic driving through the subdivision because of several stops in place. The Planning Commission voted to approve the recommendation to rezone subject property to Planned Residential Development (PRD) District. Mr. Clyde Rountree, Huddleston-Steele Engineering, Inc., gave a presentation on the specifics of the Program Book and answered questions from the Council. Mr. Dan Bobo, Ole South Properties, Inc., was also present. There were no questions from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 13.5 acres to Planned Residential Development (PRD) District (Wilkerson Downs) located along Brinkley Road do so at this time. There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-34 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 13.5 acres along Brinkley Road from Commercial Fringe (CF) District to Planned Residential Development (PRD) District (Wilkerson Downs); Robert E. Frances and Jeffrey Gill, applicants [2016-425]," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

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

Abstain: Ron Washington

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-35 adopted by the City Council on July 21, 2016, to consider rezoning approximately 2 acres located along North Rutherford Boulevard and Old Lascassas Road from Commercial Fringe (CF) District to Highway Commercial (CH)

District; Eric Lowman, applicant [2016-427]. Notice of said public hearing was published in the August 1, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Ms. Margaret Ann Green, Principal Planner presented the applicant's request for rezoning two (2) separate parcels located along North Rutherford Boulevard and Old Lascassas Road (HWY 96) to Highway Commercial (CH) District. Subject property is located as an out-parcel in the Kroger Shopping Center and is directly adjacent to an existing McDonalds. The Planning Commission included the parcel for Burger King Drive-Thru only concept located at the intersection as an additional study area. These two properties are under a separate ownership than the Kroger parcel. When the Kroger parcel was originally zoned Planned Commercial Development (PCD) District and later zoned Highway Commercial (CH) District, these two parcels were excluded from those applications. The property owner has someone interested in purchasing the property and developing it as an automated car wash which is not a use permitted in Commercial Fringe (CF) District. The parcels are located along two major arterials, and they are not adjacent to residential uses. Staff has been meeting with the owner of the out-parcel to work out an access easement for Burger King into the Kroger parking lot which currently exists. Site plan approval for any future development will require those access agreements to be respected. The Planning Commission conducted a public hearing and voted unanimously to approve this recommendation. There were no questions from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 2 acres located along North Rutherford Boulevard and Old Lascassas Road to Highway Commercial (CH) District do so at this time. There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-35 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 2 acres along North Rutherford Boulevard and Old Lascassas Road from Commercial Fringe (CF) District to Highway Commercial (CH) District; Eric Lowman, applicant [2016-427]," was read to the Council and offered for passage on first reading upon motion made by Mr. Smotherman, seconded by Mr. LaLance. Upon roll call said ordinance was passed on first reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman

Ron Washington
Doug Young
Shane McFarland

Nay: None

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing, pursuant to RESOLUTION 16-R-PH-36 adopted by the City Council on July 21, 2016, to consider rezoning approximately 44 acres located along Armstrong Valley Road from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District; Cornerstone Development, applicant [2016-428]. Notice of said public hearing was published in the August 1, 2016 issue of a local newspaper as follows:

(Insert notice here.)

Mr. Matthew Blomeley, Principal Planner, presented the applicant's request for rezoning of subject property located along the east side of Armstrong Valley Road just south of the intersection with Veterans Parkway. The property was annexed in 2008 and zoned as Planned Residential Development (PRD) District for an active adult community (55+) called Three Oaks at Armstrong Valley which was proposed to develop as 165 condominium units; however, the development never came to fruition because of the recession. The property owners never sold the property and, in 2011, they requested that the property be rezoned to Residential Single-Family Fifteen (RS-15) District as they saw that the PRD zone was not going to be developed as approved. The property has remained zoned as Residential Single-Family Fifteen (RS-15) District for five years. Mr. Harry Minge, Cornerstone Development, has placed a contract on the property. He is the developer of Westwind Subdivision located just to the east of subject property which has frontage on Veterans Parkway just to the east of St. Andrews Drive. Mr. Minge would like to develop subject property with future sections of the Westwind Subdivision which is zoned Residential Single-Family Eight (RS-8) District. It was noted that not all of the original property that was zoned Planned Residential Development (PRD) District and is now zoned Residential Single-Family Fifteen (RS-15) District is included in this request. Approximately 9+ acres of the southwestern quarter of that property was subsequently sold off to the property owner to the south. The remaining 44 acres is what is being considered in this rezoning request. The Residential Single-Family Eight (RS-8) District requires a minimum lot size of 8,000 square feet, and staff has calculated that the approximate maximum number of lots that could be created on 44 acres in the Residential Single-Family Eight (RS-8) District is 179 but the actual lot count would be somewhat less because of environmental restraints on the property. The Planning Commission conducted a public hearing after which they voted to approve this request with

one "no" vote. Mr. Harry Minge, Cornerstone Development, was present. There were no questions or comments from the Council at this time.

Mayor McFarland then declared the public hearing open and invited those present who wished to speak for or against the proposed rezoning of approximately 44 acres located along Armstrong Valley Road to Single-Family Residential Eight (RS-8) District do so at this time. There was no one present who wished to speak for or against the proposed rezoning and, after ample time had been given, Mayor McFarland declared the public hearing closed.

An ordinance, entitled "ORDINANCE 16-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 44 acres along Armstrong Valley Road from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District; Cornerstone Development, applicant [2016-428]," was read to the Council and offered for passage on first reading upon motion made by Vice-Mayor Young, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on first reading by the following vote:

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

Nay: None

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

(Insert letter dated July 14, 2016 here with regards to scheduling public hearings to consider rezonings along Reid Avenue (RS-4), Bradyville Pike (CF), North Thompson Lane/Wilkinson Pike (CM) (GDO-2), & Veterans Parkway (RS-8) (CF) (RM-16); Amend Purlingbrook PRD along Asbury Lane; Annexation Petition & Plan of Services for an area along Veterans Pkwy, east of Cason Lane; and zoning along Veterans Pkwy, east of Cason Lane, (RM-12), simultaneous with annexation.)

The following RESOLUTION 16-R-PH-37 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-37 here to schedule a public hearing for October 13, 2016 to consider rezoning approximately 0.8 acres located along Reid Avenue from Duplex Residential (RD) District to Single-Family Residential Four (RS-4) District [2016-429]; James and Betty French, applicants.)

The following RESOLUTION 16-R-PH-38 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-38 here to schedule a public hearing for October 13, 2016 to consider rezoning approximately 1 acre located along Bradyville Pike from Local Commercial (CL) District (0.42 acres) and Single Family Residential Ten (RS-10) District (0.59 acres) to Commercial Fringe (CF) District [2016-433]; Christini Carey, applicant.)

The following RESOLUTION 16-R-PH-39 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-39 here to schedule a public hearing for October 13, 2016 to consider rezoning approximately 10.3 acres located along N. Thompson Lane and Wilkinson Pike from Single-Family Residential Fifteen (RS-15) District and Light Industrial (L-I) District to Commercial Medical (CM) District and Gateway Design Overlay (GDO-2) District [2016-434]; Highpoint Limited, LLC, applicant.)

The following RESOLUTION 16-R-PH-40 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-40 here to schedule a public hearing for October 13, 2016 to consider rezoning an area located along Veterans Parkway from Residential Multi-Family Sixteen (RM-16) District to Single-Family Residential Eight (RS-8) District (approximately 0.77 acres); from Residential Multi-Family Sixteen (RM-16) District to Commercial Fringe (CF) District (approximately 0.41 acres); and from Commercial Fringe (CF) District to Residential Multi-Family Sixteen (RM-16) District (approximately 1.6 acres) [2016-435]; Cornerstone Development, LLC, applicant.)

The following RESOLUTION 16-R-PH-41 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-41 here to schedule a public hearing for October 13, 2016 to consider amending approximately 78.4 acres in the Planned Residential Development (PRD) District located along Asbury Lane [2016-432]; Beazer Homes, applicant.)

The following RESOLUTION 16-R-PH-42 was read to the Council and offered for adoption upon motion made by Vice-Mayor Young, seconded by Mr. Washington. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-42 here to schedule a public hearing for October 13, 2016 to consider (1) adoption of a Plan of Services for and annexation of 13.4 acres and (2) zoning of approximately 9.9 acres as Residential Multi-Family Twelve (RM-12) District located along Veterans Parkway, east of Cason Lane, [2016-508 & 2016-421]; Ardavan Afrakhteh, applicant.)

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

(Insert letter dated August 18, 2016 here with regards to Change Order No. 1 & 2 from Trinity Builders for the Miracle Field Project.)

The Murfreesboro Parks & Recreation Athletic Director presented this recommendation and updated the Council on the progress of this project. Mr. and Mrs. Bonnie Price were present to speak on behalf of the playground and their interest in upgrading the equipment.

Mr. LaLance made a motion to accept the recommendation of the Interim Parks & Recreation Director to approve Change Order No. 1 in the amount of \$175,424.00 and Change Order No. 2 in the amount of \$14,307.00 (Total Amount of Change Orders

\$189,731.00) from Trinity Builders for a revised contract amount of \$3,017,798.00 for the Miracle Field project. Mr. Washington seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated August 15, 2016 here with regards to Traffic Signal at Veterans Parkway and Barfield Road.)

Mr. Smotherman made a motion to accept the recommendation of the City Manager to approve installation of a traffic signal at the intersection of Veterans Parkway and Barfield Road for an estimated cost of \$100,000.00 under the City's existing contract with S & W. Mr. Washington seconded the motion and all members of the Council voted "Aye".

Upon recommendation of Mayor McFarland, Mr. Washington made a motion to reappoint Ms. Marie Trott to the St. Clair Street Senior Center Commission with term ending June 30, 2017. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

Mayor McFarland announced that an appointment on the Planning Commission to replace Mr. Kirt Wade, who was elected to City Council, would be made at a future meeting.

The City Recorder presented for approval, pending completion of all required building and codes inspections, a Beer Permit Application for Media Rerun at 2820 S. Rutherford Boulevard (new location). A Special Event Beer Application for Oaklands Association, Inc. was presented with events to be held at 900 N. Maney Avenue (9/18/16); 900 & 901 N. Maney Avenue (9/24/16); 901 N. Maney Avenue (11/1/16); and 900 & 901 N. Maney Avenue (12/2/16). All requirements had been met by the applicant.

Vice-Mayor Young made a motion to approve a Beer Permit for Media Rerun upon successful completion of all building and codes inspections and approve a Special Event Beer Permit for Oaklands Association, Inc. for locations and dates as listed above. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The City Recorder indicated there were no statements to be approved at this time.

Under other business, the Assistant City Manager presented the following letter of recommendations from the Airport Manager:

(Insert letter dated August 16, 2016 here with regards to approval of FY 2017 Annual State Airport Maintenance Contract.)

Vice-Mayor Young made a motion to accept the recommendation of the Airport Manager to approve the FY 2017 Annual State Airport Maintenance Contract. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

Mayor McFarland briefly gave an overview of the City Manager's theoretical "Monthly Bill" to quantify what citizens receive each month and the cost of \$42.63 for those services for a single family home.

Mayor McFarland reminded Council of the Retreat meeting on Monday, August 22, 2016, at 11:30 a.m. at the Stones River Water Treatment Plant, 5528 Sam Jared Drive.

There being no further business, Mayor McFarland adjourned this meeting at 8:52 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

August 22, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Conference Room at the Stones River Water Treatment Plant at 11:30 p.m. on Monday, August 22, 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

Vice-Mayor Young was not present for the first part of the meeting but arrived later.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Craig Tindall, City Attorney
Melissa Wright, City Recorder/Finance Director
Joey Smith, Solid Waste Director
Gary Whitaker, Planning Director
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

This meeting was held for the purpose of Council addressing the topics of Franklin Synergy/First Methodist property, Tax Increment Financing (TIF), Panhandling, Solid Waste Disposal, and City Space Needs.

Council expressed support for preserving the sanctuary and bell tower of the church as part of the overall development of the Franklin Synergy/First Methodist property; development should consist of mixed use projects that could include retail, office space, parking, affordable living accommodations as well as remain open to all ideas; architecture to remain traditional and complement the sanctuary; Gateway Commission to consider development proposals; and input from stakeholders with Main Street Board and downtown businesses prior to the presentation before City Council. Tax Increment Financing (TIF) Districts were also discussed which would provide potential economic development incentives for this project and provide another opportunity to facilitate investment and growth in the downtown area. The City does not currently offer tax increment financing but has engaged the Law Firm of Bradley Boult Arant Cummings to assist in drafting an ordinance that would include a TIF District that could be considered for this property and the surrounding area.

The City Council and Legal Staff went into an Executive Session at this time to discuss possible litigation on panhandling.

Council went back into regular session and discussed various ways to address the situation of panhandling in the community. There was information provided on a program in Albuquerque, New Mexico called "There's a Better Way" which creates day jobs to handle

panhandling issues and connects individuals with services that provide meals and shelter for the night. Council requested more information on this program and partnering with other agencies as well as expressed a desire to increase restrictions in the ordinance on solicitation and panhandling.

The Assistant City Manager and Solid Waste Director gave a presentation on the Solid Waste Strategic Plan and the comprehensive study being conducted by Gershman, Brickman and Bratton (GBB) Consultants to address a plan for solid waste issues including future disposal options, recycling and yard waste. It was the consensus of Council that the City Attorney draft a resolution to create a Solid Waste Commission to serve as a citizen group to advise the City on solid waste issues; the Mayor appoint members to the Solid Waste Study Committee to work with GBB on the study; Rutherford County and participating cities appoint members to advise and guide GBB; City Attorney to draft an ordinance to require grass clippings be placed in biodegradable bags beginning next Spring; staff and GBB accelerate the analysis of yard waste, including evaluating new limits on size of yard waste, potential use of carts and other regulations to improve the situation; and public information via social media and City TV to educate the public on solid waste programs.

The City Manager addressed the City's space needs and the relocation of the Police Department to Highland Avenue. The current Police Department headquarters will need renovating if staff chooses to repurpose that space. A contract with Kennon Calhoun Workshop will be brought before Council in the future to comprehensively study the space needs for city departments. During Council discussion, it was also suggested to study the vacated Fire Station No. 4 building for a police precinct.

Vice-Mayor Young arrived at this time and was present for the remainder of the meeting.

The City Manager and Planning Director discussed the trend toward multi-family development and how the 2035 Plan addresses a comprehensive set of policies to ensure distance, quantity and quality of multi-family units, architecture, and compatible scale with nearby residential structures. The future land use map contained within the 2035 Plan takes into account infrastructure and roadway capacity as being a key component in determining appropriate locations for future multi-family residential zoning and development. Council expressed support for the strategies outlined in the comprehensive plan that could set architectural requirements, disperse apartment complexes, set maximums on acreage and/or number of units, set a maximum ratio between single-family and multi-family and implement distance requirements. It was also requested that staff look at tools to address

affordable housing as well as provide an update on apartment complexes and their impact on City and County schools. The Council had placed a hold on any new multi-family rezoning applications, specifically those of Residential Multi-Family Twelve (RM-12) District and Residential Multi-Family Sixteen (RM-16) District, at their August 11, 2016 meeting to provide time to study the multi-family issues.

The agenda items for "Excessive Calls for Police Service at Apartments and Businesses" and "Road Projects" will be discussed at a future retreat meeting.

The Mayor and Council scheduled the next retreat meeting for Monday, September 12, 2016, at 1:00 p.m. at the Stones River Water Treatment Plant, 5528 Sam Jared Drive.

There being no further business, Mayor McFarland adjourned this meeting at 4:00 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

August 24, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special joint session with the Planning Commission in Conference Room 218 at City Hall on Wednesday, August 24, 2016, at 11:00 a.m. Mayor Shane McFarland presided over this special meeting. The following members of the Council were present:

Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Ron Washington

Vice-Mayor Doug Young was absent and excused from this meeting.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/Finance Director
Gary Whitaker, Planning Director
Planning Staff
Engineering Staff
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

Mayor McFarland called this session of the City Council meeting to order.

Chairman Bob Lamb was present and presided over the special meeting of the Planning Commission. The following Commission Members were present:

Tom Clark
Ken Halliburton
Kathy Jones
Kirt Wade
Eddie Smotherman
Doug Young

Chairman Lamb called this session of the Planning Commission to order.

Mr. Bret Keist, Consultant with Kendig Keast Collaborative, presented a draft of the Murfreesboro 2035 Comprehensive Plan. This document is the result of a two-year planning process to develop the City's first Comprehensive Plan since 1989. It will serve as the City's blueprint for growth and development within the City's Urban Growth Boundary over the next 20 years. The plan is a comprehensive approach and process to address the complexities of future growth and change within the community. Through this process, a lot of issues were identified. The plan responds to each of those issues with concepts and strategies down to specific action statements. The Comprehensive Plan, Zoning Ordinance and Land Development Regulations need to be legally tied together so that there are planned policies and a future land use plan to help support decisions in the event of being challenged. It can become a legally binding document once it is adopted by the City Council. The document can then be used as a policy guide regarding decisions about development and enhancement of the community. While the plan will not address every community challenge in detail, it is meant to identify the overall strategy and end goals. A

comprehensive plan can be referred to as a land use plan because, in many cases, it deals with spatial issues related to the appropriate uses of land to address a range of compatibility issues between various uses of land, such as management of parks and the preservation of natural resources, identification and preservation of historical significant lands and structures and adequate planning for infrastructure needs. This document is written for a diverse group of people including residents, business and land owners, major institutions, civic groups, elected and appointed officials, and City staff. It is a document designed as a work in progress, one to be updated and amended as the community experiences unforeseen changes and new opportunities. Mr. Keist gave a general overview of the training goals and plan purposes for the Murfreesboro 2035 Comprehensive Plan and how it will be implemented through the roles and responsibilities of the City Council, Planning and Zoning Commissions, Plan Administrator, Department Heads, Partnerships, Annual Progress Reporting and Amendments, and Public Engagement. The Major Transportation Plan and the Major Thoroughfare Plan are currently being worked on and will be forthcoming for Council review and final approval by the end of the year. Mr. Keist addressed questions and comments from the Council and Planning Commission.

