

MURFREESBORO CITY COUNCIL
AGENDA

December 1, 2016

7:00 p.m.

Council Chambers

PRAYER

MR. BILL SHACKLETT

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Consent Agenda

1. A. Consider recommendations of the City Recorder/Finance Director: Acknowledgement of Receipt of City Manager's approved Budget Amendments for Fiscal Year 2017.
- B. Consider recommendations of the Fire & Rescue Chief: Purchase of two (2) 2017 Ford Explorers.
- C. Consider recommendations of the Principal Planner: Mandatory Referral for MED [2016-718] to consider abandonment of a sanitary sewer easement located at 259 Robert Rose Drive; Murfreesboro Electric Department, applicant.
- D. Consider recommendations of the Assistant City Manager: Approve Master Services Agreement with VC3, Inc.

Second Readings

2. Consider for passage on second and final 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].
3. Consider for passage on second and final reading ORDINANCE 16-OZ-49 to zone an area along South Rutherford Boulevard as Highway Commercial (CH) District, simultaneous with annexation [2016-446].
4. Consider for passage on second and final 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].
5. Consider for passage on second and final reading ORDINANCE 16-OZ-52 to rezone an area at 720 Old Salem Road to Highway Commercial (CH) District [2016-443].
6. Consider for passage on second and final reading ORDINANCE 16-OZ-54 to rezone an area located along South Rutherford Boulevard to Residential Zero Lot-Line (RZ) District [2016-451].

New Business

7. A. Pursuant to RESOLUTION 16-R-PH-55 adopted by the City Council on October 13, 2016, conduct a public hearing to consider rezoning approximately 5.7 acres along Osborne Lane from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District and to rezone approximately 0.6 acres from General Office (OG) District to Commercial Fringe (CF) District; Chuck Barnes, applicant [2016-431]. Notice of said public hearing was published in the November 14, 2016 issue of a local newspaper.
- B. Consider for passage on first reading ORDINANCE 16-OZ-55 to rezone an area located along Osborne Lane to Commercial Fringe (CF) District [2016-431].
8. Pursuant to RESOLUTION 16-R-PH-51 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 21.5 acres and (2) zoning of approximately 21.5 acres along West Thompson Lane which have been proposed to be annexed to the City of Murfreesboro, Tennessee to Planned Residential Development (PRD) District and rezone approximately 1.5 acres from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District and rezone approximately 1.1 acres from College and University (CU) District to Planned Residential Development (PRD) District (Caroline Farms), [2016-516 & 2016-445]. Notice of said public hearing was published in the November 14, 2016 issue of a local newspaper.
 - A. Conduct a public hearing on Plan of Services for and annexation of approximately 21.5 acres located along West Thompson Lane.
 - B. Consider for adoption RESOLUTION 16-R-PS-51 to adopt a Plan of Services for approximately 21.5 acres along Thompson Lane; Diane and Grant Kelley, applicants [2016-516].

MURFREESBORO CITY COUNCIL
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(Continued)

8. C. Consider for adoption RESOLUTION 16-R-A-51 to annex approximately 21.5 acres along West Thompson Lane, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee; Diane and Grant Kelley, applicants [2016-516].
 - D. Conduct a public hearing to consider zoning approximately 21.5 acres along West Thompson Lane as Planned Residential Development (PRD) District, simultaneous with annexation, rezone approximately 1.5 acres from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District and to rezone approximately 1.1 acres from College and University (CU) District to Planned Residential Development (PRD) District (Caroline Farms); Steven Dotson, applicant [2016-445].
 - E. Consider for passage on first reading ORDINANCE 16-OZ-51 to zone 21.5 acres along West Thompson Lane as Planned Residential Development (PRD) District, simultaneous with annexation, rezone approximately 1.5 acres from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District and to rezone approximately 1.1 acres from College and University (CU) District to Planned Residential Development (PRD) District (Caroline Farms); Steven Dotson, applicant [2016-445].
9. Pursuant to RESOLUTION 16-R-PH-53 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 77.1 acres and (2) zoning of approximately 77.1 acres along Manchester Pike and Dilton Mankin Road which have been proposed to be annexed to the City of Murfreesboro, Tennessee to Planned Residential Development (PRD) District (Mankin Pointe), [2016-512] & 2016-447]. Notice of said public hearing was published in the November 14, 2016 issue of a local newspaper.
 - A. Conduct a public hearing on Plan of Services for and annexation of approximately 77.1 acres located along Manchester Pike and Dilton Mankin Road.
 - B. Consider for adoption RESOLUTION 16-R-PS-53 to adopt a Plan of Services for approximately 77.1 acres along Manchester Pike and Dilton Mankin Road; Mankin Family Limited Partnership, applicants [2016-512].
 - C. Consider for adoption RESOLUTION 16-R-A-53 to annex approximately 77.1 acres along Manchester Pike and Dilton Mankin Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee; Mankin Family Limited Partnership, applicant [2016-512].
 - D. Conduct a public hearing to consider zoning approximately 77.1 acres along Manchester Pike and Dilton Mankin Road which have been proposed to be annexed to the City of Murfreesboro, Tennessee to Planned Residential Development (PRD) District (Mankin Pointe); Ole South Properties, Inc., applicant [2016-447].
 - E. Consider for passage on first reading ORDINANCE 16-OZ-53 to zone an area along Manchester Pike and Dilton Mankin Road which have been proposed to be annexed to the City of Murfreesboro, Tennessee to Planned Residential Development (PRD) District (Mankin Pointe); Ole South Properties, Inc., applicant [2016-447].
10. Consider recommendations of the Murfreesboro City Schools Finance & Administrative Services Director:
 - A. Approve Contracts with Johnson + Bailey Architects P.C. for architectural services on the Black Fox School addition.
 - B. Approve Construction Contract with Romach, Inc. for addition to Black Fox Elementary.
11. Consider for adoption RESOLUTION 16-R-21 establishing payments in lieu of taxes for the Murfreesboro Electric Department for the fiscal year ending June 30, 2017.
12. Consider for adoption RESOLUTION 16-R-22 regarding T.C.A. § 68-211-707 and the approval of new landfills proposed to be located within one mile of City borders.

Beer Permits

Board & Commission Appointments

Payment of Statements

Other Business from Staff or City Council

Adjourn



... *creating a better quality of life*

CONSENT AGENDA

November 17, 2016

Honorable Mayor and Members of City Council:

RE: Fiscal Year 2017 Budget Amendment

Attached you will find a budget transfer as approved by the City Manager on November 16, 2016.

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

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

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

Melissa B. Wright
City Recorder, Finance Director

Finance and Tax Administration

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



Inter-Fund Budget Amendment Request

Mr. Lyons,

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

Budget Fiscal Year: 2017

Move funds from:

Org 10130008
 Object 599909
 Acct Name Unforeseen Contingencies
 Amount \$ 45,000.00

Move funds to:

Org 10121009
 Object 592000
 Acct Name Buildings Exp

Explanation: Low bid for office remodel exceeds budgeted amount for remodel.

Cynthia M. Holloway
 Department Head Signature

10/24/16
 Date

Ana Maria Stovall
 Reviewed by Finance

10-25-16
 Date

Approved	<input checked="" type="checkbox"/>	<u>Robert J. G.</u> City Manager
Declined	<input type="checkbox"/>	<u>11-16-16</u> Date

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



... creating a better quality of life

December 1, 2016

CONSENT AGENDA

Honorable Mayor and Members of City Council:

RE: Approval to Purchase Two 2017 Ford Explorers

As an item for the consent agenda, it is recommended that City Council grant the Murfreesboro Fire & Rescue Department (MFRD) approval to purchase two 2017 Ford Explorers from the State of Tennessee contract with Ford of Murfreesboro.

Background

MFRD requests approval to purchase two 2017 Ford Explorers from Ford of Murfreesboro. These vehicles will replace an Assistant Fire Chief's and Fire Marshal's vehicle. The Assistant Fire Chief's vehicle is a 2005 Chevy Tahoe with approximately 154,382 miles; the Fire Marshal's vehicle is a 2006 Ford F350 truck with approximately 193,000 miles. Both vehicles will remain in MFRD's fleet as reserve vehicles. The contract price for the Explorers is \$34,169.72 each for a total of \$68,339.44.

Fiscal Impact

MFRD's FY17 fixed asset budget includes \$68,700 for the purchase of two vehicles.

Recommendation

It is recommended that City Council approve MFRD to purchase two 2017 Ford Explorers from the State of Tennessee contract with Ford of Murfreesboro at the price of \$68,339.44.

Sincerely,

Mark Foulks
Fire Rescue Chief

C: Melissa Wright, City Recorder



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Consent Agenda

November 21, 2016

Honorable Mayor and Members of City Council

Re: Mandatory Referral for MED [2016-718] to consider the abandonment of a Sanitary Sewer easement located at 259 Robert Rose Drive, Murfreesboro Electric Department applicant.

Background

During its regular meeting on November 16, 2016, the Planning Commission considered abandoning a portion of an existing sanitary sewer easement located along Robert Rose Drive at 259 Robert Rose Drive for a future MED substation. The easement is 25' wide. The Murfreesboro Water & Sewer Department has reviewed the request and has determined a portion of the easement can be abandoned. If this mandatory referral is approved, it should be made subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This includes legal descriptions and an illustration of the property. If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.

Recommendation

It is the recommendation of the Murfreesboro Planning Commission and the Murfreesboro Water & Sewer Board to approve the request to abandon a portion of the existing sanitary sewer easement at 259 Robert Rose Drive.

Concurrences

The Murfreesboro Planning Commission approved the matter during the November 16, 2016, regular meeting. The MWSD board approved the matter during the October 19, 2016 meeting.

Fiscal Impact

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

Attachments

1. Exhibits

Respectfully Submitted

Margaret Ann Green, AICP
Principal Planner

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 16, 2016**

- 4.j. Mandatory Referral for MED [2016-718] to consider the abandonment of a Sanitary Sewer easement located at 259 Robert Rose Drive, Murfreesboro Electric Department applicant.**

The subject property is located along Robert Rose Drive. A MED substation and TVA facilities are currently proposed to be sited on the property. Presently, a twenty-five (25) foot drainage easement crosses the property. The MWS Board has reviewed the application and approved it in October. If this mandatory referral is approved, it should be made subject to the applicant providing all the necessary documentation required to prepare and record the instrument to City Staff. This includes legal descriptions and an illustration of the property. If approved, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.



205 North Walnut Street
P. O. Box 9
Murfreesboro, Tennessee 37133-009
Office: 615-893-5514
Fax: 615-904-9118
www.murfreesboroelectric.com

9/30/2016

Valerie Smith
Murfreesboro Water and Sewer Department
300 NW Broad St
Murfreesboro, TN 37130

RE: Abandonment of Sanitary Sewer Easement

To whom it may concern:

The Murfreesboro Electric Department (MED) requests the 25ft. Sanitary Sewer Easement to be abandoned at 259 Robert Rose Drive. MED is constructing a substation on this site and does not require sewer service, thus justifying the elimination of the easement since all adjacent parcels have sewer access. Below is additional information for the site.

Owner Name: City of Murfreesboro
Parcel # 091I A 01501
Subdivision: Home Depot 1st Resub
Lot# 3A
Acres: 0.9

Please contact me if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Barns".

Chris Barns, P.E.
Distribution Engineer
Office: (615)-494-0428



MURFREESBORO WATER AND SEWER DEPARTMENT

Easement Abandonment - Home Depot Sub Lot 3A

October 2016
TAB



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MEMORANDUM

DATE: October 19, 2016
TO: Water and Sewer Board
FROM: Valerie H. Smith
SUBJECT: Sewer Easement Abandonment
259 Robert Rose Drive

Background

This easement abandonment request is from Chris Barns, with Murfreesboro Electric Department (MED). They are requesting the abandonment of an existing twenty-five (25) foot sewer easement. The existing easement was for a future sewer main extension to serve the property. MED is constructing a substation on the property and does not need sewer service. The neighboring properties already have sewer available. 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

MED Request for Abandonment



Administration CONSENT AGENDA

December 1, 2016

Honorable Mayor and Members of the City Council:

RE: 1. Approve Master Services Agreement with VC3, Inc.

Summary Statement

City Council approval is requested for a Master Services agreement that would allow staff to use VC3 periodically in the development of software applications. All tasks assigned to VC3 would be subject to budget availability and approved by the Information Technology Director and the City Manager.

Background

VC3 is a Columbia, South Carolina based developer of software applications for Microsoft SharePoint that specializes in city and county governments. To date, VC3 works with over 195 cities and counties across the southeast.

Murfreesboro's initial need is for three applications; (1) a project tracking system that marries both timeline of the project with financial information; (2) a "front page" to the City's Intranet system for employee communications and (3) assistance with the purchasing process to streamline request. The proposed fee for these three applications is \$22,000.

Fiscal Impact

The work was funded at \$25,000 in the Information Technology Department as part of the FY 2016-2017 budget.

Recommendation

It is recommended that City Council approve a Master Services Agreement with VC3, Inc. for the periodic development of software applications subject to budget constraints and with the approval of the Information Technology Director and the City Manager.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this ____ day of _____, 2014 (the "Effective Date"), between VC3, Inc., a South Carolina corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and City of Murfreesboro, TN, a municipality having its principal place of business at 111 West Vine Street, Murfreesboro, TN 37130 ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order shall be entitled "Work Order No. [] under the Master Services Agreement, dated []."

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties.

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours

charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

2.3 **Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 **Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one-half percent (0.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 This section intentionally left blank

2.6 **Taxes.** Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed,

equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. Term; Termination. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company

(collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and

specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) **Confidential Information.** To the extent permitted by Tennessee law, this Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known

through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) **Scope of Obligation.** The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) **Limited Disclosure Right.** Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) **Return of Confidential Information.** Promptly upon termination of this Agreement, or at any other time upon the request by a

party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 Limited Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.3 Notice Obligation; Remedy. Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in

the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT OR ANY WORK ORDER FOR ANY AMOUNTS IN EXCESS OF THE GREATER OF \$250,000 OR THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE ONE HUNDRED EIGHTY DAY (180) PERIOD PRECEDING ANY FAILURE OR BREACH BY COMPANY OR CLAIM BY CLIENT.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT

FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 3, 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

7. Indemnity.

7.1 Infringement Claims.

(a) **General.** The obligations of the City of Murfreesboro pursuant to this Section (or paragraph) 7 shall be binding upon the City only to the extent permitted by law. The City (Client) reserves all rights, privileges, and immunities under the Tennessee Governmental Tort Liability Act and other applicable laws, and nothing herein shall be construed as a waiver of the City's sovereign immunity in whole or in part. Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnifying party") each agrees to defend the other party (each an "indemnified party") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party software) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret. The indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it non-infringing

or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 This section intentionally left blank

7.3 **Procedures.** The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. General Provisions.

8.1 **Non-Hire Provision.** Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 **Conflict.** Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

8.3 **Survival.** In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall continue to bind the parties.

8.4 **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and the State of Tennessee without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.5 **Forum.** All disputes arising under this Agreement shall be brought in the state or federal courts located in Rutherford County, Tennessee, as permitted by law. The state and federal courts located in Tennessee shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.6 **Injunctive Relief.** It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

8.7 **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified

or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.9 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.10 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.11 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.12 Nondisclosure. Client promises not to

disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

8.13 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.14 This section intentionally left blank.

8.15 Right to Engage in Other Activities. Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company' right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.16 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.17 Entire Agreement. This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

COMPANY:

VC3, Inc.

By: _____

Name: Sandy Reeser

Title: President

CLIENT:

City of Murfreesboro, TN

By: _____

Name: _____

Title: _____

Approved as to form:

Craig D. Tindall, City Attorney

**Exhibit A
Hourly Rates**

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 160.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 150.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 150.00	Web site design and implementation services which are NOT built on a Microsoft Sharepoint platform.
Infrastructure Deployment Services	\$ 139.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 139.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 96.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 172.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.

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

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 226.1 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

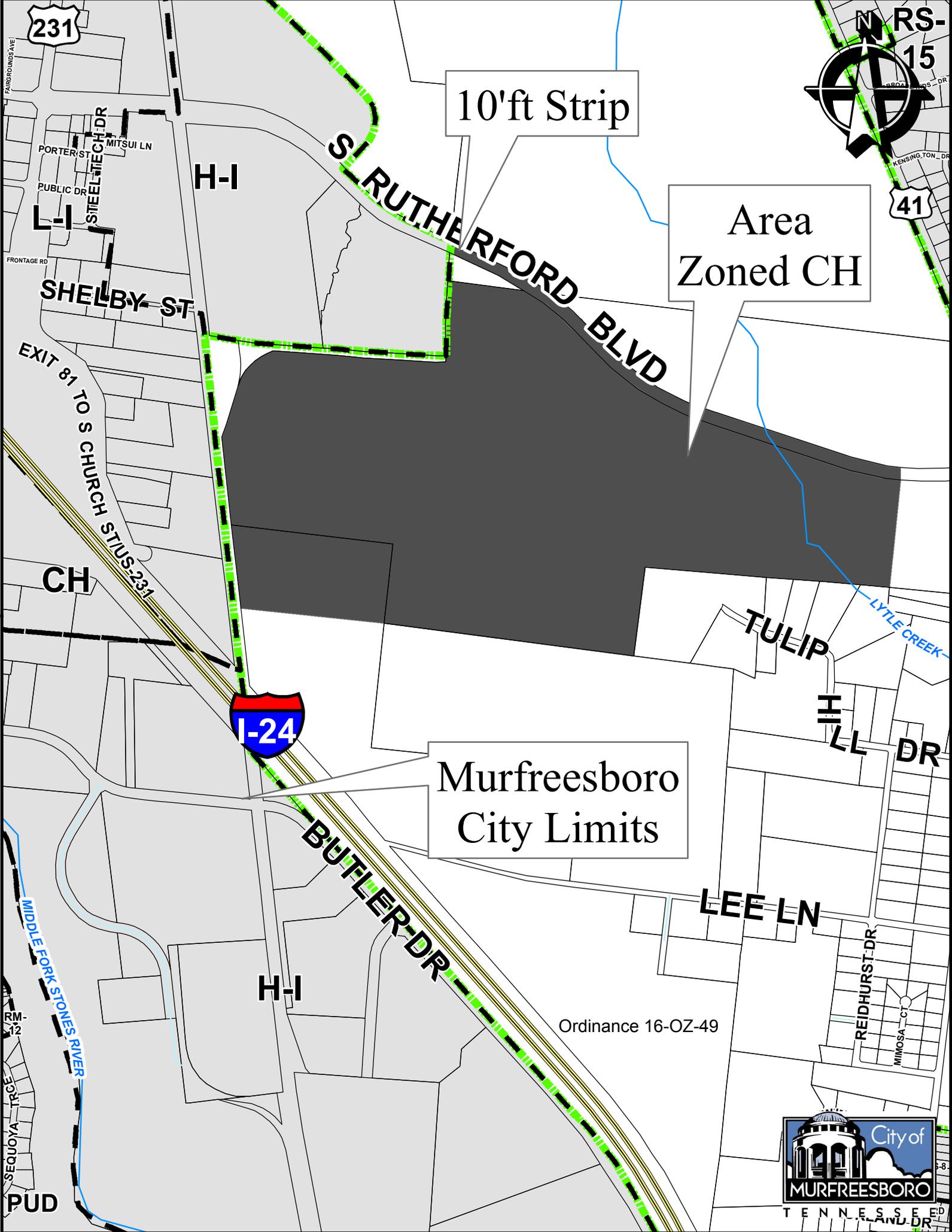


10'ft Strip

Area Zoned CH

Murfreesboro City Limits

Ordinance 16-OZ-49



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

SALEM CREEK DR

OG

RS-15

PUD

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

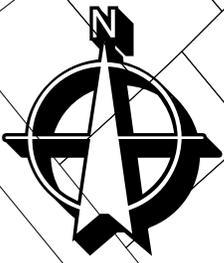
ATTEST:

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



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

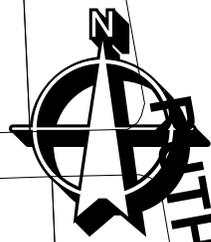
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



RUTHERFORD ST

OBRIEN DR

PRD

Area
Rezoned from
RS-10 to RZ

ASPEN AVE

S RUTHERFORD BLVD

LISMORE DR

RM-12

PUD

CH

CF

FLOYD AVE

ARROW CT

WILLOW DR

99



Ordinance 16-OZ-54

FOR
YOUR
INFORMATION

PUBLIC
HEARINGS



December 7, 2016



... creating a better quality of life.

Agenda

November 21, 2016

Honorable Mayor and Members of City Council

Re: Public Hearings to be held on December 1, 2016

Background

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

- a. Zoning application [2016-431] for approximately 5.7 acres located along Osborne Lane to be rezoned from RS-15 to CF and approximately 0.6 acres to be rezoned from OG to CF, Chuck Barnes applicant. The Planning Commission voted to recommend approval unanimously.
- b. Annexation Plan of Services and annexation petition [2016-516] for approximately 21.5 acres located along West Thompson Lane, Diane & Grant Kelley applicants. The Planning Commission voted to recommend approval unanimously.
- c. Zoning application [2016-445] for approximately 21.5 acres located along West Thompson Lane to be zoned PRD simultaneous with annexation, to rezone approximately 1.5 acres from RS-15 to PRD and to rezone approximately 1.1 acres from CU to PRD (Caroline Farms), Steven Dotson applicant. The Planning Commission voted to recommend approval unanimously.
- d. 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. The Planning Commission voted to recommend approval unanimously.
- e. Zoning application [2016-447] for approximately 77.1 acres located along Manchester Pike & Dilton Mankin Road to be zoned PRD (Mankin Pointe) simultaneous with annexation, Ole South Properties Inc. applicant. The Planning Commission voted to recommend approval unanimously.

Recommendation

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

Concurrences

The Murfreesboro Planning Commission conducted a public hearing on the zoning change request for 5.7 acres along Osborne Lane (item a.) during its regular meeting on September 7, 2016; after which action was deferred until the September 21, 2016 regular meeting. The Murfreesboro Planning Commission conducted public hearings on the other matter (items b-e) during its regular meeting on October 5, 2016. The Planning Commission is recommending approval of these items.

Attachments

1. Staff Comments from the Planning Commission meetings
2. Illustrations of the areas
3. Caroline Farms and Mankin Pointe PRD program books
4. Draft minutes of the Planning Commission meeting
5. Miscellaneous exhibits and materials

Respectfully Submitted,

Margaret Ann Green, AICP

Principal Planner

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

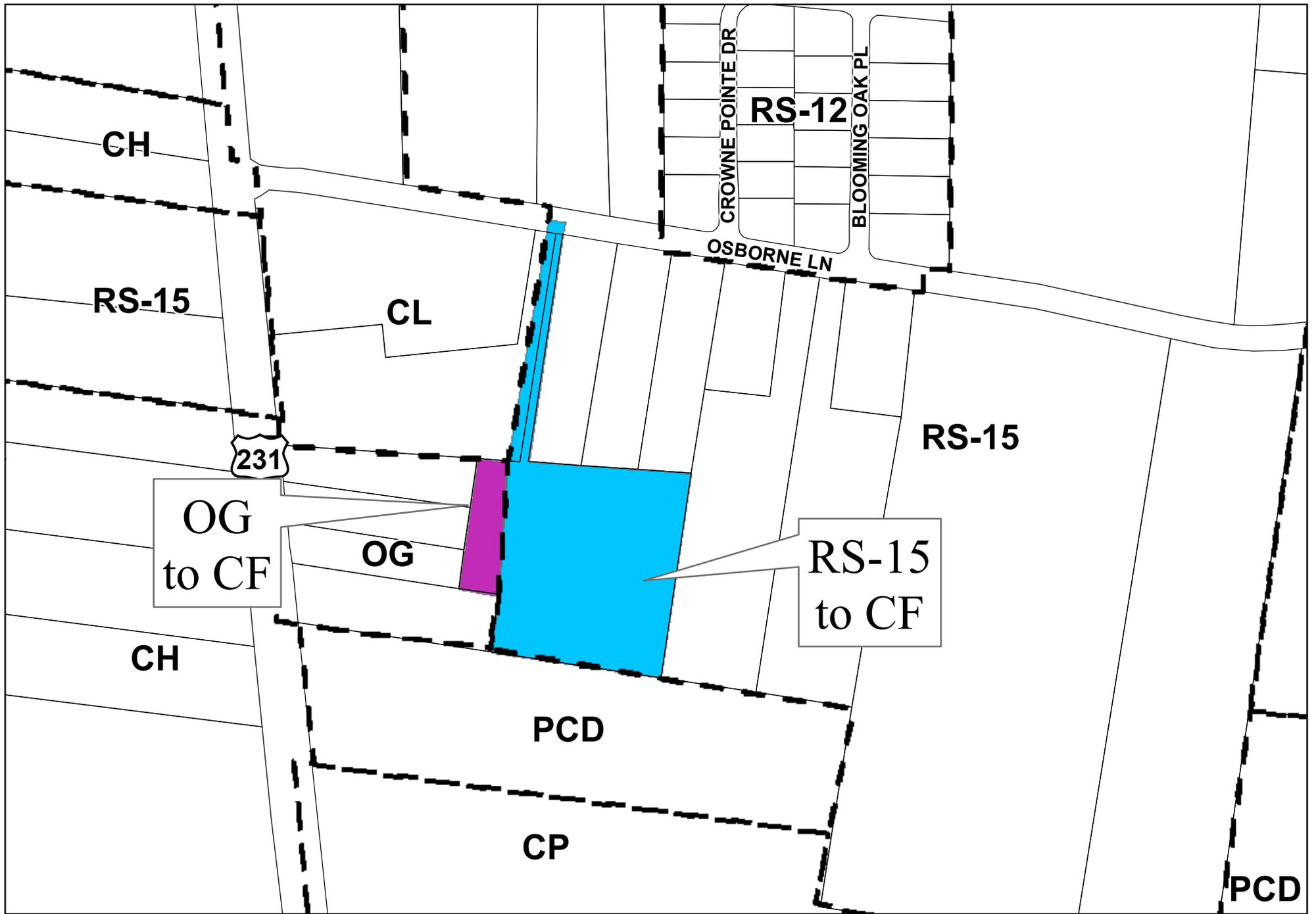
- 4.e. Zoning application [2016-431] for approximately 5.7 acres located along Osborne Lane to be rezoned from RS-15 to CF and approximately 0.6 acres to be rezoned from OG to CF, Chuck Barnes applicant.**

The subject property is located along the south side of Osborne Lane just east of Memorial Boulevard. It is undeveloped and currently zoned RS-15 (Single-Family Residential District 15) and OG (General Office District). The applicant does not have a contract on the property. Rather, his father-in-law owns the 5.7 acres that is currently zoned RS-15 and he has indicated that he has obtained power-of-attorney from his father-in-law regarding this property. According to the applicant, the 0.6 acres zoned OG is presently under different ownership but will be transferred to his father-in-law prior to the Planning Commission meeting. He has indicated that he will also obtain power-of-attorney from his father in-law with respect to this property as well. (The OG-zoned property was added to this request by the applicant after he filed his initial rezoning application. Because of this, the attached submittal materials from the applicant, including the application form, do not reference the property currently zoned OG.)

The applicant is requesting that the subject property be rezoned from RS-15 and OG to CF (Commercial Fringe). It is his intention to develop a self-service storage facility on the subject property. If the property is rezoned to CF, this use will require a special use permit from the Board of Zoning Appeals. As an aside, the Planning Commission will recollect that there was discussion at the July 20th work session about a discrepancy with the eastern lot line adjoining the Speedway property. It has since been determined that the Speedway plat was in error. The surveyor of record for the Speedway property is in the process of rectifying this discrepancy.

The subject property is bordered on its west side by several office buildings zoned OG as well as a Speedway gas station/convenience market zoned CL (Local Commercial District). A parking lot zoned PCD (Planned Commercial District) that serves the State Farm corporate office is located to the south of the subject property. To the north and east of the subject property on the south side of Osborne Lane are a number of single-family residential estate lots zoned RS-15. Upon development, if the subject property is rezoned to CF, a 15'-wide Type D landscape buffer will be required to be installed adjacent to any property that is zoned RS-15. To the north across Osborne Lane are several more single-family residential estate lots zoned RS-15, as well as the Crowne Pointe single-family residential subdivision, which is zoned RS-12 (Single-Family Residential District) 12.

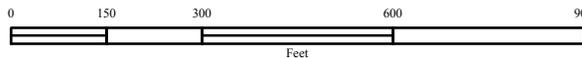
The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council



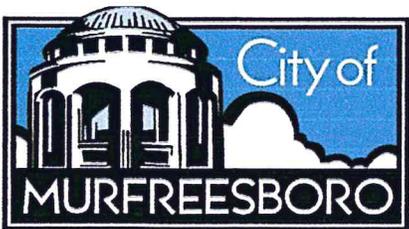
**Rezoning Request for Property Along Osborne Ln.
from RS-15 to CF and OG to CF**



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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

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 CHUCK BARNES

Address: 9887 BRADLEY CREEK City/State/Zip: MILTON, TN, 37118
PA

Phone: 615, 289, 9850 E-mail address: cbarnes@rcsofn.org

PROPERTY OWNER: PRENTICE ALSUP JR.

Street Address or property description:

and/or Tax map #: 69 Group: Parcel (s): 39.12

Existing zoning classification: RS-15

Proposed zoning classification: CF Acreage: 5.24

Contact name & phone number for publication and notifications to the public (if different from the applicant): CLYDE ROUNTREE 615 509.5930

Email: rountree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 6.29.16

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

Date received: MPC YR.: MPC #: 2016-431

Amount paid: 600. - Receipt #: 364022

June 29, 2016

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

Re: Rezoning Request

Described as Tax Map #69, Parcel 39.12 consisting of 5.24 ac. and .42 ac. located off of Osborn Lane in Murfreesboro, TN.

Dear Mr. Whitaker:

On behalf of our client, Chuck Barnes, we hereby request the rezoning of the property located at Tax Map 69, Parcels 39.12 consisting of 5.24 acres, currently zoned RS-15 to the new zoning of CF as depicted in the exhibit provided. Thank you for considering our request.

Sincerely,

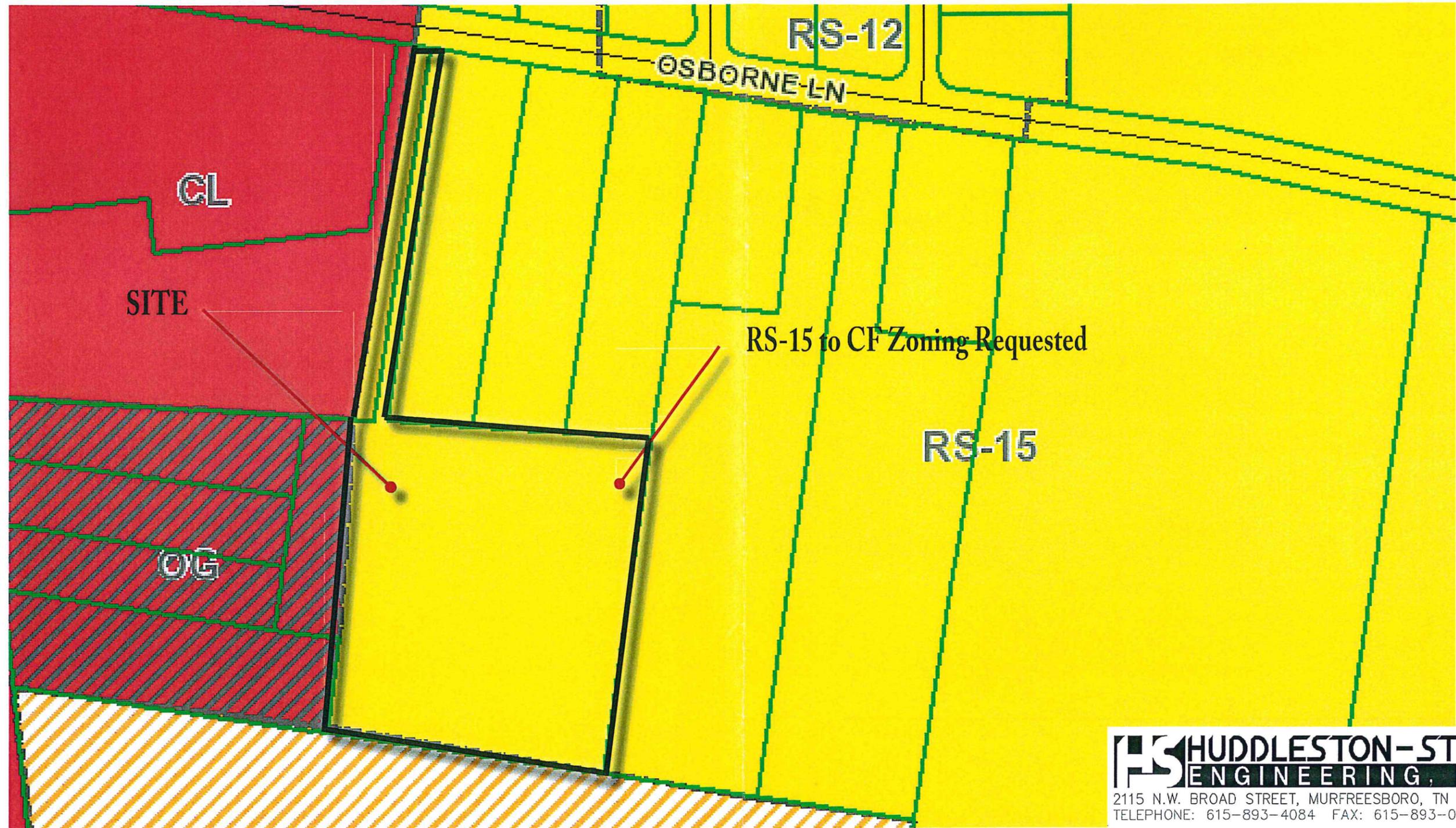


Clyde Rountree, RLA

HUDDLESTON-STEELE ENGINEERING, INC.

2016-431

Alsop Rezoning



HS HUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

**SUMMARY OF MEETING WITH BILL HUDDLESTON AND CLYDE ROUNTREE
RE: MURFREESBORO PLANNING COMMISSION RE-ZONING APPLICATION 2016-431**

Time: 1:30 pm CDT

Location: Huddleston-Steele Offices

Persons Present: Clyde Rountree, Bill Huddleston, Richard Martin, (Chuck Barnes had brief conversation via telephone with Rountree near meeting's end)

On behalf of the Osborne Lane residents potentially negatively impacted by the proposed development, I broached the following topics. Barnes' consultant's responses to our collective and/or individual concerns are presented in italicized font.

