

MURFREESBORO CITY COUNCIL
AGENDA

November 17, 2016

7:00 p.m.

Council Chambers

PRAYER

MR. RICK LALANCE

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the Facilities Maintenance Superintendent: Approve Construction Contract with Romach, Inc. for Urban Environmental Department Renovations.
- B. Consider recommendations of the Fire & Rescue Chief: Approval to apply for Federal Grant under Operations & Safety Program.
- C. Consider recommendations of the Parks & Recreation Interim Director: Approval of Agreement with Hutchinson Farms for McDonald Property.
- D. Consider recommendations of the Assistant Planning Director: Mandatory Referral [2016-719] for abandonment of sanitary sewer easement along Marymont Springs Boulevard; Mr. Bob Parks, applicant.
- E. Consider recommendations of the Transportation Director:
 - a. Contract: 755307-S3-021 with TDOT for Preventive Maintenance Activities.
 - b. Contract: 755307-S3-022 with TDOT for Preventive Maintenance Activities.
- F. Consider recommendations of the Chief of Police: Purchase of Replacement Police Vehicles.
- G. Consider recommendations the Solid Waste Director: Award of Contract to Rehrig Pacific Company for Roll-Out Containers.

Second Readings

2. Consider for passage on second and final reading ORDINANCE 16-O-56 amending Murfreesboro City Code, Chapter 21-Offenses and Miscellaneous Provisions, creating Section 21-6, Unruly Gatherings.
3. Consider for passage on second and final 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

4. Pursuant to RESOLUTION 16-R-PH-49.1 adopted by the City Council on October 13, 2016, conduct a public hearing to consider (1) adoption of a Plan of Services for and annexation of approximately 236.8 acres and (2) zoning of approximately 227.7 acres located along South Rutherford Boulevard which have been proposed to be annexed to the City of Murfreesboro, Tennessee, [2016-515 & 2016-446]. Notice of said public hearing was published in the October 31, 2016 issue of a local newspaper.
 - A. Conduct a public hearing on Plan of Services for and annexation of approximately 236.8 acres located along South Rutherford Boulevard.
 - B. Consider for adoption RESOLUTION 16-R-PS-49 to adopt a Plan of Services for approximately 236.8 acres along South Rutherford Boulevard; Thomas Hoover, Elizabeth Clark, Etal, applicants [2016-515].
 - C. Consider for adoption RESOLUTION 16-R-A-49 to annex approximately 236.8 acres along South Rutherford Boulevard, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee; Thomas Hoover, Elizabeth Clark, Etal, applicants [2016-515].
 - D. Conduct a public hearing to consider zoning approximately 227.7 acres located along South Rutherford Boulevard as Highway Commercial (CH) District, simultaneous with annexation; FedEx Ground, applicant [2016-446].
 - E. Consider for passage on first reading ORDINANCE 16-OZ-49 to zone an area along South Rutherford Boulevard as Highway Commercial (CH) District, simultaneous with annexation [2016-446].

MURFREESBORO CITY COUNCIL
A G E N D A

November 17, 2016

(Continued)

5. A. Pursuant to RESOLUTION 16-R-PH-54 adopted by the City Council on October 13, 2016, conduct a public hearing to consider rezoning approximately 8 acres located along South Rutherford Boulevard from Single-Family Residential Ten (RS-10) District to Residential Zero Lot-Line (RZ) District; Swanson Development, applicant [2016-451]. Notice of said public hearing was published in the October 31, 2016 issue of a local newspaper.
B. Consider for passage on first reading ORDINANCE 16-OZ-54 to rezone an area located along South Rutherford Boulevard to Residential Zero Lot-Line (RZ) District [2016-451].
6. A. Pursuant to RESOLUTION 16-R-PH-50 adopted by the City Council on October 13, 2016, conduct a public hearing to consider rezoning approximately 6.6 acres located along Salem Creek Drive from General Office (OG) District to Panned Residential Development (PRD) District (Ashton at Salem Creek); David Alcorn, applicant [2016-452]. Notice of said public hearing was published in the October 31, 2016 issue of a local newspaper.
B. Consider for passage on first reading ORDINANCE 16-OZ-50 to rezone an area located along Salem Creek Drive to Planned Residential Development (PRD) District (Ashton at Salem Creek) [2016-452].
7. A. Pursuant to RESOLUTION 16-R-PH-52 adopted by the City Council on October 13, 2016, conduct a public hearing to consider rezoning approximately 0.72 acres at 720 Old Salem Road from Residential Multi-Family Twelve (RM-12) District to Highway Commercial (CH) District; John Rudd, applicant [2016-443]. Notice of said public hearing was published in the October 31, 2016 issue of a local newspaper.
B. Consider for passage on first reading ORDINANCE 16-OZ-52 to rezone an area at 720 Old Salem Road to Highway Commercial (CH) District [2016-443].
8. A. Pursuant to RESOLUTION 16-R-PH-48 adopted by the City Council on September 22, 2016, conduct a public hearing to consider amending Murfreesboro City Code, Chapter 25.25 – Signs, Sections 25.25-2, 25.25-24 and 25.25-26, dealing with certain definitions, prohibited signs, signs placed in easements, height of attached signs in the Central Business (CBD) District, and interstate on-site signs [2016-803]; Planning Staff, applicant. Notice of said public hearing was published in the October 31, 2016 issue of a local newspaper.
B. Consider for passage on first reading ORDINANCE 16-O-48 to amend Chapter 25.25- Signs, Sections 25.25-2, 25.25-24 and 25.25-26, dealing with certain definitions, prohibited signs, signs placed in easements, height of attached signs in the Central Business (CBD) District, and interstate on-site signs [2016-803].
9. Consider recommendations of the Principal Planner: Schedule public hearings to consider zoning along Florence Road (L-1); Zoning along Wilkinson Pike & Greshampark Drive (MU) and to remove Wilkinson Pike buffer on these properties; Annexation Plan of Services & Annexation Petition for Asbury Road & Asbury Lane; Zoning along Asbury Road & Asbury Lane (PRD) (Kingsbury Development), simultaneous with annexation; Zoning along Old Fort Parkway (PUD) (Old Fort Plaza PUD); Annexation Plan of Services & Annexation Petition along Osborne Lane; Zoning along Osborne Lane (RS-12) (RS-10), simultaneous with annexation; and amendments to Zoning Ordinance regarding seasonal fireworks sales, temporary mobile recycling centers and temporary vendors.
10. Consider recommendations of the Human Resources Director: Public Safety & Unified Pay Plan Market Analysis Study.
11. Consider recommendations of the Fire & Rescue Chief: Approval of Interlocal Cooperation Agreement with Rutherford County.
12. Hear from Purchasing Department Director on department update.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn



... creating a better quality of life.

Oct 18, 2016

Honorable Mayor and Members of City Council:

Consent Agenda

Re: Construction Contract Approval between Romach Inc and the City of Murfreesboro for Urban Environmental Department Renovations.

It is recommended that the City Council approve the attached Construction Contract between Romach Inc. and the City of Murfreesboro for the Urban Environmental Department Renovations.

Background

On October 11, 2016, staff received sealed bids for the Urban Environmental Department Renovations project. The low Base Bid of \$79,400.00, submitted by Romach Inc., was reviewed by Johnson & Bailey Architects and found to be in conformance with the bidding documents. See Johnson & Bailey's Architects Award Recommendation and Bid Tabulation attached

Scope of Work

New work includes the construction of three (3) additional air conditioned offices within the existing open bay storage area. A platform (storage area) will be constructed above the new offices with a code compliant guardrail system.

Construction Management

Johnson & Bailey Architects to perform project design and management services for a time and materials based not-to-exceed amount of \$10,970.00

Fiscal Impact

"Funding for this project, in the amount of \$50,000, was included in the FY17 budget for Urban Environment. Additionally, \$45,000 has been approved by the City Manager to be moved from Unforeseen Contingencies through a budget amendment, notice of which will be provided on the Consent Agenda per City policy. "

Recommendation

Johnson & Bailey Architects and staff recommend approval of the attached Construction Contract between the Romach Inc. and the City of Murfreesboro in the amount of \$79,400.00. Construction Contract has been approved by both the Legal and Purchasing Departments.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Dennis", with a long horizontal flourish extending to the right.

Ron Dennis
Facilities Maintenance Superintendent

Johnson + Bailey Architects P.C.



October 11, 2016

Mr. Ron Dennis
Facilities Maintenance Superintendent
City of Murfreesboro
620 West Main Street
Murfreesboro, TN. 37130

Re: Renovations to
Urban Environmental Office Building
Murfreesboro, Tennessee
J+B No. 1606

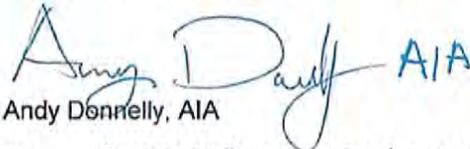
Dear Mr. Dennis:

A Bid Opening for the referenced project was conducted at 2:00 P.M. on this date, at Murfreesboro City Hall, Council Chambers. For a list of persons present, see attached Bid Opening - Attendance Record dated October 11, 2016. Also enclosed is a Bid Tabulation dated October 11, 2016.

Three (3) General Contractors obtained bidding documents, and three (3) submitted bids. A low Base Bid of \$79,400.00 was submitted by Romach Inc. This bidder is the apparent low bidder under the Base Bid condition. We have reviewed Romach's bid submittal documents and find them in conformance with the bidding requirements. Based on the above, we recommend acceptance of the low Base Bid from Romach Inc. for a total construction cost of \$79,400.00.

Sincerely,

JOHNSON + BAILEY ARCHITECTS P.C.

A handwritten signature in blue ink that reads 'Andy Donnelly' followed by 'AIA' in a separate, bold, blue font.

cc: Cynthia Holloway (w/enclosures)
Kane Adams (w/enclosures)

encl: Bid Opening - Attendance Record dated 10-11-16
Bid Tabulation Sheet dated 10-11-16

BID OPENING - ATTENDANCE RECORD

Re: RENOVATIONS TO
 URBAN ENVIRONMENTAL BUILDING
 CITY OF MURFREESBORO
 MURFREESBORO, TN
 J+B No. 1606

Date: Tuesday, October 11, 2016 at 2:00 P.M. Local Time

REPRESENTATIVE	COMPANY
Lee Day	Romach Inc. Phone: 615-794-8228 Fax:
DARY TATNER	Tatner Const. Phone: 615-934-2942 Fax: 615-472-7914
SHAUN POORE	CITY OF MURFREESBORO Phone: 731-255-0549 Fax:
ANDY DONNELLY	JOHNSON + BAILEY ARCHITECTS Phone: 615-890-4360 Fax:
RON DENNIS	CITY OF MURFREESBORO Phone: Fax: 615-642-1195
	Phone: Fax:

RENOVATIONS TO
URBAN ENVIRONMENTAL BUILDING
 MURFREESBORO, TN
 Thursday, October 11, 2016 at 2:00 PM
 J+B No. 1606

BIDDERS	BB	PA	CC	DA	BASE BID	COMMENTS
Pride Concrete, LLC P.O. Box 402, 88 Old Highway 149 Erin, TN 37061 (931) 289-5158	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$103,900.00	
Romach, Inc. P.O. Box 472 Franklin, TN 37065 (615) 794-8228	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$79,400.00	
Taheri Construction, LLC 3015 Coral Bell Lane Franklin, TN 37067-8659 (615) 934-2942	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$94,050.00	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

RECEIVED BY: APD
 WITNESS: _____

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventh (7th) day of November in the year Two Thousand Sixteen (2016)
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Contractor:
(Name, legal status, address and other information)

Romach, Inc.
P.O. Box 472
Franklin, Tennessee 37065

for the following Project:
(Name, location and detailed description)

Renovations to Urban Environmental Building - Rebid
City of Murfreesboro
Murfreesboro, Tennessee

The Architect:
(Name, legal status, address and other information)

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Date of Commencement shall be established in a written Notice to Proceed with construction issued by the Architect on behalf of the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

None

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Twenty Eight (28) calendar days from the date of commencement.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work
Entire Contract

Substantial Completion Date
N/A

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Contractor and the Contractor's Surety shall be liable for and shall pay the Owner the sum of Two Hundred Dollars (\$200.00), as fixed and agreed upon liquidated damages for each calendar day of delay in excess of the Contract Completion Date, established herein, until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy Nine Thousand Four Hundred Dollars and No Cents (\$ 79,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A	N/A	N/A

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Contingency Allowance	Two Thousand Dollars (\$2,000.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty Five (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

init.

Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, retainage shall be withheld in the amount of Two percent (2%) from the total and completed work, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Three % Per Annum

§ 8.3 The Owner's representative:
(Name, address and other information)

Ron Dennis
Facilities Maintenance Superintendent
City of Murfreesboro
Murfreesboro, Tennessee
Telephone: (615) 642-1195

§ 8.4 The Contractor's representative:
(Name, address and other information)

Nathan Morgan, Project Manager
Romach, Inc.
P.O. Box 472
Franklin, Tennessee 37065

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User Notes:

(1917401156)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification Section 00 73 00	SUPPLEMENT TO GENERAL CONDITIONS	September 12, 2016	Fourteen (14)

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Per attached Specification Section 01 01 10 Table of Contents, Pages 1 and 2, dated September 12, 2016.

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Per attached Specification Section 00 01 15, DRAWING INDEX, Page 1, dated September 12, 2016

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Section 00 11 16	September 12, 2016	Invitation to Bidders	2
Section 00 21 13	September 12, 2016	Instructions to Bidders	6
Section 00 22 13	September 12, 2016	Supplementary Instructions to Bidders	2
Section 00 41 13	September 12, 2016	Bid Form	5

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Insurance	Per Specification Section 00 73 00-SUPPLEMENT TO GENERAL CONDITIONS
Performance Bond	100% of Contract Sum
Labor and Material Payment Bond	100% of Contract Sum

This Agreement entered into as of the day and year first written above.

CITY OF MURFREESBORO
111 West Vine Street
Murfreesboro, Tennessee 37129

ROMACH, INC.
P.O. Box 472
Franklin, Tennessee 37065

OWNER *(Signature)*

Rob Lyons, City Manager

Date:

(Printed name and title)

CONTRACTOR *(Signature)*

Nathan Morgan, Project Manager

Date:

(Printed name and title)

APPROVED AS TO FORM:

OWNER *(Signature)*

Craig Tindall, City Attorney

Date:

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:06:56 on 11/01/2016.

PAGE 1

AGREEMENT made as of the Seventh (7th) day of November in the year Two Thousand Sixteen (2016)

...

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Romach, Inc.
P.O. Box 472
Franklin, Tennessee 37065

...

Renovations to Urban Environmental Building - Rebid
City of Murfreesboro
Murfreesboro, Tennessee

...

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

PAGE 2

Date of Commencement shall be established in a written Notice to Proceed with construction issued by the Architect on behalf of the Owner.

...

None

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Twenty Eight (28) calendar days from the date of ~~commencement~~, or as follows: commencement.

PAGE 3

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User Notes:

(1917401156)

Entire Contract

N/A

...

The Contractor and the Contractor's Surety shall be liable for and shall pay the Owner the sum of Two Hundred Dollars (\$200.00), as fixed and agreed upon liquidated damages for each calendar day of delay in excess of the Contract Completion Date, established herein, until the work is substantially complete as defined in AIA Document A201, Subparagraph 9.8.1.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy Nine Thousand Four Hundred Dollars and No Cents (\$ 79,400.00), subject to additions and deductions as provided in the Contract Documents.

...

None

...

N/A

N/A

N/A

...

Contingency Allowance

Two Thousand Dollars

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty Five (25) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);

..

- .1 Add, upon Substantial Completion of the Work, ~~a sum sufficient to increase the total payments to the full amount of the Contract Sum, retainage shall be withheld in the amount of two percent (2%) from the total and completed work,~~ less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

...

None

PAGE 5

Litigation in a court of competent jurisdiction

...

Three % Per Annum

...

Ron Dennis
Facilities Maintenance Superintendent
City of Murfreesboro
Murfreesboro, Tennessee
Telephone: (615) 642-1195

...

Nathan Morgan, Project Manager
Romach, Inc.
P.O. Box 472
Franklin, Tennessee 37065

PAGE 6

Specification Section 00 73 00 SUPPLEMENT TO GENERAL CONDITIONS September 12, 2016 Fourteen (14)

...

Per attached Specification Section 01 01 10 Table of Contents, Pages 1 and 2, dated September 12, 2016.

Section	Title	Date	Pages
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...

Per attached Specification Section 00 01 15, DRAWING INDEX, Page 1, dated September 12, 2016

Number	Title	Date
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...

<u>Section 00 11 16</u>	<u>September 12, 2016</u>	<u>Invitation to Bidders</u>	<u>2</u>
<u>Section 00 21 13</u>	<u>September 12, 2016</u>	<u>Instructions to Bidders</u>	<u>6</u>
<u>Section 00 22 13</u>	<u>September 12, 2016</u>	<u>Supplementary Instructions to Bidders</u>	<u>2</u>
<u>Section 00 41 13</u>	<u>September 12, 2016</u>	<u>Bid Form</u>	<u>5</u>

PAGE 7

Insurance

Per Specification Section 00 7300-SUPPLEMENT TO

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User Notes:

(1917401156)

Performance Bond
Labor and Material Payment Bond

GENERAL CONDITIONS
100% of Contract Sum
100% of Contract Sum

...

CITY OF MURFREESBORO
111 West Vine Street
Murfreesboro, Tennessee 37129

ROMACH, INC.
P.O. Box 472
Franklin, Tennessee 37065

...

Rob Lyons, City Manager
Date:

Nathan Morgan, Project Manager
Date:

...

APPROVED AS TO FORM:

OWNER (Signature)

Craig Tindall, City Attorney

Date:

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, James Richard Pettit, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:06:56 on 11/01/2016 under Order No. 2527718475_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

 **AIA** Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 01

TO: Rob Lyons
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

(Owner or Owner's Representative)

In accordance with the Agreement dated: June 1, 2016

BETWEEN the Owner:
(Name and address)
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Architect:
(Name and address)
Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

for the Project:
(Name and address)
Renovations to Urban Environmental Office Building
Murfreesboro, Tennessee
J+B No. 1606

Authorization is requested
 to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

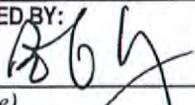
As follows:
The project fee is re-negotiated based on the increased construction cost. Additional services of \$1,800.00 are also included for bid phase services to bid the project for a second time.

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
Total compensation to be increased to \$10,970.00 on an hourly, not to exceed basis.

Time:
No change to original professional services schedule.

SUBMITTED BY:



(Signature)

City of Murfreesboro
Rob Lyons, City Manager

(Printed name and title)

11.1.16

(Date)

AGREED TO:



(Signature)

Johnson + Bailey Architects P.C.
James Richard Pettit, Vice President

(Printed name and title)

October 31, 2016

(Date)

Fully Executed



Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the First (1st) day of June in the year Two Thousand Sixteen (2016)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

and the Architect:

(Name, legal status, address and other information)

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

for the following Project:

(Name, location and detailed description)

Renovations to Urban Environmental Office Building
Murfreesboro, Tennessee
J-B No. 1606

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Mechanical Engineering and Electrical Engineering Services

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the competitive bidding phase, the Architect will answer Requests for Information submitted by bidders on a timely basis, will review product substitution requests submitted on a timely basis, and will prepare Addenda to be issued by the Owner.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project. The Owner will administer competitive bidding. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Based on an hourly rate, not to exceed \$5,990.00.

← SEE AMENDMENT
AZA DOCUMENT 6802-2007

The Owner shall pay the Architect an initial payment of zero (\$0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of three percent (3%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

7.1 Insurance

7.1.1 Architect shall secure and keep in force during the term of the Agreement, from insurance companies authorized to do business in the State of Tennessee the following insurance coverages:

Commercial General Liability with minimum limits of liability of \$1,000,000.00 per occurrence, \$1,000,000.00 general aggregate and \$1,000,000.00 aggregate products and completed operations. The aggregate limit shall apply separately to occurrences at the location project to which the contract relates.

Automobile Liability, with minimum limits of liability of \$300,000.00 per person and \$300,000.00 per occurrence; and

Workers' Compensation Insurance in compliance with state law.

Professional Liability Insurance covering liability for negligent acts, errors or omissions in providing or failing to provide professional services, with a minimum coverage limit of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate, with a deductible not in excess of \$25,000.00 and such coverage shall be in force during the terms of this Agreement and for a period of at least twelve months thereafter. If such insurance is written on a claims-made basis, it shall have a retroactive date not later than the date of this Agreement and shall include a supplemental extended reporting period provision.

7.1.2 Architect shall furnish the Owner with certificates of insurance as evidence these policies are in effect.

Init.

7.2 Indemnification Architect agrees to indemnify, defend, and hold harmless the Owner and its officers and employees, from claims including costs, expenses and attorneys' fees, to the extent caused by Architect's negligent acts or omissions in performing work under this Agreement, except for claims arising out of the negligence or willful acts of the Owner. Architect's obligation to indemnify, defend, or hold harmless the Owner shall not be limited to the amount of insurance actually secured under this Agreement, including any insurance above the minimum required, but shall without waiving any statutory limitation imposed upon any claims, extend to the full amount on any claims, loss or damage incurred or awarded, including costs, expenses and attorney fees.

7.3 Independent Entity Architect is an independent entity under this Contract and is not an employee of the Owner for any purpose. Architect retains sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under the Contract, except to the extent specified in the Contract.

7.4 Integration This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

7.5 Amendments This Agreement may not be amended except by a written instruction signed by the Architect and the Owner's duly authorized representative.

This Agreement entered into as of the day and year first written above.

OWNER

City of Murfreesboro



(Signature)

Robert J. Lyons, City Manager

Date:

(Printed name and title)

ARCHITECT

Johnson + Bailey Architects P.C.



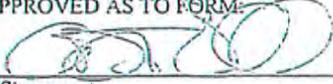
(Signature)

James Richard Pettit, Vice-President

Date: June 1, 2016

(Printed name and title)

APPROVED AS TO FORM:



(Signature)

Craig Tindall, City Attorney

Date:

6.7.16

(Printed name and title)

Additions and Deletions Report for AIA[®] Document B105[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:19:17 on 06/01/2016.

PAGE 1

AGREEMENT made as of the First (1st) day of June in the year Two Thousand Sixteen (2016)

...

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

...

Johnson + Bailey Architects P.C.
100 East Vine Street
City Center, Suite 700
Murfreesboro, Tennessee 37130

...

Renovations to Urban Environmental Office Building
Murfreesboro, Tennessee
J+B No. 1606

PAGE 2

Mechanical Engineering and Electrical Engineering Services

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

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information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. ~~Project. The Owner will administer competitive bidding.~~ The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

PAGE 3

Based on an hourly rate, not to exceed \$5,990.00.

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PAGE 4

OWNER

City of Murfreesboro

...

Robert J. Lyons, City Manager

Date:

...

APPROVED AS TO FORM:

(Signature)

Craig Findall, City Attorney

Date:

(Printed name and title)

ARCHITECT

Johnson + Bailey Architects P.C.

James Richard Pettit, Vice-President

Date: June 1, 2016

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, James Richard Pettit, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:19:17 on 06/01/2016 under Order No. 8193487275_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

VICE PRESIDENT

(Title)

JUNE 1, 2016

(Dated)



... creating a better quality of life

November 17, 2016

CONSENT AGENDA

Honorable Mayor and Members of City Council:

RE: Approval to Apply for Federal Grant

As an item for the agenda, it is recommended that City Council grant permission for the Murfreesboro Fire & Rescue Department (MFRD) to apply for a federal grant.

Background

The Department of Homeland Security Federal Emergency Management Agency's Assistance to Firefighters Grant applications are being accepted through November 18, 2016. MFRD will apply for a grant under the Operations and Safety program area.

MFRD will apply for funding for exhaust removal systems for each fire station at an estimated cost of \$412,600. These systems will provide source capture and the removal of vehicle exhaust emissions from apparatus' start up to door threshold.

MFRD will also apply for communications wireless headsets at an estimated cost of \$195,000. These headsets will enhance communications on emergency responses and provide hearing protection while benefiting daily operations.

Fiscal Impact

The grant is 90% federally funded with a 10% match required. Total cost for the exhaust removal systems and headsets will be approximately \$607,600 with the City's portion being approximately \$60,760. The 10% match will be funded from MFRD's budget.

Recommendation

It is recommended that City Council allow MFRD to apply for the Assistance to Firefighters grant.

Sincerely,

Mark Foulks
Fire & Rescue Chief

C: Melissa Wright, City Recorder



... creating a better quality of life

November 17, 2016

Honorable Mayor and Members of City Council:

RE: Recommendation for Approval from Parks and Recreation Director for Agreement with Hutchinson Farms for McDonald Property

As items for the **Consent Agenda**, it is recommended that the City of Murfreesboro enter into an agreement with Hutchinson Farms for continued use of McDonald property for farming until such time that park construction and development begins.

Background

With the recent purchase of the McDonald property, the City of Murfreesboro has engaged professional services with Kimley-Horn and Associates for the development of a park in the western part of Murfreesboro, and initial master planning is underway. Before the property was purchased, Will Hutchinson of Hutchinson Farms leased the property from the previous owners for the purpose of farming, specifically corn, soybeans, wheat, cotton, and hay. The City of Murfreesboro may form an assumption agreement of that lease in order to allow Hutchinson Farms to continue raising crops on the property until such time that park construction begins. Hutchinson Farms will provide a Certificate of Insurance of up to \$5 million, with the City of Murfreesboro listed as an additional insured.

Fiscal Impact

The lease agreement between Larry McDonald and Gayle Smith, Lessors, and Hutchinson Farms, Lessees was based on 112.79 acres at \$90.00 per acre per year. The assumptive agreement will continue at these rates.

Concurrences

City Administration and MPRD staff approve the development of said lease agreement.

Recommendation

It is recommended that the Murfreesboro City Council approve the City's assumption of the existing agreement and necessary documentation as prepared by the Legal Department.

Attachment

Assumption Agreement

Respectfully,

Angela Jackson, CPRP
MPRD Interim Director

Assumption Agreement

THIS ASSUMPTION AGREEMENT, effective as of July 26, 2016, is made by and between the City of Murfreesboro (the "City"), and Hutchinson Farms ("Lessee").

- A. Lessee entered into a Lease Agreement, which was signed March 20, 2015 (the "Lease," attached hereto as Exhibit A), with Larry McDonald and Gayle Smith, the former owners of the 112.79 acres described in the Lease, and the City purchased those acres on or about July 26, 2016
- C. The City and Lessee desire to continue the Lease under the same terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Except as set forth in Section 12 of the Lease, which the parties hereby agree to delete in its entirety from the Lease, the City hereby assumes the Lease and Lessee hereby accepts such assumption such that the City will perform upon the Lease as the Lessor and Lessee will continue solely and directly to the benefit of the City all Lessee's duties and obligations as set forth in the Lease.
- 2. The terms of the Lease, including, but not limited to, the representations, warranties, covenants, agreements and indemnities are incorporated herein by this reference, and in the event of any conflict or inconsistency between the terms of the Lease and the terms hereof, the terms of the Lease govern.
- 3. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.
- 4. Each of the parties hereto agree to execute and deliver, at the reasonable request of the other party hereto, any additional documents, instruments, conveyances and assurances and take such further actions as the other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

City of Murfreesboro

By: Shane McFarland
Its: Mayor

Approved as to form:

Craig D. Tindall, City Attorney

Hutchinson Farms

Glen Hutchinson

EXHIBIT A

Lease Agreement

LEASE AGREEMENT
2015

This lease agreement made and entered into by and between Larry McDonald and Gayle Smith, hereinafter called LESSOR, and Hutchinson Farms, hereinafter called LESSEE.

WITNESSETH:

That for and in consideration of the rents herein agreed to pay and accepted and in further consideration of the mutual covenants, promises and agreements contained herein, the parties hereto covenant and agree as follows:

1. The following acreage off Beasley Road and 8-40 in Rutherford County shall be leased:

Field numbers and acreage according to F.S.A. maps-

Field #1	20.58 acres
Field #3	20.04 acres
Field #11	29.28 acres
Field #14	8.78 acres
Field #15	34.11 acres

112.79 acres @ 90.00 per acre

2. The lease term is for a period of five years to begin 20 March, 2015 and end 31 December 2018. This lease may be terminated by the Lessee at any time by giving at least thirty (30) days notice before the end of each year thereof in writing to Lessor.
3. Lessee agrees to pay to the Lessor as rent the sum of \$10,151.10 for the year, due on 1 June of each lease year. Gayle Smith will receive \$5,075.55 and Larry McDonald will receive \$5,075.55.
4. As this acreage is developed, the number of rentable acres will decrease accordingly.
5. Lessee agrees to use this acreage only for farming and not sublease to any other party.
6. Lessee agrees to maintain this land in a high state of fertility, and to use chemicals for weed control, as required by Environmental Protection Laws
7. The crops grown, which will consist of corn, soybeans, wheat, cotton and hay will produce at least \$1500.00 of crops per year as to satisfy greenbelt requirements.
8. Lessee agrees to provide coverage under an umbrella policy on his farm owners insurance policy.

9. Lessee is entitled to the F.S.A. payments for the term of this lease, if there are any
10. The Lessee has the right to remove all crops he has grown on this farm each lease year. Should property be sold for development puposes before the crop is removed, the buyer must pay for the crop lost on affected acres.
11. The lessee agrees to take good care of the premises and suffer no waste or injury to the said property and shall leave it in as good state and condition as at the commencement of the term of this lease.
12. The Lessor has the right to terminate this lease only if this land is sold for development purposes.
13. At the end of the contract period, if both parties agree to extend the lease, a new contract will be written.
14. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of lessor and lessee and their respective heirs, distributes, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

Larry McDonald

Lessor
Larry McDonald

3-20-15
Date

Glen Hutchinson

Lessee
Glen Hutchinson
Hutchinson Farms

3-20-15
Date



. . . creating a better quality of life.

Consent Agenda

November 7, 2016

Honorable Mayor and Members of City Council

Re: Planning Commission Recommendation

Mandatory Referral [2016-719] for the abandonment of a sanitary sewer easement along Marymont Springs Boulevard, Mr. Bob Parks applicant.

Background

The City Council is being asked to consider approving the abandonment of an existing sanitary sewer easement on Lot 201 of the Marymont Springs Subdivision. An exhibit showing the easement in question is attached. There is no sanitary sewer infrastructure currently located in the easement. In addition, according to the Murfreesboro Water and Sewer Department, there is no longer any need for this easement.

Recommendation

The Murfreesboro Planning Commission recommends that the City Council approve this mandatory referral request in order to authorize the Mayor to sign the appropriate legal instruments to quitclaim the City's interest in the easement.

Concurrences

The Murfreesboro Water and Sewer Board approved this abandonment request at its October 25, 2016 regular meeting. In addition, the Planning Commission approved it at its November 2, 2016 regular meeting.

Fiscal Impact

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

Attachments

1. Staff Comments from the November 2, 2016 Planning Commission meeting
2. Letter from developer's representative
3. Exhibits and legal descriptions
4. Staff comments and exhibit from October 25, 2016 Murfreesboro Water and Sewer Board meeting

Respectfully Submitted,

Matthew T. Blomeley, AICP
Assistant Planning Director

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 2, 2016**

**Mandatory Referral [2016-719] for the abandonment of a sanitary sewer easement
along Marymont Springs Boulevard, Mr. Bob Parks applicant.**

The Planning Commission is being asked to consider approving the abandonment of an existing sanitary sewer easement on Lot 201 of the Marymont Springs Subdivision. A map showing the easement in question is attached. There is no sanitary sewer infrastructure currently located in the easement. In addition, according to the Murfreesboro Water and Sewer Department, there is no longer any need for this easement. The Murfreesboro Water and Sewer Board approved this abandonment request at its October 25th meeting. If approved by the Planning Commission, staff will forward the Planning Commission’s recommendation to the City Council for its consideration.



October 18, 2016

RECEIVED
OCT 27 2016

Mr. Gary Whitaker
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

BY:

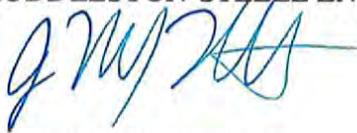
Re: Lot 201, Marymont Springs, Section II

Dear Mr. Whitaker:

At the request of our client, Mr. Bob Parks, we hereby make a request to abandon a 15' Sanitary Sewer Easement (Plat Book 36, Page 116) with a mandatory referral by Planning Commission. We are also submitting these documents to Valerie Smith at the Murfreesboro Water and Sewer Department for the Department Board's approval as well. The description and an exhibit are attached.

Sincerely,

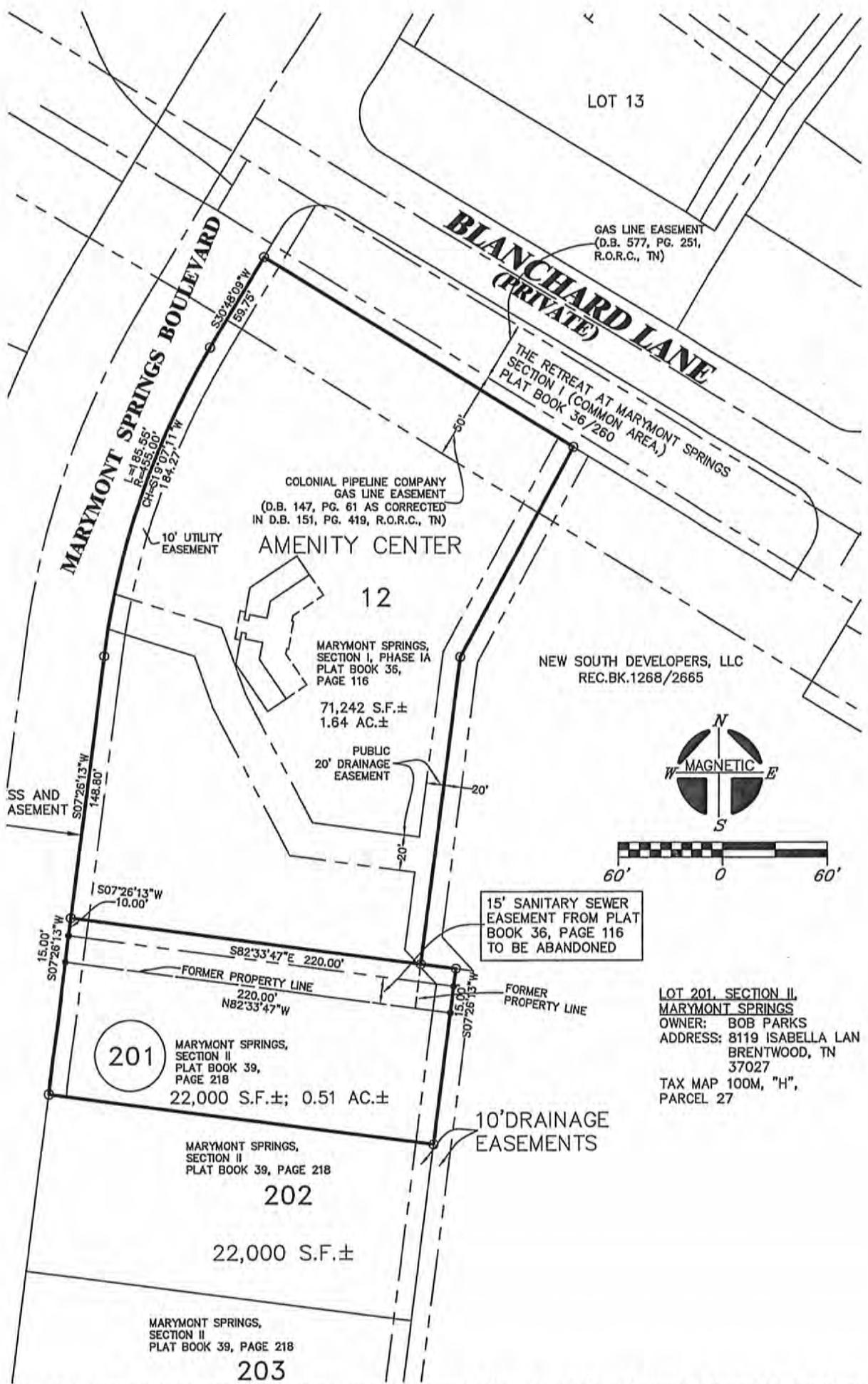
HUDDLESTON-STEELE ENGINEERING, INC.



Joe Manly Thweatt, P.E.

Enclosures

Cc: Valerie Smith, MWSD



LOT 13

GAS LINE EASEMENT
(D.B. 577, PG. 251,
R.O.R.C., TN)

**BLANCHARD LANE
(PRIVATE)**

THE RETREAT AT MARYMONT SPRINGS
SECTION I (COMMON AREA)
PLAT BOOK 36/260

MARYMONT SPRINGS BOULEVARD

COLONIAL PIPELINE COMPANY
GAS LINE EASEMENT
(D.B. 147, PG. 61 AS CORRECTED
IN D.B. 151, PG. 419, R.O.R.C., TN)

AMENITY CENTER

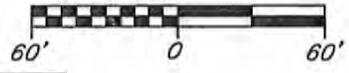
12

MARYMONT SPRINGS,
SECTION I, PHASE IA
PLAT BOOK 36,
PAGE 116

71,242 S.F.±
1.64 AC.±

PUBLIC
20' DRAINAGE
EASEMENT

NEW SOUTH DEVELOPERS, LLC
REC.BK.1268/2665



SS AND
ASEMENT

15' SANITARY SEWER
EASEMENT FROM PLAT
BOOK 36, PAGE 116
TO BE ABANDONED

15.00' S07°26'13"W
148.80' S07°26'13"W
10.00' S07°26'13"W
S82°33'47"E 220.00'
FORMER PROPERTY LINE
220.00'
N82°33'47"W

FORMER
PROPERTY LINE

201

MARYMONT SPRINGS,
SECTION II
PLAT BOOK 39,
PAGE 218
22,000 S.F.±; 0.51 AC.±

10'DRAINAGE
EASEMENTS

MARYMONT SPRINGS,
SECTION II
PLAT BOOK 39, PAGE 218
202

22,000 S.F.±

MARYMONT SPRINGS,
SECTION II
PLAT BOOK 39, PAGE 218
203

LOT 201, SECTION II,
MARYMONT SPRINGS
OWNER: BOB PARKS
ADDRESS: 8119 ISABELLA LAN
BRENTWOOD, TN
37027
TAX MAP 100M, "H",
PARCEL 27

Property Description
Lot 201, Marymont Springs, Section II
Tax Map 100M, Group N, Parcel 27
Plat Book 39, Page 218
Plat Book 36, Page 116

Sanitary Sewer Easement to be Abandoned

Located in the 12th Civil District of Rutherford County, Tennessee. Bound on the south Lot 202, Marymont Springs, Section II (Plat Book 39, Page 218); on the west by Marymont Springs Boulevard; on the north by Lot 12, Marymont Springs, Section I, Phase IA (Plat Book 36, Page 116); and on the east by New South Developers, LLC (Record Book 1268, Page 2665).

Commencing at an iron pin in the east right-of-way of Marymont Springs Boulevard, said pin being the northernmost corner of Lot 12, Marymont Springs, Section I, Phase IA;

Thence with said east right-of-way, S30°48'09"W, 59.75 feet to an iron pin;

Thence with a curve to the left having a radius of 455.00 feet, an arc length of 185.55 feet, and a chord bearing and distance of S19°07'11"W, 184.27 feet to an iron pin;

Thence S07°26'13"W, 148.80 feet to an iron pin;

Thence S07°26'13"W, 10.00 feet to the Point of Beginning, being the northwest corner of this easement;

Thence leaving the east right-of-way of Marymont Springs Boulevard, S82°33'47"E, 220.00 feet to a point, being the northeast corner of this easement;

Thence with the west line of New South Developers, LLC, S07°26'13"W, 15.00 feet to a point, being the southeast corner of this easement;

Thence N82°33'47"W, 220.00 feet to a point in the east right-of-way of Marymont Springs Boulevard, being the southwest corner of this easement;

Thence with said east right-of-way, N07°26'13"E, 15.00 feet to the Point of Beginning, being 3300 square feet or 0.08 acre, more or less.

This easement is subject to all other easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 NW Broad Street
Murfreesboro, TN 37129



... creating a better quality of life

MEMORANDUM

DATE: October 19, 2016
TO: Water and Sewer Board
FROM: Valerie H. Smith
SUBJECT: Sewer Easement Abandonment
Marymont Springs Subdivision

Background

This easement abandonment request is from Bill Huddleston, the project Engineer with Huddleston Steele Engineering, Inc. on behalf of the Developer, Bob Parks. They are requesting the abandonment of an existing fifteen (15) foot sewer easement. The existing easement was for a future sewer main extension to serve a remaining area of the subdivision and it would have been combined with an additional fifteen (15) foot easement. However, the sewer master plan has been re-designed and the remaining area will be served through future roadways. Therefore, this easement is no longer necessary.

Recommendation

Staff recommends that the Board recommend to the Planning Commission and City Council approval of abandoning this existing sewer easement.

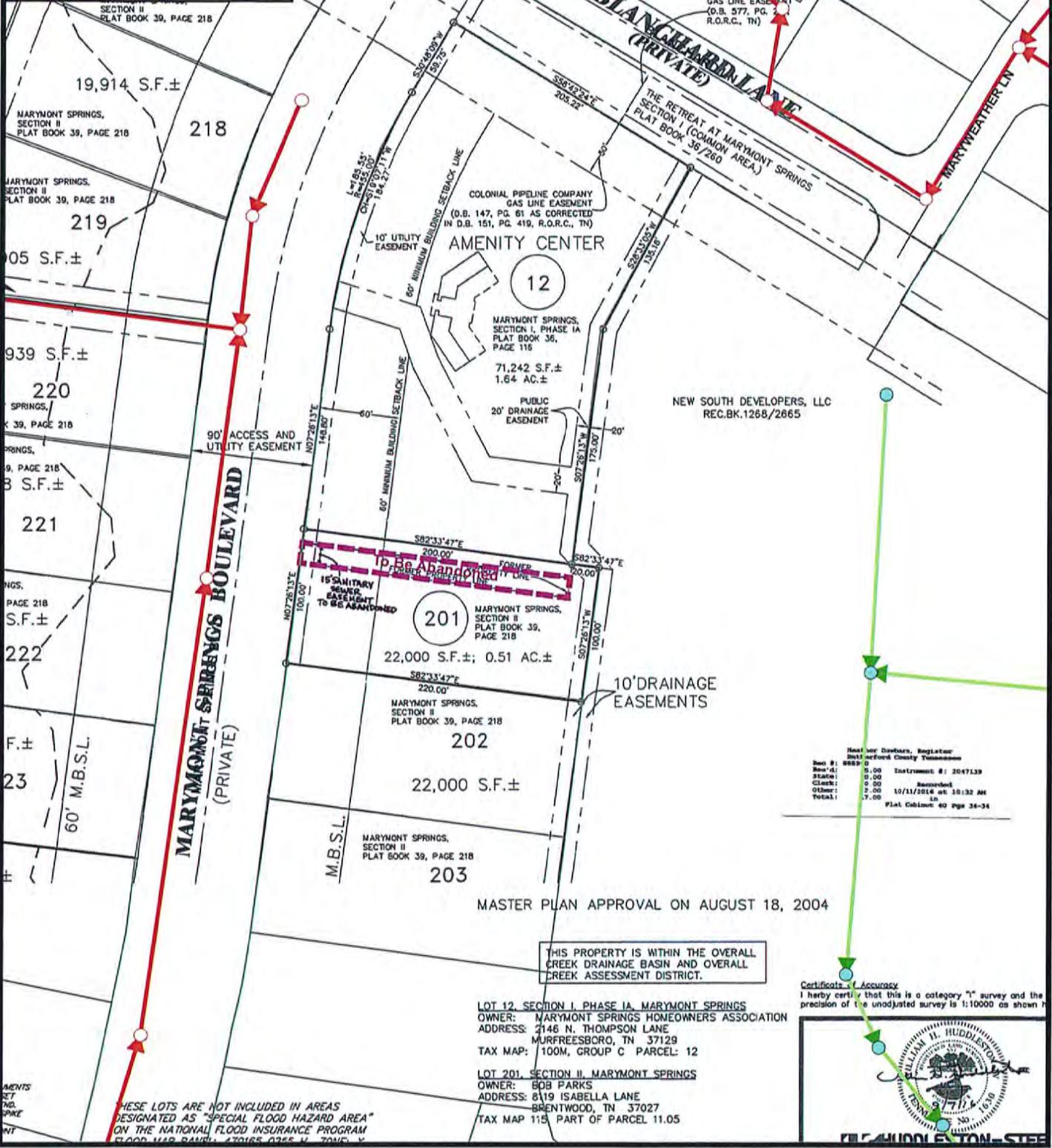
Fiscal Impact

Not applicable. The existing easement was dedicated to the Department by plat.

Attachments

Easement Abandonment Exhibit
Huddleston Steele Engineering Request for Abandonment

-  15' Sewer Easement (To Be Abandoned)
-  Existing Manhole
-  Existing Gravity Sewer
-  Proposed Manhole
-  Proposed Gravity Sewer



Register
 DeWitt County Tennessee
 Book #:
 Page #:
 Date:
 Clerk:
 Other:
 Total:

MASTER PLAN APPROVAL ON AUGUST 18, 2004

THIS PROPERTY IS WITHIN THE OVERALL CREEK DRAINAGE BASIN AND OVERALL CREEK ASSESSMENT DISTRICT.

LOT 12, SECTION I, PHASE IA, MARYMONT SPRINGS
 OWNER: MARYMONT SPRINGS HOMEOWNERS ASSOCIATION
 ADDRESS: 2146 N. THOMPSON LANE
 MURFREESBORO, TN 37129
 TAX MAP: 100M, GROUP C PARCEL: 12

 LOT 201, SECTION II, MARYMONT SPRINGS
 OWNER: BOB PARKS
 ADDRESS: 819 ISABELLA LANE
 BRENTWOOD, TN 37027
 TAX MAP 115, PART OF PARCEL 11.05

Certificate of Accuracy
 I hereby certify that this is a category "1" survey and the precision of the unadjusted survey is 1:10000 as shown



CITY of MURFREESBORO

Transportation Department

111 WEST VINE STREET

POST OFFICE BOX 1139

MURFREESBORO, TENNESSEE 37133-1139

PHONE 615 893-6441

FAX 615 849-2606

www.murfreesborotn.gov



CONSENT AGENDA

November 8, 2016

Honorable Mayor and Members of City Council

- RE: A: **Contract :755307-S3-021 between the City of Murfreesboro and Tennessee Department of Transportation for Preventive Maintenance Activities**
- B: **Contract:755307-S3-022 between the City of Murfreesboro and Tennessee Department of Transportation for Preventive Maintenance Activities**
-

Item A: **Contract :755307-S3-021 between the City of Murfreesboro and Tennessee Department of Transportation for Preventive Maintenance Activities**

Background

The City of Murfreesboro's Public Transportation System has been awarded 5307 Small Urban funding in the amount of \$30,000.00 for Preventive Maintenance Activities for Additional FY 2015. This Federal Capital funding requires \$7,500.00 in non-federal matching dollars.

The Tennessee Department of Transportation is providing the City with a contracts for one-half of the total non-federal match \$3,750.00 for PM activities, and the City will provide an equal non-federal match of \$3,750.00.

Fiscal Impact

The Federal, State and local funds for Preventative Maintenance are budgeted in the City's FY2017 budget under additional fixed assets details, and the Preventive Maintenance in the FY2017 budget under Vehicles & Machinery–Fleet-Rover line item from the Transportation Department.

Concurrences

These projects are contained in the Metropolitan Planning Organization's (MPO) 2014-2017 Transportation Improvement Program (TIP).

Recommendation

I recommend the City Council approve these contracts between the City of Murfreesboro and TDOT for the provision of \$3,750.00 in State matching funds and authorize the Mayor to execute this contract on behalf of the City.

Attachments

TDOT Contract # 755307-S3-021

Item B: **Contract:755307-S3-022 between the City of Murfreesboro and Tennessee Department of Transportation for Preventive Maintenance Activities**

Background

The City of Murfreesboro's Public Transportation System has been awarded 5307 Small Urban funding in the amount of \$80,000.00 FY 2016 and \$100,000.00 FY 2017, for Preventive Maintenance Activities for FY16/17. This Federal Capital funding requires \$20,000.00 (FY2016) and \$25,000.00 (FY 2017) respectively, in non-federal matching dollars.

The Tennessee Department of Transportation is providing the City with a combined a contract for one-half of the total non-federal match \$10,000.00 and \$12,500.00 respectively, for PM activities, and the City will provide an equal non-federal match of \$10,000.00 and \$12,500.00, respectively.

Fiscal Impact

The Federal, State and local funds for Preventative Maintenance are budgeted in the City's FY2016/17 budget under additional fixed assets details, and the Preventive Maintenance in the FY2016/17 budget under Vehicles & Machinery–Fleet-Rover line item from the Transportation Department.

Concurrences

These projects are contained in the Metropolitan Planning Organization's (MPO) 2014-2017 Transportation Improvement Program (TIP).

Recommendation

I recommend the City Council approve this contract between the City of Murfreesboro and TDOT for the provision of \$22,500.00, in State matching funds and authorize the Mayor to execute this contract on behalf of the City.

Attachments

TDOT Contract # 755307-S3-022

Respectfully submitted,

Jim Kerr
Transportation Director

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date July 1, 2014		End Date June 30, 2017		Agency Tracking # 40100-03817	
Grantee Legal Entity Name City of Murfreesboro					Edison ID 4110
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor			CFDA #		
			Grantee's fiscal year end June 30		
Service Caption (one line only) FY 15, 5307 capital assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
17	\$3,750.00				\$3,750.00
TOTAL:	\$3,750.00				\$3,750.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection			Describe the competitive selection process used.		
<input checked="" type="checkbox"/> Non-competitive Selection			Recipients apply directly to Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by FTA, recipients submit a request to Multimodal Division for matching funds.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) TX00239021		Account Code (optional) 71304000			

Edison Vendor Address #3

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

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

Grantee Edison Vendor ID #4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by the Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular 9030.1D "Urbanized Area Formula Program: Program Guidance and Application Instructions", to provide funds to urbanized areas for transit operating and capital assistance and for transportation-related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular 9030.1D "Urbanized Area Formula Program: Program Guidance and Application Instructions".
- A.4. "Capital Projects" means those projects as defined in FTA Circular C 9030.1D, "Urbanized Area Formula Program Guidance and Application Instructions", Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
 - c. FTA Circular C 9030.1D, "Urbanized Area Formula Program: Program Guidance and Application Instructions".

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2014 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Thousand, Seven Hundred Fifty Dollars and No Cents (\$3,750.00) ("Maximum

Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required

by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

George Mitchell, Transportation Program Supervisor
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg.
Nashville, Tennessee 37243
george.mitchell@tn.gov
Telephone Number: (615) 253-1044
FAX Number: (615) 253-1482

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee

shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case

shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;

- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.5. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2015 are incorporated herein by reference.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

SHANE McFARLAND, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CRAIG D. TINDALL
CITY ATTORNEY

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

**Attachment One
UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$3,750.00	\$30,000.00	\$3,750.00	\$3,750.00	\$37,500.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$3,750.00	\$30,000.00	\$3,750.00	\$3,750.00	\$37,500.00

*Federal share not distributed in this grant contract.

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$3,750.00	\$30,000.00	\$3,750.00	\$3,750.00	\$37,500.00
TOTAL	\$3,750.00	\$30,000.00	\$3,750.00	\$3,750.00	\$37,500.00

ATTACHMENT TWO

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4110

Is Grantee Legal Entity Name a parent? Yes No

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

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: City of Murfreesboro

Parent entity's tax identification number: 62-6000374

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

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

Parent entity's contact information

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

Address: P.O. Box 1139

Phone number: 615.893.5210

Email address: mwrighte@murfreesboro-tn.gov

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



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2015	End Date June 30, 2017	Agency Tracking # 40100-03817	Edison ID
Grantee Legal Entity Name City of Murfreesboro			Edison Vendor ID 4110
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA #	
		Grantee's fiscal year end June 30	
Service Caption (one line only) FY 16 & 17 capital assistance			
Funding —			
FY	State	Federal	Interdepartmental
			Other
			TOTAL Grant Contract Amount
17	\$22,500.00		
			\$22,500.00
TOTAL:	\$22,500.00		\$22,500.00
Grantee Selection Process Summary			
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.	
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by FTA, recipients submit a request to Multimodal Division for matching funds.	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE - GG</i>	
Speed Chart (optional) TX00239022	Account Code (optional) 71304000		

Edison Vendor Address #3

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

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

Grantee Edison Vendor ID #4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall provide services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by the Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular 9030.1D "Urbanized Area Formula Program: Program Guidance and Application Instructions", to provide funds to urbanized areas for transit operating and capital assistance and for transportation-related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular 9030.1D "Urbanized Area Formula Program: Program Guidance and Application Instructions".
- A.4. "Capital Projects" means those projects as defined in FTA Circular C 9030.1D, "Urbanized Area Formula Program Guidance and Application Instructions", Chapter IV.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
 - c. FTA Circular C 9030.1D, "Urbanized Area Formula Program: Program Guidance and Application Instructions".

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2015 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty-two Thousand, Five Hundred Dollars and No Cents (\$22,500.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum

amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

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

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required

by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

George Mitchell, Transportation Program Supervisor
Multimodal Transportation Resources Division
505 Deaderick Street, Suite 1800 J.K. Polk Bldg.
Nashville, Tennessee 37243
george.mitchell@tn.gov
Telephone Number: (615) 253-1044
FAX Number: (615) 253-1482

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;

- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.5. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2015 are incorporated herein by reference.
- E.6. T.C.A. Section 13-10-107 Compliance.
 - 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
 - 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
 - 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
 - 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE **DATE**

SHANE McFARLAND, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CRAIG D. TINDALL **DATE**
CITY ATTORNEY

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER **DATE**

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

**Attachment One
UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$22,500.00	\$180,000.00	\$22,500.00	\$22,500.00	\$225,000.00
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—RURAL TRANSIT ASST PROGRAM					
43.5x.xx Rural Transit Assistance Program					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
xx.xx.xx - Other					
xx.xx.xx - Other					
GRAND TOTAL	\$22,500.00	\$180,000.00	\$22,500.00	\$22,500.00	\$225,000.00

*Federal share not distributed in this grant contract.

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$22,500.00	\$180,000.00	\$22,500.00	\$22,500.00	\$225,000.00
TOTAL	\$22,500.00	\$180,000.00	\$22,500.00	\$22,500.00	\$225,000.00

ATTACHMENT TWO

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4110

Is Grantee Legal Entity Name a parent? Yes No

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

Is Grantee Legal Entity Name a child? Yes No

If yes, complete the fields below.

Parent entity's name: City of Murfreesboro

Parent entity's tax identification number: 62-6000374

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

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

Parent entity's contact information

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

Address: P.O. Box 1139

Phone number: 615.893.5210

Email address: mwrighte.murfreesborotn.gov

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

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



November 10, 2016

Honorable Mayor and Members of City Council:

CONSENT AGENDA

RE: A.: Request Purchase of Replacement Police Vehicles and Equipment

ITEM A: Request Purchase of Replacement Police Vehicles

As an item for consent agenda at the next scheduled meeting, it is the recommendation of the Chief of Police that City Council approve the purchase of three (3) replacement vehicles and emergency vehicle equipment for the Police Department with Risk Management funds.