There being no further business, Chairman Lamb adjourned this special meeting of the Planning Commission at 2:03 p.m.

BOB LAMB - CHAIRMAN

There being no further business, Mayor McFarland adjourned this special meeting of the City Council at 2:03 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

August 25, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, August 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
Melissa Wright, City Recorder/Finance Director
Craig Tindall, City Attorney
David Ives, Assistant City Attorney
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

Council Member Rick LaLance commenced the meeting with a prayer followed by Ms. Ella Riley, FC Youth '03 Lady Storm Soccer Team, leading those present with the Pledge of Allegiance.

Mayor McFarland presented a Proclamation to Coach Billy Lewis and the Murfreesboro FC Youth '03 Lady Storm Soccer Team who were the first soccer team in the history of Murfreesboro to win a TSSAA Division 1 State Championship with a record 35-4-4. Coach Lewis and the team proudly represented Murfreesboro and Rutherford County by also winning the Cincinnati United Cup, Clarksville Invitation, Tennessee Cup and were the finalists in the Tennessee Invitational and Music City Invitational. Coach Lewis presented a plaque to the City and Parks & Recreation Department in appreciation for 1) recognizing that we can keep our talented ladies and young men here instead of going to other cities and bringing home a D-1 State Championship and 2) thanked the Council for providing the field space and things necessary to accomplish this. The Mayor and Council congratulated the team and their coach on the significant contributions, visibility and notoriety they had brought to Murfreesboro and Rutherford County.

Mayor McFarland announced that a ceremony was held prior to the Council meeting to pay tribute to Councilman Ronald T. Washington who has served on the City Council from 1998 to 2016; Planning Commission from 1993-2002; Council Liaison on Murfreesboro City School Board; Vice-Mayor; Member of the Pension Committee; Golf Commission; Linebaugh Library Board; Discovery Center; Urban Environmental Commission; Water & Sewer Board; Cable Commission; Airport Commission; City-County Cultural Arts Committee; Senior Citizens Advisory Board; National League of Cities Transportation, Infrastructure and

Services Committee from 1999-2004; Tennessee Municipal League Board; Discovery Center Board; Leadership Rutherford Board; Leadership Middle Tennessee Board; MTSU Foundation Board; Blue Raider Athletic Association Member; Murfreesboro Alumni Chapter Kappa Alpha Psi Fraternity, Inc.; Noon Exchange Club Member; Trustee at the Murfreesboro Olive Branch Missionary Baptist Church and represented the City on State and National levels. Councilman Washington was instrumental in the expansion of Patterson Park Recreation Center as Chairperson of the Patterson Park Study Committee and was instrumental in the South Maney Avenue upgrade. He was also a leader in various economic growth opportunities during his tenure on City Council including the Gateway Project, Medical Center Parkway, The Avenue and Embassy Suites and Conference Center. Mayor McFarland presented a key to the City and a Proclamation proclaiming August 25, 2016 as a day to honor Ronald T. Washington as a remarkable man for his many contributions and devotion to the citizens of this City that will be felt for many generations to come. Mr. Washington thanked the Council for their service and encouraged them to continue to build community trust and be sensitive to people who do not have a lot of voice.

The Consent Agenda was presented to the Council for approval:

- 1) Requests from Read to Succeed to hang a banner across East Main Street:
 - A. Literacy Day: July 28-August 7, 2017.
 - B. Reading in Schools Day: September 8-18, 2017.

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

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on July 21, 2016; special meeting (Joint Session MED) held on July 28, 2016; regular meeting held on July 28, 2016; special meeting (Public Comment) held on August 11, 2016; and regular meeting held on August 11, 2016. Ms. Scales Harris seconded the motion and all members of the Council voted "Aye".

An ordinance, entitled "ORDINANCE 16-OZ-33 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 150.5 acres in the Planned Industrial Development (PID) District (Parkway Place) located along Joe B. Jackson Parkway as indicated on the attached map; Mr. Joe Swanson, applicant [2016-422]," which passed first reading on August 18, 2016, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. Washington. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman

Ron Washington
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 16-OZ-33 here.)

Mayor McFarland announced that second and final reading of ORDINANCE 16-OZ-34, to rezone an area along Brinkley Road, had been withdrawn at this time.

An ordinance, entitled "ORDINANCE 16-OZ-35 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 2 acres along North Rutherford Boulevard and Old Lascassas Road from Commercial Fringe (CF) District to Highway Commercial (CH) District; Eric Lowman, applicant [2016-427]," which passed first reading on August 18, 2016, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. Washington. Upon roll call said ordinance was passed on second and final reading by the following vote:

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

Nay: None

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

(Insert ORDINANCE 16-OZ-35 here.)

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

(Insert letter dated August 22, 2016 here with regards to proposed Master License Agreement regarding Use of City ROW by ZAYO Group, LLC.)

The Assistant City Attorney reviewed the proposed Agreement and recognized Mr. Terry Davis, representative of ZAYO Group, LLC. Council requested that the Agreement be amended to reflect a 10-year term with a 10-year renewal as well as include language "to provide four (4) cables upfront and four (4) more cables if needed". Mr. Davis concurred with the request.

Mr. Washington made a motion to accept the recommendation of the Assistant City Attorney to approve the proposed Master License Agreement with the ZAYO Group, LLC and to include amendments as stated and agreed upon by the ZAYO Group, LLC representative for use of City ROW. Mr. Shacklett seconded the motion and all members of the Council voted "Aye" except Mr. LaLance voted to "Abstain".

Upon recommendation of Mayor McFarland, Mr. Washington made a motion to appoint Ms. Jennifer Garland to fulfill the Planning Commission vacancy of Mr. Kirt Wade whose term expires on June 30, 2017. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

Mayor McFarland presented an appointment to the Disciplinary Review Board to be considered at a future meeting.

The City Recorder/Finance Director indicated there were no Beer Permits to be considered at this time.

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

Under other business, the City Manager presented the following letter of recommendations from the Principal Planner:

(Insert letter dated August 22, 2016 here to reschedule a public hearing scheduled for October 13, 2016 for approximately 10.3 acres located along N. Thompson Lane & Wilkinson Pike to be rezoned from Single-Family Residential Fifteen (RS-15) District and Light Industrial (L-I) District to Commercial Medical (CM) District and Gateway Design Overlay (GDO-2) District [2016-434]; Highpoint Limited, LLC, applicant.)

The following RESOLUTION 16-R-PH-39.1 was read to the Council and offered for adoption upon motion made by Mr. Shacklett, seconded by Vice-Mayor Young. Upon roll call said resolution was adopted by the following vote:

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

Nay: None

(Insert RESOLUTION 16-R-PH-39.1 here to reschedule a public hearing scheduled for October 13, 2016 to September 22, 2016 for approximately 10.3 acres located along N. Thompson Lane & Wilkinson Pike to be rezoned from Single-Family Residential Fifteen (RS-15) District and Light Industrial (L-I) District to Commercial Medical (CM) District and Gateway Design Overlay (GDO-2) District [2016-434]; Highpoint Limited, LLC, applicant.)

Mr. Smotherman announced the passing of Mr. Jack Warren, owner of Mid-State Roller Rink. Thoughts and prayers were extended to his family.

There being no further business, Mayor McFarland handed the gavel to Mr. Washington who adjourned this meeting at 7:47 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

September 1, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 6:30 p.m. on Thursday, September 1, 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
Kirt Wade
Doug Young

The following representatives of the City were also present:

Rob Lyons, City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
Craig Tindall, City Attorney
Georgia A. Meshotto, Administrative Aide II

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

Mr. Tim Durham, property owner on Lytle Street, expressed his appreciation to the Council for the investment and time they have put into the Lytle Street project and surrounding area. He was especially appreciative of the staff working with business owners, listening to their concerns and making adjustments in the plans.

There were no others present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 6:36 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

September 1, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 7:00 p.m. on Thursday, September 1, 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
Kirt Wade
Doug Young

The following representatives of the City were also present:

Robert J. Lyons, City Manager
Melissa Wright, City Recorder/Finance Director
Craig Tindall, City Attorney
Chris Griffith, City Engineer
Mark Foulks, Fire & Rescue Chief
Pam Russell, Assistant Human Resources Director
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

Council Member Bill Shacklett recognized Mr. David Settles, newly elected School Board Member and Pastor at Living Word Worship Center, who commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland stepped down to the podium at this time to present a Proclamation to Isabella Williams, a 10-year old 5th grader at Barfield Elementary School, who competed in the United States Inter-Regional Highland Dance Championship for her age group in Grand Rapids, Michigan in July 2016 and earned the title of U S National Champion. Her win this year automatically qualifies her to compete in the United States Championship next year which will be held in Salt Lake City, Utah. For the last two years, she has won the Southeast Regional Championship in Savannah, Georgia. Isabella maintains an A+ average in school as well as the Principles List each grading period. She plays third base on her softball team, competes in horse shows locally and volunteers with ASAP Animal Rescue. Her parents, Don and Wendy Williams, were also present.

The Consent Agenda was presented to the Council for approval:

1) Letter of recommendations from the City Recorder/Finance Director: Acknowledgement of Receipt of City Manager's approved Budget Amendments for Fiscal Year 2017.

2) Letter of recommendations from the Planning Commission: Mandatory Referral [2016-714] for the disposition of surplus property along Florence Road; City Legal Department, applicant.

3) Letter of recommendations from the Street Superintendent: Purchase of AccuBrine Automated Brine Maker and Storage Tank.

4) Letter of recommendations from the Assistant City Manager: Kendig Keast Collaborative Contract Amendment No. 3.

- 5) Letter of recommendations from the Engineer Intern:
 - A. Mandatory Referral for Lot 23, Southpointe Business Campus.
 - B. Mandatory Referral for Todd's Lake.

- 6) Letter of recommendations from the Assistant City Manager: Request for Method of Approving RFCSP for Public Safety Training Facility.

- 7) Letter of recommendations from the Fire & Rescue Chief: Bids for the Purchase of Two (2) Types of Bailout Kits: CMC Rescue Escape Artist Systems & Petzl EXO-AP Personal Escape Systems.

- 8) Letter of recommendations from the Water & Sewer Board:
 - A. CUD Boundary Revision: Addition to Amendment No. 5, Polaris Hospital (Trustpoint).
 - B. Contract Renewal for Sherman Dixie Concrete Industries.
 - C. FY 2016-17 Vehicle Purchases for Stones River Water Treatment Plant.
 - D. FY 2016-17 Vehicle Replacement.
 - E. Department Participation in Sewer Main Extension for Krogers on Mercury Boulevard.
 - F. Geotechnical Engineering Services & Materials Testing for DeJarnette Lane PS No. 13 Replacement.
 - G. Proposal for Engineering Services for the Widening of John Rice Boulevard from HWY 96 to just North of Doe Drive.
 - H. Proposal for Engineering Services for St. Clair Street Improvements from N. Walnut Street to Memorial Boulevard.
 - I. Hoover Contract Renewal for Crushed Stone.
 - J. Bids for Auxiliary Raw Water Intake Standby Generator.
 - K. Purchase of 4-Wheel Drive Extended Cab Trucks.
 - L. Replace Unit No. 63 with New Vehicle.
 - M. Contingency Allowance Allocations for Sinking Creek WWTP Phase 4D.
 - N. Work Change Directive for Middle Tennessee Boulevard (MTB).
 - O. Asphalt Purchases Report.

- 9) Letter of recommendations from the Chief of Police:
 - A. Purchase of Vehicle Equipment for 25 Fully Equipped Vehicles.
 - B. Purchase of Mobile Video Systems.
 - C. Addition to Comcast I-Net System.
 - D. Purchase of Replacement Mobile Data Computer Equipment.

- 10) Letter of recommendations from the Solid Waste Director: Purchase of Three (3) 27-Yard Refuse Trucks and Packers.

(Insert letters from the City Recorder/Finance Director, Planning Commission, Street Superintendent, Assistant City Manager, Engineer Intern, Assistant City Manager, Fire & Rescue Chief, Water & Sewer Board, Chief of Police and Solid Waste Director here.)

Mayor McFarland noted that Item 8(K) & (L) had been withdrawn from the Water & Sewer Board recommendations. A revised Agreement with American ERT for the Petzel EXO-AP Personal Escape System replaced the agreement in Item 7 from the Fire & Rescue Chief with a letter of explanation from the Purchasing Director dated September 1, 2016.

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

An ordinance, entitled "ORDINANCE 15-OZ-66 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee as heretofore amended and as now in force and effect to zone approximately 6 acres along Spike Trail and Maya Drive (Foxfire Court) as Planned Residential Development (PRD) District, simultaneous with annexation; Ole South Properties, Inc., applicant [2016-419]," which passed first reading on July 21, 2016, was read to the Council and offered for passage on second and final reading upon

motion made by Mr. LaLance, seconded by Vice-Mayor Young. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Kirt Wade
Doug Young
Shane McFarland

Nay: None

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

(Insert ORDINANCE 15-OZ-66 here.)

Mayor McFarland announced that the next item on the agenda is to conduct a public hearing and consider a Certificate of Compliance for a Retail Liquor Store for Ansuya Desai at Boro's House of Booze, 902 Memorial Boulevard. The City Recorder/Finance Director indicated that this application was for an existing location with a new owner and a name change and all requirements had been met.

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

Vice-Mayor Young made a motion to approve a Certificate of Compliance for a Retail Liquor Store for Ansuya Desai at Boro's House of Booze, 902 Memorial Boulevard. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter of recommendations from the Assistant Human Resources Director was presented to the Council:

(Insert letter dated September 1, 2016 here with regards to Employee Wellness & Reward Program.)

The Assistant Human Resources Director gave an overview of the voluntary Employee Wellness and Reward Program, and the benefits that would result from employees participating in it.

Vice-Mayor Young made a motion to accept the recommendation of the Assistant Human Resources Director to approve an Agreement with Harris, Rothenberg International, Inc. D/B/A Humana Vitality. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 1, 2016 here with regards to EMS Medical Doctor and purchase of Franklin Heights Public Housing Property.)

The Fire & Rescue Chief stated that this Agreement is effective for an initial term of two (2) years with additional one-year renewals thereafter unless either party elects not to renew the Agreement.

Mr. Shacklett made a motion to accept the recommendation of the Fire & Rescue Chief to approve a Professional Services Agreement with Russell E. Galloway, M.D. in the amount of \$12,000.00, funded from FY 2017 Budget, to serve as the EMS Medical Director for the City of Murfreesboro Fire & Rescue Department. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The Fire & Rescue Chief gave an overview of the opportunities that a public safety training center would provide for the Police and Fire & Rescue Departments and answered questions from the Council.

Mr. LaLance made a motion to accept the recommendation of the Fire & Rescue Chief to approve the purchase of the Franklin Heights Public Housing property from the Murfreesboro Housing Authority in the amount of \$450,000, funded from the Capital Improvement Plan, for a new public safety training center for the Police and Fire & Rescue Departments. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

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

(Insert letter dated September 1, 2016 here with regards to property acquisition for Lytle Street Phase 2 improvements from Barker Street to Church Street.)

Mr. Smotherman made a motion to accept the recommendations of the City Engineer to approve acquisition of right-of-way and/or easements from the nine (9) remaining properties, to be funded from current bond issues and/or previous TML Loans, for improvements to Lytle Street Phase 2 from Barker Street to Church Street. Vice-Mayor Young seconded the motion and all members of the Council voted "Aye".

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

Aye: Madelyn Scales Harris
Rick LaLance
Bill Shacklett
Eddie Smotherman
Kirt Wade
Doug Young
Shane McFarland

Nay: None

(Insert RESOLUTION 16-R-20 here honoring Council Member Ronald T. Washington for his dedicated service to the City of Murfreesboro.)

Upon recommendation of Mayor McFarland, Vice-Mayor Young made a motion to appoint Mr. Zach Leister to fulfill the term of Mr. Pat Murphy on the Disciplinary Review Board with term ending September 30, 2017 and appoint Mr. Sean Gilliland to the Historic Bottoms Study Steering Committee. Mr. Wade seconded the motion and all members of the Council voted "Aye".

Mayor McFarland requested Council's consideration to elect a Vice-Mayor who will serve until the next City election.

Mr. Shacklett made a motion to appoint Mr. Doug Young as Vice-Mayor for a two-year term. Ms. Scales Harris seconded the motion and all members of the Council voted "Aye" except Mr. Young voted "Pass".

The City Recorder/Finance Director presented a Beer Permit Application for Uncle Maddio's, 125 Wendelwood Drive, Suite A (new location). This application is pending completion of all building and codes inspections.

Vice-Mayor Young made a motion to approve a Beer Permit for Uncle Maddio's at 125 Wendelwood Drive, Suite A, upon successful completion of all building and codes inspections. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The City Recorder indicated there were no statements to be considered at this time.

Under other business, the City Manager presented the following letter of recommendations:

(Insert letter dated September 1, 2016 here regarding Police Headquarters, Guaranteed Maximum Price and Packages 3 and 4 Contract.)

Vice-Mayor Young made a motion to accept the recommendation of the City Manager to approve a Contract with Bell & Associates Construction, L.P. in the amount of \$20,149,393, funded from 2016 General Obligation Bonds, for construction of the Police Headquarters. Ms. Scales Harris seconded the motion and all members of the Council voted "Aye".

