

MURFREESBORO CITY COUNCIL
AGENDA

November 10, 2016

7:00 p.m.

Council Chambers

PRAYER

MS. SCALES HARRIS

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Water & Sewer Director: Purchase of Water & Sewer & Stormwater Inspector Trucks.
- B. Consider recommendations of the Assistant Human Resources Director:
 - a. Proposals for Benefits Consultant.
 - b. Holiday Pay Policy Moratorium.
- C. Consider recommendations of the Airport Commission: Grant Amendment No. 2 to Runway 18/36 Overlay.
- D. Consider recommendations of the Murfreesboro Parks & Recreation Commission:
 - a. Fee Increases for Picnic Shelter Reservations.
 - b. Holiday Pass Specials for Sports*Com & Patterson Community Center.
- E. Consider recommendations of the City Recorder/Finance Director: Acknowledgement of Receipt of City Manager's approved Budget Amendments for Fiscal Year 2017.
- F. Consider recommendations of the Human Resources Director: Revision to Employee Handbook Section 5003: Compensation & Classification.
- G. Consider recommendations of the City Manager: Amend Professional Services Agreement with Kennon Calhoun Workshop for the Police Headquarters.

Minutes

2. November 3, 2016 - Special Meeting (Public Comment).

Second Readings

3. Consider for passage on second and final reading ORDINANCE 16-OZ-44 to rezone an area along East Clark Boulevard to Planned Residential Development (PRD) District (Cottages on Clark) [2016-440].
4. Consider for passage on second and final reading ORDINANCE 16-OZ-45 to zone an area along Barfield Road to Residential Zero Lot-Line (RZ) District, simultaneous with annexation [2016-436].
5. Consider for passage on second and final reading ORDINANCE 16-OZ-46 to zone approximately 34.1 acres to Commercial Fringe (CF) District, simultaneous with annexation, and to rezone approximately 17.6 acres to Commercial Fringe (CF) District along Old Salem Road [2016-442].
6. Consider for passage on second and final reading ORDINANCE 16-OZ-47 to zone an area along New Salem Highway to Single-Family Residential Ten (RS-10) District, simultaneous with annexation [2016-441].
7. Consider for passage on second and final reading ORDINANCE 16-O-57 amending the 2016-2017 Budget (2nd Amendment).

First Readings

8. Consider for passage on first reading ORDINANCE 16-O-56 amending Murfreesboro City Code, Chapter 21-Offenses and Miscellaneous Provisions, creating Section 21-6, Unruly Gatherings.
9. Consider for passage on first reading ORDINANCE 16-O-58 amending the Murfreesboro City Code, Chapter 21-Offenses and Miscellaneous Provisions, Section 21-5.3, and Chapter 28-Streets and Sidewalks, Section 28-9, regarding unlawful solicitations.

New Business

10. Consider recommendations of the Parks & Recreation Interim Director:
 - A. Contract for Athletic Lighting.
 - B. Amendment No. 3 to Contract for West Park A & E Services.
 - C. Change Order No. 1 for Jordan Farm Soccer Practice Facility.

MURFREESBORO CITY COUNCIL
A G E N D A

November 10, 2016

(Continued)

11. Consider recommendations of the Assistant City Engineer: Estates of Primm Springs – Satinwood Drive Barricade.
12. Consider recommendations of the Assistant City Manager: Contract with Kennan/Calhoun Workshop for Architectural Services on the Public Safety Training Facility.
13. Hear from Purchasing Department Director on Department Update.

Board & Commission Appointments

14. A. Linebaugh Library Board: Appoint Jimmy L. Tyson to fill vacancy of Gary Green.
- B. Community Panel/Taskforce to Study Bike Share Opportunities: Ricky Turner-Park Commission; Kent Syler-Greenway Committee; Brenda Waters or designee-Stones River National Battlefield; AJ Farley-Friends of the Greenway; Josh Stone-MTSU; Barbara Wolke-Rutherford County Chamber of Commerce; Scott Graby or designee-Fountains at Gateway; Angela Jackson or designee-Parks & Recreation Department; and Jim Kerr or designee-Transportation Department.

Beer Permits

Payment of Statements

Other Business from Staff or City Council

Adjourn



CONSENT AGENDA

November 4, 2016

Honorable Mayor and Members of the City Council:

Purchase of Water and Sewer and Stormwater Inspector Trucks

Background

In the Fiscal Year 2016-2017 approved Stormwater and Water & Sewer Budgets, it was approved for (1 each) 4x4 Extended Cab truck purchase for Engineering Inspection and Stormwater under *Account 370 – New Equipment-Vehicles*. These are to replace 1999 and 2006 existing trucks that have 125,000 plus miles.

Currently most all the inspectors have Ford F-150 extended cab trucks. There is enough room in the back seat to keep their construction drawings with them, but also enough space in the back of the truck for the day to day equipment. Per the State of Tennessee vehicle bid the dealer for this particular Ford truck is the Ford of Murfreesboro. Staff would like to move forward with the purchase because the transmission in one of the Water and Sewer Inspector's truck has completely gone out and we are having to use the spare on a daily basis.

Recommendation

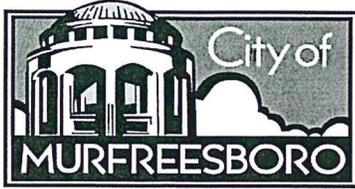
Staff would like to request approval from City Council for the purchase of the vehicles from the State of Tennessee contract and miscellaneous accessories as listed below.

Fiscal Impact

The 2016-2017 budget for these vehicle purchases was \$26,000 each (\$52,000 total), Account 370 New Equipment- Vehicles under rate funded capital. The contract price for each truck is \$24,201.28. Miscellaneous Accessories i.e. flashing head lights, bed liners and covers are requested as well in the amount of \$3,086.85 total. Total expenditures are in the amount of \$51,489.41.

Respectfully submitted,

Darren W. Gore
Director



T E N N E S S E E

"creating a better quality of life"

PAM RUSSELL, SHRM-CP
ASSISTANT HUMAN RESOURCES DIRECTOR

111 West Vine Street
P.O. Box 1139
Murfreesboro, TN 37133-1139
Phone 615-848-2553
FAX 615-904-6506
E-mail: prussell@murfreesborotn.gov

November 10, 2016

CONSENT AGENDA

- Item 1. Benefits Consultant Recommendation
- Item 2. Holiday Pay Policy Moratorium

HONORABLE MAYOR AND MEMBERS OF MURFREESBORO CITY COUNCIL

Item 1. Benefits Consultant

Background

The City sought procurement of a three-year contract commencing on January 1, 2017.

The contract with the City of Murfreesboro's current Benefits Consultant, Cowan, a division of HUB International also known as "Cowan" expires on December 31st, 2016. Six firms proposed services and the incumbent is being recommended.

A Request For Competitive Sealed Proposals was issued on September 12th, 2016 and on October 13, 2016, Cowan was selected as the successful firm to provide these services based upon the selection committee's decision. The selection committee included Assistant City Manager Jennifer Moody, HR Director Glen Godwin, Assistant HR Director Pam Russell, and Benefits Administrator Karen Heyduck. Assistant City Attorney Adam Tucker participated as a non-voting committee member.

Cowan distinguished itself in the selection process in key areas including the ability to communicate with employees, city staff, and human resources, in addition to having a proven track record in strategic cost-containment and consumerism measures.

Fiscal Impact

The FY 17 budgeted amount for benefits consulting services is \$90,000. The proposal by Cowan includes a fee of \$75,000 per year, a reduction \$17,500 per year or a total reduction of \$52,500.00 over the three-year period commencing on January 1, 2017, and ending on December 31, 2019.

Concurrences

The City Manager concurs with this recommendation.

Recommendation

It is my recommendation on behalf of the benefits consulting selection committee that the contract is awarded to Cowan, a division of HUB International for a three-year period commencing on January 1, 2017.

Attachments

Business Associate Agreement

Item 2. Holiday Pay Policy Moratorium

Background

Employee Handbook Section 1008(d)(1) entitled Holidays states:

“(1) All non-exempt employees who are scheduled to work on a City Holiday shall be eligible to earn Holiday Pay or Holiday Time-off (“floating holiday”) if and only if they work the entire scheduled workday or shift. The Holiday Pay or floating holiday shall be in addition to regular compensation”.

The Human Resources department is requesting a moratorium be placed on requesting floating holidays in lieu of pay for non-exempt personnel until the City moves to arrears payroll. This would mean going forward, all non-exempt employees scheduled to work on a holiday would receive their regular pay in addition to holiday pay (provided they meet all other guidelines in the policy) in lieu of the option of requesting a “floating holiday”. This request is being made because of the upcoming holiday payroll schedule in addition to the number of holiday payroll corrections due to being paid in advance.

When a non-exempt employee requests a floating holiday in lieu of being paid, the supervisor must annotate the request on the employee's time card and decide if the schedule should be removed by 10:00 AM on Monday (Thursday or Friday prior in some cases) since payroll processes the file at 10:15AM. If the supervisor fails to perform either task the employee may be paid for both the hours worked and the holiday in error. The following payroll period, payroll will reduce the employees pay by one day and that day will accumulate in an employee's “floating holiday” account. While this procedure reconciles pay correctly, many employees are confused by receiving payment for the holiday and then seeing the value of a holiday subtracted on a later payroll advice statement.

In addition to the above, payroll has to manually complete two transactions for each employee who has requested a floating holiday prior to payroll processing. This process is time-consuming and causes payroll to run late on Monday's which becomes problematic for the entire timekeeping process.

With the upcoming holiday payroll schedule, (see attached) employees and supervisors will need to approve payroll prior to Monday, on many occasions making it almost impossible to get floating holiday pay correct.

Fiscal Impact

The fiscal impact should be minimal since floating holidays are treated in the same manner as vacation and are compensable.

Concurrences

The City Manager concurs with this recommendation.

Recommendation

It is human resources recommendation to place a moratorium on floating holidays for non-exempt personal effective November 20, 2016.

Attachments

Employee Handbook Section 1008, Holidays
Attachment A – Holiday Payroll Processing Schedule

Sincerely,

A handwritten signature in blue ink that reads "Pam Russell". The signature is written in a cursive, flowing style.

Pam Russell, SHRM-CP
Assistant Human Resources Director

**AGREEMENT BETWEEN COWAN BENEFIT SERVICES, INC. AND
CITY OF MURFREESBORO FOR
EMPLOYEE BENEFIT CONSULTING SERVICES**

1. General

a. The City of Murfreesboro (the “Plan Sponsor”) hereby engages Cowan Benefit Services, Inc. (“Cowan”) to assist the Plan Sponsor in designing and maintaining self-insured and/or fully-insured group health, prescription drug, dental, vision, life, voluntary life, AD&D, EAP, wellness, and long- and short-term disability plans (collectively, the “Plan”). The Plan Sponsor has designated Cowan as its consultant of record under the Plan, as evidenced by Consultant of Record Letters, copies of which are attached hereto as Exhibit A. This Consulting Services Agreement (“Agreement”) represents the terms and objectives of the engagement and the nature and limitations of the services Cowan will provide to the Plan Sponsor in connection with the Plan.

b. Effective January 1, 2017, Cowan agrees to perform the consulting and financial services listed on Exhibit B, attached hereto in a professional manner according to the standards of the consulting services industry. In exchange for the aforementioned services, the Plan Sponsor agrees to pay Cowan the fees listed on Exhibit C, attached hereto. Cowan does not assume the responsibilities of the Plan Sponsor or Plan administrator. Cowan shall have no authority or control with respect to the Plan’s assets or any discretionary authority regarding the management or administration of the Plan. Cowan shall not be responsible for payment of contributions or benefits under the Plan.

c. The Plan Sponsor will act as the Plan administrator. The Plan Sponsor will be responsible for any reporting required to governmental agencies and for disclosure of Plan terms and conditions to covered persons under the Plan. All user fees, taxes, penalties and interest levied by any other governmental agency shall be the responsibility of the Plan Sponsor.

d. Documents and forms prepared by Cowan for the Plan Sponsor are intended to be in regulatory and administrative compliance with applicable laws. They are not intended to serve as legal advice and are not to be relied upon as such.

2. Plan Data Sharing

a. The Plan Sponsor hereby authorizes Cowan to contact any other current or former service providers for the Plan to obtain information required to perform Cowan’s services hereunder. The Plan Sponsor and Cowan have contemporaneously executed a HIPAA Business Associate Agreement to ensure the privacy of the medical records of past, present and future covered persons under the Plan.

b. The Plan Sponsor shall provide, or the Plan Sponsor shall direct the Plan’s Group Health Plan to provide, Cowan with all data necessary to enable Cowan to perform its obligations hereunder in a timely fashion. This information shall also be available to the Plan Sponsor upon request. Cowan shall be entitled to rely upon information provided to Cowan by the Plan Sponsor, the Plan’s filings, or the attorney, accountant, authorized agent, or financial advisor of the Plan

Sponsor or the Plan.

c. Unless otherwise provided by the HIPAA Business Associate Agreement between the parties, upon termination of this Agreement or upon the Plan Sponsor's written request, Cowan, within thirty (30) days of such termination or request, shall return all copies of Plan/Plan Sponsor data or certify, in writing, that all copies of such data has been destroyed.

3. Work Product

Except as otherwise provided herein, all data, documents and materials produced by Cowan under this Agreement are the property of the Plan and/or Plan Sponsor, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials.

4. Limitation of Liability

Cowan shall not be responsible for the failure of the Plan's other service providers or the Plan Sponsor's other advisors to perform their duties.