Background

Purpose:

To purchase three (3) replacement Police vehicles and equipment for the Police Department with Risk Management funds.

Scope of Work:

The two (2) Police Pursuit Vehicles (PPV) to be replaced are Police Unit # 1426 totaled in a crash on Sunday, October 23, 2016 and Police Unit # 2104 totaled in a crash on Sunday, October 30, 2016. All of these units totaled were Ford Crown Victoria sedans and most of the emergency vehicle equipment that is removed, even if still functional, cannot be re-used in the Ford Interceptor SUVs. The third (3rd) vehicle to be replaced is an un-marked 2000 Chevrolet Impala that the main wiring harness was destroyed by rats and there are no replacement wiring harnesses available. No emergency equipment is needed for this replacement vehicle.

Selection Process:

In reviewing the needs of the Officers relative to the marked, and in some cases un-marked, police vehicles, I have realized that the SUV style vehicle overwhelmingly provides the best patrol vehicle. The Ford Interceptor PPV SUV has All-Wheel-Drive (AWD), is much easier to get in and out of for uniformed officers, tends to provide better traction in all kinds of weather, accommodates 2-man units better (special assignment and training units), accommodates all of the equipment carried in

**Honorable Mayor and Members of City Council
Consent Agenda Request
November 10, 2016**

the patrol vehicles much easier and the Ford Interceptor SUV averages one (1) MPG better than the Ford Interceptor Sedan. In this case, the 3rd replacement vehicle for the un-marked 2000 Chevrolet Impala will be the Chevrolet Equinox.

The Police Interceptor SUV vehicles and the Chevrolet Equinox will be purchased from the low bidders (Ford of Murfreesboro and Chevrolet of Murfreesboro respectively) as approved by Council on September 26, 2013 for Police Vehicles 2013 and the emergency vehicle equipment will be purchased from the low bidders (On-Duty Depot and Trucker's Lighthouse) as approved by Council on August 28, 2014 for Vehicle Equipment 2014. Current period pricing sheets for Vehicles 2013 and Vehicle Equipment 2014 are provided for your reference.

Fiscal Impact

If approved, the total cost of the two (2) Ford Interceptor PPV SUV vehicles and respective emergency vehicle equipment and the one (1) Chevrolet Equinox (**\$77,877.80**) will be funded from Risk Management Funds. The Police vehicles and equipment to be purchased is shown below:

Ford Interceptor PPV SUV Vehicles & Respective Equipment					
	Item	Low Bidder	Qty.	Cost Each	Extended Cost
1.	Ford Interceptor PPV SUV	Ford of Murfreesboro	2	\$28,289.00	\$56,578.00
2.	Vehicle Equipment	On-Duty & Trucker's	2	\$10,649.90	\$21,299.80
3.	Chevrolet Equinox	Chevrolet of Murfreesboro	1	\$27,065.20	\$27,065.20
Total Cost					\$104,943.00

The breakdown of the cost of the respective vehicle equipment is provided for your reference.

Recommendation

It is recommended that City Council approve the purchase of the two (2) Ford Interceptor PPV SUV vehicles and respective emergency vehicle equipment and the one (1) Chevrolet Equinox as outlined above with funding from Risk Management Funds.

Attachment

1. Vehicles 2013 Bid Cost – 4th Period Pricing
2. Vehicle Equipment 2014 Bid Cost – 3rd Period Pricing
3. Vehicle Equipment Cost Sheets – Risk Management

 11/9/16

James K. Durr
Chief of Police

C: Deputy Chief Mike Bowen
Assistant Chief Eric Cook

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

4th Period: 1-Sep-2016 to TBD Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
1	Ford Int. PPV - P2L						P2L (FWD)	N/A
	Bid Price is effective through August 31 of each respective period?							N/A
2	Ford Int. PPV - P2M	\$24,104.00	P2M (AWD)					
	Bid Price is effective through August 31 of each respective period?	YES						
3	Ford Int. PPV SUV - K7A	THIS VEHICLE MODEL IS NO LONGER AVAILABLE						
	Bid Price is effective through August 31 of each respective period?							
4	Ford Int. PPV SUV - K8A	\$27,236.00	K8A (AWD)					
	Bid Price is effective through August 31 of each respective period?	YES						
5	Chevrolet Cap PPV - 1SB		N/A	1SB				
	Bid Price is effective through August 31 of each respective period?		N/A					
6	Chevrolet Cap PPV - 1SC		N/A	1SC				
	Bid Price is effective through August 31 of each respective period?		N/A					
7	Chevrolet Imp PPV - 9C1		N/A	9C1				
	Bid Price is effective through August 31 of each respective period?		N/A					
8	Chevrolet Imp PPV - 9C3		N/A	9C3				
	Bid Price is effective through August 31 of each respective period?		N/A					
9	Chev Tah 2WD PPV - CC10706	NO BIDS AWARDED FOR THIS VEHICLE DUE TO MODEL YEAR CHANGE AND CURRENT PRICING IS NOT AVAILABLE FROM MANUFACTURER UNTIL 1ST QUARTER OF 2014.						
	Bid Price is effective through August 31 of each respective period?							
10	Chev Tah 4WD SS - CK10706	NO BIDS AWARDED FOR THIS VEHICLE DUE TO MODEL YEAR CHANGE AND CURRENT PRICING IS NOT AVAILABLE FROM MANUFACTURER UNTIL 1ST QUARTER OF 2014.						
	Bid Price is effective through August 31 of each respective period?							
11	Dodge Chg PPV V6 - LDDE48					N/A	LDDE48 (V6)	
	Bid Price is effective through August 31 of each respective period?					N/A		
12	Dodge Chg PPV V8 - LDDE48					N/A	LDDE48 (V8)	
	Bid Price is effective through August 31 of each respective period?					N/A		

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

4th Period: 1-Sep-2016 to TBD **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
13	Full Size Sedan 4DR		N/A	Chev Impala LTD (2LT)				
	Bid Price is effective through August 31 of each respective period?		N/A					
14	SUV Small Size 2WD					N/A	Jeep Compass (MKTE49)	
	Bid Price is effective through August 31 of each respective period?					N/A		
15	SUV Small Size 4WD					N/A	Jeep Compass (MKJE49)	
	Bid Price is effective through August 31 of each respective period?					N/A		
16	SUV Mid Size 2WD			\$20,439.20	Chev Equinox FWD			
	Bid Price is effective through August 31 of each respective period?			YES				
17	SUV Mid Size 4WD			\$22,049.20	Chev Equinox AWD			
	Bid Price is effective through August 31 of each respective period?			YES				
18	SUV Full Size 2WD			\$23,966.00	Chev Traverse FWD			
	Bid Price is effective through August 31 of each respective period?			YES				
19	SUV Full Size 4WD			\$25,806.00	Chev Traverse AWD			
	Bid Price is effective through August 31 of each respective period?			YES				
20	SUV SS Full Size 2WD					N/A	Dodge Durango (WDDE75)	
	Bid Price is effective through August 31 of each respective period?					N/A		
21	SUV SS Full Size 4WD	\$32,742.00	Ford Expedition (U1G)					
	Bid Price is effective through August 31 of each respective period?	YES						
22	Pickup Mid Size Ext 2WD	\$23,326.00	Ford F-150 (X1C)					
	Bid Price is effective through August 31 of each respective period?	YES						
23	Pickup Mid Size Ext 4WD	\$26,249.00	Ford F-150 (X1E)					
	Bid Price is effective through August 31 of each respective period?	YES						
24	PK Full Size Reg 1/2 Ton 2WD				\$19,489.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

4th Period: 1-Sep-2016 to TBD Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
25	PK Full Size Reg 1/2 Ton 4WD				\$21,489.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			
26	PK Full Size Ext 1/2 Ton 2WD					Ford F-150 (X1C)		N/A
	Bid Price is effective through August 31 of each respective period?							N/A
27	PK Full Size Ext 1/2 Ton 4WD				\$23,638.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			
28	PK Full Size Crew 1/2 Ton 2WD				\$23,132.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			
29	PK Full Size Crew 1/2 Ton 4WD				\$25,861.00	Ford F-150		
	Bid Price is effective through August 31 of each respective period?				YES			
30	PK Full Size Reg 3/4 Ton 2WD				\$21,594.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
31	PK Full Size Reg 3/4 Ton 4WD				\$23,987.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
32	PK Full Size Ext 3/4 Ton 2WD				\$23,984.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
33	PK Full Size Ext 3/4 Ton 4WD	\$26,569.00	Ford F-250 (X2B)					
	Bid Price is effective through August 31 of each respective period?	YES						
34	PK Full Size Crew 3/4 Ton 2WD				\$24,689.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
35	PK Full Size Crew 3/4 Ton 4WD				\$27,126.00	Ford F-250		
	Bid Price is effective through August 31 of each respective period?				YES			
36	PK Full Size Reg 1 Ton 2WD				\$23,142.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

4th Period: 1-Sep-2016 to TBD Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
37	PK Full Size Reg 1 Ton 4WD				\$25,598.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
38	PK Full Size Ext 1 Ton 2WD				\$25,395.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
39	PK Full Size Ext 1 Ton 4WD				\$27,852.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
40	PK Full Size Crew 1 Ton 2WD				\$26,500.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
41	PK Full Size Crew 1 Ton 4WD				\$28,962.00	Ford F-350		
	Bid Price is effective through August 31 of each respective period?				YES			
42	Van Pass 4DR Mid Size	\$22,815.00	Ford Transit Connect (S8F)					
	Bid Price is effective through August 31 of each respective period?	YES						
43	Van HD Cargo REG 3/4 Ton					Ford E-250 (E2E)	N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
44	Van HD Cargo EXT 3/4 Ton					Ford E-250 (S2E)	N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
45	Van HD Cargo REG 1 Ton					Ford E-350 (E3E)	N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
46	Van HD Cargo EXT 1 Ton	SEE	Ford Transit Connect (W2Z)					
	Bid Price is effective through August 31 of each respective period?	BELOW						
47	Van 15 Pass HD 1 Ton	\$30,044.00	Ford Transit Connect (X2Z)					
	Bid Price is effective through August 31 of each respective period?	YES						
48	Hybrid Sedan Mid Size 4DR		N/A	Chev Malibu Eco (1GC69)				
	Bid Price is effective through August 31 of each respective period?		N/A					

CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

4th Period: 1-Sep-2016 to TBD Unless otherwise noted.

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
49	Hybrid Sedan Full Size 4DR				Avalon (3506)		N/A	
	Bid Price is effective through August 31 of each respective period?						N/A	
50	Hybrid SUV Small Size 4DR 2WD	NO BIDS WERE RECEIVED FOR THESE VEHICLES						
	Bid Price is effective through August 31 of each respective period?							
51	Hybrid SUV Mid Size 4DR 2WD				Highlander (6966)		N/A	
	Bid Price is effective through August 31 of each respective period?				2WD Version no longer available - AWD is substitute		N/A	
52	Hybrid SUV Full Size 4DR 2WD	NO BIDS WERE RECEIVED FOR THESE VEHICLES						
	Bid Price is effective through August 31 of each respective period?							
53	Electric Nissan Leaf 4Dr Sedan	NO BIDS WERE RECEIVED FOR THESE VEHICLES						
	Bid Price is effective through August 31 of each respective period?							

43	Van HD Cargo REG 3/4 Ton				Ford 3/4 Ton Transit - Low Roof (R1Z)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
43	Van HD Cargo REG 3/4 Ton				Ford 3/4 Ton Transit - Medium Roof (R1C)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton				Ford 3/4 Ton Transit - Low Roof (R2Z)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton				Ford 3/4 Ton Transit - Medium Roof (R2C)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
44	Van HD Cargo EXT 3/4 Ton				Ford 3/4 Ton Transit - High Roof (R2X)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton				Ford 1 Ton Transit - Low Roof (W2Z)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton				Ford 1 Ton Transit - Medium Roof (W2C)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A
45	Van HD Cargo REG 1 Ton				Ford 1 Ton Transit - High Roof (W2X)			N/A
	Bid Price is effective through August 31 of each respective period?							N/A

**CITY OF MURFREESBORO
 BID PRICING
 VEHICLES 2013**

Bid Opening Date: Monday, September 16, 2013

Council on: 26-Sep-2013

4th Period: 1-Sep-2016 to TBD **Unless otherwise noted.**

Item #	Item Description	Ford of Murfreesboro	Walker Chevrolet	TT of G Murfreesboro	Country Ford	Beaman Dodge	Beaman Toyota	Beaman Ford
		Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each	Cost Each
46	Van HD Cargo EXT 1 Ton				Ford 1 Ton Transit - Low Roof (W2Z)			\$25,785.00
	Bid Price is effective through August 31 of each respective period?							YES
46	Van HD Cargo EXT 1 Ton				Ford 1 Ton Transit - Medium Roof (W2C)			\$26,427.00
	Bid Price is effective through August 31 of each respective period?							YES
46	Van HD Cargo EXT 1 Ton				Ford 1 Ton Transit - High Roof (W2X)			\$28,085.00
	Bid Price is effective through August 31 of each respective period?							YES

Approval of Period Pricing:



Rob Lyons, City Manager

10/31/16
Date

MURFREESBORO POLICE DEPARTMENT

ITB - VEHICLE EQUIPMENT 2014

PERIOD PRICING SHEET

3rd Period : 1-Jul-2016 to 30-Jun-2017

Council: 28-Aug-2014

SECTION A - On-Duty Depot

Item # 1 on Bid Form:	The Federal Signal Valor non-linear low profile LED lightbar will meet these specifications; the item bid should be this lightbar.	
Manufacturer Item Number:	VALR44-MBT Package to include:	<u>Cost Each</u> \$1,496.10
Controller:	Smart Siren Platinum Series	\$725.00
Siren Speaker:	AS124	<u>\$147.90</u>
		<u><u>\$2,369.00</u></u>

SECTION B - On-Duty Depot

Item # 1 on Bid Form:	The Whelen SP8 package lightbar will meet these specifications; the item bid should be this lightbar.	
Manufacturer Item Number:	SP8 Package to include:	<u>Cost Each</u> \$1,358.95
Controller:	CenCom CCSRN2	\$573.00
Siren Speaker:	SA315P	<u>\$147.00</u>
		<u><u>\$2,078.95</u></u>

SECTION C - Trucker's Lighthouse

Item # on Bid Form:	The Setina products package below will meet these specifications; the items bid should be these products.			
1	Setina	10SRP	PARTITION – 10SRP	<u>Cost Each</u> \$482.31
2	Setina	ST0380ITS12	LOWER EXTENSION PANELS	\$48.99
3	Setina	DK0100ITS12	TPO DOOR PANELS	\$162.15
4	Setina	WK0594ITS12TPO	WINDOW BARRIER - POLY	\$151.11
5	Setina	BK0532ITS12	PUSH BUMPER – PB400 ALUMINUM	\$220.11
6	Setina	GK11191B1SSSCA	DUAL GUN LOCK T-RAIL MOUNTING SYSTEM WITH 1-ELECTRONIC SMALL SHOTGUN & 1-BLAC-RAC LOCK	\$656.10
				<u><u>\$1,720.77</u></u>

MURFREESBORO POLICE DEPARTMENT

ITB - VEHICLE EQUIPMENT 2014

PERIOD PRICING SHEET

3rd Period : 1-Jul-2016 to 30-Jun-2017

Council: 28-Aug-2014

SECTION D - On-Duty Depot

Item # on
Bid Form:

The Jotto Desk/Patriot/Kodiak products package below will meet these specifications; the items bid should be these products.

				<u>Cost Each</u>
1	Patriot	475-0409	PRISONER TRANSPORT SYSTEM	\$1,080.00
2	Patriot	475-0051 & 0669	DUAL GUN LOCK – 870 / 870	\$220.00
3	Patriot	475-0298	PUSH BUMPER	\$202.00
4	Jotto Desk	425-5019	COMPUTER MOUNT	\$191.00
5	Jotto Desk	425-6614	28" FLOOR PLATE	\$82.00
6	Jotto Desk	425-6205	DUAL CUP HOLDER	\$31.00
7	Jotto Desk	425-6411	ARM REST	\$69.83
				<u>\$1,875.83</u>

SECTION E - Trucker's Lighthouse

Item # on
Bid Form:

The Havis products package below will meet these specifications; the items bid should be these products.

				<u>Cost Each</u>
1	Havis	DP-F17-1A & DP-F17-6A	DOOR PANELS	\$158.40
2	Havis	WGI-F17	WINDOW GUARDS	\$156.99
3	Havis	C-TMW-INSE-1	TUNNEL MOUNT	\$85.34
4	Havis	PKG-PSM-241	MOUNTING PACKAGE	\$449.49
5	Havis	DS-GTC-102-3	GETAC V200 LAPTOP MNT W/ POWER SUPPLY	\$816.16
6	Havis	C-CUP2-E-C	CUP HOLDER	\$24.86
7	Havis	C-ARM-104	TUNNEL MOUNTED ARM REST	\$99.49
				<u>\$1,790.73</u>

MURFREESBORO POLICE DEPARTMENT

ITB - VEHICLE EQUIPMENT 2014

PERIOD PRICING SHEET

3rd Period : 1-Jul-2016 to 30-Jun-2017

Council: 28-Aug-2014

SECTION F - On-Duty Depot

Item # on Bid Form: The AEDEC (Accel Plastics) products package below will meet these specifications; the items bid should be these products.

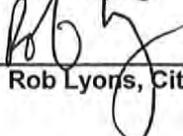
				<u>Cost Each</u>
1	AEDEC	CARFI121220	FORD INTERCEPTOR SEDAN	\$429.00
2	AEDEC	SUVIC1313	FORD INTERCEPTOR SUV	\$686.00
				<u>\$1,115.00</u>

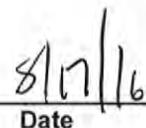
SECTION G - Trucker's Lighthouse

Item # on Bid Form: The American Aluminum products package below will meet these specifications; the items bid should be these products.

				<u>Cost Each</u>
1	American Aluminum	PF – INTERCEPTOR SEDAN	E-Z RIDER K-9 PLATFORM UNIT FOR FORD INTERCEPTOR SEDAN	\$2,224.80
2	American Aluminum	E/Z RUBBER MAT	RUBBER LINER FOR FORD INTERCEPTOR SEDAN	\$172.80
3	American Aluminum	E/Z COOLGUARD	E-Z COOL GUARD SYSTEM (TEMPERATURE MONITORING & HEAT ALARM)	\$580.80
4	American Aluminum	E/Z PAGER	HEAT PAGING SYSTEM	\$382.40
5	American Aluminum	E/Z WATER DISH	SPILL PROOF WATER BOWL	\$112.00
6	American Aluminum	E/Z R.E.S.C.U.E.	REMOTE DOOR OPENING SYSTEM	\$624.00
7	American Aluminum	E/Z NARC SAFE	4 COMPARTMENT NARC SAFE	\$947.20
				<u>\$5,044.00</u>

Approval of Period Pricing:


 Rob Lyons, City Manager


 Date

**MURFREESBORO POLICE DEPARTMENT
PPV FORD INTERCEPTOR SUV - ORDER FORM
PATROL - FULLY EQUIPPED**

Year: **2016**

Period Pricing: **3rd**

	Code	Description	Add	Bid Cost Each
1	K8A	Ford Utility Police Interceptor - AWD - 4DR - K8A - SUV	1	\$26,284.00
2	99R	Engine: 3.7L V6 TI-VCT (FFV)	1	\$0.00
3	44C	Transmission: 6-Speed Automatic	1	\$0.00
4	500A	Preferred Equipment Package 500A	1	\$0.00
5	YZ	Oxford White	1	\$0.00
6	9W	Charcoal Black, Heavy Duty Cloth Front Bucket Seats / Vinyl Rear	1	\$0.00
7	FW	Charcoal Black, Heavy Duty Cloth Front Bucket Seats / Cloth Rear		\$0.00
8	65U	Interior Upgrade Package		\$0.00
9	65L	18" 5-Spoke Full Face Wheel Covers		\$0.00
10	549	Heated Sideview Mirrors	1	\$60.00
11	16D	Police Interceptor Badge Delete	1	\$0.00
12	51R	Unity Driver Only LED Spot Lamp	1	\$395.00
13	86P	Front Headlamp / Police Interceptor Housing Only	1	\$125.00
14	68G	Rear Door Handles & Locks Inoperable		\$0.00
15	17A	Aux Air Conditioning	1	\$610.00
16	43D	Dark Car Feature	1	\$20.00
17	16C	1st and 2nd Row Carpet Floor Covering	1	\$125.00
18	17T	Red / White Dome Lamp in Cargo Area	1	\$50.00
19	68Z	Black Roof Rack Side Rails		\$0.00
20	63V	Cargo Storage Vault		\$0.00
21	76R	Reverse Sensing	1	\$275.00
22	21B	Rear View Camera	1	\$245.00
23	60R	Noise Suppression Bonds	1	\$100.00
24	85R	Rear Console Plate		\$0.00
25	18W	Rear Power Window Delete		\$0.00
TOTAL				\$28,289.00

**MURFREESBORO POLICE DEPARTMENT
CHEVROLET EQUINOX SUV AWD LT - ORDER FORM**

ADMINISTRATIVE

Year:	2017		Period Pricing: 4th	
	Code	Description	Add	Bid Cost
1	1LK26	Chevrolet Equinox AWD LT 4 Door	1	\$22,049.20
2	LFX	Engine: 3.8L V6 SIDI WITH VVT	1	\$1,320.00
3	C3H	GVWR - 5300 LBS	1	\$0.00
4	MXO	Transmission: 6-Speed Automatic with Overdrive (STD)	1	\$0.00
5	FO7	Axle - 3.39 Final Drive Ratio	1	\$0.00
6	1LT	Preferred Equipment Group (Includes Standard Equipment)	1	\$0.00
7	RVF	Wheels, 17" Aluminum (STD)	1	\$0.00
8	QYZ	Tires, P225/65R17 All-Season Blackwall	1	\$0.00
9		Choose Color NOTE: Two (2) of the Colors are an additional charge)	1	\$0.00
10	AR9	Seats, Deluxe Front Bucket (STD)	1	\$0.00
11	AFK	Light Titanium / Jet Black Premium Cloth Seat Trim	1	\$0.00
12	UHQ	Audio System - Chevrolet MyLink Radio with Navigation	1	\$0.00
13	PDD	Convenience Package	1	\$1,144.00
14	PCY	Technology Package	1	\$783.20
15	PCW	Driver Confidence Package	1	\$435.60
16	SDD	LPO, Trailering Equipment Package	1	\$321.20
17		Battery, Maintenance Free with Rundown Protection (660 CCA)	1	\$0.00
18	KW8	Alternator, 155 AMPS	1	\$0.00
19		Steering, Power-Assist	1	\$0.00
20	N10	Exhaust, Dual with Premium Tips	1	\$0.00
21	S3U	LPO, Fog Lamps	1	\$523.60
22	UZ8	Audio System, Pioneer Premium 250-Watt	1	\$0.00
23	KA1	Seats, Heated Driver and Front Passenger	1	\$0.00
24	AE8	Seat Adjuster Front, Driver 8-Way Power	1	\$264.00
25	NP5	Steering Wheel, Leather-Wrapped	1	\$0.00
26	BTV	Remote Vehicle Starter System	1	\$0.00
27	C68	Air Conditioning, Automatic Climate Control	1	\$0.00
28	D42	Cargo Cover, Rear Security Cover	1	\$66.00
29	AP9	Cargo Net, Full Across Rear	1	\$39.60
30	RAI	LPO, Cargo Area Close Out Panel	1	\$118.80
31	UD7	Rear Park Assist	1	\$0.00
32	UFT	Side Blind Zone Alert	1	\$0.00
33	UFG	Rear Cross-Traffic Alert	1	\$0.00
TOTAL				\$27,065.20



November 4, 2016

CONSENT AGENDA

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Re: Award of contract to Rehrig Pacific Company for roll-out containers

As an item for the consent agenda of November 10, 2016, it is recommended that the City Council award the bid for the purchase of roll-out containers.

The Solid Waste Department placed for bid the purchase of roll-out containers.

Selection Process

The Solid Waste Department placed the ad in the Murfreesboro Post, posted the ITB on the new City Vendor Link. The competitive purchasing process was followed for this item, and an Invitation to Bid was released to the public on October 17, 2016. Sealed bids were opened on November 2, 2016.

Bids

The City received the following bids:

- | | |
|-------------------------------|--------------|
| 1. The Office Cart LLC | \$51.00 each |
| 2. Rehrig Pacific Company | \$48.55 each |
| 3. Otto Environmental Systems | \$47.25 each |
| 4. Stringfellow Inc. | \$54.31 each |

Otto Environmental was the apparent low bidder but after studying the exceptions of cart density in critical wear places on the cart it was determined that Rehrig Pacific Company submitted the lowest responsible and responsive bid of the vendors that participated.

Fiscal Impact

The 2016/2017 Solid Waste budget included funding in the amount of \$170,000 for the purchase of garbage carts.

Recommendation

It is recommended that the bid for roll-out container be awarded to Rehrig Pacific Company.

Sincerely,

Joey Smith

Solid Waste Department
4765 Florence Road * Murfreesboro, Tennessee 37129 * Phone 615 893 3681 * Fax 615 904 6541
www.murfreesborotn.gov

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.

Agenda

November 9, 2016

Honorable Mayor and Members of City Council

Re: Public Hearings to be held on November 17, 2016

Background

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

- a. Annexation Plan of Services and annexation petition [2016-515] for approximately 236.8 acres located along South Rutherford Boulevard, Thomas Hoover, Elizabeth Clark, Etal. applicants. The Planning Commission voted unanimously to recommend approval on October 5, 2016.
- b. Zoning application [2016-446] for approximately 227.7 acres located along South Rutherford Boulevard to be zoned CH simultaneous with annexation, FedEx Ground applicant. The Planning Commission voted unanimously to recommend approval on October 5, 2016.
- c. Zoning application [2016-451] for approximately 8 acres located along South Rutherford Boulevard to be rezoned from RS-10 to RZ, Swanson Development applicant. The Planning Commission voted unanimously to recommend approval on October 5, 2016.
- d. Zoning application [2016-452] for approximately 6.6 acres located along Salem Creek Drive to be rezoned from OG to PRD (Ashton at Salem Creek), David Alcorn applicant. The Planning Commission voted unanimously to recommend approval on October 5, 2016 (with one abstention).
- e. Zoning application [2016-443] for approximately 0.72 acres located at 720 Old Salem Road to be rezoned from RM-12 to CH, John Rudd applicant. The Planning Commission voted unanimously to recommend approval on October 5, 2016.

- f. Proposed amendments to the sign ordinance regarding the addition of 2 additional types of signs, signs in easements, & delete height limitations on attached signs in the CBD [2016-803], City of Murfreesboro Legal Department applicant. The Planning Commission voted unanimously to recommend approval on September 7, 2016.

Recommendation

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

Concurrences

The Planning Commission conducted a public hearing on item “f” during its regular meeting on September 7, 2016 and public hearings on all other matters listed above on October 5, 2016. The Planning Commission is recommending approval of all items.

Attachments

1. Staff Comments from the September 7, 2016 and October 5, 2016 Planning Commission meetings
2. Illustrations of the areas
3. Plan of services for Item “a”
4. Miscellaneous exhibits and materials pertaining to each item
5. Minutes from the September 7, 2016 and October 5, 2016 Planning Commission meetings

Respectfully Submitted,

Matthew T. Blomeley, AICP
Assistant Planning Director

FOR
YOUR
INFORMATION

PUBLIC
HEARINGS



November 17, 2016

MURFREESBORO PLANNING COMMISSION

STAFF COMMENTS, PAGE 1

OCTOBER 5, 2016

- 4.a. Annexation Plan of Services and annexation petition [2016-515] for approximately 236.8 acres located along South Rutherford Boulevard, Thomas Hoover, Elizabeth Clark, Etal. applicants.**

The requested property is located along the south side of South Rutherford Boulevard east of the CSX railroad tracks and west of Southeast Broad Street. It is undeveloped and consists of portions of three (3) existing parcels, totaling approximately 218.9 acres, which are all located within the City's Urban Growth Boundary and are contiguous with the existing City limits. Written petitions requesting annexation have been filed by the owners of two (2) of the parcels. The applicant has been investigating the possibility of acquiring the 1.6-acre parcel adjacent to Huskey Truss owned by Derryberry; however, no annexation petition for this parcel has been received. If Staff does not receive an annexation petition for the Derryberry parcel prior to the Planning Commission meeting, it will be recommended that this parcel be removed from the annexation.

In addition to the requested property, approximately 4,000 linear feet of South Rutherford Boulevard right-of-way has been included in the annexation study. Also included is approximately 6.6 acres of CSX right-of-way and a 2.5-acre parcel owned by James Huskey that contains the spur line for Huskey Truss. This brings the total acreage being studied up to 236.8. Staff has contacted both CSX and Huskey Truss about petitioning the City for annexation of their parcels, because both parcels will be mostly surrounded by the City limits if the requested property is annexed, but at the time of the writing of these comments, the petitions have not been received. Staff has advertised for the annexation of these additional parcels but if no petitions are received prior to the Planning Commission meeting, then it will be recommended that both of these additional parcels be removed from the annexation.

Staff has prepared a plan of services and it has been included in the agenda packet. The plan of services indicates that the City will be able to provide services to the subject property if annexed. A zoning request to have the property zoned CH (Commercial Highway District) simultaneous with annexation has also been filed. The zoning request is the next item on the agenda. As an aside, the additional study area parcels are zoned residential in the County and will come into the City with an interim RS-15 (Single-Family Residential 15 District) zoning classification, if annexed.

The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



41

S-RUTHERFORD-BEVD

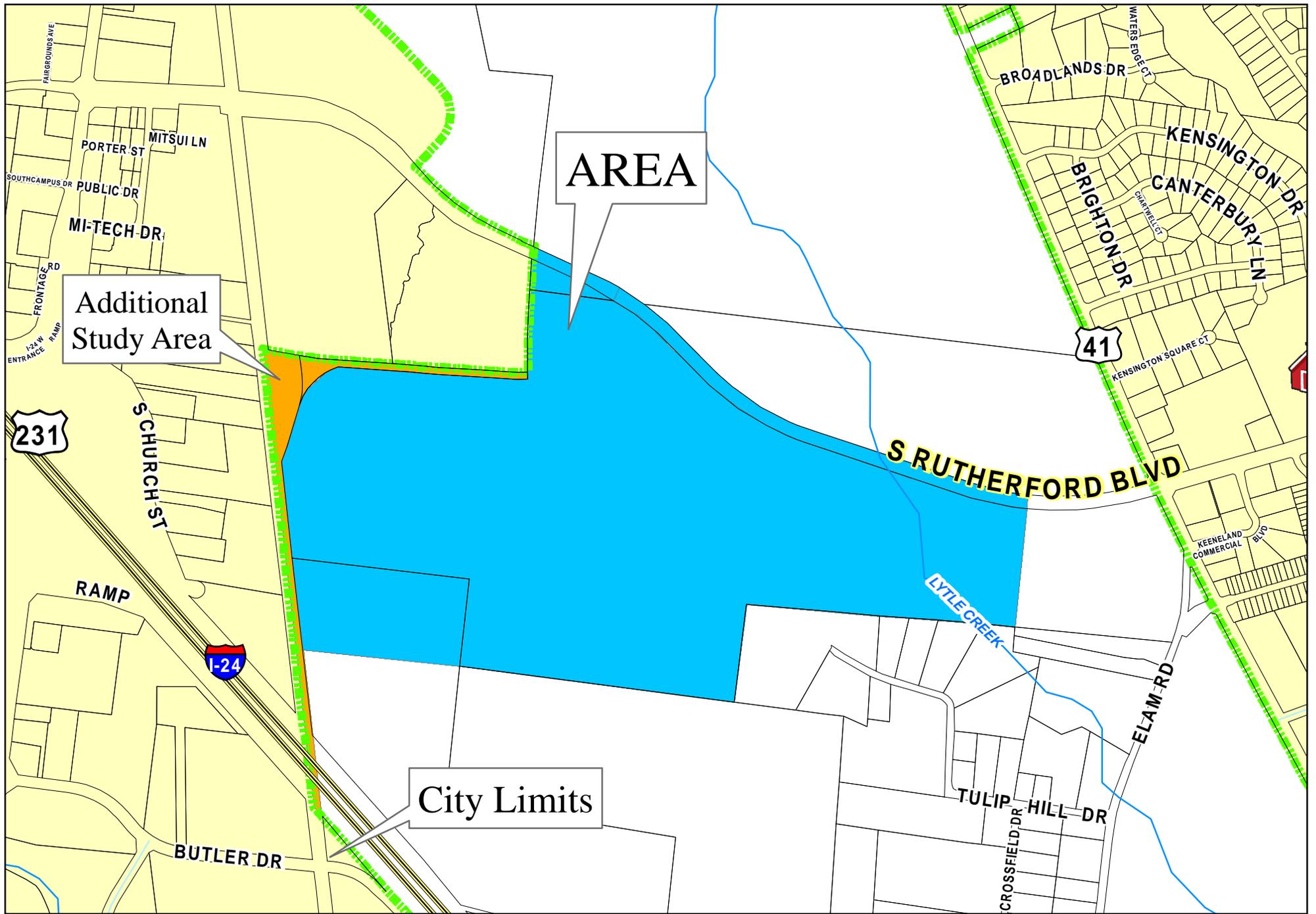
Site

231

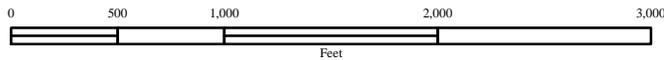
I-24

I-24





**Annexation Request for Property Along
S. Rutherford Blvd.**



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



PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Thomas Hoover ETAL

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

Signature: see letter + signatures from Tune Entrek in Status: Date: + white PC

P.O. Box 400 Laverne TN 37086 for 202acre

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

2. Elizabeth Clark

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

Signature: Status: Date:

<

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

3. Samuel Lassester

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

Signature: see Pinnacle Bank Signatures + Letter Status: Date:

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

4.

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

Signature: Status: Date:

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

(Attach additional signature pages if necessary)

Legal Description is attached: X Yes

Power of Attorney applies and is attached: X Yes No

RECEIVED SEP 01 2016

BY:

TUNE, ENTREKIN & WHITE, P.C.

ATTORNEYS AT LAW

JOHN C. TUNE
1931-1983

ERVIN M. ENTREKIN
1927-1980

SUITE 1700
315 DEADERICK STREET
NASHVILLE, TENNESSEE 37238

TEL (615) 244-2770 FAX (615) 244-2778

*Rule 31 listed General Civil Mediator

THOMAS V. WHITE
JOHN W. NELLEY, JR.
THOMAS C. SCOTT
PETER J. STRIANSE
HUGH W. ENTREKIN
JOHN P. WILLIAMS *
ROBERT L. DELANEY
GEORGE A. DEAN
LESA HARTLEY SKONEY
JOSEPH P. RUSNAK
TODD E. PANTHER *
DAVID B. GRAY
SHAWN R. HENRY
T. CHAD WHITE
BRANDT M. MCMILLAN *
CHRISTOPHER B. FOWLER

August 2, 2016

City of Murfreesboro
Attn: Gary Whitaker
111 W. Vine Street
Murfreesboro, TN 37130

RECEIVED
SEP 01 2016
BY:

Dear Mr. Whitaker:

The undersigned owns property containing approximately 200 acres located on S. Rutherford Boulevard, Murfreesboro, Tennessee, and more particularly described on the drawing attached hereto as Exhibit A (the "Property"), which Property is a portion of Tax Map and Parcel No. 112-00200.

The undersigned hereby gives consent/authorization to FedEx Ground Package System, Inc., a Delaware corporation, and its consultant, Stantec Consulting Services, Inc. to file an application for Annexation and Rezoning and to represent such request on the undersigned's behalf before the City Staff, Planning Commission, and City Council.

Sincerely,

Estate of Louis Bush Cole, Sr., Louis Bush Cole, Jr., Jerry Colley, Sr., Jerry Colley, Jr., E. H. Hoover, III, Eleanor L. Hoover, Paul Anthony Hoover, Thomas S. Hoover, Sr., Martha Houston, Melinda Milam, Eleanor Elizabeth Hoover IRRV Trust, and TSH 2003A Land Company LP

By: 
T. Chad White, Attorney-in-Fact

Exhibit A



RECEIVED
SEP 01 2016

BY:

August 17, 2016

Mr. Gary Whitaker, Planning Director
City of Murfreesboro
111 W. Vine Street, 2nd Floor
Murfreesboro, Tennessee 37130

Dear Mr. Whitaker:

The undersigned own property containing approximately 17 acres located on S. Rutherford Boulevard, Murfreesboro, Tennessee, and more particularly described on the drawing attached hereto as Exhibit A (the "Property"), which Property is a portion of Tax Map and Parcel No. 113-013.00.

The undersigned hereby give consent/authorization to FedEx Ground Package System, Inc., a Delaware corporation FedEx and its consultant, Stantec Consulting Services, Inc. to file an application for Annexation and Rezoning and to represent such request on the undersigned's behalf before the City Staff, Planning Commission and City Council.

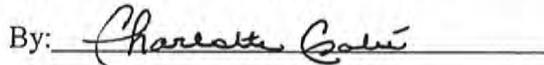
Sincerely,


ELIZABETH CLARK

SAMUEL LASSETER

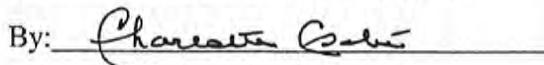
MERCEDES LUCIA SUAREZ

PINNACLE BANK AS SUCCESSOR TRUSTEE
UNDER WILL OF ROBERT C. LASSETER, JR.
FBO SAMUEL LEE LASSETER

By: 

Title: SR VICE PRESIDENT + TRUST OFFICER

PINNACLE BANK AS SUCCESSOR TRUSTEE
UNDER WILL OF ROBERT C. LASSETER, JR.
FBO MERCEDES LUCIA SUAREZ

By: 

Title: SR VICE PRESIDENT + TRUST OFFICER

PINNACLE BANK AS SUCCESSOR TRUSTEE
UNDER WILL OF ROBERT C. LASSETER, JR.
FBO ELIZABETH L. HULL CLARK

By: Charlene Galt

Title: SR VICE PRESIDENT + TRUST OFFICER

August 16, 2016

Mr. Gary Whitaker, Planning Director
City of Murfreesboro
111 W. Vine Street, 2nd Floor
Murfreesboro, Tennessee 37130

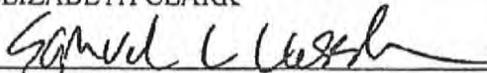
Dear Mr. Whitaker:

The undersigned own property containing approximately 17 acres located on S. Rutherford Boulevard, Murfreesboro, Tennessee, and more particularly described on the drawing attached hereto as Exhibit A (the "Property"), which Property is a portion of Tax Map and Parcel No. 113-013.00.

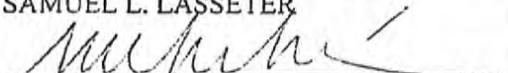
The undersigned hereby give consent/authorization to FedEx Ground Package System, Inc., a Delaware corporation FedEx and its consultant, Stantec Consulting Services, Inc. to file an application for Annexation and Rezoning and to represent such request on the undersigned's behalf before the City Staff, Planning Commission and City Council.

Sincerely,

ELIZABETH CLARK



SAMUEL L. LASSETER



MERCEDES LUCIA SUAREZ

PINNACLE BANK AS SUCCESSOR TRUSTEE
UNDER WILL OF ROBERT C. LASSETER, JR.
FBO SAMUEL LEE LASSETER

By: _____

Title: _____

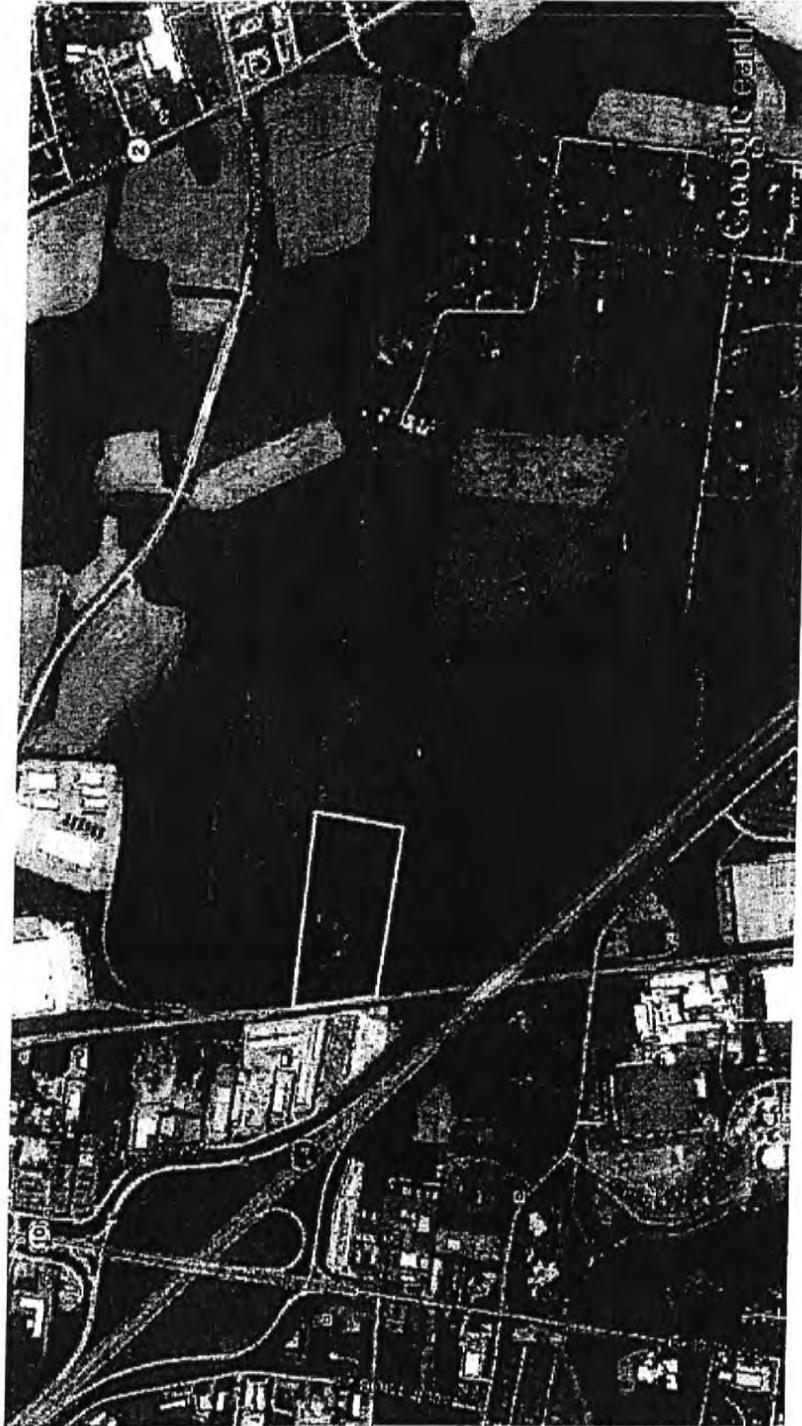
PINNACLE BANK AS SUCCESSOR TRUSTEE
UNDER WILL OF ROBERT C. LASSETER, JR.
FBO MERCEDES LUCIA SUAREZ

By: _____

Title: _____

EXHIBIT A

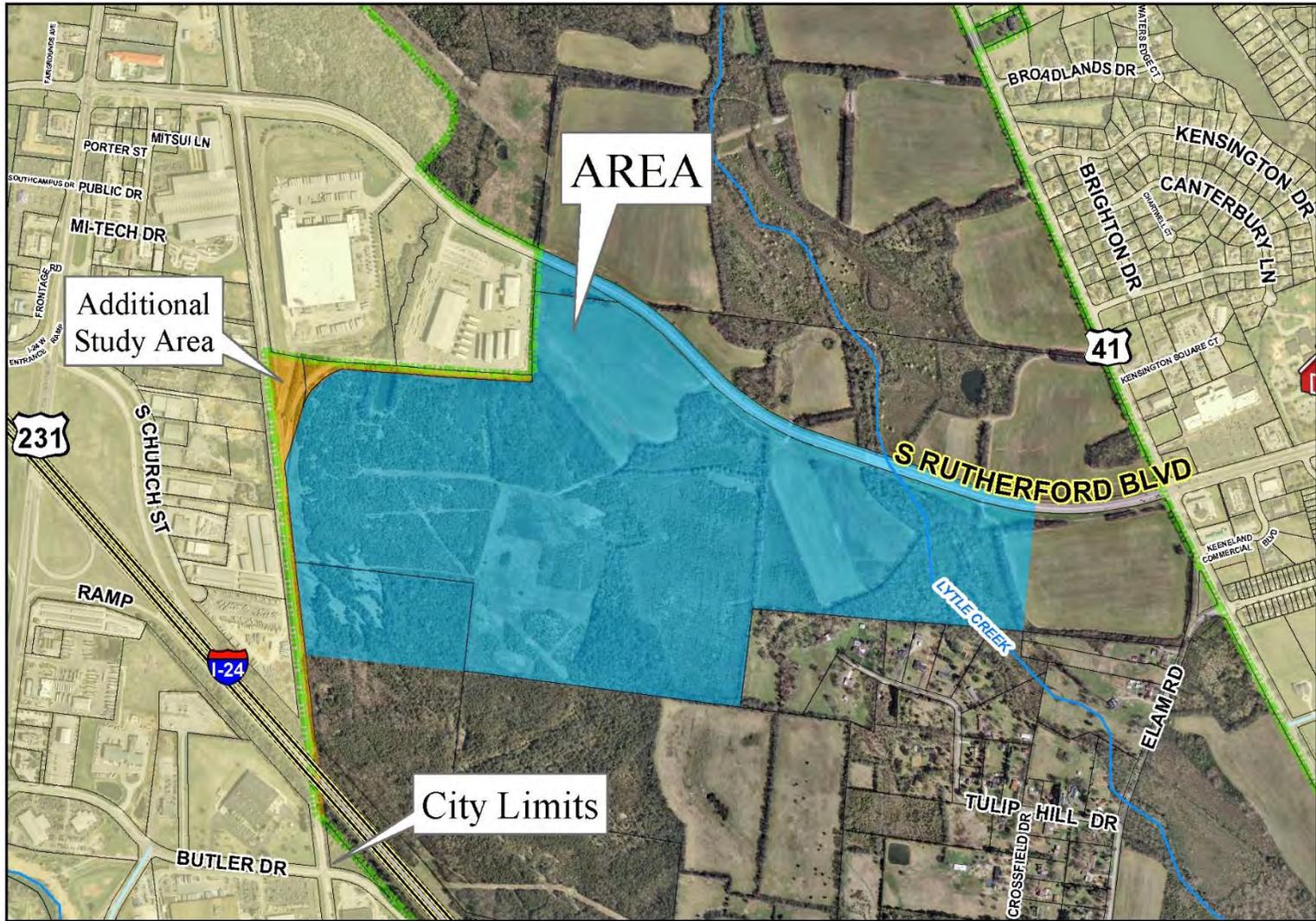
DRAWING OF PROPERTY



**ANNEXATION REPORT FOR PROPERTY LOCATED
ALONG SOUTH RUTHERFORD BOULEVARD
INCLUDING PLAN OF SERVICES**



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
October 5, 2016



Annexation Request for Property Along
S. Rutherford Blvd.



Path: G:\planning\annex\hooverprop8_2016ortho.mxd



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

INTRODUCTION

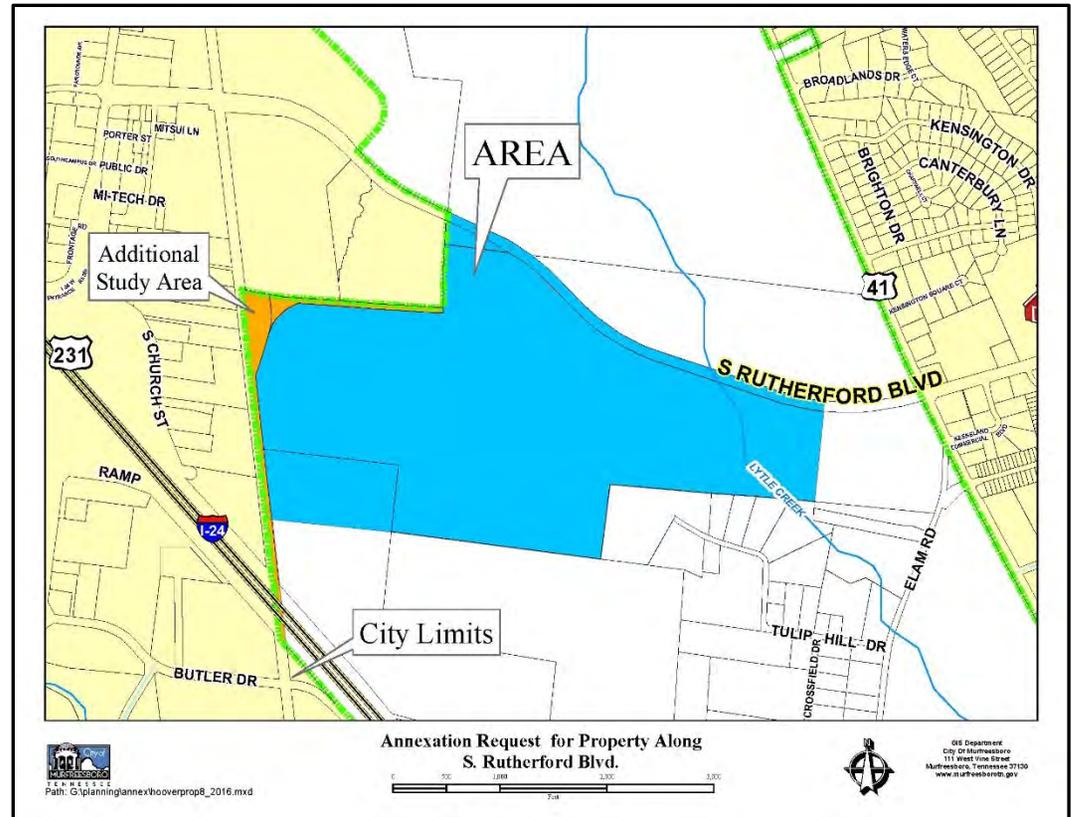
OVERVIEW

The applicant, FedEx Corporation, has requested annexation of property located along the south side of South Rutherford Boulevard.

The area studied in this Plan of Services includes: a 199.1-acre portion of a 459-acre parcel (Tax Map 112, Parcel 2.00); a 17.4-acre portion of a 72-acre parcel (Tax Map 113, Parcel 13.00); a 1.6-acre parcel (Tax Map 112, Parcel 1.00); and an adjacent 4,000-linear foot, eight-acre portion of right-of-way along South Rutherford Boulevard. (Note: All acreages are approximate.)

Additionally, a 2.5-acre parcel (Tax Map 113, Parcel 11.05) and a 3,300-linear foot, 6.6-acre portion of right-of-way along the CSX railroad located west of the study area are included in the plan of services. These properties constitute the “additional study area” shown on the adjacent map. (Note: All acreages are approximate.)

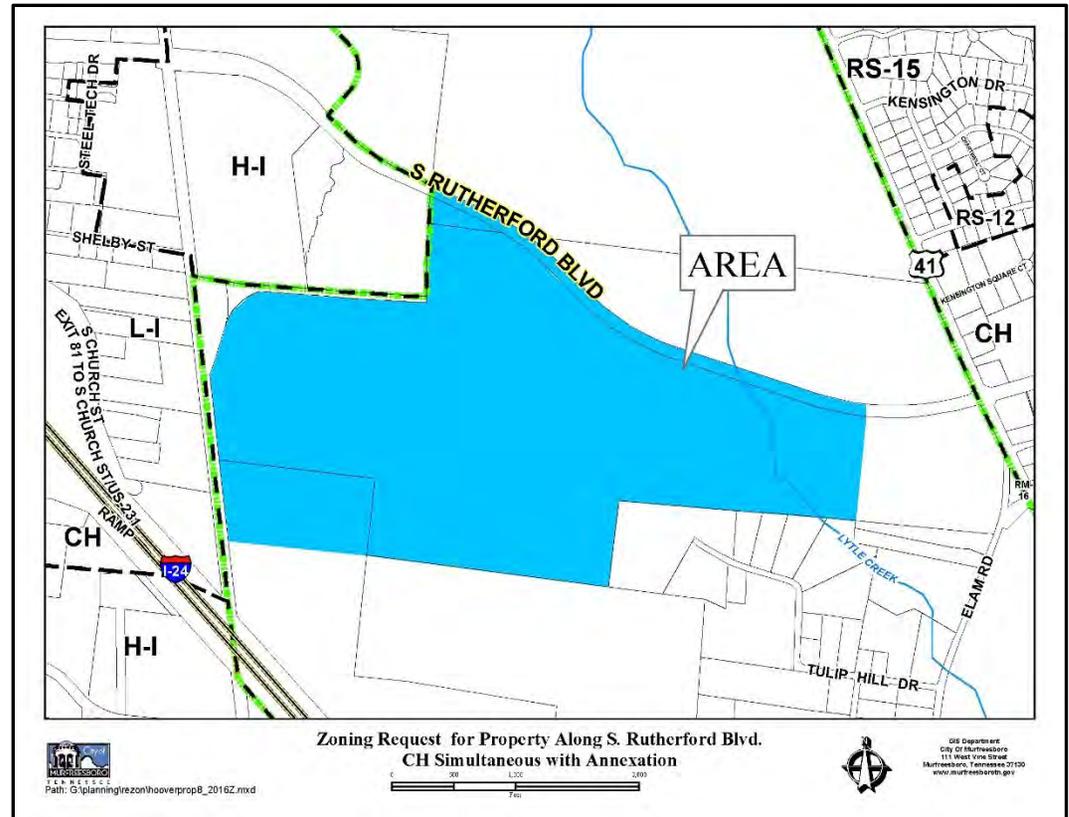
The study lies within the City of Murfreesboro’s Urban Growth Boundary and borders the City on the west and northwest. Adjacent areas to the northeast, south, and east lie within the unincorporated County.