Mayor McFarland welcomed the elected Council Members Bill Shacklett, Eddie Smotherman and Kirt Wade.

Mayor McFarland announced the opening of MTSU and True Blue weekend.

Mr. Shacklett announced that this is the last weekend for "Friday Night Concert on the Square".

There being no further business, Mayor McFarland adjourned this meeting at 7:35 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

September 12, 2016

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Conference Room at the Stones River Water Treatment Plant at 1:00 p.m. on Monday, September 12, 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

Vice-Mayor Young was not present for the first part of the meeting but arrived later.

The following representatives of the City were also present:

Robert J. Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Craig Tindall, City Attorney
Melissa Wright, City Recorder/Finance Director
Karl Durr, Chief of Police
Glen Godwin, Human Resources Director
Pam Russell, Assistant Human Resources Director
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

This meeting was held for the purpose of Council discussing issues dealing with Excessive Calls for Police Service at Apartments & Businesses; Payroll in Arrears; Performance Management; Classification & Compensation; and Power Board and Murfreesboro Electric Department.

The Chief of Police gave a report on excessive calls and situations that law enforcement responds to in high density areas and businesses which included shots fired, noise complaints, disturbances, suspicious subject, theft, drug violations, assault, vandalism and burglary. The report covered a three-year period and did not include data on medical or domestic violence calls. Council suggested updating the report to provide more accurate information by reviewing the citations and then make that data public for prospective renters to review. It would also be beneficial to meet with landlords and/or property owners to present this data and make them aware of these activities as well as educate them on proactive measures to deal with these situations. There was discussion to create an ordinance that would impose penalties on individuals who host unruly gatherings as well as landlords who continually allow unruly assemblies. It was suggested to consider a second ordinance that would increase accountability of apartment property owners and/or businesses for excessive calls for service and include a provision that would ban landlords from penalizing tenants for reporting crimes.

The Human Resources Director discussed the transition to "arrears" payroll processing. The design of Kronos time and attendance systems is not ideally configured to work with a "current" payroll schedule but rather designed to work in an "arrears"

environment. It creates an ongoing possibility of overpayment and underpayment scenarios for employees and makes it difficult for employees to understand how the Kronos system reconciliations represent actual time worked when receiving and comparing their payroll advice statements to their time cards. Arrears payroll provides for a more accurate synchronizing of employee time card entries and payroll advice statements especially with those employees who serve on a tour of duty in the Police or Fire & Rescue Departments. An employee focus group met in August 2016 to review the transition and options and were supportive of the transition to arrears payroll. Three options will be provided to employees for transitioning to arrears payroll to offset financial hardships: 1) Receive advance of approximately 75% of two week's gross earnings paid back by payroll deduction with a \$10 minimum per paycheck payment amount; 2) Payout of accrued benefits hours of either vacation, sick leave, or compensatory hours; or 3) "opting out" of receiving any payment which would result in no transition or advance of payroll and no usage of benefit hours. Implementation would require eight weeks following Council approval, and it would not be implemented prior to January 1, 2017. Human Resources and a Leadership Team would communicate to employees through group meetings, visual aids, and calendars. The majority of Council supported the transition to payroll in arrears and employee options for hardship loan/payment. There was also discussion regarding accrued sick and vacation time. The Finance Department and Human Resources would evaluate funding and budgeting of employees who run out their sick and vacation time for 2018.

Vice-Mayor Young arrived at this time and was present for the remainder of the meeting.

The Human Resources Director addressed the issue of Performance Management which is an approach to improve effectiveness and performance of people who work in companies or organizations. Implementing the Performance Management process is one that is very difficult to implement, and staff felt the need for a third party to help Council set some of the overall organizational goals in order to move toward performance and holding people accountable. Presently, employees are not evaluated on an annual basis. There needs to be intensive training and education followed up by employee conversations to receive their feedback. Council had concerns with fairness in application, and good employees who get continued encouragement while under-performing employees don't receive help to do better. It was also suggested that there be staff evaluations for supervisors and managers. Council supported drafting an RFP to hire a consultant to look at goals and objectives of a Performance Evaluation and bring back for Council review before moving forward.

The City Manager addressed Classification and Compensation which included discussion on total compensation, employee turnover, compensation philosophy and MAG Classification and Compensation Study. Council requested more information on the cities used for comparison and why locations far away were used. Compression issues were discussed and there was a request for more information on that subject. There was mention of an incentive or "signing" bonus and "retention" bonus used for hard to fill and/or keep positions. It was questioned if public safety should be in a separate category for pay considerations and a suggestion to lower their years of service for retirement age. There was some thought about coming up with an aggressive service provider fee schedule that is not at 55-60% of the market but rather at 75% of the market. Staff was directed to work on information for compression; comparison of market study for all classifications; if below market study, consider bonuses or raises; and that the information provided be clear so that it can be communicated to the employees.

Mayor McFarland addressed the Power Board and Murfreesboro Electric (MED) and the need for Council to decide what their objectives are for the City's electric utility and how best it should be overseen by the Council prior to advertising for the Electric Department's General Manager position to replace the retiring MED Manager. The City Attorney noted that it was decided at the Power Board meeting not to recruit outside services to advertise the position but to use internal resources. There is some uncertainty on the table as to whether or not the utility will be Council-managed or Board-managed which could affect the application process. The City Attorney was asked to get information as to who has the authority to remove a Board Member. It was a general consensus that Council should have some oversight over MED Power Board; decide what authority will remain with the Power Board; dissolve and recreate the Power Board; Power Board Members voted on individually; Power Board Members appointed by the Mayor rather than the City Manager; review draft of ordinance to amend the Power Board; and schedule a final joint meeting of the City Council and MED Power Board.

Mr. LaLance revisited the Classification and Comp Study and requested more information from Human Resources on job classification for the Assistant Human Resources Director as well as provide clarification on information for compression.

There being no further business, Mayor McFarland adjourned this meeting at 4:40 p.m.

SHANE MCFARLAND - MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 16-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 44 acres along Armstrong Valley Road from Single-Family Residential Fifteen (RS-15) District to Single-Family Residential Eight (RS-8) District; Cornerstone Development, applicant [2016-428].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Eight (RS-8) 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



PUD

PRD

BLACKWELL BLVD

LANTERN LN

HYDE CT

ARMSTRONG VALLEY RD

RS-15

RS-8

Area
Rezoned from
RS-15 to RS-8

Ordinance 16-OZ-36

THOMPSON RD

YEARGAN RD

ASHLEY DR



City of Murfreesboro

Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Barbara Hutson Fry
Age	56
Home Address	2107 Wilkinson Pike
Residency City/State	Murfreesboro, TN
Race/Sex	W/F

10 Year Background Check Findings:

City of Murfreesboro:	None
Rutherford County:	None
Nashville/Davidson County:	None

Name	A. Curtis Hutson, Jr.
Age	55
Home Address	450 East Main Street
Residency City/State	Murfreesboro, TN
Race/Sex	W/M

10 Year Background Check Findings:

City of Murfreesboro:	None
Rutherford County:	None
Nashville/Davidson County:	None

Name of Business Entity	Bubba's Wine & Liquors
Name of Business	Bubba's Wine & Liquors
Business Location	2510 S. Church Street

Type of Application:

New Location	_____
Ownership Change	_____
Name Change	_____
Renewal	<u> X </u>
Corporation	_____
Partnership	<u> X </u>
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

September 15, 2016

Honorable Mayor and Members of City Council

Re: Public Hearing to be held July 22, 2016

Background

Attached is additional information for the public hearing to be held by the City Council. The item is as follows:

- a. Zoning application [2016-434] for approximately 10.3 acres located along North Thompson Lane and Wilkinson Pike to be rezoned from RS-15 & L-I to CM and GDO-2, Highpoint Limited LLC applicant. The Planning Commission voted to recommend approval unanimously.

Recommendation

The City Council will need to conduct a public hearing on this matter after which it will consider an ordinance for its adoption.

Concurrences

The Murfreesboro Planning Commission conducted a public hearing on this item during its regular meeting on August 3, 2016. The Planning Commission is recommending approval of these items.

Attachments

1. Staff Comments from the Planning Commission meeting
2. Illustrations of the areas
3. Minutes of the Planning Commission meeting
4. Miscellaneous exhibits and materials

Respectfully Submitted,

Margaret Ann Green, AICP
Principal Planner

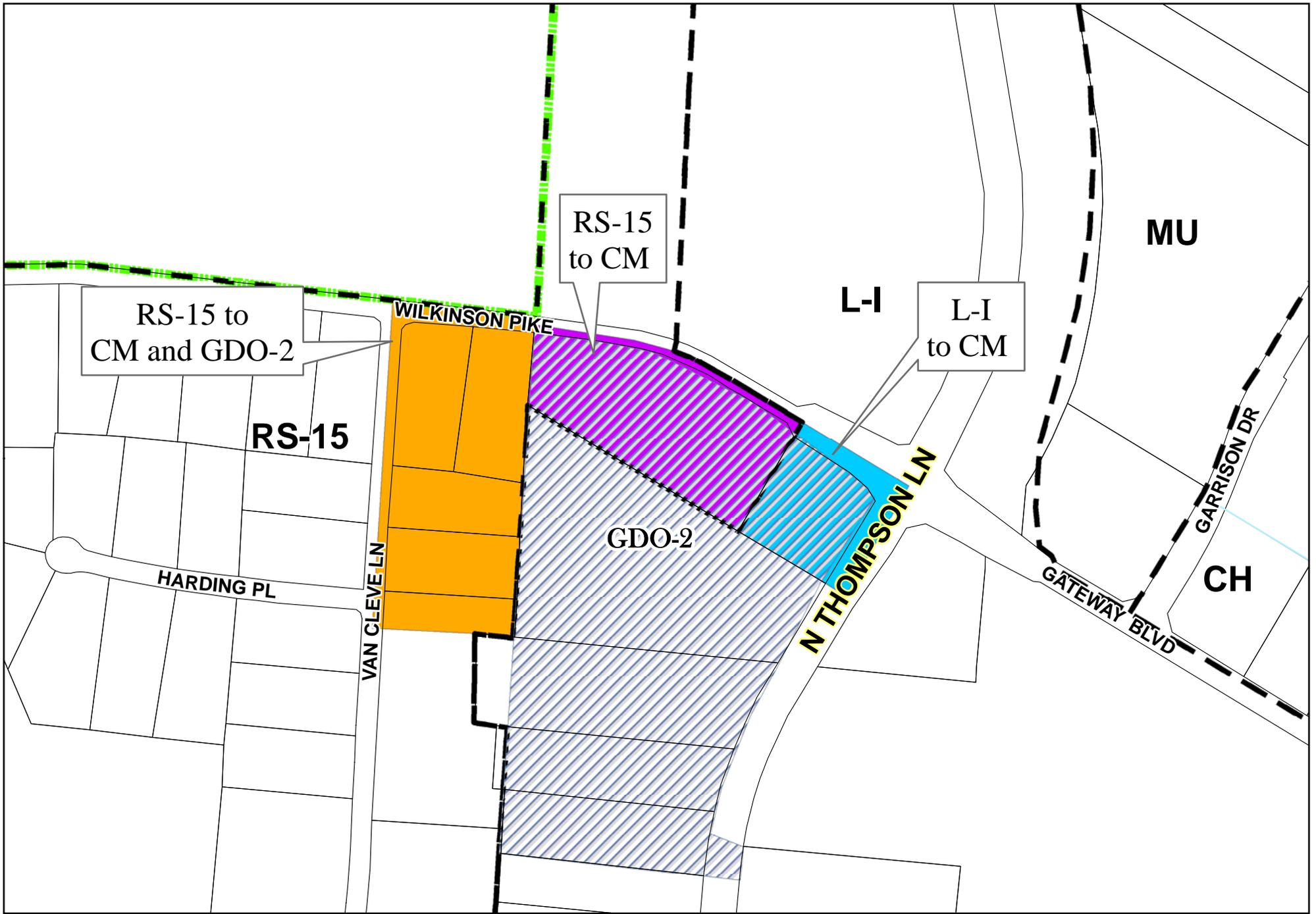
**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
AUGUST 3, 2016**

- 3.c. Zoning application [2016-434] for approximately 10.3 acres located along North Thompson Lane and Wilkinson Pike to be rezoned from RS-15 & L-I to CM and GDO-2, Highpoint Limited LLC applicant.**

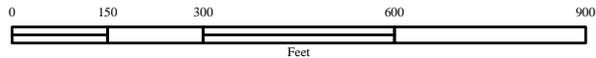
The subject area consists of 6 parcels and a portion of a 7th parcel. The subject area is located south of Wilkinson Pike, west of North Thompson Lane and east of Van Cleve Lane. A developed single family subdivision is located to the west of the study area. The battlefield is located to the north, commercial developments to the south and the St. Thomas Rutherford Hospital is to the east (zoned L-I). TrustPoint Hospital (formally Polaris) is located to the south. TrustPoint was constructed in accordance with GDO standards in 2012 and has been serving Rutherford County as an Acute Care General Hospital. The hospital provides physical medicine and rehabilitation, behavior health for adults and seniors and acute medical psychiatry services. The applicant wishes to expand the TrustPoint medical facility and has a contract to purchase additional parcels, which are the subject of this application. The rezone request is to rezone a parcel from L-I to CM (Commercial Medical District); to rezone the additional property from RS-15 to CM. The request is also to include all the parcels within the GDO-2 overlay.

The CM district allows institutional and very limited commercial uses. The purpose of this district is to provide a zoning category devoted primarily to health-related uses. This district is designed to permit the development, expansion and modernization of hospitals, clinics, medical laboratories, and medical offices.

The applicants held a neighborhood meeting on July 27th at St. Thomas Rutherford Hospital. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



**Rezoning Request for Property Along N. Thompson Ln.
from RS-15 and L-I to CM and GDO-2**



June 30, 2016

Mr. Matthew Blomeley
Murfreesboro Planning & Engineering Dept
111 W. Vine St
Murfreesboro, Tennessee 37130

RE: Rezoning Request Cover Letter
Trustpoint Hospital
Murfreesboro, Tennessee
SEC Project No. 10092

Dear Mr. Blomeley:

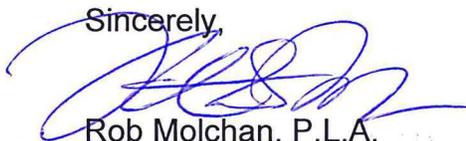
Please accept this letter along with the attached application form as our official request to the City of Murfreesboro to rezone Tax Map 79 Parcel 73.01 from L-I to CM, and to rezone Parcels 73.00, 74.00, 75.00, 76.00, 77.00 of Tax Map 79, as well as portion of Parcel 14.00 of Tax Map 92 from RS-15 to CM. The entire area for this request is approximately 10.26 acres in size. Additionally, we are requesting that Parcels 74.00, 75.00, 76.00, 77.00 of Tax Map 79, and a portion of Parcel 14.00 of Tax Map 92 be rezoned to GDO-2 to match the remaining properties.

The properties are currently undeveloped and located along N. Thompson Lane, Wilkinson Pike, and Van Cleve Lane. The existing uses range from vacant residential property, houses, and abandoned gas station.

The applicant is requesting rezoning all of these properties to allow expansion of Trustpoint Hospital's campus. Trustpoint Hospital initially opened in 2011. Since that time, the demand for their services has outpaced the current facility's capacity. The proposed expansion will provide for a 2-story medical office building, expansion of the existing hospital building, and construction of a new 2-story hospital. The ultimate build-out is projected to have approximately 222 beds on the entire campus.

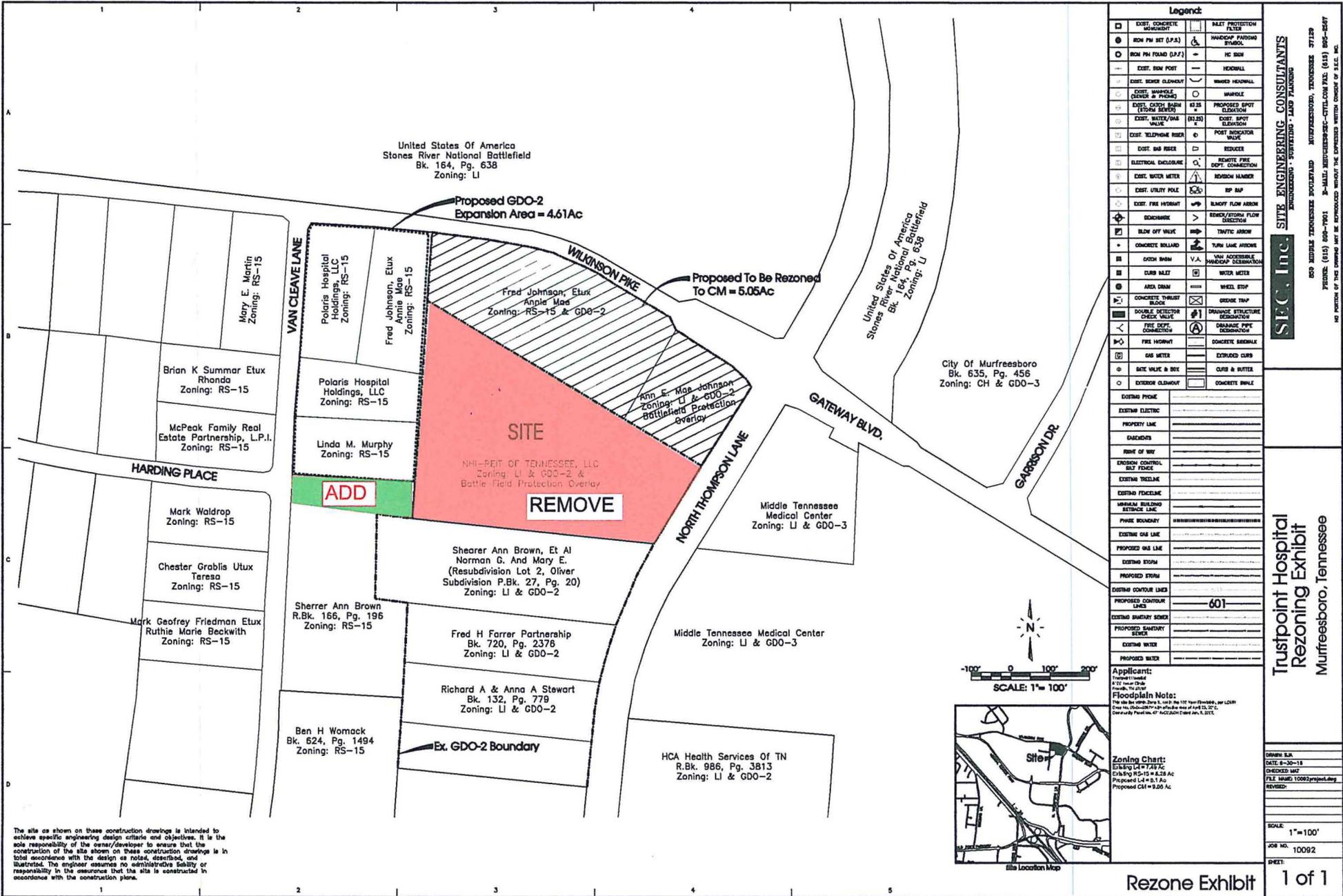
We have attached an exhibit related to this project showing the relation of this property to surrounding developments. If you should have any questions concerning this request, please feel free to call me at (615) 890-7901 or via email at rmolchan@sec-civil.com

Sincerely,



Rob Molchan, P.L.A.
SEC Inc.