5. Hold Harmless and Indemnity

a. The Plan Sponsor shall, to the extent allowed under Tennessee law, hold harmless and defend Cowan and its employees and agents against any and all claims, demands, liabilities, expenses, and causes of action arising out of or in any way relating to (i) any aspect of the Plan or the Plan's administration at any time prior to Cowan's and the Plan Sponsor's execution of this Agreement, including, without limitation, timely filing of all tax, disclosure and/or reporting forms required by any governmental agency in connection with the Plan, timely amendments of the Plan required to comply with changes in the applicable laws, and timely execution of HIPAA business associate agreements with Plan service providers; (ii) any breach of fiduciary duty under the Plan by the Plan Sponsor or any other Plan fiduciary, including the Plan Sponsor's failure to administer the Plan in accordance with its terms or in accordance with the Plan's policies, procedures, and interpretations, or unlawful disclosure of protected health information by the Plan Sponsor or any HIPAA business associate of the Plan other than Cowan or its Business Associates; (iii) Cowan's acting in accordance with instructions received by the Plan Sponsor or other Plan fiduciary or service provider unless said instructions were based on Cowan's advice; and (iv) the failure to timely make a claim for reimbursement under the Plan's stop-loss insurance policy for reasons beyond the reasonable control of Cowan. (*See* Section 5, Limitation of Liability.)

b. Cowan acknowledges that in accordance with Tennessee Attorney General Opinion 93-01, the Plan Sponsor cannot and will not indemnify Cowan or its employees and agents in any fashion against any of the above-described claims, demands, liabilities, expenses, and causes of action or any other third-party claim arising from or in any way relating to this Agreement.

c. Cowan shall indemnify the Plan Sponsor and defend and hold it harmless against all claims, liability, demands, liens, taxes, loss or damages of any character suffered by the Plan Sponsor arising from any operations, acts or omissions of Cowan related to its work under the Agreement. Cowan's indemnification shall also encompass any and all financial damages to Plan Sponsor

resulting from the activities and responsibilities of Cowan, Cowan's employees, agents and subcontractors.

6. Term and Termination of Agreement

a. This Agreement becomes effective January 1, 2017, and shall extend through December 31, 2019. Such initial term may be extended for up to two (2) additional one-year terms upon the written agreement of both parties. Prior to the expiration of the initial term or any additional one-year term, either party may terminate this Agreement for any reason with 60-days' notice.

b. Either party may terminate this agreement for cause if the other party fails in any material way to perform its obligations under this Agreement. Termination pursuant to this subsection is subject to the condition that the terminating party notify the other party in its intent to terminate. Such notification shall be in writing and state with reasonable specificity the grounds for termination. Any such termination for cause shall be effective fifteen (15) days after the other party's receipt of the notice unless the other party remedies the breach within that 15-day period.

c. Should Plan Sponsor withdraw appropriations or otherwise fail to appropriate sufficient money for Cowan's work, Plan Sponsor shall have the right to terminate the Agreement immediately upon written notice to Cowan. Any such termination shall not relieve Plan Sponsor of any obligation to pay Cowan for services rendered to the Plan or Plan Sponsor prior to the date the written notice is sent to Cowan.

d. The following provisions will survive termination of this Agreement: Sections 5, 10, and 13.

7. Billing Practices

a. Cowan will bill the Plan Sponsor for its fees hereunder on a monthly basis. All invoices are due and payable upon receipt. Undisputed invoice amounts that are not paid within thirty (30) days will accrue interest at the rate of .25% per month until paid. Payments will be applied to decrease the amount of any outstanding interest charges before being applied to fees. If an undisputed invoice is not paid in full within sixty (60) days, Cowan may suspend all services until the invoice is paid in full. The amounts due under this Agreement shall include all costs of collection, including attorneys' fees and court costs.

b. The fees paid to Cowan under this Agreement by the Plan Sponsor shall be the sole compensation received by Cowan from any source for the services provided under this Agreement. Cowan shall not request or accept any fee, payment, commission, "kickback", credit, rebate, or item or service of value from any third party administrator, insurer, supplier, vendor, consultant, employee or other person related to services provided or contemplated by this Agreement without full prior written disclosure to the Plan Sponsor and written approval of said Plan Sponsor. Such disclosure and approval shall be required without regard to industry practice and without regard for benefit to or participation of the Plan Sponsor in said arrangement.

8. Employment.

Cowan may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

9. Non-Discrimination.

It is the policy of the Plan Sponsor not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Cowan certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Plan Sponsor's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Plan Sponsor or in Cowan's employment practices. Accordingly, all proposers entering into contracts with the Plan Sponsor may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

10. Ethical Standards; Gratuities and Kickbacks

a. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith.

b. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order.

c. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor with the Plan Sponsor.

11. Insurance

a. Cowan shall maintain at least the following commercial insurance policies for the duration of the Agreement and for three (3) years thereafter in the amounts specified:

i. Workers' compensation and employer's liability insurance – Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.

ii. Comprehensive general liability insurance – insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

iii. Comprehensive automobile liability insurance – Must include owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.

iv. Professional liability (errors and omissions) insurance affording professional liability insurance – To a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.

v. Technology Errors and Omissions insurance - to include data breach and loss of personally identifiable information – To a limit of \$1,000,000 each claim, and \$2,000,000 aggregate.

b. Cowan must provide the Plan Sponsor with the required insurance certificates and endorsements and name the Plan Sponsor as an additional insured on the liability coverages.

c. The insurance required under the proceeding paragraphs must provide adequate protection for Cowan and any sub-contractors against damage claims that may arise from operations under this Agreement, whether such operations are by Cowan or by anyone directly or indirectly employed by Cowan.

12. Notices

a. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such address upon the earlier of (i) actual receipt or (ii) delivery in person or by certified mail return receipt requested.

b. *Notices to Plan Sponsor:* City of Murfreesboro, ATTN: City Manager, 111 West Vine Street, Murfreesboro, TN 37133.

c. *Notices to Cowan:* Aeron Lucas, Cowan, 5110 Maryland Way, Suite 250, Brentwood, TN 37027.

13. Maintenance of Records

Cowan shall maintain documentation for all charges associated with services provided pursuant to this Agreement. The books, records, and documents of Cowan, insofar as they relate to work performed or money received under the Agreement, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by the Plan Sponsor or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

14. Modification of Agreement

This Agreement may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the Agreement may be executed by signature of the City Manager.

15. Waiver

No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. Assignment

Cowan shall not assign, transfer, convey, sublet or otherwise dispose of any contract award or any or all of its rights, title or interest therein, without prior written consent of the Plan Sponsor. Such consent by the Plan Sponsor shall not relieve the assignor of liability in the event of default by the assignee.

17. Severability

The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of the remainder hereof.

18. Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Tennessee, to the extent not preempted by Federal law, regardless of choice of law doctrine or provision in any attachment or other document that Cowan may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

19. Interpretation

This Agreement shall not be interpreted for or against either party based on its drafter.

20. Entire Agreement

This Agreement and the attachments and documents referred to herein represent the entire agreement of the parties. There are no representations, covenants, understandings, or warranties

between the parties relating to the subject matter of this Agreement that are not stated herein. In the event interpretation of this Agreement becomes necessary, the Plan Sponsor's Request for Competitive Sealed Proposals (August 30, 2016) and Cowan's Proposal (September 28, 2016) shall be deemed representative of the parties' intent and understanding.

This Agreement shall take effect on January 1, 2017.

CITY OF MURFREESBORO

COWAN,
a division of HUB International Limited

By: _____
Shane McFarland, Mayor

By:  _____
Aeron Lucas, Senior Vice President

APPROVED AS TO FORM:

Craig D. Tindall, City Attorney

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CITY OF MURFREESBORO

COWAN,
a division of HUB International Limited

By: _____
Shane McFarland, Mayor

By: _____
Aeron Lucas, Senior Vice President

APPROVED AS TO FORM:

Craig D. Tindall, City Attorney

EXHIBIT A

CONSULTANT OF RECORD LETTER

{INSERT DATE}

Re: Consultant-of-Record Change for the City of Murfreesboro

To whom it may concern:

Effective immediately, please recognize Aeron Lucas of Cowan, a division of Hub International Ltd., for the purposes of renewal negotiation for all products and services regarding benefits.

Cowan will assume ongoing service responsibilities effective January 1, 2017.

If you have questions or need additional information, please contact me at 615-848-2553.

Sincerely,



Glen Godwin
Human Resources Director
City of Murfreesboro

cc: Aeron Lucas, Cowan, a division of Hub International Ltd.

EXHIBIT B

SERVICES TO BE PROVIDED BY COWAN

Section I – Consulting Services

1. Consulting services relating to the City’s employee benefit plans and products, including but not limited to:
 - a. Development and implementation of cost containment strategies;
 - b. Ongoing competitive procurement in the for all benefit contracts, including health benefit plans (including Network, Carrier, Stop Loss, and Private Exchanges), pharmacy benefit benefits manager, and ancillary benefit providers (i.e. Life, Voluntary Life, Long-Term Disability, Short-Term Disability, Vision, EAP, Wellness);
 - c. Annual plan renewals and amendments;
 - d. Review of SPDs and SBCs for accuracy and regulatory compliance;
 - e. Analysis of plan design and stop-loss (reinsurance) options;
 - f. Cost-benefit analysis of utilizing a third-party administrator or carrier to administer the City’s self-insured health plans;
 - g. Assistance in analyzing ancillary benefit goals and options; and,
 - h. Comprehensive review of all aspects of PPACA “Pay-or-Play” rule.
2. Data analytic, actuarial, and audit services to include:
 - a. Cleansing and warehousing of client-specific data;
 - b. Analysis of cleansed data, including but not limited to population trend analyses, assessment and evaluation of health risks, underlying costs and utilization care patterns, site-of-care optimization, and benchmark comparison to similar municipalities and organizations;
 - c. PBM analysis of transparency and rebates;
 - d. Analytical services focused on the identification and minimization of risk, cost containment, and improved quality of care and outcomes;
 - e. Annual audit of dependents covered under City’s benefit plans to identify ineligible dependents and related cost consequences;
 - f. Evaluation of the effect of wellness and health improvement initiatives on overall clinical health and well-being;
 - g. Analysis of provider networks and contracts; and
 - h. Analytical services focused on detecting fraud, abuse and overpayment.

3. Compliance support for all of the City's benefit plans, including timely and pertinent analysis, guidance, and updates, and assistance in the development of required policies and forms, with a particular focus on the implications of PPACA and healthcare reform in general;
4. Services relating to and participation in annual benefit enrollment meetings and employee benefit fairs and information sessions;
5. Provision of a secure web portal to facilitate the exchange of information between consultants and the City;
6. Assistance in the development of plan documents (excluding printing costs);
7. Assistance in the development of employee communications on such topics as consumerism, benefit options, and wellness (excluding printing costs); and,
8. Provision of ongoing communication with City Council, City Administration, and the City Human Resources Department with respect to all contracted services.

Section II – Expert on Board Wellness Consulting Services

1. Ongoing consulting services with respect to the development and implementation of wellness programs and the evaluation and selection of wellness providers, including a feasibility analysis of on-site or near-site care centers;
2. Provide local subject matter expertise to the City in the area of health and wellness.
3. Provide consulting services to assist the City with wellness initiatives that engage employees and support behavior change, resulting in reduced risk of adverse health conditions.
4. Identify the best tools that meet the wellness objectives and unique culture of the City.
5. Assist the City in strategic cost control initiatives that aid in actionable results that impact the bottom line.
6. Inform the City of industry trends and how they may impact the City's wellness plan.
7. Assist in keeping the City ACA compliant by providing guidance on how on-gong healthcare reform rules and regulations impacts the City's Wellness Program.

EXHIBIT C
FEE SCHEDULE

I. Consulting Services (Section I of Exhibit B)

A. Initial 3-Year Term

1. During the initial three-year term of the Agreement, Plan Sponsor agrees to pay Cowan seventy-five thousand dollars (\$75,000.00) per year in consideration of the services described in Exhibit B, Section 1 to the Agreement.
2. Such annual fee is to be paid in monthly installments of \$6,250.

B. Additional One-Year Extensions (up to two extensions)

1. During any one-year extension of the Agreement, Plan Sponsor agrees to pay Cowan eighty-two thousand five hundred dollars (\$82,500.00) per year in consideration of the services described in Exhibit B, Section 1 of the Agreement.
2. Such annual fee is to be paid in monthly installments of \$6,875.

C. The above fees are inclusive of all travel, mailing, shipping, and telephone costs.

II. Optional Services for Additional Fees (Section II of Exhibit B)

- A. In the event Plan Sponsor elects to utilize Cowan's Expert on Board wellness consulting services (as described in described in Exhibit B, Section 2 to the Agreement), Plan Sponsor agrees to pay Cowan seventeen thousand five hundred dollars (\$17,500.00) per year for any twelve-month period in which Plan Sponsor uses the Expert on Board service.
- B. Such annual fee is to be paid in quarterly installments of \$4,375.00.

**CITY OF MURFREESBORO
EMPLOYEE HANDBOOK**

Section No: 1008

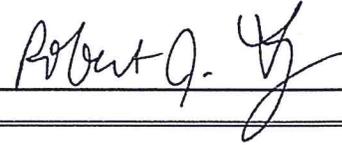
Date: 12-10-15

Supersedes Section No: 1008

Dated: 6-6-13

Subject: Holidays

Approved: Robert J. Lyons, City Manager



(a) Eligibility for Paid Holidays

A full-time employee is eligible for paid holidays beginning on the date of employment.

(b) Holidays Defined

The following holidays are official holidays for all full-time City employees:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day

Where the date of a holiday varies from year to year, the date of the holiday shall be the date specified by Tennessee law. When the holiday falls on a Saturday, the legal holiday is usually recognized on Friday. If the holiday falls on a Sunday, the legal holiday is usually recognized on the following Monday. If Christmas Eve Day and/or Christmas Day falls on Saturday or Sunday, the City Holidays for Christmas Eve Day and Christmas Day are recognized on the preceding Friday and/or the following Monday.

(c) Employees not scheduled to work on City Holidays

All full-time employees, except for those scheduled to work to maintain essential City operations as determined by the City Manager, shall not work on City Holidays and shall receive Holiday Pay for the Holiday.

(d) Non-exempt employees scheduled to work on City Holidays

(1) All non-exempt employees who are scheduled to work on a City Holiday shall be eligible to earn Holiday Pay or Holiday Time-off ("floating holiday") if and only if they work the entire scheduled workday or shift. The Holiday Pay or floating holiday shall be in addition to regular compensation.

(2) Holiday Pay or Holiday time-off shall be earned as follows:

Work Shift	Holiday Pay or Time-Off
7.5 hours	7.5 hours
8.0 hours	8.0 hours
10.0 hours	8.0 hours
24.0 hours	12.0 hours
Other	Not to exceed 8.0

(3) Floating holidays shall be scheduled on the same basis as vacation leave.

(e) Exempt Employees scheduled to work on City Holidays

(1) All exempt employees who are scheduled to work on a City Holiday shall be eligible for Holiday Time-off in addition to their regular compensation. Holiday Time-off ("floating holiday") shall accrue if and only if the employee works the entire, scheduled workday or shift on the City Holiday. Floating holidays shall be scheduled for use on the same basis as vacation leave.