CITY ZONING

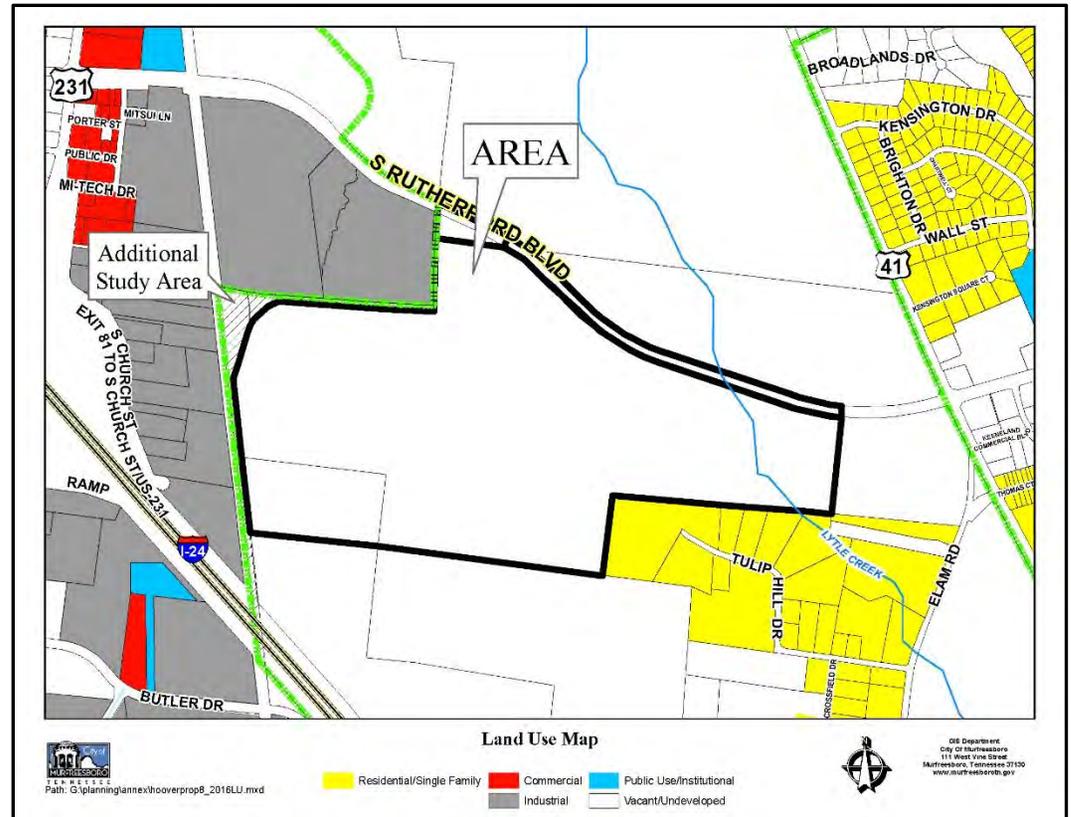
The applicant has requested rezoning to CH (Highway Commercial District) simultaneous with annexation. The study area is presently zoned RM (Residential – Medium Density) in the County.

The adjacent property to the northwest of the study area is located within the City and is zoned H-I (Heavy Industrial District). Adjacent properties to the west of the study area are also located within the City and are zoned L-I (Light Industrial District). Adjacent properties to the northeast, south, and east of the study area are located within the unincorporated County and are zoned RM.



PRESENT AND SURROUNDING LAND USE

The study area is presently vacant. Adjacent properties to the west and northwest and presently used for industrial purposes. A single-family residential subdivision adjoins the study area on the southeast. Other adjacent properties on the northeast, south, and east are presently vacant.



TAXES AND REVENUE

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

Table I
Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Tommy Hoover et al.	199.1	\$393,370	N/A	\$98,342	\$1,249
Elizabeth L. Clark	17.4	\$9,451	N/A	\$2,363	\$30
James Allen Huskey et ux.	2.5	\$365,500	N/A	\$146,200	\$1,857
Derryberry Bettie	1.6	\$3,938	N/A	\$984	\$13
Total	220.5	\$772,259	N/A	\$247,889	\$3,149

These figures are for the property in its current state. Note that the Tommy Hoover et al. property includes a total of 459 acres; however, the study area includes only a 199.1-acre portion of the property. All figures for the Tommy Hoover et al. property are based on the 43.38 percent share of the property's area included in the study area. The Elizabeth L. Clark property includes a total of 72 acres; however the study area includes only a 17.4-acre portion of the property. All figures for the Elizabeth L. Clark property are based on the 24.17 percent share of the property's area included in the study area. The Bettie Derryberry property includes a total of 250 acres; however, the study area includes only a 1.6-acre portion of the property. All figures for the Bettie Derryberry property are based on the 0.65 percent share of the property's area included in the study area.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #7.

ELECTRIC SERVICE

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

STREET LIGHTING

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

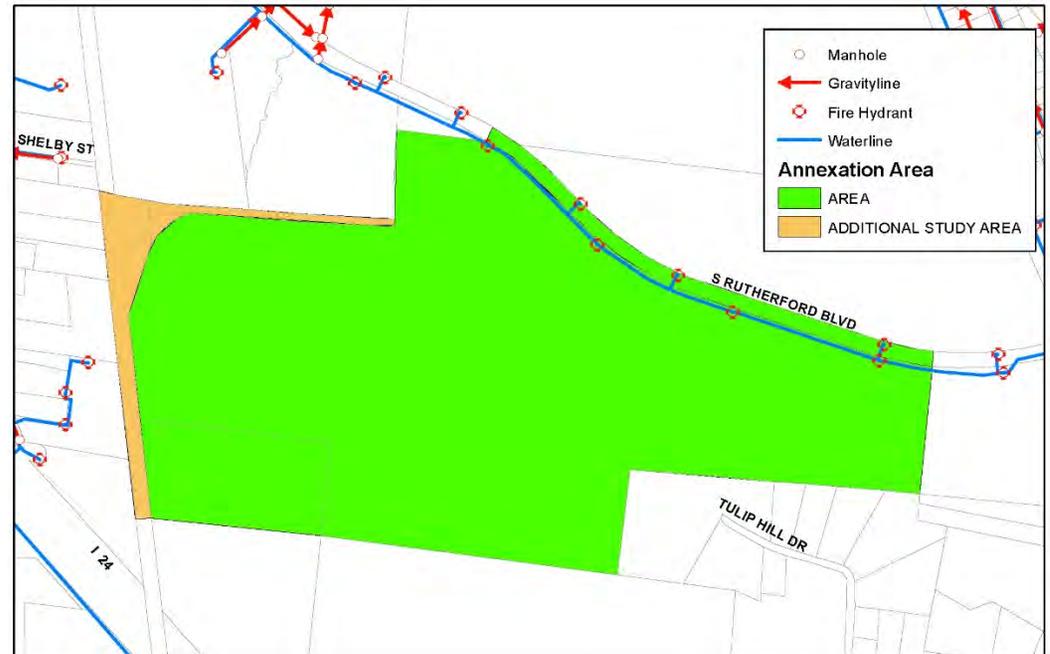
STREETS AND ACCESS

The study area currently has access to South Rutherford Boulevard, a major arterial, on the north. Upon annexation, the 4,000-linear foot portion of South Rutherford Boulevard included in the study area will become the responsibility of the City of Murfreesboro. Any future development of the study area should include a public roadway extension to the south with an intersection on Rutherford Boulevard approximately 500 feet west of Lytle Creek. Additionally, turn lane improvements may be required as part of any future development. Any future public roadway facilities serving the study area must be constructed to City standards.

WATER SERVICE

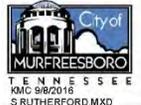
The study area lies within Murfreesboro Water and Sewer Department's (MWSD) service area. The study area is presently served by a 16-inch water line which runs along the south side of South Rutherford Boulevard. Should any new uses be proposed on the property, the developer/owner shall submit a Water Availability Request to MWSD.

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



MURFREESBORO WATER AND SEWER DEPARTMENT

Annexation Request for South Rutherford Blvd.

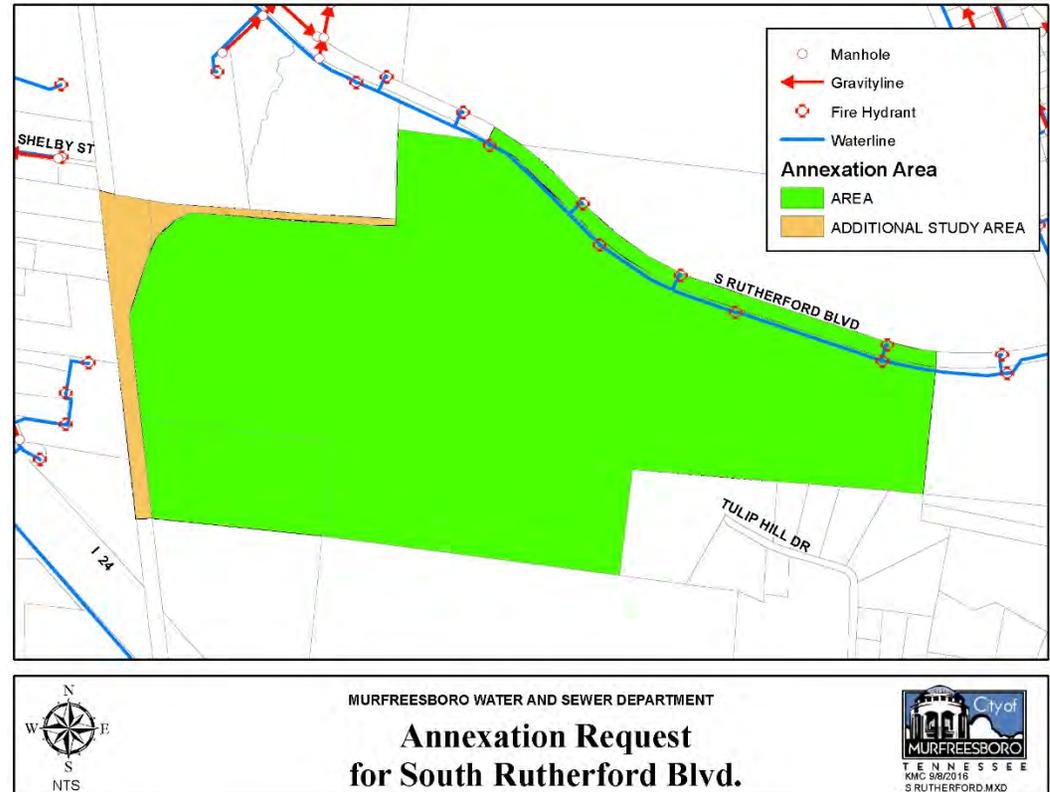


SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." Sanitary sewer can be extended to the study area in one of three ways, all of which require the acquisition of easements from neighboring property owners: 1) extend sewer from the Murfree and Derryberry properties east parallel to the northern right of way on South Rutherford Boulevard and bore to the south side of the study area; 2) extend sewer south and east from the Huskey Truss property to the study area; or 3) extend sewer from the Huskey Truss and Derryberry properties east parallel to the southern right-of-way of South Rutherford Boulevard to the study area.

The developer should anticipate working with MWSD on a proposed route for the Lytle Creek Interceptor Extension. Easements will be required for this future extension.

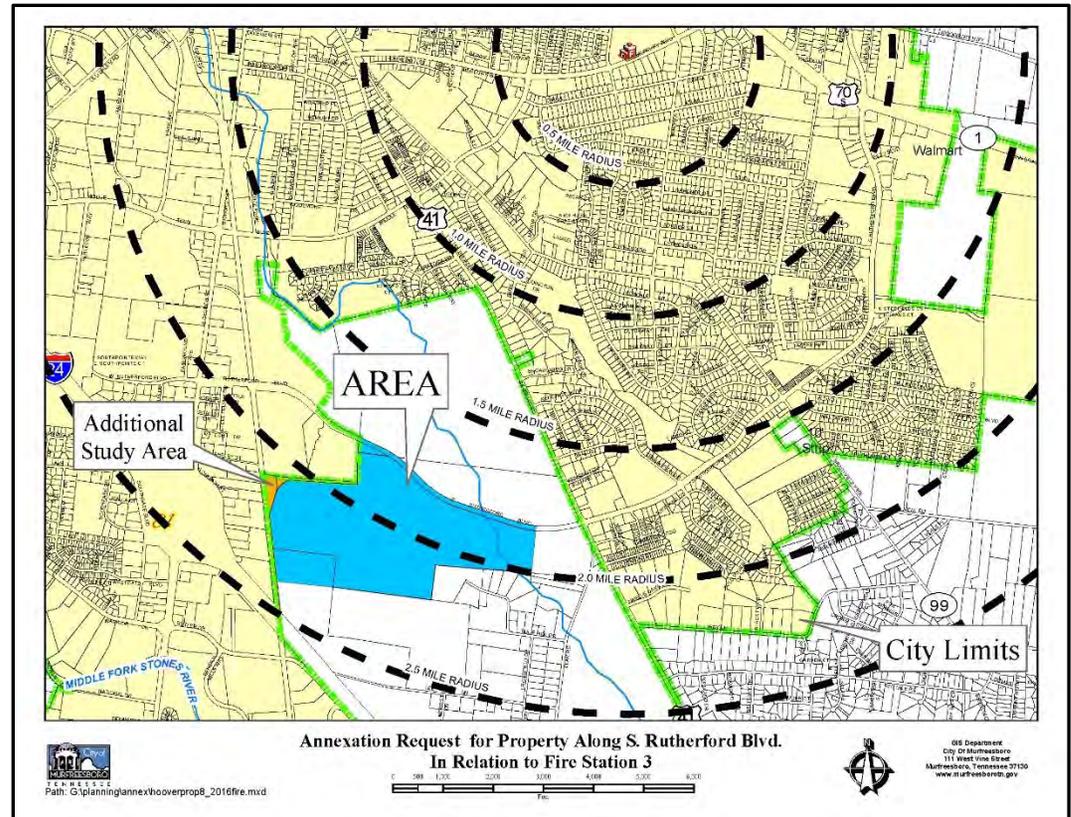
All sewer main improvements and easements needed to serve the subject properties are to be acquired and installed by the developer in accordance with MWSD's development policies and procedures. The red lines on the adjacent map represent existing sewer lines.



FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). The MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water and Sewer Department (MWSD) policies and procedures.

The closest fire station to the subject tract is Fire Station #3, located at 1511 Mercury Boulevard, 3.0 miles from the study area. MFRD headquarters, located at 202 East Vine Street, is 3.2 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

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

BUILDING AND CODES

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

RECREATION

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

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

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is located in the Black Fox Elementary school zone. However, because the study area is proposed for commercial use, any development on the area should have minimal impact on the school system.

GEOGRAPHIC INFORMATION SYSTEMS

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

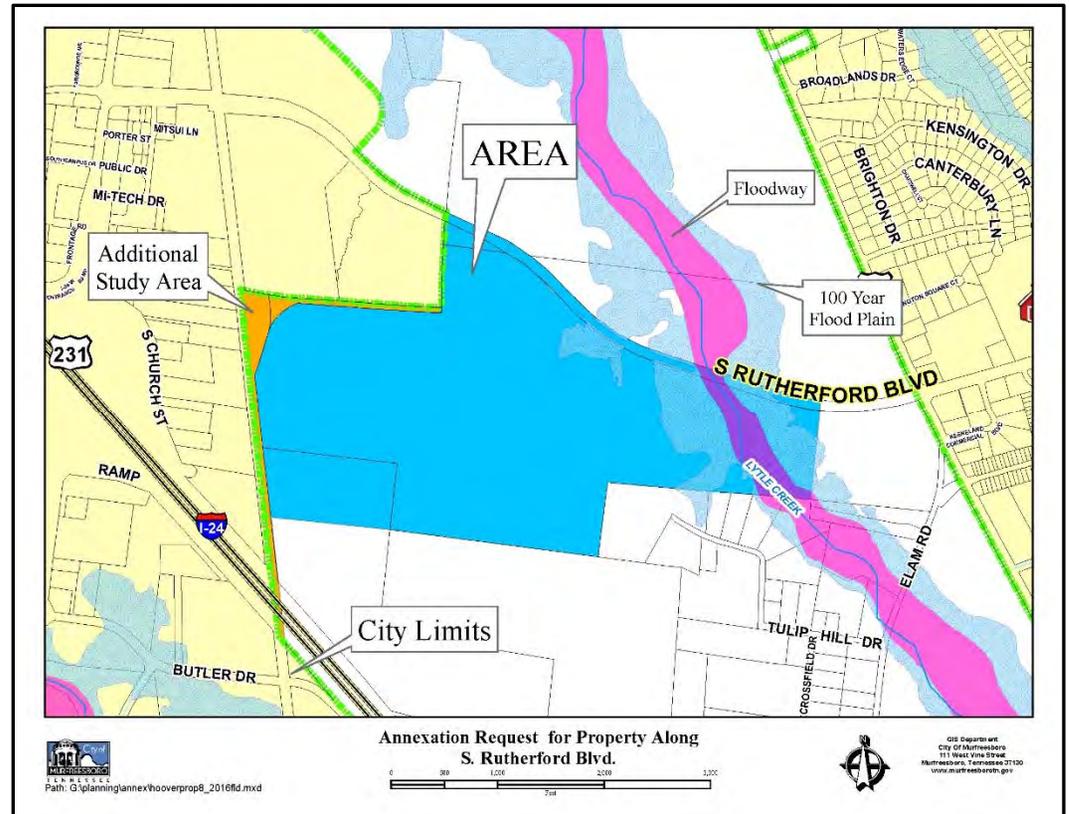
PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

FLOODWAY

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

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

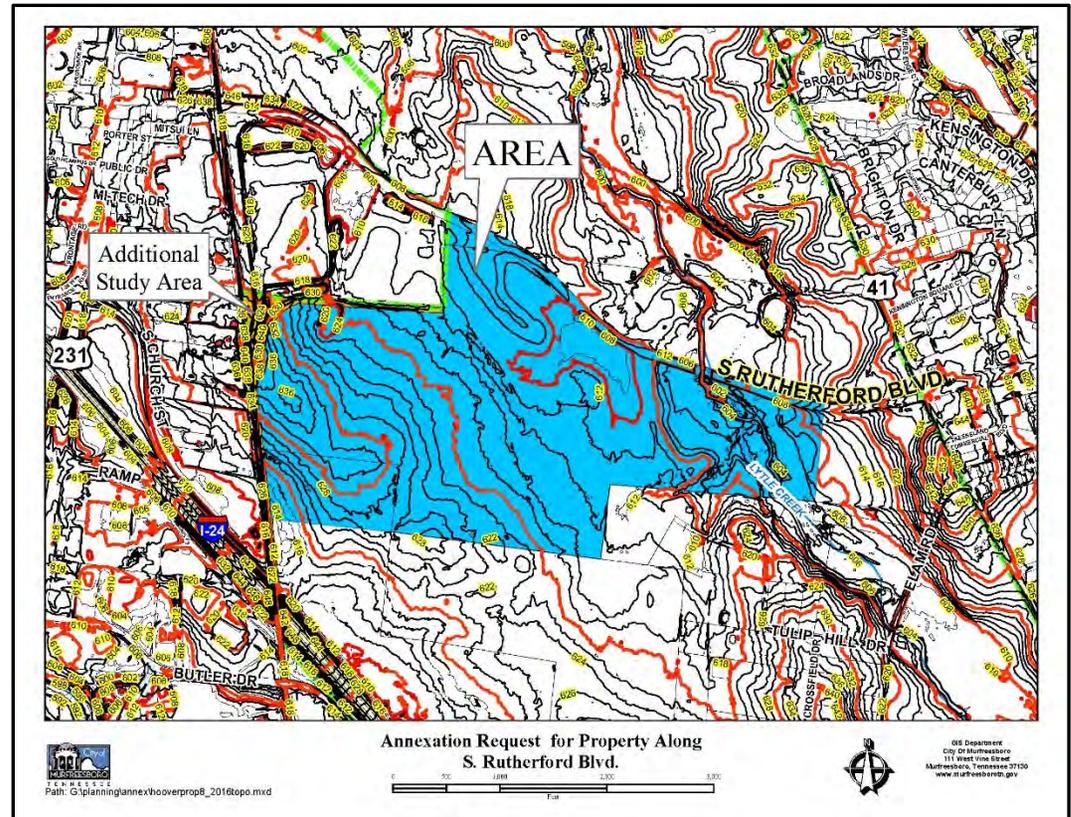


DRAINAGE

The eastern portion of the study area drains to Lytle Creek, while the central portion of the study area drains northward to an existing cross drain before emptying into Lytle Creek. The southwestern portion of the study area drains to West Fork Stones River. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

New development on the property must meet the City's requirements for building in the floodplain, including properly elevating structures and preventing encroachments in the floodway. Any alterations to Lytle Creek will require appropriate state and federal permits. Any future development must include a 50-foot Water Quality Protection Area from top of bank on each side of Lytle Creek.

New development on the property must also meet overall City of Murfreesboro Stormwater Quality requirements including water quality and detention. Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed residential land use and considering applicable credits, this property has the potential to generate \$36,000 in Stormwater Utility Fees annually upon full development. The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

MEMBERS PRESENT

Bob Lamb, Chairman
Doug Young, Vice Chairman
Eddie Smotherman
Tom Clark
Ken Halliburton
Jennifer Garland
Kathy Jones

STAFF PRESENT

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

Chairman Bob Lamb called the meeting to order after determining there was a quorum. The minutes of the June 22, 2016 and August 17, 2016, Planning Commission meetings were approved as submitted.

Public Hearings

Annexation Plan of Services and annexation petition [2016-515] for approximately 236.8 acres located along South Rutherford Boulevard, Thomas Hoover, Elizabeth Clark, Etal.

applicants. Mr. Matthew Blomeley distributed a revised illustration map for this annexation request. Mr. Blomeley explained the reason for the changes made were due to the applicant not being able to secure a particular portion of property along the northern property line. The northern property had been advertised with this annexation request. Therefore, Staff would like to recommend removing the northern property from this annexation request.

Continuing, Mr. Blomeley began describing the requested property located along the south side of South Rutherford Boulevard east of the CSX railroad tracks and west of Southeast Broad Street. It is undeveloped properties totaling approximately 218.9 acres, which are all located within the City's Urban Growth Boundary and are contiguous with the existing City limits. Written petitions requesting annexation have been filed by the owners of two (2) of the parcels. The applicant has

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

been investigating the possibility of acquiring the 1.6-acre parcel adjacent to Huskey Truss owned by Derryberry; however, no annexation petition for this parcel had been received. Staff has not received an annexation petition for the Derryberry parcel prior to this, therefore, it is recommended that this parcel be removed from the annexation.

In addition to the requested property, approximately 4,000 linear feet of South Rutherford Boulevard right-of-way had been included in the annexation study. Also included is approximately 6.6 acres of CSX right-of-way and a 2.5-acre parcel owned by James Huskey that contains the spur line for Huskey Truss. This brings the total acreage being studied up to 236.8. Staff has contacted both CSX and Huskey Truss about petitioning the City for annexation of their parcels, because both parcels would be mostly surrounded by the City limits if the requested property is annexed. The applicant has been in contact with Huskey Truss and has made known that Huskey Truss would provide a petition for annexation. At this time Staff recommends keeping the two additional study areas with this annexation request.

Staff has prepared a plan of services that had been provided in the agenda packet. The plan of services indicates that the City would be able to provide services to the subject property if annexed. A zoning request to have the property zoned CH (Commercial Highway District) simultaneous with annexation has also been filed. As an aside, the additional study area parcels are zoned residential in the County and would come into the City with an interim RS-15 (Single-Family Residential 15 District) zoning classification, if annexed.

Chairman Bob Lamb wanted clarification on the advertisement for the portion of property that is being considered removing. He feels it would be good planning to keep this property with the request; because, it would keep the entire area of South Rutherford Boulevard in the city limits of Murfreesboro. Mr. Blomeley explained it could take several months to secure a written petition for annexing this particular property. Mr. David Ives made known without a written petition it could remain as part of the study area; however, unless there is a change of ownership, the City

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

could not annex the small triangle property. Mr. Ives commented, it is bad planning, but it is the result from the action of State Legislature.

Mr. Eddie Smotherman requested for the right of way of Rutherford Boulevard be annexed into the City limits so it does not create an island, such as a ten-foot strip. This would keep the entire roadway in the City limits for all emergency provisions. This would prevent any confusion for those regarding emergency response. Mr. David Ives commented, the road right of way could be studied further for consideration; however, the City could not include the property that has not provided a signed annexation petition. Chairman Lamb asked for Mr. David Ives provide the information for a right of way/ten (10) foot strip to be presented at City Council for this request, Mr. Ives answered, he would provide the requested information.

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

Ms. Kathy Jones made a motion to approve the Annexation Plan of Services, annexation petition, the original advertisement notice that had been posted for this request and all staff comments, seconded by Mr. Doug Young. The motion carried by unanimous vote in favor.

Zoning application [2016-446] for approximately 227.7 acres located along South Rutherford Boulevard to be zoned CH simultaneous with annexation, FedEx Ground applicant. Mr. Matthew Blomeley began by describing the requested property located along the south side of South Rutherford Boulevard east of the CSX railroad tracks and west of Southeast Broad Street. It is undeveloped and consists of portions of three (3) existing parcels, totaling approximately 218.9 acres. In addition, Lytle Creek and its floodway are located in the eastern portion of the requested property. (The 8.8 acres of right-of-way included in the annexation brings the total acreage for the zoning request to 227.7 acres.) The applicant has requested a zoning classification of CH (Commercial Highway District) simultaneous with annexation. (Note: If the

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 5, 2016**

4.b. Zoning application [2016-446] for approximately 227.7 acres located along South Rutherford Boulevard to be zoned CH simultaneous with annexation, FedEx Ground applicant.

The requested property is located along the south side of South Rutherford Boulevard east of the CSX railroad tracks and west of Southeast Broad Street. It is undeveloped and consists of portions of three (3) existing parcels, totaling approximately 218.9 acres. In addition, Lytle Creek and its floodway are located in the eastern portion of the requested property. The previous item on the agenda was the annexation petition and plan of services. (The 8.8 acres of right-of-way included in the annexation brings the total acreage for the zoning request to 227.7 acres.) The applicant has requested a zoning classification of CH (Commercial Highway District) simultaneous with annexation. (Note: If the 1.6-acre Derryberry property is removed from the annexation, it will also be removed from this zoning request.)

Facilities for Huskey Truss and Southern Container are located to the northwest of the subject property and are zoned H-I (Heavy Industrial District). CSX railroad right-of-way borders the subject property on its west side. Further to the west are a variety of commercial uses zoned L-I (Light Industrial) located along the South Church Street frontage road. Directly to the south of the subject property are several large undeveloped tracts that are currently zoned RM (Medium Density Residential) in the unincorporated County. Also to the south are a number of existing single-family residential homes located along Tulip Hill Drive in the unincorporated County. To the east, also zoned RM in the unincorporated County, is the undeveloped remainder of one of the subject parcels. To the north, across South Rutherford Boulevard, is another large undeveloped tract zoned RM in the unincorporated County.

The applicant, FedEx Ground, wishes to develop a new 947,842 square-foot distribution center on the subject property. This use is classified as "warehousing and transporting" in the Zoning Ordinance. This use is permitted by right in the CH zone. The applicant has submitted for Planning Commission site plan review even though the annexation and zoning requests have not yet been approved. Any approval of the site plan will be subject to the annexation of the property and its zoning to CH. The design team will be submitting a traffic study for Staff to review as a function of the site plan review process and Staff expects road improvements to be required in conjunction with this development. In addition, the design team is aware that there are existing single-family homes to the south of the subject property, and they have indicated in their application materials a willingness to exceed minimum buffering requirements along these property lines.

A neighborhood meeting has been scheduled for 6:00 PM on October 3rd at Patterson Park Community Center.

The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



41

S-RUTHERFORD-BEVD

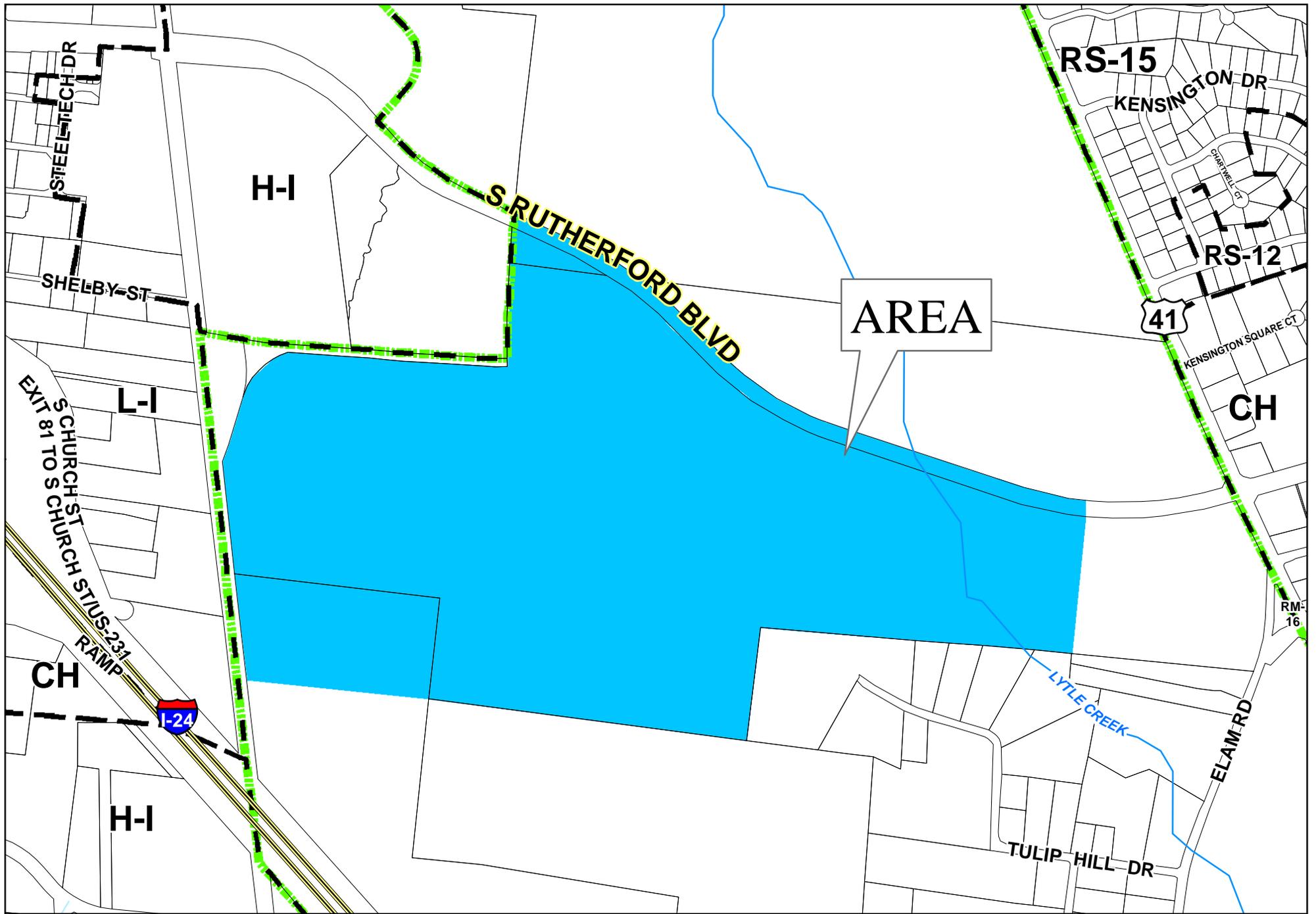
Site

231

I-24

I-24

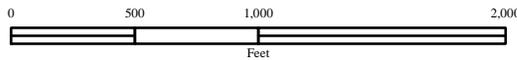




**Zoning Request for Property Along S. Rutherford Blvd.
CH Simultaneous with Annexation**



Path: G:\planning\rezon\hooverprop8_2016Z.mxd



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

REZONING APPLICATION FORM



T E N N E S S E E

Creating a better quality of life

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

RECEIVED
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BY: _____

REZONING APPLICATION FORM
\$600.00 per application

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: FedEx Ground & Stantec Consulting Services

Address: 601 Grassmere Park Rd #22 City/State/Zip: Nashville, TN 37211

Phone: 615-440-0225 E-mail address: cherie.akers@gmail.com

PROPERTY OWNER: 1Tommy Hoover Etal & 2Elizabeth Clark

Street Address or
property description: 1P.O. Box 400 Lavergne, TN 37086
25056 Sulphur Springs Rd, Murfreesboro, TN 37129

and/or Tax map #: 112 & 113 Group: n/a Parcel (s): 002.00 & 013.00

Existing zoning classification: RM - Rutherford

Proposed zoning classification: CH-Hwy Commercial Acreage: 217 +/- acres (200.18 & 17.11 acres)

Contact name & phone number for publication and notifications to the public (if different from the applicant): Cherie Akers, AICP

E-mail: cherie.akers@stantec.com/615-885-1144 (office) or 615-440-0225 (cell)

APPLICANT'S SIGNATURE (required): *Cherie Akers*

DATE: 9/1/2016

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

Date received: _____ MPC YR.: _____ MPC #: 201644ce/515

Amount paid: 600 Receipt #: 914975ch#

Receipt 364037 Revised 1/2010
A-294 APPENDIX A - PLANNING COMMISSION INFO & FORMS



September 1, 2016

Attention: Mr. Gary Whitaker
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, Tennessee 37130

Reference: Annexation and Rezoning Request
Described as Tax Map #112, Parcel 002.00 (200+/- acres) and Tax Map # 113, Parcel 013.00 (17 +/-acres) located on South Rutherford Boulevard in Rutherford County, Tennessee

Dear Mr. Whitaker:

On behalf of our client, the Contract Purchaser, FedEx Ground, and the property owners, Tommy Hoover etal, and Elizabeth Clark, we hereby request the annexation and rezoning of approximately 217+/- acres of property located on Tax Map #112, Parcel 002.00 (200 acres) and Tax Map #113, Parcel 013.00 (17 acres). The subject properties are currently zoned RM in the County. We respectfully request a rezone from RM to the Highway Commercial (CH) Zoning District in the City of Murfreesboro. The subject properties are depicted on the attached location and zoning map. In addition, a summary of the request and project is also provided.

Thank you in advance for considering our request.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Cherie Akers, AICP
Senior Planner/Associate
Phone: (615) 885-1144
Cherie.Akers@stantec.com

Attachment: Existing Location & Zoning Map





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BY:

Murfreesboro Hub – FedEx Ground Annexation and Rezoning

NARRATIVE/JUSTIFICATION STATEMENT

FedEx Ground, the contract purchaser is requesting an Annexation and Rezoning of approximately 217+/- acres from Residential Medium (RM- Rutherford County) to Commercial Highway (CH) in order to develop a distribution/warehouse hub in Murfreesboro, Tennessee.

PROJECT SUMMARY

The subject property is comprised of approximately 217+/- acres of undeveloped land located on the south side of South Rutherford Boulevard, approximately 0.25 miles west of the intersection of SE Broad Street and S Rutherford Boulevard in Rutherford County, Tennessee. The subject property is identified by Rutherford county tax map & parcel id's 112-00200 & 113-01300. (See Attached Location Map). The subject property is located within the unincorporated area Rutherford County, however, it is within the Murfreesboro Urban Growth Boundary.

FedEx Ground desires to develop the subject property as a FedEx Ground Hub and the building envelope of the proposed distribution center will have an area of 947, 842 square feet once fully built out. **The applicant is requesting an Annexation and Rezoning from RM to CH in the City of Murfreesboro in order to develop the property as a distribution/warehouse facility for FedEx Ground.**

CURRENT LAND USE & ZONING

The subject property is currently designated as Medium Density Residential (RM) under Rutherford County's jurisdiction. The RM district primarily permits single family detached dwellings and accessory structures. The RM district allows for community facilities, public utilities, and agricultural activities. The current Rutherford County Zoning of RM does not permit the proposed development. As a result, the Applicant is requesting to Annex the property into the City of Murfreesboro and Rezone the property to allow for the proposed development. Pursuant to the Murfreesboro Zoning Ordinance, the proposed distribution center is permitted in the Highway Commercial (CH) and Industrial zoning districts. (see attached current zoning map)

The subject property is located within an area that is characterized by a mix of residential and industrial land uses. A few small subdivisions and single family homes exist southeast of the project site. More specifically the adjacent land uses are as follows:

	Zoning	Current Land Use
NORTH	RM – Rutherford H-I - Murfreesboro	Residential & Industrial (Huskey Truss & Building Supply)
SOUTH	RM - Rutherford	Residential
EAST	RM - Rutherford	Vacant
WEST	H-I - Murfreesboro	Industrial

A rezoning of the Subject Property to the Highway Commercial (CH) District would be consistent with the existing zoning in the immediate vicinity. Additional buffering and screening will be provided along the South Property line to ensure protection of the residential zoned property located to the south.



Electric

Electricity in Rutherford County is typically provided by Middle Tennessee Electric Membership Corporation. Power lines are located on the southern side of the road in South Rutherford Boulevard ROW.

PROPOSED DEVELOPMENT

The Applicant, FedEx Ground anticipates developing a FedEx Ground Hub (distribution center) on the subject property. A Conceptual Site Plan has been provided as a courtesy in order to acquire preliminary comments from City Staff in the anticipation of submitting a full set of Site Plans (drainage, landscape, stormwater, etc.) with the City on September 29, 2016.

The new FedEx Ground Murfreesboro facility will operate as a small-package distribution facility. Vans and tractor-trailers will bring packages to the facility. The packages will be unloaded onto conveyor belts, sorted based off destination, and then loaded onto vans and trailers to be delivered to the next destination.

The building envelope of the proposed distribution center will have an area of 947,842 square feet at full built out. The height of the building is 53'. Phase One will commence in 2018 and includes approximately 791,081 square feet of building and associated truck and auto parking, the remaining 156,761 square feet will be built in Phase II, approximately 3-5 years later.

Primary access to the site is provided via S. Rutherford Boulevard. This entryway allows for vehicular and tractor trailer access. A second entrance is provided for on the boulevard for employee entrance just south of the main access drive. In addition, a future access point further east on S. Rutherford Boulevard is shown as well on the conceptual plan. At full phase build out, approximately 962 parking spaces, including tractor-trailer, and van vehicles spaces will be accommodated on the overall site.

The required setbacks for the CH District are provided, with the exception of the south Property line adjacent to Residential. FedEx is proposing to increase the buffer to 25'. The detailed design of this buffer will be provided with the final site plan set.

FedEx Ground respectfully requests approval of the Annexation and Rezoning from the RM to Highway Commercial (CH) District.

RECEIVED
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BY:



601 Grassmere Park Road, Suite 22
Nashville TN 37211

CLIENT
NASHVILLE FEDEX HUB

Figure No.

1

Title

VICINITY MAP

RECEIVED
SEP 01 2016

BY:



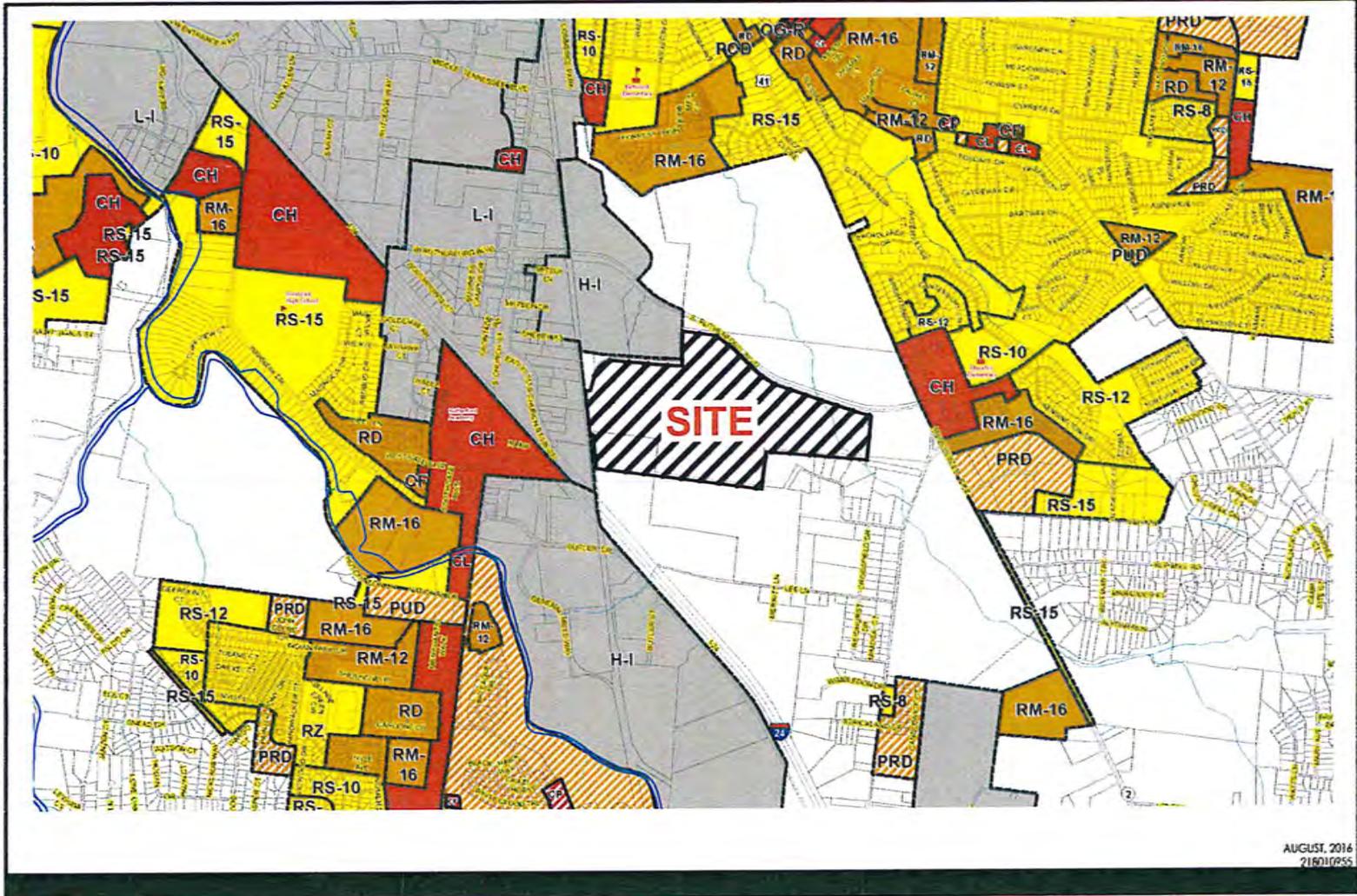
AUGUST, 2016
216710955



601 Grassmere Park Road, Suite 22
Nashville TN 37211

CLIENT
NASHVILLE FEDEX HUB

Figure No.
2
Title
AERIAL



601 Grassmere Park Road, Suite 22
 Nashville TN 37211

CLIENT
 NASHVILLE FEDEX HUB

Figure No.

3

Title

ZONING MAP

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

could not annex the small triangle property. Mr. Ives commented, it is bad planning, but it is the result from the action of State Legislature.

Mr. Eddie Smotherman requested for the right of way of Rutherford Boulevard be annexed into the City limits so it does not create an island, such as a ten-foot strip. This would keep the entire roadway in the City limits for all emergency provisions. This would prevent any confusion for those regarding emergency response. Mr. David Ives commented, the road right of way could be studied further for consideration; however, the City could not include the property that has not provided a signed annexation petition. Chairman Lamb asked for Mr. David Ives provide the information for a right of way/ten (10) foot strip to be presented at City Council for this request, Mr. Ives answered, he would provide the requested information.

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

Ms. Kathy Jones made a motion to approve the Annexation Plan of Services, annexation petition, the original advertisement notice that had been posted for this request and all staff comments, seconded by Mr. Doug Young. The motion carried by unanimous vote in favor.

Zoning application [2016-446] for approximately 227.7 acres located along South Rutherford Boulevard to be zoned CH simultaneous with annexation, FedEx Ground

applicant. Mr. Matthew Blomeley began by describing the requested property located along the south side of South Rutherford Boulevard east of the CSX railroad tracks and west of Southeast Broad Street. It is undeveloped and consists of portions of three (3) existing parcels, totaling approximately 218.9 acres. In addition, Lytle Creek and its floodway are located in the eastern portion of the requested property. (The 8.8 acres of right-of-way included in the annexation brings the total acreage for the zoning request to 227.7 acres.) The applicant has requested a zoning classification of CH (Commercial Highway District) simultaneous with annexation. (Note: If the

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

1.6-acre Derryberry property is removed from the annexation, it would also be removed from the zoning request.)

Facilities for Huskey Truss and Southern Container are located to the northwest of the subject property and are zoned H-I (Heavy Industrial District). CSX railroad right-of-way borders the subject property on its west side. Further to the west are a variety of commercial uses zoned L-I (Light Industrial) located along the South Church Street frontage road. Directly to the south of the subject property are several large undeveloped tracts that are currently zoned RM (Medium Density Residential) in the unincorporated County. Also to the south are a number of existing single-family residential homes located along Tulip Hill Drive in the unincorporated County. To the east, also zoned RM in the unincorporated County, is the undeveloped remainder of one of the subject parcels. To the north, across South Rutherford Boulevard, is another large undeveloped tract zoned RM in the unincorporated County.

The applicant, FedEx Ground, wishes to develop a new 947,842 square-foot distribution center on the subject property. This use is classified as “warehousing and transporting” in the Zoning Ordinance. This use is permitted by right in the CH zone. The applicant has submitted for Planning Commission a site plan review even though the annexation and zoning requests have not yet been approved. Any approval of the site plan would be subject to the annexation of the property and its zoning to CH. The design team has submitted a traffic study for Staff to review as a function of the site plan review process and Staff expects road improvements to be required in conjunction with this development. In addition, the design team is aware that there are existing single-family homes to the south of the subject property, and they have indicated in their application materials a willingness to exceed minimum buffering requirements along these property lines.

A neighborhood meeting had been conducted on October 3rd, at Patterson Park Community Center. There had been approximately twelve (12) property owners in attendance.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

Ms. Cherie Akers, Mr. Jack Pfeiffer & a FedEx team, were present to represent the applicant. Ms. Cherie Akers came forward making known the FedEx Flex Hub Distribution Center as being the following:

- 189.9-million-dollar investment in Murfreesboro
- 947,842 square foot building
- Within two years there would be 230 employees (41 full time, 189-part time)
- They had met with Huskey Truss to work on the details in obtaining a right of way
- Proposed, one main truck entrance located at Rutherford Boulevard
- Second entrance, SE Broad Street for employee only
- Future third access for trucks and vans located along the south of the property
- Agreed to provide a thirty-foot sewer easement that is located along Lytle Creek
- A traffic study has been submitted for staff's review and approval with the preliminary site plan
- The preliminary site plan has included landscaping, buffering and no development in the 100-year flood plain, etc.
- FedEx is committed to address anything that requires improvements to traffic safety and being more efficient for FedEx and the community.

Chairman Bob Lamb opened the public hearing.

Mr. Richard Baines 1319 Parkview Terrace - made known he did not approve or disapprove for another warehouse. However, he would like further information regarding the following:

1. Has FedEx outgrown their existing facility located in Murfreesboro
2. Are they hiring new employees or just relocating the existing employees
3. Were tax incentives used? If so, the public deserves accurate information on this investment.

Chairman Bob Lamb closed the public hearing.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

Mr. Eddie Smotherman wanted to know if this location would be the same as their existing facility on Park Avenue or would this building be larger? Would this facility be considered as a cross dock operation?

Mr. Jack Pfeiffer came forward to address the questions that had been asked. He made known the following:

- This would be a small package, delivery, hub
- There would be a significant increase in team members. Currently, they have 110 team members which include 20 full time and 90- part time.
- Full & part time employees would have benefits such as tuition reimbursement, retirement plans and health insurance.

Mr. Ken Halliburton made a motion to approve the rezoning request subject to all staff comments, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Annexation Plan of Services and annexation petition [2016-512] for approximately 77.1 acres located along Manchester Pike & Dilton Mankin Road, Mankin Family Limited Partnership applicant. Mr. Matthew Blomeley began by describing the subject property located at the northeast corner of the intersection of Manchester Pike and Dilton Mankin Road. The property totals 70.9 acres and is primarily undeveloped. However, there is a single-family residence and several agricultural outbuildings located there. A written petition had been filed by the property owner requesting annexation. The requested property is located within the City's Urban Growth Boundary. By itself, it is not contiguous with the existing City limits. In addition to the requested property, Staff had also included Manchester Pike right-of-way in front of and north of the subject property in order to make the study area contiguous with the existing City limits. Approximately 2,100 linear feet of Manchester Pike right-of-way, including a segment south of the requested parcel as well, is included in the study area as is approximately 1,800 linear feet of Dilton Mankin right-of-way. The total study area, including right-of-way, is 77.1 acres.

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 5, 2016**

- 4.j. Zoning application [2016-451] for approximately 8 acres located along South Rutherford Boulevard to be rezoned from RS-10 to RZ, Swanson Development applicant.**

The subject property is located along the west side of South Rutherford Boulevard. It is undeveloped and zoned RS-10 (Single-Family Residential 10 District). The owner of the property has requested that the property be rezoned to RZ (Zero-Lot Line Residential District).

Directly to the north of the subject property is the Rogers Estates single-family residential subdivision, which is zoned RS-10. The Carolyn Court single-family residential subdivision, also zoned RS-10, is located directly to the west of the subject property. To the south of the subject property is The Pointe at Eastdale apartment complex, which is zoned RM-16 (Residential Multi-Family 16 District). Also to the south is the Brendleton Crossing Subdivision, which is zoned RM-16 and PUD (Planned Unit District) and developed with zero-lot line attached and detached single-family homes. Directly across South Rutherford Boulevard to the east is the Stonegate single-family residential subdivision, which is zoned RS-10.

The subject property has remained vacant for a number of years under the current RS-10 zoning. The applicant has indicated that he wishes to rezone the property to RZ in order to develop the property with single-family lots that are smaller than the current RS-10 zoning allows. Because of its shape, it is difficult to estimate the number of lots that could be developed in the proposed RZ zone versus the existing RS-10 zone. In addition, no specific development plan under the proposed RZ zoning has officially been submitted by the developer. However, he has indicated that, if the property is rezoned, he plans on moving forward expeditiously with development. With respect to access, in addition to its frontage on South Rutherford Boulevard, there are two existing streets that stub into the property from the Rogers Estates Subdivision to the north -- Rutherford Street and an unnamed stub street off of Aspen Avenue.

The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



CYPRESS DR

HAVEN DR

SYCAMORE CIR

ROGERS ST

OLYMPIA PL

GREERSON DR

OBRIEN DR

RUTHERFORD ST

ASPEN AVE

OLD CASTLE DR

FOXDALE DR

BARTWAY DR

99

S RUTHERFORD BLVD

FERN DR

LISMORE DR

RANSOM DR

LYNCH DR

FLOYD AVE

BOLDEN DR

Site

WILLOW DR

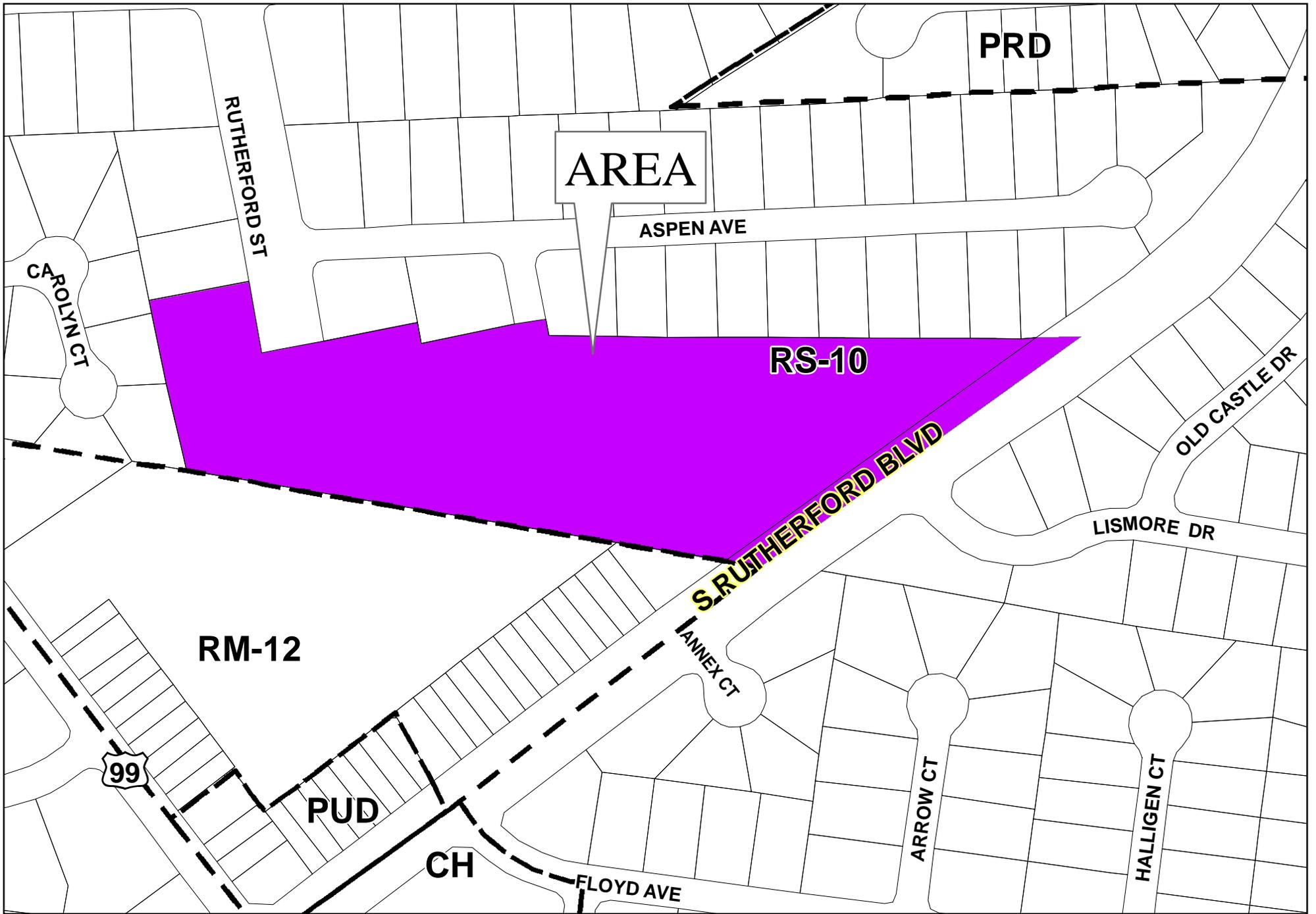
MEDFORD CAMPBELL BLVD

RUSSELL DR

LINCOYA DR

FERWALD DR

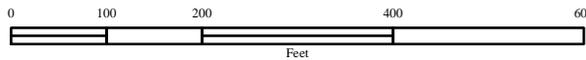




**Rezoning Request for Property Along S. Rutherford Blvd. from
RS-10 to RZ**

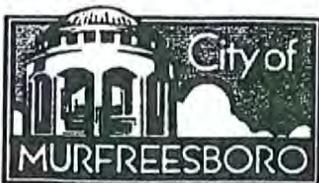


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GIS Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov

REZONING APPLICATION FORM



T E N N E S S E E

Creating a better quality of life

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

REZONING APPLICATION FORM
\$600.00 per application

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: CLYDE ROUNTREE W/ HUNDESON-STEPPE INC.
 Address: 2115 N.W. BROAD STREET City/State/Zip: MURFREESBORO, TN, 37129
 Phone: 615.893.4084 E-mail address: rountree.associates@yahoo.com

PROPERTY OWNER: DORSEY ROBINSON JR. SWANSON DEV.
 Street Address or property description: SOUTH RUTHERFORD BLVD
 and/or Tax map #: 06001 Group: _____ Parcel (s): 103
 Existing zoning classification: RS-10
 Proposed zoning classification: R2 Acreage: 8.03 AC

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

CLYDE ROUNTREE 615.509.5930
 E-mail: rountree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 9-6-10

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

Date received: _____ MPC YR.: _____ MPC #: 2010-451
 Amount paid: 1000 Receipt #: 364039

Revised 1/2010

August 26, 2016

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

Re: Rezoning Request

Described as Tax Map #06001, Parcel #103, consisting of 8.03 ac. located along South Rutherford Boulevard in Murfreesboro, TN.