What percentage of the site is to be developed? *The exact amount has not been calculated; an estimate of 60-65% seems reasonable.*

How many storage units are planned for the site? *269, with a footprint of 49,000 sq. ft. under roof.*

Will the units be climate controlled? *No*

Will there be a prohibition of human occupancy within the units? *Yes*

Will there be a prohibition of band practice at the self-storage units? *Yes*

Where will the dumpsters be located? *There is no current plan to provide dumpsters at the facility?*

Will access to the storage units be limited to interior only? *Yes, for those that are located on the property perimeter.*

What type of visual barriers will incorporated into the development? *The large trees growing alongside the property boundary will be maintained to the greatest extent practicable, additional landscaping performed as necessary, and chain link fencing will possess plastic visual barrier strips.*

Will dark-sky lighting be used at this facility? *Yes, only downward oriented, wall mounted lighting will illuminate the storage unit's interior.*

What type of security system(s) will be utilized? *Surveillance cameras and intrusion alarms that will send notice of break-in to owner and/or manager.*

Where will the access gate be located? *Likely at the entrance to the facility; however, the long access road may mandate alteration to this design component.*

The building offset from the eastern and northeastern boundary depicted in the conceptual site design appears to likely avoid encroachment into the sinkhole/wetland, as well as providing a visual buffer by not removing vegetation in this area. I assume that storm water runoff will be directed to this existing infiltration point. Considering that the runoff coefficient of the pavement and roof drains will be considerably increased, how do you plan to accommodate the increased water volume and time of concentration of inflow? Moreover, if the sinkhole is amended to accept a larger volume of water, the collapses occurring in the rock joint that connects this sinkhole and the Speedway sinkhole will likely worsen due to soil ravel erosion in this feature? Has consideration been given to employing a hydraulic detention basin to ameliorate this situation? *Yes runoff will follow its existing path into the depression. Post construction runoff must be no greater than pre-construction conditions. Beyond considering moving the units 15 ft. westward, (presumably to increase the natural attenuation provided by vegetation) we haven't gotten that deep into the design yet.*

Will the facility entrance encroach upon the Speedway sinkhole or alter existing surface drainage? *No*

Will the facility have a resident manager? *Yes, during normal business hours-8:00 a.m. to 5:00 p.m.*

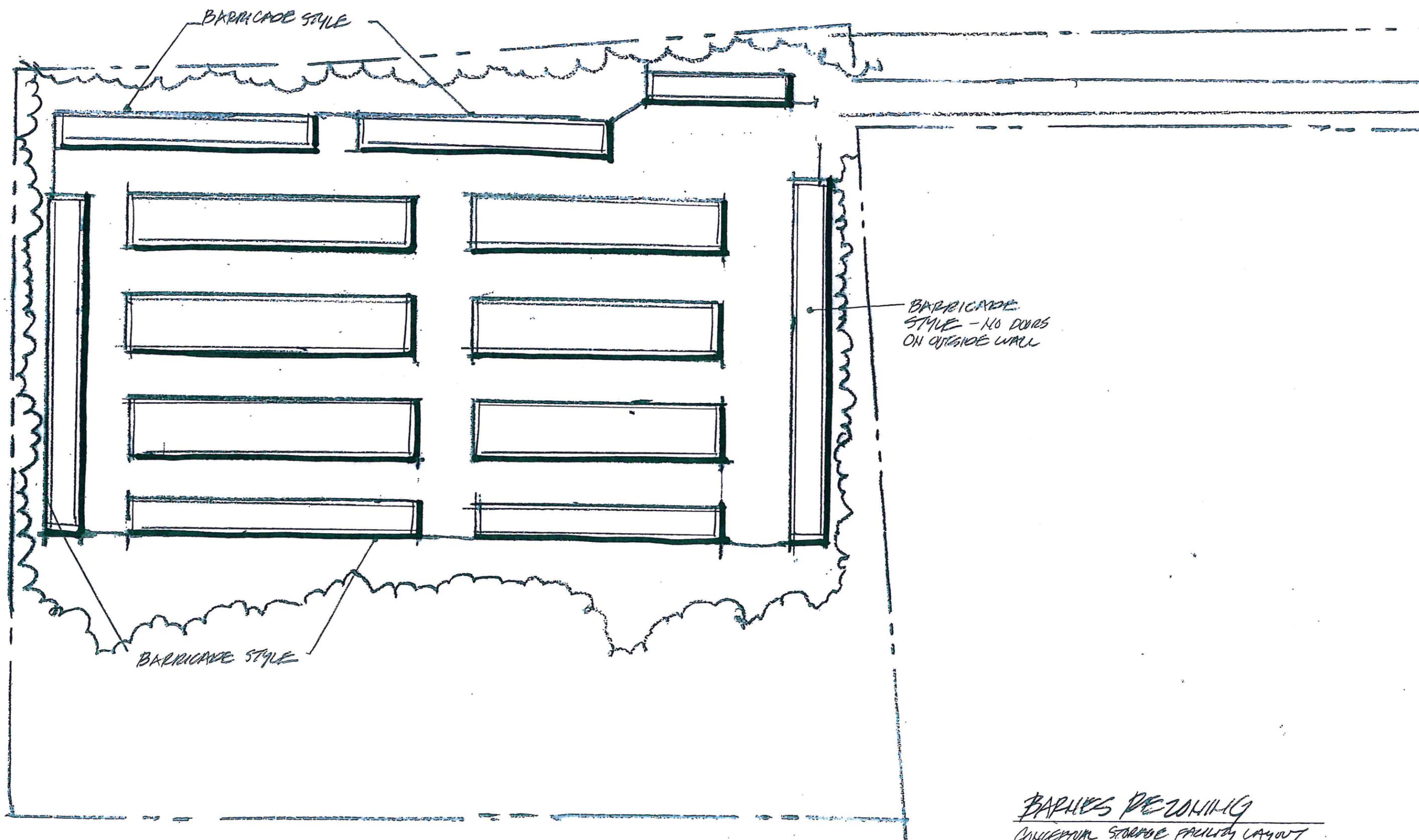
Will the facility be open beyond to the public beyond the time a manger is on site at the facility? *Yes, it is planned to provide access to the facility from 7:00 a.m. until 9:00 p.m.*

The neighbors have requested that the units-both exterior and roof-and non-vegetative barriers be earth tone color. *This request was accepted.*

The information presented herein reflects an accurate summary of the salient points discussed during the meeting, based upon notes taken. It should not, however, be considered a verbatim transcript. Moreover, I was not privy to the issues discussed by telephone between Mr. Rountree and Mr. Barnes.

Richard D. Martin
292 Osborne Lane
Murfreesboro, TN 37130

R. D. Martin



BARRICADE STYLE

BARRICADE
STYLE - NO DOORS
ON OUTSIDE WALL

BARRICADE STYLE

BARRY'S REZONING
CONCEPTUAL STORAGE FACILITY LAYOUT
HUDNUTS @ ASSTEELE ENG.
SCALE: 1" = 50' ±

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2016

comment. However, fill would be needed for building within areas on the property and for road construction.

Mr. Ken Halliburton wanted to know if there was a reason for the applicant to request RZ zoning for this property. Is there a more appropriate zoning to accomplish what the applicant has requested. Mr. Clyde Rountree stated, that it is market driven for a quality development. Mr. Matthew Blomeley explained the difference between RZ homes and RS-8 zone homes.

Mr. Doug Young wanted to know what was the status regarding TDOT widening SR 99W. Mr. Ram Balachandran explained to date there were no guaranteed for this improvement within the next 2016, 2017, 2018 calendar year.

Mr. Doug Young wanted to know when would a traffic signal be placed along Veterans Parkway and Barfield Road. Mr. Ram Balachandran stated it should be installed within six months to a year. This traffic signal would provide the help that is needed along the south end of Barfield Road. Mr. Young made known there were concrete plans for improving Barfield Road within the next three years.

Mr. Eddie Smotherman stated, the City is aware of the dangers along Barfield Road. They are working as quickly as possible to have the signal installed along Barfield Road and Veterans Parkway. The property owner has presented a request to change his property. The property owner has the right to ask for this change; it is well within the limits for development. The bigger problem is not this one piece of property. The bigger problem is due to the State of Tennessee not funding the money that is needed for improving state highway projects. The City of Murfreesboro needs money from the state to develop highway projects. We are a growing community needing places for people to stay.

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

Zoning application [2016-431] for approximately 5.7 acres located along Osborne Lane to be rezoned from RS-15 to CF and approximately 0.6 acres to be rezoned from OG to CF, Chuck Barnes applicant. Mr. Matthew Blomeley began by describing the

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2016

subject property located along the south side of Osborne Lane just east of Memorial Boulevard. It is undeveloped and currently zoned RS-15 (Single-Family Residential District 15) and OG (General Office District). The applicant does not have a contract on the property. Rather, his father-in-law owns the 5.7 acres that is currently zoned RS-15 and he has indicated that he has obtained power-of-attorney from his father-in-law regarding this property. According to the applicant, the 0.6 acres zoned OG is presently under different ownership but would be transferred to his father-in-law prior to the Planning Commission meeting. He has indicated that he would also obtain power-of-attorney from his father in-law with respect to this property as well. (The OG-zoned property was added to this request by the applicant after he filed his initial rezoning application. Because this, the attached submittal materials from the applicant, including the application form, do not reference the property currently zoned OG.)

The applicant is requesting that the subject property be rezoned from RS-15 and OG to CF (Commercial Fringe). It is his intention to develop a self-service storage facility on the subject property. If the property is rezoned to CF, this use would require a special use permit from the Board of Zoning Appeals. As an aside, the Planning Commission would recollect there was discussion at the July 20th work session about a discrepancy with the eastern lot line adjoining the Speedway property. It has since been determined that the Speedway plat was in error. The surveyor of record for the Speedway property has rectified this discrepancy.

The subject property is bordered on its west side by several office buildings zoned OG as well as a Speedway gas station/convenience market zoned CL (Local Commercial District). A parking lot zoned PCD (Planned Commercial District) that serves the State Farm corporate office is located to the south of the subject property. To the north and east of the subject property on the south side of Osborne Lane are a number of single family residential estate lots zoned RS-15. Upon development, if the subject property is rezoned to CF, a 15'-wide Type D landscape buffer would be required to be installed adjacent to any property that is zoned RS-15. To the north across Osborne Lane are several more single-family residential estate lots zoned RS-15, as well as the Crowne Pointe single-family residential subdivision, which is zoned RS-12 (Single-Family Residential District).

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2016

Mr. Blomeley explained the applicant's intent is to develop the property as self- storage use. This would require a Special Use Permit. If the applicant moves forward for this particular use he would have to make an application to the Board of Zoning Appeals for approval. It would require for this property to be considered for the proposed layout, design and buffering during another public hearing.

Last, Mr. Blomeley made known the additional information before the public hearing:

- The joining property line with Speedway has been resolved
- Mr. Richard Martin has provided materials to the Planning Commission for their review
- Due to the oversight by City staff, the rezoning sign for this request had not been placed on the property until yesterday. However, the public notices had been mailed at the appropriate time line (7-12 days). A public hearing notice had been placed in the local newspaper at the appropriate time line (7-12 days) as well as posted on our city website.

Mr. Chuck Barnes and Mr. Clyde Rountree were in attendance to represent the applicant.

Chairman Bob Lamb opened the public hearing.

- 1. Mr. Richard Martin 292 Osborne Lane** – made known he was a Licensed Geologist and Hydrologist in the State of Tennessee. He had prepared a study on this property, pro bono, for the neighbors. Mr. Martin came forward making known the conditions from the study includes sink hole flooding, sink hole depressions, internal drains and severally limited due to the hydrology and soil characteristics. Last, he made known for the record, a copy of the National Wetlands Inventory Map provided by the National Fish and Wildlife Service shows this 1.7 acres of sinkhole depression and the area on Speedway property are both considered as waters of the United States.
- 2. Ms. Katherine Patrick 322 Osborne Lane** – has several concerns with this property being zoned CF. The property owner is not bound to develop what is being presented. She has concerns with drainage, noise, light pollution and increase in traffic.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2016

3. **Mr. John Gailbreath 312 Osborne Lane** – has concerns with this request which includes signage not being placed on the property, zoning uses, flooding, impact on wildlife, traffic, property values.
4. **Mr. Gary Patrick 322 Osborne Lane** – has concerns with light intrusion onto his property, dumpster location, drainage effecting septic tanks in the area, incompatible use in this area.
5. **Mr. Chris Clark 407 Osborne Lane** – came forward to speak with high regards for the applicant Mr. Barnes. He stated the applicant would develop what he has requested. Storage units would be a good neighbor for this area due to it being a low impact zone.
6. **Mr. Charles Jones 342 Osborne Lane**- has concerns with the ecology and drainage in the area.
7. **Mr. Charles Barnes 9887 Bradley Creek Road**- the applicant, made known this would be a family business to serve and provide the needs for the community. This type zone would be considered as a low impact use in this area.
8. **Ms. Jackie Pasarilla 332 Osborne Lane** – has concerns with noise and privacy. She requested for a 15- foot buffer, in addition, keeping the existing trees that are between this property and her property.

Chairman Bob Lamb closed the public hearing.

Mr. Clyde Rountree came forward to address the following concerns:

- Due to this property being a flag lot it would be limited to the types of uses due to the limited front road access
- A mini storage would be suitable as a low impact use along Osborne Lane
- All concerns with flooding would be addressed during the site plan process and the approval of the Board of Zoning Appeal process
- Any sinkholes identified would be made known during the site plan process
- Noise pollution, light pollution, buffer and traffic would be addressed during site plan process. A mini storage development would have very low impact with traffic along Osborne Lane.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2016

- Dumpster location would be considered being placed by the existing Speedway

Mr. Matthew Blomeley made known the dumpster location would be required to be placed at the furthest location from the residential properties. During site plan review our staff would address all requirements from the Zoning Ordinance before final approval. Continuing, Mr. Blomeley stated the shape of this property would not allow a number of uses. A large number of commercial uses would prefer to have frontage along Osborne Lane. This is a difficult piece of property with constraints. This type of commercial business would not have a front for their business facing Osborne Lane. Therefore, more than likely it would only have a sign. The applicant has made an application for low impact zoning request. It would be required for this property to be reviewed, approved or not approved if the site does not meet all standards by the Board of Zoning Appeals. However, there are other multiple uses that could be developed on this property if for any reason they do not develop mini storages warehouse.

Mr. Doug Young asked if Deed Restrictions had been considered with this property, in which Mr. Rountree answered no. Mr. Young commented, Deed Restrictions would help the neighbor's concerns to know what would be developed beside their residential property.

Mr. Sam Huddleston came forward stating the assessments that had been mentioned by Mr. Richard Martin were right on. There are limitations with this property that have been shared with the applicant and their design team. The site plan process would help staff understand the impact from those limitations. It would be the responsibility from the applicant's design team to manage the volume of water. No additional water can be placed onto the neighbor's properties.

Mr. Eddie Smotherman wanted to know the impact of "Waters of the United States." Mr. Huddleston commented, he did not know specifically if wetlands were on this property. If wetlands are suspected on the property, the developer and design team have heard and would need to detect if in fact wetlands are on the property, the United States, through the Corp of Engineers, has jurisdiction or the State of Tennessee has jurisdiction, or both has jurisdiction. The City would be very interested but have limited regulatory influence. The developer has

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 7, 2016

been advised to do their due diligence and prepare an application for notification to the State of Tennessee or Corp of Engineers, as appropriate.

Mr. Ken Halliburton wanted to know if Deed Restrictions would assure the neighbors. Mr. David Ives stated, any deed restrictions would have to be only voluntary. The City of Murfreesboro cannot require it with a bulk zone. If this is not an appropriate zone for the property, this request can be denied.

Mr. Blomeley explained, the BZA could place reasonable conditions with this requests to address the following:

- hours of operation
- the location of buildings
- the existing tree line be preserved with buffer
- any other conditions as needed for this property

Discussion continued regarding the drainage basin on this property that flows to Dry Branch and East Fork River. Mr. Smotherman commented, this is a good use for the property; however, he would prefer to defer this request. He suggested the applicant and design team meet with the neighbors and communicate what type restrictions would be preferred with this property. If this could or could not be worked out, it would return to the Planning Commission for a vote. In all fairness to the neighbors, we were late placing the request zoning sign on the property. There are still opportunities that can be worked out with this plan.

Mr. Eddie Smotherman made a motion for deferral until September 21, 2016, seconded by Mr. Tom Clark. The motion carried by unanimous vote in favor.

Annexation Plan of Services and annexation petition [2016-510] for approximately 84 acres located along Old Salem Road, David Alcorn, Rucker Donnell Foundation and Linda Gilley applicants. Ms. Margaret Ann Green began by

describing the subject properties located along Old Salem Road and East Overall Creek Road. The study area consists of property owned by David Alcorn which is located south of East

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 21, 2016

Sledge Craft [2014-3118] site plan amendment for 52,057 square foot addition on 5.8 acres zoned H-I located at 1133 Samsonite Boulevard, Sledge Craft Inc. developer.

Mandatory Referral [2016-717] to consider the abandonment of a drainage easement located at Lancaster Christian Daycare along Manson Pike, Skipper Smotherman applicant.

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

Old Business

Zoning application [2016-431] for approximately 5.7 acres located along Osborne Lane to be rezoned from RS-15 to CF and approximately 0.6 acres to be rezoned from OG to CF, Chuck Barnes applicant.

Mr. Matthew Blomeley explained on September 7, 2016, a public hearing had been conducted regarding this matter during the Planning Commission meeting. Mr. Chuck Barnes, the applicant made known his intentions were to develop a self-service storage facility on the property. Several of the neighbors had expressed concerns during the public hearing on issues ranging from drainage to potential uses for the property. After the public hearing, the Planning Commission voted to defer action.

The applicant's representatives subsequently met with one of the adjacent property owners, Mr. Richard Martin, on September 14th to discuss the neighbors' concerns. Staff spoke with the applicant's representative as well as Mr. Martin, who was acting on behalf of the neighboring property owners, and both agreed that it was a productive meeting. Mr. Martin provided Staff with a copy of his notes from the meeting as well as two concept plans drawn by Huddleston-Steele Engineering. The comments had been included in the agenda materials for the Planning Commission's review. Based on Mr. Martin's notes, most of the discussion centered around the development and design of the site for self-storage, which is what the applicant had stated what he intends to develop. The Planning

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 21, 2016

Commission should keep in mind this is not a planned development, any commitments made by the developer and his representatives at this stage relative to the proposed use and site design are not binding from the City's standpoint.

Mr. Clyde Rountree and Mr. Chuck Barnes were in attendance for the meeting. Mr. Rountree came forward making known during the neighborhood meeting they discussed the following information to be considered with this property:

- Potentially 200-300 units
- All single storage units
- No climate control units
- No dumpsters on site
- Internal design
- Full time attendant
- Potential hours of operation 7:00 a.m. till 9:00 p.m.
- Mr. Barnes has agreed to provide his cell phone number to the area residents if they have any concerns with the self-storage development
- Exterior units would have a neutral type color to blend with the existing vegetation
- Wall mounted lights on the units
- Maintain as much vegetation as possible
- Due to the sinkholes constraints on the property, the proposed units would be justified to one side of the site for development
- This site would include fencing and screening between the units and the residential properties.
- The fence may be opaque material
- They would be following the Zoning Ordinance for this development, which would not allow any negative uses on this site

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 21, 2016

Last, Mr. Rountree stated, there was one outstanding issue. Due to this being a flag lot it would have a long extended driveway. Therefore, they would continue working on the placement of the access gate so it would not become a nuisance to the neighbors.

Mr. Richard Martin came forward stating, from the neighborhood meeting on September 14th, all the issues the neighbors had, have been satisfactory resolved. In addition, Mr. Martin requested, the notes he had submitted, reflect the date of September 14, 2016.

Mr. Eddie Smotherman asked Mr. Richard Martin, what the term water on this property be considered as waters of the United States.” This term had been brought up during the public hearing on September 7, 2016. Is it a technical term? Mr. Richard Martin answered, “it is a term of law.” The applicant would be avoiding that area with his development. They have provided a conceptual plan showing their intent for the placement of their units and the residents are in agreement.

Mr. Ken Halliburton complimented the applicant and the neighbors for their successful neighborhood meeting, addressing all concerns.

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

Leanna Pines Mobile Home Park [2016-3124] site plan for 6 additional mobile homes on an existing 6.4-acre mobile home park zoned R-MO located along West Thompson Lane and Leanna Road, Leanna Pines Mobile Home Park LLC developer. Mr. Matthew Blomeley explained, on August 17th, the Planning Commission approved this site plan for six additional homes be placed on this property. Discussions from the meeting, with the approval of the site plan, are subject to the additional comments:

- 1) Remove any proposed encroachments (patios, internal streets, etc...) from the required 25'-wide greenspace around the perimeter of the site.**

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

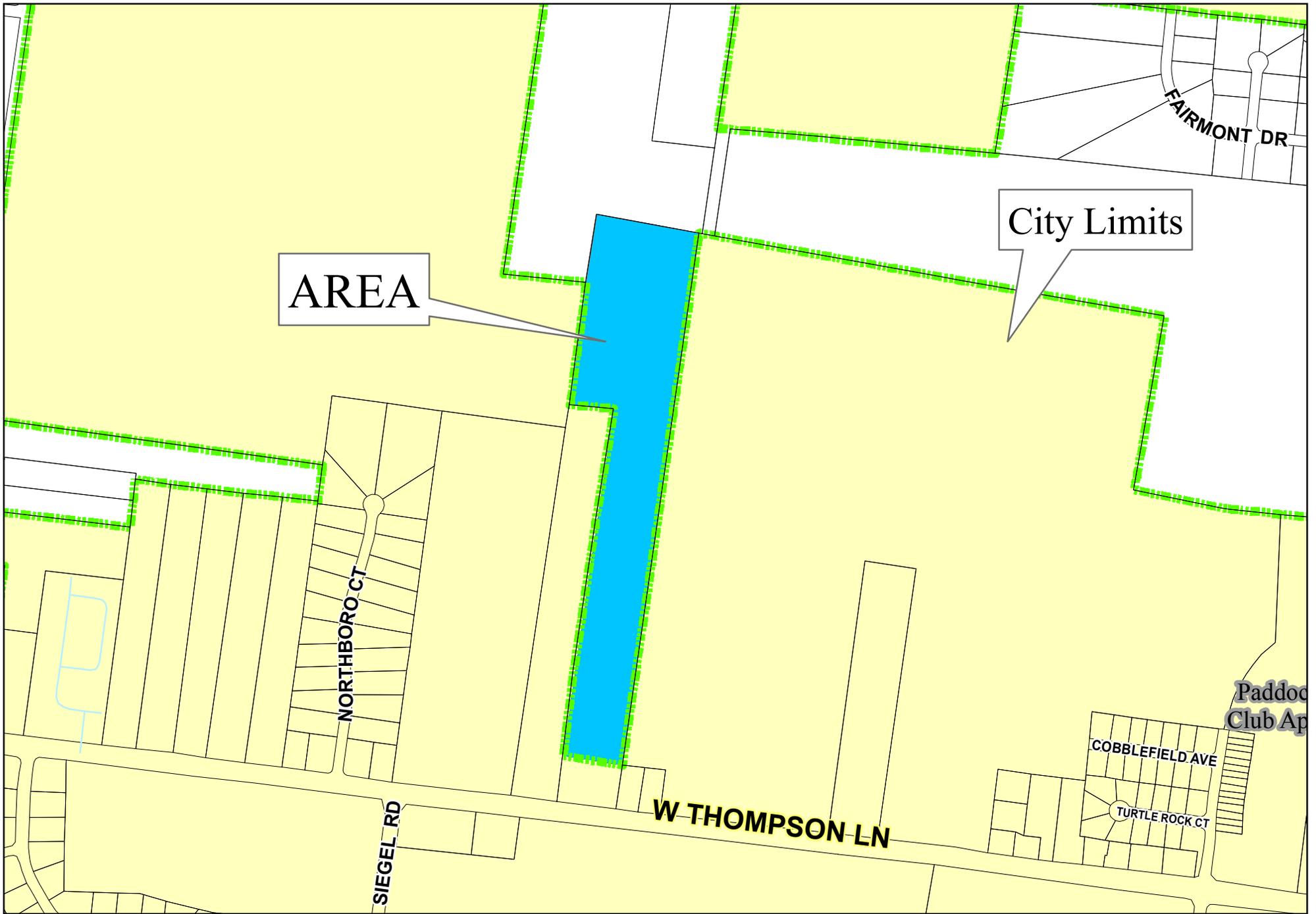
4.e. Annexation Plan of Services and annexation petition [2016-516] for approximately 21.5 acres located along West Thompson Lane, Diane & Grant Kelley applicants.

The subject property is located north of West Thompson Lane. The study area consists of property owned by Diane and Grant Kelly, a 1.5 acre portion of which is already located within Murfreesboro City limits. Mr. Steven Dotson has a contract to purchase the property and wishes to develop it, which will be discussed in the next agenda item. The entire study area is 21.5 acres.

A written petition has been filed by the property owners requesting annexation. The property is located within the City's Urban Growth Boundary and is contiguous with the City limits.

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. The right of way of West Thompson Lane is already located within City limits. Steven Dotson has also filed a request to zone the annexation study area PRD (Planned Residential District) simultaneous with annexation which is the subject of a separate public hearing.

The Planning Commission will need to conduct a public hearing on the matter of the annexation petition and Plan of Services, after which it will need to discuss this matter and then formulate a recommendation for City Council.



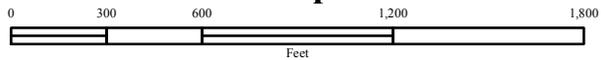
AREA

City Limits



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**Annexation Request for Property Along
W. Thompson Ln.**



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

Signature: Diane L. Kelley Status: Owner Date: 8-24-16

3705 Leanna Rd, Murfreesboro, TN 37129
Mailing Address (if not address of property to be annexed)

2. AUGUSTA GRANT KELLEY, JR.
Printed Name of Owner (and Owner's Representative, if Owner is an entity)

Signature: Augusta Grant Kelley Status: OWNER Date: 8-24-16

3205 LEMMA ROAD, MURFREESBORO, TN 37129
Mailing Address (if not address of property to be annexed)

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

Signature: _____ Status: _____ Date: _____

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

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

Signature: _____ Status: _____ Date: _____

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

(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes No

**ANNEXATION REPORT FOR PROPERTY LOCATED AT
424 WEST THOMPSON LANE
INCLUDING PLAN OF SERVICES**



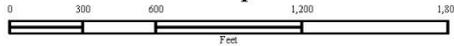
**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
October 5, 2016**



AREA

City Limits

**Annexation Request for Property Along
W. Thompson Ln.**



GIS Department
City Of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
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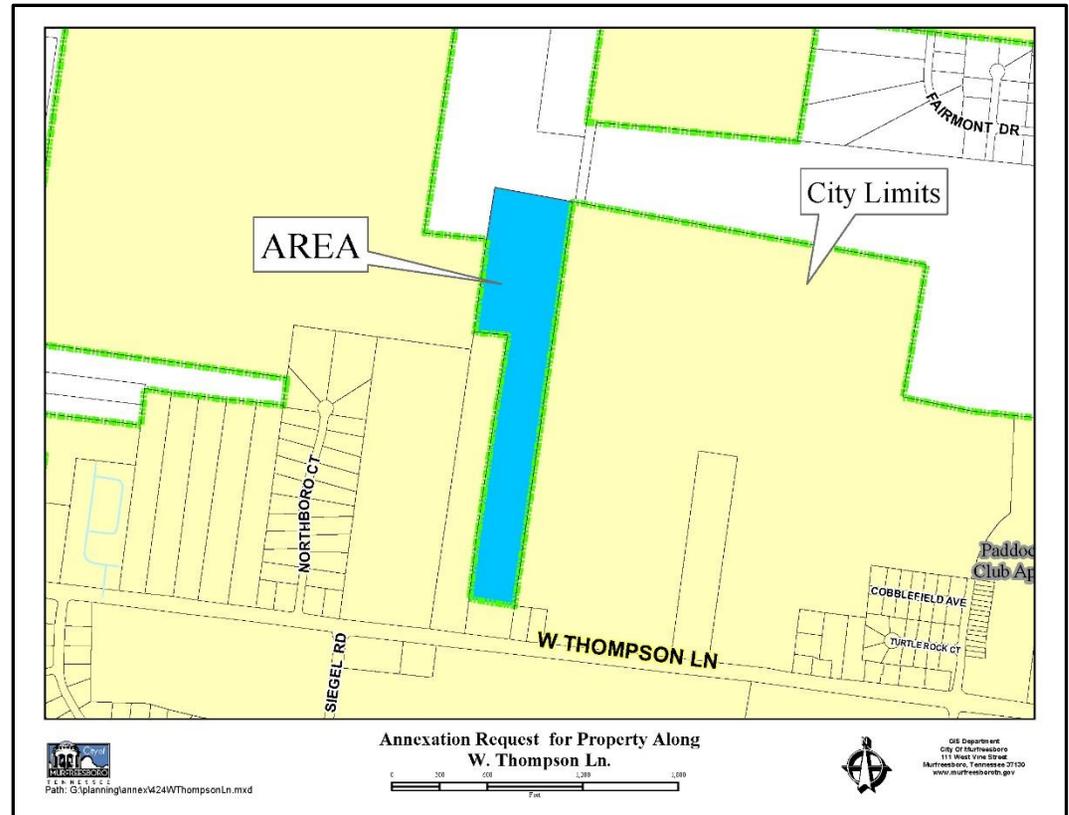
INTRODUCTION

OVERVIEW

The applicants, Diane and Grant Kelley, have requested annexation of property located along the north side of West Thompson Lane.

The area studied in this Plan of Services includes a 21.5-acre portion of a 23-acre property (Tax Map 058, Parcel 80.00). The remaining 1.5-acre portion of the subject parcel was annexed into the City of Murfreesboro in 1987.

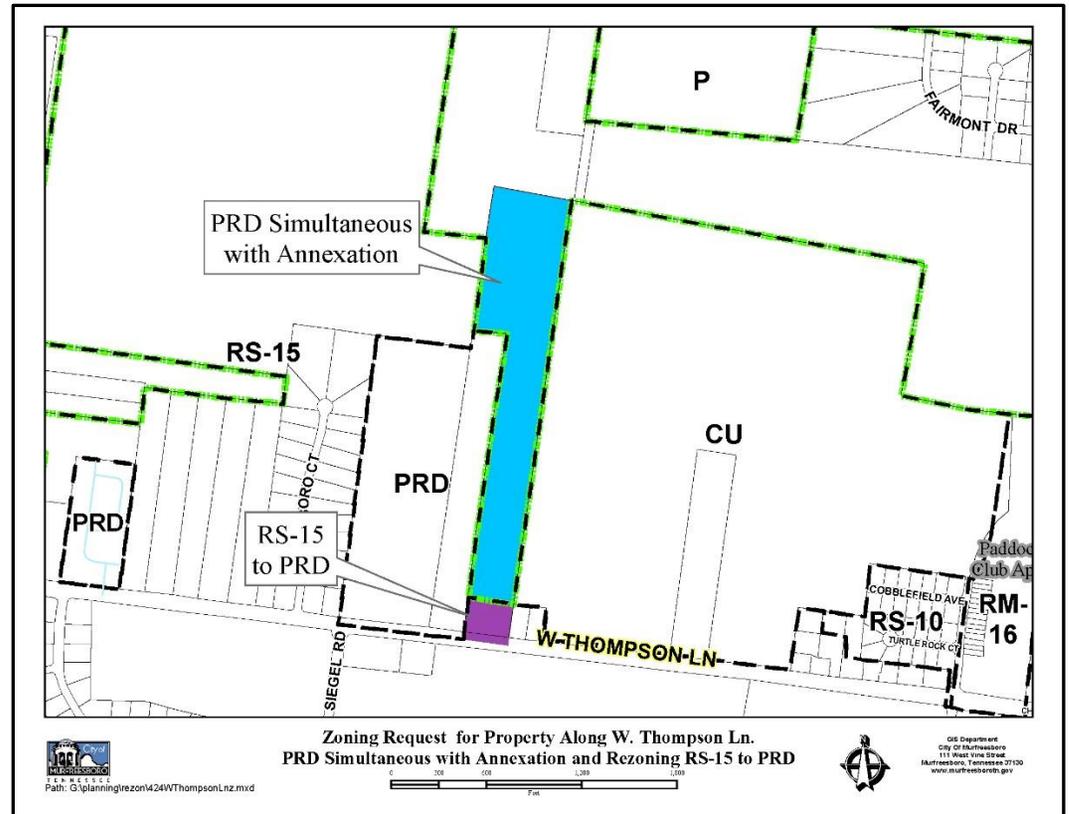
The study lies within the City of Murfreesboro's Urban Growth Boundary and adjoins the City on the east, south, and west. Adjacent areas to the north lie within the unincorporated County.



CITY ZONING

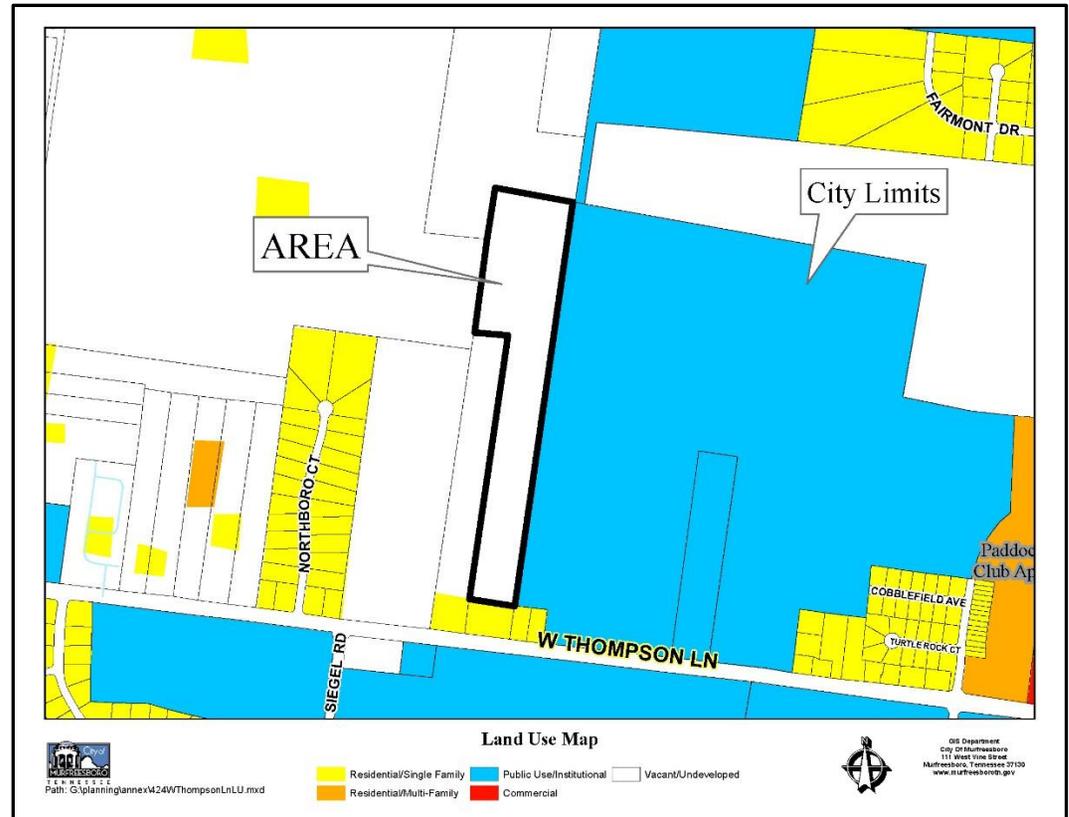
The applicants have requested rezoning to PRD (Planned Residential District) for the study area simultaneous with annexation. The study area is presently zoned RM (Residential – Medium Density) in the County. Additionally, the applicants have requested that the 1.5-acre portion of the subject property already located within the City be rezoned from RS-15 (Single-Family Residential) to PRD.

The adjacent property to the west of the study area is zoned PRD and is the future location of an approved residential subdivision consisting of 31 single-family homes and 130 townhomes. Adjacent properties to the northwest and south are zoned RS-15. The adjoining property to the east is zoned CU (College and University District). Adjacent properties to the north of the study area lie within the unincorporated County and are zoned RM.



PRESENT AND SURROUNDING LAND USE

The 21.5-acre study area is part of a larger 23-acre property that presently includes one single-family residential dwelling and several detached accessory structures. Single-family residential dwellings are also present on adjacent lots to the north, southeast, and southwest. Tennessee Miller Coliseum, an arena owned by Middle Tennessee State University, lies to the east of the study area. Siegel High School and its associated athletic fields are located along the south side of West Thompson Lane. Other nearby land uses include the Northboro residential subdivision to the west, the Bluffview residential subdivision to the east, and Siegel Middle School to the southeast.



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
Kelley Diane L et vir Grant	21.54	\$41,000	N/A	\$10,250	\$130.21

These figures are for the property in its current state. The study area will be developed with 112 single-family homes.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2016-2017 per capita state revenue estimates for the City of Murfreesboro once the development is built out. The study area will be developed with 112 single-family homes.

Table II
Per Capita State Revenue Estimates

General Fund	Per Capita Amount
State Sales Tax	\$70.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.05
Gross Receipts (TVA in-lieu taxes)	\$11.00
<i>Total General Revenue Per Capita</i>	\$83.55
State Street Aid Funds	Per Capita Amount
Gasoline and Motor Fuel Taxes	\$25.91
<i>Total Per Capita (General and State Street Aid Funds)</i>	\$109.46
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit with maximum density of 112 units)	\$31,629.56

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place.

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 #6.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department's (MED) service boundary and is currently served by MED. Any new electrical infrastructure installed to serve the proposed development will be required to adhere to MED standards.