RECEIVED
JUN 30 2016
BY:



The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the owner/developer to ensure that the construction of the site shown on these construction drawings is in total accordance with the design as noted, described, and illustrated. The engineer assumes no administrative liability or responsibility in the assurance that the site is constructed in accordance with the construction plans.

Legend:

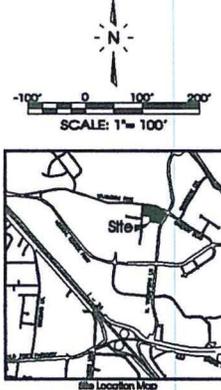
EXIST. CONCRETE MONUMENT	PALET PROTECTION FILTER
IRON PIN SET (P.S.)	HANDICAP PARKING SPACES
IRON PIN FOUND (P.F.)	VC SIGN
EXIST. SIGN POST	HEADWALL
EXIST. SEWER CLEWOUT	SHEDS HEADWALL
EXIST. MANHOLE (COVER & FRAME)	MANHOLE
EXIST. CATCH BASIN (UNDER MANHOLE)	PROPOSED SPOT ELEVATION
EXIST. WATER/WAS VALVE	EXIST. SPOT ELEVATION
EXIST. TELEPHONE RISER	POST INDICATOR VALVE
EXIST. GAS RISER	REDUCER
ELECTRICAL ENCLOSURE	REMOTE FIRE HOSE CONNECTION
EXIST. WATER METER	REVISION NUMBER
EXIST. UTILITY POLE	SP RAMP
EXIST. FIRE HOSEWENT	BLAST FLOW ARROW
EDGMARK	RENDS/STORM FLOW DIRECTION
BLOW OFF VALVE	TRAVEL ARROW
CONCRETE BOLLARD	TURN LANE ARROW
DOCK BARN	VAN ACCESSIBLE HANDICAP DESIGNATION
CLUB MALET	WATER METER
AREA DRAIN	WHEEL STOP
CONCRETE CURB/STREET BLOCK	GRASS TRAP
DOUBLE DETECTOR CHECK VALVE	DRAINAGE STRUCTURE ELEVATION
FIRE DEPT. CONNECTION	DRAINAGE PIPE CONNECTION
FIRE HOSEWENT	CONCRETE SIDEWALK
GAS METER	EXPLODED CURB
SITE VALVE & BOX	CURB & RUTTER
EXTERIOR CLEWOUT	CONCRETE BRINK

EXISTING PHONE	
EXISTING ELECTRIC	
PROPERTY LINE	
EASEMENTS	
ROOF OF ROOF	
EXISTING CONTROL BUILT FENCES	
EXISTING TRUCKLINE	
EXISTING FENCELINE	
MINIMUM BUILDING SETBACK LINE	
PRIME BOUNDARY	
EXISTING GAS LINE	
PROPOSED GAS LINE	
EXISTING STORM	
PROPOSED STORM	
EXISTING CONTOUR LINES	
PROPOSED CONTOUR LINES	601
EXISTING SANITARY SEWER	
PROPOSED SANITARY SEWER	
EXISTING WATER	
PROPOSED WATER	

Applicants:
Trustpoint Hospital

Floodplain Note:
The site lies within Zone X, which is the 1% Year Floodplain, per LHM. Over the 100-year period, the site is not within the 1% Year Floodplain, per LHM. Consult the Floodplain Map of the State of Tennessee.

Zoning Chart:
EXISTING ZONING: RS-15
PROPOSED ZONING: LI & GDO-2
PROPOSED CUMULATIVE: 9.00 AC



SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING

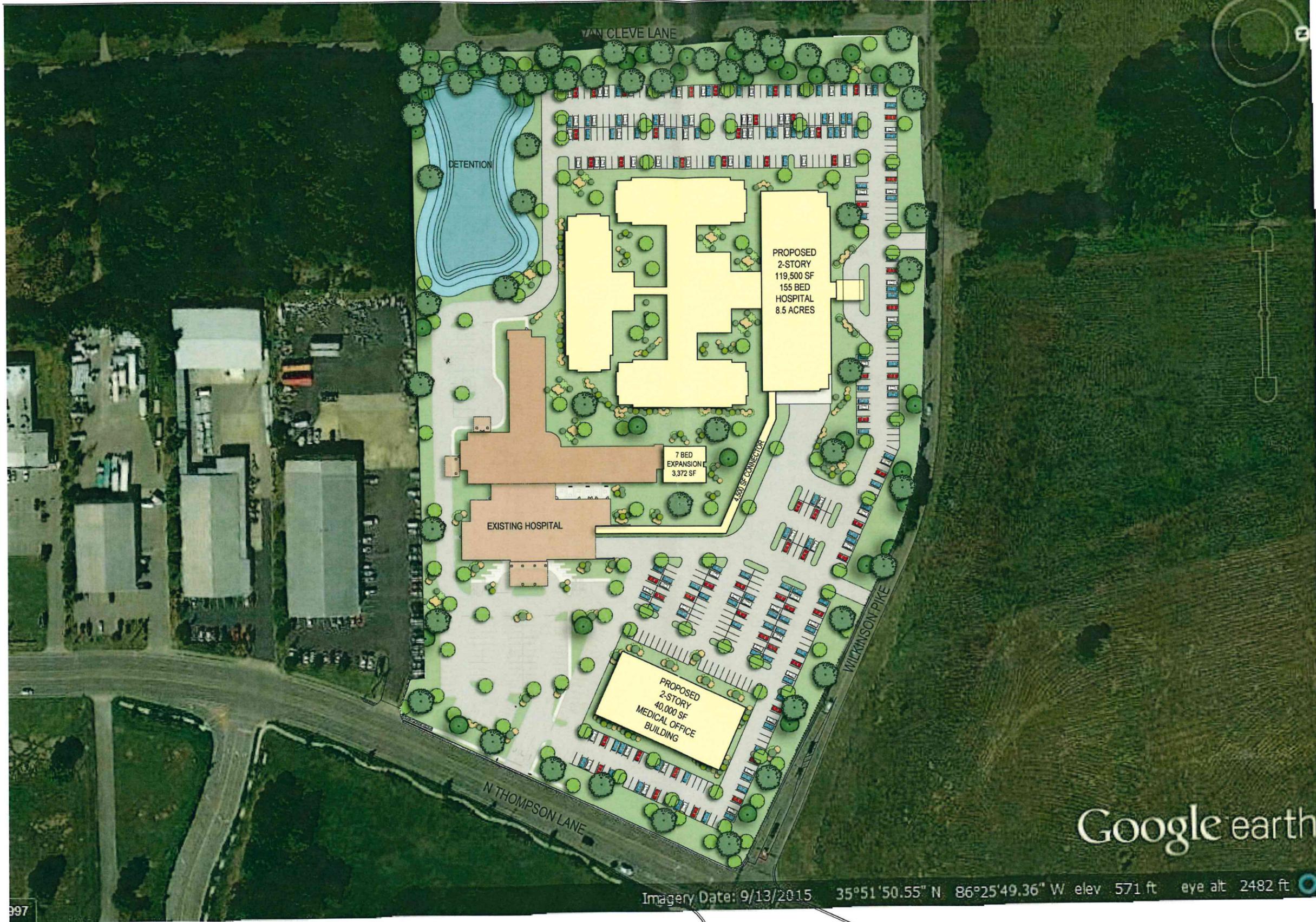
650 HIGHWAY 700, WYOMING, MISSISSIPPI 39187
PHONE: (601) 908-7901 FAX: (601) 908-7902
NO PORTION OF THIS DRAWING SHALL BE REPRODUCED WITHOUT THE EXPRESS WRITTEN CONSENT OF S.E.C., INC.

Trustpoint Hospital Rezoning Exhibit
Murfreesboro, Tennessee

DRAWN BY: DATE: 6-30-18
CHECKED BY: FILE: 100832project.dwg
REVISIONS:

SCALE: 1"=100'
JOB NO: 10092
SHEET: 1 of 1

Rezone Exhibit





16013



TRUSTPOINT HOSPITAL OF MURFREESBORO EXPANSION

MURFREESBORO, TENNESSEE

PERSPECTIVE

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 3, 2016

7:00 PM

CITY HALL

MEMBERS PRESENT

Bob Lamb, Chairman
Kirt Wade
Ken Halliburton
Eddie Smotherman
Kathy Jones
Tom Clark

STAFF PRESENT

Gary Whitaker, Planning Director
Margaret Ann Green, Principal Planner
Matthew Blomeley, Principal Planner
Joe Ornelas, Planner
Carolyn Jaco, Recording Assistant
David Ives, Assistant City Attorney
Ram Balachandran, Traffic Engineer
Sam Huddleston, Assistant City Engineer

Chairman Bob Lamb called the meeting to order after determining there was a quorum.

Chairman Lamb announced that Mr. Sam Huddleston had recently been promoted in the Engineer Department as the Assistant City Engineer. Chairman Lamb complimented Mr. Huddleston for his hard and dedication with the City of Murfreesboro. This is a well deserve promotion.

Public Hearings

Zoning application [2016-429] for approximately 0.8 acres located along Reid Avenue to be rezoned from RD to RS-4, Robert James & Betty French applicant. Mr. Matthew Blomeley began by describing the subject property located along the north side of Reid Avenue, east of South Highland Avenue and west of South University Street. It consists of one parcel, which is currently vacant and zoned RD (Residential Duplex). It is also located within the CCO (City Core Overlay District). Previously, there was a house and a mobile home on the property, but the mobile home has been removed and the house was destroyed by fire. The applicant wishes to transfer the property to Rutherford County Habitat for Humanity and has requested the rezoning from RD to RS-4 (Single-Family Residential District 4) so that Habitat for Humanity can resubdivide the property into two (2) lots of records.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 3, 2016

Mr. Ken Halliburton made a motion to approve the rezoning request, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Zoning application [2016-434] for approximately 10.3 acres located along North Thompson Lane and Wilkinson Pike to be rezoned from RS-15 & L-I to CM and GDO-2, Highpoint Limited LLC applicant.

Ms. Margaret Ann Green began by describing the subject area which consists of 6 parcels and a portion of a 7th parcel. The subject area is located south of Wilkinson Pike, west of North Thompson Lane and east of Van Cleve Lane. A developed single family subdivision is located to the west of the study area. The battlefield is located to the north, commercial developments to the south and the St. Thomas Rutherford Hospital is to the east (zoned L-I). TrustPoint Hospital (formally Polaris) is located to the south. TrustPoint was constructed in accordance with GDO standards in 2012 and has been serving Rutherford County as an Acute Care General Hospital. The hospital provides physical medicine and rehabilitation, behavior health for adults and seniors and acute medical psychiatry services. The applicant wishes to expand the TrustPoint medical facility and has a contract to purchase additional parcels, which are the subject of this application. The rezone request is to rezone a parcel from L-I to CM (Commercial Medical District); to rezone the additional property from RS-15 to CM. The request is also to include all the parcels within the GDO-2 overlay.

The CM district allows institutional and very limited commercial uses. The purpose of this district is to provide a zoning category devoted primarily to health related uses. This district is designed to permit the development, expansion and modernization of hospitals, clinics, medical laboratories, and medical offices.

The applicants held a neighborhood meeting on July 27th at St. Thomas Rutherford Hospital, which had been well attended.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 3, 2016

Mr. Bricke Murfree, Mr. Matt Taylor and Dr. Jeffrey Woods, CEO of Trustpoint Hospital were in attendance to represent the applicant.

Mr. Bricke Murfree came forward to describe the proposal for the expansion of this hospital. He began a power point presentation making known this proposal includes the following:

- This hospital is for behavioral healthcare, mental health care, and patient rehabilitation healthcare
- This site includes a Tennessee State Certificate of Need to serve Rutherford County and Bedford County
- Two story medical office building
- Expansion of the existing hospital building
- Two story hospital facility
- Expand the number of beds for future needs from 101 beds to 249 beds
- Have met and have reached out to area residents to make known the proposal regarding this rezoning proposal.
- Have met with representatives from Stones River National Battlefield to make known the proposal for this rezoning request and to discuss ways for these two sites to integrate.
- No construction traffic, no egress or ingress along Van Cleve Lane
- Work with the City of Murfreesboro regarding the future expansion of Wilkinson Pike
- Create pedestrian friendly access with area streets to the historic battlefield.
- Enhance the buffer and setbacks along Van Cleve Lane

Dr. Jeffery Woods, Chief Executive Office, TrustPoint, came forward to explain the vision for the expansion of their hospital campus as being the following:

- This hospital has expanded three different occasions since opening this facility in 2012.
- The need for this type facility has exceeded the pace for care of patients in this area. Currently, they are turning away 200 people a month due to lack of availability of patient

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 3, 2016

beds. In addition, 300 people are being turned away each month due to lack of service line.

- He has been involved in several meetings with residents and area businesses to address their issues and concerns.
- It has been made known with this proposal their commitments with this proposal so this request can move forward.

Mr. Matt Taylor came forward to present the proposed site design as being the following:

- This site will have three access points. One access from Thompson Lane and two access points from Wilkinson Pike. No access point onto Van Cleve Lane.
- All proposed buildings will only be two stories
- Identify and improve drainage with this development
- Landscaping buffers along the west and south boundaries
- Proposed parking will be 50 – 70 feet from their existing right of way. Their intent is to leave as many mature trees possible.
- A physical barrier including a six foot wrought iron appearance fence along Van Cleve Lane and the southern portion of the property towards Roscoe Brown.
- Meet all Gateway Design Guidelines regarding their building materials and landscaping
- Propose a multiuse trail along Wilkinson Trace to the historic battlefield

Chairman Bob Lamb opened the public hearing.

1. **Ms. Mary Martin 2123 Harding Place** – opposes this rezoning request. Would like to keep the current conditions of her neighborhood
2. **Mr. Jonathon McPeak 1605 VanCleve Lane** – opposes this rezoning request. He does not want the hospital being viewed from his front yard.
3. **Ms. Barbara (?) 2107 Wilkson Pike** – opposes this rezoning request. She has concerns with the drainage in this area.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 3, 2016

4. **Mr. Frank Caperton 1411 VanCleve** – wanted to know if the 50-foot buffer would be placed along the existing Wilkinson Pike right of way or the future improved Wilkinson Pike right of way. Would there be underground utilities placed with the road improvements.
5. **Dr. Mark Friedman 1509 VanCleve Lane-** opposes the expansion of the hospital due to the following:
 - The propose size of the development would be overwhelming to the community and historical area
 - Affects the sight lines and the impact to the battlefield
 - Existing tree line being affected with the widening of Wilkinson Pike
 - Safety concerns with the pedestrians in this area
6. **Ms. Misty Womble 2122 Harding Place** – has concerns about the dangerous types of health issues some patients may have to themselves or to others. She requested the following safeguards be mandatory:
 - Absolutely no access on Van Cleve Lane from TrustPoint hospital
 - If a patient leaves Trustpoint without being properly discharged the hospital must notify every homeowner with a reverse 911 alert or a text, until the patient has been found; this alert would apply around the clock.
 - A tall aesthetic security fence with landscaping
 - Provide a multi-use path along Wilkinson Pike that will provide a safe crosswalk to the battlefield
7. **Mr. Roger Davenport 2116 Harding Place-** feels this proposal is too aggressive. This development would affect the appearance of the national park, the civil war trees, the battlefield and their community. Would there be security

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 3, 2016

guards with this development. In addition, the setbacks should be greater than what is being proposed.

8. **Mr. Mike Weems 2111 Harding Place**- he feels this development will impact their neighborhood regarding safety, blasting, and construction.

Chairman Bob Lamb closed the public hearing.