Dear Mr. Whitaker:

On behalf of our client, Joe Swanson Jr., we hereby request the rezoning of the property located at Tax Map #06001, Parcels #103 consisting of 8.03 acres, currently zoned RS-10, to the new zoning of RZ as depicted in the exhibit provided. Thank you for considering our request.

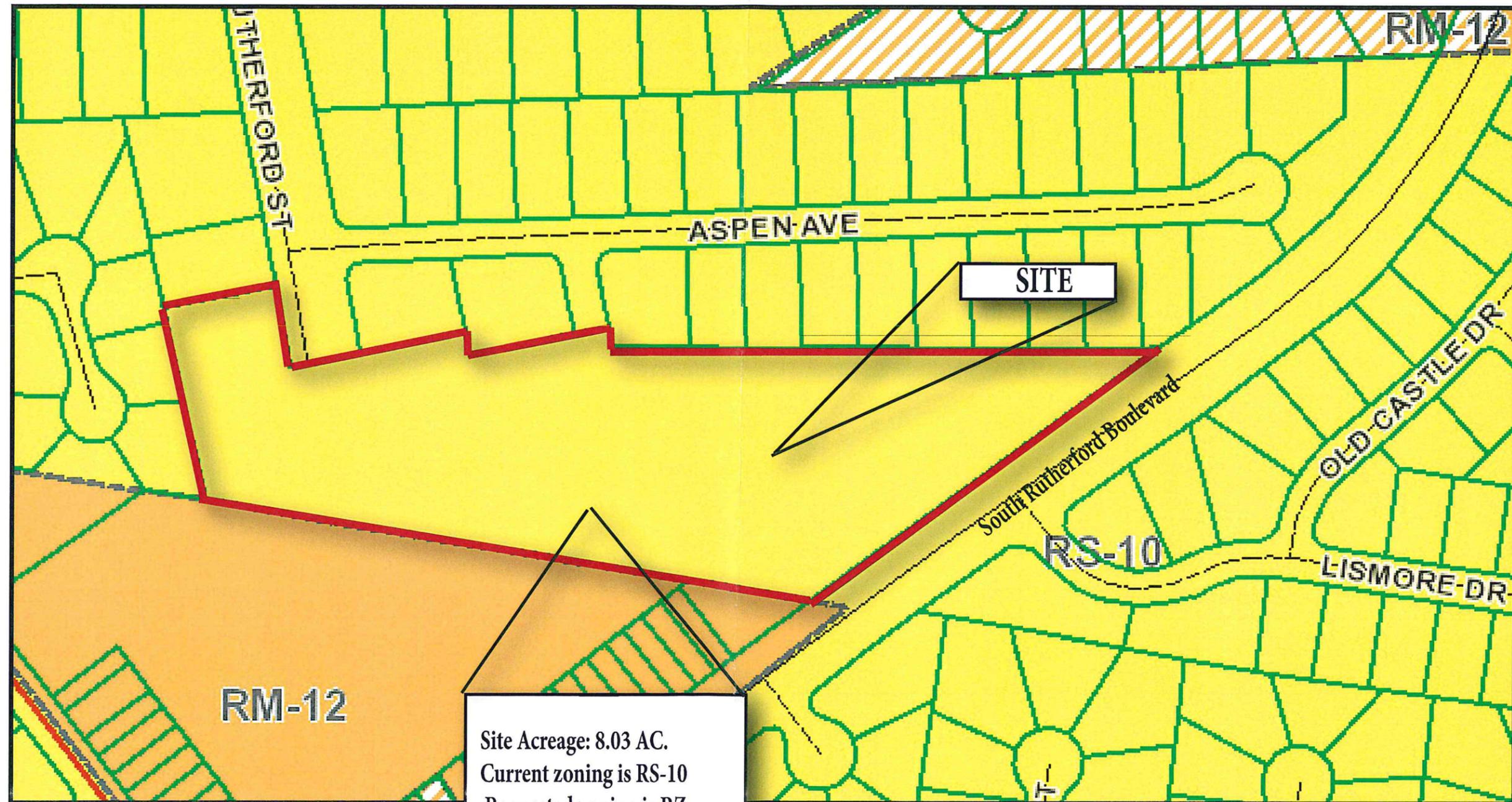
Sincerely,



Clyde Rountree, RLA

HUDDLESTON-STEELE ENGINEERING, INC.

Rutherford Crossing Zoning Exhibit



RZ Zoning is the requested zoning

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

- **Mr. Joe Swanson, Jr. 1188 Park Avenue** - requested to be deferred so he and his partner could improve the details for this property.

Mr. Eddie Smotherman made a motion, per the request from the applicant, for this request be deferred indefinitely. The developer requests to meet with City staff to continue discussion their intent with this application. After discussions with City staff the applicant would come before the Planning Commission for rezoning approval, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Zoning application [2016-451] for approximately 8 acres located along South Rutherford Boulevard to be rezoned from RS-10 to RZ, Swanson Development applicant. Mr. Matthew Blomeley began by describing the subject property located along the west side of South Rutherford Boulevard. It is undeveloped and zoned RS-10 (Single-Family Residential 10 District). The owner of the property has requested that the property be rezoned to RZ (Zero-Lot Line Residential District).

Directly to the north of the subject property is the Rogers Estates single-family residential subdivision, which is zoned RS-10. The Carolyn Court single-family residential subdivision, also zoned RS-10, is located directly to the west of the subject property. To the south of the subject property is The Pointe at Eastdale apartment complex, which is zoned RM-16 (Residential Multi-Family 16 District). Also, to the south is the Brendleton Crossing Subdivision, which is zoned RM-16 and PUD (Planned Unit District) and developed with zero-lot line attached and detached single-family homes. Directly across South Rutherford Boulevard to the east is the Stonegate single-family residential subdivision, which is zoned RS-10.

The subject property has remained vacant for a number of years under the current RS-10 zoning. The applicant has indicated that he wishes to rezone the property to RZ in order to develop the property with single-family lots that are smaller than the current RS-10 zoning allows. Because of its shape, it is difficult to estimate the number of lots that could be developed in the proposed

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

RZ zone versus the existing RS-10 zone. In addition, no specific development plan under the proposed RZ zoning has officially been submitted by the developer. However, he has indicated that, if the property is rezoned, he plans on moving forward expeditiously with development. With respect to access, in addition to its frontage on South Rutherford Boulevard, there are two existing streets that stub into the property from the Rogers Estates Subdivision to the north -- Rutherford Street and an unnamed stub street off of Aspen Avenue.

Mr. Joe Swanson, Jr. was in attendance for the meeting.

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

Mr. Eddie Smotherman wanted to know if the increase in density would include green space for amenities, such as walking trails, retention/detention ponds, that would protect the surrounding neighborhoods. Mr. Blomeley stated when a preliminary plat is submitted, the Engineering Department would review to make certain the type of features that would be required to address all stormwater drainage. There would not be any stormwater run off onto the existing neighbors. Last, a tract this size would have limited ability to achieve any amenities with the development.

Mr. Eddie Smotherman made a motion to approve subject to all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 5, 2016**

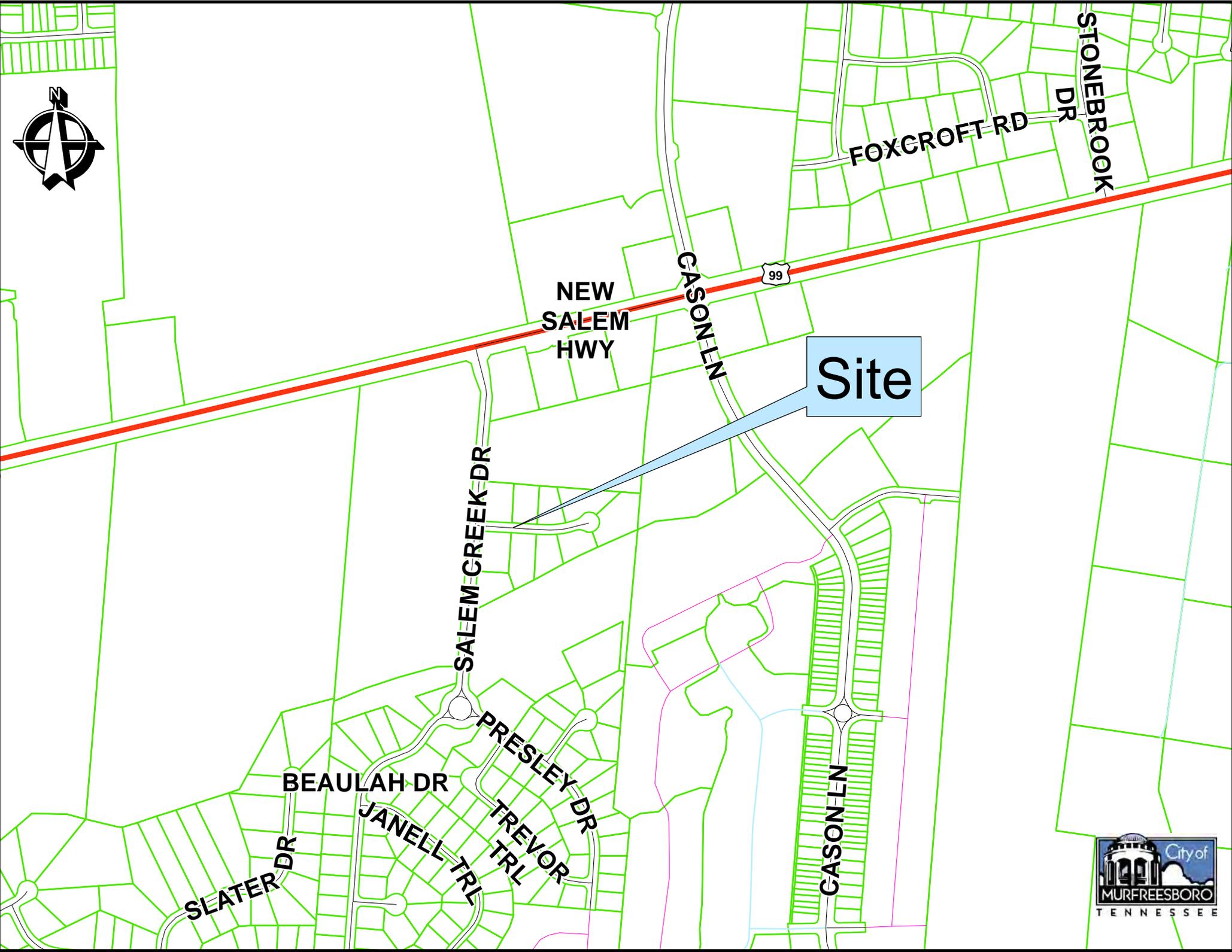
- 4.g. Zoning application [2016-452] for approximately 6.6 acres located along Salem Creek Drive to be rezoned from OG to PRD (Ashton at Salem Creek), David Alcorn applicant.**

The subject area consists of 9 lots located along Salem Creek Court and Salem Creek Drive. The properties to the north are zoned CF (Commercial Fringe District); Salem Creek Church of Crist is contiguous to this property on the north side. The properties to the east are zoned CF and PRD (Planned Residential District). The properties to the south are zoned OG (General Office District) and RS-12 (Single-Family Residential District). The property the east is zoned RS-15 and is the location of the Fellowship Methodist Church.

The proposed PRD is to allow 42 multi-family, townhouse dwelling units on 6.6 acres, for a density of 6.4 d.u./acre. The units that front along Salem Creek Drive will have rear access garages while the units located along Salem Creek Court will have front entry garages. The applicants are requesting a reduced front yard setback (25') for five units. Salem Creek and its floodplain are located on the subject area.

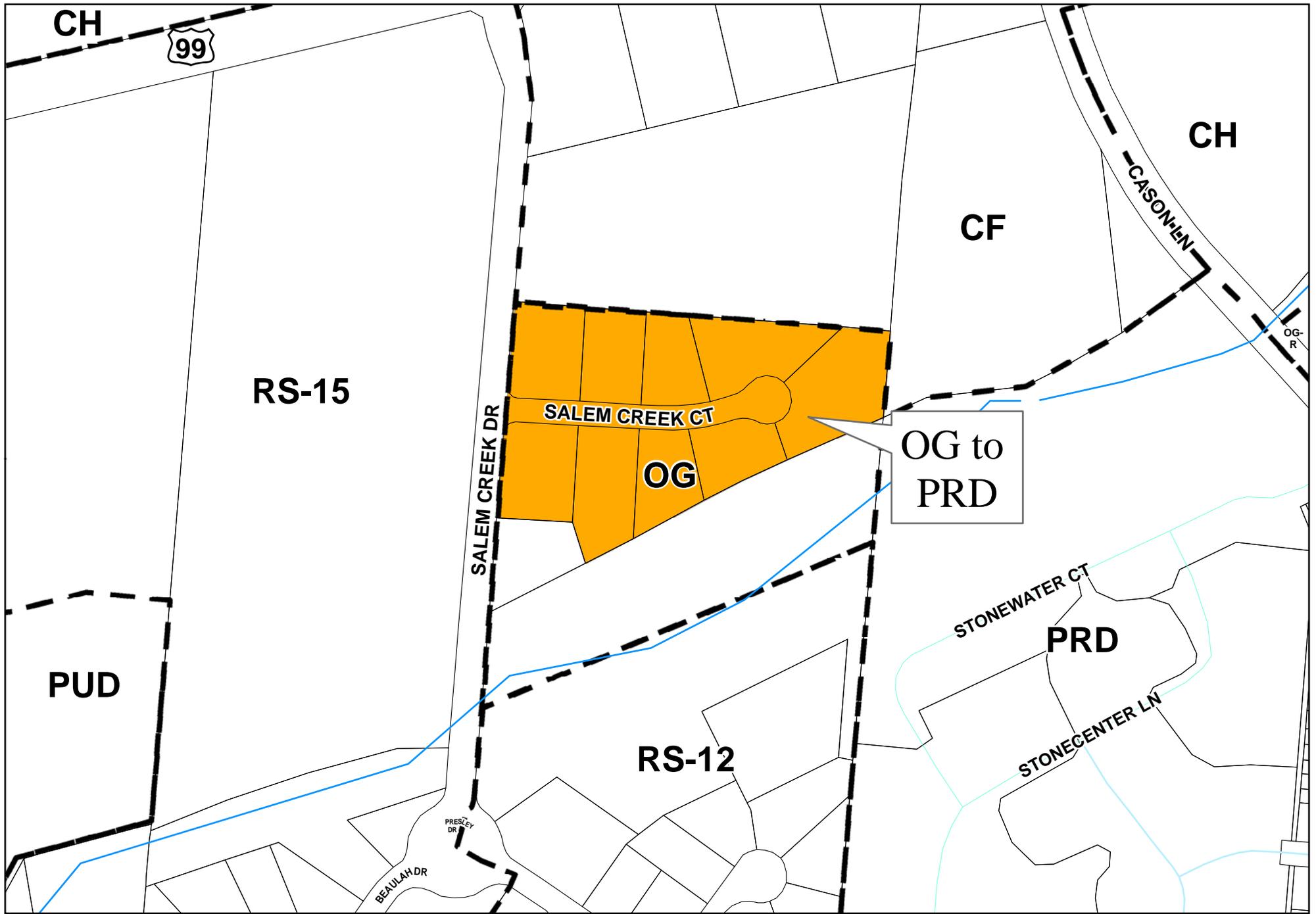
A neighborhood meeting has been scheduled for 6:00 PM on October 4th at Fellowship United Methodist Church.

A copy of the program book has been included in the agenda materials. The applicants will be available to make a presentation regarding the proposed zoning. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



Site

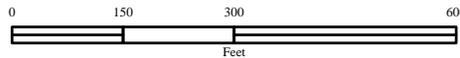




**Rezoning Request for Property Along Salem Creek Dr.
from OG to PRD**



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



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

Ashton at Salem Creek

PLANNED RESIDENTIAL DEVELOPMENT

SHEET INDEX

1. DEVELOPMENT TEAM
2. PROJECT SUMMARY
3. ZONING MAP
4. EXISTING CONDITIONS
5. EXISTING CONSTRUCTION
6. ARIAL MAP
7. FLOOD EXHIBIT & UTILITIES
8. SITE PLAN
9. ARCHITECTURAL ELEVATIONS
10. ARCHITECTURAL ELEVATIONS
11. ARCHITECTURAL FLOOR PLANS
12. CONCEPTUAL LANDSCAPE PLAN
13. PLANNED DEVELOPMENT CRITERIA



Submitted on 11/9/16 for 11/17/16
City Council public hearing

SUBMITTED FOR PLANNING COMMISSION PUBLIC HEARING
OCTOBER 5TH, 2016

Plans Prepared By:



2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Development Team

PLANNED RESIDENTIAL DEVELOPMENT

Planning and Engineering



2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

Huddleston-Steele Engineering, Inc.

Attention: Clyde Rountree, RLA

2115 N.W. Broad Street

Murfreesboro, Tn 37129

Phone: 615.893.4084

Developer

David Alcorn

Alcorn Properties / SLH

4613 Veterans Boulevard

Murfreesboro, TN. 37128

(O) 615.896.0091

David Alcorn of Alcorn Properties has been developing in the Murfreesboro area for many years and experiencing success in bringing unique home products to the Murfreesboro housing market.

Project Summary

Ashton at Salem Creek

PLANNED RESIDENTIAL DEVELOPMENT

The architectural character and quality of Ashton at Salem Creek will provide an attractive residential development offering two and three bedroom homes in efficient town-home designs.

Located within a booming area of Murfreesboro, new residents to this development will have access to good schools (Riverdale High School, Scales Elementary School, and Cason Lane Academy), a regional park (Barfield Crescent Park), and be within ten minutes of downtown Murfreesboro, all while being less than an hours drive to downtown Nashville.

Ashton at Salem Creek will have a home owner's association. All maintenance of the common areas will be the responsibility of the HOA. The homes will be a fee simple form of ownership.

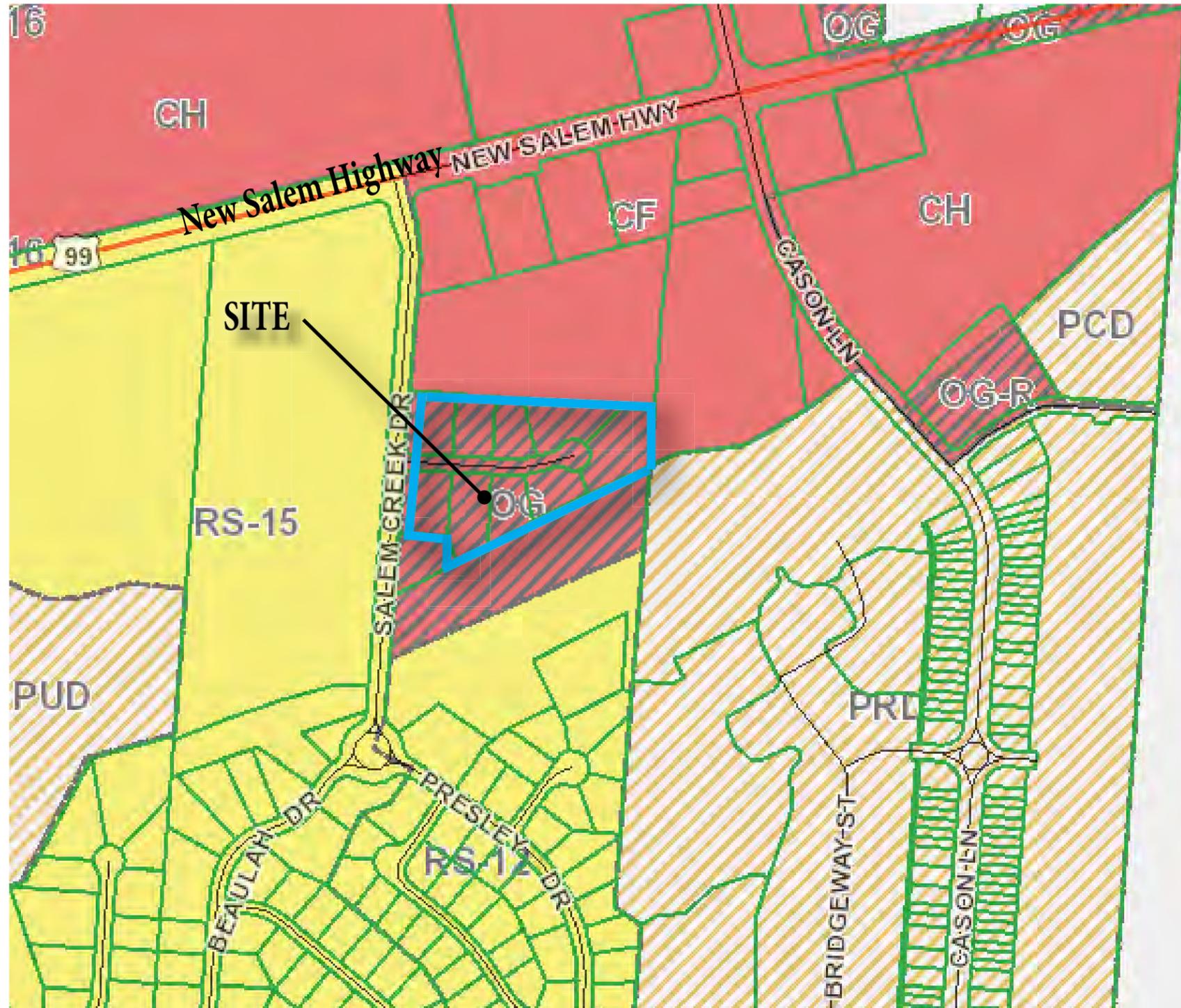
Restrictive covenants will be submitted to the City of Murfreesboro upon their creation.

Ashton at Salem Creek is a residential project with craftsman style architectural character. The proposed project will be attached homes with a minimum of 1600 sq. of conditioned space. The homes will have a nice back patio and a small back lawn area which leads into the expansive common areas. There will be a small amenity area for neighbors to enjoy gathering together. The homes will have single car garages with additional parking on the driveways for two additional cars. The subdivision will have three additional parking areas with a total of 35 additional spaces that will help with any visitor parking needs and support the amenity area.

Zoning Map

Ashton at Salem Creek

PLANNED RESIDENTIAL DEVELOPMENT



The subject property is a 6.6 acre site, currently zoned OG located on Salem Creek Court and serviced by New Salem Highway.

The zoning application is for the proposed property to be zoned PRD.

The adjacent property on the north, is zoned CF, the property to the east is zoned CF the property to the west is zoned RS-15, and to the south the property is zoned RS-12.



Existing Conditions

Ashton at Salem Creek

PLANNED RESIDENTIAL DEVELOPMENT



View of 2611 Salem Creek Blvd.



View of adjacent Salem Creek Church of Christ to the west



View of Dollar General close to subject property



View looking at Salem Creek entrance to the east



View of new Walmart Market close to subject property



View of Fellowship Methodist to the south

Existing Conditions

Ashton at Salem Creek

PLANNED RESIDENTIAL DEVELOPMENT



View looking southeast into site



View looking northeast into site

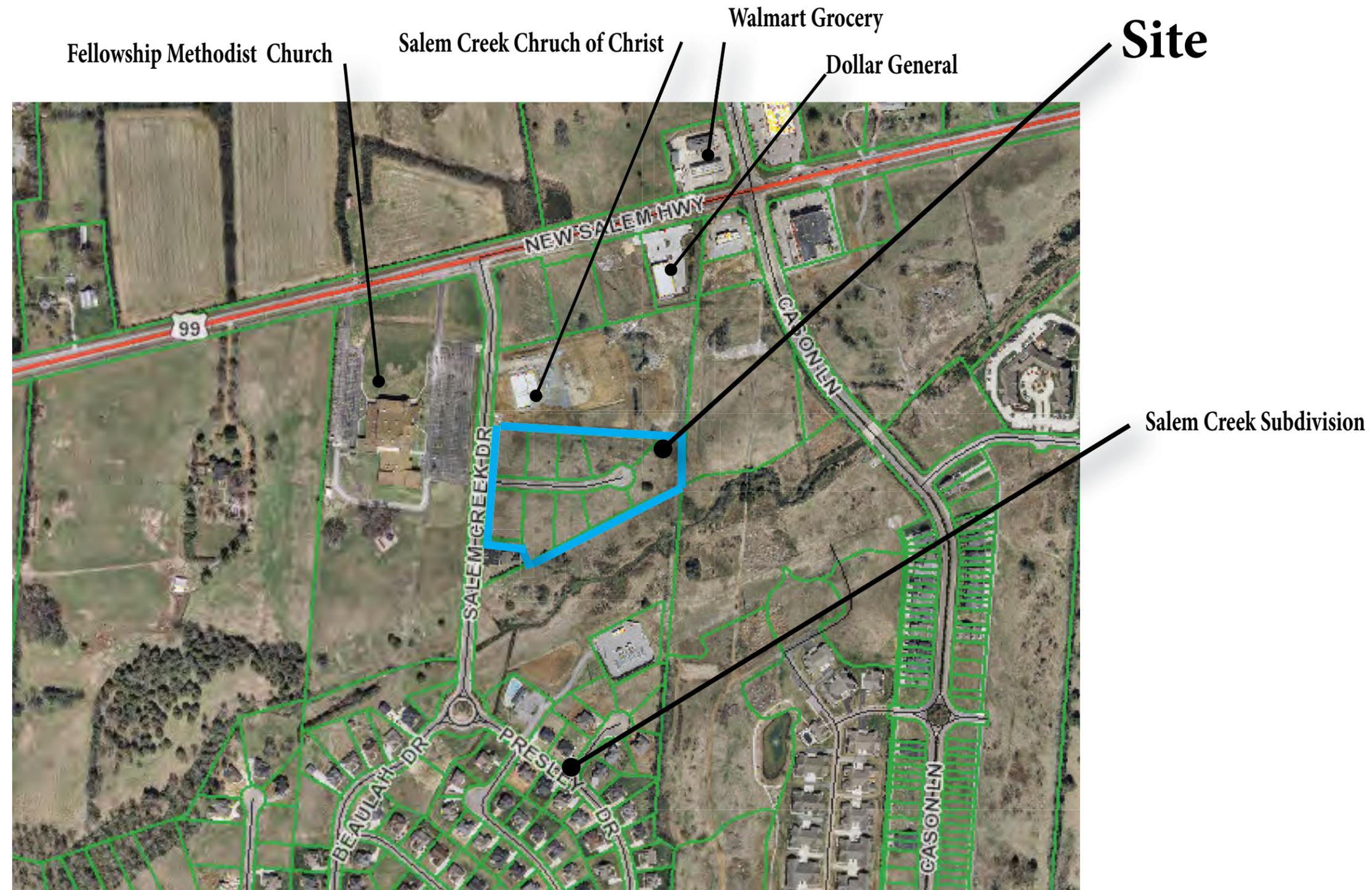


View looking east into site



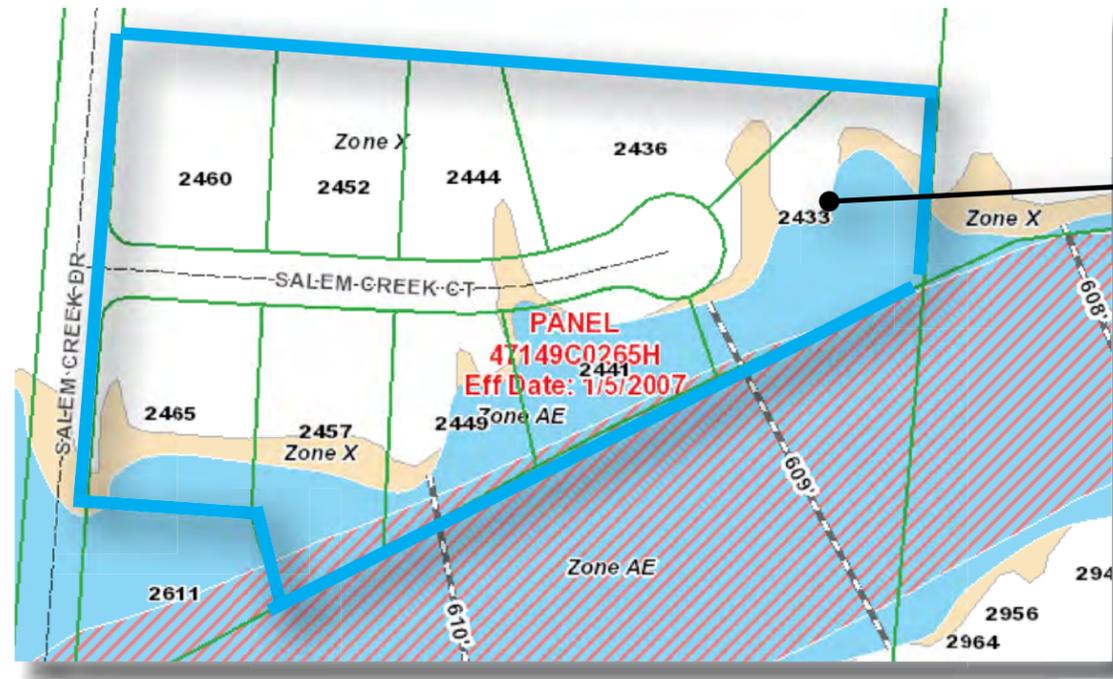
View looking into site

Aerial Map



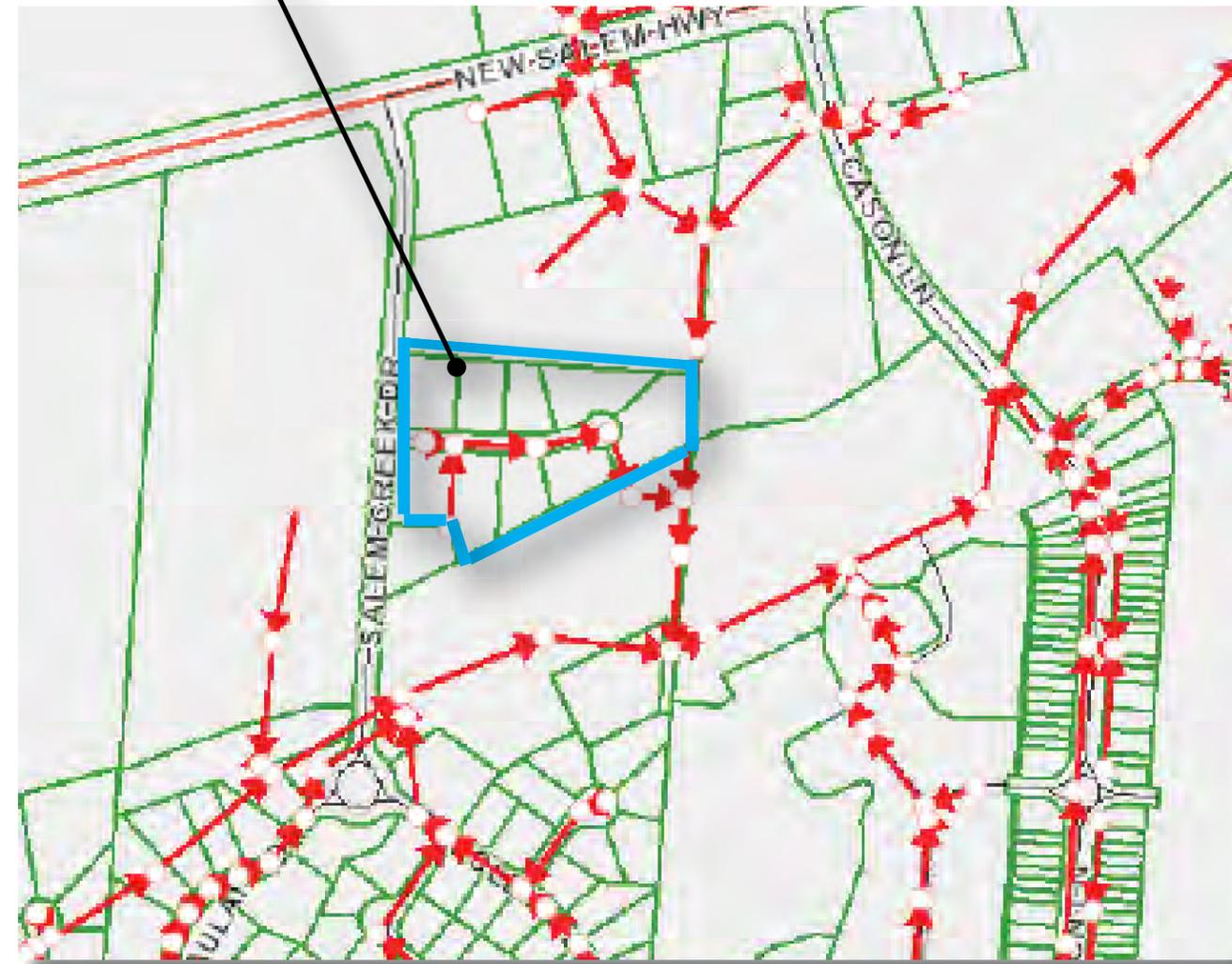
Aerial Location Map

Flood Exhibit & Utilities



Flood Map

SITE

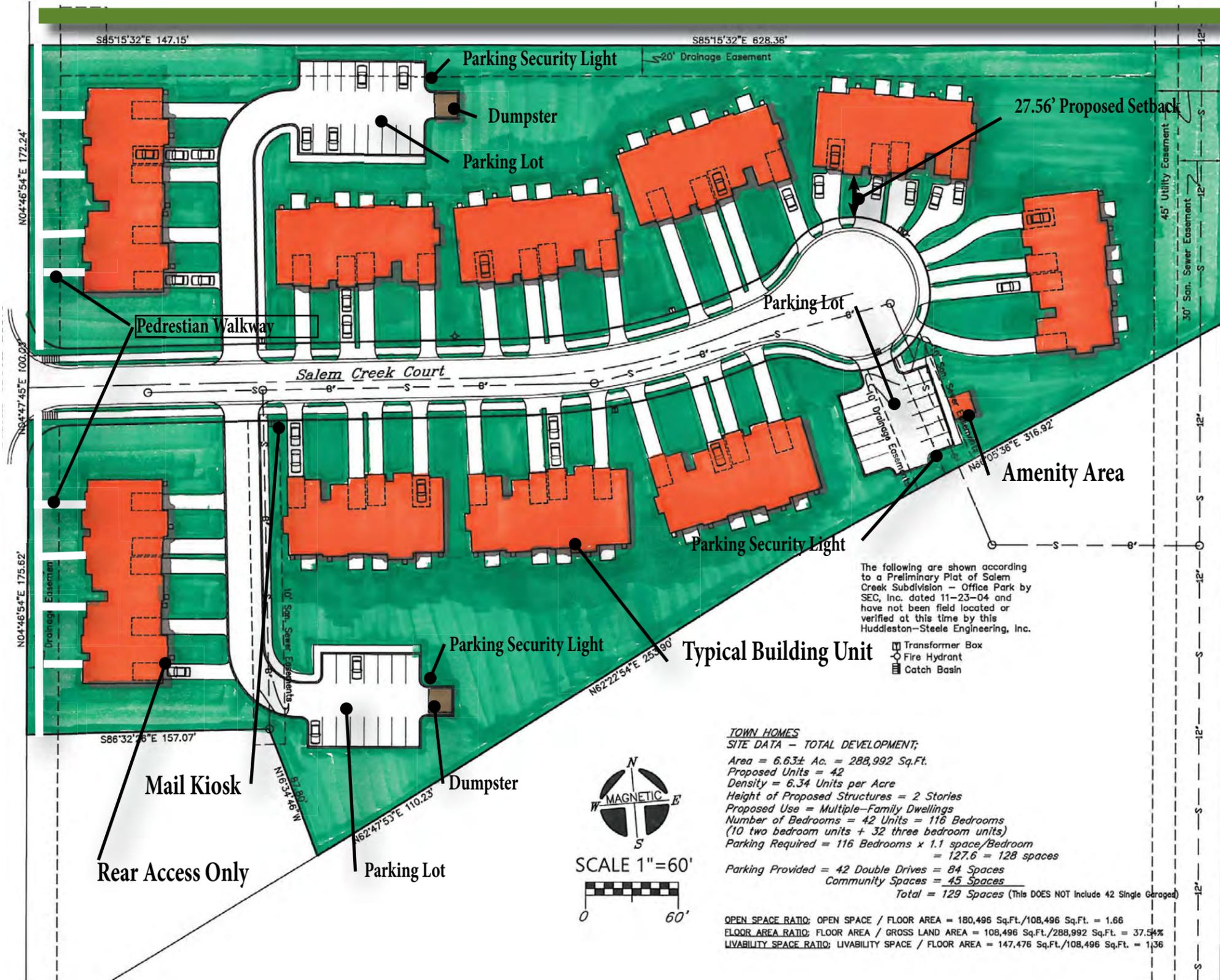


Electricity will be supplied by
Murfreesboro
Electric Department

Water and Sanitary Sewer will
be supplied by CUD

Natural gas can be supplied
by Atmos Energy

Site Plan



General Information:

Mail will be delivered to a mail kiosk

Home will have access to two centralized dumpster.

The street will have light pole fixtures typical of those provided by the electric company. Security lighting will be provided at all three auxiliary parking lots.

No signage will be associated with this development

RM-12 Comparison

Front Setback: 35' required

Rear Setback: 25' required

Side Setback: 20' required

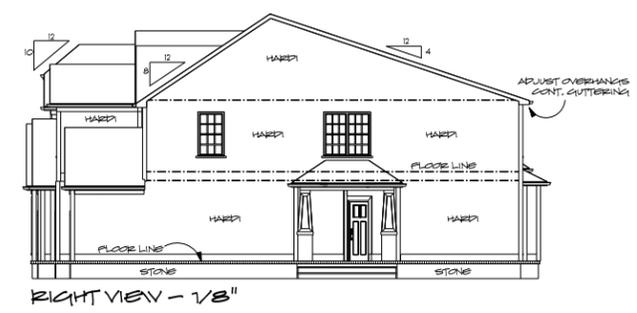
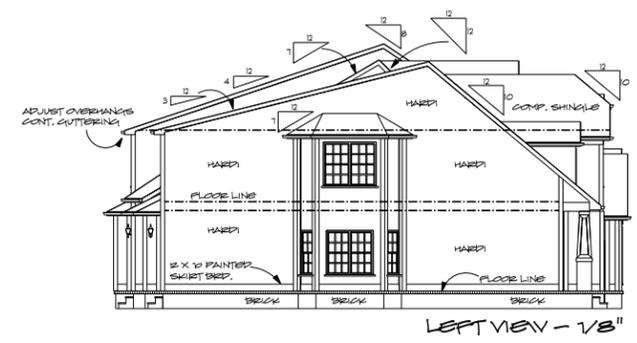
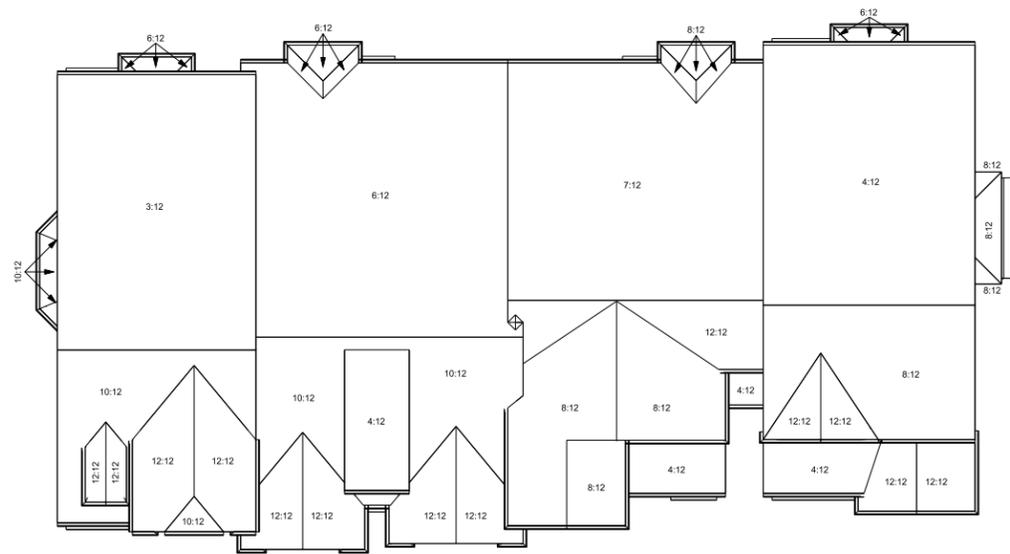
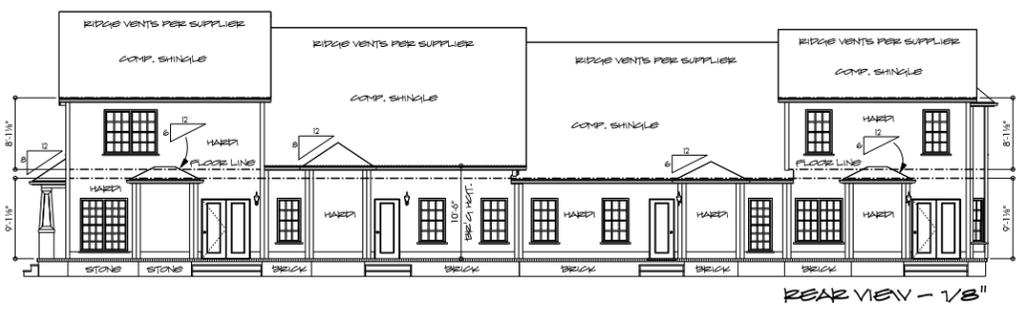
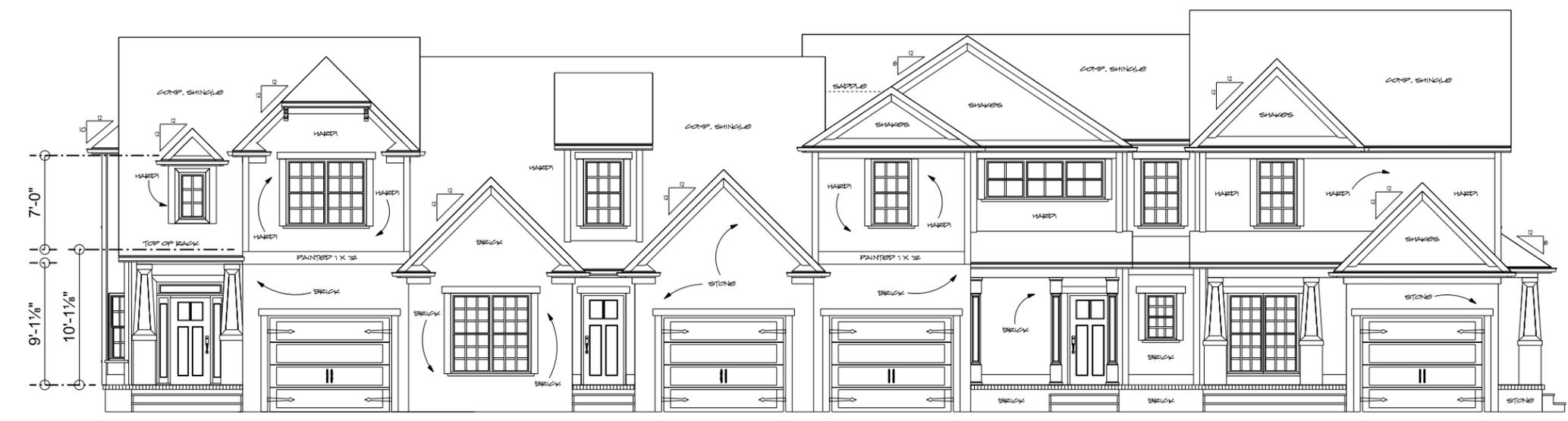
PRD

Front Setback: 25' Provided
(Closest Scenario)

Rear Setback: 20' Provided

Side Setback: 20' Provided

Architectural Elevation



The proposed architecture is a combination of masonry materials consisting of brick, cultured stone, and cement fiber board, along with aluminium trim and soffits and asphalt shingle roofs. The front facade will have small front porches with asphalt shingle roofing. The homes will single car garages, with addition parking for two cars on the driveway.

Architectural Elevation on Salem Creek Drive

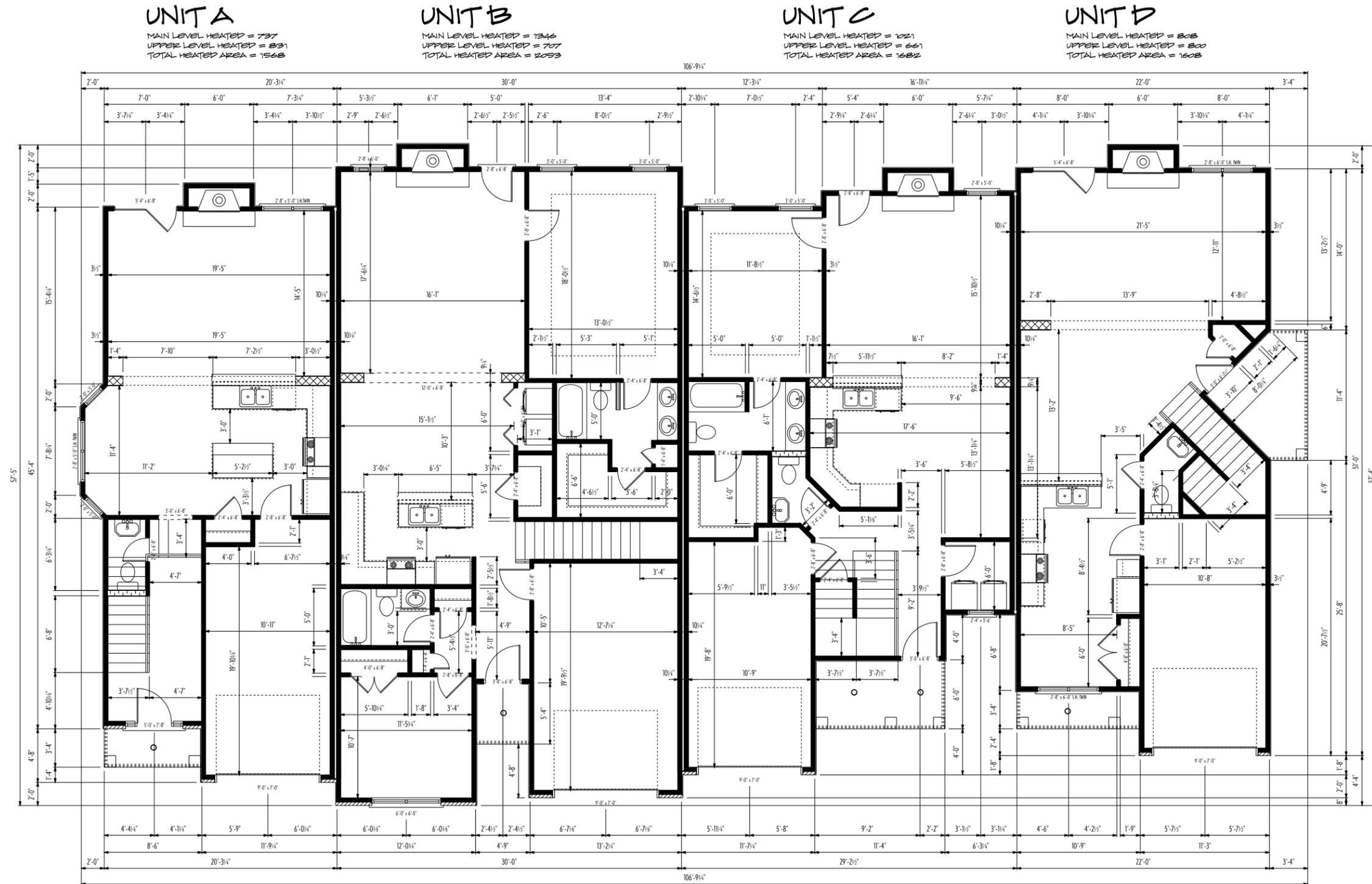
Ashton at Salem Creek

PLANNED RESIDENTIAL DEVELOPMENT



The proposed architecture of the townhomes facing Salem Creek Drive are to be all brick with an accent of cement board on all four sides of the structure. The developer has agreed to make these two townhome units facing Salem Creek Drive to be consistent with the architectural character of the homes found in the Salem Creek Subdivision.

Architectural Elevations/ Plan

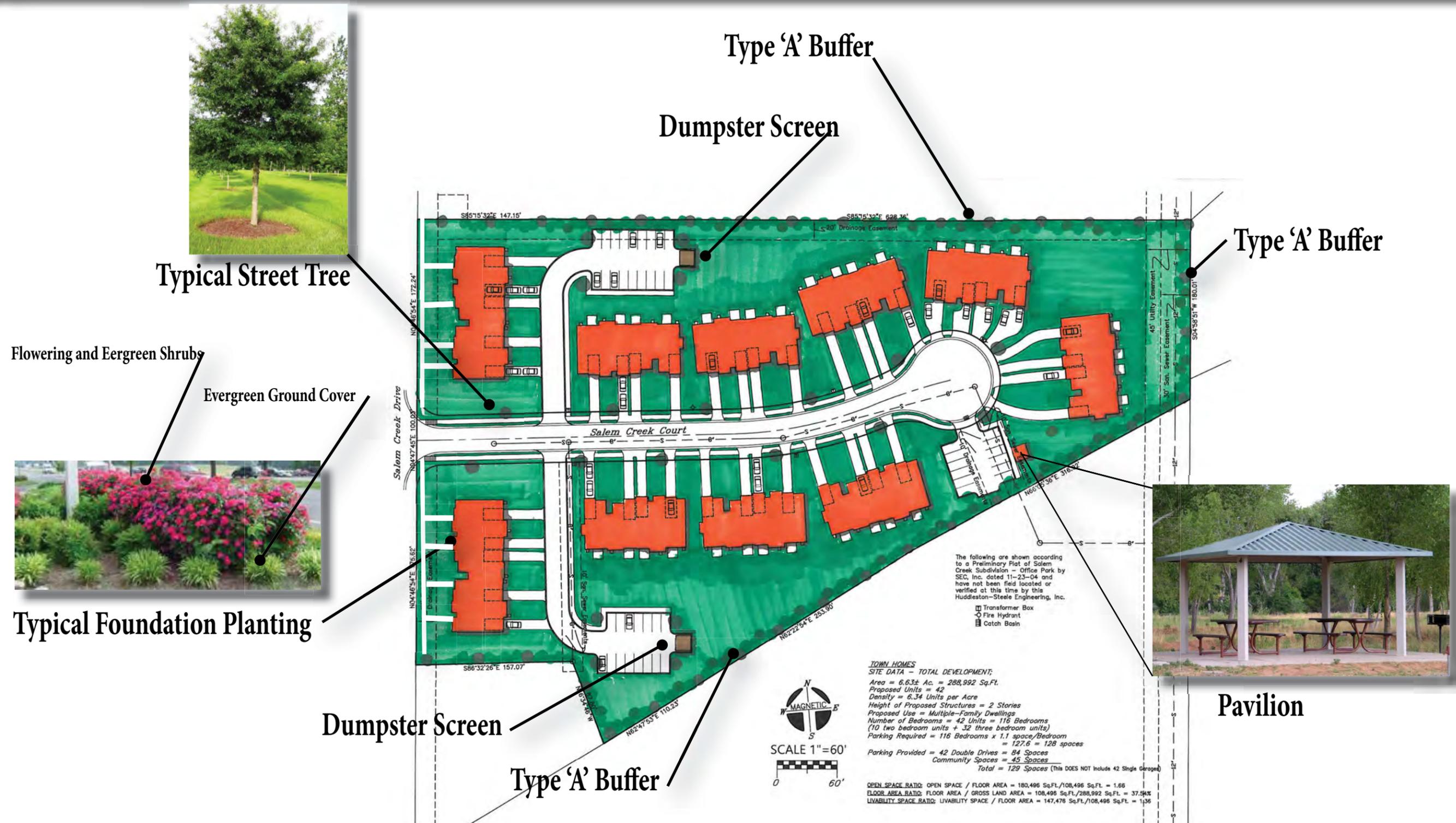


Floor Plan for Four Units Attached Homes

Conceptual Landscape Plan

Ashton at Salem Creek

PLANNED UNITL DEVELOPMENT



Planned Development Criteria

General Applicability Per Section 13 - Planned Development Regulations

1. **Ownership and division of land:** *The site is owned by David Alcorn. The lot is currently zoned OG in the City of Murfreesboro.*
2. **Waiver of BZA action:** *No BZA actions will be required.*
3. **Common open space:** *No formal open space is provided with this site plan however the green space on the property that is not developed will be common open space with a pavilion and maintained by the HOA.*
4. **Accessibility to site:** *The property is accessible from Salem Highway*
5. **Off street parking .** *129 parking spaces are provided and 127.6 spaces are required not including single car garages.*
6. **Pedestrian circulation:** *Sidewalks are available on both sides of the subject development and will be provided along Salem Creek Drive.*
7. **Privacy and screening:** *Type 'A' buffers are proposed along the north, east and south property lines.*
8. **Zoning and subdivision modifications proposed:** *A PRD is being requested for the subject property.*
9. **Phasing:** *The project shall be completed in one phase.*
10. **Annexation:** *No annexation is required for this site.*
11. **Landscaping:** *Landscape will be provided in the form of foundation planting, street planting and type 'A' buffer yards.*
12. **Major Throughfare Plan:** *The PRD is consistent with the Major throughfare plan.*
13. **Applicant contact information:** *Contact information is located on Sheet 1.*
14. **Proposed Signage:** *No signage is currently proposed, any signage that would be introduced in the future is to consist of the same masonry products that are present on the homes.*

Section 13 – Project Development Criteria Requirements

1. **Identification of existing utilities:** *Shown in pattern book on Sheet 7*
- 2/3. **Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site:** *Shown in pattern book Sheet, 4 - 7.*
- 4/5. **Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation:** *Shown in pattern book Sheets 8-12.*
6. **Development schedule:** *Construction is projected to begin once all zoning and site planning is approved by the City.*
7. **Relationship of the planned development to current city polices and plans:** *The development is consistent with the growth in the area.*
8. **Proposed deviation from zoning and subdivision ordinance:** *The proposed development will have deviations on the front set back: (25' provided in tightest scenario), versus the 35' required in the RM-12 zone,*
9. **Site tabulation data for land area, FAR, LSR, and OSR:** *See sheet 8*
10. **The nature and extent of any overlay zones as described in Section 24 and 34:** *No overlays effect this development.*

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

this area outside of the MTSU horse fence. There is a Parks and Recreation Master Plan which provides details for the entire City greenway trails and networks at Walter Hill Park, Coleman Farm Trailhead being one network all the way to Barfield Park.

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

Ms. Kathy Jones requested for the connection street to General's Landing be lined with this development, in which Mr. Molchan agreed, the connection street would be corrected for it to be line up together. Ms. Jones requested for the propose north to south three (3) lane roadway be improved to prevent the future road becoming a long straight drag strip. Mr. Gary Whitaker made known Staff would continue addressing the three lane roadway.

Ms. Kathy Jones made a motion to approve the rezoning request subject to all staff comments, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Zoning application [2016-452] for approximately 6.6 acres located along Salem Creek Drive to be rezoned from OG to PRD (Ashton at Salem Creek), David Alcorn applicant.

Ms. Kathy Jones made known she would be abstaining from all discussion and vote for this zoning request.