STREET LIGHTING

MED presently maintains street lighting along West Thompson Lane. Additional street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

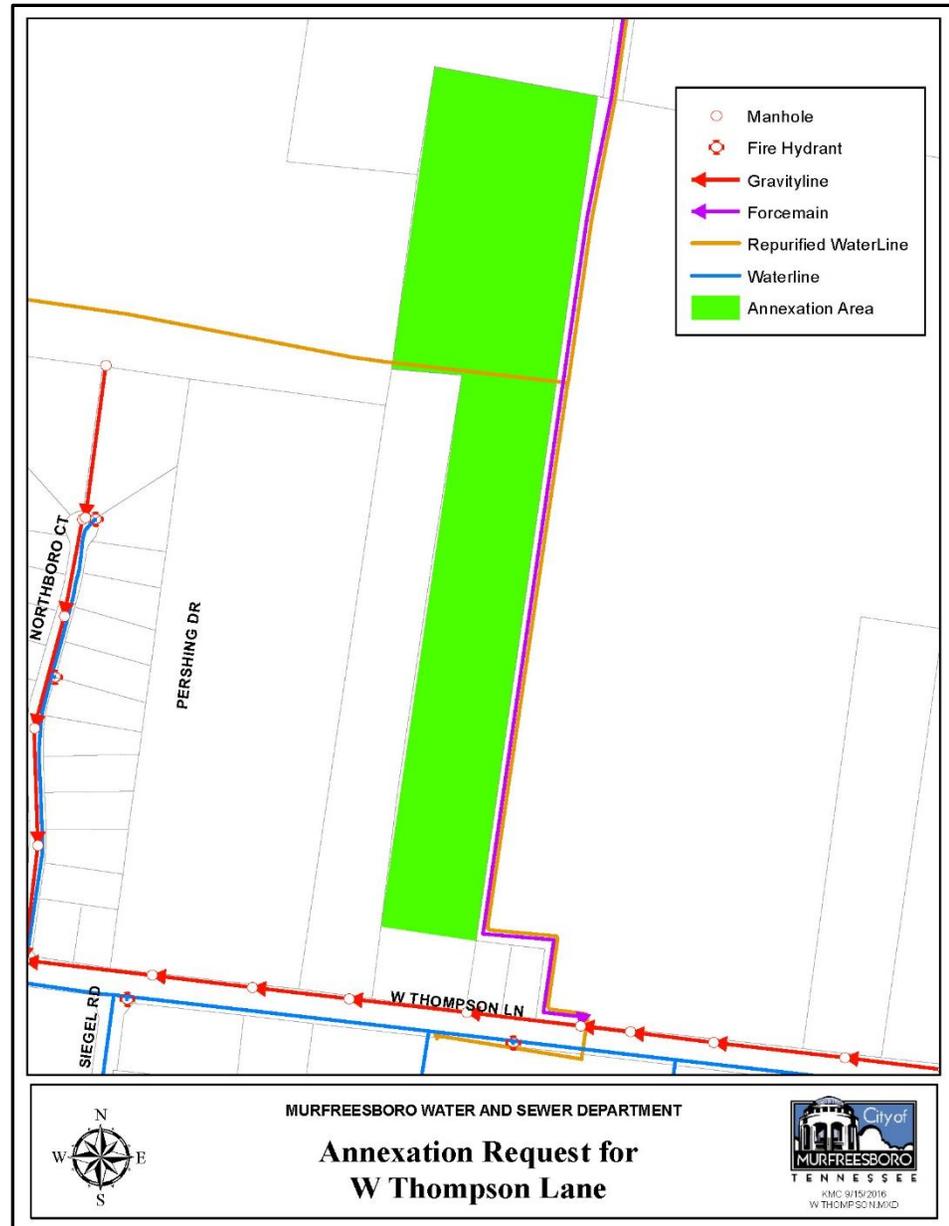
The study area currently has access to West Thompson Lane, a major arterial, on the south. West Thompson Lane is on the City's Major Thoroughfare Plan for improvement to a five-lane curb-and-gutter roadway. In addition, the study area is bordered on the east by a proposed north-south connector between Cherry Lane and West Thompson Lane; the connector is shown on the applicant's PRD proposal. Development of the study area should comply with the Major Thoroughfare Plan for dedication of right-of-way and participation in the construction of recommended improvements. Any future public roadway facilities serving the study area must be constructed to City standards.

WATER SERVICE

Water service will be provided to the study area by either the Murfreesboro Water and Sewer Department (MWSD) or Consolidated Utility District (CUD). MWSD maintains an existing 20-inch water main along the south side of West Thompson Lane, while CUD maintains a 24-inch water main across the northern portion of the study area. The MWSD and CUD Boards and Staff will work with the applicant to determine the appropriate provider for the study area. Any new water line development must be done in accordance with MWSD's and/or CUD's development policies and procedures.

REPURIFIED WATER

Repurified water is currently available to serve the subject property, per MWSD's definition of "available." An existing 24-inch repurified water main located along the east side of the study area may be extended into the study area for irrigation. All main line extensions must be done in accordance with MWSD's development policies and procedures. The orange lines on the adjacent map represent existing repurified water lines.

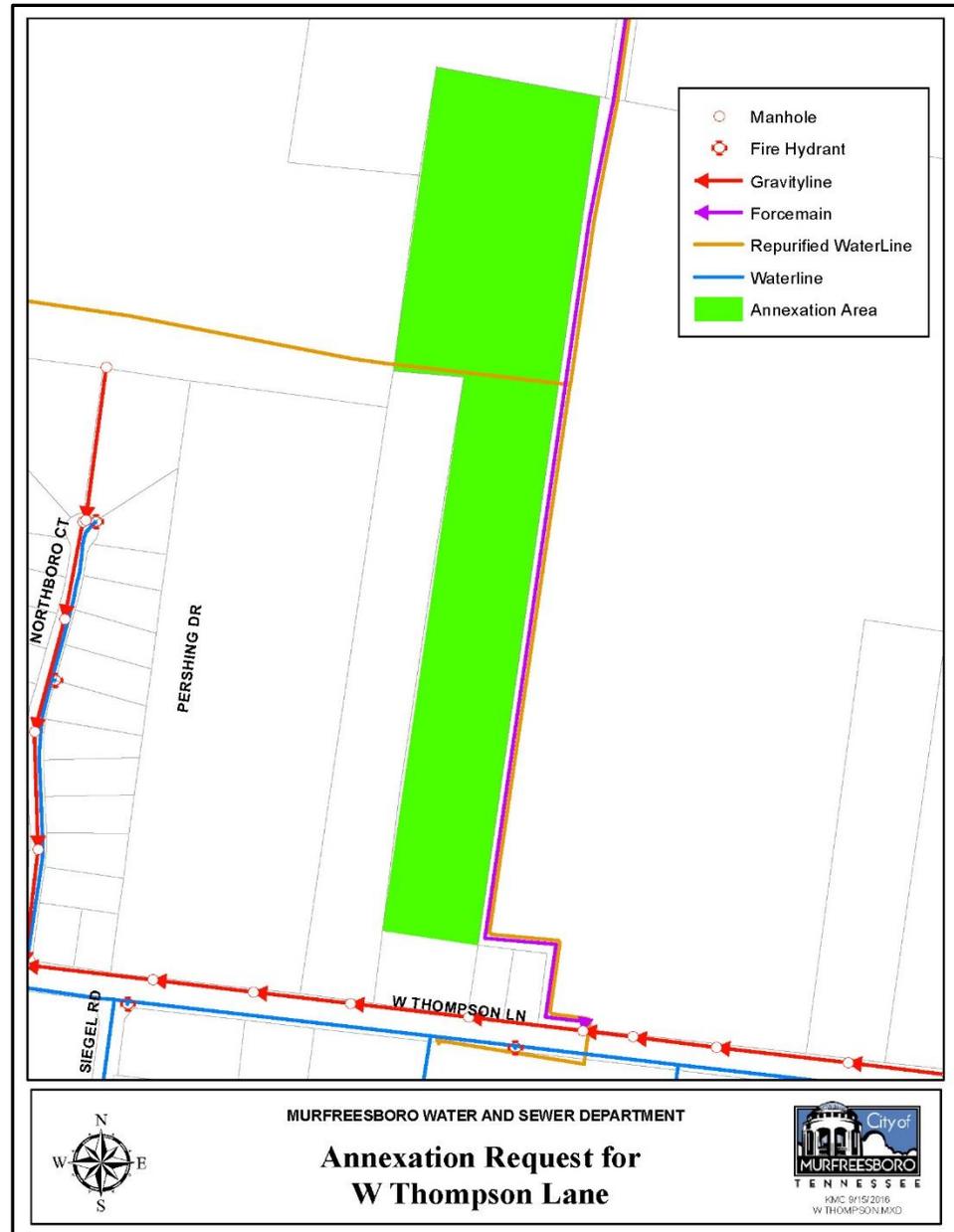


SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." MWSD presently serves the existing house on the subject property. Sewer service to the remainder of the study area will be provided from an existing 18-inch sewer main located along the north side of West Thompson Lane. The applicant's design engineer must verify which portion of the property can be served by gravity and which portion will require grinder pumps; these findings must be reported to MWSD as soon as possible.

All sewer main improvements and easements needed to serve the subject property are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

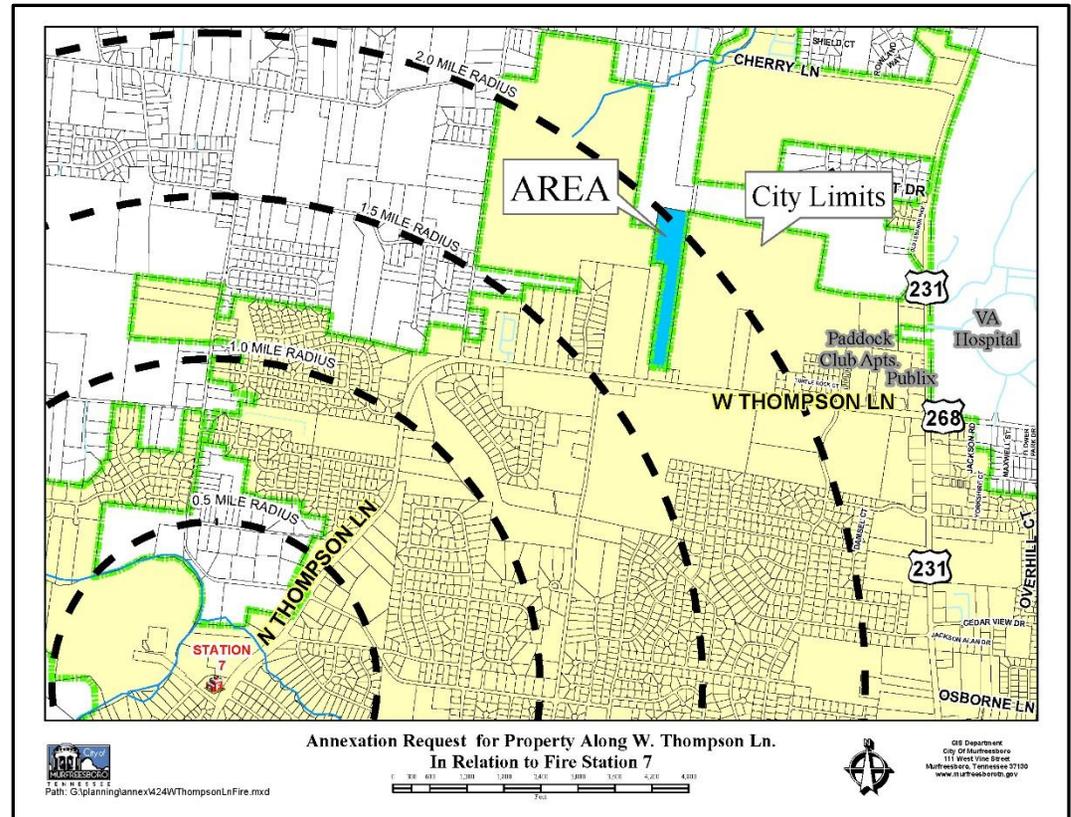
The red lines on the adjacent map represent existing sewer lines.



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 #7, located at 2715 North Thompson Lane, 1.8 miles from the study area. Fire Station #6, located at 2302 Memorial Boulevard, is 2.5 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 Friday.

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 Erma Siegel Elementary school zone.

GEOGRAPHIC INFORMATION SYSTEMS

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

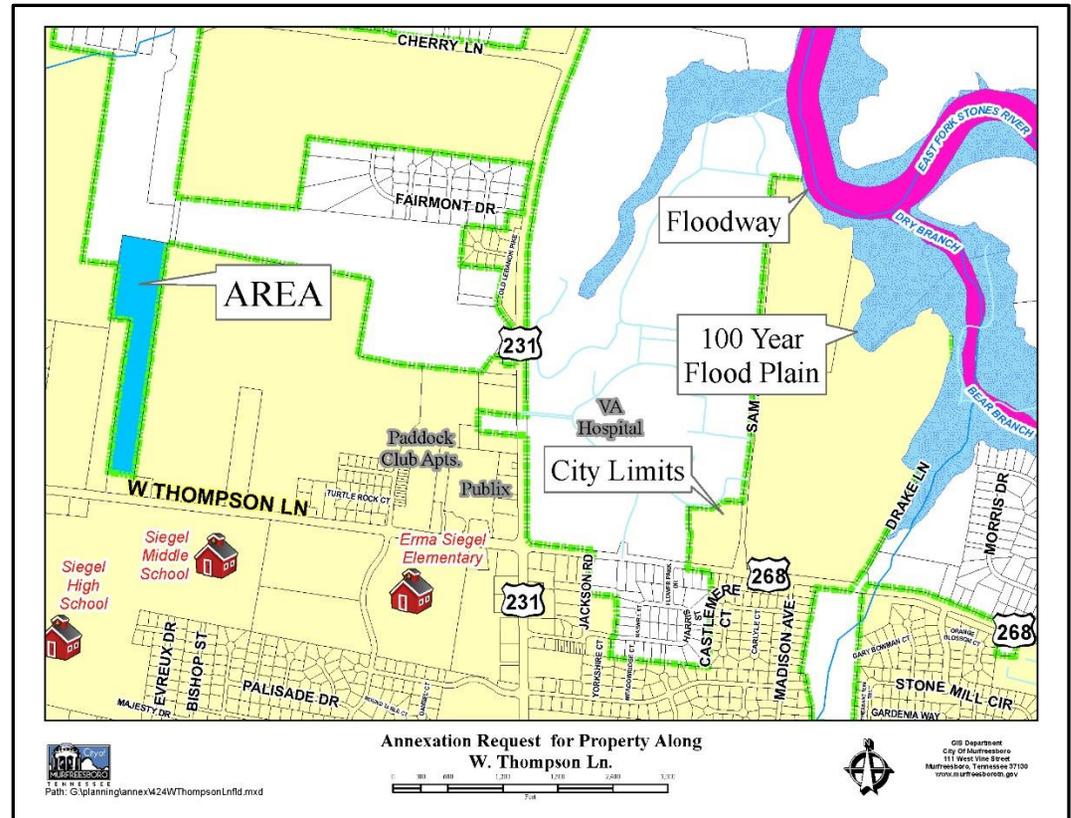
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

The study area is not 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 yellow and the 100-year floodplain boundary in blue.

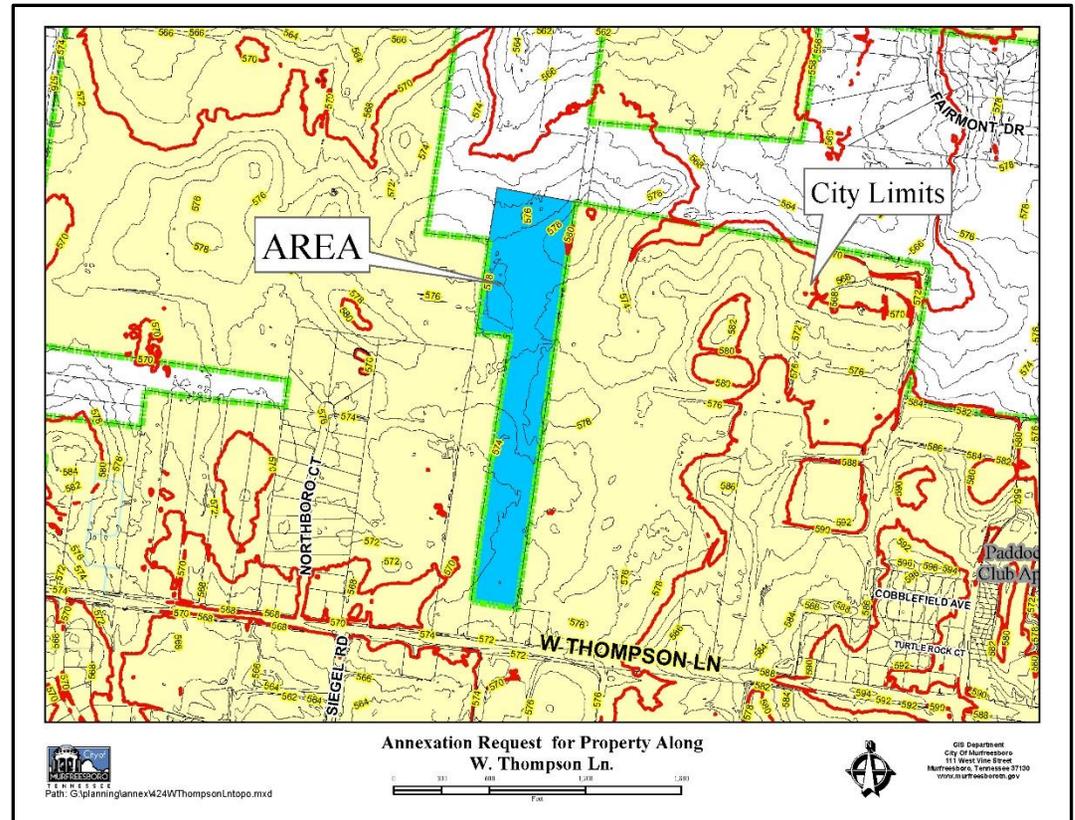


DRAINAGE

The southern half of the study area drains well to the west, while the northern portion of the study area drains to neighboring properties to the north and east. Any future development should address the Hoopers Bottom Management Plan criteria for mitigating runoff volume above that generated by low-density residential uses.

No existing public drainage facilities are included in the study area. However, the study area has access to the existing public drainage system on West Thompson Lane. 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 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 \$4,325 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

- Architecture and building materials would be similar as existing neighborhood Puckett Station
- Amenities include a playground, pavilion, walking trail and good pedestrian access
- Two primary access points – one along Manchester Highway & second along Dilton Mankin Road
- TDOT has plans for traffic signalization along Manchester Highway and Dilton Mankin Road. TDOT plans are anticipated to begin early 2017. The signalization would occur way before any construction begins for this development.
- A complete Traffic Study has been submitted for Staff to review and approve.
- Per the request from the area residents the applicant has relocated the access point off of Dilton Mankin Road to the far east of this project.
- Per Staff's request the applicant has provided a stub street on the north side of this property.
- Last, Mr. Taylor explained all road improvements would be included with this development along Manchester Highway and Dilton Mankin Road.

Mr. Doug Young wanted to know if all road improvements would be completed before the construction of the first home. Mr. Taylor answered, yes. The first phase with infrastructure could occur Spring 2017 with the first resident living there early 2018. They anticipate for this development to be built out within four to seven years with this number of lots.

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. Ken Halliburton made a motion to approve the zoning 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 [2016-516] for approximately 21.5 acres located along West Thompson Lane, Diane & Grant Kelley applicants. Ms. Margaret

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

Ann began by describing the subject property located north of West Thompson Lane. The study area consists of property owned by Diane and Grant Kelly, a 1.5-acre portion of which is already located within Murfreesboro City limits. Mr. Steven Dotson has a contract to purchase the property and wishes to develop the entire study area consisting of 21.5 acres.

A written petition has been filed by the property owners requesting annexation. The property is located within the City's Urban Growth Boundary and is contiguous with the City limits.

Staff had prepared a plan of services which had been included in the agenda packet. The plan of services indicates that the City would be able to provide services to the subject property if annexed. The right of way of West Thompson Lane is already located within City limits. Mr. Steven Dotson has also filed a request to zone the annexation study area PRD (Planned Residential District) simultaneous with annexation

Mr. Rob Molchan and Mr. Steve Dotson were in attendance to represent the applicant.

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

Mr. Tom Clark made a motion to approve the Annexation Plan of Services and annexation petition subject to all staff comments, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Zoning application [2016-445] for approximately 21.5 acres located along West Thompson Lane to be zoned PRD simultaneous with annexation, to rezone approximately 1.5 acres from RS-15 to PRD and to rezone approximately 1.1 acres from CU to PRD (Caroline Farms), Steven Dotson applicant. Ms. Margaret Ann Green began by describing the subject property located north of West Thompson Lane. The study area consists of property owned by Diane and Grant Kelly. Mr. Steven Dotson has a contract to purchase the property and wishes to develop it. A 1.5-acre portion of the property was annexed in 1987 by the City of Murfreesboro

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

- 4.f. Zoning application [2016-445] for approximately 21.5 acres located along West Thompson Lane to be zoned PRD simultaneous with annexation, to rezone approximately 1.5 acres from RS-15 to PRD and to rezone approximately 1.1 acres from CU to PRD (Caroline Farms), Steven Dotson applicant.**

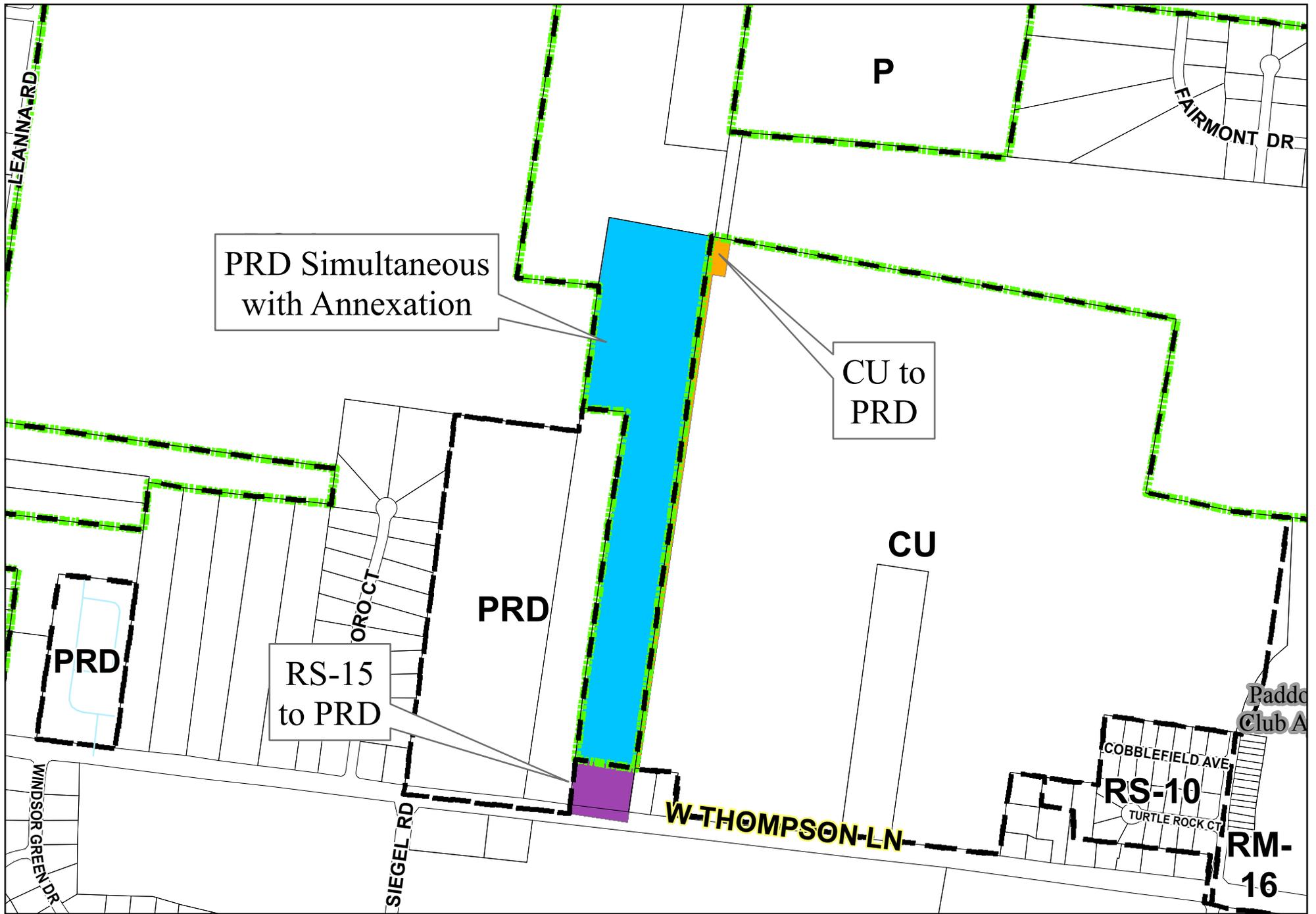
The subject property is located north of West Thompson Lane. The study area consists of property owned by Diane and Grant Kelly. Mr. Steven Dotson has a contract to purchase the property and wishes to develop it. A 1.5 acre portion of the property was annexed in 1987 by the City of Murfreesboro and is zoned RS-15 (Single-Family Residential District). The remainder of the property is being studied for annexation. An adjacent 1.1 acre portion of the MTSU property is included in this zoning application. The previous item on the agenda pertained to the annexation of this property, while this item pertains to the zoning.

The properties located to the north are in the unincorporated area of Rutherford County. The property to the east is zoned CU (College and University) and is owned by MTSU. The properties to the west are zoned PRD and is the future location of the General's Landing PRD, which is a mixture of 31 single-family, detached lots and 130 multi-family, townhomes. The properties to the south are zoned RS-15 and is the location of the Siegel Middle and High schools.

The applicant has requested that the 21.5 acre being considered for annexation be zoned PRD (Planned Residential District) simultaneous with annexation, that the 1.5 acres currently zoned RS-15 be rezoned to PRD, and that the 1.1 acres zoned CU be rezoned PRD for a total of 24.1 acres. The Caroline Farms PRD district would allow 112 single-family detached lots on 24.13 acres for a density of 4.6 dwelling units per acre. The minimum lot size will be 5,250 square feet. The minimum lot home size is 1,800 square feet with a minimum 2-car front entry garage with decorative garage doors. The homes are to have masonry exteriors (brick, stone, rock, cementitious siding). Each home will have foundation landscaping and sodded front yards. The streets will have decorative mailboxes and street lights. Four-rail fencing will run along West Thompson Lane, which will mimic the adjacent Generals Landing PRD.

The Major Thoroughfare Plan includes a three-lane, north-south connector road from West Thompson Lane to Cherry Lane (see attachment). The PRD plan is incorporating this element of the Major Thoroughfare Plan.

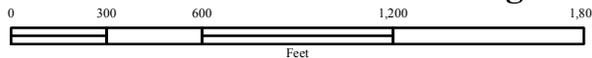
A copy of the program book has been included in the agenda materials. The applicants will be available to make a presentation regarding the proposed zoning. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation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



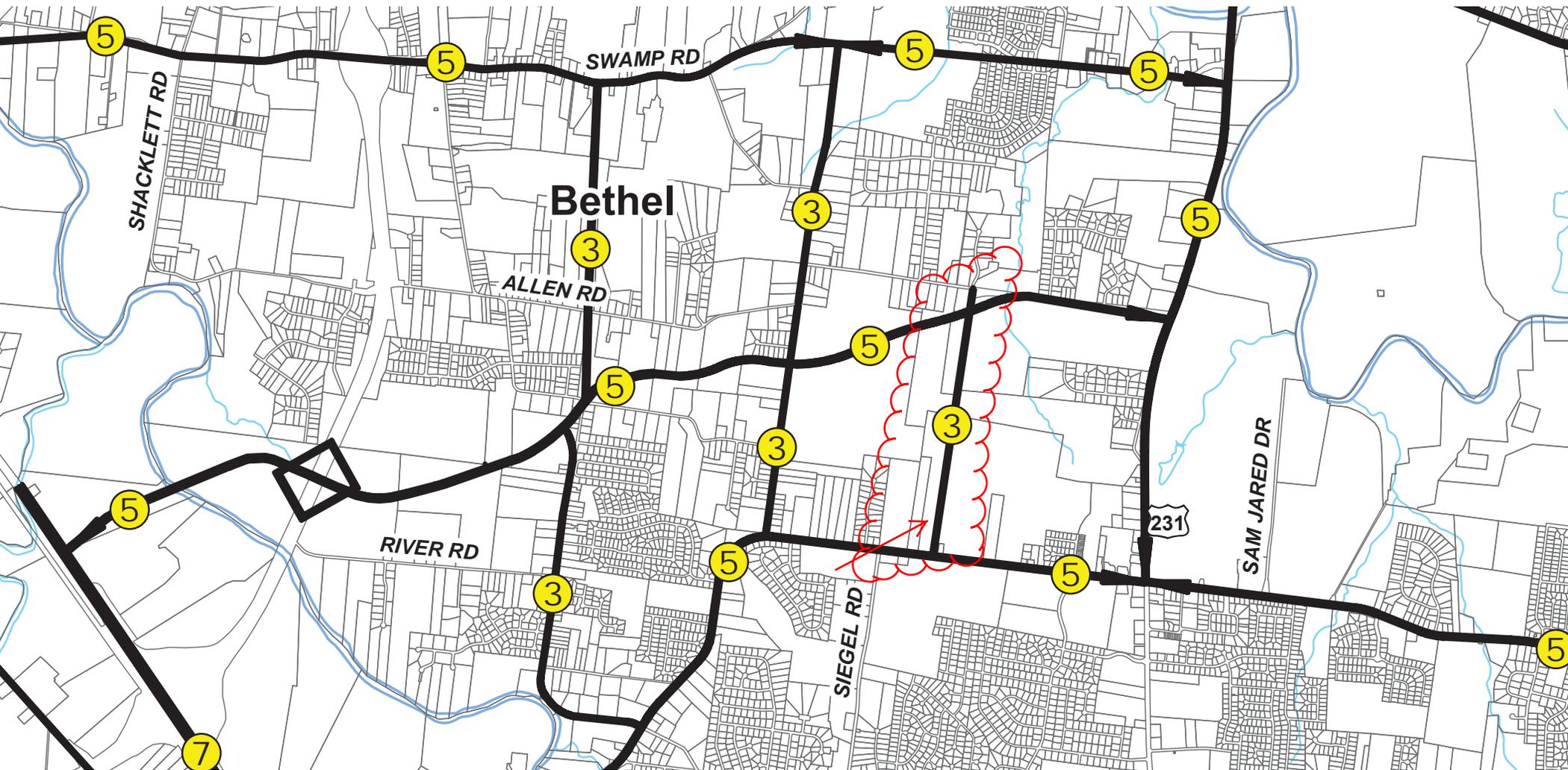
**Zoning Request for Property Along W. Thompson Ln.
PRD Simultaneous with Annexation and Rezoning RS-15 and CU to PRD**



Path: G:\planning\rezon\424WThompsonLnz.mxd



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



**Exerpt of Major
Thoroughfare Plan**

CAROLINE FARMS



A REQUEST FOR ANNEXATION & REZONING TO A PLANNED RESIDENTIAL DEVELOPMENT (PRD)

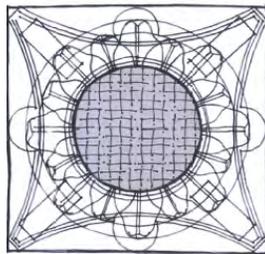
Submitted: September 1, 2016

SEC Project # 16184

Resubmitted: September 28, 2016 for October 5, 2016 Planning Commission Public Hearing

SEC Project # 16184

Resubmitted: November 17, 2016 for December 1, 2016 City Council Public Hearing



Developer
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SEC, Inc.

Planning . Engineering
Landscape Architecture
SEC, Inc.

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Steven Dotson respectfully requests annexation and rezoning the Kelley property at 424 West Thompson Lane from RM (Medium Density Residential - Rutherford County) and RS-15 (Single-Family Residential - City of Murfreesboro) to PRD (Planned Residential Development) to create Caroline Farms. The property is located along the north side of West Thompson Lane, across the street from Siegel High School. The site is identified as Parcel 80.00 of Tax Map 58, and is approximately 23.00 acres. An additional 1.13 acres as part of Parcel 78.00 of Tax Map 58 pertaining to lands owned by Tennessee Miller Coliseum Corporation.

The request for rezoning to PRD is to create Caroline Farms. The development will consist of 112 single-family detached lots on 24.13 acres, for a density of 4.64 dwelling units per acre. Minimum lot size will be 5,250 sf., with a typical lot size of 6,000 sf. All homes will be for purchase. The proposed homes will range in size from 1,800 sf. to 3,000+ sf. All homes will have a minimum of 2 bedrooms, and a minimum two car front entry garage with decorative garage doors. The home elevations will be constructed of masonry materials to add quality and character to the community. Each lot and home will have foundation landscaping and sodded front yards. Along the streets, decorative mailboxes, and street lights will add character and continuity to the neighborhood. The entrance will incorporate signage on both sides of the intersection at West Thompson Lane. To enhance the entrance signage, 4-rail fencing will welcome passerbys and residences along West Thompson Lane, and as you enter the front section of the neighborhood along the open spaces. The H.O.A. will maintain the common areas.



WATER & SEWER MAP

NOT TO SCALE



 MWSD REPURIFIED WATERLINE
 MWSD STORMWATER

 MWSD WATER LINE
 MWSD SEWER LINE



MURFREESBORO WATER AND SEWER DEPARTMENT

Sanitary sewer service will be provided by the Murfreesboro Water & Sewer Department. Sanitary sewer service will connect to an existing 18" gravity sewer line in the R.O.W. along the north side of West Thompson Lane. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



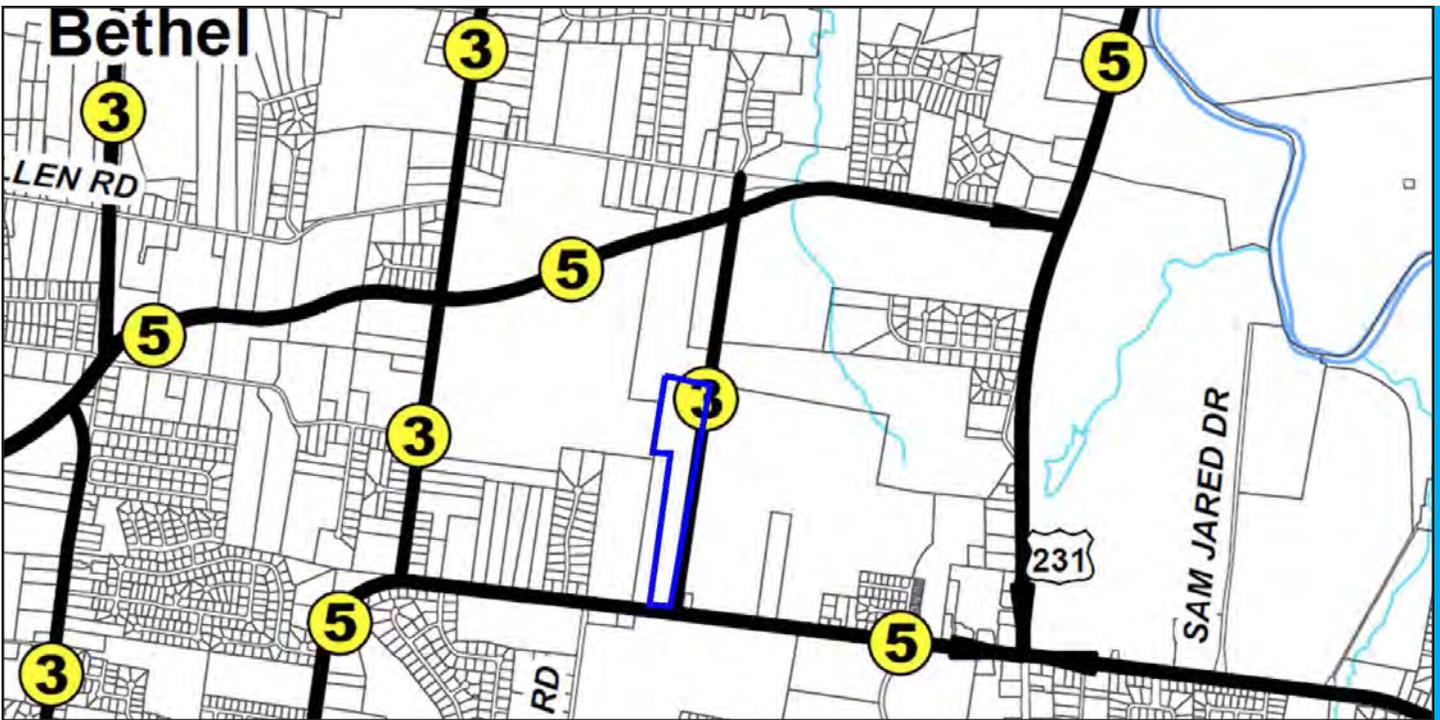
MURFREESBORO WATER AND SEWER DEPARTMENT

Water sewer service will be provided by the Murfreesboro Water & Sewer Department. There is an existing 20" water line in the R.O.W. along the south side of West Thompson Lane for service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



MURFREESBORO ELECTRIC DEPARTMENT

Murfreesboro Electric Department will be providing electrical service. All electric service will be underground. Overhead electricity is currently located along north and south sides of West Thompson Lane.