(2) Those individuals serving as exempt Shift Commanders in the Murfreesboro Fire & Rescue Department as of August 27, 2015 shall be entitled to elect to receive Holiday Pay instead of taking a floating holiday, as described in (e)(1) above when scheduled to work on a City Holiday if the employee works the entire scheduled 24 hour shift which begins at 7:00a.m. on the City Holiday. This provision shall have no application to any other individual.

(f) Payment for floating holidays

An employee may be paid for accrued floating holidays only upon termination. The time may also be used for the purpose of "running out" benefit hours immediately preceding the commencement of retirement benefits.

(g) Holiday Occurring on Regular Day Off or During Period of Paid Leave

If a City Holiday occurs on an employee's regular day off or during an employee's paid leave (e.g. vacation, FMLA), the employee is paid Holiday Pay for the day and is not required to use paid leave for the absence from work.

[06-06-13; 12-10-15]

[12-10-15]

[1008]

Holiday Payroll Processing Schedule

Date	Action	Who
Prior to 11/18/16	Remove the schedule from all employees NOT scheduled to work 11/24/16 & 11/25/16	Supervisor
11/18/2016	Approve timecard at the end of your shift	Employee
11/18/2016	Approve timecards for all employees prior to the end of your shift	Supervisor
11/20/2016	Export payroll file for processing 10:15am	Payroll
Prior to 12/19/2016	Remove schedule from all employees NOT scheduled to work 12/23/16 & 12/26/16	Supervisor
12/19/2016	Approve timecard at the end of your shift	Employee
12/19/2016	Approve timecards for all employees prior to the end of your shift	Supervisor
12/19/2016	Export payroll file for processing 10:15am	Payroll
1/3/2017	Approve timecard by 9:00am	Employee
1/3/2017	Approve timecards by 10:00am	Supervisor
1/3/2017	Export payroll file for processing 10:15am	Payroll
1/17/2017	Approve timecard by 9:00am	Employee
1/17/2017	Approve timecards by 10:00am	Supervisor
1/17/2017	Export payroll file for processing 10:15am	Payroll



... creating a better quality of life

November 3, 2016

Honorable Mayor and Members of the City Council:

RE: Consent Agenda: Consider approval of Grant Amendment 2 to the Runway 18/36 Overlay

Background

Effective Grant management is essential during large complex federal and state funded projects. The billing and management of the project can be accomplished more efficiently if the number of Grants can be reduced to as few as possible. Grant Amendment 2 was created to help with the efficient management of the funding for the Runway Extension Project.

Amendment 2 was the transfer of \$850,000 from the Runway and Ramp Overlay Project to the Runway Extension Project. With the completion of the overlay of the main tarmac, this Grant Amendment helped fund the majority of the runway extension with one state funded Grant. While the funds were successfully transferred to the runway project, the State did not generate a Grant Amendment until now.

Fiscal impact

This Amendment 2 allowed the City and State to close the pavement overlay project Grant 75-1707 and fund the Runway Extension Project 75-0121 with an additional \$850,000 (State funding \$765,000 and Local funding \$85,000).

Improvement to City facilities

This Grant Amendment 2 allowed for the successful completion of a \$5.1 million runway extension which included several airfield improvements.

Request

The Murfreesboro Airport Commission requests your approval of this Grant Amendment 2.

The Members of the Airport Commission and I greatly appreciate your consideration of this item. If you need any additional information or have a question, please feel free to give me a call.

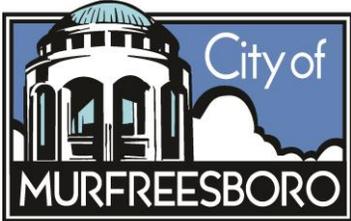
Respectfully,

Chad L. Gehrke
Airport Manager



Murfreesboro Municipal Airport

1930 Memorial Boulevard * P. O. Box 4145 * Murfreesboro, Tennessee 37129-4145 * Phone 615 848 3254 * Fax 615 848 3256
TDD 615 849 2689 www.murfreesborotn.gov



PARKS & RECREATION

... creating a better quality of life

November 10, 2016

Honorable Mayor and Members of City Council:

**RE: Item I. Fee Increases for Picnic Shelter Reservations
Item II. Holiday Pass Specials for Sports Com and Patterson
Community Center**

As items for the **Consent Agenda**, it is recommended that Council approve fee increases for picnic shelter rentals and approve holiday pass specials for Sports Com and Patterson Community Center.

Item I. – Fee Increases for Picnic Shelter Reservations

Background

Murfreesboro Parks and Recreation Department reserves picnic shelters from March to October every year. During winter months, and any time that a shelter isn't reserved, it is available to the public at no charge on a "first-come, first-served basis." Current pricing has been in place since 2005; however, costs for maintenance and custodial services have increased. Additionally, as we transition to online services with new software, current half-day and all-day options are not available options in the new software. Therefore, increases are proposed, as well as the elimination of the all-day discount. Rather than an all-day option with a discount, patrons will be required to reserve two (2) half-day slots when needing a shelter for all day.

Fiscal Impact

	Current Price	Proposed Price
Small Shelters	Free, first-come	Free, first-come
Medium Shelters	\$40 half-day \$60 all day	\$50 half-day
Large Shelter at Barfield Crescent Park	\$110 half-day \$170 all day	\$120 half day

Proposed pricing reflects a \$10 increase on the half-day rentals; however, with the removal of the all-day discounts, reserving two half-day options will result in an all-day increase of \$40 for a medium shelter and a \$70 increase for the large shelter.

Concurrence

The Murfreesboro Parks and Recreation Commission, at its November 2, 2016, meeting unanimously approved the fee increases as requested.

Recommendation

It is recommended that Council approve said fee increases as proposed to become effective January 2, 2017.

Item II. – Holiday Pass Specials for Sports Com and Patterson Community Center

Background

The Murfreesboro Parks and Recreation Department would like to again offer its annual holiday pass specials at Sports Com and Patterson Community Center. If approved by Council, this will be the 10th holiday season for the specials, which are described below:

Buy One, Get One Free in December

Starting December 12, 2016, MPRD staff would like to offer a Buy One, Get One free sale for Individual Yearly and Monthly Passes at Sports Com and Patterson Park Community Center. The special would end at 5:00 p.m. on December 31, 2016. When purchasing a yearly or monthly pass, the free pass must be a yearly or monthly pass of equal or lesser value.

25% Off All Individual Yearly and Monthly Passes in January

During the month of January, MPRD staff would like to offer 25% off its Individual Yearly and Monthly Passes at Sports Com and Patterson Park Community Center. This discount would begin January 3 and end January 31, 2017, at 9:00 p.m.

Fiscal Impact

Regular prices are as follows:

	<u>Yearly</u>	<u>Monthly</u>
Premium	\$315 adult/\$225 youth & senior	\$35 adult/\$25 youth & senior
General	\$225 adult/\$135 youth & senior	\$25 adult/\$15 youth & senior

Concurrence

The 10th Annual Holiday Pass Specials for Sports Com and Patterson Park Community Center were unanimously approved by the Murfreesboro Parks and Recreation Commission at its November 2, 2016, meeting.

Recommendation

I respectfully request Council's approval of the Holiday Specials as described herein for Sports Com and Patterson Community Center.

Respectfully,

Angela Jackson, CPRP
MPRD Interim Director



... creating a better quality of life

CONSENT AGENDA

November 4, 2016

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2017 Budget Amendment

Attached you will find a budget transfer as approved by the City Manager on November 4, 2016.

This transfer is within the General Fund moving funds from Other Operating Expenses –Unforeseen Contingencies and into Finance and Tax, Fixed Asset roll up (see attachment for detailed line item). This transfer will have no effect on Fund Balance.

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

A handwritten signature in blue ink that reads "Melissa B. Wright". The signature is written in a cursive style.

Melissa B. Wright
City Recorder, Finance Director

Finance and Tax Administration

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



Inter-Fund Budget Amendment Request

Mr. Lyons,

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

Budget Fiscal Year: 2017

Move funds from:

Org 10130008
 Object 599909
 Acct Name Unforeseen Contingencies
 Amount \$ 8,500.00

Move funds to:

Org 10112009
 Object 594702
 Acct Name Computer Equipment

Explanation: In order to provide online property tax payment capability to citizens, a new server is needed.

Due to nightly upload/download requirements of the online payment provider and the age of the current

Local Government server, it will need to be replaced. The need for a new server was not known when the

2017 budget was being developed.

Messie Wright
 Department Head Signature

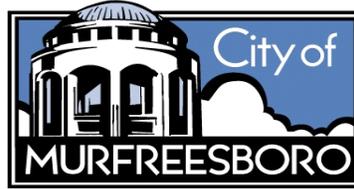
11-3-16
 Date

Ana Maria Stovall
 Reviewed by Finance

11/3/2016
 Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bob G</i></u> City Manager
Declined	<input type="checkbox"/>	<u>11/4/16</u> Date

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



T E N N E S S E E
“creating a better quality of life”
Human Resources Department

GLEN GODWIN, SPHR- SCP, IPMA-SCP
HUMAN RESOURCES DIRECTOR

111 West Vine Street
P.O. Box 1139
Murfreesboro, TN 37133-1139
Phone 615-848-2553
FAX 615-904-6506

E-mail: ggodwin@murfreesborotn.gov

CONSENT AGENDA

November 10, 2016

Honorable Mayor Shane McFarland and Members of the Murfreesboro City Council

Background

Staff has identified a necessary update to Section 5003 of the City of Murfreesboro Employee Handbook pertaining to Compensation and Classification. Specifically, while the City Manager and City Council have authority to adjust employee compensation as referenced by section (a)(5) of the current policy; “Salary adjustments may be made on an annual basis simultaneous with and as part of the adoption of the City budget. They may also be made during the course of the fiscal year with or without a budget amendment”, current policy does not provide context for making salary adjustments as a result of making salary adjustments when there is a departmental, demonstrated need to make such an adjustment for employee retention difficulty, i.e. for a “market adjustment”.

Human Resources has worked with Departments and utilized EH 5003 for purposes of applying experience credit for hiring new employees, salary reclassifications and for promotional purposes in conjunction with the June 2015 Classification and Compensation study implementation conducted by the Management Advisory Group (MAG). As Council may recall, such adoption of recommended policies from the 2015 implementation were included in EH 5003, set forth in August of 2015.

Market adjustments are a unique and separate salary action from salary actions already included in the current handbook policy. Such market adjustments are typically utilized by other peer and competitor agencies and organizations that serve as indicators of classification and compensation trends in the marketplace for which the City competes for talent.

Financial Impact

There is no immediate financial impact with this recommendation. Should recommendations for market adjustments be made by Department heads in the future with regard to this policy revision, such adjustments will be recommended to the City Manager with regard to the respective departmental fiscal budget.

Action Required

It is recommended that City Council approve this request to revise Employee Handbook Section 5003 to include subsection (i) market adjustments. The City Manager joins in making this recommendation for your approval. A copy of both the existing handbook policy and the recommended policy change is included in this communication for your further consideration.

Respectfully submitted,

Glen Godwin, SHRM-SCP, IPMA-CP
Human Resources Director

Attachments: Employee Handbook Section 5003-Current
Employee Handbook Section 5003-Proposed

**CITY OF MURFREESBORO
EMPLOYEE HANDBOOK**

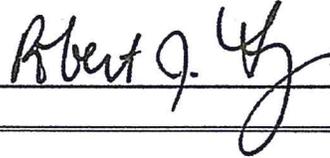
Section No: 5003

Date: 8-27-15

Supersedes: Compensation and Classification Dated: 12-17-09

Subject: Compensation

Approved: Robert J. Lyons, City Manager



(a) Compensation Purpose and Policy

(1) The City Council may formally adopt compensation and classification or salary plans, and policies related thereto, or may simply utilize them in budget preparation or implementation. The City Council adopted a Classification and Compensation Report by Resolution 15-R-11 on May 14, 2015, and intends to utilize said system. However, there is no vested employee right or entitlement to any compensation plan, or to any particular salary or salary adjustment or step increase. Should the City make a salary adjustment, it shall be prospective only, and applicable to future wages only, unless the adjustment is explicitly made retroactively.

(2) The City intends to comply with applicable federal laws including, but not limited to, the Fair Labor Standards Act and the Equal Pay Act.

(3) The City shall be consistent in classifying employees and placing them in the City's compensation plan. However, there is no right or guarantee that persons with the same date of hire, or the same date of promotion, with the same job classification will have the same salary.

(4) The City Council, by adoption of this section of the Employee Handbook, does not intend to limit the authority that the City Council and the City Manager have under the City Charter to establish employee salaries each and every budget year.

(5) Salary adjustments may be made on an annual basis simultaneous with and as part of the adoption of the City budget. They may also be made during the course of the fiscal year with or without a budget amendment.

(b) Compensation Objectives

The City strives to provide a total compensation program that enables the City to attract and retain a high-quality and diverse workforce; to reward and retain qualified employees; to provide a fair and consistent framework for assigning jobs; to avoid inverted salary relationships between new and existing employees; to maintain salary structures at market competitive levels; to ensure fair and consistent pay practices; to comply with applicable laws and regulations; to operate within the constraints of fiscal resources; and, to be an employer that inspires excellence.

(c) Salary Upon Hiring

(1) The starting salary for a new employee shall be the minimum of the salary range to which the job classification is assigned unless:

- the employee has relevant job experience that is more than that required by the job description; or
- the employee has been hired to fill a position determined to be a “hard to fill” position; or,
- the employee has been hired to fill an exempt, professional or technical position; or,
- the employee has been hired as a department head or assistant department head.

(2) If the employee has relevant job experience greater than that required to meet the minimum qualifications specified in the job description, then the employee may receive an adjustment to the starting salary. The adjustment will be based on giving one (1) year of credit for every two (2) full years of paid full-time experience beyond the required minimum years of experience, up to a maximum of ten (10) years of credit.

The department head and the Human Resources Director (or designee) shall determine the experience eligible for such credit.

(A) The amount of the possible experience credit shall be calculated by using the minimum to maximum salary range as representing thirty years as shown below.