Ms. Margaret Ann Green began by describing the subject area consisting of 9 undeveloped lots located along Salem Creek Court and Salem Creek Drive. The properties to the north are zoned CF (Commercial Fringe District); Salem Creek Church of Christ is contiguous to this property on the north side. The properties to the east are zoned CF and PRD (Planned Residential District). The properties to the south are zoned OG (General Office District) and RS-12 (Single-Family Residential District). The property the east is zoned RS-15 and is the location of the Fellowship Methodist Church.

The proposed PRD is to allow 42 multi-family townhouse dwelling units on 6.6 acres, for a density of 6.4 d.u./acre. The units that front along Salem Creek Drive would have rear access garages

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

while the units located along Salem Creek Court will have front entry garages. The applicants are requesting a reduced front yard setback (25') for five units. Salem Creek and its floodplain are located on the subject area.

A neighborhood meeting had been conducted on October 4th, 6:00 p.m., at the Fellowship United Methodist Church. Approximately 20 residents had attended the meeting.

Last, a copy of the program book had been provided with the agenda materials.

Mr. Clyde Rountree and Mr. David Alcorn were in attendance to represent the applicant. Mr. Rountree came forward distributing a letter to the Planning Commissioners and to City staff regarding new additions they would like to include in their program book. Mr. Rountree explained the additions that have been made would address the concerns that were brought up during the neighborhood meeting. Next, Mr. Rountree began a power point presentation to explain the details from the applicant's program book with the new additions as being the following:

- The proposed townhomes facing Salem Creek Drive would be five unit buildings to have all brick material
- Sidewalks would be provided in front of this development along Salem Creek Drive. The developer would not be connecting his sidewalk with the public sidewalks.
- Provide additional landscaping along Salem Creek Drive. Street trees would be added along Salem Creek Court.
- Landscaping would be added to screen the dumpsters and guest parking lots.
- Type A buffer with evergreens around the entire perimeter of the development

Mr. Ken Halliburton wanted to know if two vehicles could park in the driveways. Mr. Rountree explained the driveways would be wide enough to accommodate a minimum of two vehicles. Also, proposed with this development would be additional guest parking.

Chairman Bob Lamb opened the public hearing.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

1. **Ms. Chelsea Cooper – HOA President for the Salem Creek neighborhood** – wanted to make known her concerns and make known the neighbor’s concerns for this proposal.
 - **Would like clarification regarding the City Council moratorium on multifamily housing**
 - **Is this multifamily housing necessary?**
 - **Due to the high volume of traffic within the area and the potential of increasing the traffic with a Planned Residential Development (PRD), the residents request to keep the current zone as Office General (OG).**
 - **Postpone the rezoning request until a Traffic Study has been prepared.**
 - **Contingency be added by the developer for improvements on the front and sides of the townhomes facing Salem Creek Drive to be all brick material.**
 - **Contingency be added to improve landscaping along Salem Creek Drive, additional screening around the dumpster area and the guest parking lots.**
2. **Ms. Diane Cauwels 2738 Beulah Drive** – her main concern is the increase in traffic in this area
3. **Mr. Eric McKay 2743 Presley Drive** – opposes this rezoning request. He requested for the current zone to remain.

Chairman Bob Lamb closed the public hearing.

Ms. Margaret Ann Green made known the City Council had approved and voted on a moratorium for multifamily developments which applies only to RM-16 and RM-12 zones. A RM-16 and RM-12 type zone is for traditional apartment complexes. The moratorium does not apply to this zoning request Planned Residential Development (PRD), which is a fee simple ownership. The PRD multifamily zone is not an apartment; it is a purchase as an owner investment. The

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

clarification made to the Planning Department, Planning Commission and City Council, has been that a PRD type zone request could be discussed and voted upon.

Mr. Sam Huddleston provided an update on current information regarding road improvements to Highway 99 West. He explained there would be a bid letting sometime during December 2018. Once the bid is approved it would be a two (2) year process for the completion of the construction for Highway 99W.

Last, Ms. Green made known the letter from Mr. Rountree regarding the new additions would have to be added to the applicant's program book. The developer has a good history working with neighbor's. If this rezoning request is approved the applicant's program book would be revised. In addition, City Staff expects the sidewalk with this development be connected with the existing public sidewalk system. This sidewalk connection would encourage residents to walk to the area businesses instead of driving.

Mr. David Alcorn came forward stating he would provide a diagram of the sidewalk connection he proposes for City staff to review and approve.

Mr. Ken Halliburton made a motion to approve the rezoning request subject to all staff comments, including the agreements that had been made with the joining residents and to continue working with City staff on the sidewalk connectivity, seconded by Mr. Tom Clark. The motion carried with one abstention made by Ms. Kathy Jones.

Zoning application [2016-443] for approximately 0.72 acre located at 720 Old Salem Road to be rezoned from RM-12 to CH, John Rudd applicant. Ms. Margaret Ann Green began by describing the subject area consist of one parcel which is currently zoned RM-12 (Multi-family residential district). The subject area is developed with a 31,500 square foot structure which is currently being changed from an Institutional Group Assembly (church) to a Group Shelter. The BZA granted a Special Use Permit on April 27, 2016, to allow the use as a Group Shelter. The contiguous properties to the north and east are zoned RM- 12 and developed with single-family,

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 5, 2016**

4.h. Zoning application [2016-443] for approximately 0.72 acre located at 720 Old Salem Road to be rezoned from RM-12 to CH, John Rudd applicant.

The subject area consists of one parcel which is currently zoned RM-12 (Multi-family residential district). The subject area is developed with a 31,500 square foot structure which use is currently being changed from an Institutional Group Assembly (church) to a Group Shelter. The BZA granted a Special Use Permit on April 27, 2016, to allow the use as a Group Shelter. The contiguous properties to the north and east are zoned RM-12 and developed with single-family, detached houses. The property located across Old Salem Road, a substandard street, is zoned H-I (Heavy Industrial District) and is developed with various types of residential, commercial and industrial uses. The rezone request is to change this parcel to from RM-16 to CH (Commercial Highway District) to allow it to be utilized as a commercial warehouse in addition to the Group Shelter.

The CH district is intended to permit the development and continued maintenance of general commercial uses located in a linear fashion along highways and near transportation facilities and industrial areas. The uses permitted in this district are the most permissive in a commercial zone. A list of uses permitted has been included with the agenda materials.

The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



Site

BRIDGE AVE

BATTLE AVE

KINGS HWY

HICKERSON DR

TOMMY MARTIN DR

41

W CASTLE ST

Site

INDUSTRIAL DR

USA TODAY WAY

OLD SALEM RD

PATTERSON AVE

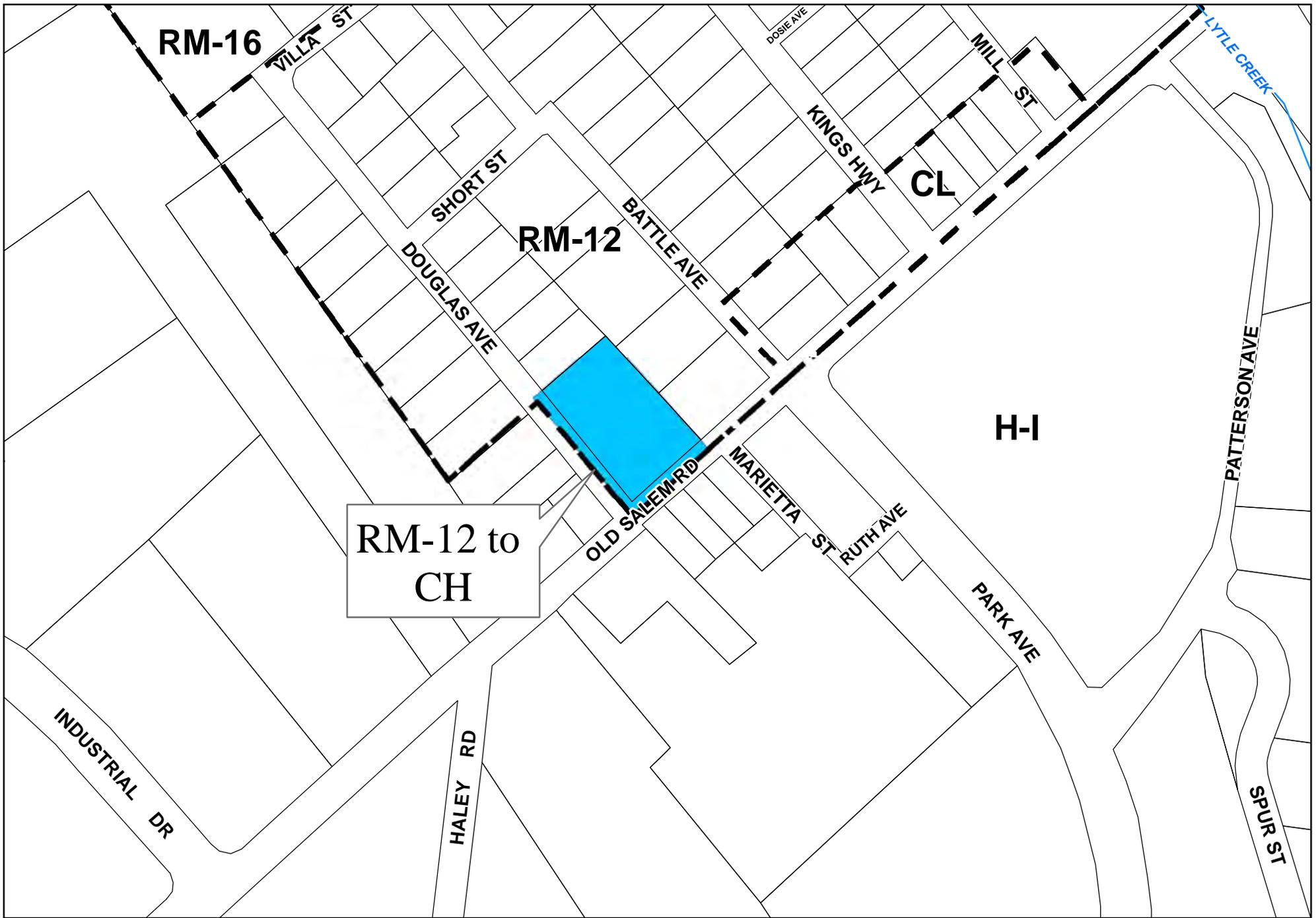
231

COMMERCIAL CT

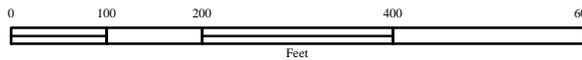
HALEY RD

PARK AVE





**Rezoning Request for Property Along Old Salem Rd.
from RM-12 to CH**



USES PERMITTED ³		USES PERMITTED ³			
	CF ^{2,14}	CH ²		CF ^{2,14}	CH ²
OTHER HOUSING					
Accessory Dwelling Unit	X ¹	X ¹	Recreation Field ¹³	X	X
Assisted-Care Living Facility ¹⁵	X	X	Senior Citizens Center	X	X
Bed-and-Breakfast Homestay	X	X	School, Public or Private, Grades K - 12 ¹³	X	X
Bed-and-Breakfast Inn	X	X	Student Center	S	S
Boarding House ¹⁵	X	X			
Emergency Shelter	X	X	AGRICULTURAL USES		
Family Crisis Shelter	S	S	Customary General Farming	X ⁶	X
Family Violence Shelter	X	X	Crop, Soil Preparation Agricultural Services	X	X
Fraternity/Sorority	S	S	Farm Labor and Management Services	X	X
Group Shelter	S	S	Fish Hatcheries and Preserves		X
Class I Home for the Aged ¹⁵	X	X			
Class II Home for the Aged ¹⁵	X	X	COMMERCIAL		
Class III Home for the Aged ¹⁵	X	X	Amusements, Commercial Indoor	X	X
Hotel		X	Amusements, Commercial Outdoor excluding Motorized		X
Motel		X	Animal Grooming Facility	X	X
Transitional Home			Antique Mall	X	X
INSTITUTIONS			Antique Shop <3,000 sq. ft.	X	X
Adult Day Care Center	X	X	Apothecaries (pharmaceuticals only)	X	X
Adult Day Care Home	X	X	Art or Photo Studio or Gallery	X	X
Airport, Heliport		S	Automotive Repair ¹²		X
Cemetery, Mausoleum		S	Bakery, Retail	X	X
Church ¹³	X	X	Bank, Branch Office	X	X
College, University			Bank, Drive-Up Electronic Teller	X	X
Day-Care Center	X	X	Bank, Main Office		X
Family Day-Care Home	X	X	Barber or Beauty Shop	X	X
Group Day-Care Home	X	X	Beer, Packaged	X	X
Hospital			Boat Rental, Sales, or Repair		X
Lodge, Club, Country Club ¹³	X	X	Book or Card Shop	X	X
Mental Health Facility		X	Business School	X	X
Morgue		X	Business and Communication Service	X	X
Museum	X	X	Campground, Travel-Trailer Park		X
Nursing Home	S	S	Carnivals		S
Nursery School	S	S	Catering Establishment	X	X
Park	X	X	Clothing Store	X	X
Philanthropic Institution	X	X	Coffee, Food, or Beverage Kiosk	X	X
Pet Cemetery	S	S	Commercial Center	X	X
Public Building ¹³	X	X			

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

USES PERMITTED ³		USES PERMITTED ³			
	CF ^{2,14}	CH ²			
	CF ^{2,14}	CH ²			
Convenience Sales and Service, maximum 5,000 sq. ft. floor area	X	X	Offices	X	X
Delicatessen	X	X	Optical Dispensaries	X	X
Department or Discount Store	X	X	Pawn Shop		X
Drive-In Theater		X	Personal Service Establishment	X	X
Dry Cleaning	X	X	Pet Funeral Home	X	X
Dry Cleaning Pick-Up Station	X	X	Pet Shops	X	X
Financial Service	X	X	Pharmacies	X	X
Fireworks Retailer		S	Photo Finishing	X	X
Fireworks Seasonal Retailer		S	Photo Finishing Pick-Up Station	X	X
Flower or Plant Store	X	X	Radio, TV, or Recording Studio		X
Funeral Home		X	Radio and Television Transmission Towers	S	S
Garage, Parking		X	Reducing and Weight Control Service	X	X
Garden and Lawn Supplies	S	X	Restaurant and Carry-Out Restaurant	X	X
Gas--Liquified Petroleum, Bottled and Bulk		X	Restaurant, Drive-In		X
Gas Station	X	X	Restaurant, Specialty	X	X
General Service and Repair Shop		X	Restaurant, Specialty -Limited	X	X
Glass--Auto, Plate, and Window		X	Retail Shop, other than enumerated elsewhere	X	X
Glass--Stained and Leaded	X	X	Salvage and Surplus Merchandise		X
Greenhouse or Nursery		X	Sheet Metal Shop		X
Group Assembly, <250 persons	X	X	Shopping Center, Community		X
Group Assembly, >250 persons	S	S	Shopping Center, Neighborhood	X	X
Health Club	X	X	Shopping Center, Regional		X
Ice Retail	X	X	Specialty Shop	X	X
Interior Decorator	X	X	Tavern		X
Iron Work		X	Taxidermy Studio		S
Janitorial Service	X	X	Telephone or Telegraph Facility	S	S
Karate, Instruction	X	X	Towing ¹²		X
Kennels		X	Veterinary Office	X	X
Keys, Locksmith	X	X	Veterinary Clinic	X	X
Laboratories, Medical	X	X	Veterinary Hospital		X
Laboratories, Testing	X	X	Vehicle Sales		X
Laundries, Self-Service	X	X	Vehicle Wash		X
Lawn, Tree, and Garden Service		X	Video Rental	X	X
Liquor Store	X	X	Warehousing, Transporting		X
Lumber, Building Material		X	Wholesaling		X
Motor Vehicle Sales		X	Wrecker Service ¹²		X
Motor Vehicle Service ¹²		X	Wrecker Service Storage Yard ¹²		X
Music or Dancing Academy	X	X			

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

August 26, 2016

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

Re: Rezoning Request
Described as Tax Map #00800, Parcel #102C, consisting of 1 acre located at 720 Old Salem Road in Murfreesboro, TN.

Dear Mr. Whitaker:

On behalf of our client, John Rudd., we hereby request the rezoning of the property located at Tax Map #00800, Parcels #102C consisting of 1 acre, currently zoned RM-12, to the new zoning of CH as depicted in the exhibit provided. If the zoning is approved we will be seeking a Special Use Permit for the existing Stepping Stones Ministry currently operating on the site. Thank you for considering our request.

Sincerely,



Clyde Rountree, RLA

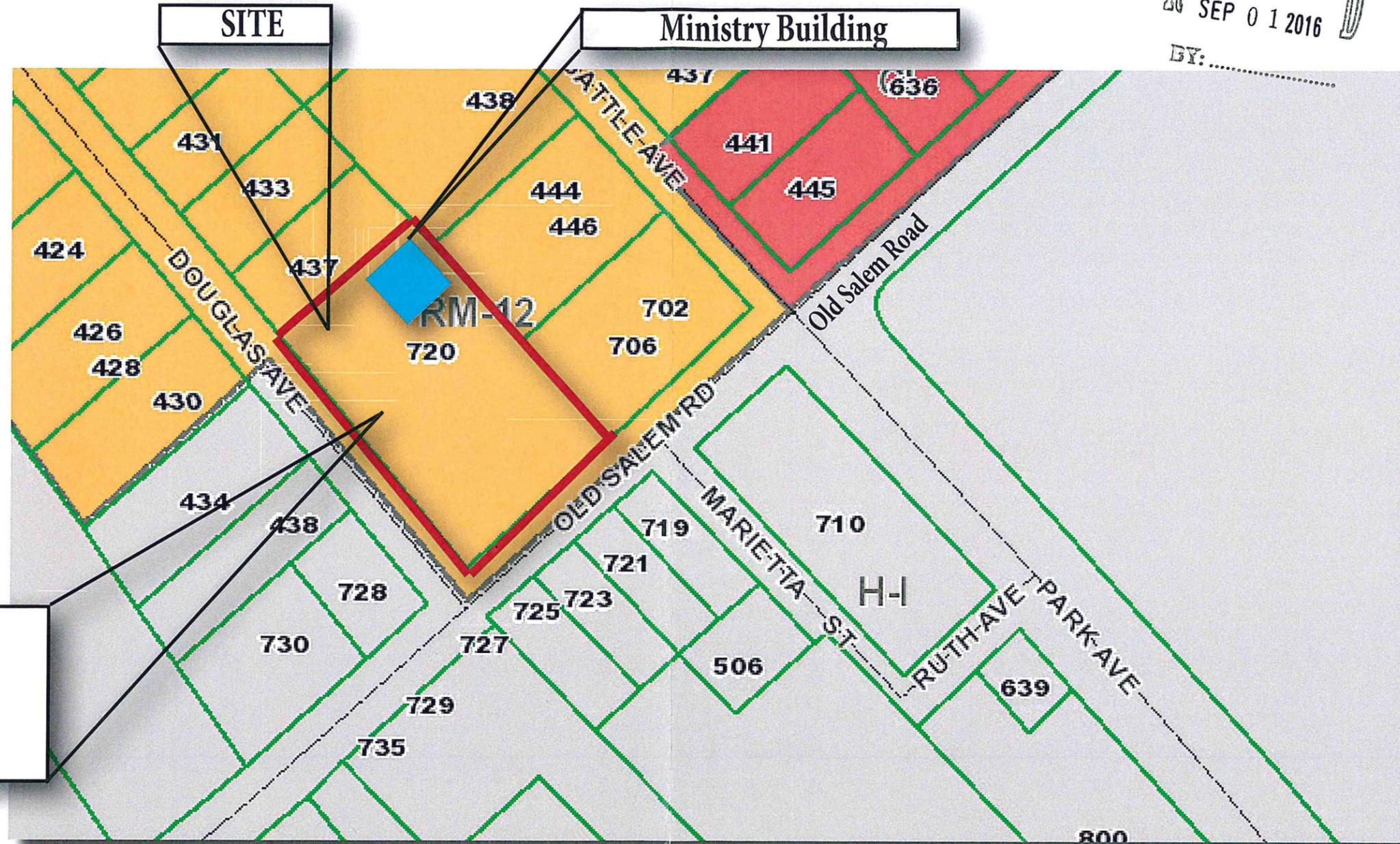
HUDDLESTON-STEELE ENGINEERING, INC.

RECEIVED
SEP 01 2016
BY:.....

Rudd Zoning Exhibit

RECEIVED
SEP 01 2016

BY:



Site Acreage: 1 AC.
Current zoning is RS-12
Requested zoning is CH

RECEIVED
SEP 01 2016

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

clarification made to the Planning Department, Planning Commission and City Council, has been that a PRD type zone request could be discussed and voted upon.

Mr. Sam Huddleston provided an update on current information regarding road improvements to Highway 99 West. He explained there would be a bid letting sometime during December 2018. Once the bid is approved it would be a two (2) year process for the completion of the construction for Highway 99W.

Last, Ms. Green made known the letter from Mr. Rountree regarding the new additions would have to be added to the applicant's program book. The developer has a good history working with neighbor's. If this rezoning request is approved the applicant's program book would be revised. In addition, City Staff expects the sidewalk with this development be connected with the existing public sidewalk system. This sidewalk connection would encourage residents to walk to the area businesses instead of driving.

Mr. David Alcorn came forward stating he would provide a diagram of the sidewalk connection he proposes for City staff to review and approve.

Mr. Ken Halliburton made a motion to approve the rezoning request subject to all staff comments, including the agreements that had been made with the joining residents and to continue working with City staff on the sidewalk connectivity, seconded by Mr. Tom Clark. The motion carried with one abstention made by Ms. Kathy Jones.

Zoning application [2016-443] for approximately 0.72 acre located at 720 Old Salem Road to be rezoned from RM-12 to CH, John Rudd applicant.

Ms. Margaret Ann Green began by describing the subject area consist of one parcel which is currently zoned RM-12 (Multi-family residential district). The subject area is developed with a 31,500 square foot structure which is currently being changed from an Institutional Group Assembly (church) to a Group Shelter. The BZA granted a Special Use Permit on April 27, 2016, to allow the use as a Group Shelter. The contiguous properties to the north and east are zoned RM- 12 and developed with single-family,

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

detached houses. The property located across Old Salem Road, a substandard street, is zoned H-I (Heavy Industrial District) and is developed with various types of residential, commercial and industrial uses. The rezone request is to change this parcel from RM-16 to CH (Commercial Highway District) to allow it to be utilized as a commercial warehouse in addition to the Group Shelter.

The CH district is intended to permit the development and continued maintenance of general commercial uses located in a linear fashion along highways and near transportation facilities and industrial areas. The uses permitted in this district are the most permissive in a commercial zone. A list of uses permitted had been included with the agenda materials.

Mr. Clyde Rountree was in attendance to represent the applicant.

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

Ms. Jennifer Garland made a motion to approve the rezoning request subject to all staff comments, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Zoning application [2016-449] for approximately 3.1 acres located along Halls Hill Pike & Journey Drive to be rezoned from RM-16 to RZ (1.8 acres) & CL (1.3 acres), Swanson Development applicant. Mr. Matthew Blomeley began by describing the subject property located at the northeast corner of the intersection of Halls Hill Pike and Journey Drive. It was annexed and zoned RM-16 (Residential Multi-Family 16) in 2003. Even though it was subsequently cleared and graded, it has remained vacant since that time. The applicant, acting as the developer and representing the property owner, has requested that the southern 1.3 acres along Halls Hill Pike be rezoned to CL (Commercial Local District) and the northern 1.8 acres be rezoned to RZ (Zero-Lot Line Residential District).

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
SEPTEMBER 7, 2016**

- 4.j. **Proposed amendments to the sign ordinance regarding the addition of two additional types of signs, signs in easements, & delete height limitations on attached signs in the CBD [2016-803], City of Murfreesboro Legal Department applicant.**

Please see attached information from the Murfreesboro Legal Department and the Building and Codes Department concerning the proposed Sign Ordinance amendments. The proposed changes would amend the ordinance to allow two additional types of signs, modify the definition of an "Attached sign," modify a prohibition as to certain "Attached signs," simplify the process of allowing a sign to be placed in a utility easement, delete the current height limitation on "Attached signs" in the CBD, and eliminate certain impractical requirements.

Staff will present additional comments at the meeting. The Planning Commission should conduct a public hearing and then formulate a recommendation on this item to City Council.

The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



... creating a better quality of life

November 9, 2016

Mayor McFarland and Members of the Murfreesboro City Council:

RE: Proposed Sign Ordinance Amendments

Introduction:

Staff is proposing amendments to the Sign Ordinance for your consideration. These Amendments add definitions for two additional types of signs, modify the definition of an “Attached sign” and a prohibition as to certain “Attached signs,” simplify the process of allowing a sign to be placed in a utility easement, delete the current height limitation on “Attached signs” in the CBD, and eliminate certain impractical requirements.

The Amendments:

SECTION 1 of the proposed Ordinance will add definitions of an “Awning,” an “Awning sign,” and a “Projecting sign.” The requirements for and limitations of a Projecting sign are included in the definition. Staff has planned to include Projecting signs in the revision of Section 26 of the Sign Ordinance (dealing with permanent signs). That amendment will not be ready for some time, and this addition will allow interested parties to move forward with Projecting signs without a substantial wait.

SECTION 2 and SECTION 3 of the proposed Ordinance are changes to the current definition of “Attached sign” that are necessary to allow a Projecting sign.

SECTION 4. The Sign Ordinance currently requires the consent of the easement holders, approval of the Chief Building Official, and approval by the BZA before a sign can be placed in an easement. Staff is not aware of any instance where the BZA has denied an application for placement of a sign in an easement when the easement-holders and the Chief Building Official have approved the application. The requirement of submission to the BZA, however, adds at least a month to an applicant’s process and an additional \$250.00 in application fees, along with the time and any other cost associated with the BZA application and presentation.

So long as all utilities that have an interest in the easement and the Chief Building Official approve the application, submission to the BZA seems to be an unnecessary burden on the BZA, the applicant, and staff. SECTION 4 of the proposed Ordinance will make approval of signs in easements an administrative function by revising the wording of Chapter 25 ¼ - 24(A)(22). To

implement this change, staff has created a form for an Application for Revocable License for Placement of Sign in Utility Easement, a copy of which is attached as **Exhibit A**. This document will be recorded by the Applicant (prior to the issuance of the Sign Permit) to provide notice to future property owners and other possibly interested parties.

SECTION 5 of the proposed Ordinance will eliminate the height limitation for Attached signs in the CBD to “ground level floor or 16 ft., whichever is higher.” Staff has been considering recommending the elimination of this height restriction for some time, and proposes that it be done now.

SECTION 6 of the proposed Ordinance will modify the requirements for an “interstate on-site” signs. The Sign Ordinance currently requires that these signs be either “non-illuminated, push-through or indirectly illuminated,” and that they have landscape screening at the base of the sign. So-called push-through style lighting for this type of sign has proven to be unnecessarily expensive and burdensome on the applicants without any significant benefit to the City. Because of the nature of the soil surrounding the base of the sign, attempts at landscaping around the base are rarely successful. SECTION 6 of the proposed Ordinance will delete these two requirements.

Fiscal Impact:

None.

Concurrences:

After a Public Hearing, the Planning Commission unanimously recommended adoption of the amendments contained in the proposed Ordinance.

Recommendation:

Staff recommends that this proposed Ordinance amending the Sign Ordinance be adopted by City Council.

Sincerely,



David A. Ives
Assistant City Attorney

ORDINANCE 16-O-48 amending Murfreesboro City Code, Chapter 25.25 - Signs, Sections 25.25-2, 25.25-24 and 25.25-26, dealing with certain definitions, prohibited signs, signs placed in easements, height of attached signs in the CBD, and interstate on-site signs.

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

SECTION 1. Amend Sign Ordinance Section 25.25-2 Definitions, Interpretation by adding the following new definitions in alphabetical order:

Awning: A roof-like cover or shelter attached to a building or a portion thereof and constructed of rigid or non-rigid materials on or under a supporting framework that may be either permanent or retractable.

Awning sign: A type of attached sign that is painted on, printed on or attached to an awning, and may be attached to a vertical awning face or on top of a vertical ~~awning face.~~ An awning sign is allowable in all zones where an attached sign is allowable and counts as all or a part of the allowable attached signage. Unless waived by the Chief Building Official, the support structure for an ~~awning projecting~~ sign must be designed and stamped by a Tennessee licensed structural engineer.

Projecting sign: A type of attached sign that is substantially perpendicular to the surface to which it is attached. The inner edge of a projecting sign may not extend more than 1 ft. from the surface to which it is attached and the outer edge of a projecting sign may not extend more than 6 ft. from the surface to which it is attached. The bottom edge of a projecting sign must be at least 10 ft. above the surface below the projecting sign. A projecting sign must be setback at least 10 ft. from power lines and may not extend over ROW except if the surface to which it is attached is adjacent to the ROW. The support structure for a projecting sign must be designed and stamped by a Tennessee licensed structural engineer. A projecting sign is allowable in all zones where an attached sign is allowable and counts as all or a part of the allowable attached signage. A projecting sign may not have more than two sign faces; if the two sign faces are identical and back to back, only one sign face counts toward the allowable attached signage. If the two sign faces are different, or if they are to any extent "V" shaped, both sign faces count toward the allowable attached signage. Illumination is allowed to the same extent as other attached signs in the zone district in which the projecting sign is located.

SECTION 2. Amend Sign Ordinance Section 25.25-2 Definitions, Interpretation by amending the definition of "Attached sign" by changing the sentence that currently reads, "An attached sign may not extend beyond any limits of the surface to which it is attached" to read as follows: "An attached sign may not extend beyond any limits of the surface to which it is attached above the height of the building elevation to which it is attached, provided that an attached sign that is mounted parallel to the surface to which it is attached shall be mounted so that the sign face is not more than 18 inches away

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Field Code Changed

Field Code Changed

from the surface to which it is attached. See separate provisions regarding Awning and Projecting signs.”

SECTION 3. Amend Sign Ordinance Section 25.25-24(A)(18) ~~to read as follows by deleting the text following “(18)” and replacing it with the word “Reserved.”:~~

~~“(18) No attached sign that is mounted parallel to the surface to which it is attached shall be mounted so as to be located more than 18 inches away from the surface to which it is attached.”~~

SECTION 4. Amend Sign Ordinance Section 25.25-24(A)(22) by deleting same and replacing it with the following:

(22) No sign of any type or any foundation or vertical support thereof shall be placed in or over a public utility or drainage easement unless the holder(s) of the easement consent in writing to such placement and such placement is approved in writing by the Chief Building Official, with such conditions as the Chief Building Official shall deem to be appropriate. The Building & Codes Department shall provide forms for evidencing the consent of easement holder(s) and approval of the Chief Building Official.

SECTION 5. Amend Sign Ordinance Section 25.25-26(C)(3)(a)[1], and Section 25.25-26(C)(3)(c) by deleting from each the following: “Height – Ground level floor or 16 ft., whichever is higher.”

SECTION 6. Amend Sign Ordinance Section 25.25-26(C)(4)(b)[8], Section 25.25-26(C)(4)(c)[5], and Section 25.25-26(C)(4)(d)[5] by deleting subsections [ee] and [ff] from each and redesignating current subsection [gg] as subsection [ee].

SECTION 7. 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

Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed

ORDINANCE 16-O-48 amending Murfreesboro City Code, Chapter 25.25 - Signs, Sections 25.25-2, 25.25-24 and 25.25-26, dealing with certain definitions, prohibited signs, signs placed in easements, height of attached signs in the CBD, and interstate on-site signs.

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regarding Awning and Projecting signs.”

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Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL

This Instrument Prepared By:
David A. Ives, Assistant City Attorney
City of Murfreesboro
P.O. Box 1044
Murfreesboro, TN 37133-1044

Tax Map ____ Group ____ Parcel ____
**APPLICATION FOR REVOCABLE LICENSE
FOR PLACEMENT OF SIGN IN UTILITY EASEMENT**

Applicant: _____ Sign Owner: _____

Property Owner: _____ Development: _____

Property Address: _____ Book _____ page _____.

IN CONSIDERATION of receiving a License to place a sign in an easement as depicted on the attached excerpt from a Site Plan prepared and stamped by a Tennessee licensed engineer (Exhibit A), on property described on Exhibit B, the Applicant, on behalf of the Sign Owner and all others having an interest in the sign, and for its and their successors and assigns, agrees:

The easement holder(s) may limit the size and height of the sign structure.

Allowing the sign does not waive or modify easement holder(s)' rights as easement holder(s).

Easement holder(s) or contractors may at any time work within the easement and will have no liability to Applicant for damage to the sign in the easement. Applicant will remove and replace the sign, at Applicant's expense, if necessary to allow easement holder(s) to work in the easement.

Easement holder(s) may limit or withdraw this License at any time if the sign impairs or interferes with the easement holder(s)' use of the easement. Applicant will be solely responsible for finding an alternative sign location in compliance with the Sign Ordinance.

Applicant will provide a Sign Placement Certificate prepared by a Tennessee licensed surveyor or engineer if requested.

Applicant shall be responsible for compliance with TN One Call procedures.

Applicant signature

State of Tennessee; County of Rutherford

Personally appeared before me, the undersigned Notary Republic in and for said County and State, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and acknowledged that he / she executed the foregoing instrument for the purposes therein contained and in the capacity indicated.

Witness my hand and seal this the ____ day of _____, 20____.

Notary Public

My Commission expires: _____

REVOCABLE LICENSE

Based on the concurrence of the applicable easement holder(s) as indicated on the following page, the undersigned, as or on behalf of the Chief Building Official, hereby grant to the Applicant a Revocable License to place a sign in a utility easement as depicted on the attached Exhibit A and in accord with the terms and conditions as stated above and as contained in any Sign Permit.

Name: _____
Title: _____

State of Tennessee; County of Rutherford

Personally appeared before me, the undersigned Notary Republic in and for said County and State, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and acknowledged that he / she executed the foregoing instrument for the purposes therein contained and in the capacity indicated.

Witness my hand and seal this the ____ day of _____, 20____.

Notary Public

My Commission expires: _____



For ATMOS

Name: _____

For AT&T

Name: _____

For Comcast

Name: _____

For City Engineer

Name: _____

For City Traffic Engineer

Name: _____

For Consolidated Utility District

Name: _____

For Middle Tennessee Electric

Name: _____

For Murfreesboro Electric Department

Name: _____

For Murfreesboro Water & Sewer Department

Name: _____

For TVA

Name: _____

For Other: _____

Name: _____

For Other: _____

Name: _____

For Other: _____

Name: _____

**APPLICATION FOR REVOCABLE LICENSE
FOR PLACEMENT OF SIGN IN UTILITY EASEMENT**

PAGE 3 – IF NECESSARY

_____ (“Creditor”) is the holder of a promissory note dated _____ in the total principal amount of \$_____, Secured by a Deed of Trust recorded at _____ Book, page _____, Register’s office of Rutherford County, Tennessee. Creditor hereby joins in the execution of this Release for the purpose of subordinating the lien of said Deed of Trust to this Release and Indemnity Agreement in favor of the City, but said Deed of Trust shall not otherwise be affected hereby, and shall continue in full force and effect as before the execution and recording hereof, subject only to said Release.

Creditor: _____

By: _____

Printed Name: _____

Its: _____

STATE OF _____)

: ss

COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the president, or other officer authorized to execute the instrument, of _____, the within named bargainor, and that such person as such officer executed the foregoing instrument for the purposes therein contained by personally signing the name of the financial institution in such person’s capacity as such officer.

Witness my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____ (SEAL)

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2016

Mr. Matt Taylor, Mr. John Harney and the applicant's team were in attendance to represent the applicant. Mr. Taylor came forward making known the annexation request and the zoning request is to gain access to city sewer that runs through this property. The RS-10 would allow the density on large lots that are needed for this area. The applicants are aware and have recognized the hardships on this property.

Chairman Bob Lamb opened the public hearing.

Mr. Brady Allred 5871 East Overall Creek Road – he requested for this property be zoned as RS-15 for less density.

Chairman Bob Lamb closed the public hearing.

Chairman Lamb wanted to know how much of this property could be developed. Mr. Matt Taylor answered 20 – 30 acres would be very hard to develop. There could be very deep lots, some lots larger than the minimum size. Mr. Young made the comment, historically RS-10 zone have very expensive homes, especially with larger lots. He feels comfortable with a RS-10 zone.

Mr. Doug Young made a motion to approve, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

Proposed amendments to the sign ordinance regarding additional types of signs, signs in easements, & delete height limitations on attached signs in the CBD [2016-803], City of Murfreesboro Legal Department applicant.

Mr. David Ives began by making known the Murfreesboro Legal Department and the Building and Codes Department together with ongoing discussions and concerns regarding the proposed Sign Ordinance amendments. The proposed changes would amend the ordinance to allow additional types of signs, modify the definition of an "Attached sign," modify a prohibition as to certain "Attached signs," simplify the process of allowing a sign to be placed in a utility easement, delete the current height limitation on "Attached signs" in the CBD, and eliminate certain impractical requirements.

Mr. Ives explained to the Planning Commission and Staff all six sections of amendments to be considered to amend the Murfreesboro Sign Ordinance.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2016

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

Mr. Ken Halliburton made a motion to approve, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Staff Reports and Other Business

Mr. Robert Lewis handed out an update on information regarding future teleconferences. These meetings would be conducted in the Legal Department for those who need to complete their continuing education hours. Continuing, he made known on September 23, 2016, in Nashville, there is a conference "Land Use Law Seminar." This conference is available to those who are interested. Any Planning Commissioner or Staff that may be interested attending this conference, contact Mr. Lewis, as soon as possible, so proper arrangements can be made. In addition, those who have attended any 2035 meetings or seminars this year can be added towards continuation education hours. Please contact Mr. Lewis, if there are any questions.

There being no further business the meeting adjourned at 9:55 p.m.

Chairman

Secretary

GW:cj

RESOLUTION 16-R-PS-49 to adopt a Plan of Services for approximately 236.8 acres along South Rutherford Boulevard, Thomas Hoover, Elizabeth Clark, Etal., applicants. [2016-515]

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on October 5, 2016 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council;

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee, on November 17, 2016, pursuant to a Resolution passed and adopted by the City Council on October 14, 2016, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on October 31, 2016; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 16-R-A-49**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

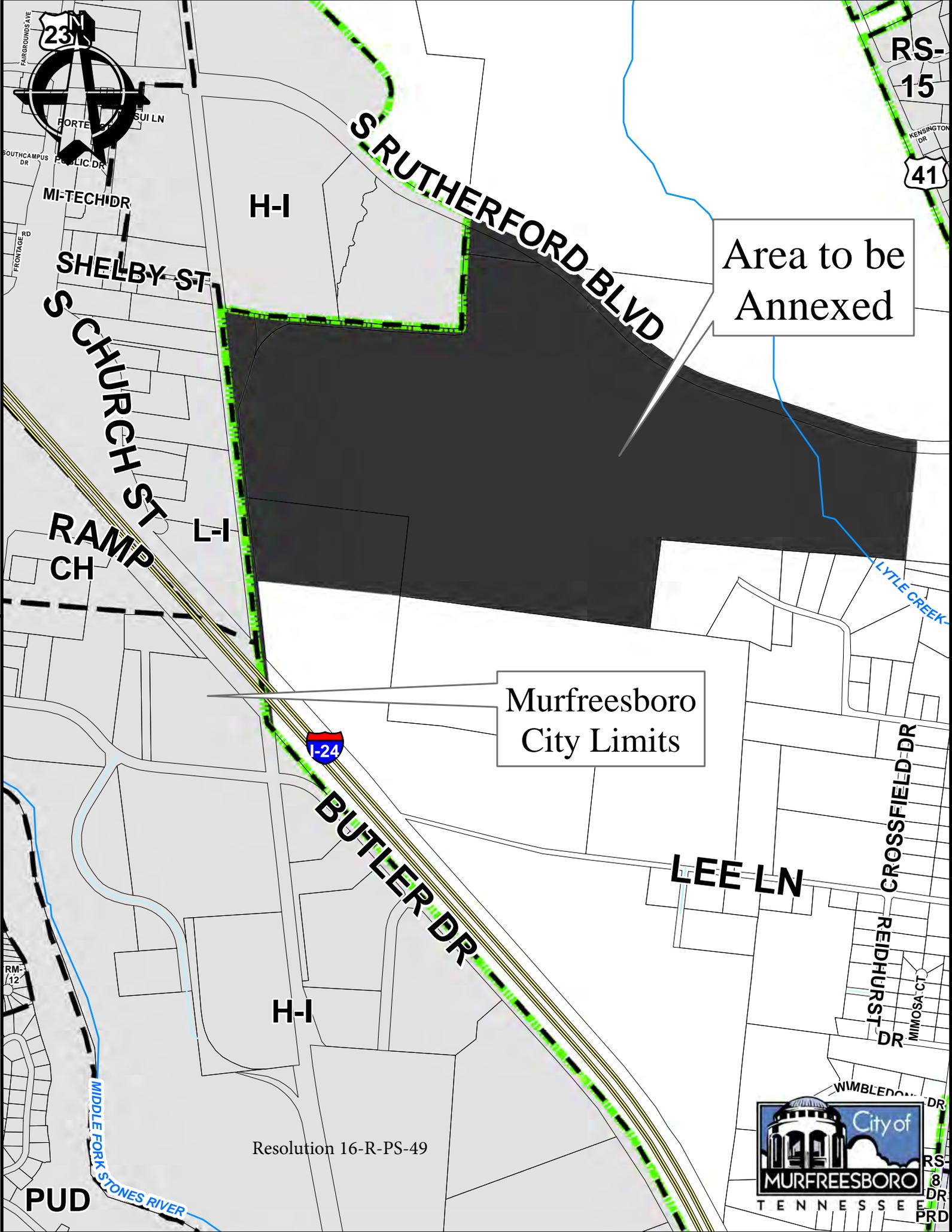
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



RS-15
KENSINGTON DR
41

Area to be Annexed

Murfreesboro City Limits

Resolution 16-R-PS-49



PAIRGROUNDS AVE
23
FORTE... SUI LN
SOUTH CAMPUS DR
PUBLIC DR
MI-TECH DR
FRONTAGE RD
SHELBY ST
S CHURCH ST
RAMP CH
L-I
MIDDLE FORK STONES RIVER
PUD

H-I

S RUTHERFORD BLVD

BUTLER DR
I-24

H-I

LEE LN

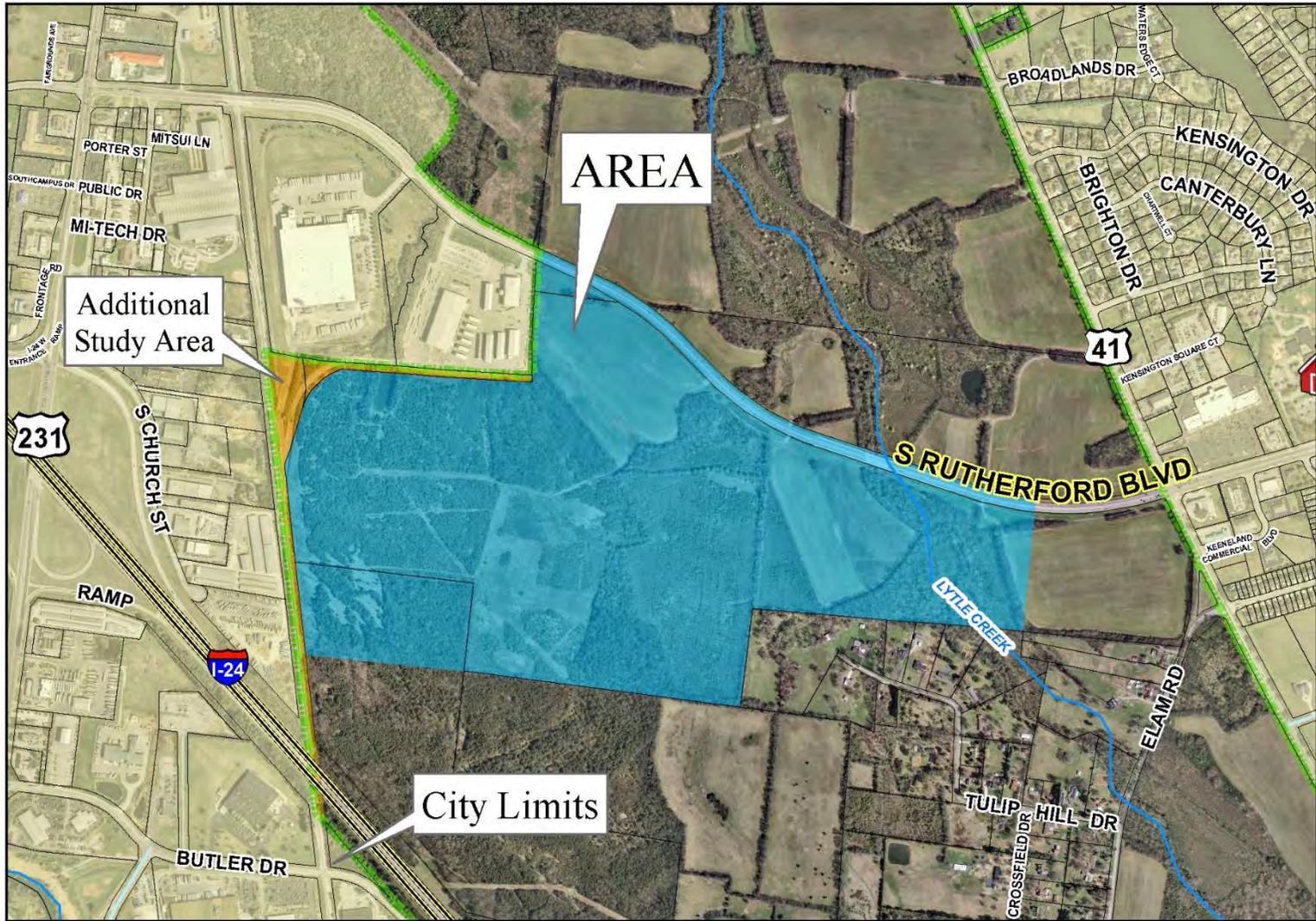
CROSSFIELD DR
REIDHURST DR
MIMOSA CT

WIMBLEDON DR
RS-8 DR PRD

**ANNEXATION REPORT FOR PROPERTY LOCATED
ALONG SOUTH RUTHERFORD BOULEVARD
INCLUDING PLAN OF SERVICES**



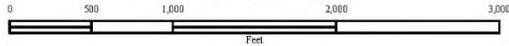
PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
October 5, 2016



**Annexation Request for Property Along
S. Rutherford Blvd.**



Path: G:\planning\annex\hooverprop8_2016ortho.mxd



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

INTRODUCTION

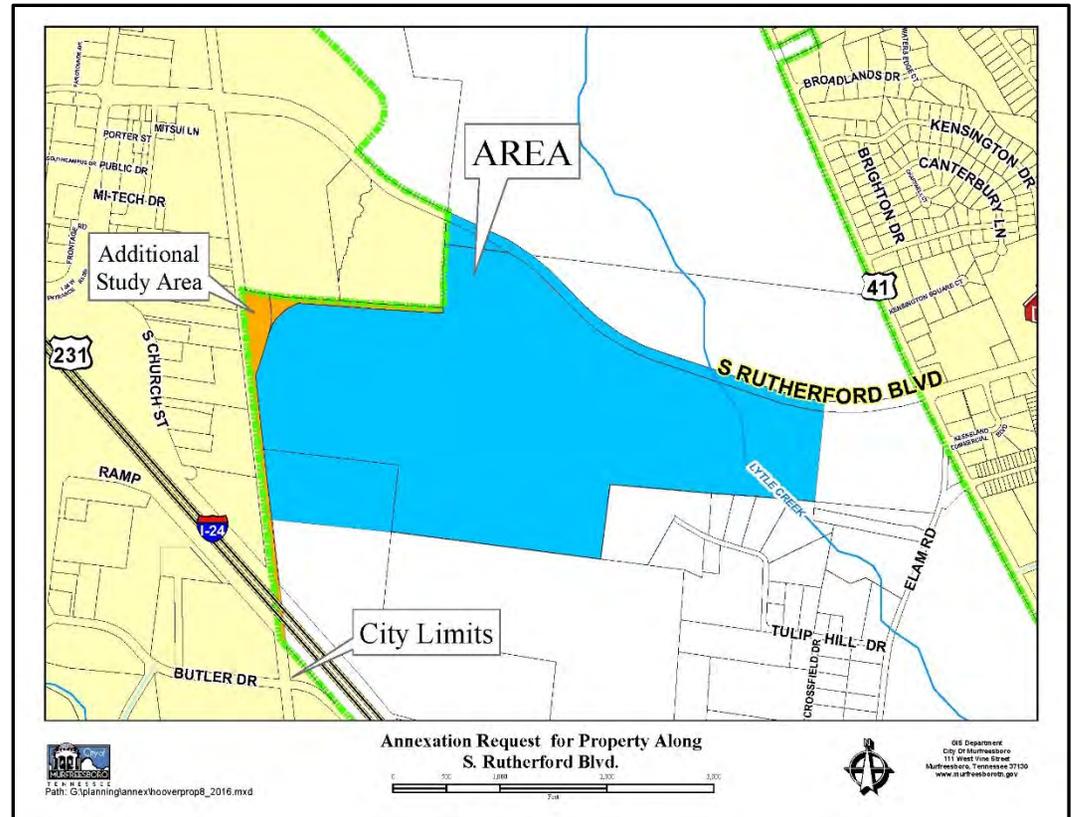
OVERVIEW

The applicant, FedEx Corporation, has requested annexation of property located along the south side of South Rutherford Boulevard.

The area studied in this Plan of Services includes: a 199.1-acre portion of a 459-acre parcel (Tax Map 112, Parcel 2.00); a 17.4-acre portion of a 72-acre parcel (Tax Map 113, Parcel 13.00); a 1.6-acre parcel (Tax Map 112, Parcel 1.00); and an adjacent 4,000-linear foot, eight-acre portion of right-of-way along South Rutherford Boulevard. (Note: All acreages are approximate.)

Additionally, a 2.5-acre parcel (Tax Map 113, Parcel 11.05) and a 3,300-linear foot, 6.6-acre portion of right-of-way along the CSX railroad located west of the study area are included in the plan of services. These properties constitute the “additional study area” shown on the adjacent map. (Note: All acreages are approximate.)

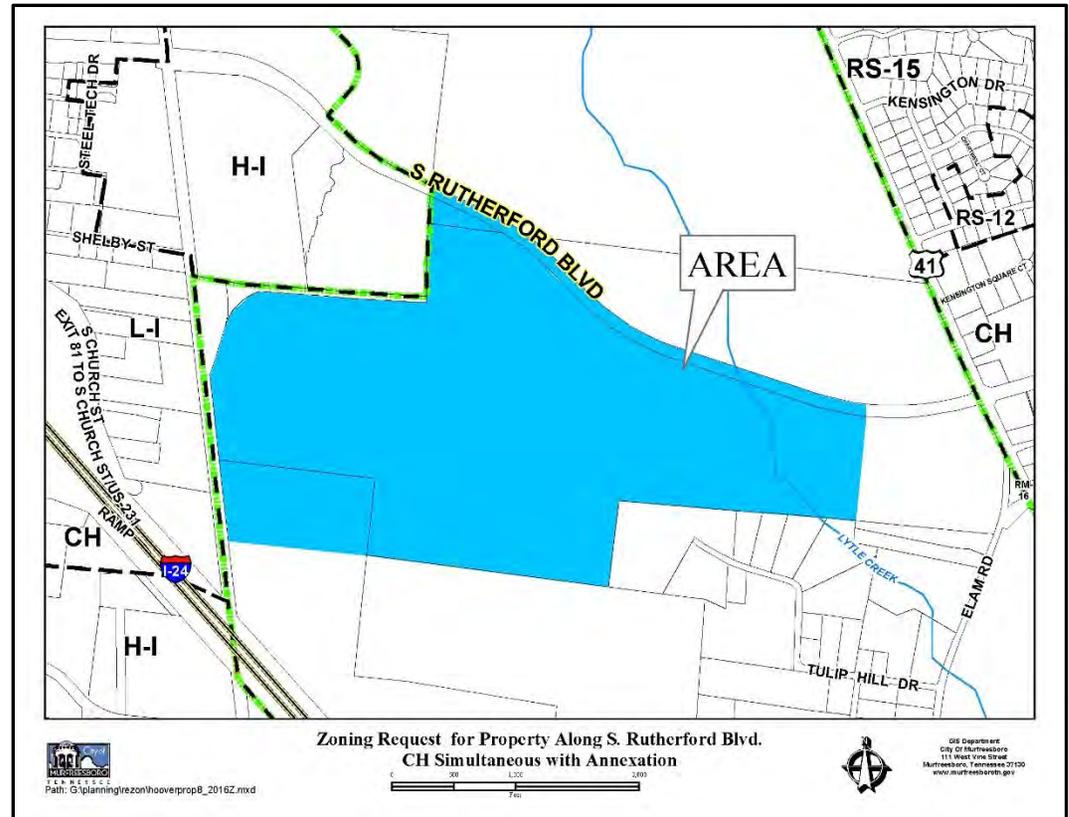
The study lies within the City of Murfreesboro’s Urban Growth Boundary and borders the City on the west and northwest. Adjacent areas to the northeast, south, and east lie within the unincorporated County.



CITY ZONING

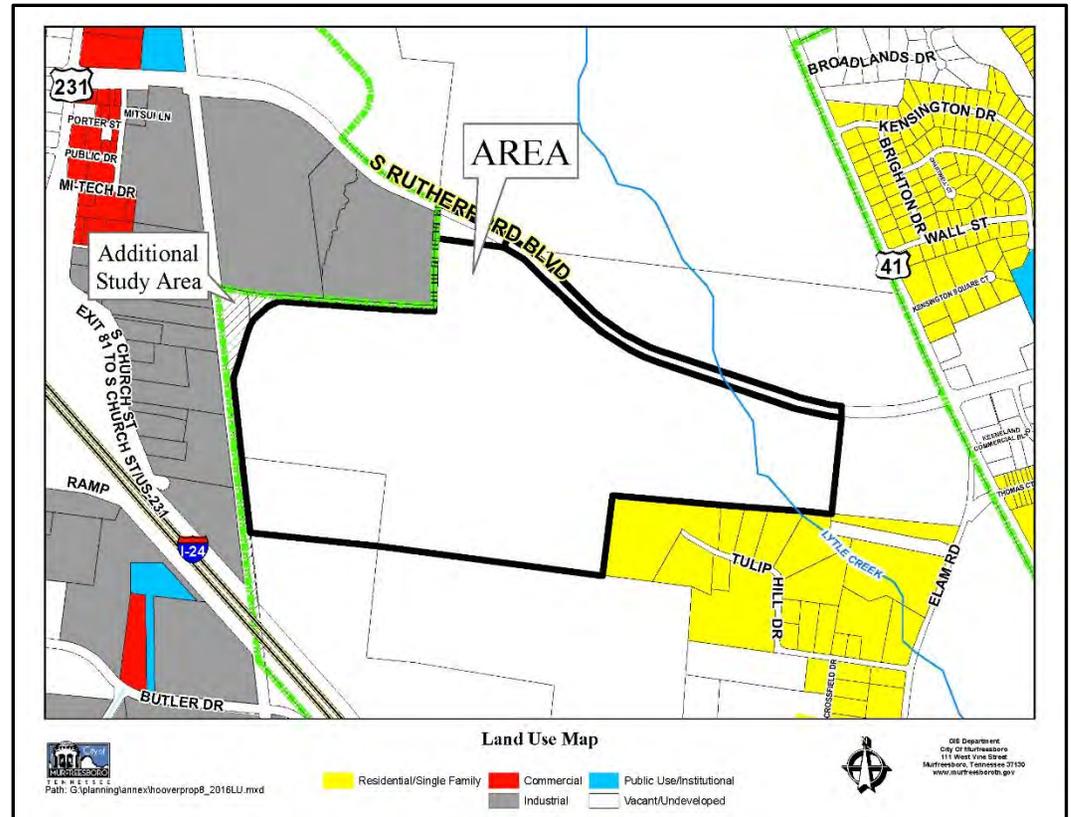
The applicant has requested rezoning to CH (Highway Commercial District) simultaneous with annexation. The study area is presently zoned RM (Residential – Medium Density) in the County.