MAJOR THOROUGHFARE PLAN

NOT TO SCALE



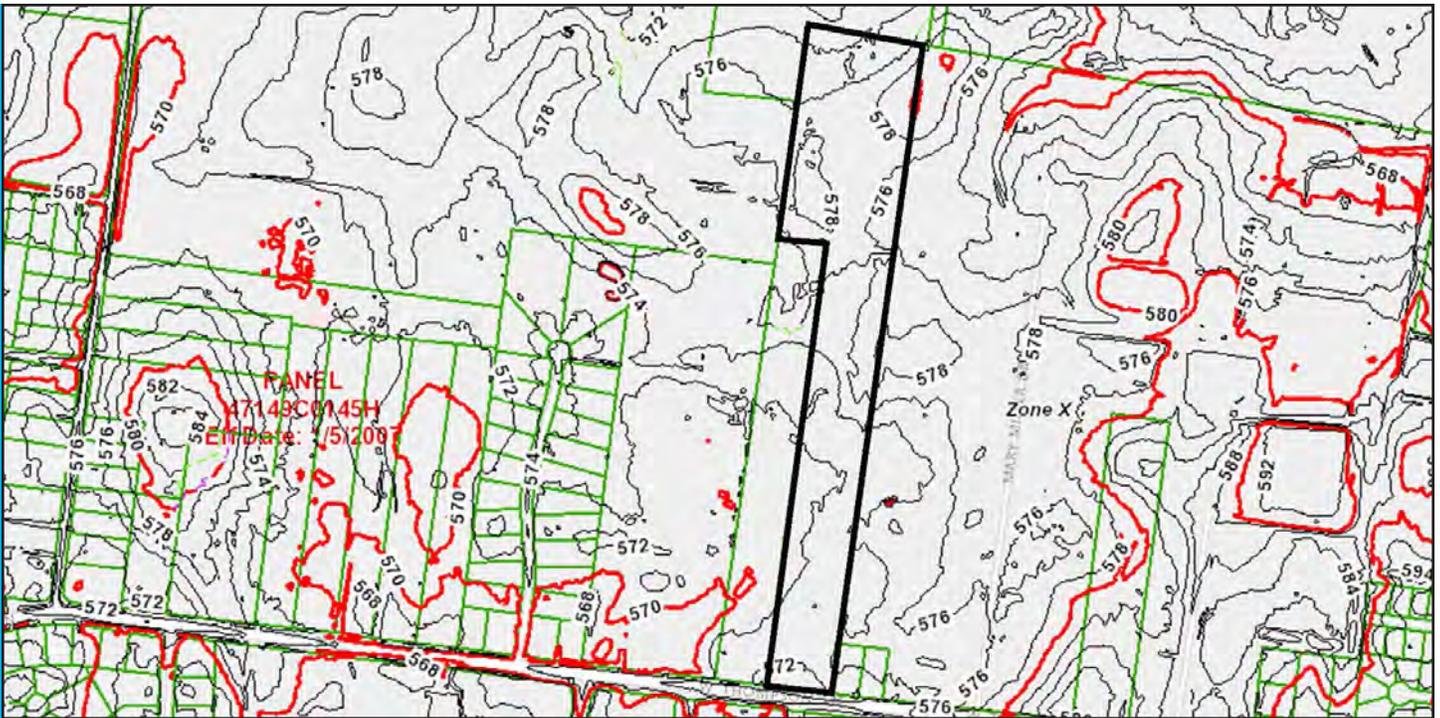
- | | |
|---|------------------------|
| Murfreesboro Urban Growth Boundary | Committed Or Existing |
| Outside Of Murfreesboro Urban Growth Boundary | 2 Lane Roadway |
| | 3 Lane Roadway |
| | 4 Lane Divided Roadway |
| | 5 Lane Roadway |
| | 6 Lane Roadway |
| | 7 Lane Roadway |



CITY OF MURFREESBORO

The property has/will have access to the existing public rights-of-way of West Thompson Lane. West Thompson Lane is on the City of Murfreesboro's Major Thoroughfare Plan, and is planned to be a 5 lane roadway. Currently the roadway is a 3 lane cross-section with dedicated bike lanes on both sides of the roadway. The property is aligned directly across the street from a private drive which is an entrance to Siegel High School. This entrance is designed with 2 travel lanes leading out to West Thompson Lane, and 1 lane leading into the high school site.

In accordance with the City of Murfreesboro's Major Thoroughfare Plan, the applicant has been working with the City of Murfreesboro and Middle Tennessee State University to allow for future connectivity between West Thompson Lane and Cherry Lane. This could also provide a new means of access to the Siegel Soccer Complex north of this site. The roadway layout for this development was designed to incorporate a proposed roadway stub leading to city property just to the northeast of this site. This stub street will cross the northwest corner of the MTSU property to align with the city owned property associated with the soccer complex. This will enhance traffic circulation in this area of the city, provide better connectivity for residents, and allow for another means of access to the Siegel Soccer Complex from West Thompson Lane. Through this collaboration, Caroline Farms will acquire roughly 1.13 acres of land from MTSU to allow for the residential lots and the proposed ROW for the future roadway connection.



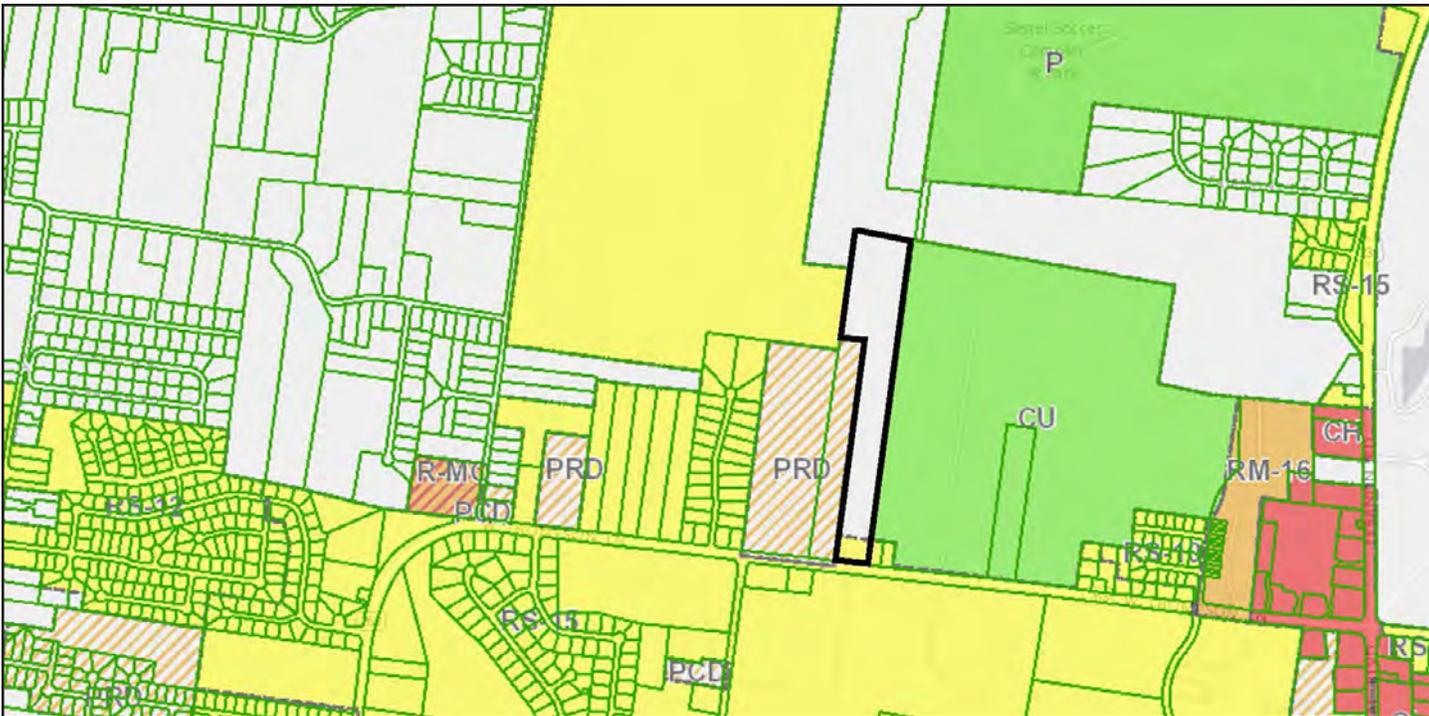
TOPOGRAPHY MAP

NOT TO SCALE



The topographic map above shows the site's topographic high point generally where the property widens near the northern end of the property. From this high point, the property drains towards the north and south. Stormwater that drains to the north, flows across existing large vacant tracts north of the site towards Cherry Lane. Stormwater that drains to the south, flows towards West Thompson Lane where it is collected in the open ditch system along the roadway. This stormwater flow west along West Thompson Lane where it empties into Hoopers Bottom.

Any drainage from this property will be coordinated with drainage plans for General's Landing to the west, as well as with MTSU property to the east.



ZONING MAP

NOT TO SCALE



Districts Color and Abbreviation Key											
■ CBD	Central Business District	■ CM-R	Commercial Medical, Residential	■ LI	Light Industrial	■ PCD	Planned Commercial Development	■ R-MO	Residential Mobile Home	■ RG-10	Residential Single-Family
■ CF	Commercial Fringe	■ CM-RS-S	Commercial Medical, Residential Single Family	■ MU	Mixed Use	■ PID	Planned Industrial District	■ RD	Residential Duplex	■ RG-12	Residential Single-Family
■ CH	Commercial Highway	■ CP	Commercial, Planned	■ OG	General Office	■ PND	Planned Institutional Development	■ RM-12	Residential Multi-Family	■ RG-15	Residential Single-Family
■ CL	Commercial, Local	■ CU	College and University	■ OG-R	Residential General Office	■ PRD	Planned Residential Development	■ RM-16	Residential Multi-Family	■ RG-4	Residential Single-Family
■ CM	Commercial Medical	■ HI	Heavy Industrial	■ P	Park	■ PUD	Planned Unit Development	■ RM-22	Residential Multi-Family	■ RG-8	Residential Single-Family
										■ RZ	Residential Zero Lot Line

The surrounding area consists of a mixture of zoning types and uses. The land to the west of the site is the agricultural property owned by the City of Murfreesboro that is zoned RS-15. To the north, a couple of large undeveloped lots that are currently zoned RM in Rutherford County. The Siegel Soccer Complex is also located just to the northeast of the property. The Tennessee Miller Coliseum is located along the eastern edge of the project. This property is part of Middle Tennessee State University and is zoned CU in the city. To the south and across West Thompson Lane is Siegel High School and Middle School. These institutional properties are zoned RS-15.

The property to the west consists of the recently approved General's Landing development that is zoned PRD. General's Landing is proposed to have 161 dwelling units on roughly 33 acres for a gross density of 4.87 units per acre. They are proposing 31 single-family detached lots with front entry garages, and 130 single-family attached townhomes with front entry garages. The single-family detached homes range in size from 2,400 sf. - 3,400 sf., while the single family attached townhomes range in size from 1,600 sf. - 2,400 sf.



GIS - AERIAL - PHOTO LOCATIONS MAP

NOT TO SCALE



IMAGE 1

VIEW NORTHWEST ONTO THE EASTERN SECTION OF THE SITE WITH MATURE VEGETATION SCREENING IT FROM TENNESSEE MILLER COLISEUM CORPORATION.



IMAGE 2

VIEW NORTHWEST ONTO RESIDENTIAL SINGLE-FAMILY PROPERTY SITUATED ON THE SITE AND SCHEDULED TO BE REMOVED DURING THE CONSTRUCTION PHASE.



IMAGE 3

VIEW NORTHEAST ONTO CENTRAL ENTRANCE INTO THE SITE.



IMAGE 4

VIEW NORTH ONTO THE WESTERN SECTION OF THE SITE AND THE PLANNED RESIDENTIAL DEVELOPMENT ADJACENT TO IT.



GIS - AERIAL - PHOTO LOCATIONS MAP

NOT TO SCALE



IMAGE 5

VIEW EAST ALONG WEST THOMPSON LANE WITH TENNESSEE MILLER COLISEUM ON THE LEFT.



IMAGE 6

VIEW WEST ONTO WEST THOMPSON LANE WITH SIEGEL MIDDLE SCHOOL ON THE LEFT.



IMAGE 7

VIEW EAST ALONG WEST THOMPSON LANE WITH CLASSIC TURNOUT STABLES ON THE LEFT.



IMAGE 8

VIEW SOUTH ONTO SIEGEL RODD



GIS - AERIAL - PHOTO LOCATIONS MAP

NOT TO SCALE



IMAGE 9

VIEW NORTHEAST ONTO RESIDENTIAL SINGLE-FAMILY PROPERTY THAT IS ADJACENT TO TENNESSEE MILLER COLISEUM.



IMAGE 10

VIEW NORTHEAST ONTO RESIDENTIAL SINGLE-FAMILY PROPERTY ADJACENT TO THE EASTERN SECTION OF THE SITE.



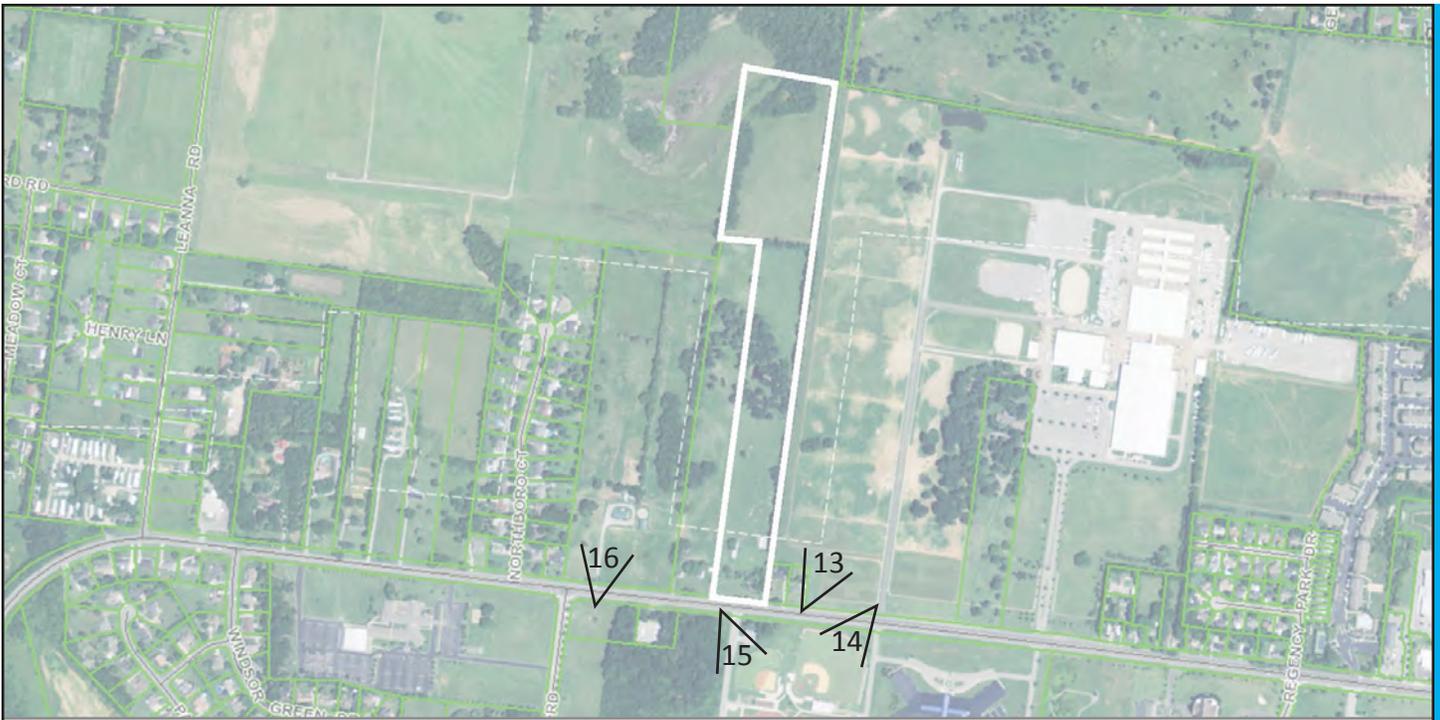
IMAGE 11

VIEW NORTHWEST ONTO PLANNED RESIDENTIAL DEVELOPMENT.



IMAGE 12

VIEW NORTHWEST ONTO RESIDENTIAL PROPERTY IN NORTHBORO SUBDIVISION THAT IS FACING WEST THOMPSON LANE.



GIS - AERIAL - PHOTO LOCATIONS MAP

NOT TO SCALE



IMAGE 13

VIEW NORTHEAST ONTO THE GRAZING GROUNDS FOR THE HORSES ON THE TENNESSEE MILLER COLISEUM PROPERTY.



IMAGE 14

VIEW SOUTHWEST, FROM THE ENTRANCE TO THE TENNESSEE MILLER COLISEUM PROPERTY, ONTO SIEGEL MIDDLE SCHOOL BASEBALL FIELDS.



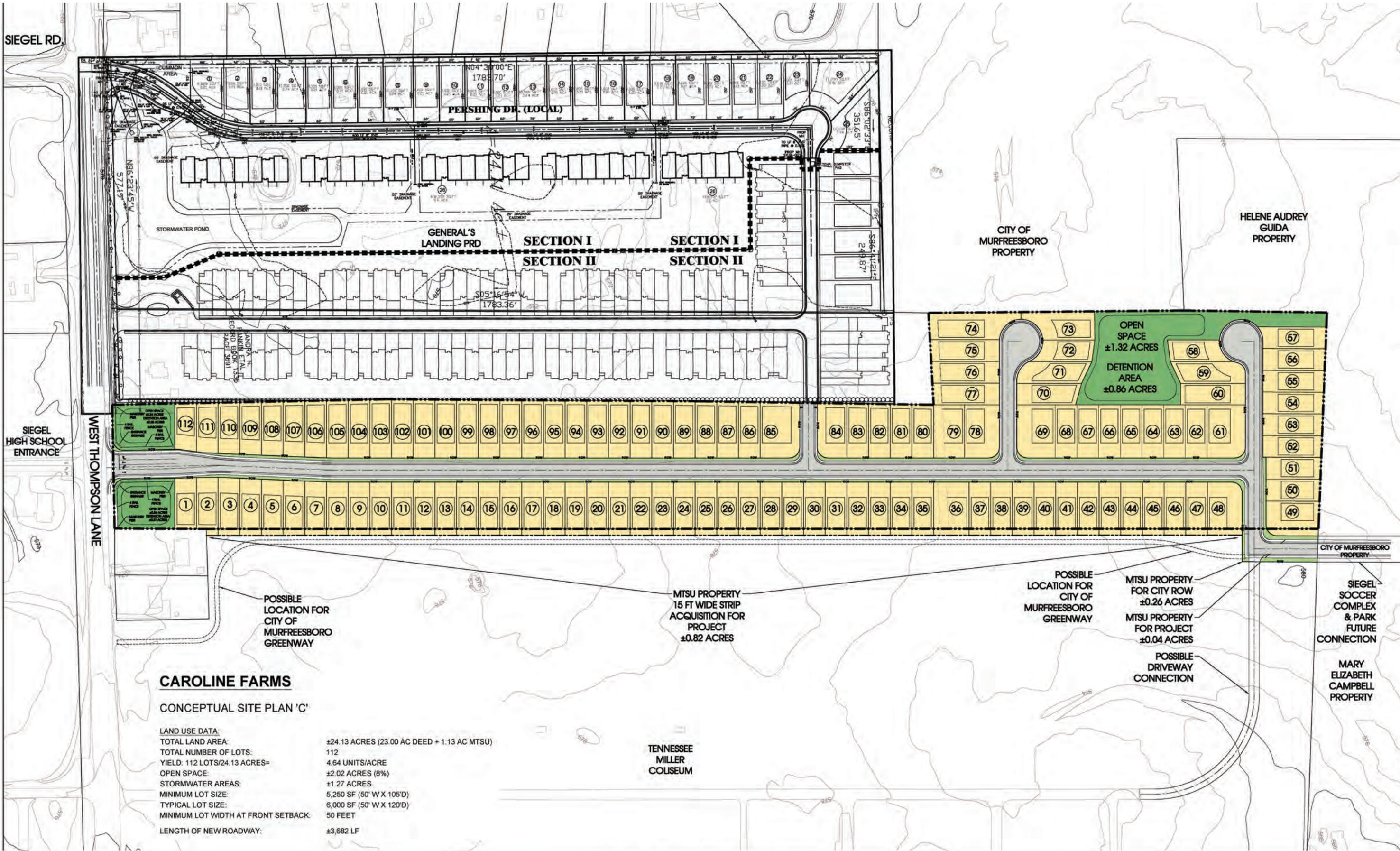
IMAGE 15

VIEW SOUTHEAST, ACROSS WEST THOMPSON LANE, ONTO SIEGEL MIDDLE SCHOOL BASEBALL FIELDS.



IMAGE 16

VIEW NORTH ONTO THE ENTRANCE INTO CLASSIC TURN-OUT STABLES.



CAROLINE FARMS

CONCEPTUAL SITE PLAN 'C'

LAND USE DATA

TOTAL LAND AREA:	±24.13 ACRES (23.00 AC DEED + 1.13 AC MTSU)
TOTAL NUMBER OF LOTS:	112
YIELD: 112 LOTS/24.13 ACRES=	4.64 UNITS/ACRE
OPEN SPACE:	±2.02 ACRES (8%)
STORMWATER AREAS:	±1.27 ACRES
MINIMUM LOT SIZE:	5,250 SF (50' W X 105'D)
TYPICAL LOT SIZE:	6,000 SF (50' W X 120'D)
MINIMUM LOT WIDTH AT FRONT SETBACK:	50 FEET
LENGTH OF NEW ROADWAY:	±3,682 LF

OPEN SPACE
 ROADWAY

DETENTION
 LOTS

SCALE: 1" = 200'

CAROLINE FARMS

CONCEPTUAL SITE PLAN 'C'

LAND USE DATA:

TOTAL LAND AREA:	±24.13 ACRES (23.00 AC DEED + 1.13 AC MTSU)
TOTAL NUMBER OF LOTS:	112
YIELD: 112 LOTS/24.13 ACRES=	4.64 UNITS/ACRE
OPEN SPACE:	±2.02 ACRES (8%)
STORMWATER AREAS:	±1.27 ACRES
MINIMUM LOT SIZE:	5,250 SF (50' W X 105'D)
TYPICAL LOT SIZE:	6,000 SF (50' W X 120'D)
MINIMUM LOT WIDTH AT FRONT SETBACK:	50 FEET
LENGTH OF NEW ROADWAY:	±3,682 LF

Proposed Caroline Farms Characteristics:

- 112 single family detached homes with 2 or more bedrooms.
- All homes will be for purchase
- The homes will range in size from 1,800 SF. to 3,000 SF.
- Minimum lot size shall be 5,250 sf.
- Typical lots size will be 6,000 sf.
- All homes will have a 2 car front entry garages
- Front entry garages will have decorative doors and have a neutral colors (not white)
- All front entry garages shall be setback a minimum of 35 feet from public R.O.W.
- Each single family lot will provide at least 4 parking spaces per lot (outside of the garage)
- Each lot will have concrete driveways wide enough for 2 vehicles, and have a minimum width of 16 feet
- Builders shall install sod & one tree in front yards, and landscaping along the front foundation
- Building elevations will consist 100% masonry material. A representation of elevation material mixtures are outlined on page 17: Architectural Characteristics.
- All building elevations and materials shall be approved by the developer
- The development will be constructed in 3 phases.
- All streets will be public rights-of-way
- All streets have been designed to comply with Murfreesboro Street Standards
- Sidewalks will be provided throughout the development to create a pedestrian friendly community
- Solid waste service will be provided by the City of Murfreesboro
- All on-site utilities will be underground.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Decorative black mailboxes will help establish community continuity
- Decorative street lights will be coordinated with MED, and will meet MED's standards for management by MED
- The common open spaces will be maintained by an H.O.A.
- Entrance off of West Thompson Lane will have new entrance signage constructed of masonry materials and anchored by landscaping
- All home owners will be required to be a member of the H.O.A.
- HOA will be managed by independent 3rd party management company
- Construction is anticipated to begin within 90-120 days after zoning is completed.

Minimum Building Setbacks:

Front: 35-feet

Side: 5-feet

Rear: 10-feet

Architecture Characteristics:

- Building heights shall not exceed 35 feet in height in compliance with RS-15 requirements.
- There will be a mixture of 1-story and 2-story homes.
- All homes will have at least 2 bedrooms.
- All the homes will have eaves.
- All homes will have a covered front porch.
- All homes will have a patio area at the rear of the home.

Building Elevation Materials:

- Front: Mixture of masonry products such as brick, stone, or cement fiber board
- Sides: Masonry products such as brick, stone, or cement fiber board
- Rear: Masonry products such as brick, stone, or cement fiber board
- Trim, Soffits, Gables and Dormers: Vinyl siding



ELEVATION A

ELEVATION B

ELEVATIONS A & B



Example of Cement Fiber Board
(different colors will be allowed)



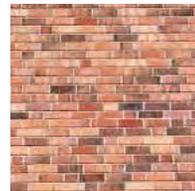
Example of the Stone Veneer
(different colors, cuts, and patterns will be allowed)



ELEVATION C

ELEVATION D

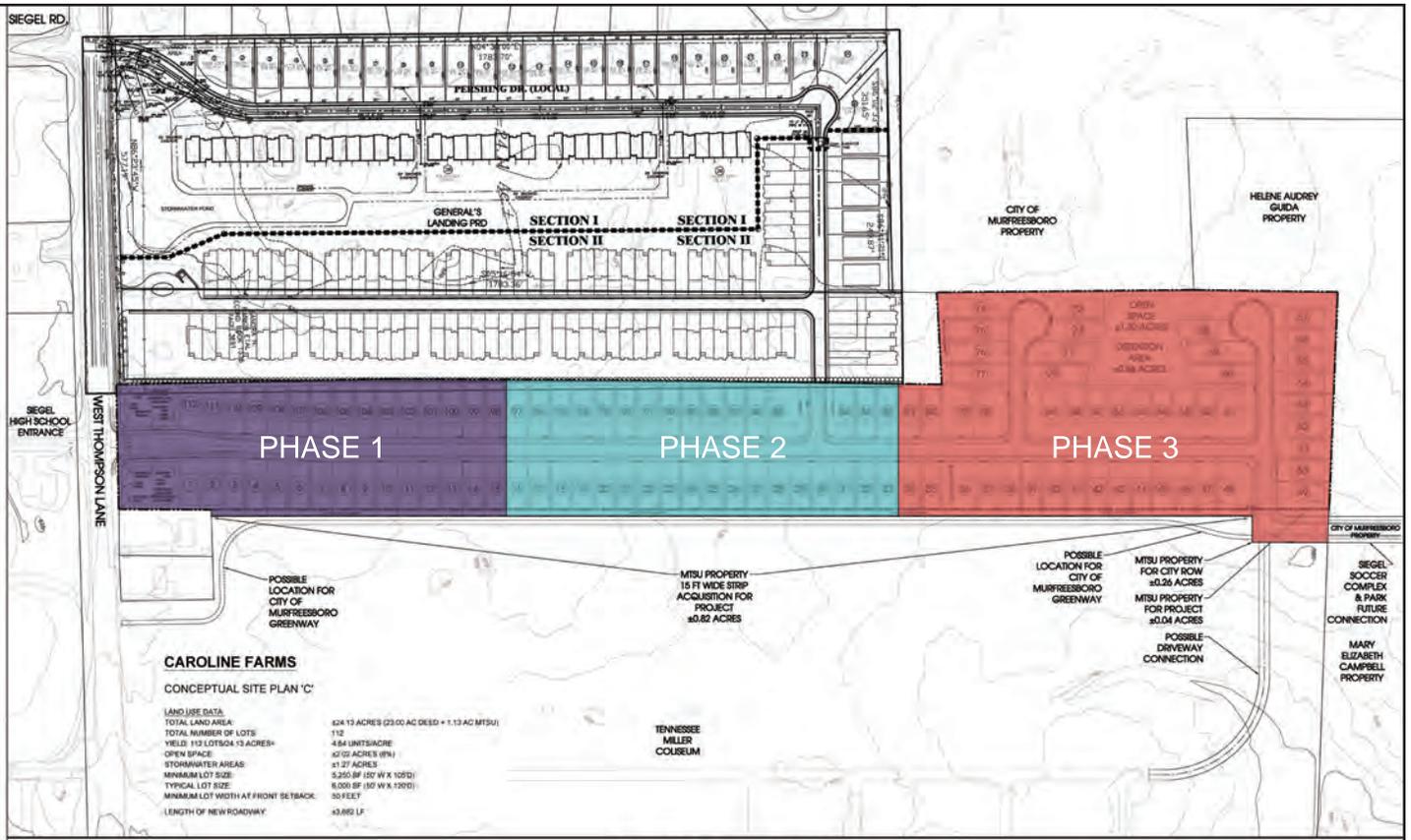
ELEVATIONS C & D



Example of Brick
(different colors will be allowed)

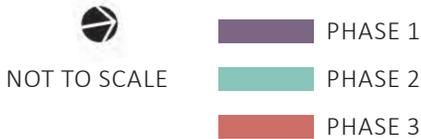


ELEVATION E



CAROLINE FARMS
 CONCEPTUAL SITE PLAN 'C'
 LAND USE DATA:
 TOTAL LAND AREA: 424.13 ACRES (23.00 AC DESD + 1.13 AC MTSU)
 TOTAL NUMBER OF LOTS: 112
 YIELD: 112 LOTS/64.13 ACRES
 OPEN SPACE: 47.02 ACRES (8%)
 STORMWATER AREAS: 41.27 ACRES
 MINIMUM LOT SIZE: 5,250 SF (57' W X 100'D)
 TYPICAL LOT SIZE: 8,500 SF (82' W X 100'D)
 MINIMUM LOT WIDTH AT FRONT SETBACK: 50 FEET
 LENGTH OF NEW ROADWAY: 43,892 LF

PHASING PLAN



	UNITS	ACRES
PHASE 1	30	6.23
PHASE 2	34	6.35
PHASE 3	48	11.6
TOTAL	112	24.18

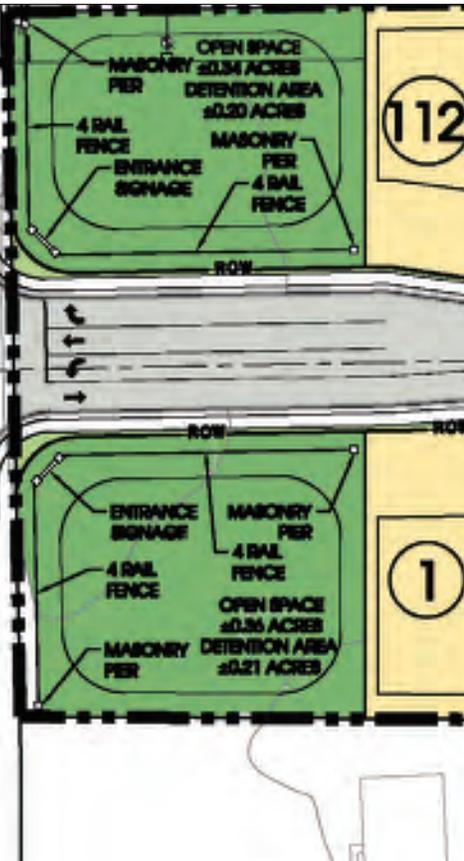
- The project is anticipated to be built in three phases.
- Construction of Phase 1 is planned to begin within 90-120 days after the completion of the rezoning process.
- The timing of the remaining phases of construction will be market driven and dependent upon the absorption of the lots in the previous phase.
- In general, following section construction will begin after the previous phase is 80%-85% sold.
- The sidewalks within each single family lot phase will be constructed by the home builders as the homes are constructed. If sidewalks are located along a common area then, the developer will construct those portions with the infrastructure work associated with that frontage.
- Each phase is anticipated to range in size from 30-50 lots.
- Phase 1 will include the entrance signage at West Thompson Lane, as well as the detention area open spaces.



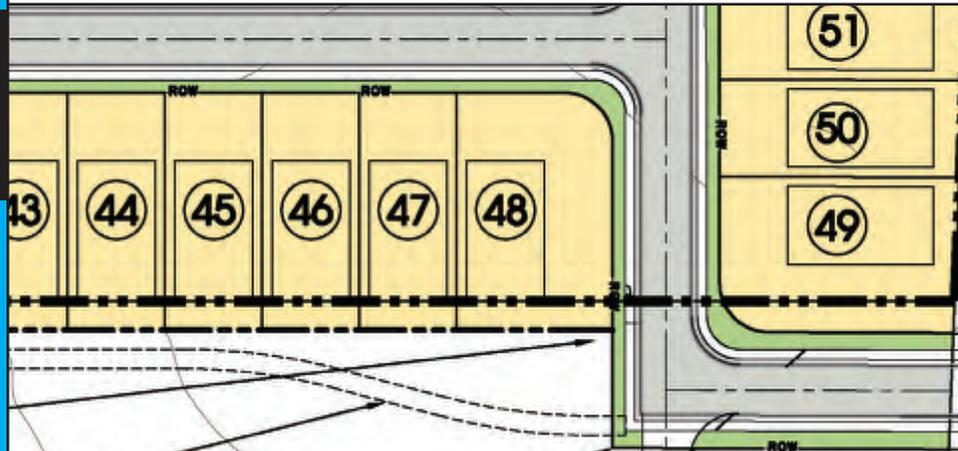
With this request, the Caroline Farms will be dedicating over 8% to open spaces. These open space areas will contain the stormwater management areas as well as entrance features. The entrance will incorporate masonry signage anchored with landscaping. A four rail fence will line the open spaces at the entrance to the neighborhood. This will add to the character of the neighborhood, as well as the community traveling along West Thompson Lane. A mixture of landscape plantings will be utilized in conjunction with the fence to screen the detention areas located in the open spaces at the entrance. Sidewalks will line both sides of the street to provide pedestrian circulation through the neighborhood for residents.

The residents of Caroline Farms will be required to be members of the H.O.A. As a member of the H.O.A., the residents will be subject to restrictive covenants and be required to pay membership dues as determined by the 3rd party management company.