Example

Job Classification: Accountant (Grade 115)

Minimum Requirements: 2 years of experience required

Pay Range:

Minimum	Maximum
\$ 41,183	\$60,291

Per-year rate based on 30 year scale for employees in this grade: \$636.93 per year (Maximum salary of \$60,291 less Minimum salary of \$41,813 equals a difference of \$19,108 divided by 30 years equals \$636.93)

Total Years of Relevant Experience: 7
Required Years of Relevant Experience: 2
Difference: 5

Experience Credit: 2.5 Years
(Difference divided by 2 and capped at 10)

Maximum Experience Credit Amount:
2.5 Years X \$636.93 per year = \$1,592.33

Minimum Salary	\$ 41,183.00
<u>+Experience Credit</u>	<u>+\$ 1,592.33</u>
=Possible Starting Salary	\$ 42,775.33

(B) After the possible experience credit has been calculated, the Human Resources Director (or designee) shall review current salaries and length of service in the same or comparable job classes to ensure that internal equity will be maintained. It is the policy of the City to make every effort to avoid inverted salary relationships that result if newly hired employees are paid a starting salary that exceeds the current salaries of existing employees in the same job classification with comparable qualifications and experience.

(3) If the employee has been hired for a "hard to fill" position, then the employee may receive an adjustment to the starting salary. The Human Resources Director must approve any request to classify a position as a "hard to fill" position. This determination will include, but is not necessarily limited to, consideration of the length of time the position has remained unfilled, retention rates for the position, the difficulty to recruit, and market conditions.

The determination of the specific salary for a "hard to fill" position should also reflect experience and internal equity as described in (2) above. The department head may recommend a proposed starting salary but the Human Resources Director shall establish the amount. The starting salary for a "hard to fill" position must be between the minimum of the salary range and the market amount for the pay grade unless the City Manager approves a salary above the market amount.

(4) If the employee has been hired for an exempt, professional or technical position, then the employee may receive an adjustment to the starting salary. The Human Resources Director must approve any request to classify a position as an

exempt professional or technical position. Such adjustment may occur only if recommended by the department head as necessary to obtain the best qualified person. The proposed starting salary may be up to the market amount for the pay grade. The Human Resources Director shall establish the amount after consideration of experience and internal equity as described in (2) above.

(5) If the employee is hired as a department head or assistant department head, then the starting salary may be anywhere in the salary range between the minimum and maximum amount. The salary shall be determined by the City Manager after receiving information from the Human Resources Director as to experience and internal equity considerations.

(d) Salary Upon Promotion

(1) When an existing full-time employee has been promoted to a position in a job classification with a higher pay grade with the same or a different department within the City, the employee shall receive an increase in salary of 5% for the first pay grade and 2.5% for each additional pay grade up to a maximum of 15%, or the minimum of the new pay grade, whichever is greater unless:

- the employee is eligible for experience credit
- the employee has been promoted to fill a position determined to be a “hard to fill” position, or
- the employee has been promoted to be a department head or assistant department head.

(2) If a new employee’s initial placement upon hiring is in a job classification which does not require experience only because the employee lacks a State of Tennessee certification, license or similar qualification and the employee obtains the Tennessee qualification within the first twelve (12) months of employment and the employee is then promoted to a job classification for which the employee exceeds the experience required, then and only then may the department head request that the employee’s starting salary in the new position reflect an experience credit as described in (c)(2).

(3) If the employee has been promoted to a “hard to fill” position, then the employee may receive an adjustment to the starting salary. The Human Resources Director must approve any request to classify a position as a “hard to fill” position. This determination will include, but is not necessarily limited to, consideration of the length of time the position has remained unfilled, retention rates for the position, the difficulty to recruit, and market conditions.

The determination of the specific salary for a “hard to fill” position should also reflect experience and internal equity as described in (c) above. The department head may recommend a proposed starting salary but the Human Resources Director shall establish

the amount. The starting salary for a "hard to fill" position must be between the minimum of the salary range and the market amount for the pay grade unless the City Manager approves a salary above the market amount.

(4) If the employee is promoted to be a department head or assistant department head, then the new salary may be anywhere in the salary range between the minimum and maximum amount. The salary shall be determined by the City Manager after receiving information from the Human Resources Director as to experience and internal equity issues.

(e) Salary Upon Demotion

(1) The salary of an employee who is moved from one classification to a different job classification in a lower pay grade has been the subject of a demotion and shall be subject to a downward salary adjustment as described below.

(2) If the employee has been demoted for disciplinary reasons, the salary shall be reduced based on the number of pay grades with 5% for the first pay grade and 2.5% for each additional pay grade to a maximum of 15%, provided that the new salary shall not be less than the minimum of the new pay grade.

(3) If the employee has been demoted as a result of the employee's voluntary request or as the result of an accommodation of a disability, the salary shall be reduced 5% for the first pay grade and 2.5% for each additional pay grade to a maximum of 15%, or to the maximum of the new pay grade, whichever is the higher salary.

(4) If the employee has been demoted and returned to a prior position (because the employee was unsuccessful in a probationary period following a promotion), the employee's salary shall not be higher or lower than the salary previously paid the employee while in that prior position, unless there have been across the board salary adjustments City-wide or for all employees in that job classification.

(5) If the employee's salary has been reduced as part of a salary reduction that includes other employees with the same job classification, pay grade, department, or City employment status, and there has been no change in the employee's job classification, the employee has not been the subject of a demotion but has received an "across the board" salary decrease. An "across the board" salary decrease is not disciplinary in nature and may be utilized instead of layoffs or other measures.

(f) Salary Upon Transfer

(1) A transfer occurs when an employee moves from one job classification to another job classification or from one pay plan to another pay plan.

(2) If the new job classification is in a higher pay grade, the change will be the result of a promotion and the salary in the new job classification will be based on subsection (d) above.

(3) If the new job classification is in a lower pay grade, the change will be the result of a demotion, a request or an accommodation and the salary in the new job classification will be based on subsection (e) above.

(4) If the new job classification is in the same pay grade, there will be no change in salary. A transfer to a different job classification in the same pay grade is a lateral transfer.

(5) If the new job classification is in a different pay plan, i.e., from Unified to Public Safety or from Public Safety to Unified, the employee will be placed at the minimum of the pay grade of the new classification plus any applicable experience credit.

(g) Salary When "Topped Out"

If an employee's base salary is greater than the maximum of the new pay range, there will be no adjustment upward to the rate of pay unless the pay grade range is adjusted and it allows for further movement. Ranges are established to reflect the market value of a job and not the merits, job performance or tenure of a particular employee. The employee's salary shall be "frozen", "red circled" or "topped out" and the employee will not be eligible for "across the board" or "cost of living" salary schedule adjustments until pay grade range movement allows for all or a portion of such adjustment. Any such employee shall continue to receive any applicable salary supplement without regard to their "topped out" status.

(h) Salary Supplements

(1) The City, in addition to establishing a salary for a particular position in a fiscal year, may also establish a "salary supplement" for persons holding that position who additionally possess and perform a skill or function not performed by all other individuals on the same salary schedule. When salary supplements are paid, they are part of the employee's compensation for all wage related purposes (e.g. overtime, Social Security withholding, pension, retirement, disability or workers' compensation benefits). Because payment of a salary supplement is in addition to the salary for the primary job task, when an employee is assigned to perform a task or

achieves a skill which is eligible for a salary supplement, the salary supplement shall not be deemed to be a promotion for personnel administration purposes (e.g. drug and alcohol testing, probationary year or quarterly evaluations).

(2) Since these salary supplements are based on the skill or function performed, they are not applicable and shall not be paid when an individual is no longer assigned to perform the skill or function.

(A) Provided, however, an employee receiving a salary supplement as a training officer will continue to receive the supplement as long as they are so assigned whether or not they have a trainee assigned to them.

(B) For example, when a police officer receives a salary supplement while assigned as a detective, if and when the officer is promoted to a sergeant's position, the officer would no longer receive the salary supplement and would be placed at a salary upon promotion without consideration of the salary supplement amount.

(C) Such cessation of payment is not to be deemed a demotion or adverse employment decision and initiation of cessation does not require disciplinary proceedings.

(D) If a salary supplement is based upon a certification or license, such as a Paramedic, and the employee fails to keep it current or otherwise loses such status, the employee shall immediately notify the department head in writing and the salary supplement shall be discontinued. Should the employee fail to notify the department head in writing that the employee no longer possesses the certification or license, and the salary supplement continues to be paid, the employee shall be subject to disciplinary action and shall be responsible for repayment of the amount to the City.

(3) Payment of a salary supplement is not a promotion, and cessation of payment of a salary supplement is not a demotion, regardless of the methods used to select employees who will receive a salary supplement. The fact the same or a similar process may be used to select persons for promotion as is used to select persons for a salary supplement (e.g. FTO in Police Department) does not mean that being selected to receive a salary supplement is being promoted.

(4) Salary supplements shall be shown separately on the City's annual budget and salary schedules. Salary supplements are subject to the same degree of flexible control by the City Manager and City Council as salaries.

[12-17-09; 08-27-15]

**CITY OF MURFREESBORO
EMPLOYEE HANDBOOK**

Section No: 5003 Date: 11-10-16

Supersedes: Compensation and Classification Dated: 08-27-15

Subject: Compensation

Approved: Robert J. Lyons, City Manager _____

(a) Compensation Purpose and Policy

(1) The City Council may formally adopt compensation and classification or salary plans, and policies related thereto, or may simply utilize them in budget preparation or implementation. The City Council adopted a Classification and Compensation Report by Resolution 15-R-11 on May 14, 2015, and intends to utilize said system. However, there is no vested employee right or entitlement to any compensation plan, or to any particular salary or salary adjustment or step increase. Should the City make a salary adjustment, it shall be prospective only, and applicable to future wages only, unless the adjustment is explicitly made retroactively.

(2) The City intends to comply with applicable federal laws including, but not limited to, the Fair Labor Standards Act and the Equal Pay Act.

(3) The City shall be consistent in classifying employees and placing them in the City's compensation plan. However, there is no right or guarantee that persons with the same date of hire, or the same date of promotion, with the same job classification will have the same salary.

(4) The City Council, by adoption of this section of the Employee Handbook, does not intend to limit the authority that the City Council and the City Manager have under the City Charter to establish employee salaries each and every budget year.

(5) Salary adjustments may be made on an annual basis simultaneous with and as part of the adoption of the City budget. They may also be made during the course of the fiscal year with or without a budget amendment.

(b) Compensation Objectives

The City strives to provide a total compensation program that enables the City to attract and retain a high-quality and diverse workforce; to reward and retain qualified employees; to provide a fair and consistent framework for assigning jobs; to avoid inverted salary relationships between new and existing employees; to maintain salary structures at market competitive levels; to ensure fair and consistent pay practices; to comply with applicable laws and regulations; to operate within the constraints of fiscal resources; and, to be an employer that inspires excellence.

(c) Salary Upon Hiring

(1) The starting salary for a new employee shall be the minimum of the salary range to which the job classification is assigned unless:

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- the employee has been hired to fill an exempt, professional or technical position; or,
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(2) If the employee has relevant job experience greater than that required to meet the minimum qualifications specified in the job description, then the employee may receive an adjustment to the starting salary. The adjustment will be based on giving one (1) year of credit for every two (2) full years of paid full-time experience beyond the required minimum years of experience, up to a maximum of ten (10) years of credit.

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Experience Credit: 2.5 Years
(Difference divided by 2 and capped at 10)

Maximum Experience Credit Amount:
2.5 Years X \$636.93 per year = \$1,592.33

Minimum Salary	\$ 41,183.00
<u>+Experience Credit</u>	<u>+\$ 1,592.33</u>
=Possible Starting Salary	\$ 42,775.33

(B) After the possible experience credit has been calculated, the Human Resources Director (or designee) shall review current salaries and length of service in the same or comparable job classes to ensure that internal equity will be maintained. It is the policy of the City to make every effort to avoid inverted salary relationships that result if newly hired employees are paid a starting salary that exceeds the current salaries of existing employees in the same job classification with comparable qualifications and experience.

(3) If the employee has been hired for a "hard to fill" position, then the employee may receive an adjustment to the starting salary. The Human Resources Director must approve any request to classify a position as a "hard to fill" position. This determination will include, but is not necessarily limited to, consideration of the length of time the position has remained unfilled, retention rates for the position, the difficulty to recruit, and market conditions.

The determination of the specific salary for a "hard to fill" position should also reflect experience and internal equity as described in (2) above. The department head may recommend a proposed starting salary but the Human Resources Director shall establish the amount. The starting salary for a "hard to fill" position must be between the minimum of the salary range and the market amount for the pay grade unless the City Manager approves a salary above the market amount.

(4) If the employee has been hired for an exempt, professional or technical position, then the employee may receive an adjustment to the starting salary. The Human Resources Director must approve any request to classify a position as an

exempt professional or technical position. Such adjustment may occur only if recommended by the department head as necessary to obtain the best qualified person. The proposed starting salary may be up to the market amount for the pay grade. The Human Resources Director shall establish the amount after consideration of experience and internal equity as described in (2) above.

(5) If the employee is hired as a department head or assistant department head, then the starting salary may be anywhere in the salary range between the minimum and maximum amount. The salary shall be determined by the City Manager after receiving information from the Human Resources Director as to experience and internal equity considerations.

(d) Salary Upon Promotion

(1) When an existing full-time employee has been promoted to a position in a job classification with a higher pay grade with the same or a different department within the City, the employee shall receive an increase in salary of 5% for the first pay grade and 2.5% for each additional pay grade up to a maximum of 15%, or the minimum of the new pay grade, whichever is greater unless:

- the employee is eligible for experience credit
- the employee has been promoted to fill a position determined to be a "hard to fill" position, or
- the employee has been promoted to be a department head or assistant department head.

(2) If a new employee's initial placement upon hiring is in a job classification which does not require experience only because the employee lacks a State of Tennessee certification, license or similar qualification and the employee obtains the Tennessee qualification within the first twelve (12) months of employment and the employee is then promoted to a job classification for which the employee exceeds the experience required, then and only then may the department head request that the employee's starting salary in the new position reflect an experience credit as described in (c)(2).

(3) If the employee has been promoted to a "hard to fill" position, then the employee may receive an adjustment to the starting salary. The Human Resources Director must approve any request to classify a position as a "hard to fill" position. This determination will include, but is not necessarily limited to, consideration of the length of time the position has remained unfilled, retention rates for the position, the difficulty to recruit, and market conditions.

The determination of the specific salary for a "hard to fill" position should also reflect experience and internal equity as described in (c) above. The department head may recommend a proposed starting salary but the Human Resources Director shall establish

the amount. The starting salary for a "hard to fill" position must be between the minimum of the salary range and the market amount for the pay grade unless the City Manager approves a salary above the market amount.