The adjacent property to the northwest of the study area is located within the City and is zoned H-I (Heavy Industrial District). Adjacent properties to the west of the study area are also located within the City and are zoned L-I (Light Industrial District). Adjacent properties to the northeast, south, and east of the study area are located within the unincorporated County and are zoned RM.



PRESENT AND SURROUNDING LAND USE

The study area is presently vacant. Adjacent properties to the west and northwest and presently used for industrial purposes. A single-family residential subdivision adjoins the study area on the southeast. Other adjacent properties on the northeast, south, and east are presently vacant.



TAXES AND REVENUE

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

*Table I
Estimated Taxes from Site*

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Tommy Hoover et al.	199.1	\$393,370	N/A	\$98,342	\$1,249
Elizabeth L. Clark	17.4	\$9,451	N/A	\$2,363	\$30
James Allen Huskey et ux.	2.5	\$365,500	N/A	\$146,200	\$1,857
Derryberry Bettie	1.6	\$3,938	N/A	\$984	\$13
Total	220.5	\$772,259	N/A	\$247,889	\$3,149

These figures are for the property in its current state. Note that the Tommy Hoover et al. property includes a total of 459 acres; however, the study area includes only a 199.1-acre portion of the property. All figures for the Tommy Hoover et al. property are based on the 43.38 percent share of the property's area included in the study area. The Elizabeth L. Clark property includes a total of 72 acres; however the study area includes only a 17.4-acre portion of the property. All figures for the Elizabeth L. Clark property are based on the 24.17 percent share of the property's area included in the study area. The Bettie Derryberry property includes a total of 250 acres; however, the study area includes only a 1.6-acre portion of the property. All figures for the Bettie Derryberry property are based on the 0.65 percent share of the property's area included in the study area.

PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Murfreesboro Police Department. No additional costs to the department are expected. This property is located in Police Zone #7.

ELECTRIC SERVICE

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

STREET LIGHTING

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

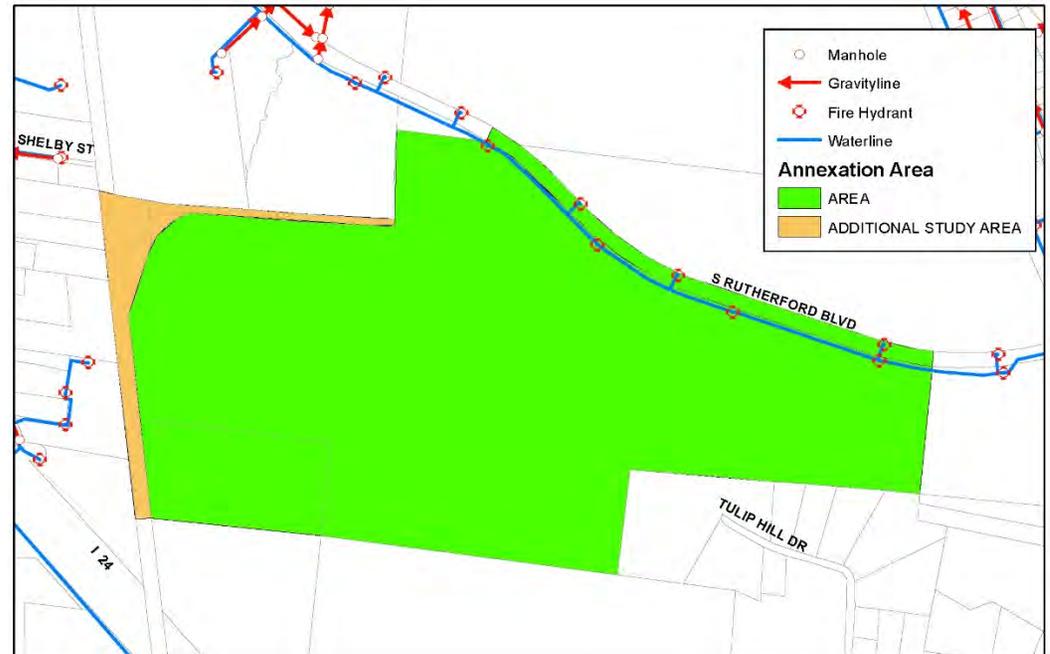
STREETS AND ACCESS

The study area currently has access to South Rutherford Boulevard, a major arterial, on the north. Upon annexation, the 4,000-linear foot portion of South Rutherford Boulevard included in the study area will become the responsibility of the City of Murfreesboro. Any future development of the study area should include a public roadway extension to the south with an intersection on Rutherford Boulevard approximately 500 feet west of Lytle Creek. Additionally, turn lane improvements may be required as part of any future development. Any future public roadway facilities serving the study area must be constructed to City standards.

WATER SERVICE

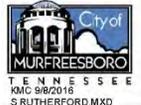
The study area lies within Murfreesboro Water and Sewer Department's (MWSD) service area. The study area is presently served by a 16-inch water line which runs along the south side of South Rutherford Boulevard. Should any new uses be proposed on the property, the developer/owner shall submit a Water Availability Request to MWSD.

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



MURFREESBORO WATER AND SEWER DEPARTMENT

Annexation Request for South Rutherford Blvd.

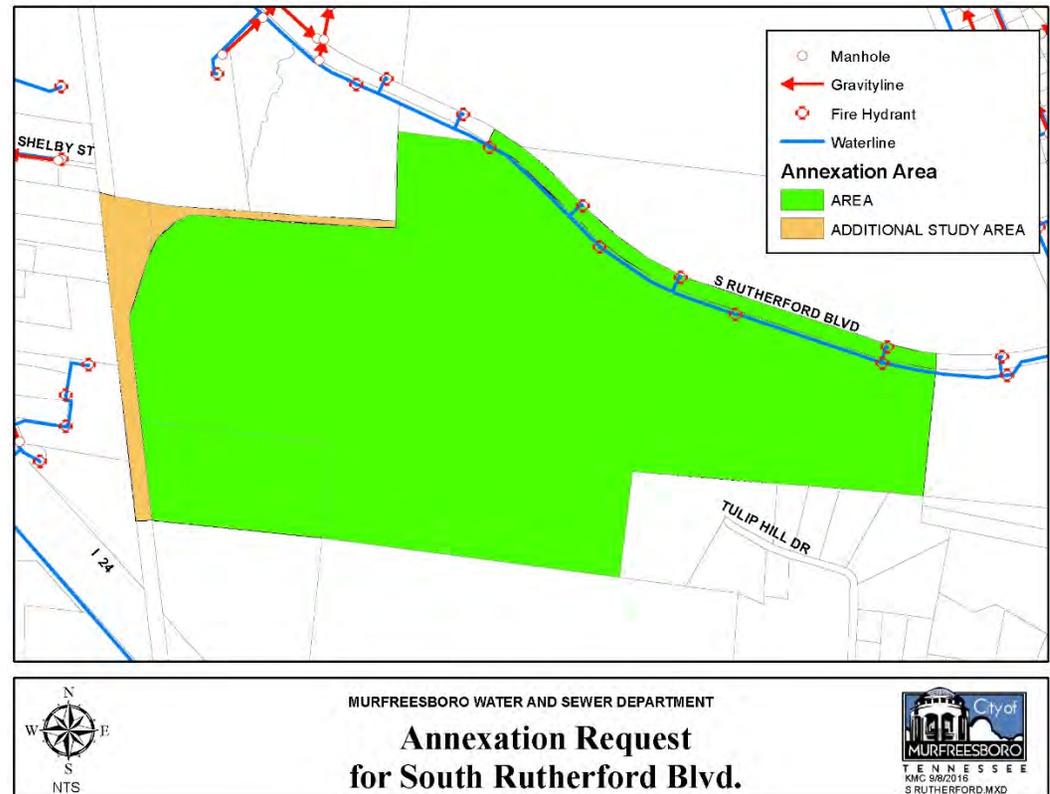


SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." Sanitary sewer can be extended to the study area in one of three ways, all of which require the acquisition of easements from neighboring property owners: 1) extend sewer from the Murfree and Derryberry properties east parallel to the northern right of way on South Rutherford Boulevard and bore to the south side of the study area; 2) extend sewer south and east from the Huskey Truss property to the study area; or 3) extend sewer from the Huskey Truss and Derryberry properties east parallel to the southern right-of-way of South Rutherford Boulevard to the study area.

The developer should anticipate working with MWSD on a proposed route for the Lytle Creek Interceptor Extension. Easements will be required for this future extension.

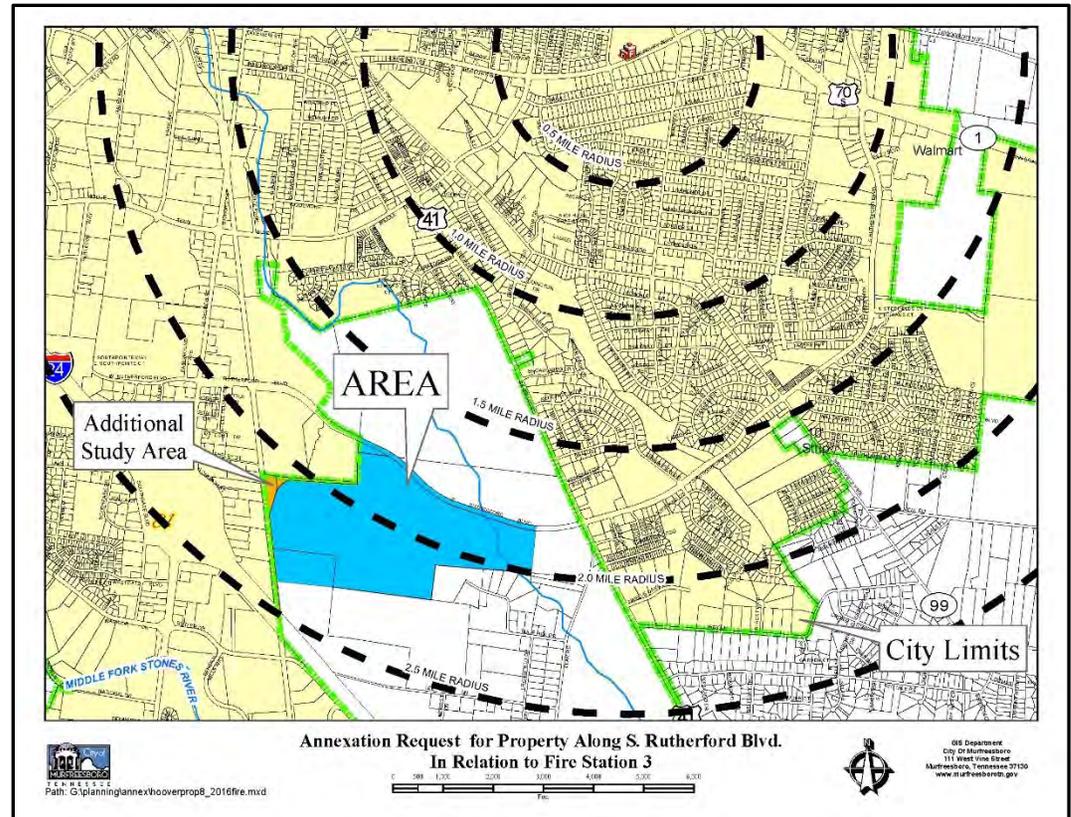
All sewer main improvements and easements needed to serve the subject properties are to be acquired and installed by the developer in accordance with MWSD's development policies and procedures. The red lines on the adjacent map represent existing sewer lines.



FIRE AND EMERGENCY SERVICE

The annexation will have no negative impact on the Murfreesboro Fire and Rescue Department (MFRD). The MFRD will provide fire protection with a full-time, professional staff as well as medical first responder service. Any development on the site must provide adequate fire flows and install water lines and fire hydrants per the Murfreesboro Water and Sewer Department (MWSD) policies and procedures.

The closest fire station to the subject tract is Fire Station #3, located at 1511 Mercury Boulevard, 3.0 miles from the study area. MFRD headquarters, located at 202 East Vine Street, is 3.2 miles from the study area. The MFRD can provide ISO Class Two (2) fire protection. The dashed lines on the adjacent map represent linear distance ranges from the nearest fire stations.



SOLID WASTE COLLECTION

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

BUILDING AND CODES

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

RECREATION

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

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

CITY SCHOOLS

The Murfreesboro City School system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. The study area is located in the Black Fox Elementary school zone. However, because the study area is proposed for commercial use, any development on the area should have minimal impact on the school system.

GEOGRAPHIC INFORMATION SYSTEMS

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

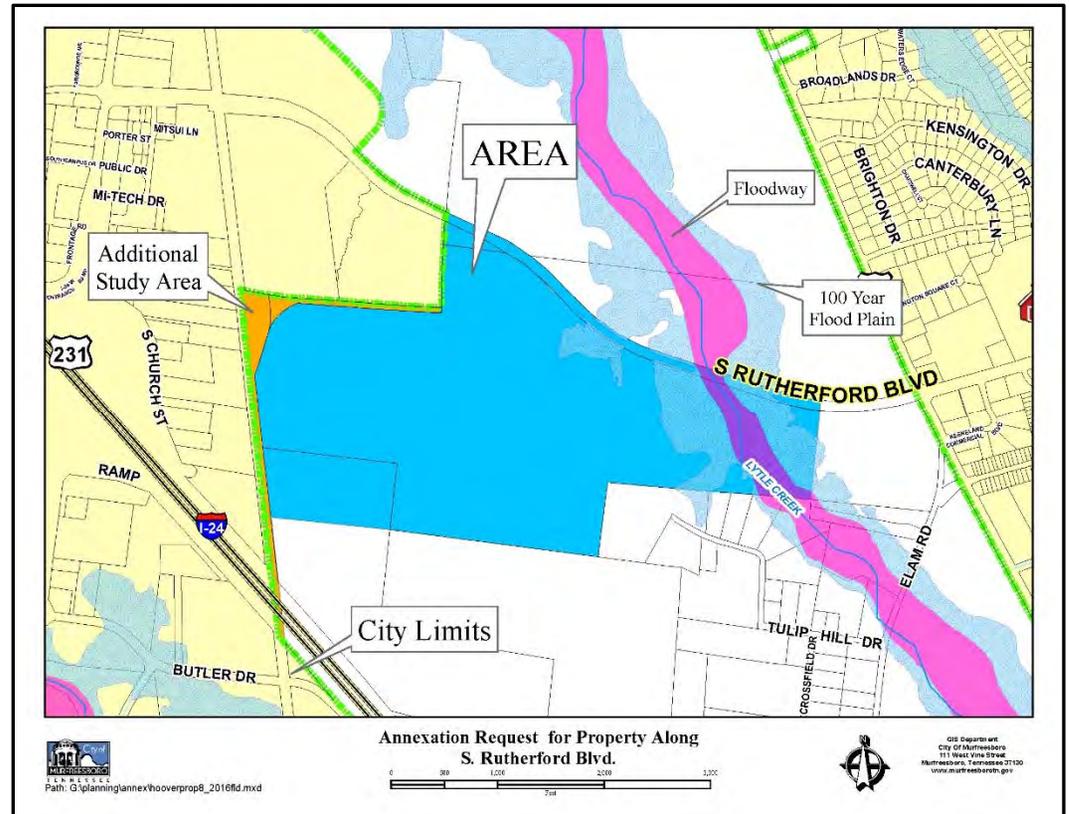
PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

FLOODWAY

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

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

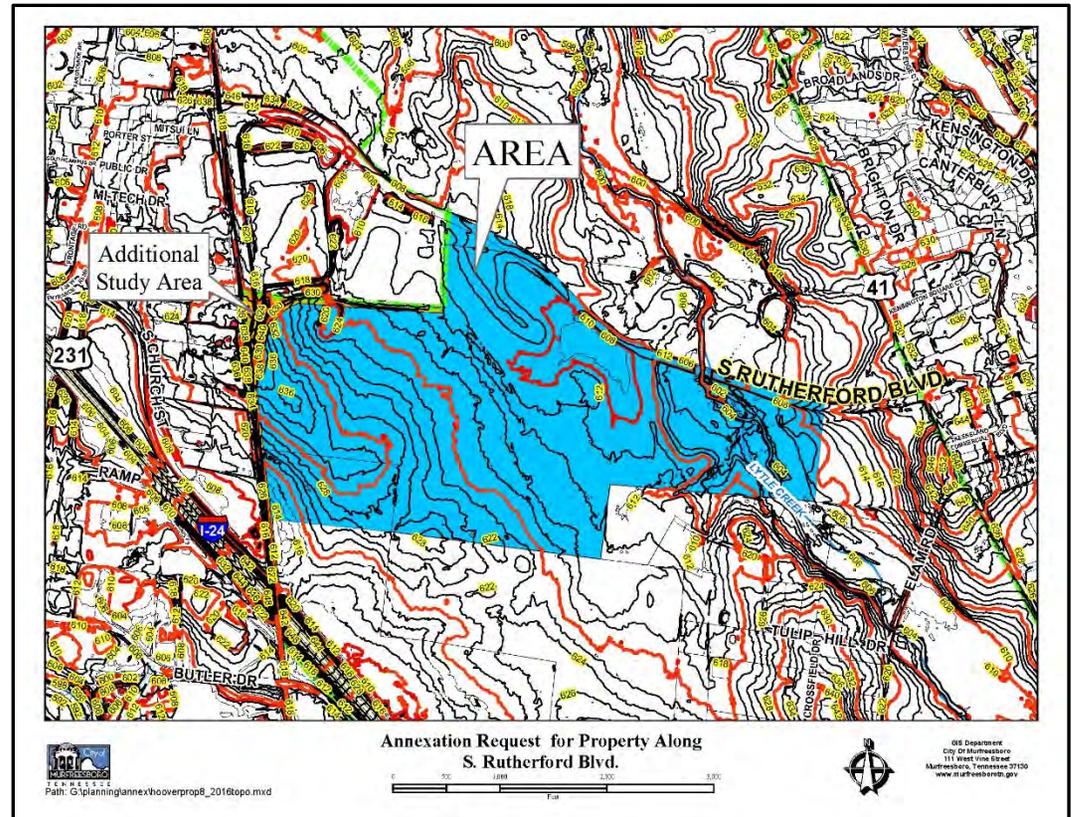


DRAINAGE

The eastern portion of the study area drains to Lytle Creek, while the central portion of the study area drains northward to an existing cross drain before emptying into Lytle Creek. The southwestern portion of the study area drains to West Fork Stones River. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

New development on the property must meet the City's requirements for building in the floodplain, including properly elevating structures and preventing encroachments in the floodway. Any alterations to Lytle Creek will require appropriate state and federal permits. Any future development must include a 50-foot Water Quality Protection Area from top of bank on each side of Lytle Creek.

New development on the property must also meet overall City of Murfreesboro Stormwater Quality requirements including water quality and detention. Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed residential land use and considering applicable credits, this property has the potential to generate \$36,000 in Stormwater Utility Fees annually upon full development. The red lines on the adjacent map represent ten-foot contours. The black lines represent two-foot intervals.



ANNEXATION FOLLOW-UP

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

RESOLUTION 16-R-A-49 to annex approximately 236.8 acres along South Rutherford Boulevard, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Thomas Hoover, Elizabeth Clark, Etal., applicants. [2016-515]

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 16-R-PS-49** on November 17, 2016; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on October 5, 2016 and recommended approval of the annexation; and

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 16-OZ-49**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

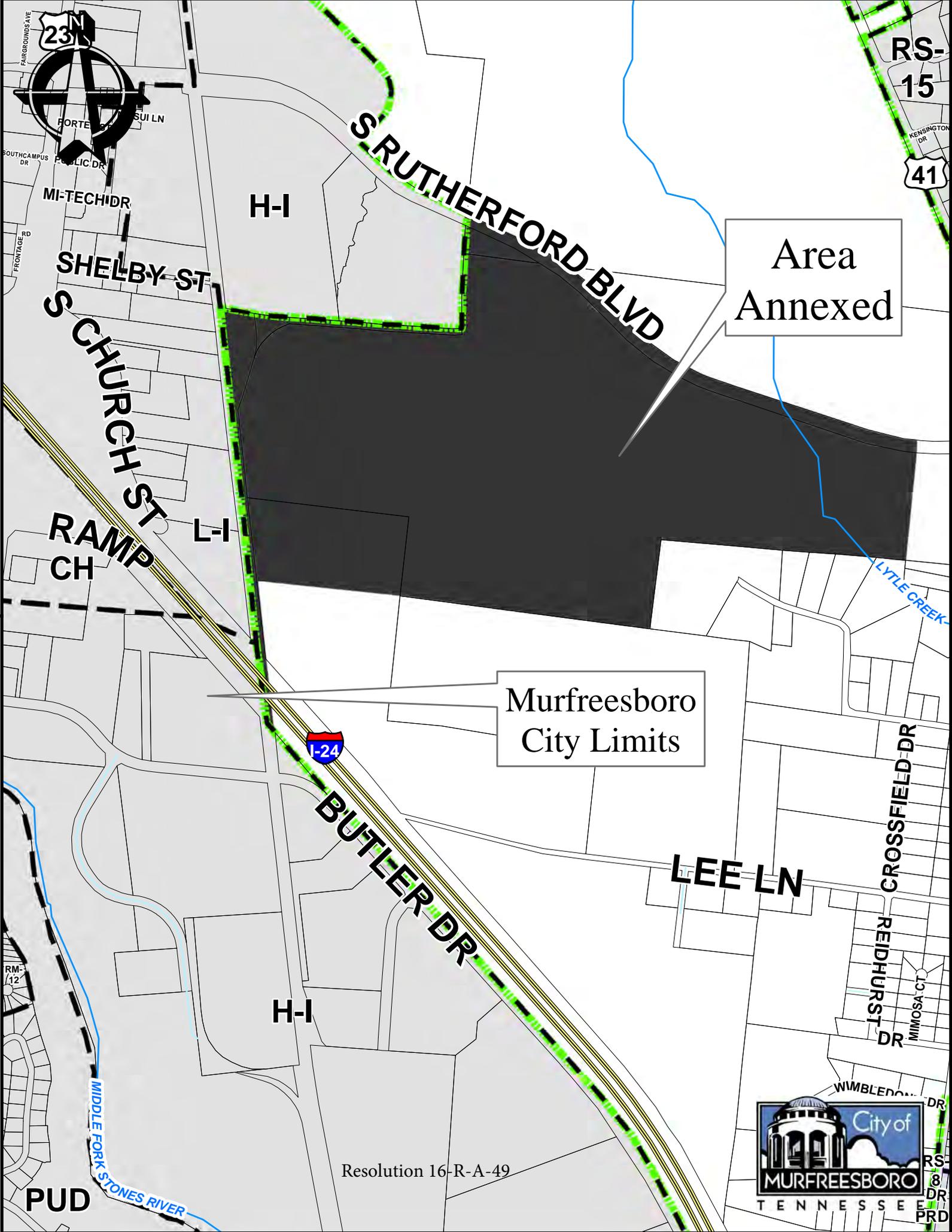
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



RS-15
KENSINGTON DR
41

Area Annexed

Murfreesboro City Limits

Resolution 16-R-A-49



PAIRGROUNDS AVE
23
FORTE... SUI LN
SOUTH CAMPUS DR
PUBLIC DR
MI-TECH DR
FRONTAGE RD
SHELBY ST
S CHURCH ST
RAMP CH
L-I
MIDDLE FORK STONES RIVER
PUD

H-I

S RUTHERFORD BLVD

BUTLER DR
I-24

H-I

LEE LN

CROSSFIELD DR
REIDHURST DR
MIMOSA CT

WIMBLEDON DR
RS-8 DR PRD

ORDINANCE 16-OZ-49 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 227.7 acres along South Rutherford Boulevard as Highway Commercial (CH) District simultaneous with annexation; FedEx Ground, applicant. [2016-446]

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 Highway Commercial (CH) 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

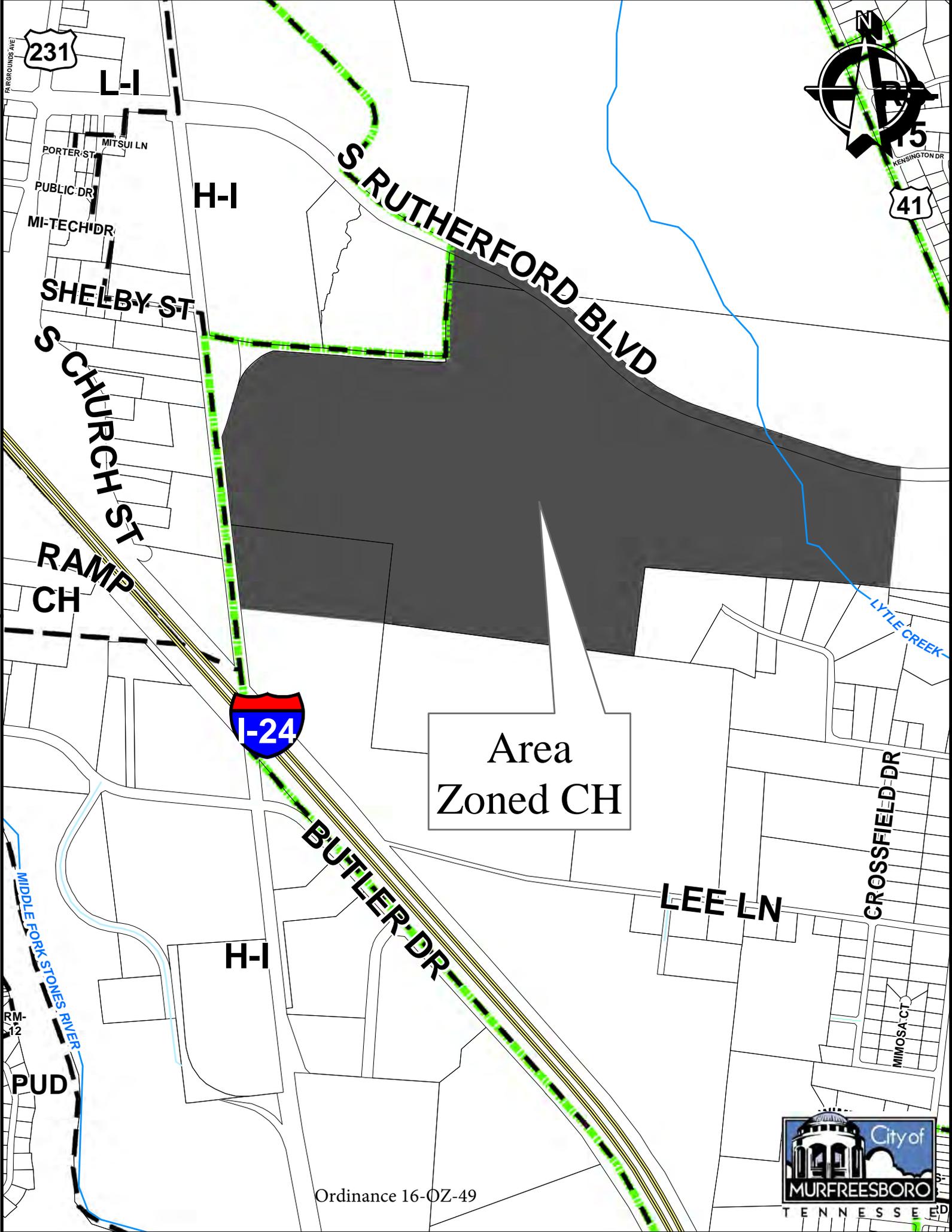
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



231

45

41

H-I

S RUTHERFORD BLVD

SHELBY ST

S CHURCH ST

RAMP CH

I-24

Area Zoned CH

BUTLER DR

LEE LN

CROSSFIELD DR

H-I

MIMOSA CT

MIDDLE FORK STONES RIVER

PUD



Ordinance 16-OZ-49

ORDINANCE 16-OZ-54 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 8 acres along South Rutherford Boulevard from Single-Family Residential Ten (RS-10) District to Residential Zero Lot-Line (RZ) District; Swanson Development, applicant [2016-451].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Residential 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



RUTHERFORD ST

O BRIEN DR

DELMAR AVE

PRD

Area
Rezoned from
RS-10 to RZ

ASPEN AVE

S RUTHERFORD BLVD

LISMORE DR

RM-12

PUD

ANNEX CT

ARROW CT

CH

FLOYD AVE

99

CF

WILLOW DR



Ordinance 16-OZ-54

ORDINANCE 16-OZ-50 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 6.6 acres along Salem Creek Drive from General Office (OG) District to Planned Residential Development (PRD) District (Ashton at Salem Creek); David Alcorn, applicant [2016-452].

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



CH

99

NEW SALEM HWY

CASON LN
CH

CF

Area
Rezoned from
OG to PRD

RS-15

OG

PUD

SALEM CREEK DR

STONEWATER CT

RS-12

STONECENTER LN
PRD

BEAULAH DR

PRESLEY DR

TREVOR TRI

Ordinance 16-OZ-50



ORDINANCE 16-OZ-52 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.72 acres at 720 Old Salem Road from Residential Multi-Family Twelve (RM-12) District to Highway Commercial (CH) District; John Rudd, applicant [2016-443].

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

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

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

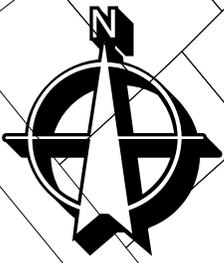
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



SHORT ST
DOUGLAS AVE

RM-12

BATTLE AVE

KINGS HWY

CL

Area
Rezoned from
RM-12 to CH

OLD SALEM RD

MARIETTA ST

PARK AVE

H-I

HALEY RD

Ordinance 16-OZ-52





... creating a better quality of life

October 11, 2016

Mayor McFarland and Members of the Murfreesboro City Council:

RE: Proposed Sign Ordinance Amendments

Introduction:

Staff is proposing amendments to the Sign Ordinance for your consideration. These Amendments add definitions for two additional types of signs, modify the definition of an “Attached sign,” modify a prohibition as to certain “Attached signs,” simplify the process of allowing a sign to be placed in a utility easement, delete the current height limitation on “Attached signs” in the CBD, and eliminate certain impractical requirements.

The Amendments:

SECTION 1 of the proposed Ordinance will add definitions of an “Awning,” an “Awning sign,” and a “Projecting sign.” The requirements for and limitations of a Projecting sign are included in the definition. Staff has planned to include Projecting signs in the revision of Section 26 of the Sign Ordinance (dealing with permanent signs). That amendment will not be ready for some time, and this addition will allow interested parties to move forward with Projecting signs without a substantial wait.

SECTION 2 and SECTION 3 of the proposed Ordinance are changes to the current definition of “Attached sign” that are necessary to allow a Projecting sign.

SECTION 4. The Sign Ordinance currently requires the consent of the easement holders, approval of the Chief Building Official, and approval by the BZA before a sign can be placed in an easement. Staff is not aware of any instance where the BZA has denied an application for placement of a sign in an easement when the easement-holders and the Chief Building Official have approved the application. The BZA mandated proceeding, however, adds at least a month to an applicant’s process and an additional \$250.00 in application fees, along with the time and any other cost associated with the BZA application and presentation.

So long as all utilities that have an interest in the easement and the Chief Building Official approve the application, submission to the BZA seems to be an unnecessary burden on the BZA, the applicant, and staff. SECTION 4 of the proposed Ordinance will make approval of signs in easements an administrative function by revising the wording of Chapter 25 ¼ - 24(A)(22). To

Legal Department

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

implement this change, staff has created a form for an Application for Revocable License for Placement of Sign in Utility Easement, a copy of which is attached as **Exhibit A**. This document will be recorded to provide notice to future property owners and other possibly interested parties.

SECTION 5 of the proposed Ordinance will eliminate the height limitation for Attached signs in the CBD to “ground level floor or 16 ft., whichever is higher.” Staff has been considering recommending the elimination of this height restriction for some time, and proposes that it be done now.

SECTION 6 of the proposed Ordinance will modify the requirements for a “interstate on-site” signs. The Sign Ordinance currently requires that these signs be either “non-illuminated, push-through or indirectly illuminated,” and that they have landscape screening at the base of the sign. So-called push-through style lighting for this type of sign has proven to be unnecessarily expensive and burdensome on the applicants without any significant benefit to the City. Because of the nature of the soil surrounding the base of the sign, attempts at landscaping around the base are rarely successful. SECTION 6 of the proposed Ordinance will delete these two requirements.

Fiscal Impact:

None.

Concurrences:

After a Public Hearing, the Planning Commission unanimously recommended adoption of the amendments contained in the proposed Ordinance.

Recommendation:

Staff recommends that this proposed Ordinance amending the Sign Ordinance be adopted by City Council.

Sincerely,

David A. Ives
Assistant City Attorney

CY: Rob Lyons
Jim Crumley
Jennifer Moody
Robert Holtz
Amelia Kerr
Mike Browning

This Instrument Prepared By:
David A. Ives, Assistant City Attorney
City of Murfreesboro
P.O. Box 1044
Murfreesboro, TN 37133-1044

Application Fee \$ _____
Received _____

Tax Map ____ Group ____ Parcel ____
**APPLICATION FOR REVOCABLE LICENSE
FOR PLACEMENT OF SIGN IN UTILITY EASEMENT**

Applicant: _____ Sign Owner: _____

Property Owner: _____ Development: _____

Property Address: _____ Book ____ page ____.

IN CONSIDERATION of receiving a License to place a sign in an easement as depicted on the attached excerpt from a Site Plan prepared and stamped by a Tennessee licensed engineer, the Applicant, on behalf of the Sign Owner and all others having an interest in the sign, and for its and their successors and assigns, agrees:

The easement holder(s) may limit the size and height of the sign structure.

Allowing the sign does not waive or modify easement holder(s)' rights as easement holder(s).

Easement holder(s) or contractors may at any time work within the easement and will have no liability to Applicant for damage to the sign in the easement. Applicant will remove and replace the sign, at Applicant's expense, if necessary to allow easement holder(s) to work in the easement.

Easement holder(s) may limit or withdraw this License at any time if the sign impairs or interferes with the easement holder(s)' use of the easement. Applicant will be solely responsible for finding an alternative sign location in compliance with the Sign Ordinance.

Applicant will provide a Sign Placement Certificate prepared by a Tennessee licensed surveyor or engineer if requested.

Applicant shall be responsible for compliance with **TN One Call** procedures.

Applicant signature

State of Tennessee; County of Rutherford

Personally appeared before me, the undersigned Notary Republic in and for said County and State, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and acknowledged that he / she executed the foregoing instrument for the purposes therein contained and in the capacity indicated.

Witness my hand and seal this the ____ day of _____, 20__.

Notary Public

My Commission expires: _____

REVOCABLE LICENSE

Based on the concurrence of the applicable easement holder(s) as indicated on the following page, the undersigned, as or on behalf of the Chief Building Official, hereby grant to the Applicant a Revocable License to place a sign in a utility easement as depicted on the attached Exhibit A and in accord with the terms and conditions as stated above and as contained in any Sign Permit.

Name: _____
Title: _____

State of Tennessee; County of Rutherford

Personally appeared before me, the undersigned Notary Republic in and for said County and State, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and acknowledged that he / she executed the foregoing instrument for the purposes therein contained and in the capacity indicated.

Witness my hand and seal this the ____ day of _____, 20__.

Notary Public

My Commission expires: _____

For ATMOS

Name: _____

For AT&T

Name: _____

For Comcast

Name: _____

For City Engineer

Name: _____

For City Traffic Engineer

Name: _____

For Consolidated Utility District

Name: _____

For Middle Tennessee Electric

Name: _____

For Murfreesboro Electric Department

Name: _____

For Murfreesboro Water & Sewer Department

Name: _____

For TVA

Name: _____

For Other: _____

Name: _____

For Other: _____

Name: _____

For Other: _____

Name: _____

**APPLICATION FOR REVOCABLE LICENSE
FOR PLACEMENT OF SIGN IN UTILITY EASEMENT**

PAGE 3 – IF NECESSARY

_____ (“Creditor”) is the holder of a promissory note dated _____ in the total principal amount of \$_____, Secured by a Deed of Trust recorded at _____ Book, page _____, Register’s office of Rutherford County, Tennessee. Creditor hereby joins in the execution of this Release for the purpose of subordinating the lien of said Deed of Trust to this Release and Indemnity Agreement in favor of the City, but said Deed of Trust shall not otherwise be affected hereby, and shall continue in full force and effect as before the execution and recording hereof, subject only to said Release.

Creditor: _____

By: _____

Printed Name: _____

Its: _____

STATE OF _____)

: ss

COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the president, or other officer authorized to execute the instrument, of _____, the within named bargainor, and that such person as such officer executed the foregoing instrument for the purposes therein contained by personally signing the name of the financial institution in such person’s capacity as such officer.

Witness my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____ (SEAL)

ORDINANCE 16-O-48 amending Murfreesboro City Code, Chapter 25.25 - Signs, Sections 25.25-2, 25.25-24 and 25.25-26, dealing with certain definitions, prohibited signs, signs placed in easements, height of attached signs in the CBD, and interstate on-site signs.

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

SECTION 1. Amend Sign Ordinance Section 25.25-2 Definitions, Interpretation by adding the following new definitions in alphabetical order:

Awning: A roof-like cover or shelter attached to a building or a portion thereof and constructed of rigid or non-rigid materials on or under a supporting framework that may be either permanent or retractable.

Awning sign: A type of attached sign that is painted on, printed on or attached to an awning. An awning sign is allowable in all zones where an attached sign is allowable and counts as all or a part of the allowable attached signage.

Projecting sign: A type of attached sign that is substantially perpendicular to the surface to which it is attached. The inner edge of a projecting sign may not extend more than 1 ft. from the surface to which it is attached and the outer edge of a projecting sign may not extend more than 6 ft. from the surface to which it is attached. The bottom edge of a projecting sign must be at least 10 ft. above the surface below the projecting sign. A projecting sign must be setback at least 10 ft. from power lines and may not extend over ROW except if the surface to which it is attached is adjacent to the ROW. The support structure for a projecting sign must be designed and stamped by a Tennessee licensed structural engineer. A projecting sign is allowable in all zones where an attached sign is allowable and counts as all or a part of the allowable attached signage. A projecting sign may not have more than two sign faces; if the two sign faces are identical and back to back, only one sign face counts toward the allowable attached signage. If the two sign faces are different, or if they are to any extent "V" shaped, both sign faces count toward the allowable attached signage. Illumination is allowed to the same extent as other attached signs in the zone district in which the projecting sign is located.

SECTION 2. Amend Sign Ordinance Section 25.25-2 Definitions, Interpretation by amending the definition of "Attached sign" by changing the sentence that currently reads, "An attached sign may not extend beyond any limits of the surface to which it is attached" to read as follows: "An attached sign may not extend above the height of the building elevation to which it is attached."

SECTION 3. Amend Sign Ordinance Section 25.25-24(A)(18) to read as follows:
“(18) No attached sign that is mounted parallel to the surface to which it is attached) shall extend more than 18 inches beyond the surface to which it is attached.”

SECTION 4. Amend Sign Ordinance Section 25.25-24(A)(22) by deleting same and replacing it with the following:

(22) No sign of any type or any foundation or vertical support thereof shall be placed in or over a public utility or drainage easement unless the holder(s) of the easement consent in writing to such placement and such placement is approved in writing by the Chief Building Official, with such conditions as the Chief Building Official shall deem to be appropriate. The Building & Codes Department shall provide forms for evidencing the consent of easement holder(s) and approval of the Chief Building Official.

SECTION 5. Amend Sign Ordinance Section 25.25-26(C)(3)(a)[1], and Section 25.25-26(C)(3)(c) by deleting from each the following: “Height – Ground level floor or 16 ft., whichever is higher.”

SECTION 6. Amend Sign Ordinance Section 25.25-26(C)(4)(b)[8], Section 25.25-26(C)(4)(c)[5], and Section 25.25-26(C)(4)(d)[5] by deleting subsections [ee] and [ff] from each and redesignating current subsection [gg] as subsection [ee].

SECTION 7. 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.

Regular Agenda

November 10, 2016

Honorable Mayor and Members of City Council

Re: Planning Commission recommendations for scheduling public hearings.

Background

During its regular meeting on November 2, 2016, the Planning Commission conducted public hearings on the matters listed below. After the public hearings the Planning Commission discussed the matters and then took action to recommend their approval:

- a. Zoning application [2016-453] for approximately 1.9 acres located along Florence Road to be rezoned from H-I to L-I, City of Murfreesboro Administration Department applicant.
- b. Zoning application [2016-448] for approximately 7.6 acres located along Wilkinson Pike and Greshampark Drive to be rezoned from OG (2 acres) & RS-15 (5.6 acres) to MU, and to remove the Wilkinson Pike Buffer on these properties, Tommy Smith applicant.
- c. Annexation Plan of Services and annexation petition [2016-518] for approximately 36.9 acres located along Asbury Road & Asbury Lane, Anthony King, Desinda Malone and Levi Grantham applicants.
- d. Zoning application [2016-455] for approximately 36.9 acres located along Asbury Road & Asbury Lane to be zoned PRD (Kingsbury Development) simultaneous with annexation, Land Management Group applicants.
- e. Zoning application [2016-437] for approximately 5.2 acres located along Old Fort Parkway to be rezoned from RS-15 to PUD (Old Fort Plaza PUD), Muralidhar Bethi applicant.

- f. Annexation Plan of Services and annexation petition [2016-517] for approximately 34.3 acres located along Osborne Lane, John Beckham Throneberry II Irrevocable Trust and Allison Throneberry Camp applicant.
- g. Zoning application [2016-454] for approximately 34.3 acres located along Osborne Lane to be zoned RS-12 (16.4 acres) & RS-10 (17.9- acres) simultaneous with annexation, Conrad Camp applicant.
- h. Proposed amendments to the Zoning Ordinance regarding seasonal fireworks sales, temporary mobile recycling centers and temporary vendors [2016-802], City of Murfreesboro Planning Department applicant.

Recommendation

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

Concurrences

The Murfreesboro Planning Commission has studied and conducted a public hearing on the matters and recommends their approval.

Fiscal Impact

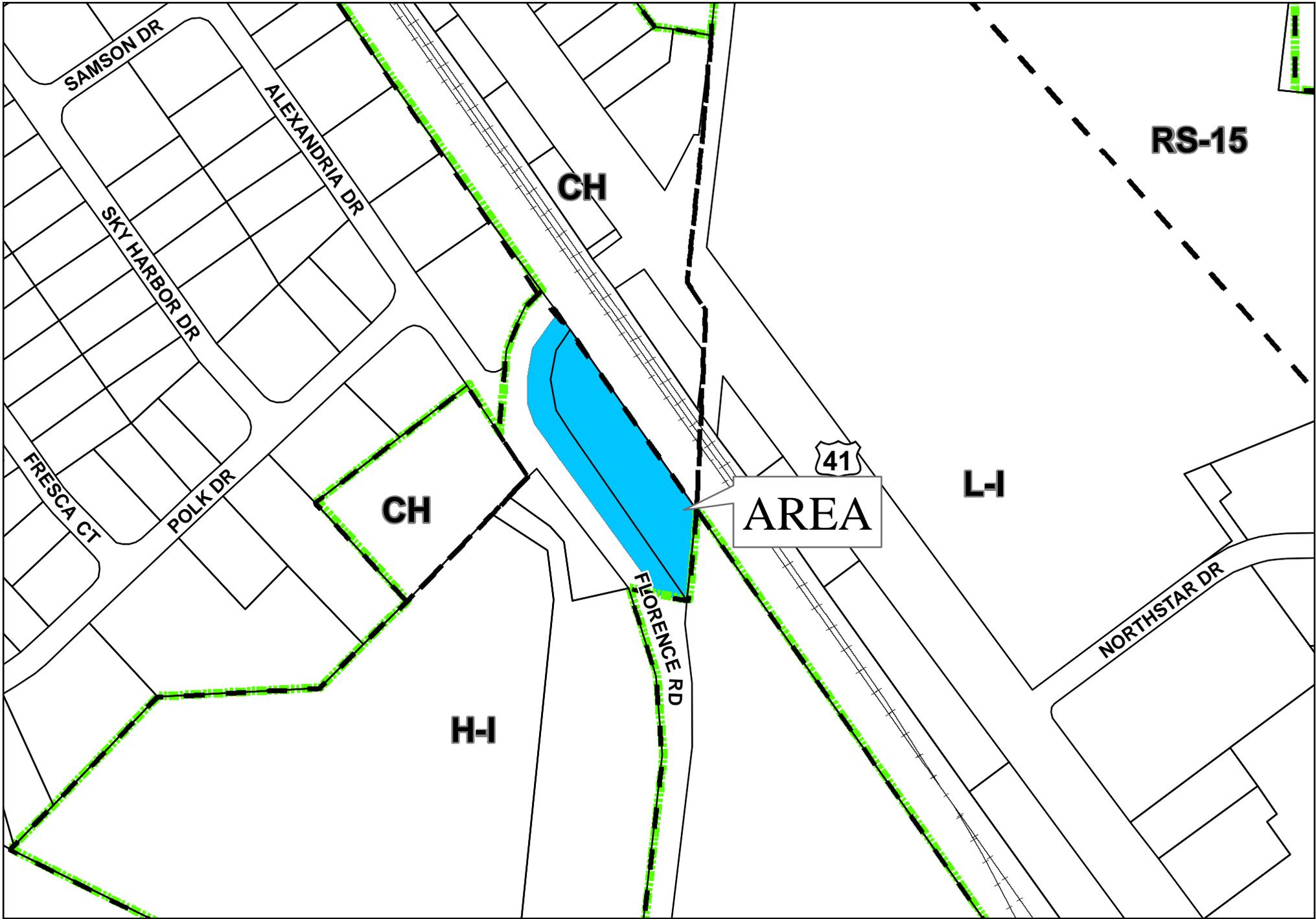
Staff is not aware of any fiscal impact that will result directly from this recommendation.

Attachments

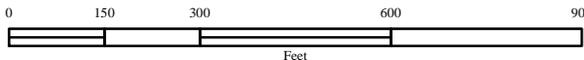
1. Illustrations of the areas.

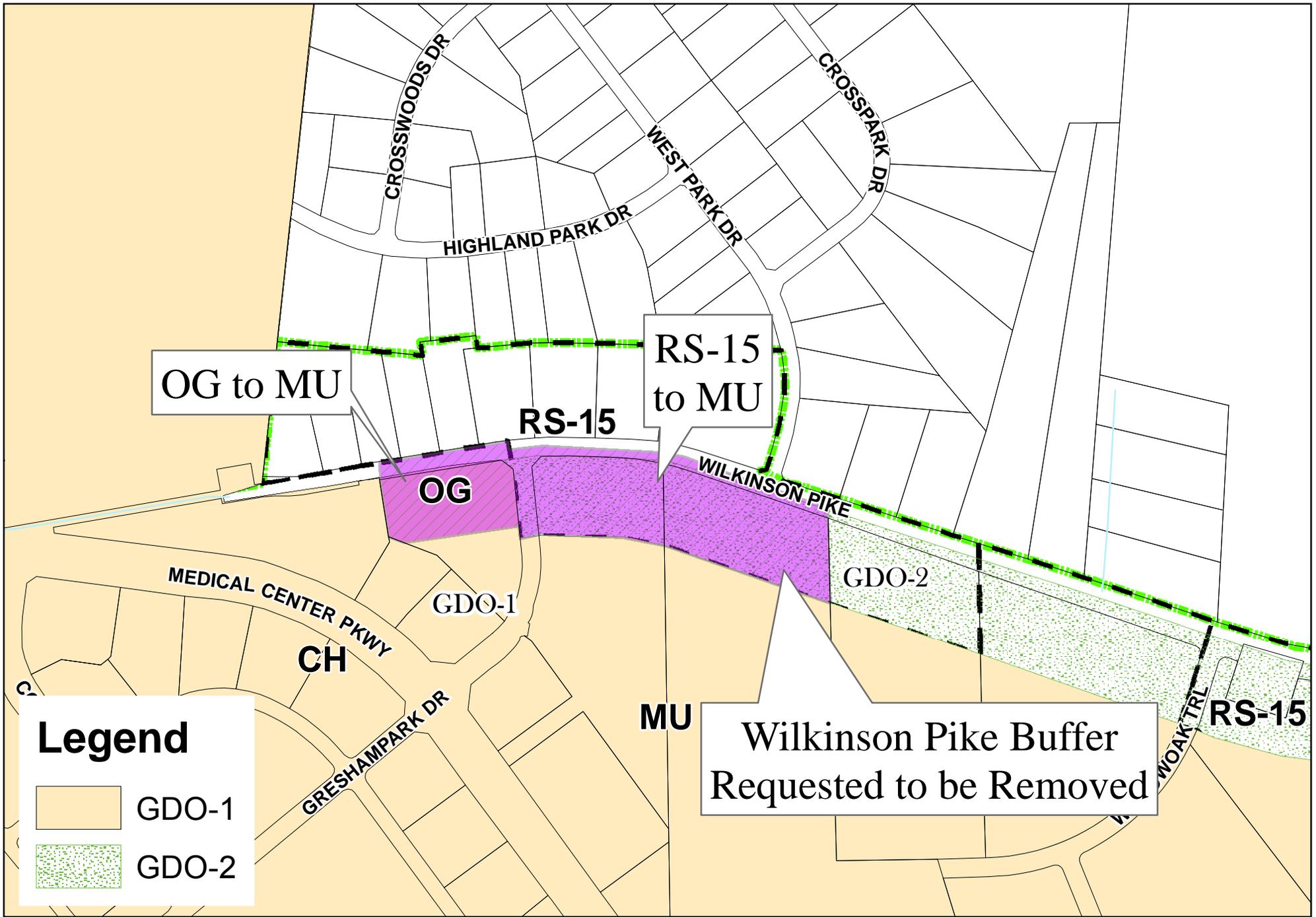
Respectfully Submitted,

Margaret Ann Green, AICP
Principal Planner



Rezoning Request Along Florence Rd
from H-I to L-I

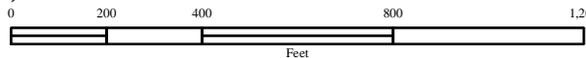




Legend

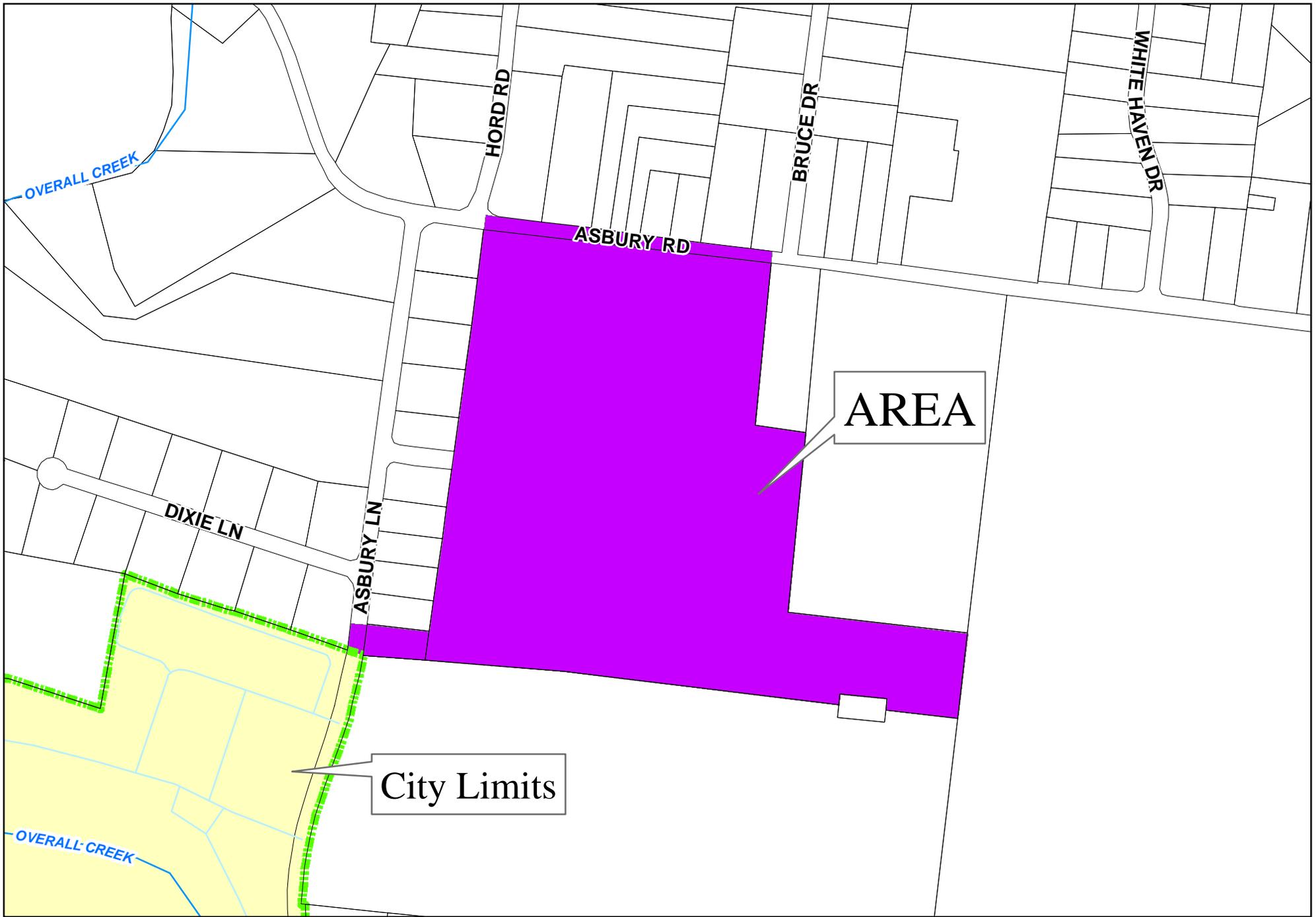
-  GDO-1
-  GDO-2

**Rezoning Request for Property Along Wilkinson Pk.
from OG, RS-15 GDO-1 and GDO-2 to MU and GDO-1**

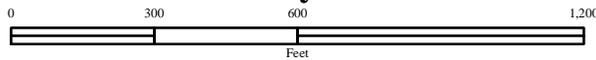


GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



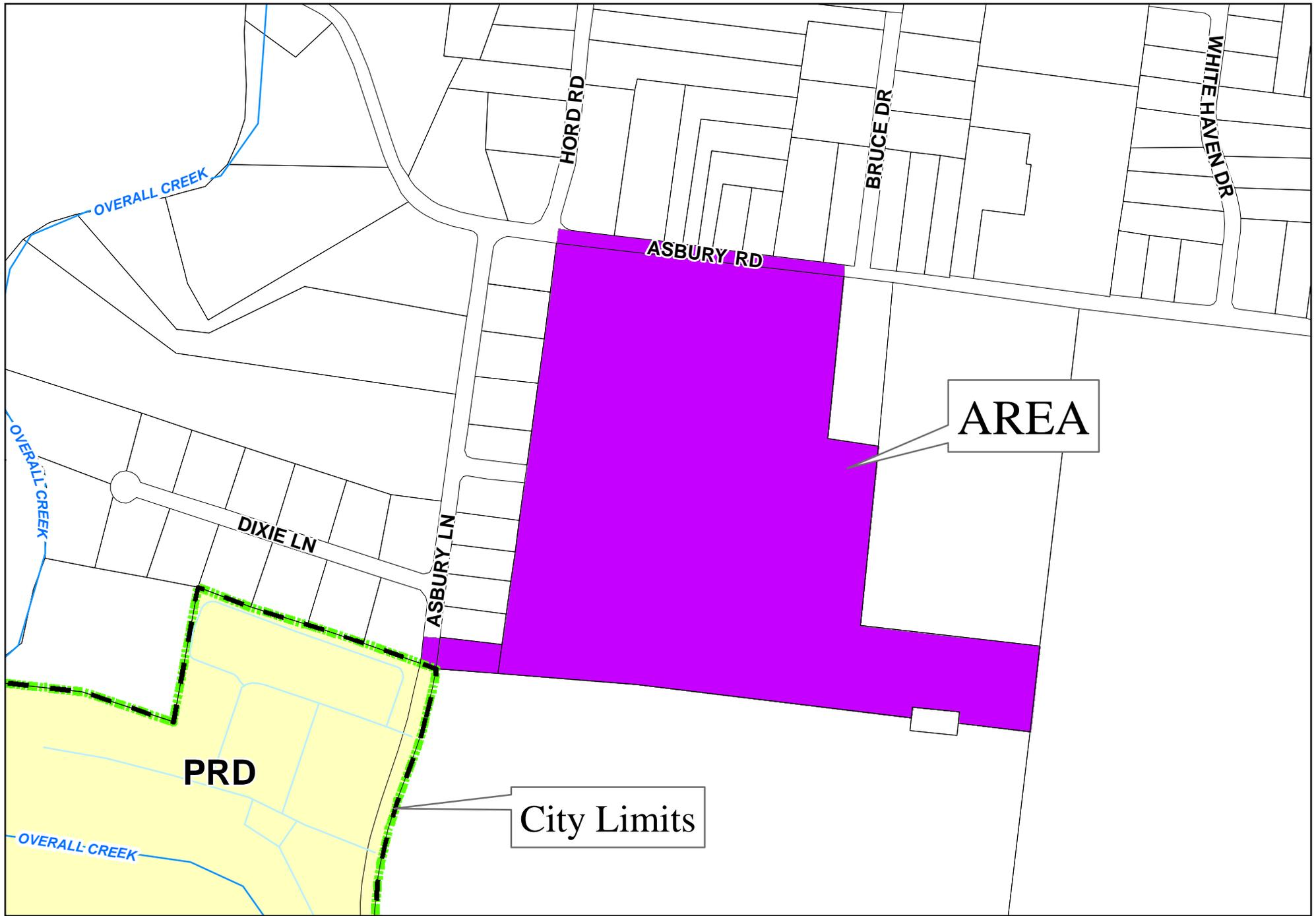


**Annexation Request for Property Along
Asbury Road**

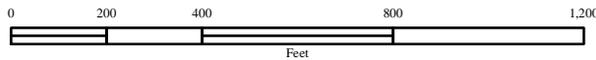


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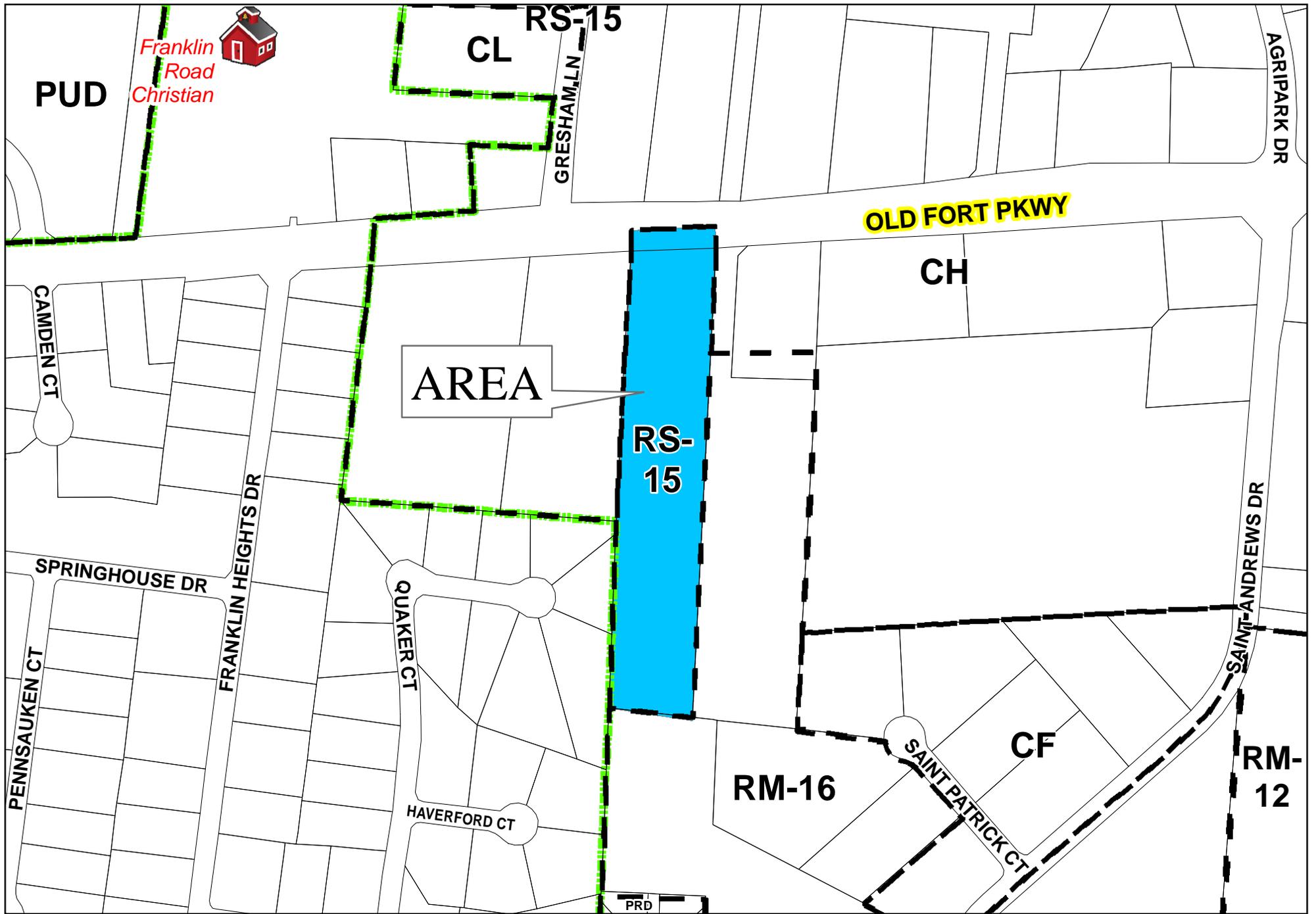
**Zoning Request for Property Along Asbury Road
PRD Simultaneous with Annexation**