WEST THOMPSON LANE



SECTION II



MTSU PROPERTY FOR CITY ROW ±0.26 ACRES

MTSU PROPERTY FOR PROJECT ±0.04 ACRES

POSSIBLE DRIVEWAY CONNECTION

CITY OF MURFREESBORO PROPERTY

SIEGEL SOCCER COMPLEX & PARK FUTURE CONNECTION

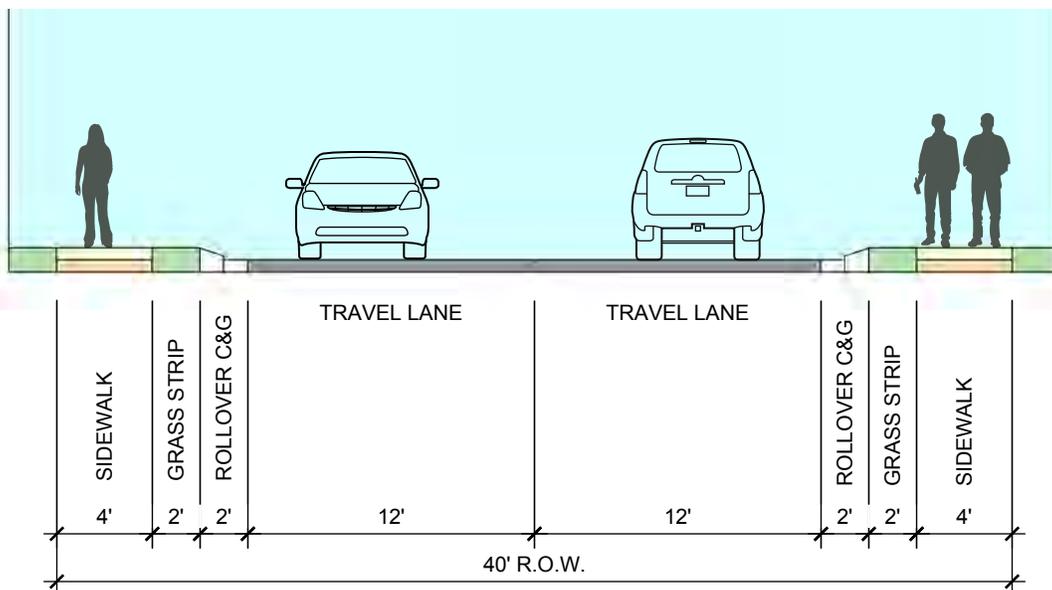
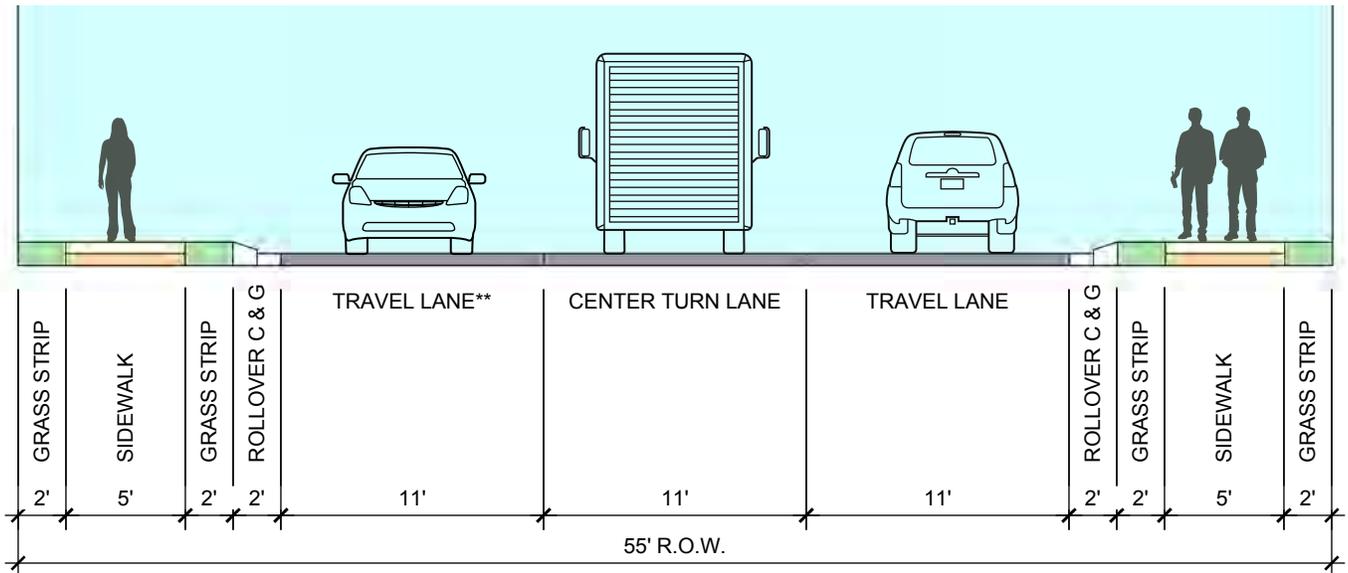
MARY ELIZABETH CAMPBELL PROPERTY

580

Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), the main roadway running north to south on the property is proposed to be a 3 lane roadway. Also, West Thompson Lane that Caroline Farms fronts onto is on the MTP for roadway improvements well. West Thompson Lane is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 3 lane cross-section with dedicated bike lanes on both sides of the road. It will be built out to the 5 lane cross-section as recommended by the Major Thoroughfare Plan. Caroline Farms will work with city engineering staff to coordinate any roadway improvements as a result of the proposed widening of West Thompson Lane.

As stated above, the primary means of ingress/egress from this site will be onto West Thompson Lane. The majority developments vehicular traffic will enter and exit the development until connections are made at two other locations. The secondary means of ingress/egress from the development will be roadway connection to General's Landing along the western boundary. The other possible means of ingress/egress will be the proposed roadway connection to Cherry Lane to the north. Once that possible roadway is established, it will allow for another means of traffic movement north to south between West Thompson Lane and Cherry Lane.

The main roadway leading through Caroline Farms will be a hybrid community collector with a 55 foot R.O.W. cross-section to allow for 3 travel lanes. The remaining streets will be local streets with a typical 40 foot R.O.W. cross-section.



1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: An exhibit is given on Page 4 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: Exhibits are shown on Page 6 that shows the existing contours and drainage patterns along with an aerial photograph of the area. No portion of the property is subject to floodplains or floodways.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: Exhibits and photographs on Pages 8-11 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 8 gives the zoning of those same properties.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	3149388
TOTAL MAXIMUM FLOOR AREA	423800
TOTAL LOT AREA	1309725
TOTAL BUILDING COVERAGE	358600
TOTAL DRIVE/ PARKING AREA	249576
TOTAL RIGHT-OF-WAY	243052
TOTAL LIVABLE SPACE	701549
TOTAL OPEN SPACE	2547736
FLOOR AREA RATIO (F.A.R.)	0.13
LIVABILITY SPACE RATIO (L.S.R.)	1.66
OPEN SPACE RATIO (O.S.R.)	6.01

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RM (county) & RS-15 (city). The surrounding areas has a mixture of residentially zoned properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

Response: The project is anticipated to be developed in three phases. Phasing information is described on Page 18.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Page 16.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: The applicant is requesting the following exceptions with this PRD. Front Setbacks requested are 5 feet less, Side Setbacks are 7.5 feet less, and Rear Setbacks are 20 less compared to RS-15. Minimum Lot Size is 9,750 sf. less, Minimum Lot Width is 25 feet less, and Density is 1.74 units/acre greater compared to RS-15.

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District (GDO), Airport Overlay District (AOD), Battlefield Protection District (BPD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Page 5 discusses the Major Thoroughfare Plan. West Thompson Lane is planned to be upgraded to a 5-lane roadway.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Rob Molchan of SEC, Inc. developer/ applicant is Steven Dotson content info for both is provided on cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Pages 16-17 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Entrance signage is described on Page 19.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

Ann began by describing the subject property located north of West Thompson Lane. The study area consists of property owned by Diane and Grant Kelly, a 1.5-acre portion of which is already located within Murfreesboro City limits. Mr. Steven Dotson has a contract to purchase the property and wishes to develop the entire study area consisting of 21.5 acres.

A written petition has been filed by the property owners requesting annexation. The property is located within the City's Urban Growth Boundary and is contiguous with the City limits.

Staff had prepared a plan of services which had been included in the agenda packet. The plan of services indicates that the City would be able to provide services to the subject property if annexed. The right of way of West Thompson Lane is already located within City limits. Mr. Steven Dotson has also filed a request to zone the annexation study area PRD (Planned Residential District) simultaneous with annexation

Mr. Rob Molchan and Mr. Steve Dotson were in attendance to represent the applicant.

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

Mr. Tom Clark made a motion to approve the Annexation Plan of Services and annexation petition subject to all staff comments, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Zoning application [2016-445] for approximately 21.5 acres located along West Thompson Lane to be zoned PRD simultaneous with annexation, to rezone approximately 1.5 acres from RS-15 to PRD and to rezone approximately 1.1 acres from CU to PRD (Caroline Farms), Steven Dotson applicant.

Ms. Margaret Ann Green began by describing the subject property located north of West Thompson Lane. The study area consists of property owned by Diane and Grant Kelly. Mr. Steven Dotson has a contract to purchase the property and wishes to develop it. A 1.5-acre portion of the property was annexed in 1987 by the City of Murfreesboro

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

and is zoned RS-15 (Single-Family Residential District). The remainder of the property is being studied for annexation. An adjacent 1.1-acre portion of the MTSU property has been included with the zoning application.

The properties located to the north are in the unincorporated area of Rutherford County. The property to the east is zoned CU (College and University) and is owned by MTSU. The properties to the west are zoned PRD and is the future location of the General's Landing PRD, which is a mixture of 31 single-family, detached lots and 130 multi-family, townhomes. The properties to the south are zoned RS-15 and is the location of the Siegel Middle and Siegel High schools.

The Major Thoroughfare Plan includes a three-lane, north-south connector road from West Thompson Lane to Cherry Lane. The PRD plan has incorporated this element of the Major Thoroughfare Plan. A copy of the applicant's program book had been included with the agenda materials.

Mr. Rob Molchan and Mr. Steve Dotson were in attendance to represent the applicant. Mr. Molchan came forward to begin a power point presentation from the applicant's program book. The applicant has requested approval for the following:

- 21.5 acre be zoned PRD (Planned Residential District) simultaneous with annexation
- 1.5 acres currently zoned RS-15 be rezoned to PRD
- 1.1 acres zoned CU be rezoned PRD for a total of 24.1 acres.
- Caroline Farms PRD district would allow 112 single-family detached lots on 24.13 acres for a density of 4.6 dwelling units per acre.
- The minimum lot size would be 5,250 square feet
- The minimum lot home size is 1,800 square feet with a minimum 2-car front entry decorative garage doors

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

- The homes are to have masonry exteriors (brick, stone, rock, cementitious siding). Each home would have foundation landscaping and sodded front yards.
- All public streets would include sidewalks along both sides of the street
- Two acres of open space would be mainly used for stormwater management
- All public utilities would be underground
- This development includes decorative mailboxes, street lights, four-rail fencing to run along West Thompson Lane. This would mimic the adjacent Generals Landing PRD.

Continuing, Mr. Molchan made known this zoning request would allow a future connectivity between West Thompson Lane and Cherry Lane. The connectivity would improve access to the Siegel Soccer Complex north of this site. In addition, there would be a stub along the northeast of this property. The stub street would cross the northwest corner of MTSU property to align with city owned property with the soccer complex. Currently, the applicant is attempting to acquire 1.13 acres of land from MTSU that would allow a connection for this development and a future ROW connection.

Continuing, Mr. Molchan made known West Thompson Lane was on the Major Thoroughfare Plan (MTP). Therefore, the applicant has agreed to work with the City of Murfreesboro, Engineering Department, to coordinate City roadway improvements with the development regarding ingress/egress along West Thompson Lane. In addition, the applicant is proposing a north to south three (3) lane roadway for the development that would include an ingress/egress connection to General's Landing. Last, there is possible ingress/egress connectivity to Cherry Lane, that is north of this property. This would provide better connectivity for residents, and others needing access to Siegel Soccer Complex.

Mr. Tom Clark wanted to know who would be responsible to construct the road at the end of this development to Cherry Lane. Mr. Gary Whitaker explained the City of Murfreesboro would be responsible for approximately 3000 feet of roadway to Cherry Lane. This would become a

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

valuable connector road. Mr. Doug Young commented how this area has the potential for a greenway trail that would connect the City future trails and network. Mr. Sam Huddleston came forward making known the MTSU Miller Coliseum Committee has approved the property to grant easements and transfers of their property to the City for construction of greenway trails on MTSU property. A landscaping agreement has been arranged for the City of Murfreesboro to maintain 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

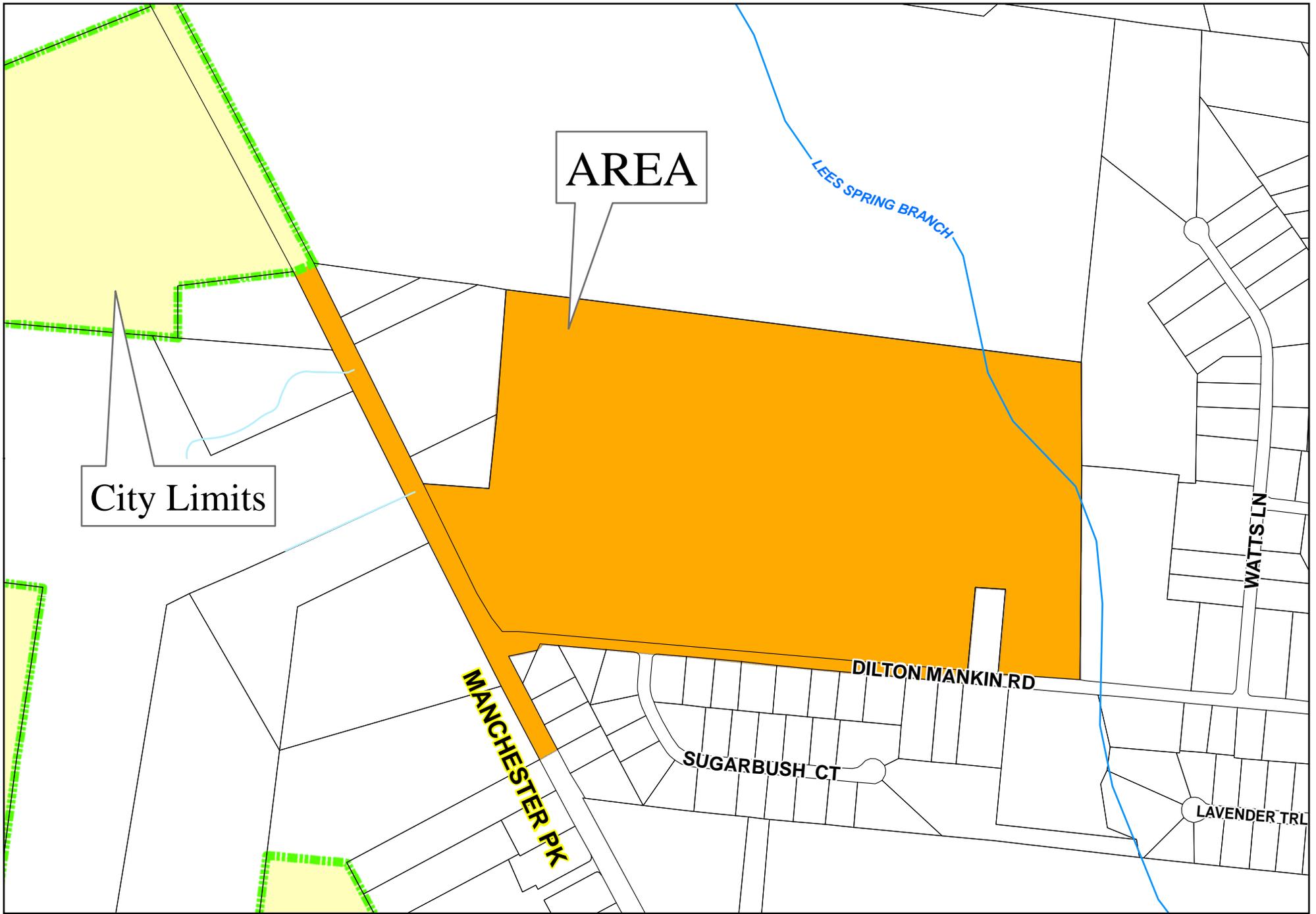
**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 5, 2016**

4.c. 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.

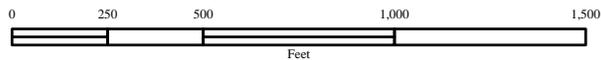
The subject property is located at the northeast corner of the intersection of Manchester Pike and Dilton Mankin Road. The property totals 70.9 acres and is primarily undeveloped. However, there is a single-family residence as well as several agricultural outbuildings located there. A written petition has 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, however, Staff has 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.

Staff has prepared a plan of services, which is included in the agenda packet. It indicates that the City will be able to provide services to the subject property if annexed. The developer has also filed a request to have the property zoned PRD (Planned Residential District) simultaneous with annexation. The zoning request will be the next item on the agenda. It should be noted that, if the annexation and zoning for this property are both approved, the proposed subdivision will be the first development on a STEP (Septic Tank Effluent Pumping) system since the City Council approved allowing STEP systems in the City as an alternative to sanitary sewer.

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.



**Annexation Request for Property Along
Manchester Pike**



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



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

REZONING APPLICATION FORM



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: Ole South Properties, Inc. c/o Dan Bobo

Address: 262 Robert Rose Drive, Suite 300 City/State/Zip: Murfreesboro, TN 37129

Phone: 615-896-0019 E-mail address: dbobo@olesouth.com

PROPERTY OWNER: Mankin Family Partnership

Street Address or property description: 3545 Manchester Pike Murfreesboro, TN 37127

and/or Tax map #: 26 Group: Parcel (s): 18.00

Existing zoning classification: RM - County

Proposed zoning classification: PRD Acreage: 70.90 acres

RECEIVED
SEP 01 2016
BY:

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor - SEC, Inc. 615-890-7901

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 8/31/16

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

Date received: MPC YR.: MPC #: 2016-447/512

Amount paid: 600 Receipt #: 364045

Revised 1/2010

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. MANKIN FAMILY LIMITED PARTNERSHIP
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: Joe William Mankin Status: PARTNER Date: 8/3/2016
130 1/2 S.E. BROAD ST. MURFREESBORO 37130
Mailing Address (if not address of property to be annexed)

2. LINDA D. WILSON
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: Linda D. Wilson Status: PARTNER Date: 9/27/2016
127 Fishers Bend Lane McMinnville, TN 37110
Mailing Address (if not address of property to be annexed)

3. Nancy Bagwell
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: Nancy Bagwell Status: Partner Date: 9-29-16
3528 Dilton Mankin Rd. Murfreesboro TN 37127
Mailing Address (if not address of property to be annexed)

4.
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: Status: Date:
Mailing Address (if not address of property to be annexed)

(Attach additional signature pages if necessary)

Legal Description is attached: Yes

Power of Attorney applies and is attached: Yes No

**ANNEXATION REPORT FOR PROPERTY LOCATED AT
3545 MANCHESTER PIKE
INCLUDING PLAN OF SERVICES**



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
October 5, 2016



AREA

City Limits

**Annexation Request for Property Along
Manchester Pike**



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



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

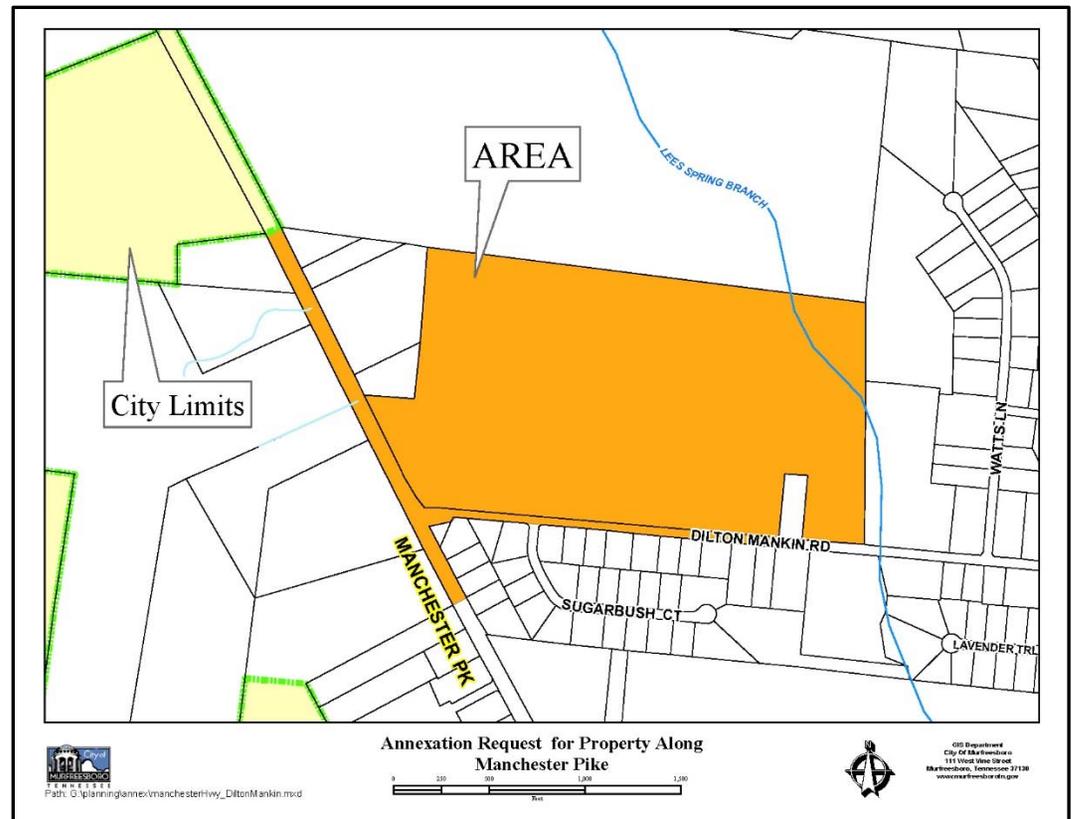
INTRODUCTION

OVERVIEW

The applicant, Matt Taylor of SEC Inc., representing Mankin Family Partnership, has requested annexation of property along the east side of Manchester Pike and the north side of Dilton Mankin Road.

The area studied in this Plan of Services includes: a 70.9-acre parcel (Tax Map 126, Parcel 18.00); an adjacent 2,100-linear foot, 4.14-acre portion of right-of-way along Manchester Pike; and an adjacent 1,800, 2.0-acre portion of right-of-way along Dilton Mankin Road. (Note: All acreages are approximate.)

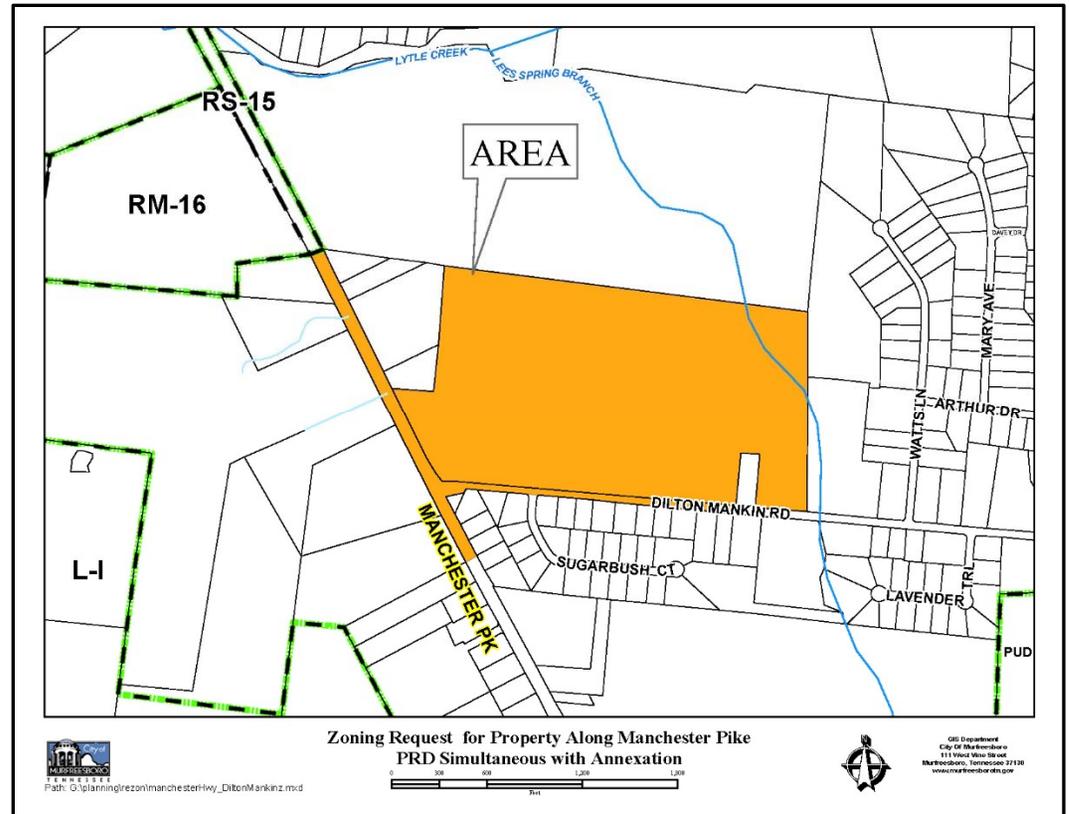
The study area lies within the City of Murfreesboro's Urban Growth Boundary and adjoins the City along Manchester Pike on the northwest. Adjacent areas to the north, south, east, and west lie within the unincorporated County.



CITY ZONING

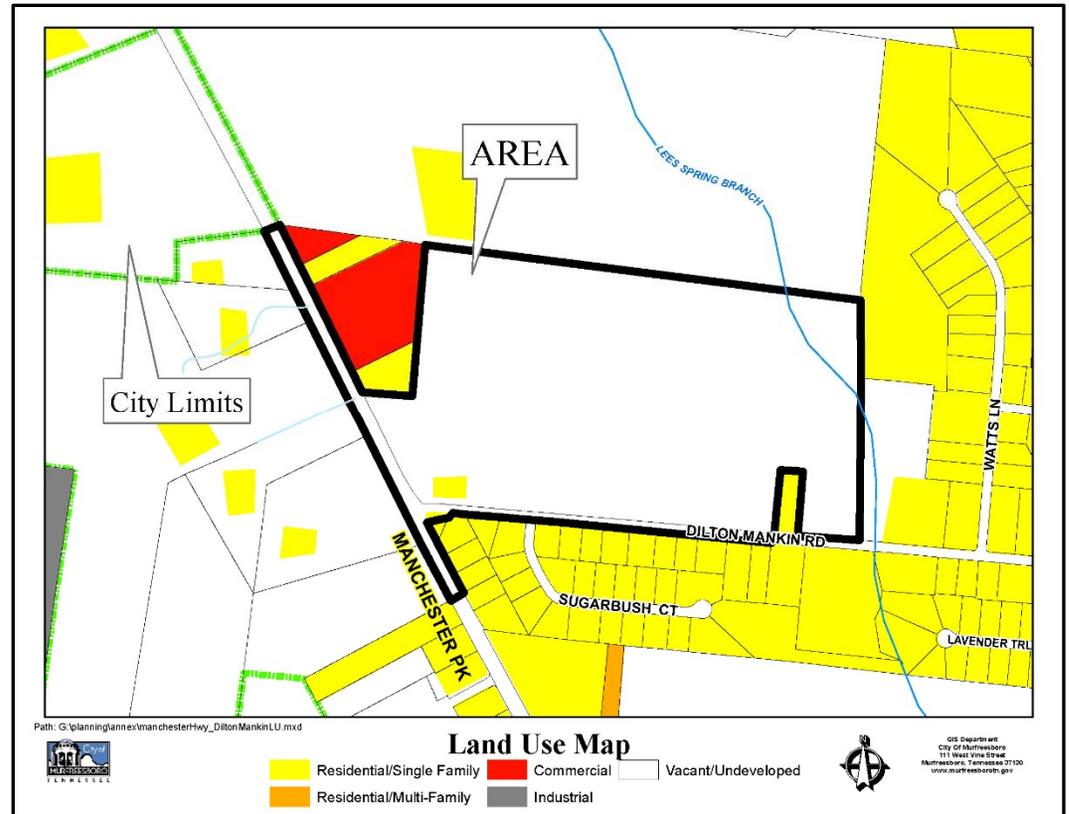
The applicant has requested rezoning to PRD (Planned Residential District) simultaneous with annexation. The study area is presently zoned RM (Residential – Medium Density) in the County.

Adjacent properties to the northwest of the study area are located within the City and are zoned RS-15 (Single-Family Residential) and RM-16 (Multi-Family Residential). Adjacent properties to the north, south, east, and west lie within the unincorporated County and are zoned RM.



PRESENT AND SURROUNDING LAND USE

The 70.9-acre requested parcel presently includes a single-family house and several detached accessory structures. A mix of single-family residential dwellings and commercial uses lie adjacent to the study area on the northwest. Large-lot single-family dwelling units line the western side of Manchester Pike. Mankinville Estates—a County residential subdivision—lies adjacent to the study area on the south across Dilton Mankin Road. The Watts Lane residential subdivision (also in the unincorporated County) is located east of the study area.



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
Mankin Family Partnership	70.9	\$206,100	\$127,300	\$83,350	\$1,059

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2016-2017 per capita state revenue estimates for the City of Murfreesboro once the development is built out.

Table II
Per Capita State Revenue Estimates

General Fund	Per Capita Amount
State Sales Tax	\$70.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.05
Gross Receipts (TVA in-lieu taxes)	\$11.00
<i>Total General Revenue Per Capita</i>	\$83.55
State Street Aid Funds	Per Capita Amount
Gasoline and Motor Fuel Taxes	\$25.91
<i>Total Per Capita (General and State Street Aid Funds)</i>	\$109.46
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit with maximum density of 163 units)	\$46,032.31

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place.

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 parcel 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 #5.

ELECTRIC SERVICE

The property is located within Middle Tennessee Electric Membership Cooperative's (MTEMC) service boundary. MTEMC 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 MTEMC standards.

STREET LIGHTING

According to MTEMC, street lighting will be installed upon request by the City of Murfreesboro.

STREETS AND ACCESS

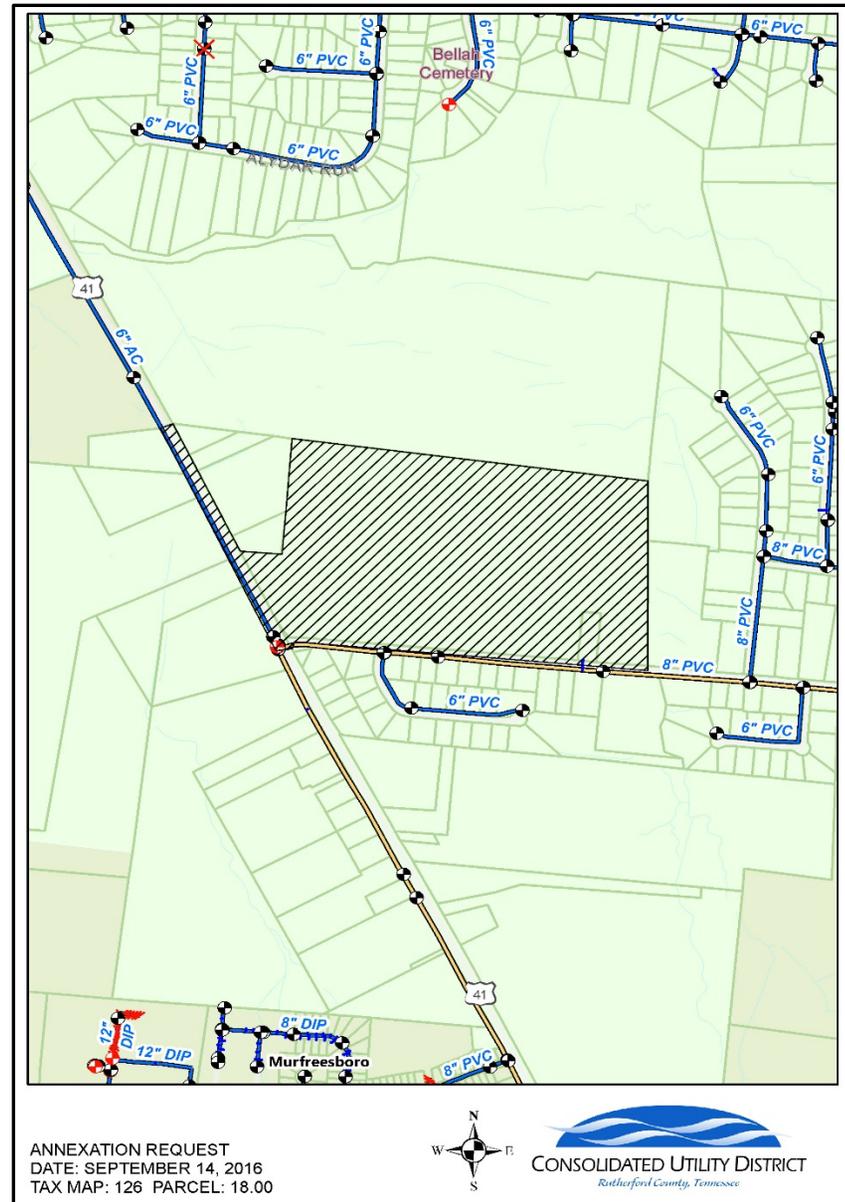
The study area currently has access to Manchester Pike, a state route and major arterial, on the west and Dilton Mankin Road, a County road, on the south. Upon annexation, the 1,800 linear feet of Dilton Mankin Road included in the study area will become the responsibility of the City of Murfreesboro. Dilton Mankin Road is presently on the City's Major Thoroughfare Plan for upgrade to a three-lane curb-and-gutter section. The City will also assume operation and maintenance responsibilities for the 2,100 linear feet of Manchester Pike included in the study area. Manchester Pike is on the City's Major Thoroughfare Plan for upgrade to a five-lane curb-and-gutter section.

Any new development in the study area must dedicate required rights-of-way and easements and participate in the construction of improvements along street frontages. Additionally, turn lane improvements may be required as part of any future development. Any future public roadway facilities serving the study area along Dilton Mankin Road must be approved by the City Engineer. Future improvements along Manchester Pike must be approved by the Tennessee Department of Transportation (TDOT) and the City Engineer. Any new public roadways serving the study area must be constructed to City standards.

WATER SERVICE

The study area lies within Consolidated Utility District's (CUD) service area. CUD presently has a six-inch water line along Manchester Pike and an eight-inch water line along Dilton Mankin Road. However, in order to meet the City's fire requirements, upgrades will be necessary. CUD has a Capital Improvement Project underway along Manchester Pike that will improve fire flow for the area; the developer will be required to participate in additional, necessary upgrades.

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



SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available."

MWSD, Planning, and Engineering staff have worked with the applicant to develop septic tank effluent pumping (STEP) design criteria for developments beyond MWSD's sanitary sewer central collection system. MWSD has received approval from the Water and Sewer Board and the City Council to accept STEP systems for treatment and disposal. Therefore, MWSD will accept a STEP system for the study area to be dedicated to MWSD for ownership, operation, and maintenance. Any future extension of the sanitary sewer system would serve the study area only if the STEP system fails.

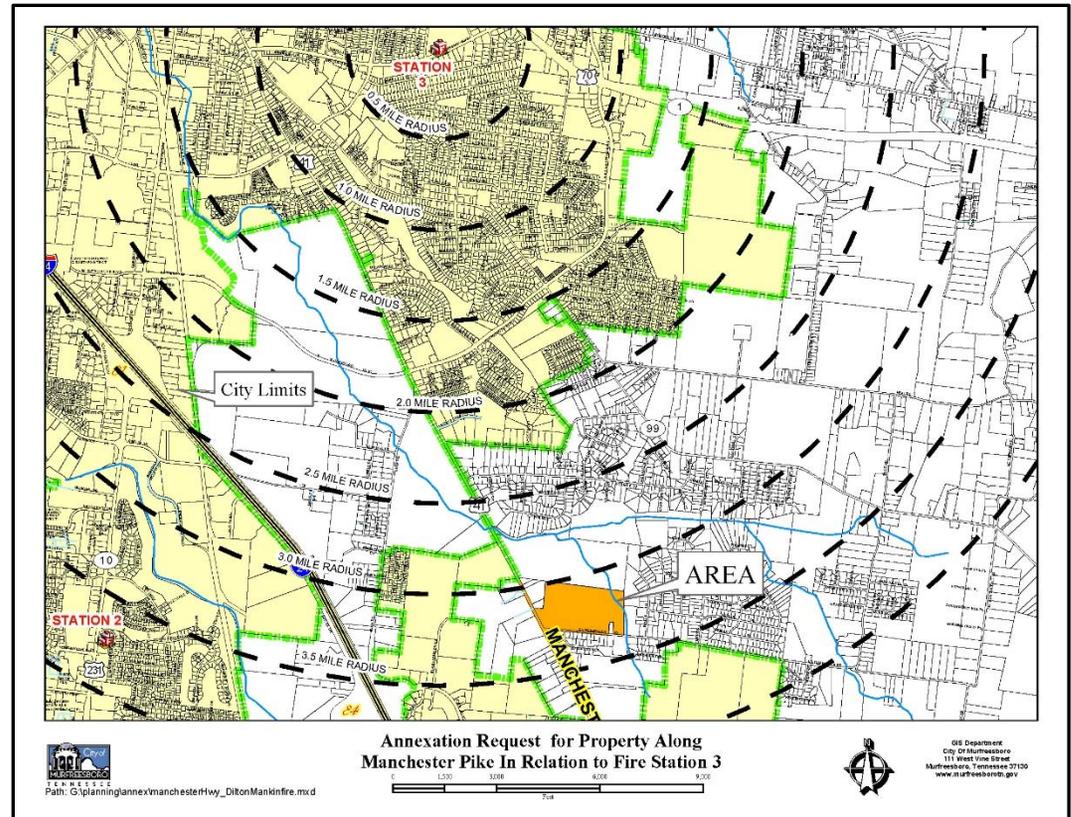
Because the STEP system will not connect to existing public sewer infrastructure, the standard sewer connection fees will not apply. Staff anticipates creating a customer class for customers served through the STEP system to adequately cover operation and maintenance costs. Monthly sewer fees are anticipated to correspond with Consolidated Utility District's (CUD) STEP system rates.