(4) If the employee is promoted to be a department head or assistant department head, then the new salary may be anywhere in the salary range between the minimum and maximum amount. The salary shall be determined by the City Manager after receiving information from the Human Resources Director as to experience and internal equity issues.

(e) Salary Upon Demotion

(1) The salary of an employee who is moved from one classification to a different job classification in a lower pay grade has been the subject of a demotion and shall be subject to a downward salary adjustment as described below.

(2) If the employee has been demoted for disciplinary reasons, the salary shall be reduced based on the number of pay grades with 5% for the first pay grade and 2.5% for each additional pay grade to a maximum of 15%, provided that the new salary shall not be less than the minimum of the new pay grade.

(3) If the employee has been demoted as a result of the employee's voluntary request or as the result of an accommodation of a disability, the salary shall be reduced 5% for the first pay grade and 2.5% for each additional pay grade to a maximum of 15%, or to the maximum of the new pay grade, whichever is the higher salary.

(4) If the employee has been demoted and returned to a prior position (because the employee was unsuccessful in a probationary period following a promotion), the employee's salary shall not be higher or lower than the salary previously paid the employee while in that prior position, unless there have been across the board salary adjustments City-wide or for all employees in that job classification.

(5) If the employee's salary has been reduced as part of a salary reduction that includes other employees with the same job classification, pay grade, department, or City employment status, and there has been no change in the employee's job classification, the employee has not been the subject of a demotion but has received an "across the board" salary decrease. An "across the board" salary decrease is not disciplinary in nature and may be utilized instead of layoffs or other measures.

(f) Salary Upon Transfer

(1) A transfer occurs when an employee moves from one job classification to another job classification or from one pay plan to another pay plan.

(2) If the new job classification is in a higher pay grade, the change will be the result of a promotion and the salary in the new job classification will be based on subsection (d) above.

(3) If the new job classification is in a lower pay grade, the change will be the result of a demotion, a request or an accommodation and the salary in the new job classification will be based on subsection (e) above.

(4) If the new job classification is in the same pay grade, there will be no change in salary. A transfer to a different job classification in the same pay grade is a lateral transfer.

(5) If the new job classification is in a different pay plan, i.e., from Unified to Public Safety or from Public Safety to Unified, the employee will be placed at the minimum of the pay grade of the new classification plus any applicable experience credit.

(g) Salary When "Topped Out"

If an employee's base salary is greater than the maximum of the new pay range, there will be no adjustment upward to the rate of pay unless the pay grade range is adjusted and it allows for further movement. Ranges are established to reflect the market value of a job and not the merits, job performance or tenure of a particular employee. The employee's salary shall be "frozen", "red circled" or "topped out" and the employee will not be eligible for "across the board" or "cost of living" salary schedule adjustments until pay grade range movement allows for all or a portion of such adjustment. Any such employee shall continue to receive any applicable salary supplement without regard to their "topped out" status.

(h) Salary Supplements

(1) The City, in addition to establishing a salary for a particular position in a fiscal year, may also establish a "salary supplement" for persons holding that position who additionally possess and perform a skill or function not performed by all other individuals on the same salary schedule. When salary supplements are paid, they are part of the employee's compensation for all wage related purposes (e.g. overtime, Social Security withholding, pension, retirement, disability or workers' compensation benefits). Because payment of a salary supplement is in addition to the salary for the primary job task, when an employee is assigned to perform a task or

achieves a skill which is eligible for a salary supplement, the salary supplement shall not be deemed to be a promotion for personnel administration purposes (e.g. drug and alcohol testing, probationary year or quarterly evaluations).

(2) Since these salary supplements are based on the skill or function performed, they are not applicable and shall not be paid when an individual is no longer assigned to perform the skill or function.

(A) Provided, however, an employee receiving a salary supplement as a training officer will continue to receive the supplement as long as they are so assigned whether or not they have a trainee assigned to them.

(B) For example, when a police officer receives a salary supplement while assigned as a detective, if and when the officer is promoted to a sergeant's position, the officer would no longer receive the salary supplement and would be placed at a salary upon promotion without consideration of the salary supplement amount.

(C) Such cessation of payment is not to be deemed a demotion or adverse employment decision and initiation of cessation does not require disciplinary proceedings.

(D) If a salary supplement is based upon a certification or license, such as a Paramedic, and the employee fails to keep it current or otherwise loses such status, the employee shall immediately notify the department head in writing and the salary supplement shall be discontinued. Should the employee fail to notify the department head in writing that the employee no longer possesses the certification or license, and the salary supplement continues to be paid, the employee shall be subject to disciplinary action and shall be responsible for repayment of the amount to the City.

(3) Payment of a salary supplement is not a promotion, and cessation of payment of a salary supplement is not a demotion, regardless of the methods used to select employees who will receive a salary supplement. The fact the same or a similar process may be used to select persons for promotion as is used to select persons for a salary supplement (e.g. FTO in Police Department) does not mean that being selected to receive a salary supplement is being promoted.

(4) Salary supplements shall be shown separately on the City's annual budget and salary schedules. Salary supplements are subject to the same degree of flexible control by the City Manager and City Council as salaries.

(i) Market Adjustments

(1) A market adjustment may be necessary to retain an employee(s) who is offered a same or substantially similar position in another organization. Market adjustments are not considered promotional adjustments, are not tied to measures of employee performance, and are not tied to reclassifications.

(2) A market adjustment requires written documentation of the recruitment and or retention difficulty by the Department Head to the Human Resources Director.

(3) The Department Head shall provide such written documentation to the Human Resources Director describing the need for such an adjustment and shall provide supporting documentation if necessary.

(4) Following review of the Department Head's documentation recommending a market adjustment, the Human Resources Director shall conduct an analysis and consider a market adjustment by way of an application of a percentage increase or dollar amount to employee salary, applied to all positions in the same job classification. This analysis will include but not be limited to the impact such a market adjustment would have on internal equity.

(5) If the Human Resources Director agrees with the Department Head's request, the Human Resources Director shall present the recommendation for a market adjustment to the City Manager for approval.

[12-17-09; 08-27-15; 11-10-16]



... creating a better quality of life.

Consent Agenda

November 7, 2016

Honorable Mayor and Members of City Council:

RE: Amend Professional Services Agreement – Kennon Calhoun Workshop for the Police HQ

As an item for the consent of February 13, 2014, it is the recommendation of the Chief of Police that City Council amend the professional services agreement between Kennon | Calhoun Workshop and the City of Murfreesboro to design the Police Headquarters at 1004 North Highland Avenue.

Background

At its meeting of February 13, 2014, City Council approved a professional services agreement with Kennon Calhoun Workshop for architectural, engineering and design services for the relocation of Police Headquarters to 1004 North Highland Avenue.

The original agreement totaled \$1,613,000. This total amount includes the following to each firm:

Kennon Calhoun Workshop	\$770,000
MWL	\$243,000
EMC	\$190,000
Envison	\$395,000
DF Chase	\$ 15,000

At the time the contract was awarded, it was going to be a traditional design-bid-build project. However, the City changed course and hired a Construction Manager at Risk. Additional time was added to the project for the competitive selection of the CMAR in which Kennon Calhoun participated plus additional time for the value engineering, revisions and cost estimating.

As additional background to understand the overall scope of the project, the subject contract includes the following phases:

Project Administration

- Schedules
- Budget Development
- Meetings

Programming

- Interviews and Meetings
- Departmental survey and questionnaire
- Adjacency Diagrams
- Space Needs Assessment

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

Engineering and Architectural Preliminary Activities

- Demolition planning
- Evaluation of LEED
- Energy model
- Structural grid
- Plumbing
- Technology
- 9-1-1
- Emergency Power
- Specialty systems

Schematic Design

- Conceptual design
- Documents
- Coordination of various systems
- Presentation drawings and boards

Design Development

- Refinement of the design and finishes
- Documents

Furniture Design and Documentation

- Inventory of existing
- Project management

Construction Documents

- Prepare documents
- Bidding and negotiation
- Construction Administration

Fiscal Impact

The increase totals \$217,000 for the additional schedule increased scope, associated meetings, revisions and reviews. Kennon Calhoun's fees represent approximately 4.2 percent of the overall construction contract.

The contract is funded by the 2014 and 2016 bonds.

Recommendation

It is recommended by Staff that City Council approve the amendment a contract between Kennon | Calhoun Workshop and the City of Murfreesboro for professional services to relocate Police Headquarters to 1004 North Highland Avenue.

Robert J. Lyons
City Manager

C: Chief Karl Durr
Deputy Chief Mike Bowen
Assistant Chief Eric Cook
Lieutenant Mike Taylor

12 September 2016

request for fee increase

Murfreesboro Police Department Headquarters
City of Murfreesboro

Karl Durr
Chief of Police
City of Murfreesboro, TN
111 W Vine Street
Murfreesboro, TN 37130-3732

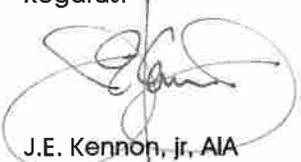
Chief Durr,

I am writing to request an increase in fees for the professional services being provided by our design team for the Police Headquarters. As we have discussed, the project has increased in scope, complexity and duration since we originally established our lump sum fee. We had anticipated that the entire project – from programming through closeout – would last 24-30 months. At this time it is projected that the project will take 48 months, nearly double the anticipated schedule and associated meetings, revisions, and reviews. Additionally, we already have and continue to revise the contract documents to meet value engineering goals, as well as to accommodate new input from the police department. These modifications require meetings, documentation, design and revision of the contract documents.

Based on our projected time for construction administration along with the related increases in fees from our sub-consultants, and including the bidding and design revisions, we are respectfully request an increase in fee by \$217,000, from the original lump sum fee of \$1,613,000 to a new revised fee of \$1,830,000.

We are grateful for the opportunity to work with the City on this project. We look forward to its successful completion. Please let me know if you need any additional information..

Regards:



J.E. Kennon, jr, AIA

November 3, 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, November 3, 2016, with Vice-Mayor Doug Young 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

Mayor Shane McFarland was absent and excused from this meeting.

The following representatives of the City were also present:

Rob Lyons, City Manager
James Crumley, Assistant City Manager
Jennifer Moody, Assistant City Manager
Melissa Wright, City Recorder/
Finance Director/City Treasurer
Craig Tindall, City Attorney
David Ives, Assistant City Attorney
Georgia A. Meshotto, Administrative Assistant
City Council/City Recorder

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

Mr. Richard Baines, 1319 Parkview Terrace, commended the City on improvements to areas of the City including sidewalks on Mercury Boulevard and current development of "The Bottoms" formerly called "The Old Mink Slide" on Broad Street. He suggested that more attention be given to the area from Vine Street to North Highland Avenue and possibly tax incentives could be directed toward improvements to this area.

There were no others present who wished to speak.

Vice-Mayor Young adjourned this session of the public comment meeting at 6:37 p.m.

DOUG YOUNG – VICE-MAYOR

ATTEST:

MELISSA B. WRIGHT - CITY RECORDER

ORDINANCE 16-OZ-44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 1.2 acres along East Clark Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Cottages on Clark); Blue Sky Construction, applicant [2016-440].

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 be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations referenced in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission be and it is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon 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 PRD

RM-16

SINKING CREEK

EVENTIDE DR

PCD

RS-15

E CLARK BLVD

RM-16

HILLSIDE CT

RM-16

DUDLEY ST

E MCKNIGHT DR

RD

OG-R

Ordinance 16-OZ-44

CM-R



ORDINANCE 16-OZ-45 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 17.2 acres along Barfield Road as Residential Zero Lot-Line (RZ) District simultaneous with annexation; Ted Petty, applicant. [2016-436]

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



99

NEW SALEM HWY

WARRIOR DR

Area Zoned RZ

WINSLOW CT

CLIFFVIEW CT

BARFIELD RD
FORK-STONES RIVER

MIDDLE FORK STONES RIVER

Murfreesboro
City Limits

Ordinance 16-OZ-45



ORDINANCE 16-OZ-46 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 34.1 acres along Old Salem Road as Commercial Fringe (CF) District simultaneous with annexation and rezoning of approximately 17.6 acres from General Office (OG) District to Commercial Fringe (CF) District; Rucker Donnell Foundation, applicant. [2016-442]

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Commercial Fringe (CF) District, 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



HASELL DR
MIDDLETON DR
MONTAQUE AVE
CITADEL C

Area Zoned CF

Area Zoned RS-15

OLD SALEM RD

ALL-SAIL

SIDELL CT

BAYOU CT

E OVERALL CREEK RD

OG

Area Rezoned from OG to CF

PUSHER PL

99

NEW SALEM HWY

RS-15

Murfreesboro City Limits

RM-16



RS-15

Ordinance 16-OZ-46

ORDINANCE 16-OZ-47 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 109.5 acres along New Salem Highway as Single-Family Residential Ten (RS-10) District simultaneous with annexation; Rucker Donnell Foundation, applicant. [2016-441]

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

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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Single-Family Residential Ten (RS-10) 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



E OVERALL CREEK RD

BAYOUCT

PUSHER PL

Murfreesboro
City Limits

NEW SALEM HWY

Area
Zoned RS-10

Clearidge Dr

99

GALILEO DR

ADAIR CT

JOHN HOOD DR

LINGARD CT

Ordinance 16-OZ-47



ORDINANCE 16-O-57 amending the 2016-2017 Budget (2nd amendment).

WHEREAS, the City Council adopted the 2016-2017 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 16-O-24, on June 24, 2016 to implement the 2016-2017 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2016-2017 Budget by this Ordinance to incorporate expenditure decisions made during the 2016-2017 fiscal year.

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

SECTION 1. The 2016-2017 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2016-2017 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL

ORDINANCE 16-O-56 amending Murfreesboro City Code, Chapter 21—
Offenses and Miscellaneous Provisions, creating Section 21-6, Unruly
Gatherings.

WHEREAS, the City Council of the City of Murfreesboro finds that large gatherings where one or more persons are acting irresponsibly frequently become loud, unruly, unsafe, and adversely impact the quality of life of many neighborhoods throughout the City;

WHEREAS, it is determined that such unruly gatherings are detrimental to the public health, safety, and welfare, and are contrary to the public interest.

WHEREAS, the City desires to protect the public against the potential negative health, safety, and welfare impacts associated with loud and unruly gatherings;

WHEREAS, the City Council desires to set off a portion of the cost that is incurred by the public as a result from repeated occurrences of large gatherings that negatively impact the community and further desires to enhance the ability of enforcement officers to abate and deter such disturbances;

WHEREAS, in order to control unnecessary disturbances caused by such unruly gatherings, it is declared to be the policy of the city to prohibit unruly gatherings that create a substantial disturbance of the quiet enjoyment of private or public property.