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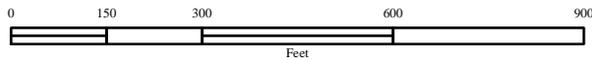
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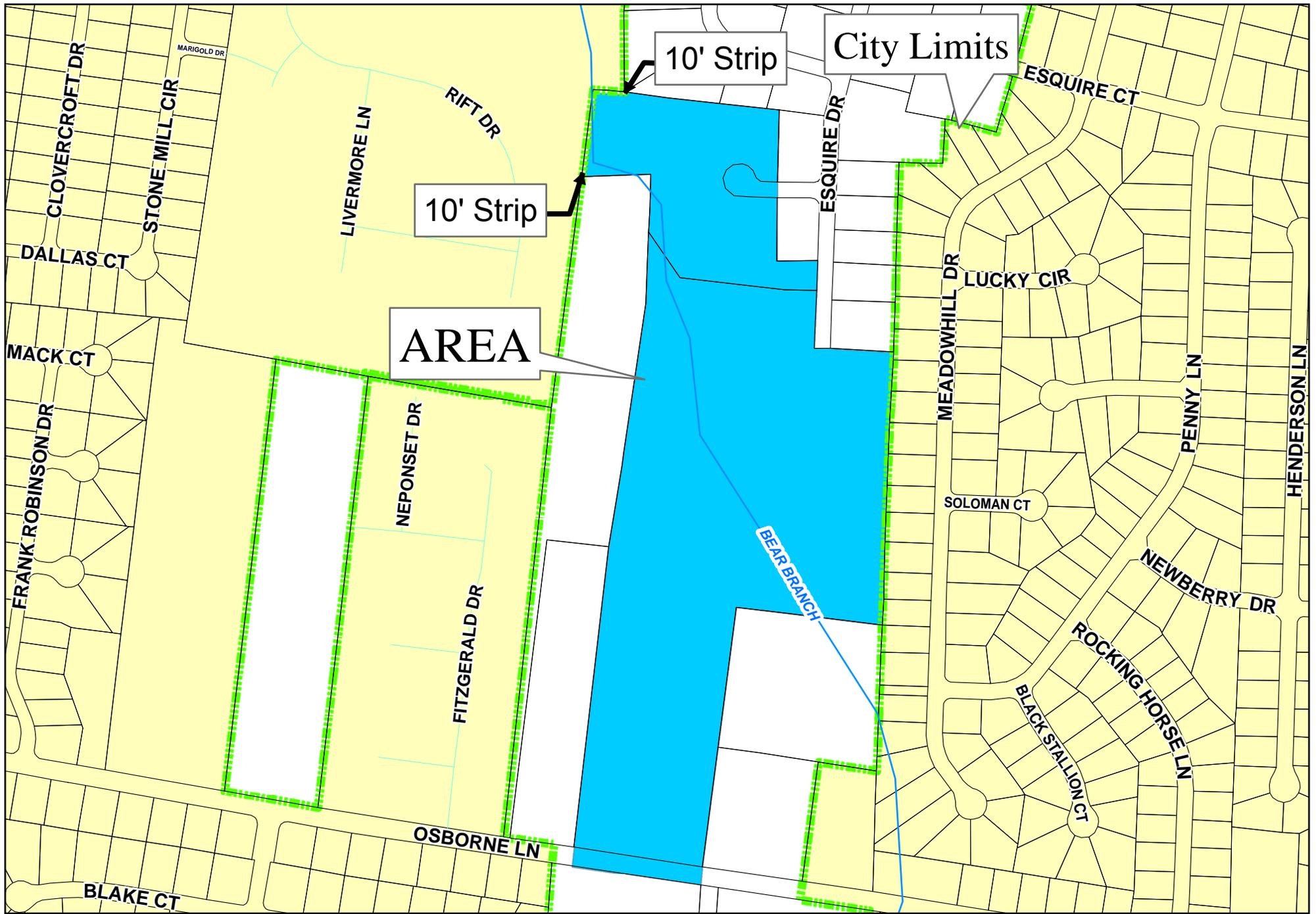
**Rezoning Request for Property Along Old Fort Pkwy. from
RS-15 to PUD**



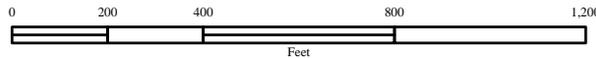
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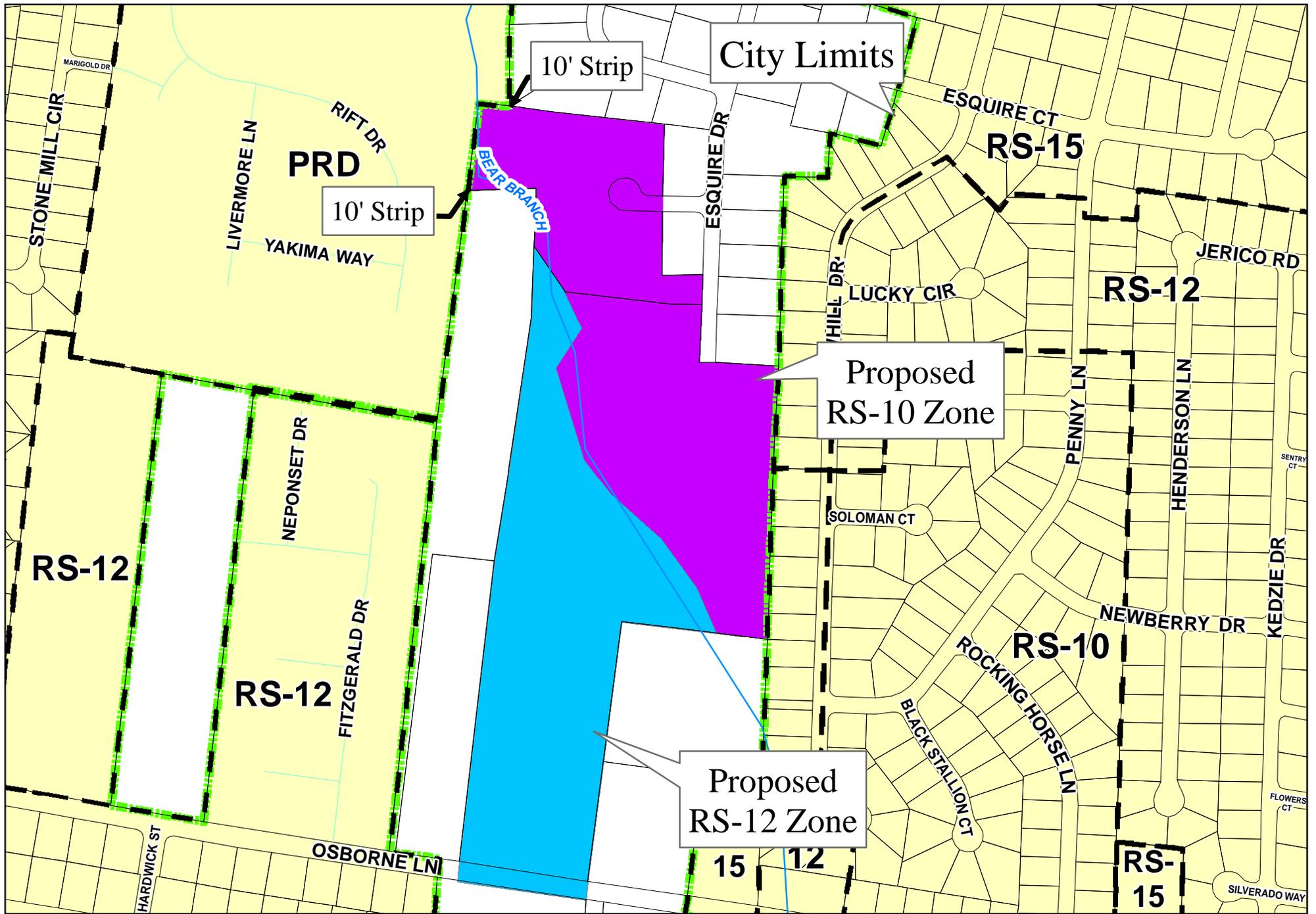
**Annexation Request for Property Along
Osborne Lane**



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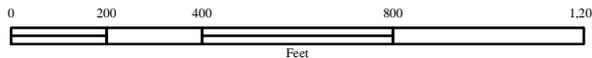
GIS Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



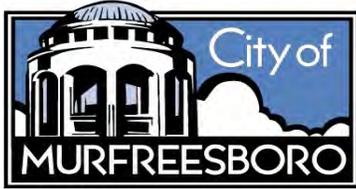
**Zoning Request for Property Along Osborne Lane
RS-10 and RS-12 Simultaneous with Annexation**



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



T E N N E S S E E
"creating a better quality of life"

GLEN GODWIN, SHRM-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

DATE: November 17, 2016

**HONORABLE MAYOR SHANE MCFARLAND AND MEMBERS OF THE
MURFREESBORO CITY COUNCIL**

RE: Public Safety and Unified Pay Plan Market Analysis study

BACKGROUND:

As an item for the regular agenda City Council requested that a market analysis be conducted for the Public Safety and Unified Pay plan salary ranges during the City Council retreat. Human Resources has been asked to recommend a consulting firm to conduct a market study of salaries for the original benchmarked positions with the peer and competitor organizations identified in the 2015 classification and compensation study, conducted by the Management Advisory Group.

Following review of the above directive, the Human Resources Director has sought to identify a consulting firm best equipped to conduct such a study. Of the firms reviewed, the Management Advisory Group is the best suited consulting firm to conduct the study.

Management Advisory Group has proposed conducting a market study using the peer and competitor benchmark organizations and cities associated with the 2015 classification and compensation study. Management Advisory Group has also identified fifty-six (56) benchmark job classifications from the 2015 study as included in their proposal.

Management Advisory Group will update the survey ranges and include all relevant job classifications in the Public Safety Pay Plan and Unified Pay Plans, outlined in the attached maintenance services agreement as item 1, sub-item 6. A copy of the current Public Safety and Unified Pay Plans are included for reference as Attachment C.

FISCAL IMPACT:

Management Advisory Group estimates the market survey to be completed with approximately 100 hours of their staff time at \$200/hour or approximately \$20,000.

CONCURRENCES:

The City Manager concurs with this recommendation.

RECOMMENDATION:

I recommend that City Council approve attached the proposal for the Management Advisory Group to conduct a market survey for all job classifications within the Public Safety Pay Plan and Unified Pay Plans for the City of Murfreesboro by approving the attached amendment to provide maintenance of services from the Management Advisory Group.

Respectfully submitted,

Glen Godwin, SHRM-SCP, IPMA-SCP

ATTACHMENTS:

Amendment to provide maintenance service

Attachment A-Listing of target benchmark organizations

Attachment B-Public Safety Pay Plan and Unified Pay Plan benchmark classifications

Attachment C-Public Safety Pay Plan and Unified Pay Plan salary ranges as of 6/26/16

Amendment to Provide

MAINTENANCE SERVICES

FOLLOWING COMPLETION OF CORE CONTRACT REQUIREMENTS

As per Section 6 of the original contract dated March 18, 2014

City of Murfreesboro

1. **Potential Services.** Following completion of the core services outlined in the Client's RFP and the Consultants proposal, upon written authorization to proceed, the Consultant shall do, perform and carry out in a good and professional manner human resource management consulting services as may be requested by the Client, which may include, but are not limited to, the following:
 1. Re-evaluating positions inclusive of job analysis, quantitative job evaluation, and salary grade recommendation @ \$175.00 per position.
 2. Class description preparation @ \$100.00 per description.
 3. Position design, inclusive of the development of draft class description, job documentation (via completion of a Job Content Questionnaire by the position incumbent), job analysis, FLSA determination, and final electronic preparation of job/class description, quantitative job evaluation and salary grade recommendation @ \$350.00 per position.
 5. Recommendations with respect to competitive hiring rates commensurate with an applicant's experience and educational requirements (recommendation as to what rate an applicant should be hired at within the existing grade and salary range) @ \$100.00 per applicant analysis.
 6. Update of the sworn fire and police rank and general employees salary survey to include all of the original respondents and titles as included in attachment A and B of this document. Services for this survey are expected to be approximately 100 hours of staff time at \$200/hour. If less time is taken, fewer hours will be billed. Any hours in excess of 100 to complete the survey will be billed, following approval by the City of Murfreesboro project manager. The project manager shall be notified if MAG anticipates that more than 100 hours will be needed to complete the work effort. This effort does not anticipate responding to questions from employees regarding survey process or methodology either directly or indirectly. Any time anticipated that would be expended in addressing survey methodology, result or process, will be approved ahead of time by the project manager.
 7. On-site presentations that might be required by the City will include reasonable directly related travel costs.
2. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence so as to ensure their expeditious completion.



*Management Advisory Group Int., Inc.
Proprietary & Confidential*

3. **Method of Payment.** The Consultant shall submit itemized invoices detailing work performed, professional and clerical hours expended for individual tasks, and expenses. The Consultant shall be paid as soon as the Client can reasonably process such payment.
4. **Changes.** The Client may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendment to this agreement.
5. **Rights to Terminate Contract.** The terms of this contract shall be in effect through October 31, 2017 and shall automatically renew on an annual basis. Either party shall have the right to terminate this agreement with or without cause, by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination. Any work performed satisfactorily in part or in whole by the Consultant prior to the effective termination date shall be paid by the client.
6. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete requested projects with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing requested projects, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within the applicable work area.
7. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

MAG Int., Inc.
 13580 Groupe Drive, Suite 200
 Woodbridge, VA 22192

City of Murfreesboro
 111 West Vine Street
 Murfreesboro, TN 37130

IN WITNESS WHEREOF, the Client and the Consultant have executed this agreement as of the date first written above.

Management Advisory Group Int., Inc.

APPROVED as to FORM:

Craig Tindall, City Attorney

Donald C. Long

By: _____

Print name: Donald C, Long, Ph.D.

Title: President

By: _____

Print name **Shane McFarland**

Title: **Mayor**



*Management Advisory Group Int., Inc.
 Proprietary & Confidential*

Surveys Received

TargetOrg

ATHENS-CLARKE COUNTY UNIFIED GOVERNMENT, GA
BRENTWOOD, TN
CHATTANOOGA, TN
CITY OF COLUMBIA, MO
CITY OF GREENVILLE, SC
CITY OF MCKINNEY, TX
CLARKSVILLE, TN
COLLEGEDALE AIRPORT
FRANKLIN, TN
GERMANTOWN, TN
KNOXVILLE, TN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
MEMPHIS DEWITT SPAIN AIRPORT
MURFREESBORO, TN
NASHVILLE-DAVIDSON COUNTY, TN
OAK RIDGE, TN
RUTHERFORD COUNTY, TN
TOWN OF CARY, NC
TOWN OF COLLIERVILLE, TN
TOWN OF SMYRNA, TN
WILLIAMSON COUNTY, TN

Attachment B

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
ACCOUNTANT	
Description	Prepares and reviews documents of original entry into the accounting cycle. Analyzes general and subsidiary ledgers in the accounting system and makes adjustments and corrections as needed. Makes complex mathematical calculations in an efficient and accurate manner. Receipts money from various departments. Provides data for external audits. Prepares summaries, reports, and a variety of reconciling financial schedules. Collects payments from the public for various taxes, licenses, and applications, verifying accuracy of payments and maintaining City records.
Qualifications	Bachelor's degree from an accredited college or university with major course work in accounting required; some course work in business administration preferred. Two (2) years of accounting experience required; experience in governmental accounting or auditing preferred.
ADMINISTRATIVE ASSISTANT	
Description	Provides expert administrative support to the assigned supervisor and assists with matters which do not require their personal attention. Independently composes and prepares correspondence, reports, minutes, and proofreads documents. Composes and accurately transcribes letters, memos, and reports. Answers telephone and has verbal interaction with the public, city and state officials, and department heads. Uses discretion in the direction of complaints. Maintains appointment calendars assigned supervisors. Maintains and organizes files and records for efficient operation of the assigned office. Works closely with department staff in situations requiring notification or attention in an expeditious manner.
Qualifications	High school diploma or GED equivalent required, some college preferred. Four (4) years of prior secretarial experience required, education above the minimum may be substituted for experience. Must have the ability to be bonded.
ADMINISTRATIVE SUPPORT SPECIALIST	
Description	Prepares agendas, attends meetings, and maintains all records of designated Boards and Committees in accordance with established policies and procedures. Prepares monthly and annual reports. Efficiently and accurately makes arithmetic calculations. Types correspondence and other documents for department personnel quickly and accurately proofreads documents. Maintains department files, records, plans, and inventories accurately and in accordance with public records laws and established policies and procedures. Promptly obtains and provides accurate and complete information when requested by members of the public, officials, and employees of the City.
Qualifications	Graduation from an accredited high school or GED equivalent required. Five (5) years of administrative secretarial experience is required. Must possess excellent typing skills; at least fifty (50) words per minute preferred.
AIRPORT MANAGER	
Description	Responsible for the day-to-day operations of the City Municipal Airport including fueling, tie-down and hangar rentals, and maintenance operations. Reviews and makes recommendations to the Airport Commission on applications from persons seeking to conduct commercial activities at the airport. Performs administrative duties including the preparation and administration of budgets, records, work orders, and purchasing. Negotiates contractual agreements as authorized. Performs a variety of public relations and marketing duties. Provides recommendations regarding equipment purchases and requisitions all supplies and material needed for effective airport operations. Makes personal visual inspections of space and facilities. Plans and maintains Airport Master Plan and Airport Layout Plan.
Qualifications	A bachelor's degree in Aviation Management or related field is preferred. Must have a minimum of two (2) years of practical experience in aviation management. Must have a driver's license valid in the State. Private pilot's license, or better, desirable but not required.
ASSISTANT FIRE CHIEF	
Description	Coordinates with the Fire Chief and Deputy Fire Chief on various operational and administrative matters. Serves as Incident Commander at major fires, emergencies, and natural disasters as appropriate. Manages and inventories City-owned equipment and makes purchases. Manages personnel programs, procedures, and records. Manages the recruitment and hiring process for new applicants. Plans, directs, coordinates, and delegates the daily operations of the Fire & Rescue Department. Counsels and makes decisions on unusual and difficult problems encountered by subordinates. Investigates complaints from the public and employees and makes recommendations for resolution. Develops, recommends, and supervises implementation of approved general orders and policies in coordination with the Deputy Fire Chief and Fire Chief. Creates accurate records and analyzes daily, monthly, and yearly reports.
Qualifications	Must hold Officer rank and have held it for a minimum of one (1) year. Supervisory experience at a command level for more than one (1) year is preferred. Must possess ten (10) years of experience in a full-time paid fire department. Education beyond high school degree is preferred. Bachelor's degree in Business or Public Administration is preferred. Must be certified by the State as an Officer I and Instructor I. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.
ASSISTANT HUMAN RESOURCES DIRECTOR	
Description	Provides skilled assistance to the Human Resources Director in all phases of personnel and benefit management. Coordinates HR policies and programs with emphasis on the benefits and insuring that the organization is in full compliance with applicable laws and regulations. Works closely with the Director of Human Resources in developing, implementing and evaluating ongoing HR policies, programs, functions and activities including the Employee Assistance Programs (EAP), Americans with Disabilities Act (ADA) functions, generation of payrolls pursuant to Fair Labor Standards Act (FLSA), and ensuring City compliance with other state and federal personnel and employment regulations. Assumes responsibility for all department operations in the absence of the Director.
Qualifications	Bachelor's degree in Human Resources, Business Administration, Public Administration, Accounting, Psychology, or closely related field and at least five (5) years of progressively responsible personnel management experience (preferably in a governmental environment) required; or, any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position. Must possess or have the ability to obtain a driver's license valid in the State with the ability to safely operate a motor vehicle.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
ASSISTANT POLICE CHIEF	A028
Description	Performs the duties of the Deputy Police Chief and the Police Chief in the absence of those employees. Assists the Police Chief and Deputy Police Chief with managing all aspects of the Police Department operation, including, but not limited to, employment, promotion, policy development, counseling, discipline, litigation and termination recommendations. Provides daily reports to the Police Chief on Department events as they may develop. Reviews and approves all requests for training and travel by Department personnel as requested or necessary.
Qualifications	Must be a high school graduate or possess equivalent; college degree, preferred. Must have at least ten (10) years of law enforcement experience and currently hold the rank of Police Department Police Lieutenant or higher, or its equivalent. Successful completion of a program of advanced law enforcement education such as the Federal Bureau of Investigation (FBI) National Academy, Northwestern University School of Police Staff and Command, National Forensics Academy, or other such program deemed comparable, preferred. Must have been a certified Law Enforcement Officer for at least ten (10) years; current certification under State Code desirable. Must possess a driver's license valid in the State with the ability to safely operate a motor vehicle.
ASSISTANT PROGRAM COORDINATOR	A029
Description	Plans, implements, initiates, coordinates, participates in, monitors and conducts, in conjunction with the Program Coordinator and Facility Superintendent, a comprehensive program of recreational activities and programs which meets the needs of people of all ages, interests and abilities. Schedules, trains and supervises assigned part-time staff. Monitors the activities occurring in the recreational area, as well as the appearance and maintenance of the assigned building and surrounding areas and provides general cleaning as necessary. Maintains accurate records pertaining to activities, fees and charges, accidents, programming records and attendance on a daily basis. Submits weekly and monthly reports as assigned. Assures that all participants and personnel follow City and departmental policies.
Qualifications	A minimum of two (2) years of college with related work experience is required. Graduation from an accredited college or university with major emphasis in the field of Recreation or Health, Physical Education, Recreation and Safety or related studies, with experience in parks and recreation preferred. Must possess current CPR/AED certifications or the ability to obtain same within six (6) months from date of hire.
CITY ATTORNEY	C006
Description	Performs difficult professional and administrative work planning and supervising the activities of the City Attorney's Office and personally performs the most difficult and complex legal task for the City. Attends Council meetings and serves as legal advisor to the City Council, the City Manager, of all departments, boards, commissions and other officials of the City in all matters affecting the interests of the City and upon request, furnishes a written opinion on any question of law involving their respective official powers and duties. Represent the city as counsel in any civil case in which it is interested and in criminal cases in which the presence of the city attorney or prosecuting attorney is required by general law or in such classifications of cases as the council may direct. With the approval of Council, institutes and prosecutes all legal proceedings that are necessary or proper to protect the interest of the city.
Qualifications	Graduation from a law school of recognized standing and/or as otherwise set forth by law -extensive experience as a practicing attorney in the State, some of which shall have been in the practice of local government law. Membership in the State Bar or eligibility to obtain membership within six (6) months of appointment.
CITY MANAGER	C009
Description	Provides guidance and direction to ensure the efficient management and effective operation of city services. Exercises leadership with department heads, prepares and presents programs for approval to of the City Council and coordinates the implementation of approved programs. May represent the City before other local government entities, state government departments, elected officials and other non-profit agencies. Responds to citizens' complaints and concerns; prepares and reviews the city budget; prepares and reviews bid specifications, with the ability to make appropriate recommendations; knows and administers city personnel policies; and possesses a working knowledge of employment and other laws applicable to local governments.
Qualifications	Bachelor's degree from an accredited college or university is required. An undergraduate or a Master's Degree in Public Administration or Business Administration is preferred. Minimum five (5) years of progressively responsible work experience as a City Manager, Deputy City Manager, Assistant City Manager or department head in a municipal government is required.
COMMUNICATIONS SPECIALIST	C011
Description	Serves as a producer and director of the Communications Department for programming on the City's governmental television station, YouTube channel, other video webstreaming outlets and social media networks, videos for training and safety, and the video production of City-sponsored or supported community and/or recreational events. Creates, coordinates, produces, writes scripts, directs and edits the highest possible quality local government television programming that is impartial, informative, interesting and beneficial to the citizens of the City by following the Programming Policy and Procedures for CityTV.
Qualifications	High school diploma or GED equivalent required. Bachelor's Degree in the area of Television Production or closely related area preferred. Two (2) years of work experience at full-time paid employment in professional television production required. Must possess a driver's license valid in the State with the ability to safely operate a motor vehicle and cargo van.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
CREW LEADER	C014
Description	Performs and supervises performance of physical tasks required to clean and maintain departmental grounds and facilities, including ball fields, pools, parks, buildings, playgrounds and all related infrastructure. Operates and supervises operation of listed equipment and tools. Assigns tasks to full-time and part-time employees. Develops and performs preventive and routine maintenance measures on assigned park facilities. Executes new construction as required. Performs all needed repairs of facilities and equipment and coordinates other repairs with outside contractors. Performs general and specific tasks requiring carpentry, roofing, plumbing, electrical and HVAC repairs for parks, buildings, pools, etc.
Qualifications	Graduation from an accredited high school or GED equivalent is required. Must possess a driver's license valid in the State with the ability to safely operate a motor vehicle. CDL license is preferred. Must have three (3) years of experience in the building maintenance area.
CUSTODIAN	C018
Description	Sweeps, mops and waxes floors and stairwells on a routine basis. Vacuums and cleans carpets on a routine basis. Cleans windows and changes light bulbs as needed. Dusts and/or polishes and/or paints furniture, window ledges, banisters, ceilings, radiators, bleachers, light fixtures, etc. Maintains and cleans restrooms, drinking fountains, and kitchens in a sanitary manner. Removes litter and waste paper from inside the building and on the grounds surrounding the building.
Qualifications	Graduation from an accredited high school or GED equivalent is required.
CUSTOMER SERVICE CLERK	C020
Description	Operates within state-of-the-art, off-the-shelf Customer Information System (CIS) software, utilizing graphical user interface on a personal computer for customer contact management, account and premise management, service order and mobile workforce management and customer billing management. Works with customers to resolve inquiries pertaining to charges and services. Makes simple mathematical calculations in an efficient and accurate manner. Takes orders from customers initiating or discontinuing service. Types letters and forms, and maintains files and various other office records. Activates or de-activates customer accounts for computer billing purposes. Assists customers in purchase of water and/or sewer taps.
Qualifications	High School diploma or GED equivalent required.
DEPUTY POLICE CHIEF	D005
Description	Performs the duties of the Police Chief in the absence of that employee. Assists the Police Chief with managing and directing all aspects of the day-to-day Police Department operation, including, but not limited to, employment, promotion, policy development, counseling, discipline, litigation and termination recommendations. Provides daily reports to the Police Chief on Department events as they may develop. Reviews and approves all requests for training and travel by Department personnel. Reviews, and when complete, approves all Supervisor's Event Reports as forwarded through the chain of command. Reviews and approves all Drug Fund purchases. Reviews and approves all Drug Fund requests for fund advances. Authorizes Drug Fund checks for agent advances by signature. Reviews and approves proposals for grant applications as requested or necessary.
Qualifications	Must be a high school graduate or possess equivalent; college degree, preferred. Must have at least ten (10) years of law enforcement experience and must currently hold the rank of Police Department Police Captain or higher, or its equivalent. Successful completion of a program of advanced law enforcement education such as the Federal Bureau of Investigation (FBI) National Academy, Northwestern University School of Police Staff and Command, National Forensics Academy, or other such program deemed comparable, preferred. Must have been a certified Law Enforcement Officer for at least ten (10) years; current certification under State Code desirable. Must possess a driver's license valid in the State with the ability to safely operate a motor vehicle.
DIRECTOR, GOLF	D018
Description	Manages the operations and staff of the Golf Department and assigns responsibility for activities of the Department. Sets and organizes tournament operations for each golf course. Works closely with Turf Care Manager to coordinate turf-care practices and course closures along with tournament set-ups. Oversees purchases for all golf courses including resale golf shop items. Attends Golf Commission meetings and works with Commission to set golf course policies, procedures, and prices. Provides information to the Commission regarding golf course activities. Trains and supervises golf shop staff on daily operations.
Qualifications	Bachelor's degree from an accredited college or a high school diploma or GED with minimum five (5) years related experience. A Class A PGA membership is highly desirable. Possess a driver's license valid in the State and the ability to safely operate a motor vehicle.
DIRECTOR, RECREATION	D015
Description	Plans, promotes, organizes, supervises, develops and directs through administrative and supervisory staff, program services and operations of the Parks and Recreation Department. Performs performance evaluations of staff as required. Directs the recruitment, selection, training, assignment, supervision and discipline of all staff. Prepares operations and capital budgets, supervises expenditures of funds and is responsible for accurate accounting of funds. Presents and quantifies to the advisory and governing bodies the need for funds. Maintains adequate administrative reports and records. Initiates and supervises safety programs for the Parks and Recreation Department.
Qualifications	Graduation from an accredited college or university with a Master's Degree or Master's level work in Parks and Recreation Administration or closely related field with five (5) years of experience preferred. A four-year degree in Parks and Recreation or closely related field with at least seven (7) years of responsible experience in administration and supervision in the Parks and Recreation field is required. Possess a driver's license valid in the state with the ability to safely operate a motor vehicle. Must be a certified Recreation Professional in good standing with the State Recreation and Parks Association.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
DISPATCHER (POLICE DEPARTMENT)	
	D019
Description	Hears and quickly comprehends various radio and telephone communications and establishes their priority. Speaks clearly by enunciating words and communicating messages and information logically and intelligently. Reads and comprehends TDD, computer communications and traffic cameras. Accurately enters data into a computer from police and fire radio transmissions. Handles emergency situations calmly and patiently.
Qualifications	Must possess a high school diploma or GED equivalent. Must meet all qualifications established by State Statutes, and as same may be amended. Must possess the ability to attain Police Dispatcher training and certifications within one (1) year of employment including, but not limited to: TIES basic certification; forty (40) hour class initially, followed by recertification every two (2) years thereafter by Terminal Agency Coordinator (TAC); APCO 911 certification; forty (40) hour class; and, Basic operational knowledge of computer-aided dispatch (CAD) functions, applications and basic maintenance.
DRIVER (SOLID WASTE DEPARTMENT)	
	D020
Description	Drives or operates a specific truck having specific routes of collection. Safely drives and operates any or all equipment at the Solid Waste Department and acts as driver or operator for a yard waste crew. Assists Driver by walking to piles of waste; uses pitchfork or rake to assist in final clean up at collection locations as necessary. Assists Laborers by helping lift heavy objects and cleaning areas of scattered trash. Safely operates a wheeled front-end loader located at the mulch site or a forklift located at the Solid Waste Department.
Qualifications	Education equivalent to graduation from an accredited high school. Education may be waived by experience. Must have at least six (6) months of continuous service as a Laborer with the City Solid Waste Department. Must possess a valid State Class B Driver's License or its equivalent.
EQUIPMENT MECHANIC	
	E006
Description	Detects, determines the cause(s) of mechanical, electrical, and hydraulic problems, corrects the cause(s) of the problems, and performs related repairs as necessary. Performs preventive maintenance as recommended by manufacturers. Keeps accurate, complete, and timely records of repair work performed. Operates power tools while maintaining, fabricating, and repairing equipment. Performs welding, acetylene burning, brazing, and soldering as required. Performs general labor and cleaning related to golf course maintenance equipment. Trains all employees in proper operation and maintenance of machinery/vehicles. Keeps work area neat and organized as necessary for efficient job performance.
Qualifications	Graduation from an accredited high school or GED equivalent preferred. Education requirement may be waived by experience. Must possess or have the ability to obtain a driver's license valid in the State with the ability to safely operate a motor vehicle.
EQUIPMENT OPERATOR	
	E007
Description	Operates backhoes, rubber tired loaders, and/or other equipment used in construction, and/or 12 cubic yard vacuum/jet wash trucks in the cleaning, maintenance and/or repair of the potable water and repurified water distribution, and stormwater and wastewater collection systems. Interprets markings of utilities as color coded according to the State One Call. Performs daily and routine equipment maintenance such as greasing, belt adjustment, fluid levels, and system flushing.
Qualifications	Must possess a diploma from an accredited high school or have attained the GED equivalent. Three (3) years of experience in the field of wastewater collection/sewage systems and/or potable water distribution systems is preferred. Must possess a valid Class B Commercial Driver's License with the ability to safely operate a motor vehicle.
FACILITY MAINTENANCE FOREMAN	
	F002
Description	Performs, and supervises performance of, physical tasks required to clean and maintain all functions of the assigned facilities, equipment and grounds including, but not limited to, pools, buildings, outside structures and park areas. Supervises, coordinates, monitors and assigns work to full-time and part-time staff. Operates, and supervises operation of, listed equipment, machinery and tools. Develops, plans and performs preventive maintenance measures on assigned facilities. Inspects and repairs facilities and equipment on a regular basis. Performs independent building maintenance repairs including, but not limited to, electrical, plumbing, carpentry, roofing, HVAC, and welding for existing indoor and outdoor facilities as well as new construction. Requests building and grounds maintenance supplies, janitorial supplies and parts or services from qualified vendors in compliance with purchasing guidelines.
Qualifications	Graduation from an accredited high school or GED equivalent is required. Must have three (3) years of work experience in the building and parks maintenance field. Experience in supervising staff is preferred. Must possess a driver's license valid in the State and the ability to safely operate a motor vehicle. Licenses in HVAC, plumbing and electrical repairs is preferred.
FACILITY SUPERINTENDENT - MAINTENANCE	
	F004
Description	Supervises and delegates tasks to full and part-time employees and sets up employees' work schedules. Inspects and repairs facilities and equipment on a regular basis and develops a preventive maintenance program for buildings, equipment, and grounds. Responsible for maintenance of all recreation facilities and their landscaping including, but not limited to, the mowing of lawns, emptying of garbage, preparing ball fields, pools, parks and buildings for use. Performs safety inspections on equipment, buildings, and grounds. Takes over duties of Crew Leaders in their absence. Responsible for orientation and training of new employees and volunteers. Establishes policies, procedures and methods used to perform the maintenance needed for facility and park rentals such as tournaments, shelter reservations, etc. Prepares and maintains proper reports, records, time sheets, and vehicle and equipment maintenance sheets for the Maintenance Division.
Qualifications	Graduation from an accredited high school or GED equivalent required. Must have five (5) years of experience in the maintenance area and three (3) years of experience in a supervisory position. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
FINANCE DIRECTOR	F006
Description	Provides assistance to the City Manager in all phases of the financial activities of the City related to budgeting, accounting, purchasing, tax collection, and record keeping. Represents and assists the City Manager as requested, acting as third-in-command in the absence of the City Manager and Deputy or Assistant City Manager. Attends City Council meetings, calls roll, participates as needed, and keeps minutes of proceedings. Assists in budget preparation, implementation, and administration. Lets bids and maintains related files. Generates and/or maintains accounting and financial records of all funds, including reconciling bank statements and invoices, financial reports, bond payments, drafting checks, accounts payable, accounts receivable, etc.
Qualifications	Graduation from an accredited college or university with major course work in accounting and business administration. Possesses the designation of Certified Public Accountant (CPA) and be licensed to practice in the State preferred. Must be designated as a Certified Municipal Finance Officer (CMFO) by the State or obtain certification within two (2) years of employment or meet exemption requirements. Must earn sufficient Continuing Education Units (CEUs) to maintain CPA or CMFO designation each year. Five (5) years of professional level accounting experience; experience in governmental accounting and auditing preferred. Must have ability to become certified as a City Recorder by the State. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.
FIRE CAPTAIN	F008
Description	Supervises fire personnel in the suppression of fires, directs the route to fires and implements an effective fire suppression attack, and makes decisions as related to emergencies. Serves as Incident Commander at a fire scene until relieved. Supervises daily maintenance checks on vehicles and firefighting equipment. Ensures the operational readiness of assigned personnel, apparatus, equipment, and leads personnel in the cleaning and routine maintenance of an assigned fire station and apparatus. Prepares and writes accurate reports relating to fires, personnel, and investigations; maintains records of station information, apparatus, and equipment in station books or in the station computer. Responds punctually to alarms and to all assignments. Investigates the cause, origin, and circumstances of accidental and incendiary fires. Supervises the daily training of Firefighters and Drivers. Schedules and oversees tests performed on fire hydrants, fire engines and fire hoses. Conducts fire prevention walk-throughs and pre-fire planning visits. Secures fire scene and fire station property against theft, and oversees fire station supplies.
Qualifications	Must have six (6) years of experience in the City Fire & Rescue Department with one (1) year of experience as a paid Driver, or have eight (8) years of experience as a Firefighter in the City Fire & Rescue Department. Must be on the Promotional Relief Driver and the Promotional Acting Captain list continuously for a minimum of one (1) year preceding the date the job is posted; Drivers must be on the Promotional Acting Captain list continuously for a minimum of one (1) year preceding the date the job is posted. Must be Medical First Responder state certified and must maintain certification. Must be certified by the State as Officer I. Must obtain certification as State Instructor I within eleven (11) months of promotion. Must successfully complete Officer Level I, II, III and IV courses and Instructor course at the State Fire Academy within eleven (11) months of promotion if courses are available. Must possess a driver's license valid in the State and the ability to safely operate a motor vehicle.
FIRE DRIVER	F012
Description	Performs city-wide pre-planning, training, and maintaining of fire equipment and quarters. Drives and operates fire engines, trucks, and other firefighting equipment including, but not limited to, nozzles, hoses, self-contained breathing apparatus, power saws, pumps, generators, computers, and radios. Performs daily maintenance checks on vehicles and firefighting equipment. Responds punctually to all assignments. Maintains records and prepares reports including daily maintenance reports
Qualifications	Must be presently employed with the City Fire & Rescue Department and have been employed for a minimum of three (3) years and hold a State Firefighter II and Fire Apparatus Operator certification. Must have been on the Promotional Relief Driver list continuously for a minimum of one (1) year preceding the date the job is posted. Must be Medical First Responder state certified and must maintain certification. Must have successfully completed a State ARS Vehicle Extrication training course and must be able to maintain training certificate. Must have successfully completed the Basic Firefighting course and Pump Operator's Level I, II, and III courses at the State Fire School. Must possess a driver's license valid in the State that has not been revoked or suspended within the last thirty-six (36) months.
FIRE LIEUTENANT	
Description	Supervises a crew of two to four firefighters during daily activities and on emergency scenes.
Qualifications	
FIREFIGHTER - PARAMEDIC	FFPARAMED
Description	THIS IS A FIREFIGHTER THAT IS CERTIFIED IN BOTH FIREFIGHTING AND AS A PARAMEDIC.
Qualifications	State Firefighter Certifications and State Paramedic Certifications.
FIREFIGHTER I	F015
Description	THE FIREFIGHTER I IS A CERTIFIED POSITION THAT HAS COMPLETED BASIC FIRE ACADEMY TRAINING. Responds to fire alarms; lays and connects hoses, maneuvers nozzles and directs water streams. Forces entry of premises for firefighting and rescue operations; uses chemical fire extinguishers, bars, hooks, lines, and other equipment. Positions and climbs ladders up to 110 feet to gain access to upper levels of buildings; works at heights up to 150 feet. Fights fires and participates in other emergency operations.
Qualifications	Must possess a high school diploma or GED equivalent. Must possess a driver's license valid in the State with the ability to safely operate a motor vehicle.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Title	Class Code
GIS COORDINATOR	
Description	<p data-bbox="1382 207 1442 235">G003</p> <p>Exercises independent judgment in the computer generation of maps, illustrations, databases and various types of cartographic compilations relating to municipal water distribution and wastewater/stormwater collection systems. Supervises other Department GIS staff, including organizing work activities and assignments. Supervises training and development of assigned staff to insure both continuous work improvement and professional development. Conducts research and oversees implementation of the GIS system used by the City Water & Sewer Department for analysis and data acquisition, using GIS elements that include hardware, software, database format and other related peripherals. Manages and supervises GIS resources, coordinates database and application development. Plans, budgets, implements GIS projects.</p>
Qualifications	<p>College graduate in Engineering, Geoscience, Computer Science, Remote Sensing, Geology, or related field with two (2) to five (5) years of experience with increasing responsibilities in municipal water distribution and wastewater collection systems, or a technical school graduate with a minimum of five (5) years related experience required. Must have a driver's license valid in the State.</p>
HEAVY EQUIPMENT MECHANIC	
Description	<p data-bbox="1382 537 1442 564">H004</p> <p>Detects and determines the cause(s) of mechanical, electrical and hydraulic problems and corrects the cause(s) of the problems. Performs the necessary repairs on mechanical, electrical and hydraulic trucks and equipment. Keeps accurate, complete and timely records of repair work performed. Obtains, reviews and forwards copies of accident reports involving City vehicles, including estimates for repairs, to the City representative. Inspects all bodywork after vehicle has been returned from the vendor. Performs annual MARTA tests on all vehicles. Prepares vehicles and disposable property for auction on a periodic basis. Maintains the general cleanliness and security of the garage facilities and any vehicles, personal property or evidence stored therein.</p>
Qualifications	<p>Must be a high school graduate or possess GED equivalent. Must possess a Class B driver's license valid in the State with the ability to safely operate a motor vehicle, or the ability to acquire one six (6) months after assignment. Must be certified by Automotive Service Excellence (ASE) or be able to obtain that certification within one (1) year after employment.</p>
HUMAN RESOURCES ASSISTANT	
Description	<p data-bbox="1382 831 1442 858">H007</p> <p>Answers multiple telephone lines, greets and assists customers and employees. Maintains public and confidential files and records for the Human Resources Department including, but not limited to, employee files, and protected medical, Family Medical Leave Act, and Drug & Alcohol testing files. Maintains on-line applicant tracking system and prepares job announcements for various positions within the City. Prepares various reports and maintains all related records. Provides support to all system users of the on-line application software. Creates requisitions, posts positions, and prepares job announcements for on-line recruiting, in-house and newspaper advertisements for various positions available in all departments within the City. Conducts past work and background reference checks.</p>
Qualifications	<p>High school diploma or GED equivalent required; two (2) years of college in related field preferred. Two (2) years of prior administrative work experience and two (2) years of prior experience in human resources preferred.</p>
HUMAN RESOURCES DIRECTOR	
Description	<p data-bbox="1382 1104 1442 1131">H008</p> <p>Administers and oversees personnel operations for the City, including planning and developing personnel programs and policies, employee benefits, Employee Assistance Programs (EAP), Americans with Disabilities Act (ADA) functions, generation of payrolls pursuant to Fair Labor Standards Act (FLSA), and ensuring City compliance with state and federal personnel and employment regulations. Develops, presents, and administers Departmental operating budget; ensures spending and purchases are within approved budgetary limitations and legal guidelines, and oversees Departmental purchases of supplies and equipment. Develops and administers the recruitment and orientation of new employees. Implements the classification and compensation plan, approves and maintains job descriptions, and ensures that all performance evaluations are prepared correctly.</p>
Qualifications	<p>Bachelor's degree (Master's preferred) in Human Resources, Business Administration, Public Administration, and five (5) to seven (7) years of progressive executive level human resources management experience (or related) required; or, any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.</p>
INFORMATION TECHNOLOGY DIRECTOR	
Description	<p data-bbox="1382 1461 1442 1488">ITDIR</p> <p>Manages and supervises system administration, database administration and technical support services for the City's information system. Plans and projects future technology needs for the City, and oversees the implementation, operation and maintenance of applications and PC-based network computer systems in all City departments.</p>
Qualifications	<p>Graduation from an accredited college or university is required; a major in Computer Science, Management Information Systems or Business Administration, supplemented with courses in current information technology, is preferred. Public sector experience is desirable. Ten (10) years of Information Technology experience with a minimum of five (5) years at the enterprise-wide and/or project management level is required. Experience with organizations undergoing major upgrades to software and systems is preferred.</p>