Mr. Gary Whitaker requested Dr. Woods to address the concerns that had been presented regarding safety and the number of beds with this proposal. Dr. Woods made known seventy percent of their patients are voluntary, who are seeking the right treatment for what is ailing them. Thirty percent of the patients come from legal detention for evaluation by a psychiatrist to make certain they will not harm themselves, or harm others. In addition, they will make certain the patients are not disabled and the patient can care for themselves. Currently, the hospital has eleven security officers that are part of their staff. All staff members are trained in Prevention in Management of Aggressive Behavior (PMAB). These techniques are to respond to any issues that may arise in the hospital. These type of issues are usually 0 percent. Any issue has to be reported and this is not an issue at this hospital. Patients are secured with multiple barriers to keep them from leaving the hospital without the hospital's consent. Patients who have come on voluntary bases are assessed to make certain what is best for the patient. Under state statute they can contain a patient for twelve hours to make sure it is okay for the patient to leave the hospital. They have redundant policies in place that protect the patients, staff, the hospital and the community. Continuing, Dr. Wood explained the area VA hospital has a substantial psychiatric population and have provided services over thirty years. To date, the VA hospital has virtually not had any issues. TrustPoint hospital provides services for VA individuals as well, that is part of our contract with the government. In closing, Dr. Woods explained he has met with the neighbors, have made concessions in respect to what the neighbors would like to

MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 3, 2016

see that enhances their security. They are committed in making these safety practices with the area residents.

Mr. Ken Halliburton wanted to know if the reverse 911, texting etc. would be included as part of their agreement. Dr. Woods answered they would provide an alert text to all the neighbors who would want to participate. They have the technology with administration at the hospital and would be willing to add area neighbors into their system to keep them informed until the issue is resolved.

Mr. Matt Taylor explained the development would improve the drainage in this area. Mr. Sam Huddleston explained the roadway design the city proposes for the widening of Wilkinson Pike. This would include a pedestrian friendly multi use path and a bicycle path to the battlefield, while preserving the existing character of the roadway. There are commitments made regarding the road widening project which would protect the battlefield area up towards Greshampark Drive. Chairman Bob Lamb wanted an explanation how the fifty-foot buffer would be measured from right of way. Mr. Matt Taylor explained along Van Cleve Lane there would be a 50 foot buffer along Van Cleve Lane before and after the widening of Wilkinson Pike. In addition, road widening of Wilkinson Pike would include a 20-foot buffer, fence and a multiuse path.

Mr. Ken Halliburton made a motion to approve the rezoning request, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Annexation Plan of Services and annexation petition [2016-508] for approximately 13.4 acres located along Veterans Parkway east of Cason Lane, Ardavan Afrakhteh applicant.

Mr. Matthew Blomeley began by describing the subject property located along the north side of Veterans Parkway just east of the intersection of Veterans Parkway and Cason Lane. Veterans Parkway was recently reconstructed in front of the subject property and, according to the Engineering Department, the construction is substantially complete. The subject parcel totals 9.9

ORDINANCE 16-OZ-39 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.3 acres along North Thompson Lane and Wilkinson Pike from Single-Family Residential Fifteen (RS-15) District and Light Industrial (L-I) District to Commercial Medical (CM) District and Gateway Design Overlay (GDO-2) District; Highpoint Limited, LLC, applicant [2016-434].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Commercial Medical (CM) District and Gateway Design Overlay (GDO-2) 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



Area
Rezoned from
RS-15 to CM
and GDO-2

Area
Rezoned from
RS-15 to CM

Area
Rezoned from
L-I to CM

RS-15

MU

WILKINSON PIKE

RS-15

GATEWAY BLVD

VAN CLEVEL LN

N THOMPSON LN

L-I

CH

MU

PCD

PUD

Ordinance 16-OZ-39





... creating a better quality of life.

Regular Agenda

September 8, 2016

Honorable Mayor and Members of City Council

Re: Planning Commission recommendations

Background

During its regular meeting on September 7, 2016 the Planning Commission conducted public hearings on the matters listed below. After the public hearings, the Planning Commission discussed the matters and then took action to recommend their approval:

- a. Zoning application [2016-440] for approximately 1.2 acres located along East Clark Boulevard to be rezoned from RS-15 to PRD (Cottages on Clark), Blue Sky Construction applicant.
- b. Annexation Plan of Services and annexation petition [2016-511] for approximately 32.8 acres located along Barfield Road, Ted Petty applicant.
- c. Zoning application [2016-436] for approximately 17.2 acres located along Barfield Road to be zoned RZ simultaneous with annexation, Ted Petty applicant.
- d. Annexation Plan of Services and annexation petition [2016-510] for approximately 84 acres located along Old Salem Road, David Alcorn, Rucker Donnell Foundation, and Linda Gilley applicants.
- e. Zoning application [2016-442] for approximately 34.1 acres located along Old Salem Road to be zoned CF simultaneous with annexation and approximately 17.6 acres to be rezoned from OG to CF, Rucker Donnell Foundation applicant.
- f. Annexation Plan of Services and annexation petition [2016-513] for approximately 109.5 acres located along New Salem Highway, Rucker Donnell Foundation applicant.

- g. Zoning application [2016-441] for approximately 109.5 acres located along New Salem Highway to be zoned RS-10 simultaneous with annexation, Rucker Donnell Foundation applicant.
- h. Proposed amendments to the sign ordinance regarding the addition of 2 additional types of signs, signs in easements, & delete height limitations on attached signs in the CBD [2016-803], City of Murfreesboro Legal Department applicant.

Recommendation

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

Concurrences

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

Fiscal Impact

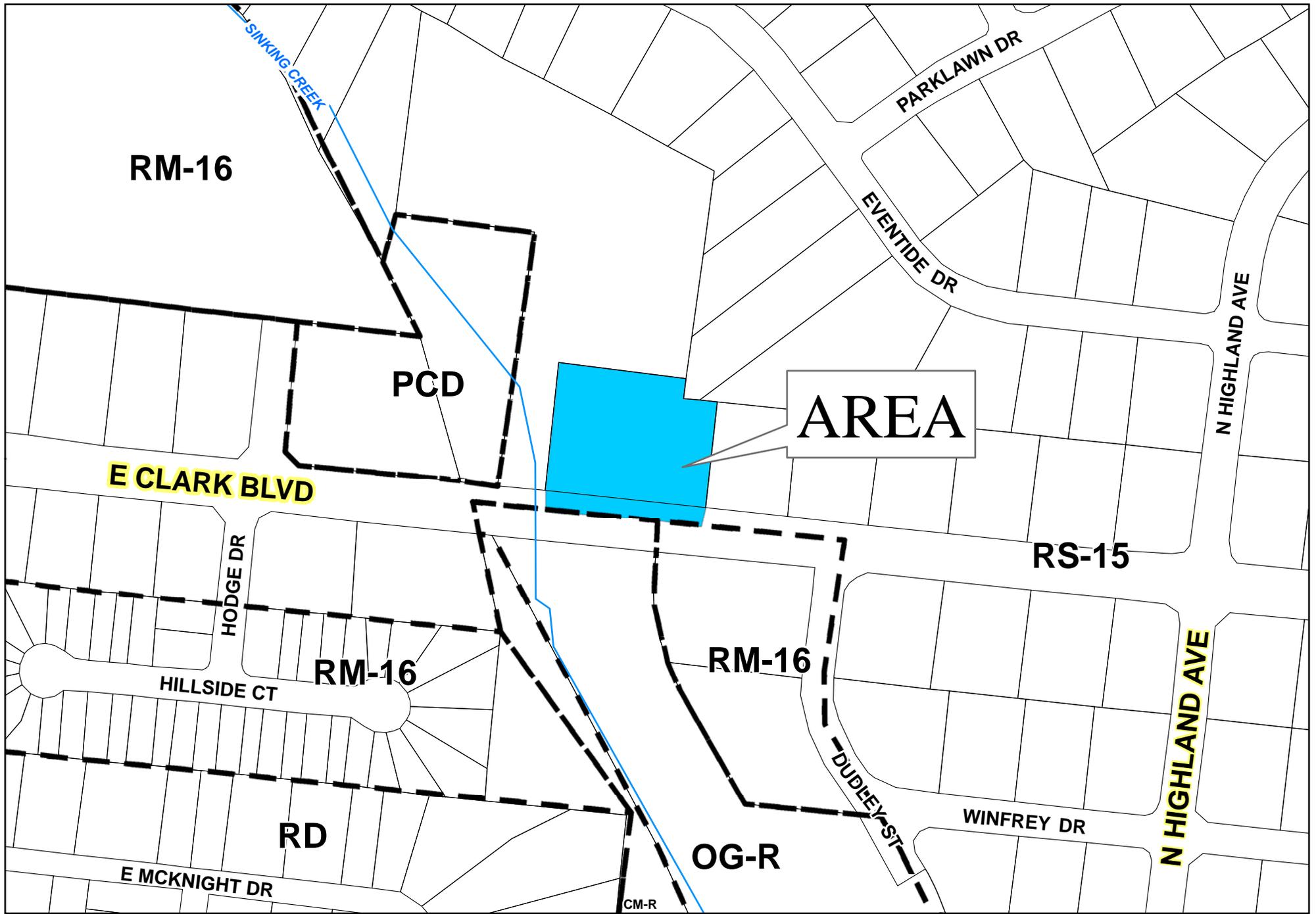
Staff is not aware of any fiscal impact that will result directly from this recommendation.

Attachments

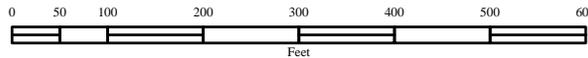
1. Illustrations of the areas.

Respectfully Submitted,

Matthew T. Blomeley, AICP
Principal Planner

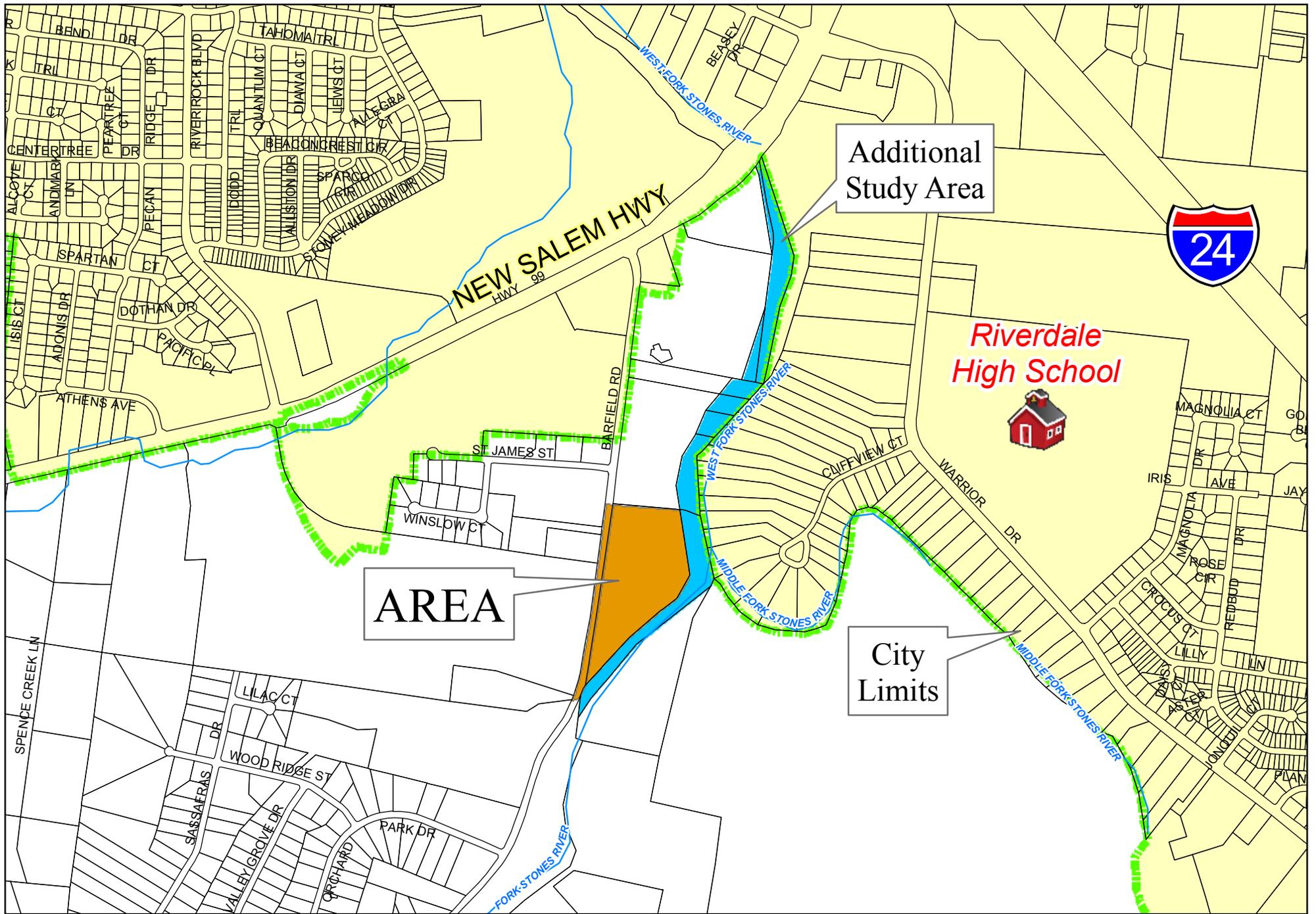


**Rezoning Request for Property Along E. Clark Blvd.
from RS-15 to PRD**



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

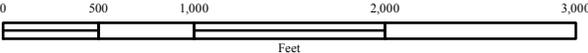




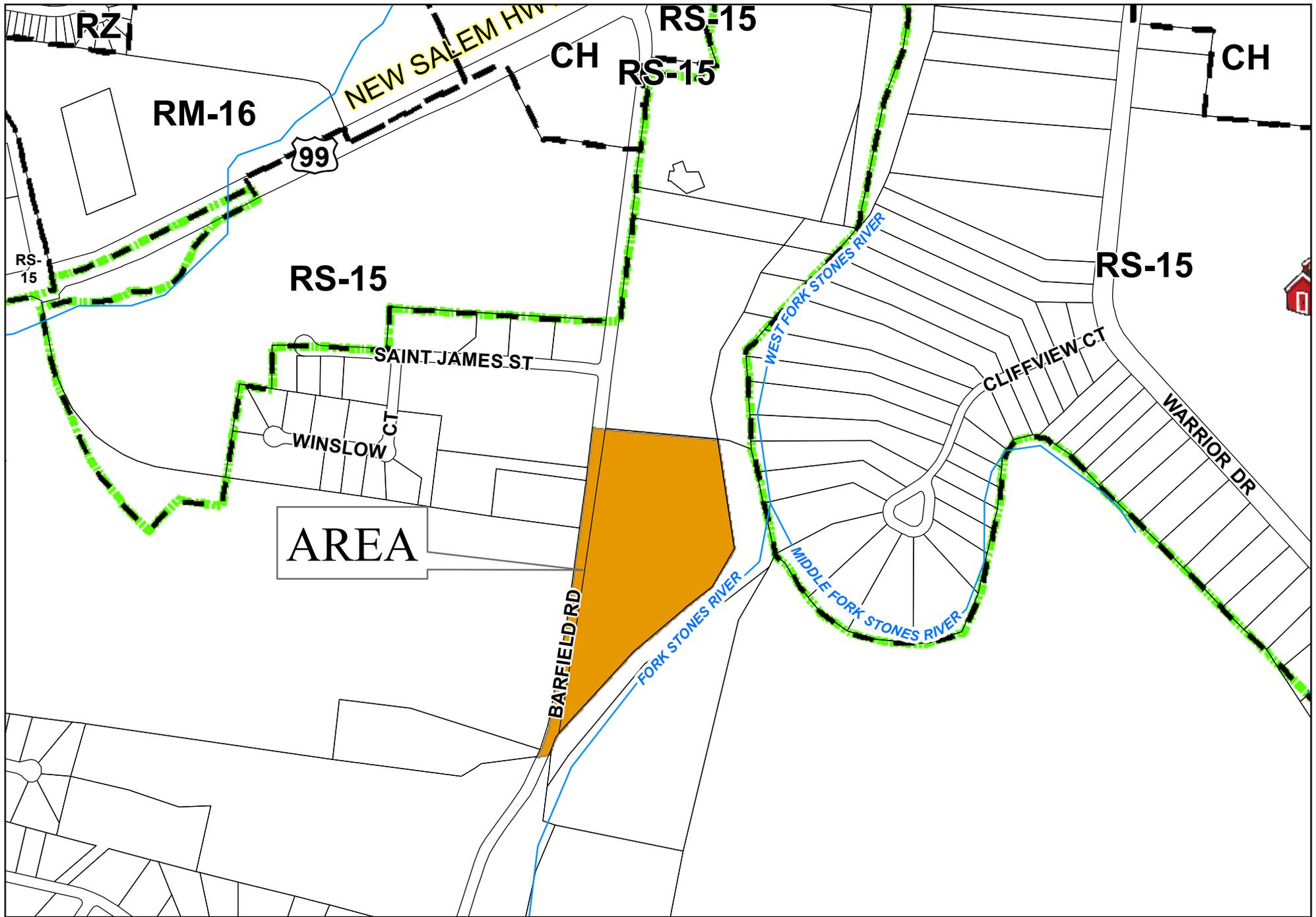
Annexation Request for Property Along Barfield Rd.