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

SECTION 1. Section 21-6, Unruly Gatherings, of the Murfreesboro City Code is hereby created as follows:

SECTION 21-6 UNRULY GATHERINGS.

(A) *Definitions.* As used in this section, the following words are defined as follows:

Child has the same meaning as the word is defined by T.C.A. § 37-1-102.

Encouraging Delinquent Acts by a Child means to solicit, aid, abet, or cause a child to violate a federal, state, county, or municipal law; do an act which endangers the health, safety, or welfare of the minor or of another person; or, run or conceal themselves from a person or institution having lawful custody of the child.

Host means, when used as a verb, to organize, invite, receive persons to a social gathering on property of which one has control as owner, lessee, tenant or licensee; and means, when used as a noun, a person who undertakes to accommodate a gathering that is or becomes an Unruly Gathering.

Menacing means communications by word or conduct that the person intends to place another person in fear of imminent serious physical injury.

Offenses Against Persons means any offense contained with Tennessee Code Annotated, Title 39, Chapter 13.

Offenses Against Property means any offense contained with Tennessee Code Annotated, Title 39, Chapter 14.

Offense Against Public Health, Safety and Welfare means any offense contained with Tennessee Code Annotated, Title 39, Chapter 17.

Organize means to encourage or assist in encouraging attendance at a gather that is or becomes an Unruly Gathering by any means of communications.

Organizer means a person who undertakes to organize a gathering that is or becomes an Unruly Gathering.

Owner means the person or entity listed as the owner in the Rutherford County property tax records, including multiple owners.

Property means (i) any dwelling unit or group of dwelling units at a single street number address, including but not limited to a house, duplex, triplex, apartment(s), condominium(s) or other structure(s) with one or more dwelling units, hotel, or motel room(s); (ii) a hall, meeting room, community room, common area, pool, pool house, or other structure that serves as a gathering place; (iii) any private real property adjacent to, and under the same ownership as, the location of a structure described in this section; and (iv) any public right-of-way or public property adjacent to the location of the property otherwise defined in this section.

Response costs means the costs associated with responses by law enforcement, fire and other emergency response providers to Unruly Gatherings, including but not limited to:

- (a) Salaries and benefits of law enforcement, fire or other emergency response personnel for the amount of time spent responding to, remaining at, or otherwise dealing with Unruly Gatherings, and the administrative costs attributable to such response(s);
- (b) The cost of any medical treatment to or for any law enforcement, fire or other emergency response personnel injured while responding to, remaining at or leaving the scene of an Unruly Gathering; and
- (c) The cost of repairing any city equipment or property damaged, and the cost of the use of any such equipment, in responding to, remaining at or leaving the scene of an Unruly Gathering and an allocation of the cost of normal maintenance of such equipment.

Unruly gathering means a party or gathering where alcohol is served or consumed, where there is a sufficient number of attendees that an officer reasonable believes the host cannot directly control behavior of attendees, and one or more of the following behaviors occur on the property where the gathering takes place or on adjacent property:

- (a) Any violation of state or federal, state, or municipal laws relating to the sale, service, possession or consumption of alcohol;
- (b) Any Offense Against Persons;
- (c) Offenses Against Property
- (d) Offense Against Public Health, Safety and Welfare
- (e) Menacing;
- (f) Noise disturbances;
- (g) Public urination or defecation;
- (h) Littering;
- (i) Encouraging Delinquent Acts by a Child; or
- (j) Unlawful use or explosion of fireworks

(B) *Unruly Gatherings Prohibited.* No person shall organize or host an Unruly Gathering if the person knows or reasonably should know that a gather of people is or could become an Unruly Gathering.

(C) *Administrative Civil Penalty.*

(1) *First Violation.*

- (a) A person who violates this Section in addition to but separate from any criminal penalties and for remedial purposes only, shall be subject to a penalty of \$250 as an administrative civil penalty for the purposes of partially setting off the response costs incurred by the City for responding to the Unruly Gathering.

- (b) After an Unruly Gathering occurs on a property, City staff will notify the owner of the property, which will include a copy of this ordinance and a description of the owner's potential liability for response costs under Section (C)(2).
- (2) *Second Violations.*
 - (a) If a person is cited for violation of this Section a second time within a twelve-month period, that person shall be subject to an additional penalty of \$500 as an administrative civil penalty for the purposes of partially setting off the enhanced response costs due to repeated Unruly Gatherings.
 - (b) If an Unruly Gathering occurs at the same property for a second time within a twelve-month period after notice is provided the owner under Section (C)(1)(b), the owner of the property shall be subject to an additional penalty of \$500 as an administrative civil penalty for the purposes of partially setting off the enhanced response costs due to repeated Unruly Gatherings. It is the intent that exculpation of the property owner by a tenant for this penalty is prohibited by T.C.A. 68-28-203.
- (3) If a child receives a citation for an Unruly Gathering or is the owner of the property and that child, but for the child's age, would be responsible for payment of the penalty imposed by this Section the person's parent(s) or legal guardian(s) are responsible for the administrative civil penalty.
- (4) Financial liability under this section is joint and several.
- (D) *Appeals.*
 - (1) *Organizers or Hosts.* It is an affirmative defense to a citation issued for a first violation of Section that the person who organizes or hosts a gathering contacted the police as soon as that gathering becomes an Unruly Gathering, upon a finding that such contact occurred, the penalty may be reduced to \$100.
 - (2) *Property Owners.*
 - (a) If a civil administrative penalty is imposed upon a property owner, the property owner may appeal the determination that a violation occurred or amount of the penalty. Appeals are taken before the City Manager who, when determining to what extent, if any, the owner should be responsible for the penalty or penalties assessed, shall consider evidence of the following actions on the part of the property owner to prevent or abate the nuisance, even if unsuccessful:
 - [1] On the first occurrence of an Unruly Gathering, the owner has issued a written warning to the residents of the dwelling unit where the Unruly Gathering occurred that future violations may result in initiation of eviction proceedings.
 - [2] On the second occurrence of an Unruly Gathering at the same dwelling unit, provided the owner has not imposed upon any tenant the administrative civil penalty assessed against the owner, the owner has issued a written notice that termination of the rental agreement will be initiated for the tenant(s) responsible for any future Unruly Gatherings.
 - [3] On the third occurrence of an Unruly Gathering at the same dwelling unit, the owner has initiated eviction proceedings against the tenant(s) responsible for the Unruly Gathering.
 - [4] Prior to the fourth occurrence of an Unruly Gathering, provided that new tenants replaced those who committed the previous violations, the owner implemented reasonable precautions to deter or prevent any additional Unruly Gatherings.
 - (b) In an appeal by an owner of property where ten or more dwelling units are located, if no more than two of the violations have occurred on the property, the City Manager shall consider, in addition to the factors listed in Section (D)(2)(a), whether the owner implemented other measures to prevent or discourage Unruly Gatherings, including, but not limited to, employing a resident manager, providing a local agent who is accessible to tenants at all times for emergencies, hiring on-site

security, and imposing strict behavioral standards in the rental agreement that are enforceable by termination of the tenancy.

SECTION 2. 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

ORDINANCE 16-O-58 amending the Murfreesboro City Code, Chapter 21—Offenses and Miscellaneous Provisions, Section 21-5.3, and Chapter 28 – Streets and Sidewalks, Section 28-9, regarding unlawful solicitations.

WHEREAS, the City Council believes that people have a right to move freely in public areas without being subject to harassment, intimidation, blocked passage, aggressive behavior, battery, and other forms of aggressive solicitation; and,

WHEREAS, the City Council finds that the regulation of solicitation is in the best interest of the health, safety and welfare of the citizens of the City of Murfreesboro.

WHEREAS, the City of Murfreesboro has a significant governmental interest in providing its citizens, visitors, and tourists with a pleasant, enjoyable, and safe environment free of nuisance activity; and,

WHEREAS, the City of Murfreesboro has substantial governmental interests in promoting and protecting tourism, encouraging the expansion of the City's economic base by attracting and maintaining new investments, creating an attractive infrastructure that encourages quality development, and protecting the City's economy; and,

WHEREAS, solicitors unaffiliated with a legitimate tax exempt organization often disturb the daily activities that occur at outdoor cafes, shops, restaurants, nightclubs, and entertainment venues, and outdoor events by disrupting business and physically approaching, harassing, or intimidating residents, visitors, and tourists in places where it is difficult to exercise the right to decline to listen to them or avoid their requests; and,

WHEREAS, the City Council finds that solicitation in the roadway and from public property adjacent to the roadway causes distraction for drivers and is a safety hazard, and has determined that it is in the public interest to regulate solicitation in or near the roadway for the purpose of protecting the interest of the health, safety and welfare of the citizens; and,

WHEREAS, solicitors unaffiliated with a legitimate tax exempt organization also obstruct the sidewalks located within the City, causing safety concerns for pedestrians, motorists and the safety of others; and,

WHEREAS, solicitors unaffiliated with a legitimate tax exempt organization threaten the City's lifestyle and economic vitality by disrupting the existence of a pleasant, safe, and enjoyable environment; and,

WHEREAS, the City recognizes that certain forms of solicitation are entitled to First Amendment protection and its regulation must be content-neutral and narrowly tailored to serve a significant government interest while leaving open ample alternative channels of communication; and,

WHEREAS, the regulations set forth in this Ordinance are content neutral and narrowly tailored to address and curb the problems unique to the subject areas and do not unreasonably interfere with constitutionally protected rights, and there are ample alternative public areas throughout the City where solicitation is permitted; and,

WHEREAS, the City Council finds that the passage of this Ordinance regulating solicitation on City-owned property or public areas within the City limits is in the best interest of the health, safety and welfare of the City's residents, business owners,

visitors, and others, and is necessary for the effective administration and operation of the City.

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

SECTION 1. Section 21-5.3, Reserved, of the Murfreesboro City Code is hereby amended by inserting a new Section 21-5.3, Unlawful Solicitations, as follows:

Section 21-5.3 Unlawful Solicitations.

(A) *Definitions.* Except where the context clearly indicates otherwise, the following terms as used in this chapter shall have the following meanings:

“Aggressive manner” means and includes:

- (1) Intentionally or negligently making any physical contact with or touching another person in the course of a solicitation without the person's consent;
- (2) Approaching or following a person being solicited in a manner that is intended to or likely to cause a person to fear imminent bodily harm, fear the commission of a criminal act, or intimidate the person being solicited into an affirmative response;
- (3) Continuing to solicit within 20 feet of the person being solicited after the person has made negative response if that conduct is intended to or likely to cause a person to fear imminent bodily harm, fear the commission of a criminal act, or intimidate the person being solicited into an affirmative response;
- (4) Intentionally or negligently blocking the safe or free passage of the person being solicited or requiring the person, or the driver of any vehicle, to take evasive action to avoid physical contact with the person making the solicitation or a person stopping in response to a solicitation;
- (5) Using obscene or abusive language or gestures intended to or likely to cause a person to fear imminent bodily harm, fear the commission of a criminal act, or intimidate the person being solicited into an affirmative response; and/or,
- (6) Acts authorized as an exercise of a constitutional right to picket or legally protest, shall not constitute obstruction of pedestrian or vehicular traffic.

“Solicit” or “solicitation” means any communication that reasonably appears to be a request made directly to another person in a public area for an immediate donation of money or other thing of value, including the purchase of an item or service for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is a donation. As used in this section, solicit and solicitation does not include fundraising by an organization that has obtained from the Internal Revenue Service an exemption from taxation under I.R.C. 501(c).

- (B) *Aggressive solicitation.* It shall be unlawful for any person to solicit in an aggressive manner in any an area to which the public or a substantial group of persons has access, and includes but is not limited to alleys, bridges, buildings, driveways, parking lots, parks, playgrounds, plazas, sidewalks, streets open to the general public and the doorways and entrances to buildings and dwellings and the grounds enclosing them.
- (C) *General solicitation restrictions.* It shall be unlawful for any person to solicit:
- (1) After sunset and before sunrise, the time of which shall be those published by the United States Naval Observatory;
 - (2) Within 25 feet of any ATM, business window used for the exchange of cash or credit, or parking lot pay box;
 - (3) Within 25 feet of a sidewalk cafe or outdoor dining area;
 - (4) Within 25 feet of a person standing in line waiting to be admitted to a commercial establishment;
 - (5) In any public transportation vehicle, or within 25 feet of any bus station or stop or any taxi stand;
 - (6) Within 25 feet of any crosswalk or on or within 25 feet of the entrance or exit to any confined pedestrian walkway;
 - (7) Within 25 feet of any entrance or exit of any home at any time or business during hour of the business' operations without the consent of the owner or person legally in possession of such property; and/or,
 - (8) From any operator or occupant of a motor vehicle, from any person entering or exiting a motor vehicle, from any operator or operator of a motor vehicle that is in traffic on a public street, or from any operator of a motor vehicle in exchange for unrequested service to any vehicle or allowing for or directing the parking of any vehicle not owned or under a right of control of the owner of the parking area.
- (D) *False, misleading, or harmful solicitation.*
- (1) It is unlawful for any person to make a false or misleading representation in the course of soliciting a donation. False or misleading representations include, but are not limited to the following:
 - (a) Stating that the donation is needed to meet a specific need, when the person soliciting already has sufficient funds to meet that need and does not disclose that fact;
 - (b) Stating that the donation is needed to meet a need that does not exist;
 - (c) Stating that the person soliciting is from out of town and stranded, or that he or she is homeless when that is not true;
 - (d) Stating the donation is for food but in reality is used for illegal drugs or alcohol;
 - (e) Stating or representing, by use of a uniform or otherwise, that the person soliciting is a member of a military service when the person

soliciting is neither a present nor a former member of a military service; and/or,

(r) Stating, representing or displaying an indication that the person soliciting suffers from a mental or physical disability or deformity when the person soliciting does not suffer the disability or deformity indicated.

(2) It is unlawful for any person to use or expose minors and animals to hazardous or harmful conditions in order to solicit, including but not limited to exposure to cold, heat, traffic, other animals, weather, or strangers.

(E) *Severability.*

(1) Severability is intended throughout and within the provisions of this section. If any section, sentence, clause or phrase of this division is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this division.

(2) This division is not intended to proscribe any demand for payment for services rendered or goods delivered which does not meet the definition of solicitation in this section.