All sewerage improvements must be installed in accordance with the applicable State design criteria and regulations for STEP systems and CUD's construction specifications. Additionally, improvements must follow MWSD's Development Policies and Procedures.

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 Consolidated Utility District (CUD) policies and procedures.

The closest fire station to the subject tract is Fire Station #3, located at 1511 Mercury Boulevard, 3.9 miles from the study area. Fire Station #2, located at 2880 Runnymede Drive, is 5.3 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 Monday.

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. Murfreesboro City Schools is in the process of constructing an addition to Black Fox Elementary School, projected to open in Fall 2017, in order to accommodate additional growth.

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.

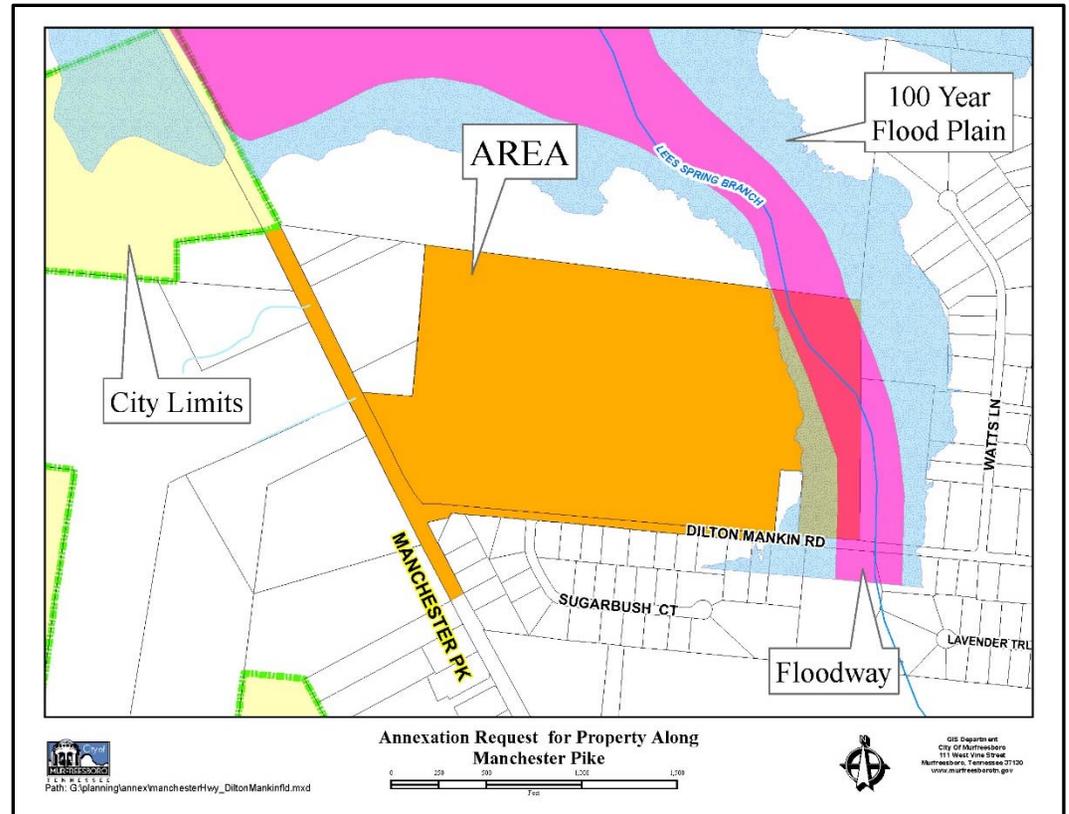
PLANNING, ENGINEERING, AND ZONING SERVICES

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.

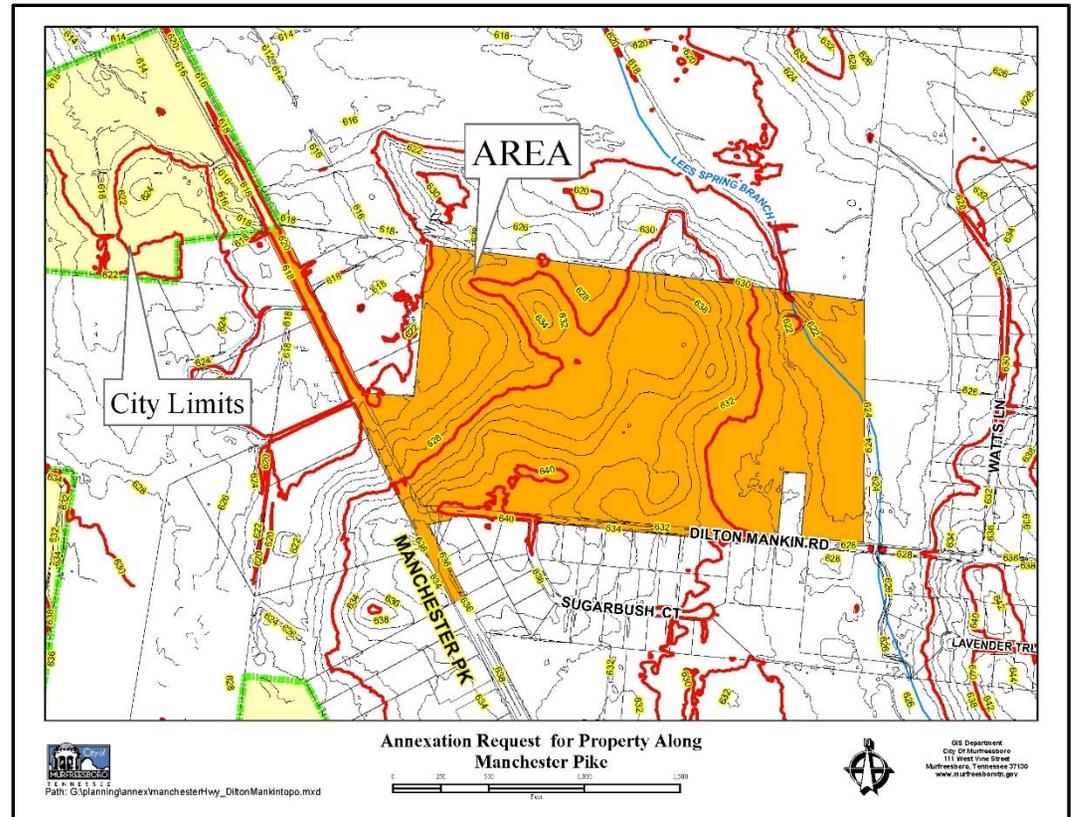


DRAINAGE

The eastern portion of the study area drains eastward to Lees Spring Branch. The northwestern portion of the study area drains northward on adjacent property and to Lytle Creek. The western portion of the study area drains on adjacent property to the west and to the right-of-way on Manchester Pike. Existing public drainage systems serving the study area are integral to Dilton Mankin Road and Manchester Pike. The Dilton Mankin Road drainage system will become the City's responsibility upon annexation, while TDOT will remain responsible for the Manchester Pike drainage system. 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 future development must include a 50-foot Water Quality Protection Area from top of bank on each side of Lees Spring Branch.

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 \$6,350 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

Chairman Bob Lamb closed the public hearing.

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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

linear feet of Dilton Mankin right-of-way. The total study area, including right-of-way, is 77.1 acres.

Staff had prepared a plan of services, which had been included with the agenda packet. It indicates that the City would be able to provide services to the subject property if annexed. The developer had filed a request to have the property zoned PRD (Planned Residential District) simultaneous with annexation. It should be noted that, if the annexation and zoning for this property are both approved, the proposed subdivision would be the first development with a STEP (Septic Tank Effluent Pumping) system since the City Council approved allowing STEP systems in the City as an alternative to sanitary sewer. This would allow a greater density with a STEP system instead of being developed with septic tanks.

Chairman Bob Lamb opened the public hearing.

Ms. Emily Kelley-Watts Farm – requested for Dilton Mankin Road be improved with the installation of the new traffic signals at Manchester Highway. This area has had several traffic accidents due to the high volume of traffic during peak hours.

Chairman Bob Lamb closed the public hearing.

Mr. Eddie Smotherman commented, there would be road improvements to Manchester Highway and Dilton Mankin Road with this development. The road improvements would dramatically improve the traffic within this area.

Mr. Eddie Smotherman made a motion to approve the Annexation Plan of Services and annexation petition subject to all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Zoning application [2016-447] for approximately 77.1 acres located along Manchester Pike & Dilton Mankin Road to be zoned PRD (Mankin Pointe) simultaneous with annexation, Ole South Properties Inc. applicant. Mr. Matthew Blomeley began by describing the subject

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

4.d. Zoning application [2016-447] for approximately 77.1 acres located along Manchester Pike & Dilton Mankin Road to be zoned PRD (Mankin Pointe) simultaneous with annexation, Ole South Properties Inc. applicant.

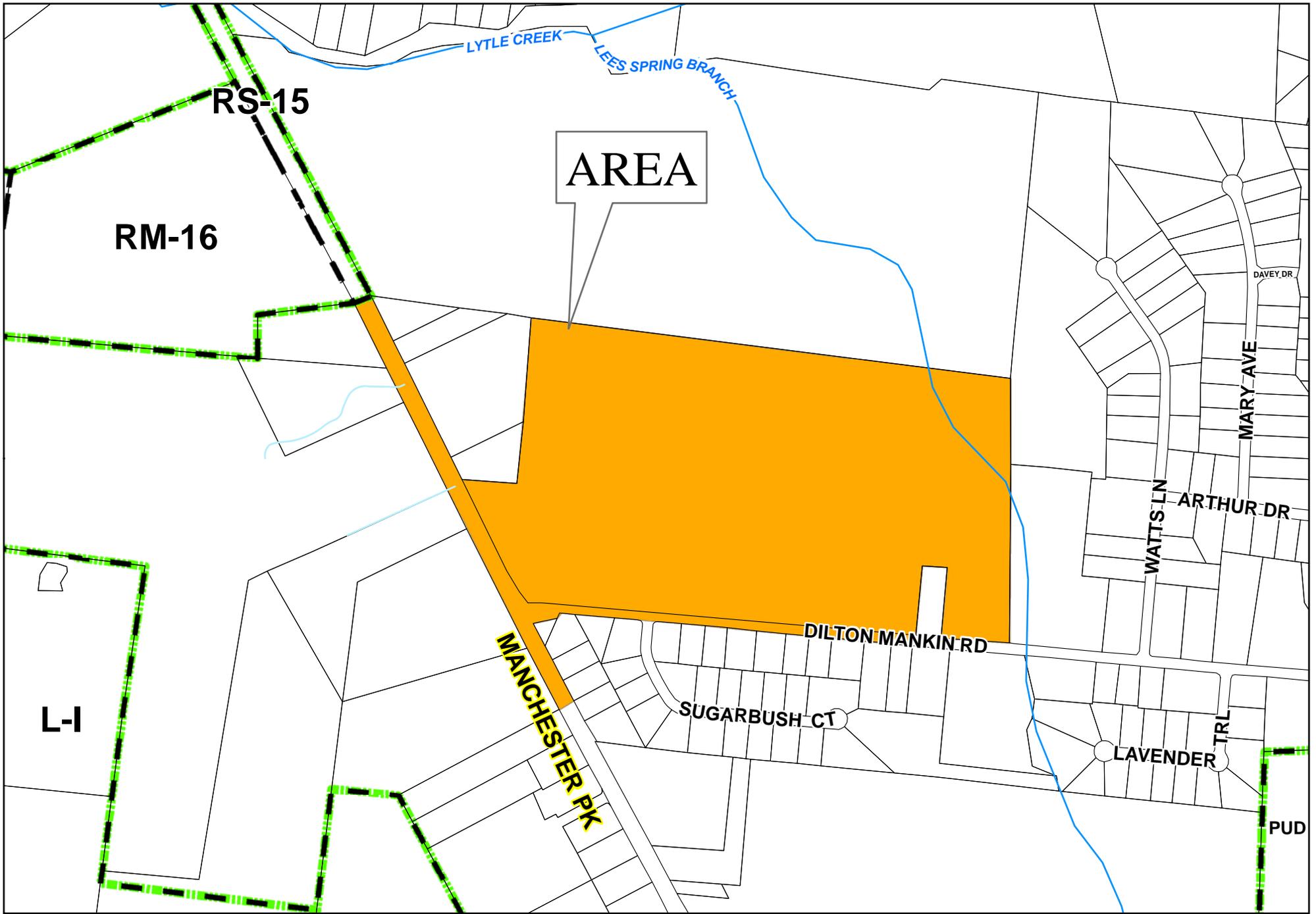
The subject property is located at the northeast corner of the intersection of Manchester Pike and Dilton Mankin Road. The property totals 70.9 acres and is primarily undeveloped. However, there is a single-family residence as well as several agricultural outbuildings located there. The previous item on the agenda was the annexation petition and plan of services. (The 6.2 acres of right-of-way included in the annexation brings the total to 77.1 acres.) The applicant has requested a zoning classification of PRD (Planned Residential District) simultaneous with annexation.

The proposed PRD, called Mankin Pointe, would allow 163 single-family residential detached lots with a minimum lot size of 7,000 square-feet. It should be noted that this will be the first development on a STEP (Septic Tank Effluent Pumping) system since the City Council approved allowing STEP systems in the City as an alternative to sanitary sewer. A significant portion of the tract will be devoted to the STEP fields. Because of this, as well as the amount of the property that is encumbered by the floodway of Lees Spring Branch, the overall proposed density is 2.3 units per acre. The development includes a main access point off of Manchester Pike and a secondary access point off of Dilton Mankin Road. Amenities will include the landscaping of the common area at the southwest corner of the site as well as a pavilion, playground, and walking trail toward the east side of the property adjacent to Lees Spring Branch. The houses will each contain a minimum of 2,000 square-feet of living area and a 2-car garage. The exterior building materials will consist of brick, stone, and fiber cement siding. Vinyl will only be permitted in the gables, soffit, and fascia. Additional details regarding the development plan can be found in the PRD program book, which has been included in the agenda package.

Directly to the south of the of the subject property is the Mankinville Estates single-family residential subdivision, which is located in the unincorporated County. To the east of the subject property is Lees Spring Branch and its floodway, as well as the Watts Lane single-family residential subdivision, which is also located in the unincorporated County. To the north of the subject property, along Manchester Pike, are several commercial uses in the unincorporated County, including a gas station/convenience market and a contracting business. Also to the north in the unincorporated County is a large tract that contains a single-family residence and what appears to be a horse farm. Across Manchester Pike are several single-family residential estate tracts located in the unincorporated County.

A neighborhood meeting regarding this zoning request was held on September 19th at Black Fox Elementary School. Approximately 25 neighbors were in attendance, many of whom had concerns related to traffic. In response to their concerns, the plan has been revised to shift the Dilton Mankin Road entrance further to the east in order to gain additional separation from the Manchester Pike intersection and so that it is no longer across the street from the existing Sugarbush Court.

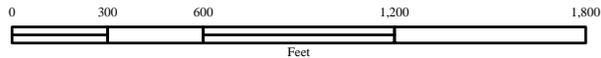
The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



**Zoning Request for Property Along Manchester Pike
PRD Simultaneous with Annexation**



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



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

MANKIN POINTE



A REQUEST FOR ANNEXATION & REZONING TO A PLANNED RESIDENTIAL DEVELOPMENT (PRD)

Submitted: September 1, 2016

SEC Project # 16104

Resubmitted: September 15, 2016 for the September 21, 2016 Planning Commission Workshop

Resubmitted: September 29, 2016 for the October 5, 2016 Planning Commission Public Hearing

Resubmitted: November 17, 2016 for the December 1, 2016 City Council Public Hearing



Residential Designers
Ole South Properties, Inc.

Joe Ada
Ole South Properties, Inc.
262 Robert Rose Drive, Suite 300
Murfreesboro, Tennessee 37129
(615) 896-0019 Office
www.olesouth.com



Developer
Ole South Properties, Inc.

Dan Bobo
Ole South Properties, Inc.
262 Robert Rose Drive, Suite 300
Murfreesboro, Tennessee 37129
(615) 896-0019 Office
www.olesouth.com

SEC, Inc.

Planning . Engineering
Landscape Architecture
SEC, Inc.

Attn: Matt Taylor, P.E.
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www.sec-civil.com
mtaylor@sec-civil.com

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Ole South Properties, Inc. respectively requests annexation and zoning of the Mankin property at 3545 Manchester Pike from RM (Medium Density Residential) in the county to PRD (Planned Residential Development) to create Mankin Pointe. The property is located at the northeast corner of the intersection of Manchester Pike and Dilton Mankin Road. The site is identified as Parcel 18.00 of Tax Map 26, and is approximately 70.90 acres.

This request is for annexation and rezoning of the existing property to PRD to create Mankin Pointe. The development will consist of 163 single family detached lots on 70.90 acres, i.e. 2.30 dwelling units per acre. All the lots will be a minimum of 7,000 sf. in size, and all homes will be for purchase. The proposed homes will range in size from 2,000 sf. to 3,000+ sf. All homes will have a minimum of 2 bedrooms, and minimum two car front entry garage with decorative doors. The home elevations will be constructed of masonry materials to add quality and character to the community. Each lot and home will have foundation landscaping and sodded front yards. The neighborhood will include decorative mailboxes along the streets to add character and continuity to the neighborhood. The entrance will incorporate signage and landscaping at the entrance off of Manchester Pike. An entrance monument and landscaping will greet residents and guests at the entrance to the neighborhood off of Dilton Mankin Road. Sidewalks will be provided on both sides of all streets. Mankin Pointe will offer an open space area along Lees Spring Branch that will include walking trails, a pavilion, and playground for the residents to enjoy and interact with one another. The H.O.A. will maintain the common open spaces and detention facilities located in Mankin Pointe.



LOCATION MAP

NOT TO SCALE



MURFREESBORO WATER AND SEWER DEPARTMENT

Sanitary sewer service will be provided via a STEP system. The STEP system drip fields will be centrally located off the north side of Dilton Mankin Road. The developer will be responsible for constructing the STEP system, while the STEP system will be maintained by Murfreesboro Water and Sewer Department.



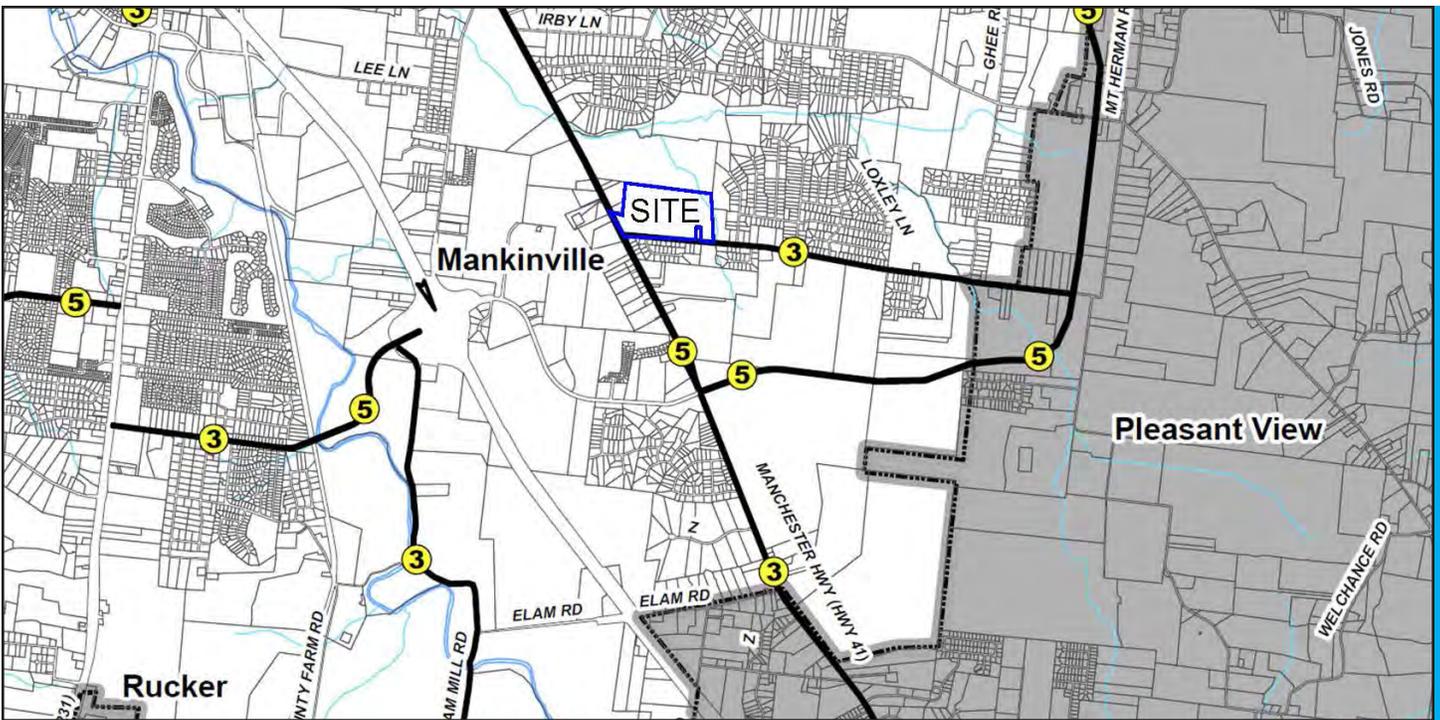
CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY

There are two points of connection for this site for providing water service. There is an existing water line along the western R.O.W. of Manchester Pike for service into the site. There is also a water line along the southern R.O.W. of Dilton Mankin Road. The developer will be responsible for extending the waterline into the site for domestic and fire water service. Water service will be provided by Consolidated Utility District.



MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

Middle Tennessee Electric will be providing electrical service. All electric service will be underground. Currently above-ground electricity is located along the western side of Manchester Pike, and the south side of Dilton Mankin Road.



MAJOR THOROUGHFARE PLAN

NOT TO SCALE



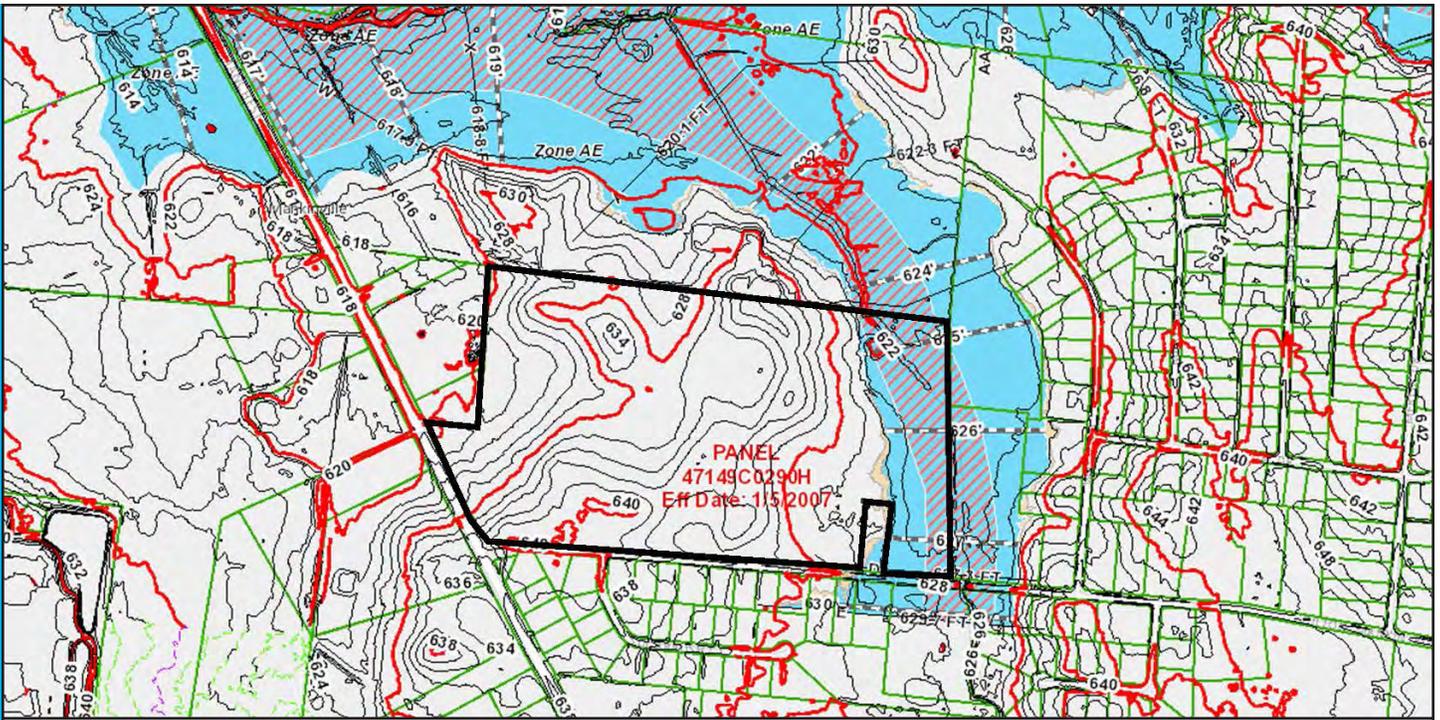
- | | |
|---|------------------------|
| Murfreesboro Urban Growth Boundary | Committed Or Existing |
| Outside Of Murfreesboro Urban Growth Boundary | 2 Lane Roadway |
| | 3 Lane Roadway |
| | 4 Lane Divided Roadway |
| | 5 Lane Roadway |
| | 6 Lane Roadway |
| | 7 Lane Roadway |



CITY OF MURFREESBORO

The property has/will have access to the existing public rights-of-way of along Manchester Pike and Dilton Mankin Road. Both of these roadways are on the Murfreesboro Major Thoroughfare Plan for widening projects in the future. Manchester Pike is a state highway that is planned to be widened to a 5 lane roadway. Currently the roadway is a 2 lane cross-section with paved shoulders and drainage ditches on both sides of the roadway. There is only one intersection along Manchester Pike, which is Dilton Mankin Road. TDOT plans to widen Manchester Pike, and install a signal at this intersection later this year.

Dilton Mankin Road is planned to be widened to a 3 lane roadway. Currently it is a 2 lane cross-section with drainage swales on both sides of the roadway, with no paved shoulders. There is one existing intersection along Dilton-Mankin Road, which is at Sugarbush Court, south of the development. Mankin Pointe will provide a connection to Dilton-Mankin Road to create the south entrance into the neighborhood. This entrance will be just to the west of Bagwell property.

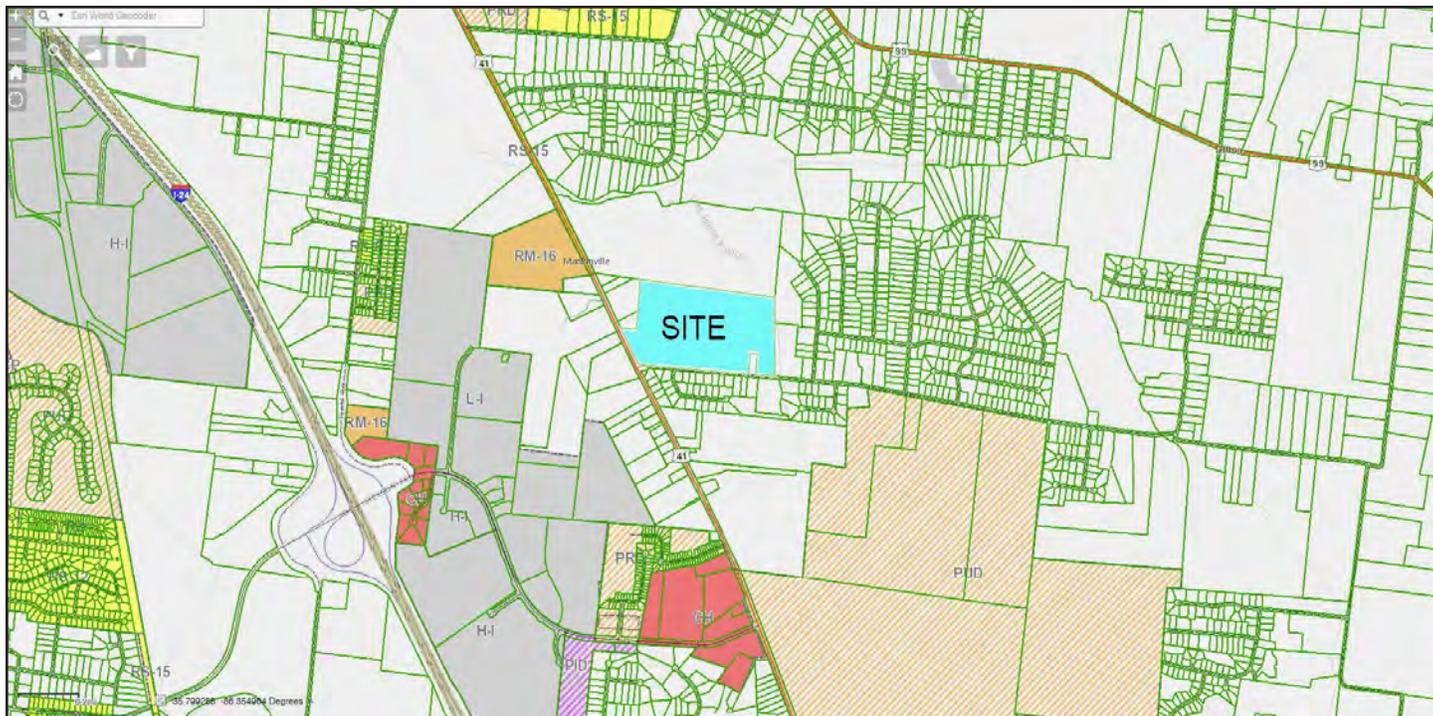


TOPOGRAPHY & FLOODPLAIN MAP

NOT TO SCALE



The existing topography of the site shows a high point that crosses through the center of the property from the intersection of Manchester Pike and Dilton Mankin Road, towards the northeast. The property is divided into two watersheds; one flowing west towards Manchester Pike, and the other flows towards the east and into Lees Spring Branch. Stormwater that is flowing towards the west from the property is eventually collected in the roadside swales along Manchester Pike. This stormwater then travels northwest along the roadway till it discharges into Lytle Creek. The stormwater that flows towards the east, discharges into Lees Spring Branch that generally flows from the south to the north through the north-eastern portion of the site. There is a FEMA floodway and floodplain associated with this section of Lees Spring Branch.



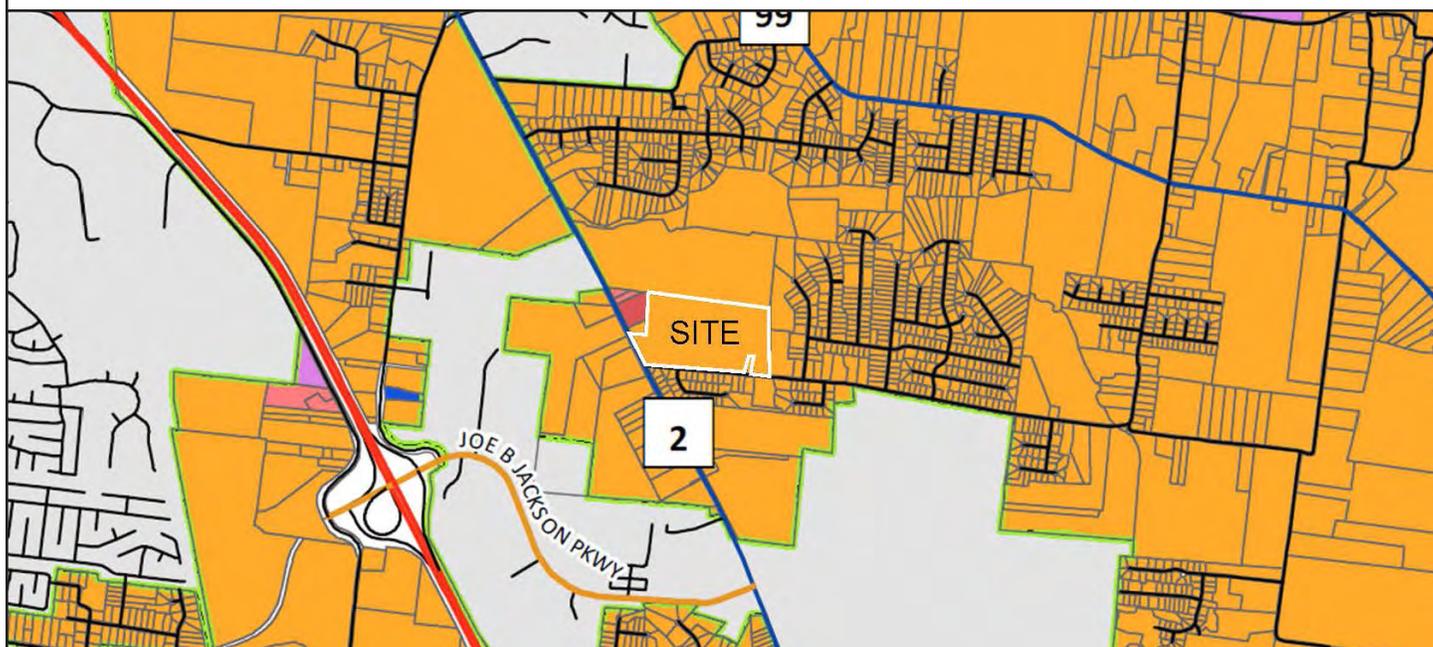
MURFREESBORO ZONING MAP

NOT TO SCALE



The surrounding area consists of Rutherford County Medium Density Residential (RM) zoning. Mankinville Estates and Dilton Corners subdivisions containing single-family detached homes are located along the south side of Dilton Mankin Road. To the east of the site is Watts Farm subdivision with single-family detached homes. To the north is a large tract that has a large single-family house, and horse stables with equestrian facilities. To the west of the site on the opposite side of Manchester Pike are a few large tracts of land with single family detached homes.

There are three commercial properties to the west of the site along Manchester Pike. One of these properties is zoned Commercial Services (CS) in Rutherford County for a construction business. The other two properties are zoned Commercial Neighborhood (CN) in Rutherford County. One of those businesses is Kountry Korner Market and gas station, and the other is Black Fox Veterinary Hospital.



RUTHERFORD COUNTY ZONING MAP



GIS - AERIAL - PHOTO LOCATIONS MAP

NOT TO SCALE



IMAGE 1

VIEW EAST ALONG TREE LINE SEPARATING SINGLE FAMILY RESIDENCE FROM THE SITE.



IMAGE 2

VIEW SOUTHEAST ONTO THE SITE AND EXISTING BUILDINGS TO BE REMOVED DURING CONSTRUCTION.



IMAGE 3

VIEW NORTHWEST ONTO THE SECTION OF THE SITE SURROUNDING A SINGLE FAMILY RESIDENCE.