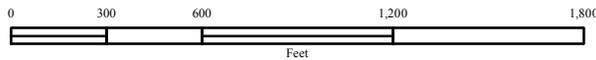
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GIS Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

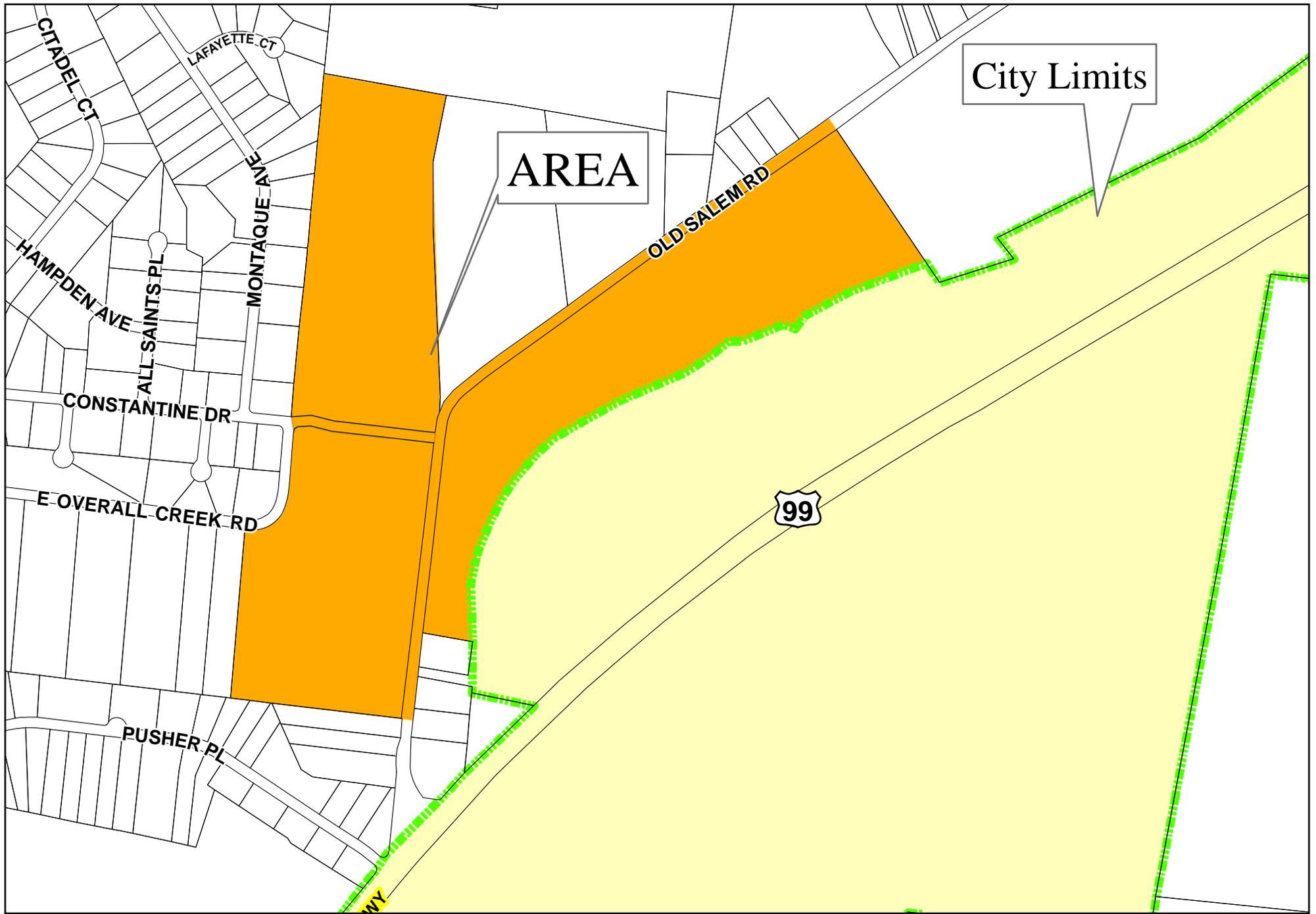


**Zoning Request for Property Along Barfield Rd.
RZ Simultaneous with Annexation**

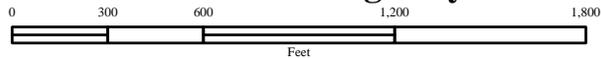


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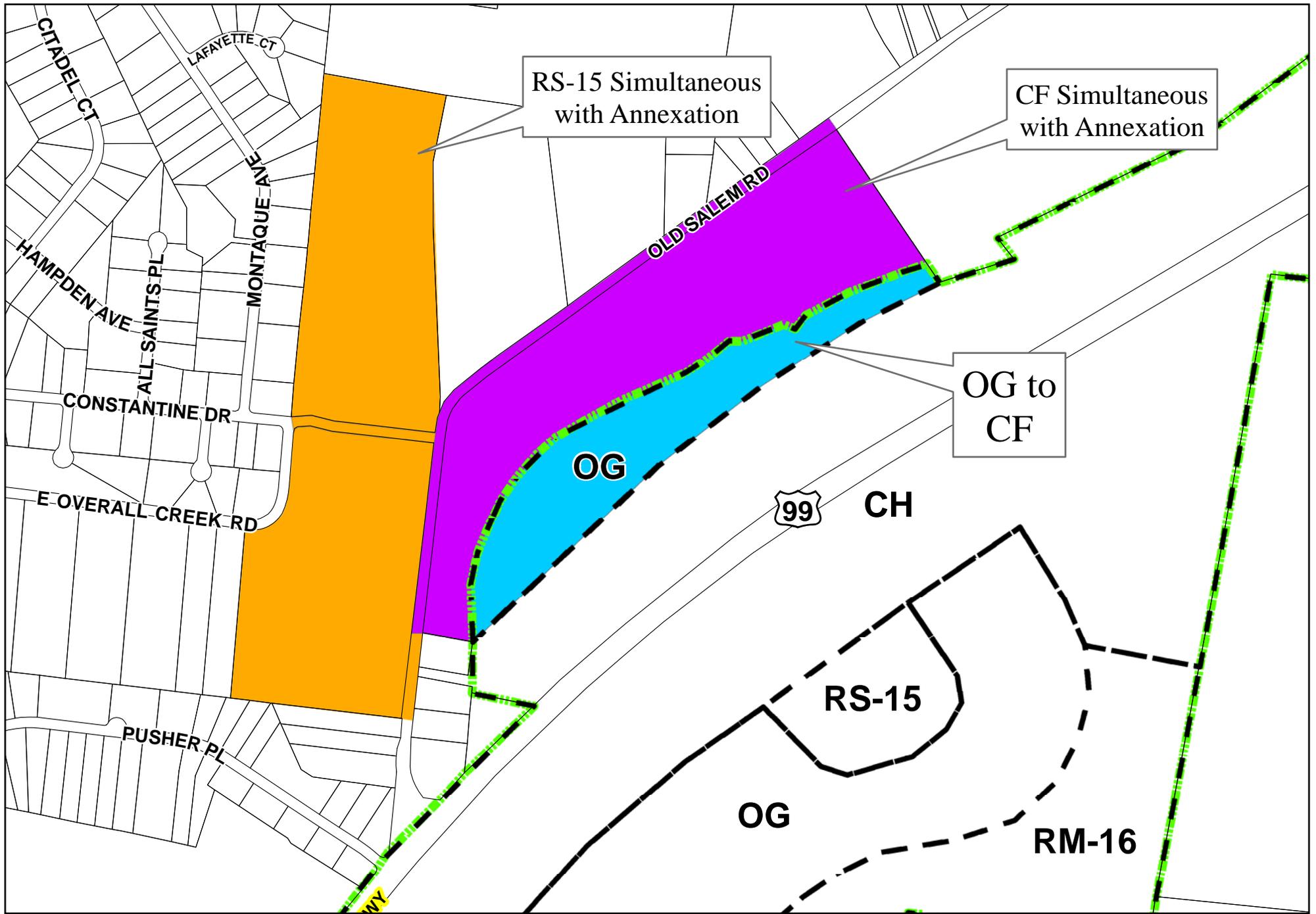
**Annexation Request for Property Along
Old Salem Highway**



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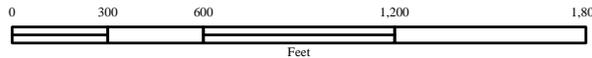
GIS Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



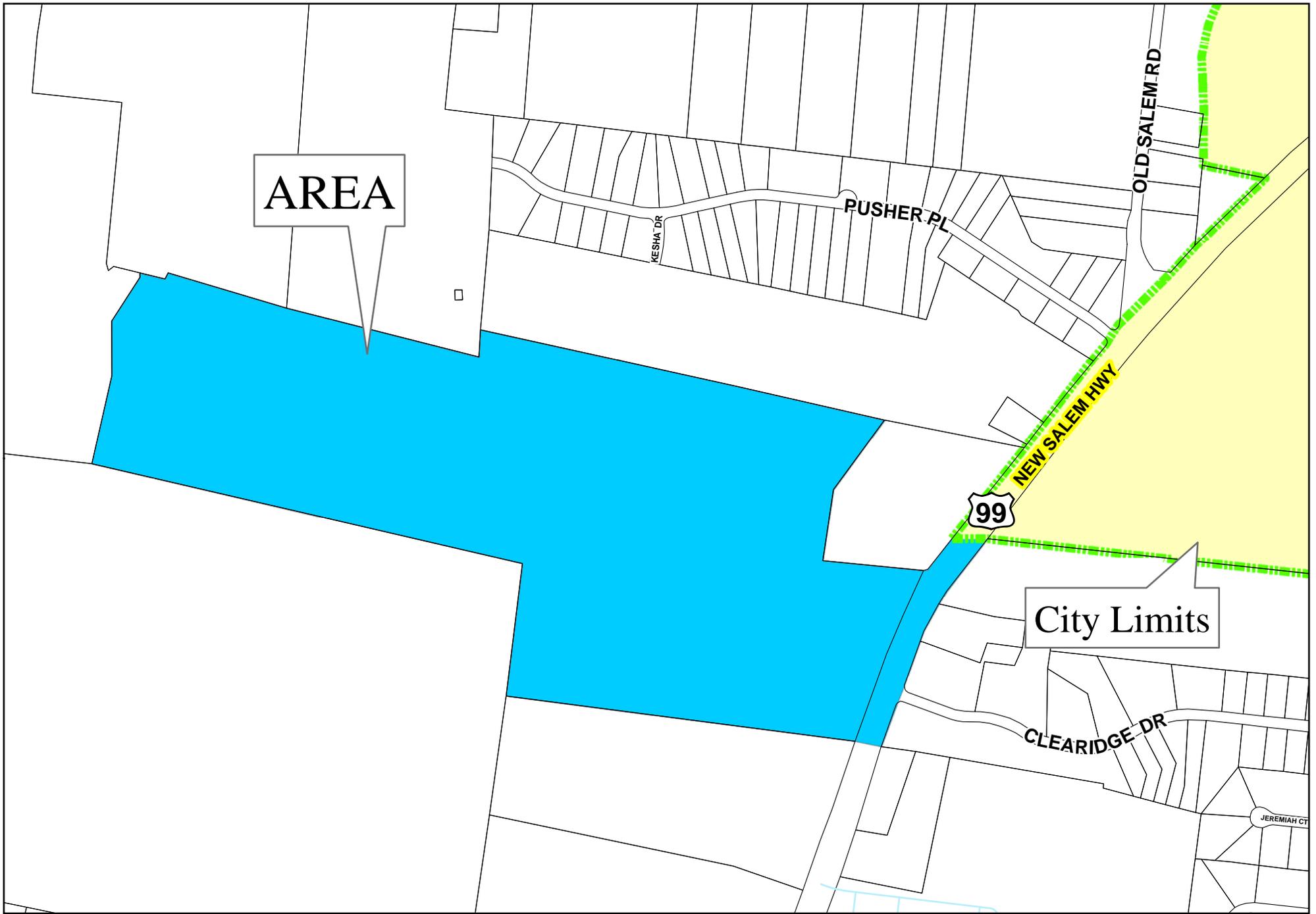
**Zoning Request for Property Along Old Salem Highway
RS-15 and CF Simultaneous with Annexation and Rezoning from OG to CF**



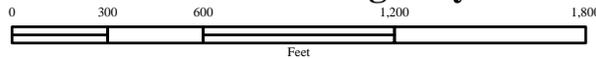
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GIS Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
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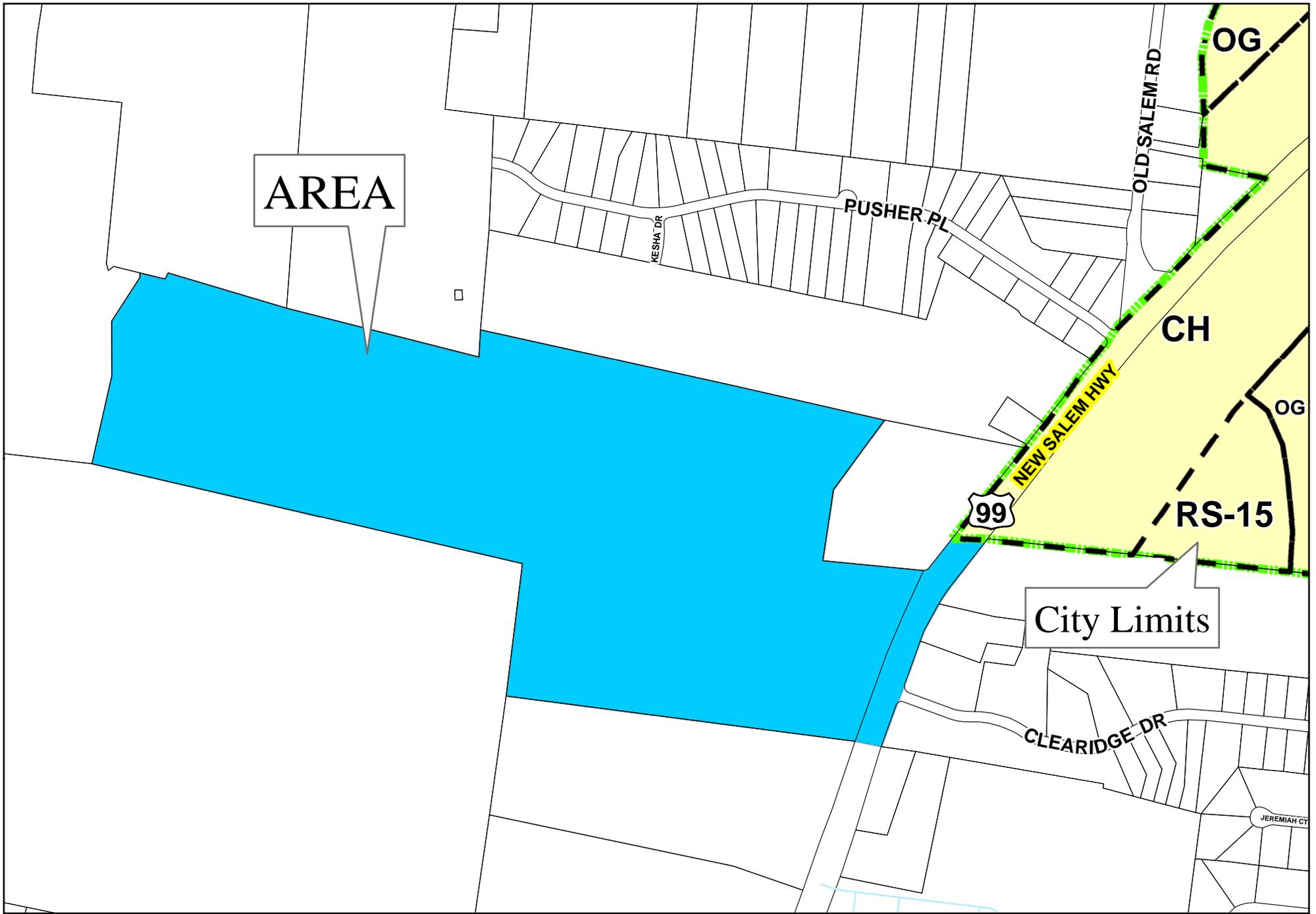


**Annexation Request for Property Along
New Salem Highway**

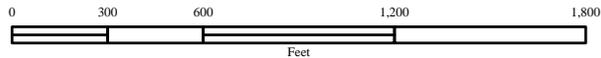


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111 West Vine Street
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**Zoning Request for Property Along New Salem Highway
RS-10 Simultaneous with Annexation**



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City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
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... creating a better quality of life

September 9, 2016

Honorable Mayor and Members of the City Council:

RE: Consider approval of a contract with Queens Tree Surgery, Inc. for the Approach Lighting and Clearing Project

Background

As part of the Runway Extension Project, the City of Murfreesboro must maintain safe and navigable approaches into the Murfreesboro Municipal Airport. ATKINS, our consultant, working with the Tennessee Department of Transportation – Division of Aeronautics and the Federal Aviation Administration (FAA) surveyed the airspace around the airport and identified trees that are penetrating the various approach surfaces for Runway 18. The trees are located north of the airport on 5.42 acres of undeveloped, commercially zoned property and 1.32 acres located on the State Farm Insurance campus. The surveys and studies identified approximately 18 trees on the very southeast corner of the State Farm property. From our study of these trees, the various approach surfaces, and the current and future use of these properties, the best option was to have the trees removed. Environmental studies and Bat Study mitigation have been completed. Federal and State funds have been made available and the City Staff have been working with the full cooperation of our neighbors.

Fiscal impact

One bid was received on August 31st from Queen's Tree Surgery, Inc. of Nashville, Tennessee for the amount of \$110,242.50 which was below the engineer's estimates. The Approach Lighting and Clearing federally and state funded Grant will assist with 95% percent of the cost of this work or \$104,730.38.

Improvement to City facilities and to our community

These improvements will allow for a clear and nearly maintenance free approach for Runway 18 into the Murfreesboro Municipal Airport. As a federally funded airport, the City continues its efforts to satisfy its Federal Grant Assurances providing and maintaining safe and navigable approaches along with the other protective airport surfaces. While the work on Runway 18/36 was completed last October, the Airport Commission does not expect the new approaches to be published by the FAA until perhaps this coming November. At that point the new runway will be able to be used at its fullest capabilities. The FAA has not released any specific information regarding the development of this new approach.