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
LABORATORY SUPERVISOR	L001
Description	Develops quality assurance programs in accordance with EPA protocols and "Standard Methods for the Examination of Water & Wastewater" and "Manual for the Certification of Laboratories Analyzing Drinking Water". Ensures that all data reported by the laboratory meet the required quality assurance and regulatory criteria. Coordinates the organization, staffing, and operational activities for the Water Treatment Plant laboratory including assuming responsibility for all critical decisions regarding laboratory analysis and compliance with the numerous regulations of multiple Federal, State, and local agencies. Evaluates, directs, coordinates, and reviews work demands for assigned laboratory operations, functions, services, and activities; reviewing and evaluating work products, methods and procedures; monitoring work flow; recommending improvements and modifications; meeting with staff to identify and resolve problems.
Qualifications	Must have a bachelor degree from an accredited college or university in biology, bacteriology, chemistry, environmental science or a closely related field. For the Water Plant Laboratory Supervisor, must possess or obtain a Grade IV Water Treatment Operator certification from the State Department of Environment and Conservation, or its successor, within eighteen (18) months following date of hire. Possess or obtain a Grade II Water Distribution Operator certification from the State Department of Environment and Conservation, or its successor, within twelve (12) months following date of hire is desired. Must have four (4) years of increasingly responsible experience that demonstrates application of knowledge, skills and abilities in laboratory operations and management of environmental programs. Must receive certification by the State to run bacteriological analyses or ability to receive certification within three (3) months following employment. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.
LABORATORY TECHNICIAN	L002
Description	Collects and transports samples, independently or with others, from various locations using proper sample handling protocol. Conducts distribution system testing/flushing in accordance with the Department's program. Ensures that all data reported by the laboratory meets the required quality control and assurance programs and is in compliance with reporting requirements of regulatory agencies. Ensures the standards for laboratory certification by the State Department of Environment and Conservation are maintained. Immediately notifies the Senior Laboratory Technician or Laboratory Supervisor of results indicative of potential impact to the water quality. Maintains electronic and written records of laboratory analysis, quality control and quality assurance.
Qualifications	Must have a high school diploma or GED equivalent from an accredited institution. Prefer some education from an accredited college or university in water resource management, biology, bacteriology, chemistry, environmental science or a closely related field. Must possess or have the ability to obtain a driver's license valid in the State and to safely operate a motor vehicle.
LABORER (SOLID WASTE DEPARTMENT)	L003
Description	Manually collects and places garbage, refuse and other waste materials into the back of a garbage truck. May perform the duties of a Driver. Rolls a refuse cart to the cart tipper installed at the rear of the truck. Operates the cart tipper to unload the cart and returns the cart to the proper location. Assists in the general maintenance and cleaning of vehicles and equipment. Safely drives any of the trucks in the department when called upon to do so.
Qualifications	Education equivalent to graduation from an accredited high school. Education may be waived by experience. Must possess a driver's license valid in the State. Must obtain a State Commercial Driver's License (CDL) Class B endorsement within twelve (12) months from date of employment.
LANDSCAPER/GREENSKEEPER	L005
Description	Performs work required for the care, maintenance and development of the lawns, landscape beds, street trees, park trees, irrigation systems, and general grounds of city-owned property. Cuts grass with power equipment or hand tools. Loads and unloads dirt, gravel, sand, mulch, and debris. Cleans, maintains, and services equipment, and makes minor equipment repairs. Picks up trash on city-owned property, in maintenance buildings, in parking garages and other related areas.
Qualifications	Must possess a high school diploma or GED equivalent. One (1) year of experience in the field of Landscape Installation and Maintenance preferred. Must possess a driver's license valid in the State and the ability to safely operate a motor vehicle.
MASTER PLANT OPERATOR	M008
Description	Checks various operational parameters in the plant; reports process and equipment status to Plant Shift Supervisor, makes adjustments in accordance with standard operating procedures, based on independent judgment or as directed. Assists in an operator training program. Reviews all written and electronic entries in logs, records and reports for accuracy and ensures all entries are correct at the close of the shift. Interprets SCADA screens, historical trending data, gauges, dials, equipment information plates, charts, and manuals. Monitors the development of new water quality regulations, water treatment techniques and advises the Shift Supervisor of potential impacts. Participates in the development and implementation of water quality monitoring plans, standard operating procedures and other plans as required.
Qualifications	Must have at least a high school diploma or equivalent from an accredited institution. Must have a Grade IV Treatment Operator certification from the State Department of Environment and Conservation or its successor, or have the ability to obtain through reciprocity within six (6) months of employment. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
PAYROLL SUPERVISOR/HR SPECIALIST	P038
Description	In the absence of the Human Resources Director and Assistant Human Resources Director, supervises the activities of the Human Resources Department, provides detailed explanation of City policies and accurately and consistently manages the benefits, plans, and programs maintained in and overseen by the Human Resources Department. Supervises the City's payroll for all departments, enters and maintains all payroll-related information into computer system, including changes in employee status, payroll runs, and generation of required reports. Supervises data flow of payroll change forms, coordinates monthly/yearly balancing with accounting and assists with out-of-balance problems. Reviews monthly payroll reports and submits to appropriate individuals. Provides information, assistance and/or training to employees and staff. Provides technical/procedural assistance to staff. Trains staff regarding payroll policies/procedures. Answers employee/staff questions during payroll editing and check processing. Coordinates payroll work activities. Monitors status of work in progress, inspects completed work and resolves problem situations.
Qualifications	High school diploma or GED equivalent required; some college preferred. Four (4) years of prior work experience in payroll accounting and three (3) years of prior work experience in personnel management required. Must possess or have the ability to obtain a driver's license valid in the State with the ability to safely operate a motor vehicle.
PLANNER	P041
Description	Reviews development plans, prepares staff comments, and advises the Planning Commission and developers regarding proposed plans. Coordinates with other City departments, outside agencies, and public utilities to move development plans through the review and permitting process. Addresses public bodies regarding development plans, zoning applications, ordinance amendments, and annexation requests. Researches demographic and economic information and writes reports for the Planning Director, Planning Commission, and City Council. Correctly advises the public regarding zoning district boundaries, the corporate limits, development requirements and procedures, the National Flood Insurance Program, and the appeals and amendment procedures. Researches necessary information and writes annexation, zoning, and land use reports.
Qualifications	Bachelor or Master's degree in Urban Planning, or Bachelor's or Master's degree in related field is required, with relevant experience in Urban Planning or Public Administration preferred. Must possess a driver's license valid in the State and the ability to safely operate a motor vehicle.
PLANT MANAGER (WATER/WASTEWATER)	P042
Description	Coordinates the organization, staffing, and operational activities for the Treatment Plant including assuming responsibility for all critical decisions regarding operational changes, laboratory analysis, maintenance priorities, scheduling, and compliance with the numerous regulations of multiple Federal, State, and local agencies. Serves as operator in responsible charge for the treatment plant. Comprehends and utilizes principles and practices of operating and maintaining a complex water/wastewater treatment plant, collection system, repurified and potable water distribution system. Ensures sufficient water is supplied to users to satisfy public health and safety requirements.
Qualifications	Bachelor degree from an accredited college or university in public or business administration, environmental science, water resource management, engineering, biology, chemistry, engineering, or related field, or equivalent combination of education and experience. Must have or obtain a Grade IV Water/Wastewater Treatment and Grade II Water Distribution Operator certification from the State Department of Environment and Conservation, or its successor, within twelve (12) months of employment. For the water treatment plant, must or obtain have a Grade II Water Distribution Operator certification from the State Department of Environment and Conservation, or its successor, within twelve (12) months of employment. Must have a minimum of five (5) years of progressively responsible experience at the management level in a Grade IV classified treatment plant. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.
PLANT SHIFT SUPERVISOR (WATER/WASTEWATER)	P044
Description	Coordinates the organization, staffing, and operational activities for the Treatment Plant operational process including, but not limited to, assuming responsibility for critical decisions regarding operational shift activities and compliance with the numerous regulations of multiple Federal, State, and local agencies. Supervises and/or performs plant operational activities including laboratory analysis, process control functions, recordkeeping, reporting and other required functions at the Treatment Plant. Maintains the operator training program and annual demonstration of capabilities. Evaluates, directs, coordinates, and reviews work demands for assigned treatment process operations, functions, services, and activities; recommending improvements and modifications; meeting with staff to identify and resolve problems. Participates in the selection of staff in accordance with the City's hiring policy; supervises trains, motivates, coaches and evaluates assigned personnel.
Qualifications	Must have at least a high school diploma or equivalent from an accredited institution. An Associate's degree or higher from an accredited college or university in environmental science, water resource management, biology, chemistry, or related field and a minimum of two (2) years of responsible experience in water treatment plant operation (for Water Treatment Plant) or wastewater treatment plant operation (for Wastewater Treatment Plant) or any equivalent combination of education and experience is required. Supervisory experience and four (4) or more years of work experience are preferred. Must have a Grade IV Treatment Operator certification from the State of Environment and Conservation or its successor, or have the ability to obtain through reciprocity within six (6) months of employment. For the Water Treatment Plant, must have a Grade II Water Distribution certification from the State Department of Environment and Conservation or its successor, or obtain within twelve (12) months of employment. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
POLICE CAPTAIN	P045
Description	Plans, organizes, directs, staffs, and evaluates subordinate personnel in the assigned section or division. Inspects or causes to be inspected all police installations, equipment and employees within the assigned section or division on a regular basis. Tours the City on a regular basis to keep informed on problem areas in order to recommend or direct appropriate problem-solving action. Reports incidents and pursues the appropriate course of action.
Qualifications	Must have at least ten (10) years of law enforcement experience and currently hold the rank of Police Department Police Lieutenant, or its equivalent. Must maintain P.O.S.T. certification. Will be required to successfully complete an upper level management course such as the FBI National Academy, Northwestern University School of Staff and Command, Southeast Command and Leadership Academy (SECLA), Southern Police Institute Command Development Course, or any equivalent course as approved by the Police Chief within eighteen (18) months of promotion.
POLICE CHIEF	P046
Description	Manages all aspects of the Police Department operation, including, but not limited to, employment, promotion, policy development, counseling, discipline, litigation and termination recommendations. Provides periodic reports to the City Manager on Department events as they may develop. Reviews and approves all Departmental requests for training and travel, purchase orders and requests for payment, Supervisor's Event Reports, Drug Fund purchases, proposals for grant applications, and bid specifications and requests for proposals for all Department purchases. Initiates, reviews and approves the preparation of official correspondence to higher officials, subject to publication for legal review, concerning Department business and activities. Assists all City department heads and assistants regarding daily governmental operations which involve the Police Department.
Qualifications	Must have been a certified law enforcement officer for at least ten (10) years; current certification under State Code desirable. Must possess a driver's license valid in the State with the ability to safely operate a motor vehicle. Must be a high school graduate or possess equivalent; college degree, preferred. Must have at least ten (10) years of law enforcement experience including at least three (3) years of command level rank and responsibilities; Police Department rank of Police Captain or higher or its equivalent. Successfully completed a program of advanced law enforcement education such as the Federal Bureau of Investigation (FBI) National Academy, or a comparable program. Successfully completed management training deemed necessary and appropriate for this position.
POLICE LIEUTENANT	P048
Description	Supervises the scheduling, assignment and direction of subordinate personnel in the assigned unit, shift or section. Maintains an acceptable level of morale and professionalism in the assigned unit, shift or section. Reports incidents to immediate supervisors and pursues the appropriate course(s) of action. Initiates or pursues disciplinary actions on subordinates through investigations and reports findings as needed. Advises subordinates about unusual or complex situations when necessary. Works various shifts as needed to supervise work performance and reviews activity of subordinates. Supervises and objectively evaluates subordinate work performance on employee performance evaluations.
Qualifications	Minimum of two (2) years at the rank of Police Sergeant with the City Police Department. Must maintain P.O.S.T. certification.
POLICE OFFICER I	P050
Description	THE POLICE OFFICER I IS A CERTIFIED POSITIONS THAT HAS COMPLETED THEIR FTO TRAINING AND IS DUTY READY. Protects persons and property in routine and emergency situations. Preserves the peace by using lawful authority to manage and defuse conflict situations. Provides information and assistance to members of the public. Understands and validly enforces federal and state laws and local ordinances while exercising good judgment and reasonable discretion. Independently patrols assigned areas so as to prevent and detect crime. Investigates accidents and crimes. Issues citations and arrest warrants and conducts searches of persons and property. Pursues fleeing suspects on foot and successfully apprehends them.
Qualifications	Must be a high school graduate or possess GED equivalent. Must possess a driver's license valid in the State with the ability to safely operate a motor vehicle.
POLICE SERGEANT	P052
Description	Makes effective shift assignments of departmental personnel. Reviews and approves reports and records prepared by subordinates including incident, accident, event and personnel reports and ensures the accuracy and completeness of such records. Provides effective supervision to subordinates in all aspects of police work. Initiates disciplinary actions against subordinates as necessary. Advises subordinates about unusual or complex situations. Provides experienced back-up in hazardous or unusual situations. Receives and appropriately handles complaints from members of the public. Works cooperatively with officers of other agencies. Effectively communicates developments in operations and investigations and directives from superior officers to subordinates. Communicates accurate information to superiors about personnel and on-going operations.
Qualifications	Must have five (5) continuous years of service as a Certified Police Officer, including three (3) continuous years of service as a Certified Police Officer with the City Police Department. Must maintain POST certification.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
PROGRAM COORDINATOR	
	P060
Description	Implements, coordinates, and monitors programs, activities, and special events conducted at community centers, greenways, parks, playgrounds, gyms, athletic fields, and other sites within the City. Coordinates with the assigned supervisor and other Division Coordinators to establish programming goals. Coordinates recreational activities with other departmental staff, outside groups, clubs or other agencies for the purpose of providing programs and activities for the public. Assigns, supervises, trains, advises, and evaluates staff in the performance of their specific functions. Submits budget requests to the assigned supervisor. Advises programming staff of City and PRD policies and procedures and ensures they are followed and enforced. Makes recommendations for new programs, activities and/or special events.
Qualifications	Education equivalent to that represented by graduation from an accredited four-year college or university with major emphasis in Recreation, Health, Physical Education, Recreation and Safety or related field required. Certification by the State Recreation and Parks Association is preferred. Three (3) years of experience in planning, organizing, initiating and supervising recreational activities and programs is preferred. Must have experience in planning, organizing, supervising, and conducting recreation programs in a variety of areas and age groups. Must possess current CPR/AED certifications or the ability to obtain same within three (3) months from date of hire. Must possess or have the ability to obtain a driver's license valid in the State with the ability to safely operate a motor vehicle.
PROJECT ENGINEER	
	P065
Description	Reviews site plans and preliminary subdivision plans for compliance with City standards, including review of drainage and erosion control plans and calculations submitted by consulting engineers. Reviews roadway construction plans for compliance with applicable local, state, and federal standards. Performs drainage impact studies to determine impact on drainage system from development or modifications to drainage system. Updates the technical specifications and typical standards for the City Subdivision and Street Regulations relevant to street and storm drainage related issues. Prepares and implements a Stormwater Management Action Plan that includes National Pollutant Discharge Elimination System (NPDES) requirements. Completes and implements stormwater management program. Develops project cost estimates for capital budgets.
Qualifications	Bachelor's Degree or Master's Degree in Civil Engineering and be licensed as a Professional Engineer in the State. Must possess or have the ability to obtain a driver's license valid in the State and have the ability to safely operate a motor vehicle for the purpose of field inspections.
PUBLIC INFORMATION OFFICER	
	P066
Description	Assists the Communications Director in disseminating City information to the public via print, internet, and television through the utilization of press releases, the City website, social media networks, media interviews, and the City's government television station. Develops information that the City needs to be communicated to the public. Information must be accurate, timely, and appropriate. Serves as the City's media contact; prepares press releases, responds to media inquiries (including public records requests), arranges for appropriate and knowledgeable City employees to act as City spokespersons on particular topics and, as needed, serves as a City spokesperson. Works together with other City staff to develop and issue content for a variety of social media platforms.
Qualifications	Bachelor's Degree from an accredited college or university required, with a major emphasis in public relations, journalism, communications, business or public administration preferred. Minimum five (5) years of experience in communications or public relations field required. Experience with different types of media, including print, television, radio, web, photography, and social media preferred. Must possess or have the ability to obtain a driver's license valid in the State and the ability to safely operate a motor vehicle.
PUBLIC WORKS CREW CHIEF	
	P067
Description	Operates and maintains construction equipment and vehicles which may include: backhoe, loader, dozer, grader, steel wheel roller, tractor, tractor with bush hog, single and dual axle dump trucks. Performs manual labor if necessary and uses hand tools to perform various tasks. Supervises a work crew responsible for the performance of public works oriented projects which may include: maintenance and installation of storm drainage systems, street repairs, clearing and grading projects, mowing activities, ice and snow removal, and other activities as required. Accurately communicates information to assigned supervisors in a timely and useful manner.
Qualifications	High School diploma or GED equivalent preferred; education may be waived if candidate proves they have the necessary work experience and skills to satisfactorily perform the functions of this position. Must possess a driver's license valid in the State with a Commercial Driver's License (CDL), Class B endorsement, or be able to obtain this endorsement within six (6) months after being hired, and the ability to safely operate a motor vehicle.
SECRETARY/RECEPTIONIST	
	S003
Description	Types, files, answers the phone, takes messages, deals with the public, maintains office records, and other duties as assigned. Operates personal computers, application software, photocopying machines, multi-line telephones and inter-office communications systems accurately and efficiently. Prepares and types documents utilizing correct business English, punctuation, and spelling, and proofreads documents accurately. Makes simple mathematical calculations in an efficient and accurate manner.
Qualifications	Must possess a high school diploma or GED equivalent with preference of course work in typing, personal computers, and secretarial skills. Three (3) years or more of secretarial/receptionist experience in a business office environment preferred. Typing skill of at least forty-five (45) words per minute preferred.

Murfreesboro, TN COMPETITORS, PEERS AND REGIONAL MM

Survey Title	Class Code
STAFF ATTORNEY	S021
Description	Provides legal representation and advice to City officials, employees, boards, commissions and entities, orally and in writing, and at private and public meetings and administrative hearings. Handles litigation brought on behalf of City or brought against City, City officials, or City employees. Researches, writes, and files pleadings, motions, briefs, and other documents and exhibits. Conducts depositions, trials, and appeals of proceedings in State and Federal Courts. Handles real estate transactions including acquisition and sale of land and interests in land through preparation of contracts, leases, easements, deeds, trust deeds, instruments of title, liens, releases and other documents. Prepares and/or reviews contract documents for construction projects and for the purchase, lease, or sale of goods, services and professional services including specifications, bid documents, requests for proposals, requests for qualifications, bonds, and contractual agreements. Reviews rules, policies, plans, and forms prepared by other City personnel for compliance with applicable laws.
Qualifications	Law degree from accredited law school with minimum of two (2) years of experience as an attorney handling civil matters; admitted to practice in the State. Experience in representing governmental or corporate entities desirable. Significant experience in specialized area of law relevant to municipal practice, e.g. administrative law, litigation, real estate law, contract law, construction law, employment law, etc., desirable. Must possess a driver's license valid in the State and the ability to safely operate a motor vehicle. Must attend Continuing Legal Education seminars to meet requirements for continuing licensure for law practice.
TRAFFIC ENGINEER	T006
Description	Reviews all site plans and subdivision plans for compliance with City Street and Subdivision Standards, including review of roadway design and traffic technical submittals from consulting engineers. Performs Traffic Impact Studies to determine impact to street system from development or roadway modifications. Updates the technical specifications and typical standards for the City Street and Subdivision Regulations relevant to all traffic related issues. Performs signal system timing pattern development and modification for local intersections and for the interconnected systems. Performs Computer Aided Drafting (CAD) design work utilizing ACAD 13 and Microstation on both personal computers and work stations for City designed engineering projects.
Qualifications	Bachelor's Degree or Master's Degree in Civil Engineering or Traffic Engineering and be registered, or have ability within twelve (12) months to obtain registration, as a Professional Engineer in the State. Possess a driver's license valid in the State. Previous experience as a traffic engineer preferred.
TURF CARE SUPERVISOR	T014
Description	Assisting in the planning and coordinating of all maintenance and projects related to the upkeep of the golf course. Schedules weekly work hours for maintenance employees. Communicates with all golf course personnel in a professional manner. Supervises performance of work of maintenance employees. Trains all maintenance employees on use of equipment with regards to both safety and operation. Assigns daily work duties to maintenance employees. Identifies turf diseases and pests. Reads and understands labels related to chemicals. Generates spray programs to control pests, diseases, and to promote healthy turfgrass and landscape.
Qualifications	Education equivalent to that represented by graduation from an accredited college with one (1) year of experience in turf-related field preferred; or two (2) years of college or trade school with an emphasis in turf management and three (3) years of experience in turf-related field; or high school diploma or GED and seven (7) years of experience in golf course turf maintenance with extensive background in all areas of golf course management required. Experience in bent grass turf maintenance required. Certified pest applicator preferred; or ability to obtain certification within twelve (12) months required. Ability to maintain certified pest applicator status required.

56 Job Classes in the Survey

Attachment C

City of Murfreesboro
Unified Pay Plan

Grade	ClassTitle	Unified Plan		
		Grade Min	Grade Mkt	Grade Max
101	Annual	\$18,999.54	\$ 25,459.20	\$ 31,060.20
	P003 ADULT DAY SERVICES ACTIVITY ASST			
	P007 AIRPORT OPERATIONS WORKER			
	P008 BUS/VAN DRIVER			
	P013 COURIER			
	F001 FACILITY ATTENDANT			
	F017 FITNESS/WELLNESS COORDINATOR			
	P030 GOLF ASSISTANT			
	P018 INFORMATION DESK CLERK			
	L012 LIFEGUARD			
	P062 PROGRAM SPECIALIST			
	P039 RECREATION SERVICES ASSISTANT			
	S029 SCOREKEEPER			
	S028 SITE SUPERVISOR			
103	Annual	\$ 23,390.64	\$ 28,068.36	\$34,243.44
	C004 CASHIER			
	C018 CUSTODIAN			
	H003 FACILITY ATTENDANT LEAD			
	G014 GOLF CART SPECIALIST			
	G009 GROUNDSKEEPER			
	L003 LABORER			
	P001 PARKING ENFORCEMENT AIDE			
	T004 THEATRE SPECIALIST			
	M003 W/WW LABORER			
104	Annual	\$ 24,560.58	\$ 29,471.88	\$35,956.02
	A004 ADMINISTRATIVE SUPPORT SPECIALIST I			
	A036 AIRPORT OPERATIONS ASSISTANT			
	P009 CAREGIVER INFORMATION COORDINATOR			
	F020 FOOD SERVICE MANAGER			
	G010 GROUNDSKEEPER/MAINTENANCE WORKER			
105	Annual	\$ 25,788.66	\$ 30,945.78	\$37,754.28
	G016 GREENSKEEPER			
	L005 LANDSCAPER			
	M009 METER READER			
	O006 OUTDOOR PROGRAM COORDINATOR			
	R003 REFUSE/CUSTODIAL CREW SUPER.			
	P034 VIDEO JOURNALIST			
106	Annual	\$ 27,077.94	\$ 32,493.12	\$39,641.28
	C020 CUSTOMER SERVICE CLERK			
	I003 IRRIGATION TECHNICIAN			
	M005 MAINTENANCE CREW LEADER			
	P059 RECREATION PROGRAM SPECIALIST			
	T012 TREE GROUNDSMAN			
	M004 W/WW MAINTENANCE WORKER			

City of Murfreesboro
Unified Pay Plan

Grade	ClassTitle	Grade Min	Grade Mkt	Grade Max
107	Annual	\$ 28,431.48	\$ 34,117.98	\$41,624.16
	C021 CUSTOMER SERVICE FIELD REP.			
	D020 DRIVER - SOLID WASTE			
	E007 EQUIPMENT OPERATOR			
	G015 GREENSKEEPING SPECIALIST			
	L007 LEAD LANDSCAPER/GREENSKEEPER			
	L008 LEAD LANDSCAPER/GROUNDSKEEPER			
	P057 PREVENTATIVE MAINTENANCE MECHANIC			
	T008 TRANSIT OPERATOR			
	T011 TREE CLIMBER			
	L006 GROUNDSKEEPER - LEAD			
108	Annual	\$ 29,853.36	\$ 35,823.42	\$43,704.96
	P004 ADULT DAY SERVICES PROGRAM COORDINATOR			
	C024 CUSTOMER SERVICE CLERK, LEAD			
	P016 GIS MAPPING SPECIALIST			
	P043 PLANT OPERATOR (WATER & WASTEWATER)			
	P047 POLICE EVIDENCE TECHNICIAN			
	S012 SHOP MANAGER			
	S014 SIGN TECHNICIAN			
109	Annual	\$ 31,345.62	\$ 37,614.54	\$45,889.80
	A003 ACCOUNTING CLERK			
	A007 ADMINISTRATIVE SUPPORT SPECIALIST II			
	C002 CROSS CONNECTION TECHNICIAN			
	F019 FOG PROGRAM COORDINATOR			
	G006 GOLF FACILITY SUPERVISOR			
	H006 HELPDESK SUPPORT SPECIALIST			
	P056 PRETREATMENT TECHNICIAN			
	W003 WATER QUALITY TECHNICIAN			
110	Annual	\$ 32,913.36	\$ 39,495.42	\$48,184.80
	D001 ADMINISTRATIVE AIDE I			
	R004 CCTV TECHNICIAN			
	C017 CULTURAL ARTS PROGRAM SPECIALIST			
	D019 DISPATCHER - POLICE			
	H005 HEAVY EQUIPMENT OPERATOR			
	L002 LABORATORY TECHNICIAN			
	M014 MAINTENANCE FOREMAN			
	M010 METER SERVICE CREW LEADER			
	P077 PERMITS TECHNICIAN			
	P076 PLANT OPERATOR, SENIOR (WATER & WASTEWATER)			
	C003 SOCIAL SERVICE SPECIALIST			
	U001 UTILITY LOCATOR			
111	Annual	\$ 34,558.62	\$ 41,470.14	\$50,594.04
	A005 ADMINISTRATIVE AIDE II			
	A029 ASSISTANT PROGRAM COORDINATOR			
	A034 ASSISTANT RECREATION FACILITY COORDINATOR			
	C023 COURT CLERK			
	C014 CREW LEADER			
	E006 EQUIPMENT MECHANIC			
	H007 HUMAN RESOURCES ASSISTANT			

City of Murfreesboro
Unified Pay Plan

Grade	ClassTitle	Grade Min	Grade Mkt	Grade Max
M015	MAINTENANCE TECHNICIAN-BUILDING			
P067	PUBLIC WORKS CREW LEADER			
T003	THEATRE MANAGER			
112	Annual	\$ 36,286.50	\$ 43,543.80	\$53,123.64
S006	ACCOUNTING SPECIALIST			
S007	BIOSOLIDS OPERATOR			
B004	BUILDING/CODES INSPECTOR (TRAINEE)			
C015	CRIME DATA ANALYST			
H004	HEAVY EQUIPMENT MECHANIC			
I002	INVENTORY AND PURCHASING COORDINATOR			
S008	LABORATORY ANALYST			
L010	LEGAL ASSISTANT			
T001	NETWORK SPECIALIST			
P021	NURSE			
P037	PAYROLL ASSISTANT			
T014	TURF CARE SUPERVISOR			
M007	W/WW MAINTENANCE TECHNICIAN			
113	Annual	\$ 38,101.08	\$ 45,721.50	\$55,779.72
C001	CROSS CONNECTION SUPERVISOR			
C011	MULTI-MEDIA PRODUCER			
P068	PUBLIC WORKS PROJECTS INSPECTOR			
T010	TRANSPORTATION OPERATIONS SUPERVISOR			
M001	W/WW CREW LEADER			
R005	W/WW PROJECT INSPECTOR			
114	Annual	\$ 40,006.44	\$ 48,007.32	\$58,568.40
B002	BIOSOLIDS OPERATIONS FOREMAN			
B003	BUILDING/CODES INSPECTOR			
C012	COMMUNICATIONS SHIFT SUPERVISOR			
E002	ELECTRICAL INSPECTOR			
G002	GIS MAPPING TECHNICIAN			
I001	INSTRUMENTATION & CONTROLS TECHNICIAN			
L004	LANDSCAPE SITE PLAN INSPECTOR			
L009	LEAD MECHANIC			
M008	MASTER PLANT OPERATOR			
M012	METER SERVICE MANAGER			
S015	NETWORK ADMINISTRATOR			
P060	PROGRAM COORDINATOR			
P078	PURCHASING ANALYST			
M002	W/WW FOREMAN			
115	Annual	\$ 42,006.66	\$ 50,407.38	\$ 61,496.82
A001	ACCOUNTANT			
B001	BENEFITS ADMINISTRATOR			
L011	CLAIMS SPECIALIST			
A009	RECREATION FACILITY COORDINATOR			
R007	ROW SAFETY INSPECTOR			
T015	TAX/LICENSING SUPERVISOR			
T007	TRAFFIC SIGNAL TECHNICIAN			
A022	ASSISTANT DIRECTOR - SOLID WASTE			

City of Murfreesboro
Unified Pay Plan

Grade	ClassTitle	Grade Min	Grade Mkt	Grade Max
116	Annual	\$ 44,106.84	\$ 52,927.80	\$64,572.12
D007	DEVELOPMENT COORDINATOR			
G007	GRANT COORDINATOR			
L001	LABORATORY SUPERVISOR			
L014	LINE CONSTRUCTION COORDINATOR			
P044	PLANT SHIFT SUPERVISOR (WATER & WASTEWATER)			
S020	PUBLIC WORKS PROJECT INSPECTOR - SR			
A031	SUPERINTENDENT - ATHLETIC PROGRAMS			
M006	W/WW MAINTENANCE SUPERVISOR			
117	Annual	\$ 46,312.00	\$ 55,574.70	\$67,800.42
E004	ENGINEER IN TRAINING			
F005	FACILITY SUPERVISOR			
H010	HUMAN RESOURCES ANALYST			
P041	PLANNER			
P055	PRETREATMENT COORDINATOR			
S001	SAFETY COORDINATOR W/WW			
S013	SIGN ADMINISTRATOR			
W002	WATER QUALITY SPECIALIST			
118	Annual	\$ 48,627.48	\$ 58,353.18	\$71,190.90
A035	ASSISTANT DIRECTOR, URBAN ENVIRONMENTAL			
C005	CHIEF CITY COURT CLERK			
F007	FINANCE/PERSONNEL SUPERVISOR			
H001	HEAD GOLF PROFESSIONAL			
H009	HEAD TENNIS PROFESSIONAL			
F004	SUPERINTENDANT - RECREATION			
F004	SUPERINTENDENT - FACILITY			
T009	TRANSPORTATION OPERATIONS MANAGER			
119	Annual	\$ 51,059.16	\$ 61,270.38	\$74,749.68
A027	ASSISTANT PLANT MANAGER			
A026	ASSISTANT WATER OPERATIONS MANAGER			
P040	PLAN EXAMINER			
120	Annual	\$ 53,612.22	\$ 64,334.46	\$78,487.98
C022	CUSTOMER SERVICE MANAGER			
S002	SAFETY OFFICER			
P058	PRINCIPAL PLANNER			
P064	PROJECT COORDINATOR			
S027	SYSTEMS ANALYST			
121	Annual	\$ 56,292.78	\$ 67,550.52	\$82,411.92
A008	AIRPORT MANAGER			
G003	GIS COORDINATOR			
P066	PUBLIC INFORMATION OFFICER			
S024	STREETS SUPERINTENDENT			
T013	TURF CARE MANAGER			

City of Murfreesboro
Unified Pay Plan

Grade	ClassTitle	Grade Min	Grade Mkt	Grade Max
122	Annual	\$ 59,106.96	\$ 70,928.76	\$86,532.72
	D003 ASSISTANT DIRECTOR - BUILDING			
	E003 ENGINEER			
	P038 HR AND PAYROLL SUPERVISOR			
	P065 PROJECT ENGINEER			
	S022 STORM WATER MANAGER			
123	Annual	\$ 62,061.90	\$ 74,475.30	\$90,859.56
	A002 ACCOUNTANT/FIXED ASSET MANAGER			
	C010 DIRECTOR - COMMUNICATIONS			
	F018 DIRECTOR - FLEET SERVICES			
	D017 DIRECTOR - URBAN ENVIRONMENTAL			
	M011 MIS COORDINATOR			
	P042 PLANT MANAGER (WATER & WASTEWATER)			
	P045 POLICE CAPTAIN			
	S010 SHIFT COMMANDER			
	O005 WATER OPERATIONS MANAGER			
124	Annual	\$ 65,165.76	\$ 78,198.30	\$95,402.64
	A033 ASSISTANT DIRECTOR - TRAFFIC			
	A018 ASSISTANT DIRECTOR - TRANSPORTATION			
	ASSISTANT DIRECTOR - PLANNING			
	A023 ASSISTANT FIRE CHIEF			
	E001 COORDINATOR - EFFECTIVE UTILITY MANAGEMENT			
	P049 POLICE MAJOR			
125	Annual	\$ 68,423.64	\$ 82,107.96	\$100,172.16
	A021 ASSISTANT DIRECTOR - RECREATION			
	A028 ASSISTANT POLICE CHIEF			
	D013 DIRECTOR - BUILDING			
	D014 DIRECTOR - COMMUNITY DEVELOPMENT			
	D018 DIRECTOR - GOLF			
	D012 DIRECTOR - SENIOR CITIZENS CENTER			
	D016 DIRECTOR - SOLID WASTE			
126	Annual	\$ 71,844.72	\$ 86,213.46	\$105,181.38
	A025 ASSISTANT DIRECTOR - HUMAN RESOURCES			
	D004 DEPUTY FIRE CHIEF			
	R006 RISK MANAGER			
127	Annual	\$ 75,437.16	\$ 90,525.00	\$110,440.50
	P069 DIRECTOR - PURCHASING			
	ASSISTANT CITY ENGINEER			
	A017 ASSISTANT DIRECTOR - FINANCE			
	D0009 DIRECTOR - TRANSPORTATION			
	A020 FINANCIAL OFFICER - WATER DEPARTMENT			
	A019 OPERATIONS OFFICER - WATER DEPARTMENT			
128	Annual	\$ 79,209.12	\$ 95,050.74	\$115,961.76
	D005 DEPUTY POLICE CHIEF			

City of Murfreesboro
Unified Pay Plan

Grade		ClassTitle	Grade Min	Grade Mkt	Grade Max
129	Annual		\$ 83,169.78	\$ 99,802.92	\$121,760.46
	A015	ASSISTANT CITY ATTORNEY			
	D011	DIRECTOR - PLANNING			
	D015	DIRECTOR - RECREATION			
	F011	FIRE CHIEF			
130	Annual		\$ 87,328.32	\$ 104,793.78	\$127,847.82
	C008	CITY JUDGE			
	H008	DIRECTOR - HUMAN RESOURCES			
	D010	DIRECTOR - INFORMATION TECHNOLOGY			
131	Annual		\$ 91,693.92	\$ 110,033.52	\$134,240.16
	C007	CITY ENGINEER			
	D008	DIRECTOR - WATER/WASTEWATER			
132	Annual		\$ 96,278.82	\$ 115,534.38	\$140,952.78
	F006	DIRECTOR - FINANCE			
	PO46	POLICE CHIEF			
135	Annual		\$ 111,455.40	\$ 133,746.48	\$163,170.42
	A016	ASSISTANT CITY MANAGER			
136	Annual		\$ 117,027.66	\$ 140,433.60	\$171,328.38
	C006	CITY ATTORNEY			
139	Annual		\$ 135,474.36	\$ 162,569.64	\$ 198,333.90
	C009	CITY MANAGER			

City of Murfreesboro
Public Safety Pay Plan

Grade	Code	ClassTitle	Grade Min	Grad Mkt	Grade Max
205	F036	Fire Trainee	\$34,611.66	\$ 41,533.38	\$ 49,425.12
		Hourly	\$12.33	\$14.79	\$17.60
	P053	POLICE TRAINEE			
		Hourly	\$ 17.74	\$ 21.30	\$ 25.34
207			\$38,159.00	\$ 45,790.00	\$ 54,491.00
	F025	Firefighter			
		Hourly	\$ 13.59	\$ 16.31	\$ 19.41
	P075	Police Officer			
		Hourly	\$ 19.57	\$ 23.48	\$ 27.94
209	F012	FIRE DRIVER	\$42,070.00	\$ 50,484.00	\$ 60,076.00
		Hourly	\$ 14.98	\$ 17.98	\$ 21.39
211			\$46,382.00	\$ 55,659.00	\$ 66,234.00
	P052	POLICE SERGEANT			
		Hourly	\$ 23.79	\$ 28.54	\$ 33.97
212			\$48,701.00	\$ 58,441.00	\$ 69,546.00
	A024	ASSISTANT FIRE MARSHALL	\$ 24.97	\$ 29.97	\$ 35.66
	F008	FIRE CAPTAIN	\$ 17.34	\$ 20.81	\$ 24.77
213			\$51,136.00	\$ 61,364.00	\$ 73,023.00
	F014	FIRE TRAINING COORDINATOR			
		Hourly	\$ 26.22	\$ 31.47	\$ 37.45
	P048	POLICE LIEUTENANT			
		Hourly	\$ 26.22	\$ 31.47	\$ 37.45
217			\$62,157.00	\$ 74,588.00	\$ 88,760.00
	F022	FIRE MARSHAL			

Effective 6/26/2016

City of Murfreesboro
Day Rate Pay Plan

Grade	Code	ClassTitle	Grade	Mir	Grad	Mkt	Grade	Max
501	P025	SCHOOL TRAFFIC PATROL						
			\$	38.86	\$	40.80	\$	42.84



... creating a better quality of life

November 17, 2016

REGULAR AGENDA

Honorable Mayor and Members of City Council:

RE: Approval of Interlocal Cooperation Agreement

As an item for the agenda, it is the recommendation of the Fire Rescue Chief that the City Council enter into an Interlocal Cooperation Agreement with Rutherford County.

Background

This Interlocal Cooperation Agreement establishes Rutherford County Emergency Medical Services (RCEMS) as the primary emergency ambulance service for the City of Murfreesboro's corporate limits. RCEMS shall provide advanced-life-support emergency medical ambulance service within the City. The agreement also establishes that Murfreesboro Fire & Rescue Department shall provide first-responder services within the City limits twenty-four (24) hours a day, seven (7) days per week. MFRD personnel shall operate by the MFRD Basic Life Support protocols, and MFRD Paramedics shall operate by the Advanced Life Support approved by MFRD Medical Director.

Fiscal Impact

There is no fiscal impact to the City.

Concurrences

The agreement has been reviewed and approved by the Legal Department.

Recommendation

It is recommended that City Council enter into an Interlocal Cooperation Agreement with Rutherford County.

Attachment

Interlocal Cooperation Agreement

Respectfully submitted,

Mark Foulks
Fire & Rescue Chief

C: Melissa Wright, City Recorder

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into as of the ___ day of _____, 2016, by and between **RUTHERFORD COUNTY, a political subdivision of the State of Tennessee**, (the “County”) and the **CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee** (the “City”).

WITNESSETH:

WHEREAS, T.C.A. § 7-61-102 authorizes the governing body of any county or city of the state of Tennessee to “provide and maintain and do all things necessary to provide ambulance service as a public service”; and

WHEREAS, T.C.A. § 7-61-103 authorizes the governing body of any county or city to “license, franchise, or contract for private operators or nonprofit general welfare corporations to provide ambulance service. In order to protect the public health and welfare, any county or city may adopt and enforce reasonable regulations to control the provision of private or nonprofit ambulance service”; and

WHEREAS, T.C.A. § 7-61-104(a) prohibits a county from providing and maintaining, licensing, franchising, or contracting within the boundaries of a city, without the approval of that city’s governing body; and

WHEREAS, the Tennessee Interlocal Cooperation Act, T.C.A. § 12-9-101 et seq., authorizes local governmental units to enter into interlocal agreements in accordance with the terms of that act with the goal of enabling local governments to make “the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”;

WHEREAS, the Tennessee Attorney General has opined that where a municipality has authorized a county to operate an ambulance service within the municipality’s borders, the terms governing how such services are to be provided should be set forth in the interlocal agreement approved by the municipality’s governing body, *see Tenn.Op.Atty.Gen. No. 13-09 (Feb. 4, 2013) and Tenn.Op.Atty.Gen. No. 03-073 (June 10, 2003)*;

WHEREAS, it is in the best interest of the County, City, and general public to establish a system of regulations, policies, and procedures governing the delivery of emergency medical services within the City; and

WHEREAS, to accomplish this objective, it is the desire of the County and City to enter into this Interlocal Agreement establishing Rutherford County Emergency Medical Services as the primary emergency ambulance service for the City of Murfreesboro.

NOW THEREFORE, in consideration of the above-stated premises, the City and the County hereby agrees as follows:

TERMS AND CONDITIONS

A. DEFINITIONS

Advanced Life Support (ALS) refers to a level of emergency medical care extending beyond basic life support, usually provided by Advanced EMTs (AEMTs) or paramedics. Typically, ALS includes invasive techniques such as IV therapy, advanced airway techniques, and/or drug administration.

Basic Life Support (BLS) refers to the constellation of emergency procedures needed to ensure a person's immediate survival, including CPR, control of bleeding, treatment of shock and poisoning, stabilization of injuries and/or wounds, and basic first aid.

Incident Commander (IC) means the individual that sets the incident objectives, strategies, and priorities and has overall responsibility for the incident.

Murfreesboro Fire & Rescue Department (MFRD) is a department of the City of Murfreesboro whose purpose is to provide fire suppression, emergency medical first responder services, hazardous materials mitigation, technical rescue, and other emergency and non-emergency services within the corporate limits of Murfreesboro.

Murfreesboro Emergency Communications Center (MECC) is the primary public safety answering point (PSAP) and emergency communications coordinating agency for the City of Murfreesboro.

Priority Medical Emergency means any problem or problems deemed to be of immediate threat to life, limb, or bodily function, including, without limitation, the medical issues and conditions set forth in Exhibit A hereto and any other issues and conditions designated and agreed to by the medical director(s) for MFRD and RCEMS.

Public Safety Answering Point or "PSAP" means a facility that has been designated to receive 911 phone calls and route them to emergency services personnel pursuant to TCA § 7-86-107(b).

Rutherford County Emergency Medical Services (RCEMS) is the primary emergency medical ambulance service for Rutherford County. In addition, RCEMS performs hazardous materials mitigation, conducts technical rescues, performs Coroner and Medical Examiner Liaison duties, and provides other emergency and non-emergency services within Rutherford County.

Rutherford County Emergency Medical Services Communications Center (RCEMSCC) is a secondary public safety answering point for Rutherford County with responsibility for the dispatch of emergency medical ambulance services within Rutherford County.

B. PRIMARY EMERGENCY MEDICAL AMBULANCE SERVICE

By adopting this agreement and for as long as this Agreement remains in effect, the City recognizes and designates RCEMS as the primary emergency medical ambulance service within the City's corporate limits. Throughout the term of this Agreement, RCEMS shall provide advanced-life-support emergency medical ambulance service within the City in accordance with the terms of this Agreement and applicable federal and state law and regulations.

C. DISPATCH AND COMMUNICATIONS

The Murfreesboro Emergency Communications Center (MECC) shall receive all 911 calls originating inside the corporate city limits of Murfreesboro. Should the county primary public safety answering point (Rutherford County Sheriff's Office) receive a call originating from inside the city limits, the call information shall be forwarded via the integrated CAD system to the MECC. If the call is a request for emergency medical care or other type of critical call, the caller shall be transferred to the MECC. Likewise, the MECC shall forward all calls received that originate outside of the corporate city limits to the appropriate PSAP for the call location.

The MECC shall transfer the CAD information and the caller, to RCEMSCC. MFRD shall be dispatched to all priority medical emergencies established by call handling guidelines and protocols.

During all such priority medical emergencies, MFRD and RCEMS shall maintain two-way radio communications over RCEMS's radio frequency. All radio communications shall be in "plain English," without the use of "10-Codes," in accordance with National Incident Management System (NIMS) standards. Upon arrival at scene and if time/conditions permit, MFRD shall notify the responding RCEMS Unit of any on-scene hazards, the number and condition of patients, and all other pertinent information.

If a call appears to be a false call or an accident without personal injuries, the Incident Commander shall notify the responding unit(s) to downgrade or cancel the response as deemed necessary.

D. INCIDENT COMMAND/TRANSFER OF PATIENT CARE

It is understood and agreed by the parties hereto that the National Incident Management System (NIMS) and Incident Command will be used on all emergency scenes. In accordance with recognized "Unified Command" procedures, RCEMS shall be in charge of medical operations on any emergency scene where patient care is being rendered and shall have ultimate responsibility for the treatment of patient. The highest ranking MFRD employee on the scene shall be

responsible for all other aspects of scene command, including, but not limited to, incident mitigation, managing traffic, scene safety, and safe access to the scene.

In the event T.C.A. § 6-21-703 applies to an emergency scene, the highest ranking MFRD Officer on scene shall be the Incident Commander of the scene. Should RCEMS arrive on the scene prior to MFRD the highest ranking/most senior Paramedic shall establish Incident Command; upon arrival of MFRD command shall be transferred to the highest ranking MFRD Officer.

The highest-level licensed emergency medical provider on scene shall be in charge of the care and treatment of the patient, provided, however, that upon the arrival on scene of a RCEMS Paramedic, the MFRD personnel who initiated patient care shall transfer the care of the patient to the RCEMS Paramedic, unless otherwise directed by the RCEMS Paramedic.

To facilitate continuity of patient care, an MFRD AEMT/Paramedic shall provide the RCEMS Paramedic, upon the RCEMS Paramedic's arrival on scene, with verbal report of any advanced skills performed by MFRD personnel. This report should include: vital signs; time of treatment; type of treatment; the names of AEMT(s) or Paramedic(s) who performed the treatment; any improvements in the patient's condition as a result of the treatment; and any other clinically relevant information concerning the patient's condition. This same information shall also be included in the MFRD patient care reports, which MFRD shall make available to RCEMS in accordance with Section H of this Agreement.

E. RESPONSE

MFRD shall provide first-responder services within the City limits twenty-four (24) hours a day, seven (7) days per week. MFRD shall notify RCEMS and the RCEMS Communications Center if at any time MFRD is not available or not staffed for emergency medical response. MFRD designates a minimum of fourteen (14) response apparatus as well as additional staff support units for response to all emergencies.

RCEMS shall provide advanced-life-support, emergency-medical services within the City limits twenty-four hours a day, seven (7) days per week. RCEMSCC shall notify the MECC if at any time RCEMS does not have units available for emergency response. MECC shall notify the MFRD shift commander of the unavailability of RCEMS. RCEMS shall locate staff, and operate a minimum of five (5) ambulance stations within the City limits.

In situations demanding response to the scene of violence or criminal activity, MFRD and RCEMS units shall coordinate adequate law enforcement presence at the scene prior to or at the time of arrival. Upon arrival at the scene, MFRD units shall attempt to park as to minimize obstruction and to enhance access to the patient by the ambulance unit.

F. MEDICAL DIRECTION; ON-SCENE ACTIONS

MFRD and RCEMS personnel shall operate under the established protocols approved by their respective Medical Director(s).

All MFRD personnel shall operate by the MFRD Basic Life Support protocols, and MFRD Paramedics shall operate by the Advanced Life Support approved by MFRD Medical Director.

All RCEMS personnel shall operate under RCEMS protocols approved by the RCEMS Medical Director.

G. QUALITY ASSURANCE/EMS TRAINING COMMITTEE

A Quality Assurance/EMS Training Committee shall address emergency medical response related issues and/or complaints within the community EMS system. This committee will also identify and recommend needed changes regarding patient care, protocols, procedures, response, etc. Additionally, this committee will initiate coordinated training and community-disaster-response preparation. This committee shall be comprised of a minimum of two (2) Administrative EMS personnel from MFRD, two (2) field personnel from MFRD, two (2) Administrative personnel from RCEMS, two (2) field personnel from RCEMS, and the respective Medical Director(s) from each agency. The committee will meet at a minimum quarterly and will meet with the respective Medical Director(s), at a minimum, every six (6) months.

H. DOCUMENTATION/PATIENT CARE REPORTING

Pursuant to T.C.A. § 10-7-504, all patient information and records obtained and maintained by the MFRD shall be treated as confidential and shall not be disclosed to or made open for inspection by members of the public. ***Both parties acknowledge that MFRD is not a “covered entity” for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, therefore, not subject to HIPAA regulations. As a matter of practice, however, MFRD will comply with those principles pertaining to the non-disclosure of patient information set forth in the HIPAA Privacy Rule and in RCEMS’s HIPAA Policy and agrees not to release any patient information or records except as required or allowed under applicable state or federal law. RCEMS shall be responsible for providing MFRD with a current copy of RCEMS’s HIPAA Policy.***

MFRD will grant RCEMS and its Medical Records Clerk the ability to access, print, and download any and all MFRD patient care reports from MFRD’s records management system. RCEMS may include the MFRD report for a patient in the patient’s permanent pre-hospital care record if necessary.

I. CERTIFICATION/LICENSURE

MFRD and RCEMS shall each ensure that all personnel who participate in patient care are certified or licensed by the State of Tennessee Department of Health Division of EMS. Personnel shall be certified or licensed pursuant to the Tennessee EMS Board Rules and Regulations, Chapter 1200-12-01-.04.

J. CONTINUING MEDICAL EDUCATION

MFRD and RCEMS shall provide or shall make available to all certified/licensed personnel annual continuing medical education training. This training shall be consistent with Tennessee EMS Board Rules and Regulations, Chapter 1200-12-01-.04 renewal requirements for certification or licensure; shall be consistent with Tennessee EMS Board Rules and Regulations, Chapter 1200-12-01-.14(5-7).

K. MEDICAL EQUIPMENT AND AMBULANCES

All RCEMS units shall meet the minimum standards for emergency ambulance units and emergency ambulance equipment required by Tennessee EMS Board Rules and Regulations, Chapter 1200-12-01-.02 and Chapter 1200-12-01-.03. All MFRD emergency medical response units, at a minimum, shall meet the minimum equipment and supply requirements set forth in Tennessee EMS Board Rules and Regulations, Chapter 1200-12-01-.16.

RCEMS shall provide each MFRD emergency medical response unit with replacements for the following disposable items on an item-by-item basis when such items have been used by the first responder unit in providing care: (i) all resuscitative and airway management devices; (ii) splints; (iii) cervical collars; (iv) bandages/dressings; (v) IV fluids and supplies; and (vi) other patient handling equipment used during patient treatment. RCEMS and MFRD may mutually agree on the replacement of other equipment and supplies as circumstances require.

In addition, RCEMS shall reimburse MFRD for the cost of any medications used in patient care on a monthly basis. To obtain reimbursement from RCEMS, MFRD shall maintain a medication log of all medication used in patient care in the preceding month and submit such log, verified and signed by MFRD's Assistant Chief for Emergency Medical Services, along with an invoice reflecting the total cost of medications used, to RCEMS for payment. RCEMS shall pay the invoice within thirty (30) days of receipt. The medication log shall contain the following information: (i) RCEMS run number; (ii) date of use; (iii) name of medication; and (iv) amount of medication administered.

RCEMS shall not be responsible for replacing any of the disposable items listed in Exhibit B hereto or for replacing any medication or disposable item that is lost, damaged, or expired. RCEMS and MFRD shall utilize procedures addressed in Exhibit C regarding replacement of supplies.

L. INFECTION CONTROL

MFRD and RCEMS agree to develop and maintain working exposure-control plans for blood-borne pathogens in accordance with OSHA CFR 1910.1030. The plan will pertain to all personnel. A copy of the plan will be supplied upon request to the administrative staff of the requesting agency. Members will receive yearly update training on the exposure control plan as well as OSHA CFR 1910.1030.

M. COORDINATION/ANNUAL AUDIT

Pursuant to Tennessee EMS Board Rules and Regulations, Chapter 1200-12-01-.16, RCEMS, as a licensed emergency medical ambulance service, shall be responsible for coordinating the operation of the MFRD's first responder service and ensuring that the MFRD meets the requirements of Tennessee EMS Board Rules and Regulations, Chapter 1200-12-01-.16 and maintains and provides all documentation required thereby.

In order to meet the provisions of the Tennessee Division of EMS annual audit MFRD shall provide the following:

1. Roster of all EMS certified/licensed personnel including level of certification/licensure, date of expiration, and copies of State certification/licensure and current CPR card.
2. List of all apparatus/support personnel approved for response to medical emergencies, including physical location of assignment for all apparatus.
3. A summary report of all continuing medical education provided to MFRD personnel.
4. A summary report of all quality assurance/improvement activities.

N. MALPRACTICE AND LIABILITY INSURANCE

The City of Murfreesboro is self-insured for liability under the Tennessee Governmental Tort Liability Act and shall maintain sufficient reserves to cover claims up to the minimum limits set forth in T.C.A. § 29-20-403. Such coverage shall meet the requirements of Tennessee EMS Board Rules and Regulations Chapter 1200-12-01-.07 and shall extend to emergency care personnel and to the City itself.

Rutherford County is self-insured for liability under the Tennessee Governmental Tort Liability Act and shall maintain sufficient reserves to cover claims up to the minimum limits set forth in T.C.A. § 29-20-403. Such coverage shall meet the requirements of Tennessee EMS Board Rules and Regulations Chapter 1200-12-01-.07 and shall extend to emergency care personnel and to the County itself.

O. GENERAL TERMS AND CONDITIONS

1. This Agreement is by and between two independent governmental agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, or association.
2. The employees of the City and County are solely the officers, agents, or employees of the entity that hired them. Each party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each party's employees. Neither the City nor the County shall be liable for compensation or indemnity to the other party's employee for injury or sickness arising out of his or her employment.
3. The parties shall not assign any rights or duties under this Agreement to a third party without the written consent of both parties.
4. Both parties acknowledge that as governmental entities, each party is covered by the Tennessee Governmental Tort Liability Act (GTLA), T.C.A. §§ 29-20-101 et seq. As to any injury suffered by the other party, each party accepts responsibility for the acts or omissions of its own employees, officials, and agents, whether or not those acts or omissions are the result of intentional, knowing, reckless, or negligent conduct, to the extent that any such act or omission injured the other party and to the full extent of the limits of liability set forth in the GTLA for governmental entities. To the extent permitted by Tennessee law, each party agrees to indemnify and hold harmless the other party for the acts and omissions of its own employees. Neither party nor their employees shall be considered to be agents of the other party. Notwithstanding the foregoing, nothing herein waives or limits sovereign immunity under Tennessee law, including, but not limited to, the GTLA.
5. Each party is responsible for reporting alleged violations of state law or rules, and shall be reported to the Regional EMS Consultant of the Department of Health.
6. This Agreement shall remain in effect for an initial term of two (2) years beginning on the date set forth above, and shall automatically renew for additional one-year terms thereafter; provided, however, either party shall have the right to terminate this Agreement in accordance with the requirements and subject to the conditions set forth herein.
7. Either party may terminate its participation under this Agreement in its discretion and for its convenience upon no less than one hundred eighty (180) days prior written notice to the other party. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. In the event of any actual or suspected material breach, the non-breaching party shall provide written notice of the breach, and the breaching party shall have thirty (30) days from the date of the notice to cure the breach. Should the breach not be cured within that period, the non-breaching party shall have the option of terminating this Agreement.

8. Both parties agree to comply with any applicable federal, state, and local laws and regulations.
9. 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.
10. Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying-off of any individual due to race, color, national origin, religion, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
11. City and County policy prohibit discrimination on the basis of race, color, national origin, religion, age, sex, disability, or any other class of persons recognized by federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. Both parties certify and warrant that their performance under this Agreement will adhere at all times to and comply with these policies.
12. Any notices required by or relating to any part of this Agreement shall be considered delivered and the service thereof completed when said notice is posted by registered mail or when delivered in person to the party or its authorized representative indicated below:

Notices to the City shall be sent or delivered to:

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

Notices to the County shall be sent to:

Rutherford County
ATTN: County Mayor
Rutherford County Courthouse, Room 101
Murfreesboro, TN 37130

13. The validity, construction, and effect of this Agreement and any extension thereof and/or modifications thereto shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Agreement shall be maintained in the courts of Rutherford County, Tennessee.
14. The parties hereto agree that this is the complete and entire Agreement between the parties, and this Agreement may not be amended except in writing signed by both parties.

15. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed from the rest of the Agreement and such decision shall have no effect on the validity of the remaining provisions of this Agreement.
16. This Agreement shall not be binding upon the Parties until it is approved by the Murfreesboro City Council and the Rutherford County Commission and signed by the Mayor of the City of Murfreesboro and the Mayor of Rutherford County. When it has been so signed, this Agreement shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this agreement on the ____ day of _____ 2016.

**COUNTY OF RUTHERFORD,
TENNESSEE**

**CITY OF MURFREESBORO,
TENNESSEE**

Ernest G. Burgess, County Mayor

Shane McFarland, County Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Attorney

City Attorney

SEAL

EXHIBIT A

PRIORITY MEDICAL EMERGENCIES REQUIRING DISPATCH OF MURFREESBORO FIRE & RESCUE DEPARTMENT FIRST RESPONDERS

A "Priority Medical Emergency" means any problem or problems deemed to be of immediate threat to life, limb, or bodily function, including, without limitation, the medical issues and conditions and any other issues and conditions designated and agreed to by the medical director(s) for MFRD and RCEMS.

- **All Airway, Respiratory and Circulation Problems, including:**
 - Cardiac arrest;
 - Chest pain;
 - Shortness of breath;
 - Stroke, including head pain possibly indicative of stroke;
 - Respiratory distress and arrest;
 - Choking; and
 - Smoke inhalation.
- **Altered Mental State, included but not limited to:**
 - Seizure;
 - Fainting; and
 - Unresponsive.
- **Severe Allergic Reaction with shortness of breath or known history of allergy;**
- **Heat Exposure (hyperthermia) and Cold Exposure (hypothermia);**
- **Diabetic Emergencies, where patient has a known history of diabetes or hypoglycemia and is disoriented, combative or unresponsive;**
- **Severe Physical Injuries, including:**
 - Severe bleeding;
 - Severe burns;
 - Head injuries;
 - Penetrating/Crushing chest injuries;
 - Shock, as indicated by pale skin, rapid pulse, increased respirations, sweating, trauma, and/or severe loss of blood
 - Neck or back injuries;
 - Gunshot wounds;
 - Amputation or near amputation;
 - Drowning or near drowning;
 - Industrial and environmental emergencies;
 - Mass casualty incidents; and
 - Motor vehicle accident-related injuries;
- **Childbirth.**
- **Attempted Suicide**

EXHIBIT B

DISPOSABLE ITEMS NOT SUBJECT TO REPLACEMENT BY RCEMS

In accordance with Section K of this Agreement, RCEMS shall be responsible for replacing disposable medical supplies taken from an MFRD emergency medical response unit and used directly in connection with patient care; RCEMS shall not be responsible for replacing any MFRD supplies that are lost, damaged, or expired. Notwithstanding the foregoing, RCEMS shall not be required to replace the following disposable items even when such items are used in connection with patient care:

- Razors for removing body hair for EKG or AED pads;
- Gloves;
- Lubrication for airways;
- Diabetic lancets;
- Diabetic test strips;
- Sterile saline;
- Aspirin;
- Nitroglycerin;
- AED pads;
- Suction equipment;
- CO2 detectors; and Oxygen.

EXHIBIT C

Procedure for Exchange and Recovery of Medical Supplies and Equipment

Upon utilization of medical supplies/medications for direct patient care the MFRD Officer in Charge shall list the medical supplies/medications on the RCEMS First Responder Inventory Control Sheet. (Example Below)

Information on the Inventory Control Sheet Shall Include:

- Date of response
- EMS Run Number
- Item utilized during response
- Quantity of items utilized during response
- Person in charge of patient care

Inventory Control Sheets should be submitted to the Medical Services Division when the sheet is full or bi-weekly to ensure adequate recovery of supplies.

Long Spine Boards should be recovered on scene whenever practical.

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