(3) This division is not intended to create a result through enforcement that is absurd, impossible or unreasonable. The division, or any part thereof, should be held inapplicable in any such case where its application would be unconstitutional under the United States Constitution or the Constitution of this state.

(F) *Penalty.* Any person who shall violate or fail to comply with any provision of this section shall be guilty of an offense and shall, upon conviction, unless otherwise provided by this section, be punished as provided in Code §1-8.

SECTION 2. Section 28-9, Obstructing Streets or Sidewalks Generally, of the Murfreesboro City Code, is hereby amended by designating the existing Section 28-9 as subsection (A) and adding the following subsection (B):

(B) *Obstruction by Pedestrians.*

(1) No person shall stand in a roadway for the purpose of soliciting a ride.

(2) No person shall stand on a highway for the purpose of soliciting employment, business, or contributions from the occupant of any vehicle.

(3) No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.

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



... creating a better quality of life
November 3, 2016

Honorable Mayor and Members of City Council:

RE: Item I. Contract for Athletic Lighting
Item II. Amendment Number 3 to Contract for West Park A & E Services
Item III. Change Order Number 1 for Jordan Farm Soccer Practice Facility

As items for the **Regular Agenda**, it is recommended that Council approve a contract for athletic lighting at Richard Siegel Park and at the Old Fort Tennis Complex, Amendment Number 3 to Contract for West Park Architectural and Engineering (A & E) services, and Change Order Number 1 for Jordan Farm Soccer Practice Facility.

Item I. – Contract for Athletic Lighting

Background

Richard Siegel Park and the Old Fort Tennis Complex are similar in that they are both world-class facilities hosting elite competitions. These two facilities are partially limited to daylight hours. The need for lights has been a topic of discussion for several years.

At Richard Siegel Park, the addition of four (4) more lighted fields would greatly enhance the effectiveness of the Murfreesboro Soccer Club in their efforts to expand the sport. In addition, having more lighted fields in the field rotation will certainly help reduce the wear and tear on fields.

At the Old Fort Tennis Complex, the addition of eight (8) more lighted courts will definitely help with the fast-growing tennis community. High school and middle school tennis players will no longer be forced to shorten matches due to lighting issues.

Both facilities can be attributed to a significant economic impact each year. The addition of more lighted space will allow tournaments and events to expand to increase economic impact greatly.

Two bids were received for this proposed lighting project, one from Reynolds Electric in the amount of \$970,000, and the other from Knight Electric in the amount of \$939,650, being the lower bid.

Fiscal Impact

The low bid of Knight Electric for the lighting of four (4) additional soccer fields and for eight (8) additional tennis courts is \$939,650. These funds have been designated within the City's capital budget.

Concurrence

The Murfreesboro Parks and Recreation Commission approved for the lighting project to be contracted with Knight Electric in the amount of \$939,650.

Recommendation

It is recommended that City Council approve the contract with Knight Electric to install athletic lighting at Richard Siegel Park and at the Old Fort Tennis Complex.

Item II. – Amendment Number 3 to Contract for West Park A & E Services**Background**

A Request for Qualifications and Request for Proposals (RFP/RFQ) was issued in November of 2012 in order to select a team to provide professional and technical services for the development of a park in the west side of Murfreesboro. Evaluation and scoring of that RFP/RFQ resulted in the selection of Kimley-Horn and Associates, Inc., who teamed with the following firms:

- Huddleston-Steele Engineering, Inc.
- Johnson + Bailey Architects P.C.
- Wiser Company, LLC
- Griggs & Maloney, Inc.
- Gregory Peck and Associates
- Denis Griffiths and Associates, Inc.
- Site Design Group, Inc.

The Murfreesboro City Council approved a contract in 2013 for site selection services. With the recent purchase of the McDonald property, we are now requesting a contract amendment to move forward with park master planning for tasks including a project coordination and meetings, such as a kickoff workshop, focus groups, land-owner meetings, and community meetings. Other tasks will include surveys, base mapping, preliminary concept development, architectural concepts, and a final master plan.

Fiscal Impact

As detailed in the attached proposed contract, services with Kimley-Horn and Associates are to be compensated on a labor fee plus expense basis. Labor fees will be billed on an hourly basis, and direct reimbursable expenses will be billed at 1.15 times cost.

In the City of Murfreesboro Capital Improvement Plan, adequate funding is currently allocated for professional services for the West Park development.

Concurrences

On April 10, 2013, the Murfreesboro Parks and Recreation Commission (MPRC) unanimously approved the original Engineering Services Contract for a west park, and on July 25, 2013, Murfreesboro City Council approved the contract as well. Amendment Number 3 to the West Park Contract was approved by the MPRC on November 2, 2016, and the City Legal Department has also reviewed and approved said amendment.

Recommendation

It is recommended that Council approve Contract Amendment Number 3 with Kimley-Horn and Associates, Inc., for professional services for the development of a park in the western part of Murfreesboro.

Attachment

Amendment No. 3 to Contract for West Park A & E Services

Item III. – Change Order Number 1 for Jordan Farm Soccer Practice Facility**Background**

The Jordan Farm Soccer Practice Facility Phase 1 is currently under construction and includes six full-sized soccer fields, as well as a parking area and entry road from Cherry Lane.

Lose and Associates, Inc., has submitted Change Order Number 1 from the project's contractor, Landscape Services, Inc., for the addition of rye seed to soccer fields and 500 pounds per acre and installation of 12 Rainbird 44NP-1" quick couplers. Additionally, the Phase 1 construction deadline has been extended to December 15, 2016.

Plans for construction were based on grass sprigging for late summer; however, delays in construction over the summer will require an additional application of rye grass to protect the fields this winter to allow early practice in 2017.

Fiscal Impact

The original construction contract with Landscape Services, Inc., for work on the soccer practice fields was in the amount of \$1,300,000. The contract sum will be increased by \$46,000 with Change Order Number 1 for a total contract amount of \$1,346,000 with Landscape Services, Incorporated. Funding for Phase I work will come from the 2015 CIP Plan and from a Council approved reimbursement resolution for A & E Services and construction costs.

Concurrences

Lose and Associates, Inc., has recommended the work as listed in Change Order Number 1 from Landscape Services, Incorporated.

Recommendation

City Administration and MPRD staff request approval of Change Order Number 1 from Landscape Services, Inc., in the amount of \$46,000, which increases the contract sum from \$1,300,000 to \$1,346,000.

Attachment

Change Order Number 1 for Jordan Farm Soccer Practice Facility

Respectfully,

Angela Jackson, CPRP
MPRD Interim Director

**Exhibit A to Amendment Number 3,
dated September 27, 2016.**

Consultant shall perform the following Additional Services:

Task 1 – Project Coordination and Meetings

The ENGINEER will complete efforts regarding project management, administration, and accounting activities for the referenced project. This task will also consist of distribution of project correspondence, meeting preparation and coordination, subconsultant(s) coordination, and discussion of project issues throughout the project timeline.

Task 1.1 – Kickoff Workshop Meeting and Site Visit

The ENGINEER will coordinate and facilitate one (1) workshop with OWNER to discuss opportunities, constraints, and vision for the site as well as any other key issues. The ENGINEER will also visit the project site with the OWNER to review existing conditions and prepare a limited photo inventory.

Task 1.2 – Focus Groups and Land Owner Meetings

The ENGINEER will facilitate up to five (5) meetings with project focus groups and the existing land owner as identified and scheduled by OWNER. These meetings are anticipated to occur after the Kickoff Workshop Meeting in Task 1.1 prior to completing the final master plan in Task 5.

As a part of this task the ENGINEER will review Chapter 6 of the City's 2035 Plan regarding Parks, Recreation, and Open Space and incorporate the main themes and ideas into the Preliminary Concept Development in Task 3.

Task 1.3 – Community Meetings

The ENGINEER will coordinate and facilitate up to three (3) community meetings. The first community meeting is anticipated to be a presentation of needs identified by the City through previous surveys and planning efforts as well as receiving input and prioritization from the public on what uses they would like to see included in this project. Also as a part of this task, the ENGINEER will prepare project introduction text and a prioritization list for posting via an online survey website in order to receive additional feedback from the public. A copy of this information will be provided to the OWNER to be posted at existing recreation centers to receive input from existing City park users. The second public meeting is anticipated to be the presentation of the Preliminary Concepts created in Task 3 below. The third and final public meeting is anticipated to be the final presentation of the Final Master Plan created in Task 5 below.

Task 1.4 – Presentations to Parks Board and City Council

The ENGINEER will prepare and present up to three (3) project update presentations to the Parks Board and City Council throughout the project timeline. It is anticipated that the first meeting will be at the end of October to receive input on the preliminary planning process. The second presentation will be of the two Preliminary Concepts created in Task 3 below and the final presentation will be of the Final Master Plan created in Task 5 below.

Task 1 Deliverables: *Meeting agendas, meeting minutes outlining action items, invoices on a monthly basis, PowerPoint presentations*

Task 2 – Topographic Survey and Base Mapping

The OWNER will provide the existing boundary survey to the ENGINEER in digital AutoCAD format. The ENGINEER's subconsultant will provide a topographic survey of the McDonald property's existing conditions.

The ENGINEER will prepare digital base mapping of the proposed site (approx. 120 ac) for use in meetings and master planning purposes. The mapping will include elements such as aerial photography, digital survey elements, and other elements as deemed necessary by the ENGINEER.

Task 2 Deliverables: Topographic survey of site in digital AutoCAD format, digital base map

Task 3 – Preliminary Concept Development

Based on the information gathered from the Kickoff Workshop Meeting, data points from Murfreesboro 2035's Chapter 6, and feedback from the first Focus Group meetings and first public meeting all in Task 1 above, the ENGINEER will host an internal charrette with OWNER to layout the site. From this design charrette, the ENGINEER will prepare two (2) preliminary plan concepts. These will be computer-generated graphic renderings sized at 24" x 36" in plan view.

As a part of the concept design, the ENGINEER will analyze the existing transportation system in relation to the park's future traffic demands and will provide proposed off-site transportation improvements as needed for this project. Also, the ENGINEER will work with the OWNER in estimating impacts to the existing City Parks Department maintenance and programming budget and staffing needs for each concept as a part of this task.

Task 3 Deliverables: Two (2) preliminary plan concepts in digital format

Task 4 – Architectural Concepts

After the ENGINEER's architectural subconsultant attends the kickoff meeting and site visit and receives programming input from the community meeting and online survey, they will provide conceptual floor plans and building elevations for up to two (2) buildings identified as a part of the preliminary concept in Task 3.

Task 4 deliverables: Architectural renderings of proposed facilities

Task 5 – Final Master Plan

Based on a consolidated list of revisions provided by the OWNER following the public review meeting of the two (2) preliminary master plan concepts, the ENGINEER will produce one final master plan. This will be a computer-generated graphic rendering sized at 24" x 36" in plan view.

Task 5 Deliverables: Final master plan in digital format

OPTIONAL Task 6 – Existing Facilities Tour

If requested, the ENGINEER will coordinate and facilitate a one-day field trip to a maximum of three (3) park sites within a three (3) hour drive of Nashville. The purpose of this trip would be to introduce the OWNER to various park solutions and design details as well as receiving feedback on OWNER preferences. During this trip, the ENGINEER will photograph elements of these facilities to reference during the design development for this project. The OWNER will provide transportation to/from City Hall for the tour.

Task 6 Deliverables: Facilities tour and photographs

Task 7 – Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then-current hourly rates.

Consultant and Client agree to the following general schedule in connection with the tasks outlined above:

Mutually agreed upon schedule

For the tasks set forth above, Client shall pay Consultant the following additional compensation:

The ENGINEER will perform the master planning services described in Tasks 1 through 6 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the rates outlined below.

The ENGINEER will perform the services described in Task 7 (Additional Services) of the Scope of Services on a labor fee plus expense basis according to our then-current rates. Effort associated with Task 7 will not be performed without written authorization by the OWNER.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.

Section 8.4 of the original contract between ENGINEER and OWNER dated July 25, 2014 will be revised as follows:

<i>Principal</i>	<i>\$195/hour</i>
<i>Senior Professional</i>	<i>\$165/hour</i>
<i>Professional</i>	<i>\$145/hour</i>
<i>Production Team Member</i>	<i>\$100/hour</i>
<i>Clerical Staff</i>	<i>\$66/hour</i>

These hourly rates shall be valid until June 30, 2017. Increases in the hourly rates may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.

AMENDMENT NUMBER 3 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 3 DATED September 27, 2016 to the agreement between City of Murfreesboro, Tennessee, ("OWNER") and Kimley-Horn and Associates, Inc., ("ENGINEER") dated July 25, 2014 ("the Agreement") concerning West Park (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: David Coode

Title: Associate

Date: 10-17-16

Approved as to form:



Craig Tindall, City Attorney



AIA[®]

Document G701[™] – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 001	OWNER: <input type="checkbox"/>
14171 Soccer Practice Facility	DATE: 10/18/2016	ARCHITECT: <input type="checkbox"/>
Jordan Farm		CONTRACTOR: <input type="checkbox"/>
Cherry Lane		FIELD: <input type="checkbox"/>
Murfreesboro, TN 37129		OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER: 14171	
Landscape Services, Inc.	CONTRACT DATE: 6/17/2016	
204 River Hills Drive	CONTRACT FOR: General Construction	
Nashville, TN 37219		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Provide rye seed to soccer fields at 500 lbs per acre and install 12 rainbird 44NP-1" quick couplers.

Phase 1 deadline is extended to 12/15/2016 to accommodate landscaping installation due to current weather conditions.

The original Contract Sum was	\$ 1,300,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,300,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 46,000.00
The new Contract Sum including this Change Order will be	\$ 1,346,000.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 12/15/2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>LOE & ASSOCIATES</u>	_____	_____
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
<u>2809 Foster Ave, Nashville, TN</u>	_____	_____
ADDRESS	ADDRESS	ADDRESS
<u>[Signature]</u>	_____	_____
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
<u>SEAN GUTH, PRST. MGR</u>	_____	_____
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
<u>10.18.16</u>	_____	_____
DATE	DATE	DATE



Regular Agenda

November 10, 2016

Honorable Mayor McFarland and Members of City Council:

Staff has one items for your consideration for the November 10, 2016 Council meeting.