The understanding and cooperation of our neighbors has been tremendous and key to the success of this project. To do our part as a good neighbor, the Airport Commission and City made it a priority to minimize any disturbance of the extremely well-manicured State Farm campus. The contractor will also be replacing any tree that is removed with a low growing tree that is similar to the ones already used in the landscaping.

Request

The Murfreesboro Airport Commission requests your approval of the bid submitted by Queen's Tree Surgery for the amount of \$110,242.50.

The Members of the Airport Commission and I greatly appreciate your consideration of this item.

Respectfully,

Chad L. Gehrke
Airport Manager



Murfreesboro Municipal Airport



Atkins North America, Inc.
402 BNA Drive, Suite 350
Nashville, Tennessee 37217

Telephone: +1.615.399.0298
Fax: +1.615.399.0263

www.atkinsglobal.com/northamerica

September 7, 2016

Mr. Chad Gehrke
Airport Manager
Murfreesboro Municipal Airport
1930 Memorial Boulevard
Murfreesboro, TN 37129

Project: Runway 18 Approach Clearing
Murfreesboro Municipal Airport
TAD Project No. 75-555-0130-16

Subject: Recommendation for Award of Construction

Dear Mr. Gehrke,

As you are aware, sealed bids were received and read aloud on August 31, 2016, at 2:00pm in the Administration Conference Room at City Hall for the above referenced project. Bid packages were received from only one of the five bidders who attended the mandatory pre-bid meeting. Those companies who attended included two construction companies, and three companies who specialize in tree trimming and removal. It is believed that two of the tree trimming and removal specialists were unable to bid due to not being licensed as general contractors in light of the City's policy requiring this licensure for contracts over a certain dollar amount. Of the remaining eligible bidders, the bid single bid received was from the remaining tree trimming and removal specialist firm who happens to also have a general contractor's license: Queen's Tree Surgery, Inc. of Nashville, TN.

We have verified that the appropriate licensure is active for the bidder and have verified that all the appropriate information was supplied with the bidding documents. We have tabulated the bids (see attachment) and discovered no mathematical errors in the bid received from Queen's Tree Surgery, Inc. The total bid amount of \$110,242.50 was 11.7% lower than the engineer's estimate of \$124,825.00. Our analysis of the unit bid prices from Queen's Tree Surgery, Inc. indicates that they appear to be balanced and reasonable. In our opinion, the qualifications of the contractor to perform the type of work required are more than adequate.

On the condition that sufficient funds are available, **we recommend awarding a construction contract for the project, to Queen's Tree Surgery, Inc. of Nashville, TN.**

If you should have any questions, please feel free to contact me.

Sincerely,

C. Darren Duckworth, P.E.
Project Manager

encl: Bid Tabulation



BID ANALYSIS SUMMARY
MURFREESBORO MUNICIPAL AIRPORT
NORTH APPROACH CLEARING
 Bid Date: 8/31/2016

ITEM NO.	SPEC.	ITEM DESCRIPTION	UNIT	EST. QUAN.	Engineer's Estimate		Queen's Tree Surgery, Inc. Nashville, TN	
					UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT

ITEM NO.	SPEC.	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	M-100-3.1	Mobilization and Demobilization	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00	\$ 3,500.00
2	M-100-3.2	Construction Layout	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,600.00	\$ 3,600.00
3	M-100-3.3	As-Built Drawings	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 8,300.00	\$ 8,300.00
4	P-151-4.1.1	Clearing	AC	5.45	\$ 8,500.00	\$ 46,325.00	\$ 7,850.00	\$ 42,782.50
5	P-151-4.1.2	Selective Clearing with Stump Grinding	AC	1.35	\$ 30,000.00	\$ 40,500.00	\$ 17,200.00	\$ 23,220.00
6	P-151-4.2	Individual Tree Clearing Outside Contiguous Clearing Limits	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 2,800.00	\$ 11,200.00
7	TN-802.06a	Tree Planting, 3-inch Caliper Diameter, Cornus Florida var. 'Rubrum'	EA	9	\$ 750.00	\$ 6,750.00	\$ 980.00	\$ 8,820.00
8	TN-802.06b	Tree Planting, 3-inch Caliper Diameter, Cornus Florida var. 'Cloud 9'	LF	9	\$ 750.00	\$ 6,750.00	\$ 980.00	\$ 8,820.00

SUBTOTAL BASE BID AS CALCULATED WITH PROVIDED FIGURES:

TOTAL BID AS STATED BY CONTRACTOR DIFFERENCE

We hereby certify the "Bid Analysis Summary" has been checked/verified and is approved as to accuracy.

ATKIN
 by  9-7-16
 C. Darren Duckworth, P.E. Date

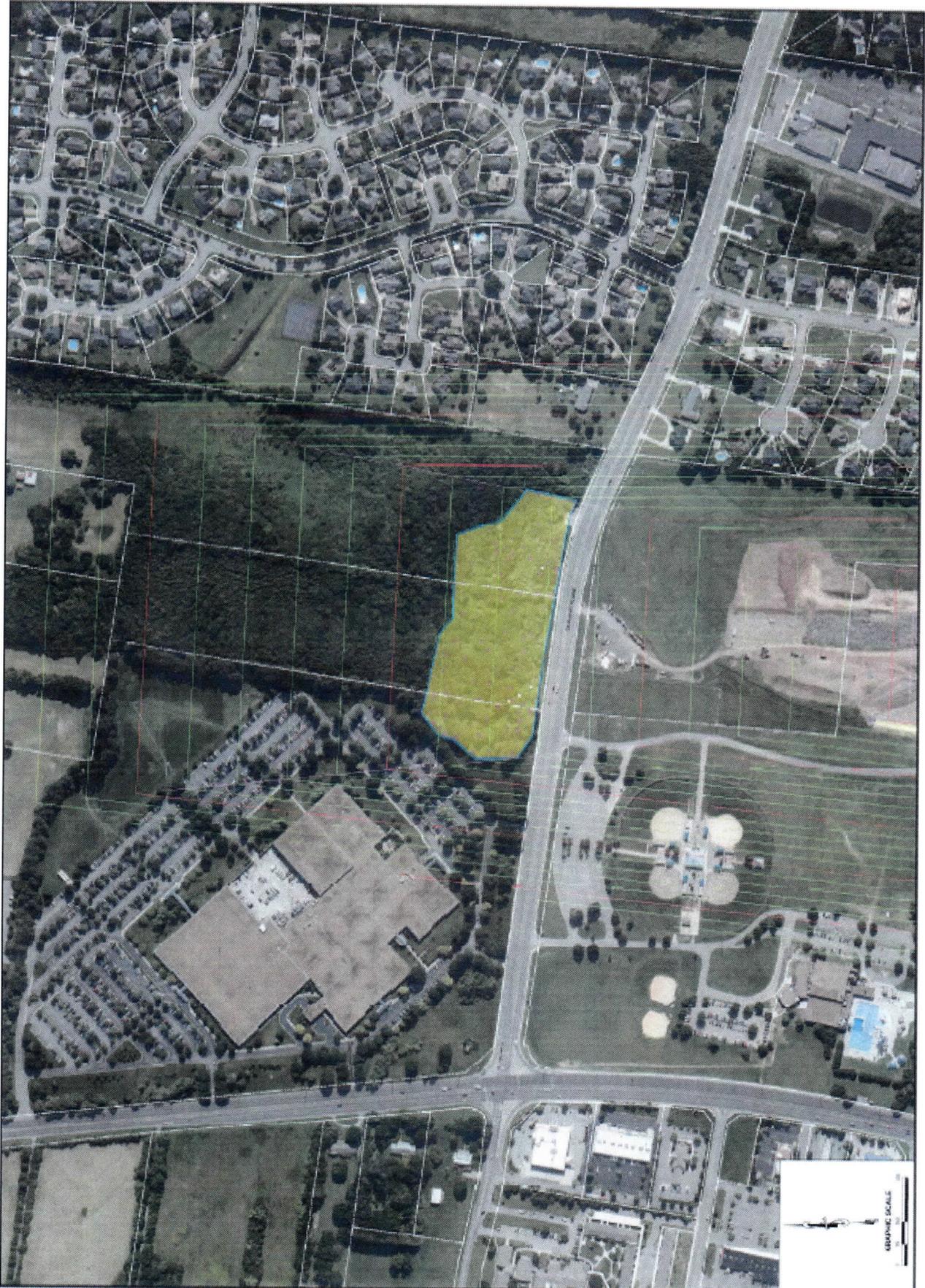
\$ 124,825.00
\$ 110,242.50



MURRELSBORO MUNICIPAL AIRPORT
 NORTH APPROACH CLEARING AND DITCH RELOCATION
TREE CLEARING PLAN
NORTH OF DEJARNETTE
LANE

PROJECT NO. 18090001	DATE 05/15/2018	CREATED BY JSS	DATE 05/15/2018
CHECKED BY JSS	DATE 05/15/2018	DATE 05/15/2018	DATE 05/15/2018
DATE 05/15/2018	DATE 05/15/2018	DATE 05/15/2018	DATE 05/15/2018
DATE 05/15/2018	DATE 05/15/2018	DATE 05/15/2018	DATE 05/15/2018

SHEET
C-01
 OF 3 OF 3





REGULAR AGENDA

September 15th, 2016

Honorable Mayor and Members of the City Council:

RE: REQUEST TO APPROVE TASK ORDER #12 UNDER THE BASIC CONSULTING AGREEMENT BETWEEN WESTIN ENGINEERING, INC AND THE CITY OF MURFREESBORO

Background

The City of Murfreesboro has been in the process of implementing an ERP system in three phases. The first two phases were Financials and HR/Payroll, with the vendors being Tyler and Kronos (for HR/Payroll only). This Task Order is to extend Westin's services to provide support to continue assisting the City of Murfreesboro implementation team in solution planning, coordination of implementation, and issue tracking and resolution services required for the installation of the Tyler InCode Court system. This task order is also to provide additional project management support to augment existing resources in managing remaining tasks and minimizing additional delays and associated costs.

Recommendation

The Information Technology Department recommends that City Council approve Task Order #12 which will allow the City to extend the services of Westin Engineering, Inc. to provide project management services and support to implement our new Tyler InCode Court System.

Fiscal Impact

The cost associated with Westin's Project Management services is anticipated to be approximately \$124,560. The total cost is included and approved by City Counsel in the FY 2017 Information Technology Budget.

Attachments

1. Attachment A ERP Task Order No.12

A handwritten signature in black ink that reads "Chris Lilly".

Chris Lilly, CGCIO
Information Technology Director

...

TASK ORDER NO. 12

August 11, 2016

TO

BASIC CONSULTING AGREEMENT

BETWEEN

WESTIN ENGINEERING, INC. AND CITY OF MURFREESBORO

FOR

ERP Court System Implementation Support

Task Order No. 12
ERP Court System Implementation Support

This is Task Order No. 11 under the BASIC CONSULTING AGREEMENT between Westin Engineering, Inc. and the City of Murfreesboro dated June 25th, 2012, and complies with the terms and conditions of that contract, which provides for additional Task Orders setting forth scopes of services, schedules, and compensation.

BACKGROUND

The City of Murfreesboro has been in the process of implementing an ERP system in three phases. The first two phases were Financials and HR/Payroll, with the vendors being Tyler and Kronos (for HR/Payroll only). This Task Order is to extend Westin's services to provide support for the assisting the City of Murfreesboro team in solution planning, coordination of implementation, and issue tracking and resolution services required for the Tyler InCode Court system. It is also to provide additional project management support to augment existing resources in managing remaining tasks and minimizing additional delays and associated costs.

Scope of Work

The tasks associated with this Task Order are described in the following sections. They include project advisory activities to assist with key milestones and key deliverables associated with the implementation of the Court solution.

Task 400 – Court ERP Project Management

Projects are successful because they are managed to success. To assist the City's project manager with effective execution of the project plans and schedule for the anticipated eight (8) month ERP Court project, Westin's project manager will assist the City's project manager to execute the project tasks and monitor the vendor deliverables. Vendor Management is a key skill that Westin provides during the course of the project. The project management services will include frequent client and vendor meetings to assist the City with execution and monitoring of the project strategy, communication plan, risk plans and contract management. Assisting the City's IT department in the planning and management of Interface development and testing is also key to the success of this solution. This is to ensure that the project rolls out as planned and mitigates any risks and challenges during that timeframe, with the intent to get the project rolling smoothly and in a predictable fashion.

Deliverables:

- Bi-weekly on site presence to review project plans, tasks, and milestones
- Monthly assessment meetings and high level status report submitted to City management.
- Facilitation of issue resolution between Tyler InCode and the City as needed.

FISCAL IMPACT

The project duration is estimated at 8 months. The Project Manager will spend an average of 48 hours per month on this project, and the Program Manager would spend 8 hours per month. The PM will target being on site for 1-2 days twice a month to oversee project planning. The Program Manager will be on site once a month to meet with the Project Managers and communicate with City management. The consulting fee associated with this task is a T&M not-to-exceed including expenses. Invoices are submitted on a monthly

basis and due within 30 days of submittal.

Phase	Description	Duration (months)	Hrs per mo.	Hrs	Rate	Labor Cost
Task 500	Project Management	8	48	384	220	\$ 84,480.00
Task 600	Program Management	8	8	64	220	14,080
Total Labor		8	56	448		98,560
Expenses						26,000
Total Labor and Expenses						\$ 124,560

Consultant:

Westin Engineering, Inc.

City:

City of Murfreesboro

By: Westin Engineering Inc.

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form: _____

City Attorney

CONSULTANT NOTICE CONTACT INFORMATION

CITY NOTICE CONTACT INFORMATION

Westin Engineering, Inc.

City of Murfreesboro

Mailing address 3100 Zinfandel Drive
Ranch Cordova, CA 95670

Mailing address _____

Phone number 916-889-8678

Phone number _____

Fax number

Fax number _____

Company Contact

Company Contact _____

E-mail

E-mail _____



September 22, 2016

Honorable Mayor and Members of City Council:

RE: Recommendations for Approval from Interim Parks and Recreation Director

I. Miracle Field Project – Change Order #3

II. Adams Tennis Complex – Amendment to Agreement between the City and MTSU

As items for the **Regular Agenda**, it is recommended that the City Council approve Change Order #3 for the Miracle Field project and an amendment to the Agreement between the City and MTSU for the Adams Tennis Complex.

I: Miracle Field Project – Change Order #3

Background

The Miracle Field is being developed at McKnight Park. The project includes an accessible athletic field and amenities that serve children with special needs. The project is a partnership between Project One Four (a charitable foundation founded by former Murfreesboro resident and current Major League Pitcher David Price) and the City of Murfreesboro. Mr. Price's parents, Bonnie and Debbie Price, are providing the leadership for the project and are in charge of the fundraising to try to cover the majority of the project's costs. Lose and Associates, Inc., is providing professional design services and project administration, and Trinity Construction is currently constructing the project.

On August 18, 2016, Murfreesboro City Council approved Change Order #1 for a significant playground upgrade in the amount of \$175,424.

As detailed in the attached letter from Lose and Associates, additional fees associated with the substitution have been presented by Trinity Construction in the amount of \$91,173.75. Lose and Associates, Inc., has identified the fees as true project costs and recommends they be added to the project under the contract with Trinity Construction.

Fiscal Impact

The original contract amount with Trinity Construction was \$2,828,067. With the change orders as approved on August 18, 2016, which included Change Order #1 for the playground upgrade of \$175,424 and Change Order #2 in the amount of \$14,307 for a water and sewer tap fee, the contract amount increased to \$3,017,798. Additional fees of \$91,173.75 have been recommended, an increase to total \$3,108,971.75. To date, \$775,000 has been donated for the project, and \$2,750,000 is available in CIP funding. Project One Four continues to seek donations and has additional fundraising events and opportunities scheduled.

Recommendation

It is recommended that Murfreesboro City Council approve funding as presented.

Attachment

Letter from Lose and Associates: Miracle Field Playground Costs

II. Adams Tennis Complex – Amendment to Agreement between the City and MTSU

Background

On July 10, 2014, the City of Murfreesboro entered into an agreement with Middle Tennessee State University Foundation and Middle Tennessee State University. Through the course of construction, change orders were requested for upgrades to scoreboards, umpire chairs, the storefront, and signage. Total change orders amount to \$91,688.90.

Fiscal Impact

In order to address the funding of the change orders, it is proposed that the City of Murfreesboro and Middle Tennessee State University equally share in the costs of these change orders for upgrades, each funding \$45,844.45 towards the final balance of construction costs.

Concurrences

City Administration and Middle Tennessee State University leadership are in agreement.

Recommendation

It is recommended that the Murfreesboro City Council approve the proposed amendment to the Agreement, subject to approval by the City Attorney.

Respectfully,

Angela Jackson, CPRP
Interim Director

Member

American Society of
Landscape Architects

American Institute of
Architects

American Society of
Civil Engineers

American Planning
Association

September 19, 2016

Angela Jackson
Parks & Recreation Director
697 Barfield Crescent RD
Murfreesboro, TN 37128

RE: Miracle Field Playground Costs

Dear Mrs. Jackson,

As requested, I am providing a summary of costs associated with the playground substitution on the Miracle Field Project at McKnight Park. City Council approved this substitution request for the playground on August 18, 2016 through a \$175,424.00 Change Order to the project. Additional fees associated with the substitution have since been presented as noted below.