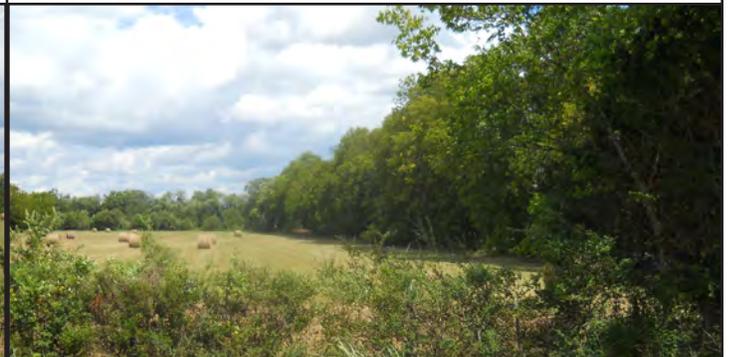


IMAGE 4

VIEW NORTH ONTO THE EXISTING TREE LINE SEPARATING THE SITE FROM LEE SPRING BRANCH AND SINGLE FAMILY RESIDENTIAL.



GIS - AERIAL - PHOTO LOCATIONS MAP

NOT TO SCALE



IMAGE 5

VIEW NORTHWEST ALONG MANCHESTER PIKE WITH THE SITE ON THE RIGHT.



IMAGE 6

VIEW EAST ONTO THE INTERSECTION OF MANCHESTER PIKE AND DILTON MANKIN ROAD.



IMAGE 7

VIEW SOUTH ONTO SUGARBUSH COURT AS IT ENTERS INTO MANKINVILLE ESTATES SUBDIVISION.



IMAGE 8

VIEW WEST ALONG DILTON MANKIN ROAD WITH THE SITE ON THE RIGHT.



GIS - AERIAL - PHOTO LOCATIONS MAP

NOT TO SCALE



IMAGE 9

VIEW NORTHEAST ONTO THE RESIDENTIAL PROPERTY THAT IS ADJACENT TO THE CORNER OF THE SITE THAT CONNECTS TO MANCHESTER PIKE.



IMAGE 10

VIEW SOUTHWEST ONTO RESIDENTIAL PROPERTIES IN MANKINVILLE ESTATES SUBDIVISION THAT FACE THE SOUTHERN SECTION OF THE SITE AND FOLLOW ALONG DILTON MANKIN RD.



IMAGE 11

VIEW NORTH FROM DILTON MANKIN ROAD ONTO SAMUEL BAGWELL PROPERTY THAT IS SURROUNDED BY THE BOUNDARIES OF THE SITE.



IMAGE 12

VIEW NORTHEAST ONTO THE RESIDENTIAL PROPERTY ADJACENT TO THE EASTERN SECTION OF THE SITE.



GIS - AERIAL - PHOTO LOCATIONS MAP

NOT TO SCALE



IMAGE 13

VIEW EAST ONTO CITGO KOUNTY KORNER MARKET.



IMAGE 14

VIEW SOUTHEAST ONTO BLACK FOX VETERINARY HOSPITAL.



IMAGE 15

VIEW SOUTHEAST ONTO COMMERCIAL PROPERTY NEXT TO THE VETERINARY HOSPITAL.



IMAGE 16

VIEW SOUTHEAST ONTO COMMERCIAL PROPERTY NEXT TO THE VETERINARY HOSPITAL



SCALE: 1" = 100'

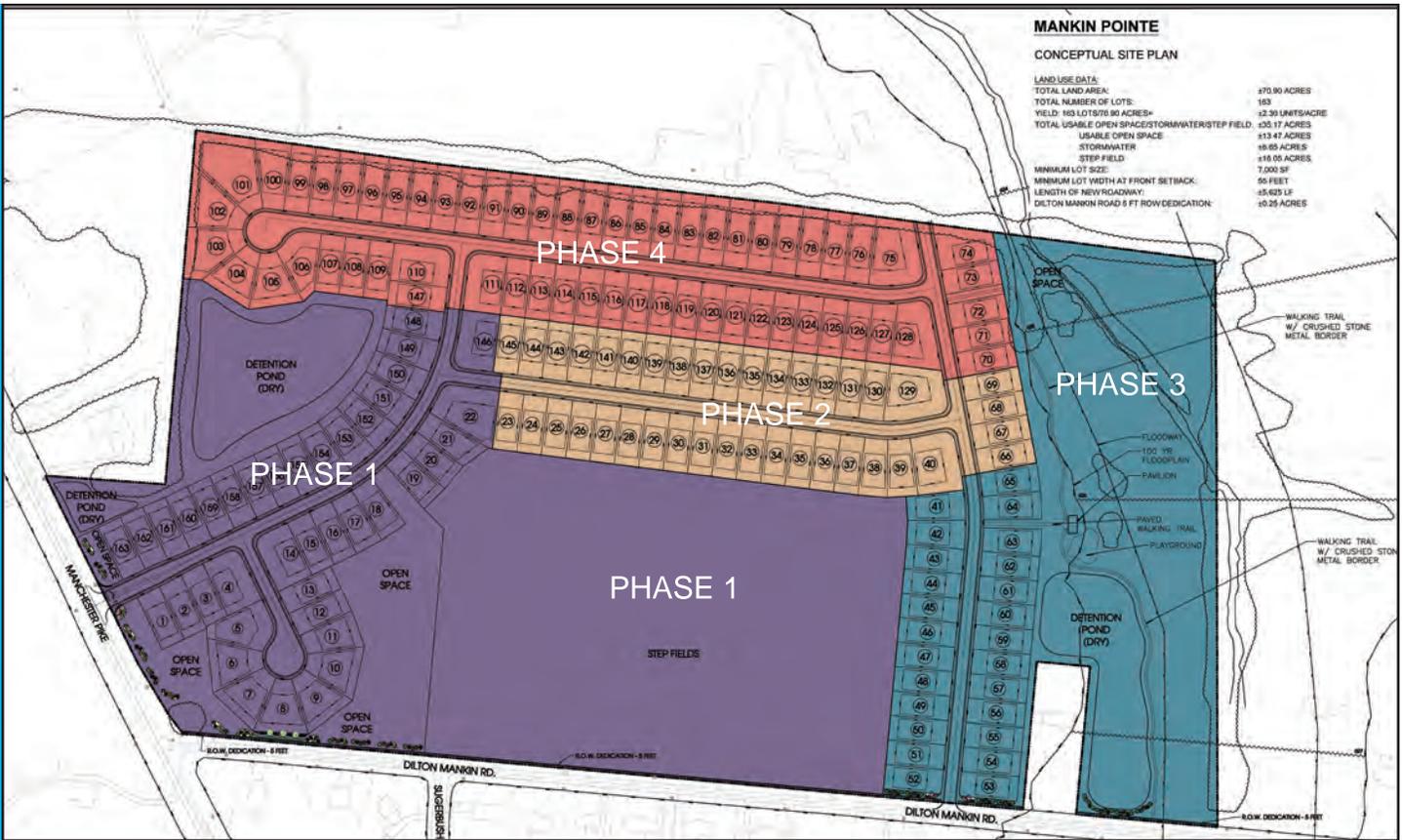
- | | | | | |
|---|---|--|--|---|
|  ROADWAY |  STEP SYSTEM |  OPEN SPACE |  WATERWAY |  PLAYGROUND |
|  EXISTING VEGETATION |  DETENTION POND (DRY) |  LOTS |  PAVILION |  PAVED WALKING TRAIL |

MANKIN POINTE

CONCEPTUAL SITE PLAN

LAND USE DATA:

TOTAL LAND AREA:	±70.90 ACRES
TOTAL NUMBER OF LOTS:	163
YIELD: 163 LOTS/70.90 ACRES=	±2.30 UNITS/ACRE
TOTAL USABLE OPEN SPACE/STORMWATER/STEP FIELD:	±35.17 ACRES
USABLE OPEN SPACE	±13.47 ACRES
STORMWATER	±6.65 ACRES
STEP FIELD	±16.05 ACRES
MINIMUM LOT SIZE:	7,000 SF
MINIMUM LOT WIDTH AT FRONT SETBACK:	55 FEET
LENGTH OF NEW ROADWAY:	±5,625 LF
DILTON MANKIN ROAD 5 FT ROW DEDICATION:	±0.25 ACRES





**EXAMPLE OF ENTRANCE MONUMENT FOR
DILTON MANKIN ROAD ENTRANCE**



**EXAMPLES OF ENTRANCE SIGNAGE FOR
MANCHESTER PIKE ENTRANCE**



EXAMPLE OF STANDARD MTEMc STREET LIGHT



EXAMPLE OF A DECORATIVE MAILBOX

Proposed Mankin Pointe Characteristics:

- 163 single family detached homes with 2 or more bedrooms.
- The homes will range in size from min. 2,000 SF. to 3,000+ SF. of living area.
- Minimum lot size shall be 7,000 sf. with a minimum lot width of 55 feet at the front setback.
- All homes will have 2 car front entry garages
- Front entry garages will have decorative doors and have neutral colors (not white)
- All front entry garages shall be setback a minimum of 35 feet from public R.O.W.
- Each single family lot will provide at least 4 off-street parking spaces per lot (outside of the garage)
- Each lot will have concrete driveways wide enough for 2 vehicles, and have a minimum width of 16 feet
- Builders shall install sod in front yards, as well as landscaping along the front foundation
- Building elevations will consist of 100% brick, stone, and fiber cement siding. A representation of elevation material mixtures are outlined on pages 19-20: Architectural Characteristics.
- All building elevations and materials shall be approved by the developer
- The development will be constructed in 4 phases.
- All streets will be public rights-of-way
- All streets have been designed to comply with Murfreesboro Street Standards
- Sidewalks will be provided on both sides of the all streets throughout the development to create a pedestrian friendly community
- Solid waste service will be provided by the City of Murfreesboro
- All on-site utilities will be underground.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Decorative black mailboxes will help establish community continuity
- Street lights will be standard Middle Tennessee Electric Membership Corporation poles and lights
- The common open spaces will be maintained by an H.O.A.
- Entrance off of Manchester Pike will have new entrance signage constructed of masonry materials and anchored by landscaping, while the entrance off of Dilton Mankin Road will have a stone monument that will be anchored by landscaping.
- All home owners will be required to be a member of the H.O.A.
- HOA will be managed by independent 3rd party management company
- Construction is anticipated to begin within 90-120 days after zoning is completed.

Minimum Building Setbacks:

Front: 35-feet

Side: 5-feet

Rear: 20-feet

Architecture Characteristics:

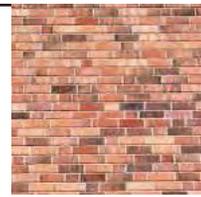
- Building heights shall not exceed 35 feet in height.
- There will be a mixture of 1-story and 2-story homes.
- All homes will have at least 2 bedrooms.
- All the homes will have eaves.
- All homes will have a covered front porch.
- All homes will have an option for a covered porch or open patio area at the rear of the home.

Building Elevation Materials:

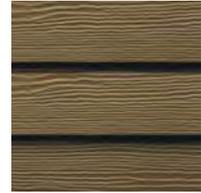
- Permitted exterior building materials on all elevations: brick, stone, and fiber cement siding.
- Soffits, gables, and fascia will consist of aluminum and vinyl.
- Vinyl will not be a permitted exterior building material except in soffits, gables, and fascia.



EXAMPLE OF A FRONT ELEVATION



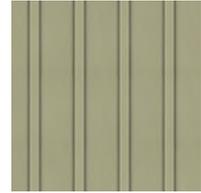
Example of Brick
(different colors will be allowed)



Example of
Cement Fiber Board Siding
(different colors will be allowed)



EXAMPLE OF A FRONT ELEVATION



Example of Cement Fiber Board
and Batten Siding
(different colors, patterns
will be allowed)



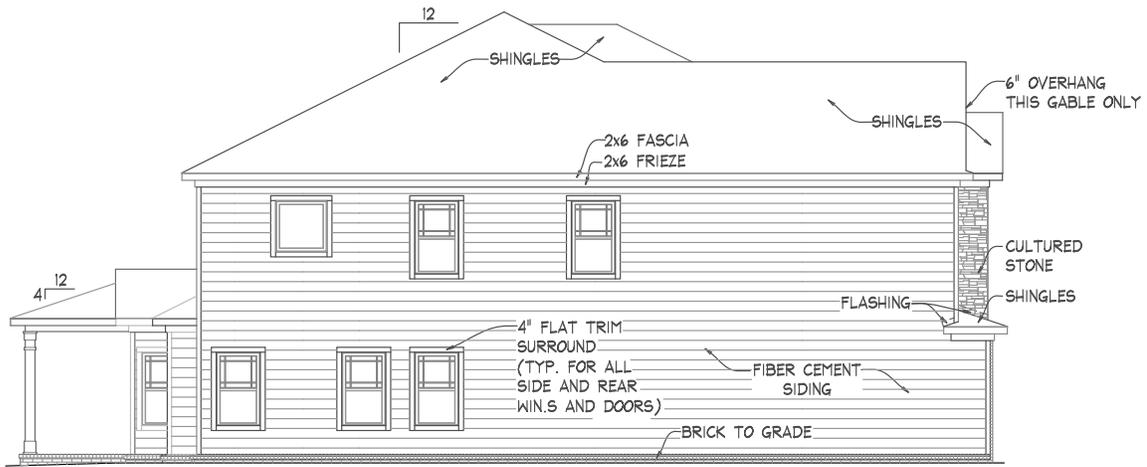
Example of
Cement Fiber Shakes
(different colors, patterns
will be allowed)



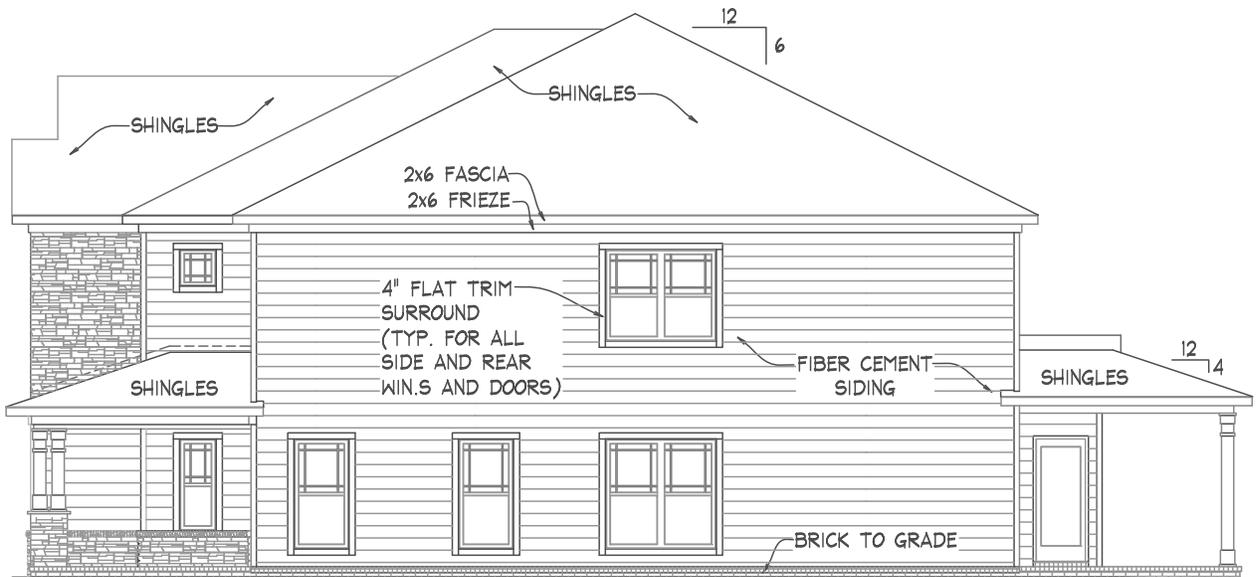
EXAMPLE OF A FRONT ELEVATION



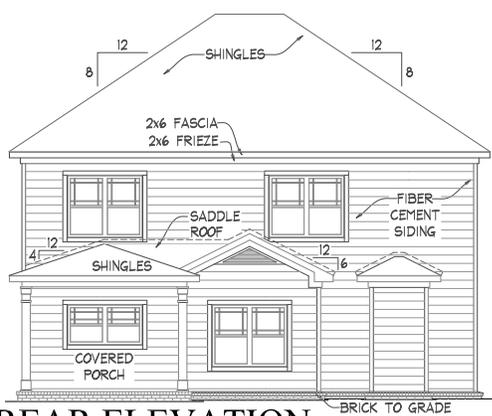
Example of the
Stone Veneer
(different colors, cuts, pat-
terns will be allowed)



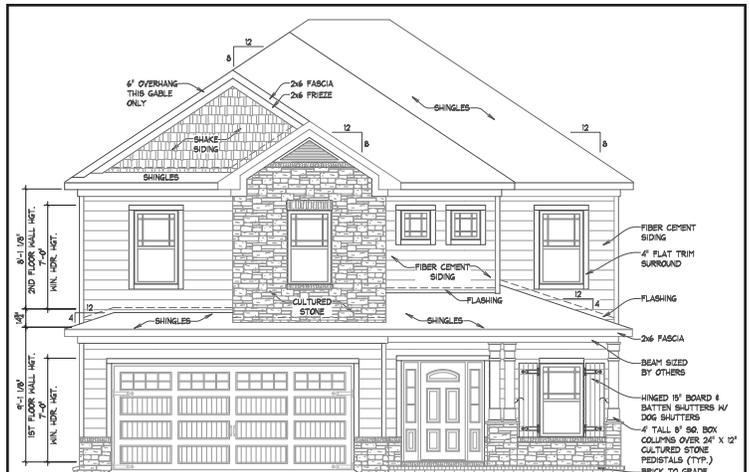
**LEFT SIDE ELEVATION
W/ COVERED REAR PORCH**



**RIGHT SIDE ELEVATION
W/ COVERED REAR PORCH**



**REAR ELEVATION
W/ COVERED REAR PORCH**



FRONT ELEVATION

EXAMPLES OF EXTERIOR ELEVATIONS

With this request, Mankin Pointe will be dedicating over 35 acres (roughly 49% of the site) to open space. This open space area is comprised of usable open space, detention areas, and the STEP system drip field. Usable open space accounts for over 13 acres for amenities such as; walking trails, community pavillion, a playground area, and landscaped areas at the entrances. The Manchester Pike entrance area will incorporate masonry signage and will be anchored with landscaping. The Dilton Mankin entrance will incorporate a masonry monument that will be anchored with landscaping. The open space that stretches between the Manchester Pike entrance to the STEP field along Manchester Pike and Dilton Mankin Road will be used as a passive open space. This open space along these existing thoroughfares will incorporate landscape elements to create a front yard appearance. This landscape treatment will also function as a visual break from any potential fences that may be installed on private lots that back up to these main roadways.

The main amenity will be the open space area around Lees Spring Branch. A paved trail will lead residents back to the pavillion from the trailhead in the cul-de-sac. An aggregate walking trail will stretch from the pavillion towards the northern trailhead, and to the southern trailhead at Dilton Mankin Road. These three trailheads will provide residents of the area access to the community pavillion and playground. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. The construction of these amenities will take place during construction of Phase 3 of the neighborhood.

The residents of Mankin Pointe will be required to be members of an H.O.A. As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.



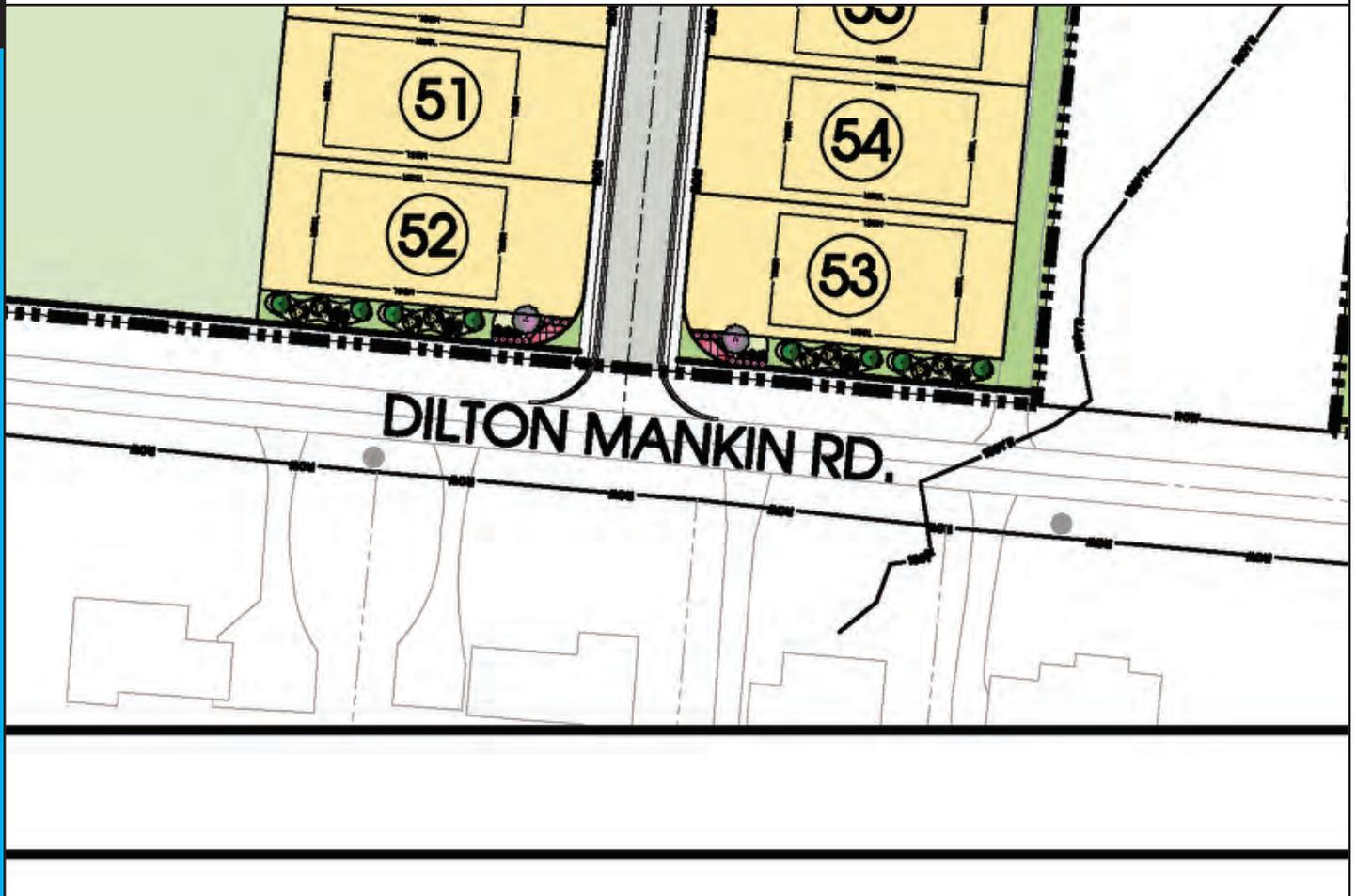
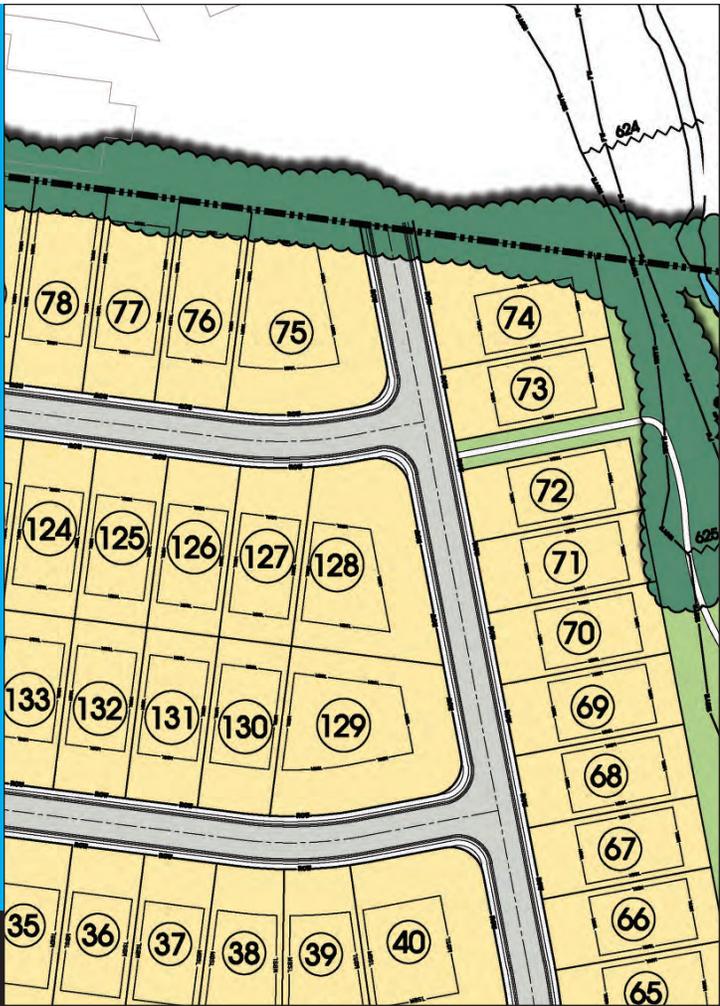
PLAYGROUND EXAMPLE



AGGREGATE TRAIL EXAMPLE



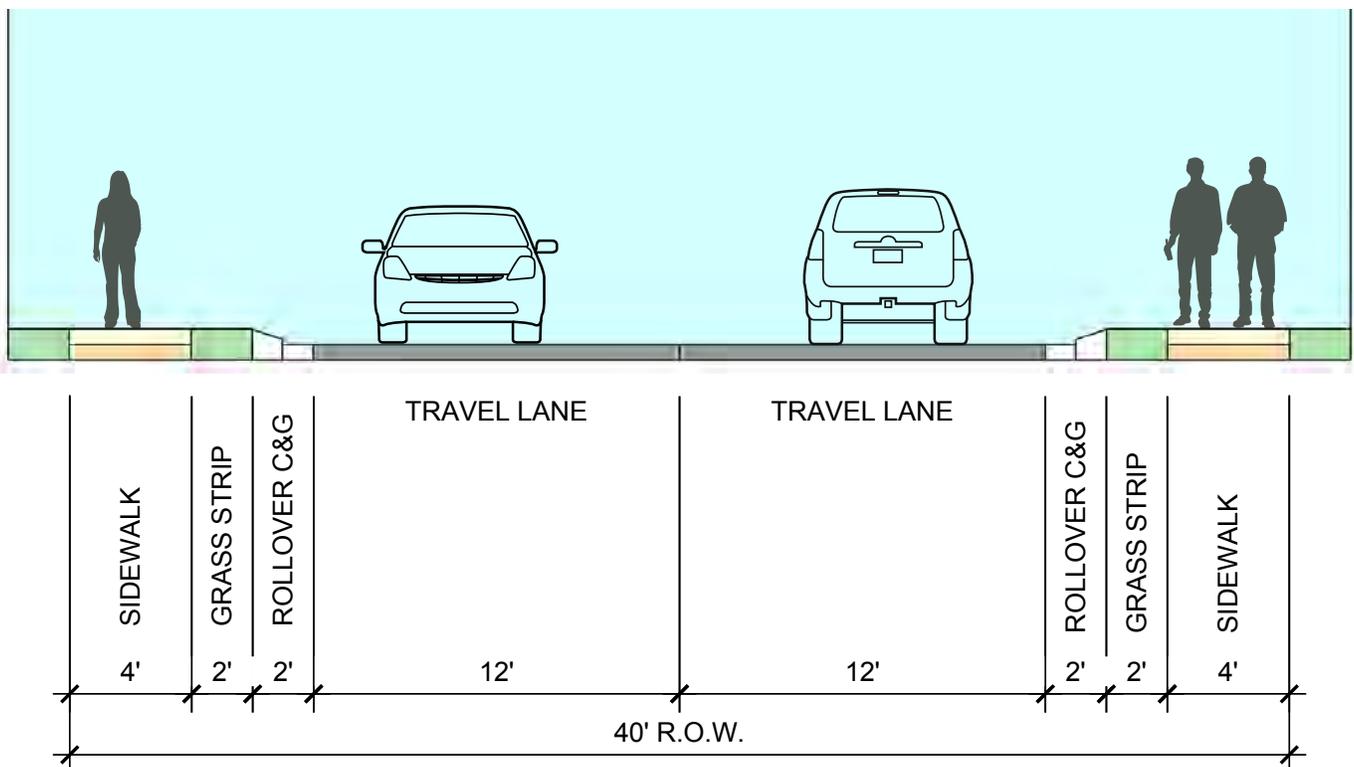
PAVILION EXAMPLE

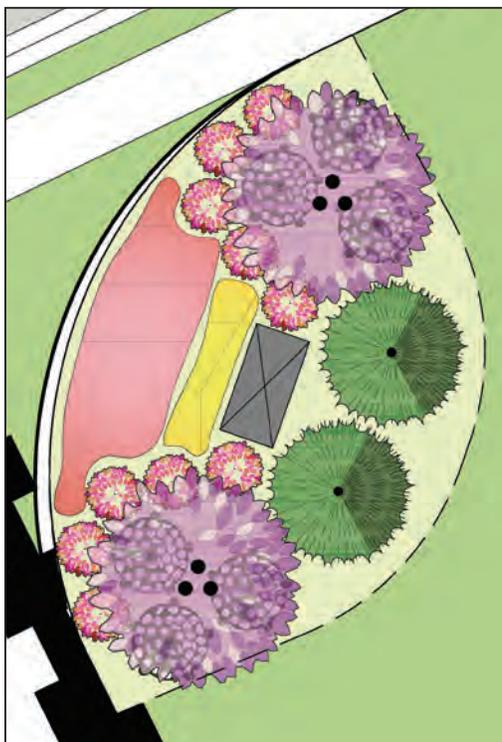


Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. However, Manchester Pike and Dilton Mankin Road that Mankin Pointe accesses onto are on the MTP. Manchester Pike is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 2 lane cross-section with paved shoulders and drainage ditches on both sides of the roadway. It will be built out to the 5 lane cross-section as recommended by the Major Thoroughfare Plan. In the future, Dilton Mankin Road is planned to be widened to a 3 lane roadway. Currently it is a 2 lane cross-section with drainage swales on both sides of the roadway, with no paved shoulders. Mankin Pointe will dedicate required R.O.W. necessary for the widening projects as well as implement the improvements as required by the Traffic Impact Study and the City Engineer.

As stated above, the primary means of ingress/egress from this site will be onto Manchester Pike. The majority of the developments vehicular traffic will enter and exit the development until the connection is made to Dilton Mankin Road. The entrance is proposed to incorporate three travel lanes, as well as reserve adequate right-of-way to provide for a potential future 4th traffic lane for proper circulation into and out of the development onto Manchester Pike. As the graphic on the previous page illustrates, there will be a dedicated left and right out of the neighborhood, as well as single lane for traffic entering the development. The secondary means of ingress/egress from the development will be roadway connection to Dilton Mankin Road along the southern boundary. This entrance is proposed to have three travel lanes similar to the main entrance. The other possible means of ingress/egress will be a stub street to the property to the north. There are no plans for development on the adjacent property at this time, but if development ever did occur, the opportunity for connectivity will be present.

All streets within Mankin Pointe will be local streets with a typical 40 foot R.O.W. cross-section. These streets will be built in accordance with the Murfreesboro Street Standards.

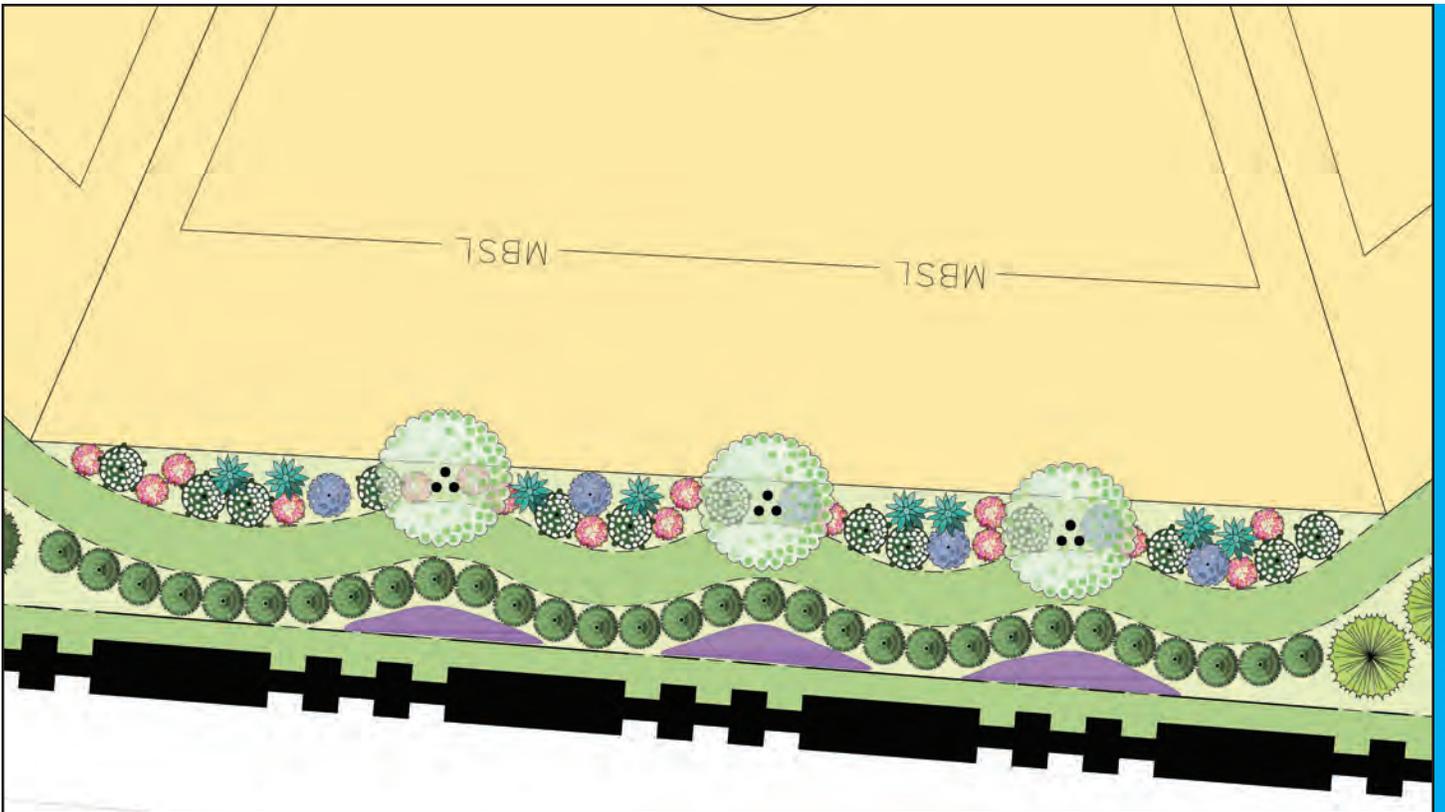




A1 - MANCHESTER PIKE
ENTRANCE SIGN PLANTING



A2 - DILTON MANKIN ROAD ENTRANCE
MONUMENT PLANTING



A3 - NATURAL THROUGHWAY CONNECTING EACH OPEN SPACE

LANDSCAPE MATERIALS



EXAMPLES OF EVERGREEN PLANTING MATERIAL



This open space, on the corner of Manchester Pike and Dilton Mankin Rd., creates an aesthetic front door into the neighborhood. The landscape examples on these two pages illustrate the conceptual intent for this open space. This open space is intended to function as an amenity for the residents, while lessening the visual impact of potential residential fences along the rear lot lines backing up to the previously-mentioned roadways.



EXAMPLES OF DECIDUOUS PLANTING MATERIAL

1.) A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

Response: An exhibit is given on Page 4 along with descriptions of each.

2.) A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

Response: Exhibits are shown on Page 6 that shows the existing contours and drainage patterns along with an aerial photograph of the area. A portion of the property is subject to floodplains or floodways, and the site ultimately drains to Lytle Creek.

3.) A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

Response: Exhibits and photographs on Page 3 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 7 gives the zoning of those same properties.

4.) A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

5.) A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: The attached 11x17 page lists standards and exhibits showing the concept plan which shows each of these items.