Estates of Primm Springs – Satinwood Drive Barricade

Background

On October 3, Murfreesboro Fire and Rescue Department along with Rutherford County EMS was dispatched to 3110 Palomar Drive in Estates of Primm Springs for a medical call. GPS routing equipment in the responding vehicle indicated that Satinwood Drive in Primm Springs off Thompson Lane was the fastest route to the address. Satinwood Drive has been barricaded between Estates of Primm Springs and Primm Springs since August 2015 in accordance with conditions of the zoning plan for Estates of Primm Springs which required 75 percent buildout before allowing traffic to enter Estates of Primm Springs from Satinwood Drive in Primm Springs. Once the barricade was encountered, both emergency vehicles turned around and accessed the address from Sulphur Springs Road adding approximately 3 minutes to the response time. We initially received reports and inquiries from residents in Estates of Primm Springs who witnessed the event and then confirmed the events with the on duty MFRD Shift Captain.

Prior to this medical response call, we have received calls, complaints, and inquiries regarding the status of the barricade from residents of both subdivisions as well as service providers such as emergency services, school bus service, and solid waste. In addition, the developer requested a modification to the zoning plan in April 2013 to allow the construction sequencing and street connection to be amended. That request was not approved at Murfreesboro Planning Commission. Following plans to barricade the streets, a notification was sent to many service providers indicating the barricade can be moved for emergency services. However, to prevent abuse of the barricade system, a more substantial barricade was subsequently installed following several events of the barricade being moved for convenience. In addition, we have experienced staffing changes in MFRD due to retirement, promotion, and growth resulting in new personnel being assigned to this area. The barricade remains in place today.

In response to this event, staff has reviewed the zoning plan and Zoning Ordinance to determine the status of the condition as well as procedures to modify the condition of the zoning plan. The Estates of Primm Springs included 113 buildable lots and 80 lots or 70.8%, have been created at this time. Building permits have been issued on 72 lots, or 63.7%, through today. A total 85 lots would need to have permits to achieve 75% or more of buildout. The subdivision has been averaging about one permit per month and at that rate about another year before 75% buildout permitting is achieved. However, because of phasing by the developer, a new section must be constructed to have the required number of lots available to achieve 75% buildout. It is our understanding that the developer is not actively pursuing construction on the next section at this time and may be pursuing a transfer to a successor developer to complete the future phases.

We have received a request on behalf of the developer to consider a minor deviation for the level of buildout requirement. If we conclude that the request is a minor deviation, the Planning Director has the authority under the Zoning Ordinance to approve the request. The minor deviation to be considered is to modify the condition for connection to Satinwood from 75% buildout to 70% lot creation which the development currently meets. The difference is 13 permits some of which will come from future sections (Section 3, Phases I and IV) that are more convenient to Sulphur Springs Road for construction traffic as shown on the attached exhibit. Referring to the attached exhibit, the sections labeled Section 3, Phase I (lavender) and Section 3, Phase II (blue) are currently active with residential construction while Section 3, Phase III (yellow) and Section 3, Phase IV (green) have not been approved for construction.

Since this street was proposed for a barricade, we requested that the developer reserve a 20 foot portion so that we would not prohibit use of a public street. While the street is physically constructed and connected with curb and gutter and pavement, it is not technically public ROW. If the minor deviation to change the buildout requirements is approved, the developer could remove the barricade and dedicate this ROW within a short time period.

Fiscal Impact

None

Recommendation

Staff's recommendation is to approve the requested minor deviation and direct the developer to remove the barricade and dedicate the reserved 20-foot portion as public ROW.

Attachments

None

Sincerely

Sam A. Huddleston, PE
Assistant City Engineer



November 10, 2016

Honorable Mayor and Members of the City Council:

RE: Approve Contract with Kennan / Calhoun Workshop for Architectural Services on the Public Safety Training Facility

Summary Statement

The City is ready to enter a contract for architectural services for the Public Safety Training Facility. Staff is recommending hiring Kennan / Calhoun Workshop and the other necessary engineering and professional disciplines to perform all design and development functions \$131,875.00.

Background

Kennan / Calhoun Workshop has developed a full proposal for providing turnkey architecture, development and construction administration services for the Public Safety Training Facility. After discussion with the architect, staff is recommending approval of only the design and development functions at this time. The City has chosen to use a Construction Manager on the Public Safety Training Facility and would like to review the proposed fees for construction administration with the Construction Manager prior to City Council approval.

The services include a space needs assessment, programming of the building floor plans and full schematic design including geotechnical, civil, electrical and mechanical plans. Estimated time to complete this work is 15 weeks.

Fiscal Impact

The adopted Capital Improvement Plan (CIP) funded \$2,500,000 in the most recent bond issue for the Public Safety Training Facility.

Recommendation

It is recommended that City Council approve a contract with Kennan / Calhoun Workshop for completion of space needs, building programming and schematic design of the Public Safety Training Facility including all sub-specialties (geotech, civil, electrical and mechanical) at a fee of \$131,875. Construction administration services are not part of this approval. The City will defer hiring construction administration services until a Construction Manager is engaged in the project and can review the proposals for administration.

Sincerely,

James H. Crumley

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

20 October 2016

City of Murfreesboro

Public Safety Training Campus

Scope of Project and Services

The following pages outline the scope of services as related to the scope of the project.

Programming Phase

WORKSHOP will consult with the City to ascertain the applicable requirements of the facility, including functions of existing and projected personnel, space, furniture, furnishings and equipment, operating procedures, security criteria, and communications and technology criteria.

Space Needs Assessment

In order to accelerate the early project design schedule, the Space Needs Assessment deliverables be limited to: a building and site spreadsheet and adjacency diagrams. This would allow the design team to immediately proceed with floor plan development. We would also prepare preliminary Room Data Sheets (to allow establishment of a detailed project budget).

Programming activities include:

Interviews and Meetings

Kick off meeting with City, Police and Fire Staff leadership to confirm broad scope and goals. Conduct interviews with key personnel to determine operational functions, priorities, projected growth and other pertinent information required to develop a space layout.

Adjacency Diagrams

Preliminary diagrams illustrating the following:

- Departmental adjacency
- Circulation patterns
- Relationship of amenity areas
- Expansion concepts

Space Needs Assessment

Based on a review and analysis of the gathered information, provide a spreadsheet space needs, and preliminary Room Data Sheets for the City's approval.

- Number of personnel on site and functional responsibilities
- Number and type of training facilities and functional requirements
- Special equipment and systems

3 week programming phase after approval to kick off and programming interviews can be scheduled.

Schematic Design Phases

Scope of services as described in the AIA B101 Owner Architect Contract, but in overview they are as follows:

Schematic Design Documents will establish the conceptual design of the project illustrating the scale and function relationships of the new facility.

Meetings and Presentations

Meet with City's designated representatives to review proposed designs based on previously developed space needs assessment and project goals and budgets. Coordinate with engineers to determine appropriate systems for design

- Design goals and concepts
- Diagrams illustrating functional relationships and engineering systems
- Preliminary plans, elevations, and sections necessary to communicate the design intent
Prepare Conceptual Construction Budget and review with City for conformance with overall project budget

Documents

- Document the scope, relationships, form, size, and appearance as appropriate:
 - Plans, elevations and sections and three-dimensional sketches
 - Conceptual interior and exterior material selections (includes lighting)
 - Conceptual Furniture layouts
 - Systems narratives outlining building components and systems

Coordination of Design with All Disciplines

Integrate building systems into the Project design:

- Document design intent related to building systems

Presentation Drawings / Boards

Preparation of presentation boards documenting:

- Document Design concepts and selections
- Conceptual Budget

5 week schematic design schedule after approval of program and room data sheets, and 2 day on site design workshop to establish concepts for the buildings

Design Development Phase

Scope of services as described in the AIA B101 Owner Architect Contract, but in overview they are as follows:

Design Development refines the size and character of the Project, including architectural, structural, mechanical and electrical systems, and materials. The Design Development Documents finalize the Project scope and appearance.

During this phase the WORKSHOP will prepare the interior finishes, furniture, fixtures and equipment concepts of the Project, indicating the types and quality of finishes, materials, generic furniture, and other interior features.

During this phase Workshop will research, document and provide selections for review and approval by key stakeholders for exterior and interior elements, specialized equipment and features and further refine furniture layouts.

WORKSHOP will create a comprehensive finish scheme including color, texture, and functional aspects of materials appropriate for the project.

- Select interior building materials for walls, ceilings, floors, and special interior features
- Select specialty lighting, plumbing fixtures, and building accessories
- Select window treatments

Engineering systems will be refined and coordinated in parallel with the architectural systems.

Meetings and Presentations

- meetings with City's designated representatives to review developed designs, based on previously reviewed and approved schematic design documents, space program and project goals and budgets, as necessary to complete the design
- meetings to review Equipment Selections and Scope, refining which items will be Owner Furnished and which will be specified to be purchased by general contractor
- Present proposed interior and exterior materials for review and approval by City's representatives.

Documents

- Drawings and Schedules and Outline Specifications describing the design components and systems, covering architectural, engineering, and site work.
- Document refined Furniture layouts on architectural drawings and narratives
- Document equipment in schedule for review and approval
- Document audio-visual, security systems, and technology in documents for review and approval
- General Construction and Equipment Budget

7 week design development schedule anticipated after approval of schematic design documents and budgets

Construction Documents Phase

Scope of services as described in the AIA B101 Owner Architect Contract, but in overview they are as follows:

Prepare Construction Documents based on approved design for construction. Documents shall include drawings, schedules and specifications as needed to describe the scope of work for general construction.

Prepare updated project budget for general construction, furniture and equipment for review and approval of City and for conformance with overall project budget

9 week anticipated schedule after approval of design development documents and budgets

Bidding and Negotiation

Scope of services as described in the AIA B101 Owner Architect Contract, but in overview they are as follows:

The Bidding and Negotiation Phase is the stage in which competitive bids or negotiated proposals are solicited and obtained, and contracts awarded. WORKSHOP will assist the City in obtaining either competitive bids or negotiated proposals and will assist in evaluating and awarding contracts for construction.

Preparation of Bidding Materials

Coordination of Addenda

Bidding Process Assistance

Evaluation of Alternates and Substitutions

Evaluation of Bids and Contractors

Construction Administration

Scope of services as described in the AIA B101 Owner Architect Contract, but in overview they are as follows:

WORKSHOP will be a representative of and will advise and consult with the City during the project construction phase. WORKSHOP will interpret the intent of the Contract Documents and provide consistent written responses to the City and the Contractor.

Prepare and distribute supplemental Drawings and Specification in response to Contractor's request for information or clarifications

Review and approve Contractors' submittals

Participate in progress meetings and site visits to review installation and construction procedures to insure that the Work conforms to the design intent and Contract Documents

Conduct walk through and develop a punch list of outstanding construction items to be completed prior to final approval

48 week construction schedule, with 24 onsite construction meetings, and 52 weeks of construction administration services, including 4 weeks of bidding time period.

Kennon Calhoun Workshop
Professional Services Fees
City of Murfreesboro
Public Safety Training Campus

Professional Team Members	KCW	EE	EMC	SEC	TTL	MWL	Totals	% of fee	% of overall
Phase One									
	wks								
programming	3	\$ 15,000	\$ -	\$ -	\$ 13,500	\$ 7,500	\$ 36,000	27%	
schematic design	5	\$ 23,000	\$ 4,250	\$ 4,250	\$ 5,250	\$ 4,500	\$ 41,250	31%	
design development	7	\$ 34,000	\$ 6,375	\$ 6,375	\$ 7,875		\$ 54,625	41%	
SUB TOTAL PHASE ONE		\$72,000	\$10,625	\$10,625	\$26,625	\$7,500	\$131,875	100%	41%
Phase Two									
	wks								
contract documents	9	\$ 53,000	\$ 23,375	\$ 23,375	\$ 15,375		\$ 115,125	62%	
contract administration- field	26	\$ 12,000	\$ -	\$ -	\$ -		\$ 12,000	6%	
contract administration-	52	\$ 32,300	\$ 8,500	\$ 8,500	\$ 10,500		\$ 59,800	32%	
SUB TOTAL PHASE TWO		\$97,300	\$31,875	\$31,875	\$25,875	\$0	\$186,925	100%	59%
TOTAL LUMP SUM FIXED FEES		\$169,300	\$42,500	\$42,500	\$52,500	\$7,500	\$318,800		100%
	KCW	EE	EMC	SEC	TTL	MWL	team total		% of total fee
	26 CA trips	10 CA trips	4 CA trips	civil/la 13500 survey	geotechnical	20 hours			

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November 10, 2016

Members of City Council

RE: Recommended Appointment – Linebaugh Library Board

As an item for tonight's Council agenda, I am recommending the appointment of Jimmy L. Tyson to fill the vacancy left by Gary Green as reflected on the attached memo from Director Rita Shacklett.

Sincerely,

A handwritten signature in blue ink that reads "Shane McFarland". The signature is written in a cursive style.

Shane McFarland
Mayor

Rita Shacklett
Director

Board Officers

Christie Lee
Chair

Tim Bowling
Vice-Chair

Joyce Ealy
Treasurer

Suma Clark
Secretary

Board of Directors

Kathy Campbell
Daniel Lyn Graves II
Gary Green
Rollie Holden, Jr.
Dicken Kidwell
Marcie Leeman
Marcie Richmond
Madelyn Scales Harris
Ross Spielman
Lisa Trail

MEMORANDUM

TO: Mayor McFarland
FROM: Rita Shacklett *RS*
DATE: October 19, 2016
RE: Appointment to Library Board

At the regular meeting of Linebaugh Library Board of Directors, the members voted to recommend Jimmy L. Tyson to fill Gary Green's slot on the Board. The Library Board was unanimous in endorsing Mr. Tyson and we hope that you and Council will agree that he will be a valuable addition to the Library Board of Directors.

Thanks for your consideration.



... creating a better quality of life.

November 10, 2016

Members of City Council:

RE: Bike Share Opportunities

As an item for tonight's City Council agenda, I am recommending the establishment of a community panel/taskforce to study bike share opportunities.

Please review the following appointments before the next meeting.

Ricky Turner – Park Commission

Kent Syler – Greenway Committee

Brenda Waters or designee – Stones River National Battlefield

AJ Farley – Friends of the Greenway

Josh Stone – MTSU

Barbara Wolke – Rutherford County Chamber of Commerce

Scott Graby or designee – Fountains at Gateway

Angela Jackson or designee – Parks & Recreation Department

Jim Kerr or designee – Transportation Department

Sincerely,

Shane McFarland
Mayor

Administration Department