• **Original Little Tykes Playground**

- Equipment: \$63,510.00
- Installation by Custom Rec (25-30%), Delivery, & Sales tax: \$22,620.00
- **Total cost to GC = \$86,130.00**

• **Substituted Landscape Structures**

- Equipment (90283-1-5 LSI design): \$225,796.00
- Installation by not available (30%): \$68,000.00
- Delivery: \$5,500.00
- Sub total: \$299,296.00
- Sales Tax: \$22,551.36
- **Total costs to GC = \$321,847.36**

• **Turf change as noted on CO#1 breakdown (change due to increase cushion for fall height reqs)**

- Original Synthetic Turf including sub-base: \$60,338.00
- Revised Synthetic Turf including sub-base: \$73,923.00
- **Total turf increase cost (inclusive of sub-base, tax, delivery, & install): \$13,585.00**

Based on these current numbers, the project is incurring the following figures:

- Difference in Landscape Structures Playground & Little Tykes Playground: **\$235,717.36**
- Turf increase due to cushion reqs: **\$13,585.00**
- Contractor bond and fee (CO1 figure only): \$15,948.00
- **Total = \$265,250.36**
- **CO #1 = \$175,424.00**
- **Balance = \$89,826.36**
- **Bond fee 1.5% (contractor waves O&P fees): \$1,347.39**
- **Total: \$91,173.75**



Lose & Associates has reviewed these fees and has identified them as true project costs. It is our recommendation that these costs be added to the project under the contract with Trinity Construction.

Respectfully,

Sean Guth, LEED AP, AAIA
Project Manager



REGULAR AGENDA

September 18, 2016

Honorable Mayor and Members of City Council:

RE: City Space Needs Study

As an item for the agenda of September 22, 2016, it is recommended that City Council approve a contract with Kennon Calhoun Workshop to conduct a space needs analysis city-wide.

Due to the community's rapid growth and aging of some office buildings, the City has developed a need for additional and/or renovated office space.

Background

City Hall was constructed in 1992. Over the years, several departments moved out of City Hall due to space limitations, including: Community Development, Parks and Recreation and Urban Environmental. New departments were created and moved into City Hall, including IT, Purchasing and Rover.

The Murfreesboro Police Department is moving to North Highland Avenue in December 2017. Their current building at 302 South Church Street is approximately 32,000 square feet. However, this building has significant issues with the HVAC system and plumbing.

Additionally, Police occupies the Annex, Courier Building and a former office supply business, where roll call is conducted.

The Parks and Recreation Department's Maintenance Division is located adjacent to the Police Department and has been budgeted to be relocated.

Library Director Rita Shacklett also requested that Linebaugh be considered for possible space in the existing Police Department building.

Kennon Calhoun Workshop

As part of space planning needs, the City typically uses an architectural firm to project growth, adjacencies, customer service and space requirements.

Kennon Calhoun performed a space needs study for the Police Department. Mr. James Kennon has prepared a proposal to conduct a City-wide space needs study. While the cost is over \$225,000, the amount of work to analyze existing structures, interview staff, analyze space needs and create design opportunities and budget requires substantial work.

The study will include City Hall, the existing Police buildings, Fire and Rescue HQ and the Water and Sewer HQ.

Additional areas to be studied include storage of records by City Court and all other departments, Parks and Recreation HQ.

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

Staff has also requested Kennon Calhoun to evaluate an employee wellness facility to be added for City employees.

The study will identify potential projects 5, 10 and 15 years into the future.

Phase One

Phase One will include the analysis of existing structures, space needs analysis, stacking and design opportunities and budgeting for potential future options. Phase One is estimated to cost \$237,500.

Reimbursable expenses are estimated to be approximately \$1,500.

Financial

The FY 17 budget includes funding for a city wide space needs study.

Recommendation

It is recommended that City Council approve the contract with Kennon Calhoun Workshop.

Sincerely,

Robert J. Lyons
City Manager

C: Department heads

06 April 2016

Rob Lyons
City Manager - City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37133
615-849-2629

City of Murfreesboro

Space Needs and Renovations to City Hall and adjacent facilities
PROPOSAL FOR PROFESSIONAL SERVICES

Rob,

We are pleased to provide this proposal for professional services for your review and approval.

Scope of Project and Services

The following is our understanding of the scope of services as related to the scope of the project, based on our communication and meetings.

FACILITIES TO BE INCLUDED:

City Hall Building
Current Police Department and annex buildings
Fire Department Headquarters building
Water Sewer Headquarters building

DEPARTMENTS TO BE INCLUDED:

Administration
Building & Codes
Communications (TV3)
Community Development - 200 sq.ft.
Engineering
Finance & Tax
Fire & Rescue - HQ/Administration functions
Judicial (City Court)
Legal
Parks & Recreation - administration
Planning & Zoning

Purchasing
Street Division - Engineering
Transportation - which divisions are to be determined as part of the study
Human Resources
Information Technology
Water & Sewer - administration
Library administration - possible relocation

ADDITIONAL AREAS TO BE ADDRESSED IN STUDY:

Storage of records for courts and all departments is an issue, as well as segregation of the different types of archival materials

Parks Administration to be relocated from Barfield

Existing Plaza in front of City Hall and Library is designed to accommodate a two story structure on top of the plaza (exact extents to be determined)

Employee Wellness Facility and Health Care Clinic are both desired to be added to the existing mix of offices and spaces

PROPOSED SCOPE OF SERVICES:

PHASE I

Analysis of existing structures

- Develop base existing conditions drawings
- In conjunction with City Codes Department develop summary of code deficiencies in the structures included in the study
- Document current departmental locations and uses of the structures
- City to provide what information is available on the existing buildings to assist in the development of the analysis of the structures

Space Needs Analysis

- Develop a detailed space needs statement for the current and projected space needs for each of the departments to be included in the study
- Develop typical office sizes, open office sizes, conference rooms and related shared and support spaces
- Document departmental relationships and interdependency in their day to day working together and their day to day interaction with their customers internal and external
- Space Needs to project 5-10-20 years into the future
- City will locate information on size of departments 20 years in the past

Stacking Diagrams and Design opportunities

- Using the space needs and existing conditions information develop and test options for reorganizing the departments within the existing structures and or additions to structures
- Develop design concepts for enhancing and improving the overall quality of the work experience and the customer experience
- Develop matrix of sequences for renovations to any structures and relocations of the departments included in the study

Budgets

- Assist the City in developing construction and related project budgets for the renovations and relocations
- We would like to encourage the City to retain the services of a construction manager to assist in the development of budgets.
- We have allocated time to work with a construction cost estimating professional, but not included any fees to retain such a professional, we can add them under our contract if the City desires to add them to our scope of services.

PHASE II

Documents

- Develop series of document packages to sequence the renovations and relocations

Exclusions and Clarifications to the Scope of Services

Documents will be digital pdf format for your use and will include diagrams, and other graphic means of representing the assessment of the structure for adaptive reuse and the macro space needs study for review by the City and or other decision makers.

MWL's travel expenses are included in the fees, we only request that they have 7 to 14 days advance warning for in person meetings, they are always available by video conference immediately.

Schedule

Our proposed sequence of events for the study is attached. Dates for the meetings will need to be established after approval of the services, to mesh our schedules and the city's. We understand the goal is to be prepared to start to on work after the completion of the relocation of the Police Department to their new headquarters building.

Proposed Fees

Our team proposes to provide the professional services as described above for the fees as itemized below.

PHASE I

Analysis of Existing Structures	\$ 38,000	Break out of fees by firm	
Space Needs Analysis	\$128,000	MWL	\$ 98,400
Stacking and Design Opportunities	\$ 63,000	KCW	\$104,400
Budgets	\$ 8,500	TLC	\$ 20,700
TOTAL:	\$237,500	EMC	\$ 14,000

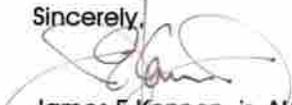
PHASE II

Documents a separate specific scope of services will be developed once the City reviews the conclusions of Phase I and clarifies the next steps they desire to take.

If there are any additional services required as we move forward, we will bill them on an hourly basis but only after notifying you in writing/email for your approval. Reimbursable Expenses for printing are billed at 1.2 times their cost, we project a reimbursable budget of \$1,500 would be adequate. Travel expenses for MWL are included in above fees, and mileage to Murfreesboro for the balance of the team is excluded from reimbursable expenses.

If this proposal for professional services is acceptable to you, please sign to acknowledge the City's approval below, retain a copy for your records and return one to us. We look forward to continuing our rewarding and successful relationship; if you have any questions please call and thank you again for the trust in our skills.

Sincerely,



James E Kennon, jr. AIA, LEED-AP, ULI
kennon|calhoun **WORKSHOP**

Accepted By:

For City of Murfreesboro

Date

Attachments

Standard Terms and Conditions | Hourly Rates | Steps of Phase 1 activities

Terms and Conditions of Agreement

The following describe the terms and conditions of the professional services agreement between kennon | calhoun WORKSHOP, PLLC [the Architect] and City of Murfreesboro [the Client] for the professional services as related to the scope of services described in the agreement to which these terms are attached

ARCHITECT'S RESPONSIBILITIES:

The Architect shall provide the professional services as set forth in this agreement. The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. The Architect shall not be responsible for the Client's directives, or substitution, or Client's acceptance of non-conforming work, made without the Architect's acceptance.

CLIENT'S RESPONSIBILITIES:

The Client shall coordinate the services of their own consultants with those service provided by the Architect. The Client shall require that the consultants, retained by the Client maintain professional liability insurance as appropriate to the services provided. The Client shall furnish tests, inspections and reports required by law or the authorities having jurisdiction over the project. The Client shall maintain commercial general liability insurance and include the Architect as additional insured for claims caused in whole or in part by the Client's negligent acts or omissions during the course of the Project. The Client shall be solely responsible for the management and coordination of the construction of the project, and shall indemnify the Architect and its employees harmless from and against damages, losses and judgements arising from claims by third parties, including attorneys' fees and expenses recoverable under applicable law, but only to the extent they are not directly caused by the Architect's gross negligence or willful misconduct.

ACCESS TO THE SITE:

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Client understands that, the Architect is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site, during construction. The Architect is responsible for the safe conduct of their employees while on Client's property. The Architect and its sub-consultants shall comply with Client's requirements for advance notice of invasive testing.

BILLINGS AND PAYMENTS:

The Architect's professional services invoices for services shall be submitted, on at least a monthly basis. Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, the Architect may, without waiving claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services.

Unpaid accounts may be subject to a monthly service charge of 1.5% of the unpaid balance (18.0% true annual rate), at the sole discretion of the Architect. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

REIMBURSABLE EXPENSES:

Reimbursable Expenses are in addition to compensation for professional services, and include, but not limited to, expense of transportation, greater than 75 miles from the Architect's office, (specifically mileage to meetings in Murfreesboro are NOT reimbursable) in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings in connection with the project. These reimbursable expenses shall be billed as a multiple of 1.1 times the cost incurred by the Architect.

INSURANCE:

The Architect shall secure and endeavor to maintain insurance as identified below as related to the performance of professional services under this agreement. The Architect shall provide certificates and appropriate endorsements upon execution of this agreement, and require the minimum insurance coverage listed below of any sub-consultants. General liability and Automobile Liability Insurance minimum coverage amounts of \$1,000,000 each occurrence and general aggregate. Client will be named an additional insured on these policies with respect to this work. Professional Liability Insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 annual aggregate. Statutory workers' compensation insurance, including employer's liability coverage with minimum limits of \$1,000,000 when legally required of the Architect or its sub-consultants. Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client, or Client's consultants, Client's Contractors, Staff or Agents in excess of \$10,000, by reason of any act or omission, including breach of contract or negligence not amounting to willful misconduct.

TERMINATION OF SERVICES:

This agreement may be terminated by the Client or the Architect upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of, the Architect, the Client shall compensate, the Architect for services performed prior to termination, together with the Architect's reimbursable expenses.

DISPUTE RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, in accordance with the Construction Industry Mediation Procedures. If the parties do not resolve a dispute through mediation, the dispute shall be resolved in a court of competent jurisdiction.

It is intended by the parties to this Agreement that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against The Architect, a professional limited liability corporation, and not against any of The Architect's individual employees, officers or directors.

RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit any and all liability or claim for damages, cost of defense, or expenses to be levied against the Architect, as well as its principal's, employees, and consultants to a sum not to exceed \$150,000 on account of any design defect, error, omission, or professional negligence. Further, the Client agrees to require any Contractor or Subcontractor who may perform work on the project, as a condition precedent to their performing the work, and the Owner, to agree to a like limitation of liability on their part against the Architect. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Architect to the Owner or such Contractor or Subcontractor arising out of a design defect, error, omission, or professional negligence shall be allocated between the Client and the Architect in such a manner that the aggregate liability of the Architect for such defect to all parties, including you, shall not exceed One Hundred Fifty Thousand Dollars (\$150,000). In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Architect.

APPLICABLE LAW:

Unless otherwise provided, this agreement shall be governed by the law of the laws of the State of Tennessee. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

OWNERSHIP OF DOCUMENTS:

The Owner acknowledges the Architect's documents, including electronic files, as the work papers of the Architect and the Architect's instruments of professional service. Nevertheless, the final documents prepared and delivered to the Owner under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and sub-consultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the Owner or any person or entity that acquires or obtains the documents from or through the Owner. Transfer of the electronic files to the Owner, shall not limit the Architect's rights to use the documents in the marketing, business development or in any other manner.

Under no circumstances shall the transfer of ownership of the Architect's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Architect's rights in any of the foregoing, as described by in section 102 of the 1990 Architectural Works Copyright Protection Act, absent the Architect's express prior written consent.

An original design of a building created in any tangible medium of expression, including a constructed building or architectural plans, models, or drawings, is subject to copyright protection as an "architectural work" under section 102 of the Copyright Act (title 17 of the United States Code), as amended on December 1, 1990. Protection extends to the overall form as well as the arrangement and composition of spaces and elements in the design but does not include individual standard features or design elements that are functionally required.

PUBLICATION RECOGNITION:

The Client agrees to display during the construction period, temporary signage, as allowed by regulations of the municipality, noting Kennon Calhoun Workshop as the Architect for the work. The Client agrees to credit the Architect for design in all subsequent marketing publications, websites, etc. to the best of their ability.



City of Murfreesboro
Space Needs and Renovations to City Hall and Adjacent Facilities
Schedule

Analysis of Existing Structures

Develop base existing conditions drawings

Site Trip 01

Team to investigate existing conditions
In conjunction with City Codes Department develop summary of code deficiencies in the TLC and EMC Site Investigations

Site Trip 02

Document current departmental locations and uses of the structures

Analysis of Existing Structures Document

Prepare Analysis of Existing Structures Documentation
Review draft with City Staff
Incorporate Client comments
Present Final Analysis Documents to.....?

Comparable Building Tours

Tour Comparable Facilities - two day off site trip

Space Needs Analysis

Space Needs Initiation

Kick-off tel-con / set workshop schedule / memorialize project goals, identify key dates
Prepare and distribute questionnaires & data requests
Develop appropriate spaces standards
Obtain client furnished data: organizational charts, staffing projections, management
Schedule interview workshop 01

On-Site Workshop 1

4-day workshop
• Kick-off mtg, user group orientation, tour existing facilities
• Mtgs: Initial mtg: City Administrator / Mayor & Council
• User mtg, group: User Group Meetings: City Administrative offices, Buildings and Codes,
• Wrap-up mtg

On-Site Workshop 2

On-site Workshop: Verify initial space conclusions, build initial adj. diagrams

Draft Space Needs Document

• Executive summary
• Preface / goals
• Building designer guidelines / narrative
• Site designer guidelines
• Adjacency diagrams

On-Site Presentation of Draft Space Needs Document

Present draft document

Space Needs Document Finalization

Review respond to client questions
Update / correct draft to final
Tel-con web conference: review / final doc. coordination

Stacking Diagrams and Design Opportunities

Prepare two alternative implementation plans for building and site

On-Site Workshop 3

On-site Workshop: Develop initial concepts
2 -day workshop
• Kick-off mtg, user group orientation, review space needs and analysis of existing
• Mtgs: Initial mtg: City Administrator / Mayor & Council ?
• User mtg, group: User Group Meetings: City Administrative offices, Buildings and Codes,
• Wrap-up mtg

On-Site Workshop 4

On-site Workshop: Review developed concepts and refine
Obtain comments and feedback
Respond to comments and schedule additional review workshop if needed

Stacking Diagrams and Design Opportunities Document

Prepare Stacking Diagrams and Opportunities Documentation
Review draft with City Staff
Incorporate Client comments
Present Final Analysis Documents to.....?

Budgets

Prepare budget options based on building site implementation plans

Budget Document

Prepare Budget Documentation
Review draft with City Staff
Incorporate Client comments
Present Final Analysis Documents to.....?

Assumptions

Following staff assumed to be included in the assessment:
City Administration, Buildings and Codes, Communications TV3, Community Development, Engineering, Finance and Tax, Fire and Rescue Admin, Human Resources, Information Technology, City Court, Legal, Planning, Parks and Rec. Admin., Purchasing, Street Div., Engineering, Transportation, Water & Sewer - Admin, library admin.

Following staff assumed to be excluded from the assessment: Airport, Fleet Services, Fire and Rescue (except Admin), Golf, City Schools, Parks and Recreation (except Admin), Rover, Senior Center, Solid Waste, Street Division - Engineering, Urban Environmental, Water and Sewer (except Admin.).

hourly rates

effective 01 January 2016

Level 1 - principal	\$150.00 per hour
Level 2 - management	\$ 95.00 per hour
Level 3 - production	\$ 80.00 per hour
Level 4 - support	\$ 60.00 per hour

reimbursable expenses

printing, plotting, document reproductions	cost plus 10%
out-of-town travel and expenses	cost plus 10%