6.) A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	3,149,388 s.f.
TOTAL MAXIMUM FLOOR AREA	423,800 s.f.
TOTAL LOT AREA	1,309,725 s.f.
TOTAL BUILDING COVERAGE	358,600 s.f.
TOTAL DRIVE/ PARKING AREA	249,576 s.f.
TOTAL RIGHT-OF-WAY	243,052 s.f.
TOTAL LIVABLE SPACE	701,549 s.f.
TOTAL OPEN SPACE	2,547,736 s.f.
FLOOR AREA RATIO (F.A.R.)	0.13
LIVABILITY SPACE RATIO (L.S.R.)	1.66
OPEN SPACE RATIO (O.S.R.)	6.01

7.) A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

Response: The property is currently zoned RM. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

8.) If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

Response: The project is anticipated to be developed in four phases. Phasing information is described on Page 16.

9.) Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

Response: This requirement has been addressed on Page 21.

10.) A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: The applicant is requesting the following exceptions with this PRD.

SETBACKS	RS-15	PRD	DIFFERENCE
Front Setback	40.0'	35.0'	5.0'
Side Setback	12.5'	5.0'	7.5'
Rear Setback	30.0'	20.0'	10.0'
Minimum Lot Size	15,000 s.f.	7,000 s.f.	8,000 s.f.
Minimum Lot Width	75'	55'	20'

11.) The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0290H Eff. Date 01/05/2007.

12.) The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

Response: Pages 5 & 23 discusses the Major Thoroughfare Plan. Manchester Pike is planned to be improved to a 5-lane roadway, and Dilton Mankin Road is planned to be improved to a 3-lane roadway.

13.) The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Ole South Properties, Inc. contact info for both is provided on cover.

14.) Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

Response: Page 19 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

15.) If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 17 and a description is on Page 21.

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linear feet of Dilton Mankin right-of-way. The total study area, including right-of-way, is 77.1 acres.

Staff had prepared a plan of services, which had been included with the agenda packet. It indicates that the City would be able to provide services to the subject property if annexed. The developer had filed a request to have the property zoned PRD (Planned Residential District) simultaneous with annexation. It should be noted that, if the annexation and zoning for this property are both approved, the proposed subdivision would be the first development with a STEP (Septic Tank Effluent Pumping) system since the City Council approved allowing STEP systems in the City as an alternative to sanitary sewer. This would allow a greater density with a STEP system instead of being developed with septic tanks.

Chairman Bob Lamb opened the public hearing.

Ms. Emily Kelley-Watts Farm – requested for Dilton Mankin Road be improved with the installation of the new traffic signals at Manchester Highway. This area has had several traffic accidents due to the high volume of traffic during peak hours.

Chairman Bob Lamb closed the public hearing.

Mr. Eddie Smotherman commented, there would be road improvements to Manchester Highway and Dilton Mankin Road with this development. The road improvements would dramatically improve the traffic within this area.

Mr. Eddie Smotherman made a motion to approve the Annexation Plan of Services and annexation petition subject to all staff comments, seconded by Ms. Kathy Jones. The motion carried by unanimous vote in favor.

Zoning application [2016-447] for approximately 77.1 acres located along Manchester Pike & Dilton Mankin Road to be zoned PRD (Mankin Pointe) simultaneous with annexation, Ole South Properties Inc. applicant. Mr. Matthew Blomeley began by describing the subject

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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. (The 6.2 acres of right-of-way included in the annexation brings the total to 77.1 acres.) The applicant has requested a zoning classification of PRD (Planned Residential District) simultaneous with annexation.

The proposed PRD, called Mankin Pointe, would allow 163 single-family residential detached lots with a minimum lot size of 7,000 square-feet. It should be noted that this would be the first development on a STEP (Septic Tank Effluent Pumping) system since the City Council approved allowing STEP systems in the City as an alternative to sanitary sewer. A significant portion of the tract will be devoted to the STEP fields. Because of this, as well as the amount of the property that is encumbered by the floodway of Lees Spring Branch, the overall proposed density is 2.3 units per acre. The development includes a main access point off of Manchester Pike and a secondary access point off of Dilton Mankin Road. Amenities would include the landscaping of the common area at the southwest corner of the site as well as a pavilion, playground, and walking trail toward the east side of the property adjacent to Lees Spring Branch. The houses would each contain a minimum of 2,000 square-feet of living area and a 2-car garage. The exterior building materials would consist of brick, stone, and fiber cement siding. Vinyl would only be permitted in the gables, soffit, and fascia. Additional details regarding the development plan can be found in the PRD program book, which has been included with the agenda package.

Directly to the south of the subject property is the Mankinville Estates single-family residential subdivision, which is located in the unincorporated County. To the east of the subject property is Lees Spring Branch and its floodway, as well as the Watts Lane single-family residential subdivision, which is also located in the unincorporated County. To the north of the subject property, along Manchester Pike, are several commercial uses in the unincorporated County,

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including a gas station/convenience market and a contracting business. Also to the north in the unincorporated County is a large tract that contains a single-family residence and what appears to be a horse farm. Across Manchester Pike are several single-family residential estate tracts located in the unincorporated County.

A neighborhood meeting regarding this zoning request was held on September 19th at Black Fox Elementary School. Approximately 25 neighbors were in attendance, many of whom had concerns related to traffic. In response to their concerns, the plan has been revised to shift the Dilton Mankin Road entrance further to the east in order to gain additional separation from the Manchester Pike intersection and so it is no longer across the street from the existing Sugarbush Court.

Mr. Matt Taylor and Mr. Dan Bobo were in attendance to represent the applicant. Mr. Taylor came forward to begin a power point presentation from the applicant's program book for the zoning request. Mr. Taylor explained Mankin Pointe Subdivision would include the following:

- 163, one & two story craftsman style homes ranging in size from 2,000 to 3,000 square feet
- Minimum lot size 7,000 square feet
- Two car front entry decorative door garage with four car parking outside of garage
- Public streets with sidewalks on both sides of the street
- Underground utilities
- First STEP system in the City of Murfreesboro
- A total of 34-acre used for 12.97-acre usable open space, 8.07 acres stormwater and 12.98 acres STEP field
- Decorative mail boxes
- Develop outside of the 100-year flood plain

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 5, 2016

- Architecture and building materials would be similar as existing neighborhood Puckett Station
- Amenities include a playground, pavilion, walking trail and good pedestrian access
- Two primary access points – one along Manchester Highway & second along Dilton Mankin Road
- TDOT has plans for traffic signalization along Manchester Highway and Dilton Mankin Road. TDOT plans are anticipated to begin early 2017. The signalization would occur way before any construction begins for this development.
- A complete Traffic Study has been submitted for Staff to review and approve.
- Per the request from the area residents the applicant has relocated the access point off of Dilton Mankin Road to the far east of this project.
- Per Staff's request the applicant has provided a stub street on the north side of this property.
- Last, Mr. Taylor explained all road improvements would be included with this development along Manchester Highway and Dilton Mankin Road.

Mr. Doug Young wanted to know if all road improvements would be completed before the construction of the first home. Mr. Taylor answered, yes. The first phase with infrastructure could occur Spring 2017 with the first resident living there early 2018. They anticipate for this development to be built out within four to seven years with this number of lots.

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. Ken Halliburton made a motion to approve the zoning 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 [2016-516] for approximately 21.5 acres located along West Thompson Lane, Diane & Grant Kelley applicants. Ms. Margaret

ORDINANCE 16-OZ-55 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 5.7 acres along Osborne Lane from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District and to rezone approximately 0.6 acres from General Office (OG) District to Commercial Fringe (CF) District; Chuck Barnes, applicant [2016-431].

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

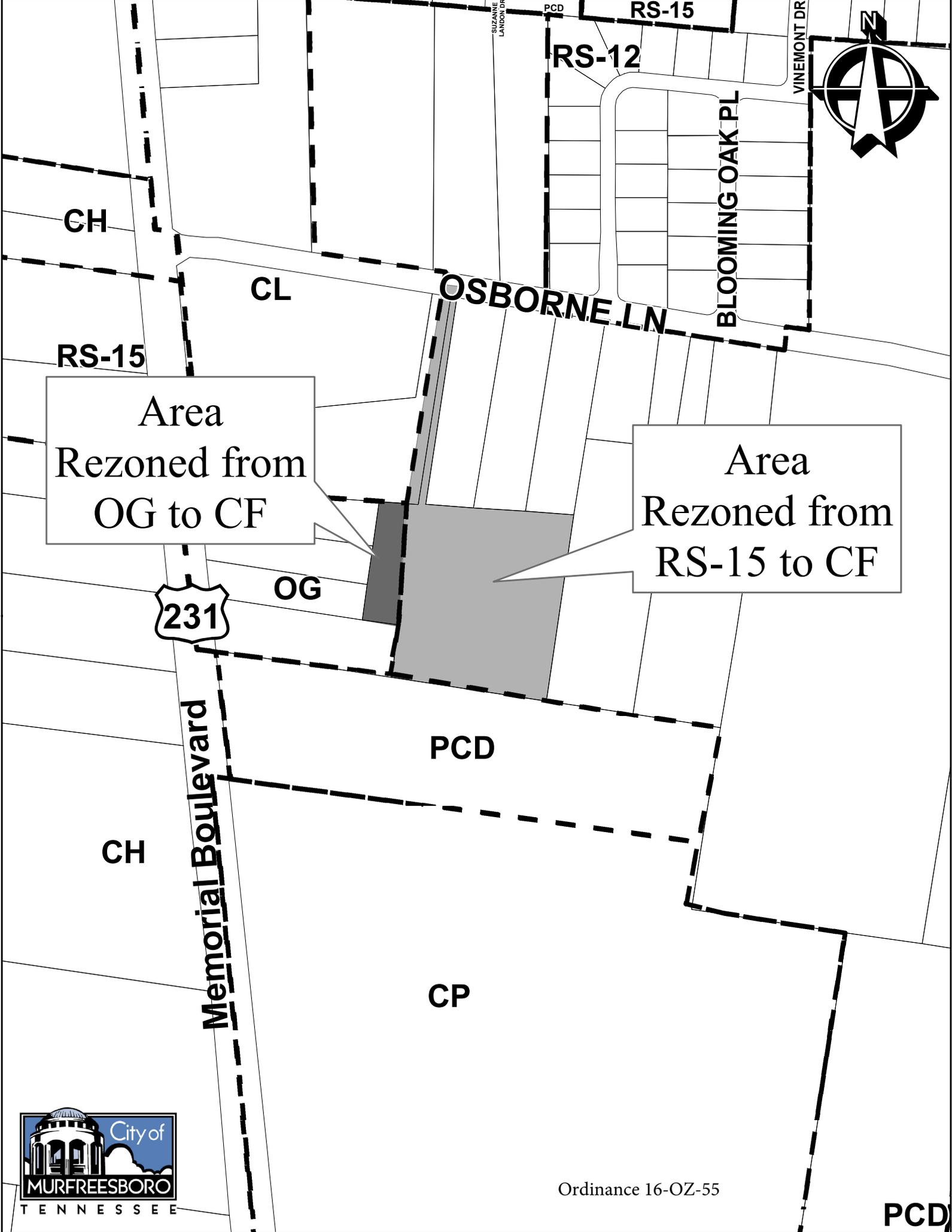
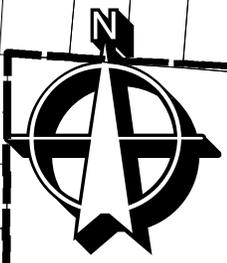
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



Area
Rezoned from
OG to CF

Area
Rezoned from
RS-15 to CF



Ordinance 16-OZ-55

PCD

RESOLUTION 16-R-PS-51 to adopt a Plan of Services for approximately 21.5 acres along West Thompson Lane, Diane and Grant Kelley, applicants. [2016-516]

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 December 1, 2016, pursuant to a Resolution passed and adopted by the City Council on October 13, 2016, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on November 14, 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-51**, 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



Murfreesboro
City Limits

Area to be
Annexed

NORTHBORO CT

W THOMPSON LN

COBBLEFIELD AVE

TURTLE ROCK CT

Siegel
Middle
School 

Siegel
High
School 

Resolution 16-R-PS-51

MANTES ST

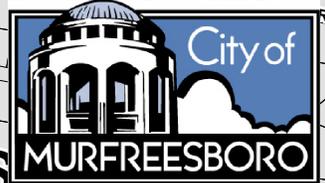
BISHOP ST

TURRET WAY

BARON CT

MOI

KING



MAJES

WINDSOR GREEN DR

PARK HILL
RD

SIEGEL RD

**ANNEXATION REPORT FOR PROPERTY LOCATED AT
424 WEST THOMPSON LANE
INCLUDING PLAN OF SERVICES**



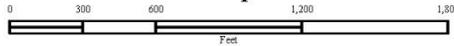
**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
October 5, 2016**



AREA

City Limits

**Annexation Request for Property Along
W. Thompson Ln.**



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



Path: G:\planning\annex424WThompsonLnortho.mxd

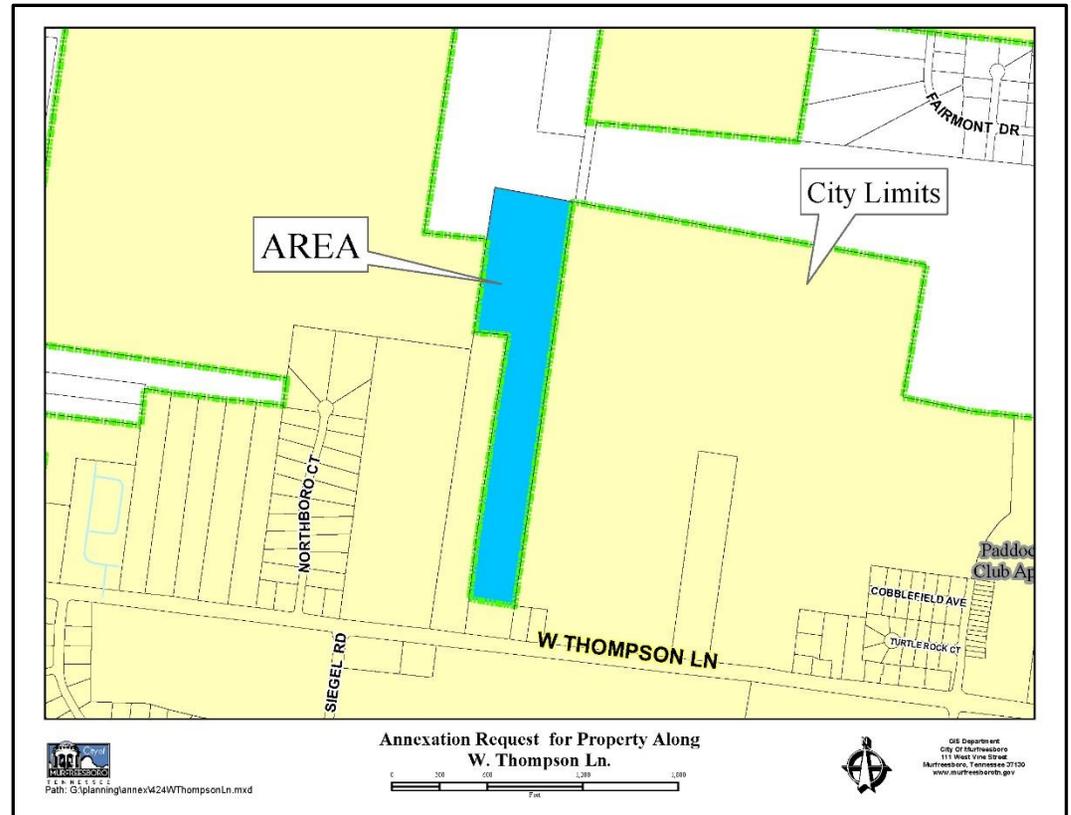
INTRODUCTION

OVERVIEW

The applicants, Diane and Grant Kelley, have requested annexation of property located along the north side of West Thompson Lane.

The area studied in this Plan of Services includes a 21.5-acre portion of a 23-acre property (Tax Map 058, Parcel 80.00). The remaining 1.5-acre portion of the subject parcel was annexed into the City of Murfreesboro in 1987.

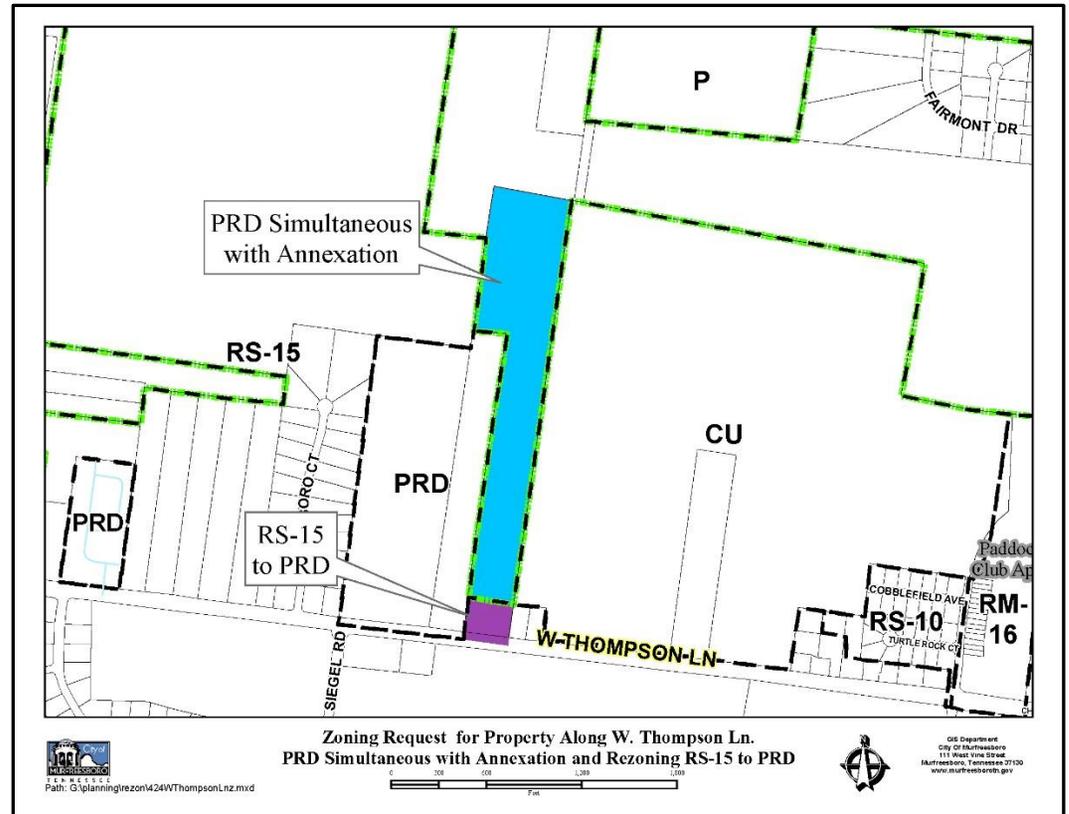
The study lies within the City of Murfreesboro's Urban Growth Boundary and adjoins the City on the east, south, and west. Adjacent areas to the north lie within the unincorporated County.



CITY ZONING

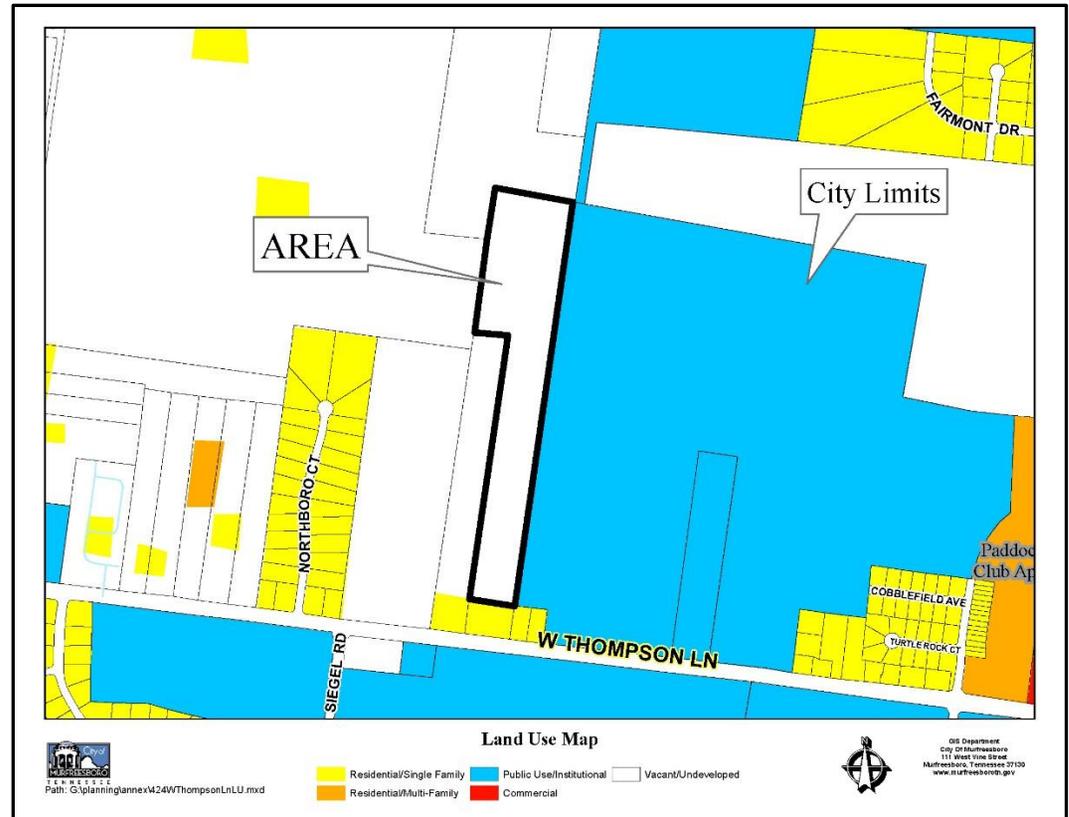
The applicants have requested rezoning to PRD (Planned Residential District) for the study area simultaneous with annexation. The study area is presently zoned RM (Residential – Medium Density) in the County. Additionally, the applicants have requested that the 1.5-acre portion of the subject property already located within the City be rezoned from RS-15 (Single-Family Residential) to PRD.

The adjacent property to the west of the study area is zoned PRD and is the future location of an approved residential subdivision consisting of 31 single-family homes and 130 townhomes. Adjacent properties to the northwest and south are zoned RS-15. The adjoining property to the east is zoned CU (College and University District). Adjacent properties to the north of the study area lie within the unincorporated County and are zoned RM.



PRESENT AND SURROUNDING LAND USE

The 21.5-acre study area is part of a larger 23-acre property that presently includes one single-family residential dwelling and several detached accessory structures. Single-family residential dwellings are also present on adjacent lots to the north, southeast, and southwest. Tennessee Miller Coliseum, an arena owned by Middle Tennessee State University, lies to the east of the study area. Siegel High School and its associated athletic fields are located along the south side of West Thompson Lane. Other nearby land uses include the Northboro residential subdivision to the west, the Bluffview residential subdivision to the east, and Siegel Middle School to the southeast.



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
Kelley Diane L et vir Grant	21.54	\$41,000	N/A	\$10,250	\$130.21

These figures are for the property in its current state. The study area will be developed with 112 single-family homes.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2016-2017 per capita state revenue estimates for the City of Murfreesboro once the development is built out. The study area will be developed with 112 single-family homes.

Table II
Per Capita State Revenue Estimates

General Fund	Per Capita Amount
State Sales Tax	\$70.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.05
Gross Receipts (TVA in-lieu taxes)	\$11.00
<i>Total General Revenue Per Capita</i>	\$83.55
State Street Aid Funds	Per Capita Amount
Gasoline and Motor Fuel Taxes	\$25.91
<i>Total Per Capita (General and State Street Aid Funds)</i>	\$109.46
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit with maximum density of 112 units)	\$31,629.56

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place.

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 #6.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department's (MED) service boundary and is currently served by MED. Any new electrical infrastructure installed to serve the proposed development will be required to adhere to MED standards.

STREET LIGHTING

MED presently maintains street lighting along West Thompson Lane. Additional street lighting will be installed on the property if any future development on the property includes public streets.

STREETS AND ACCESS

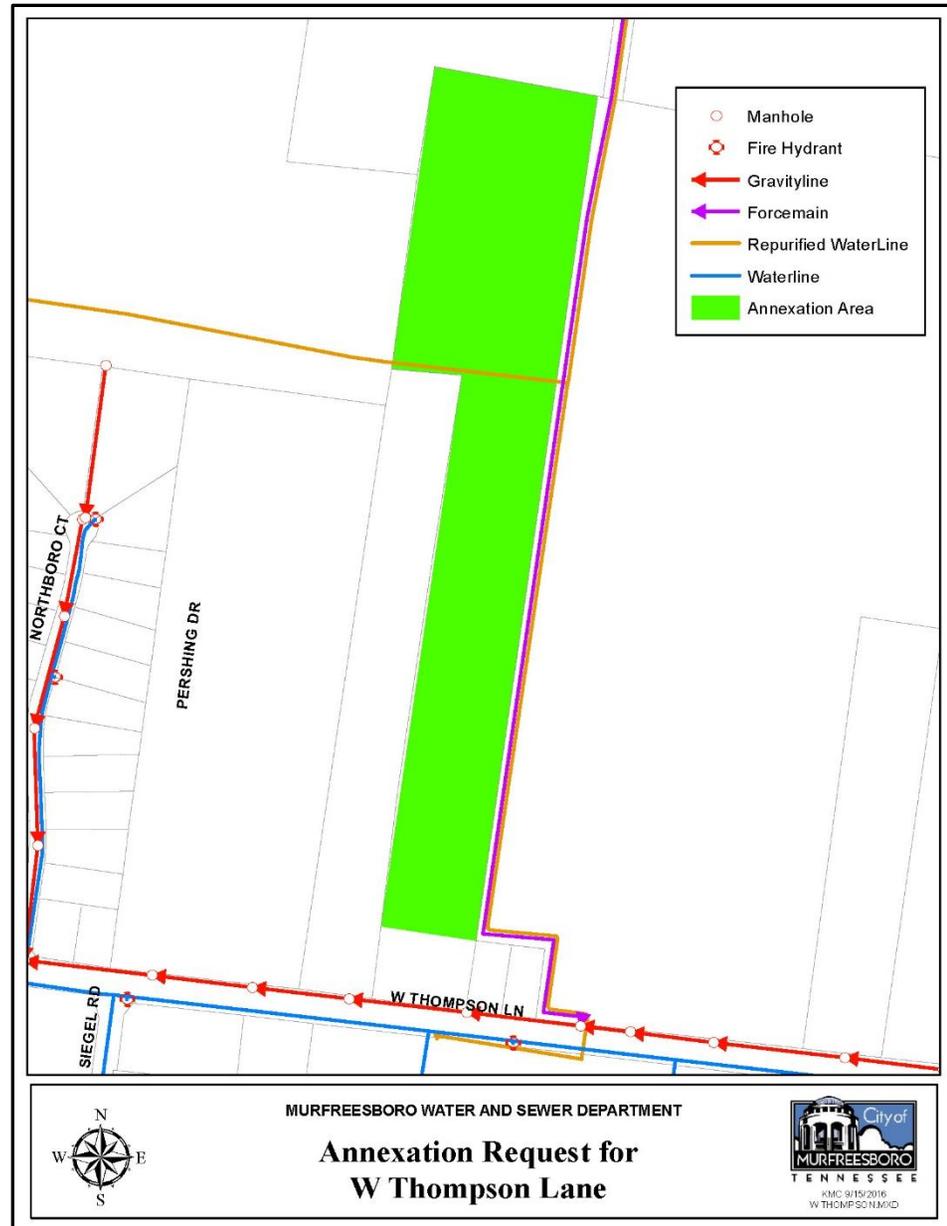
The study area currently has access to West Thompson Lane, a major arterial, on the south. West Thompson Lane is on the City's Major Thoroughfare Plan for improvement to a five-lane curb-and-gutter roadway. In addition, the study area is bordered on the east by a proposed north-south connector between Cherry Lane and West Thompson Lane; the connector is shown on the applicant's PRD proposal. Development of the study area should comply with the Major Thoroughfare Plan for dedication of right-of-way and participation in the construction of recommended improvements. Any future public roadway facilities serving the study area must be constructed to City standards.

WATER SERVICE

Water service will be provided to the study area by either the Murfreesboro Water and Sewer Department (MWSD) or Consolidated Utility District (CUD). MWSD maintains an existing 20-inch water main along the south side of West Thompson Lane, while CUD maintains a 24-inch water main across the northern portion of the study area. The MWSD and CUD Boards and Staff will work with the applicant to determine the appropriate provider for the study area. Any new water line development must be done in accordance with MWSD's and/or CUD's development policies and procedures.

REPURIFIED WATER

Repurified water is currently available to serve the subject property, per MWSD's definition of "available." An existing 24-inch repurified water main located along the east side of the study area may be extended into the study area for irrigation. All main line extensions must be done in accordance with MWSD's development policies and procedures. The orange lines on the adjacent map represent existing repurified water lines.

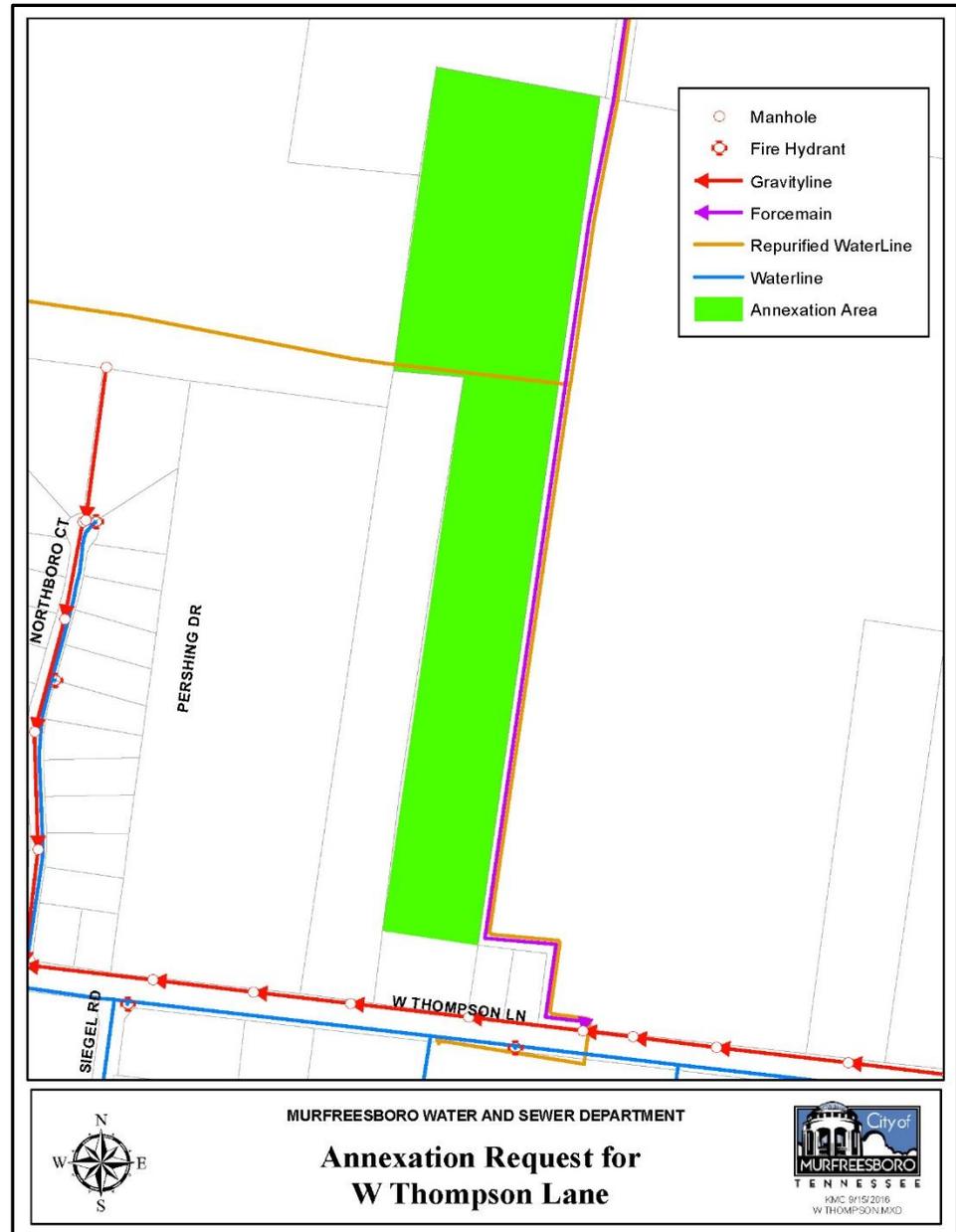


SANITARY SEWER SERVICE

Sanitary sewer is currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available." MWSD presently serves the existing house on the subject property. Sewer service to the remainder of the study area will be provided from an existing 18-inch sewer main located along the north side of West Thompson Lane. The applicant's design engineer must verify which portion of the property can be served by gravity and which portion will require grinder pumps; these findings must be reported to MWSD as soon as possible.

All sewer main improvements and easements needed to serve the subject property are to be installed and acquired respectively by the developer in accordance with MWSD's development policies and procedures.

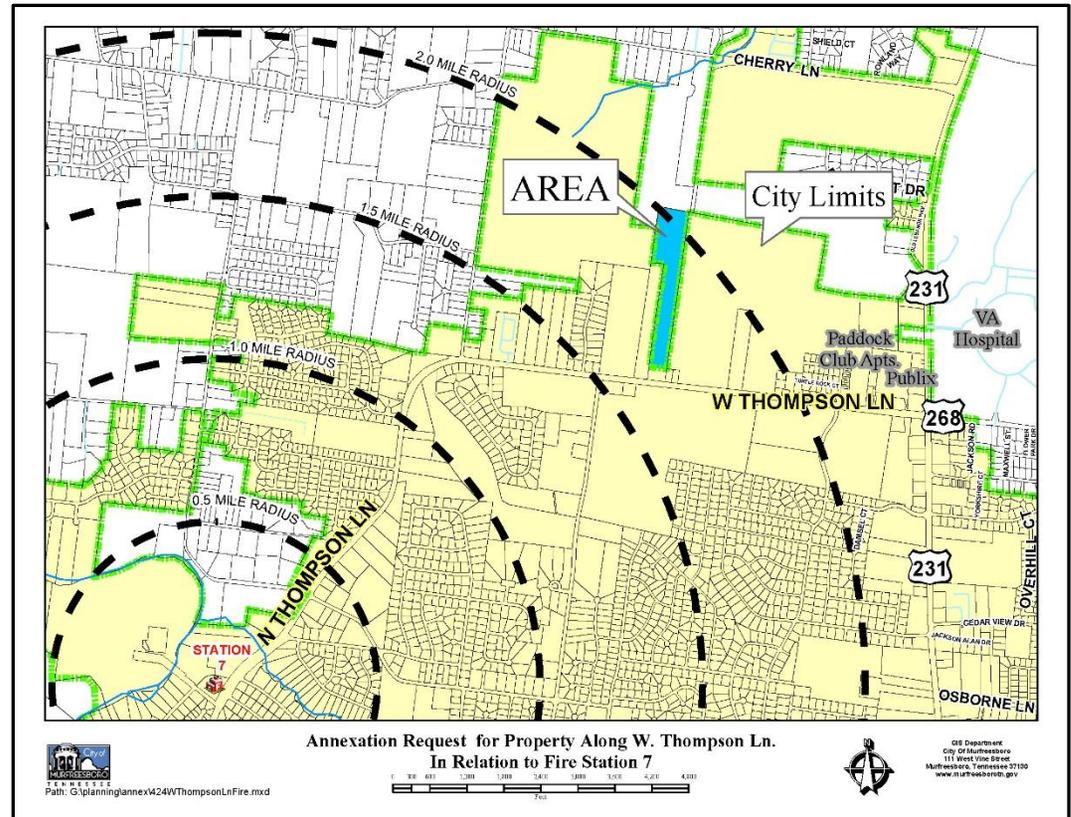
The red lines on the adjacent map represent existing sewer lines.



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 #7, located at 2715 North Thompson Lane, 1.8 miles from the study area. Fire Station #6, located at 2302 Memorial Boulevard, is 2.5 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 Friday.

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 Erma Siegel Elementary school zone.

GEOGRAPHIC INFORMATION SYSTEMS

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

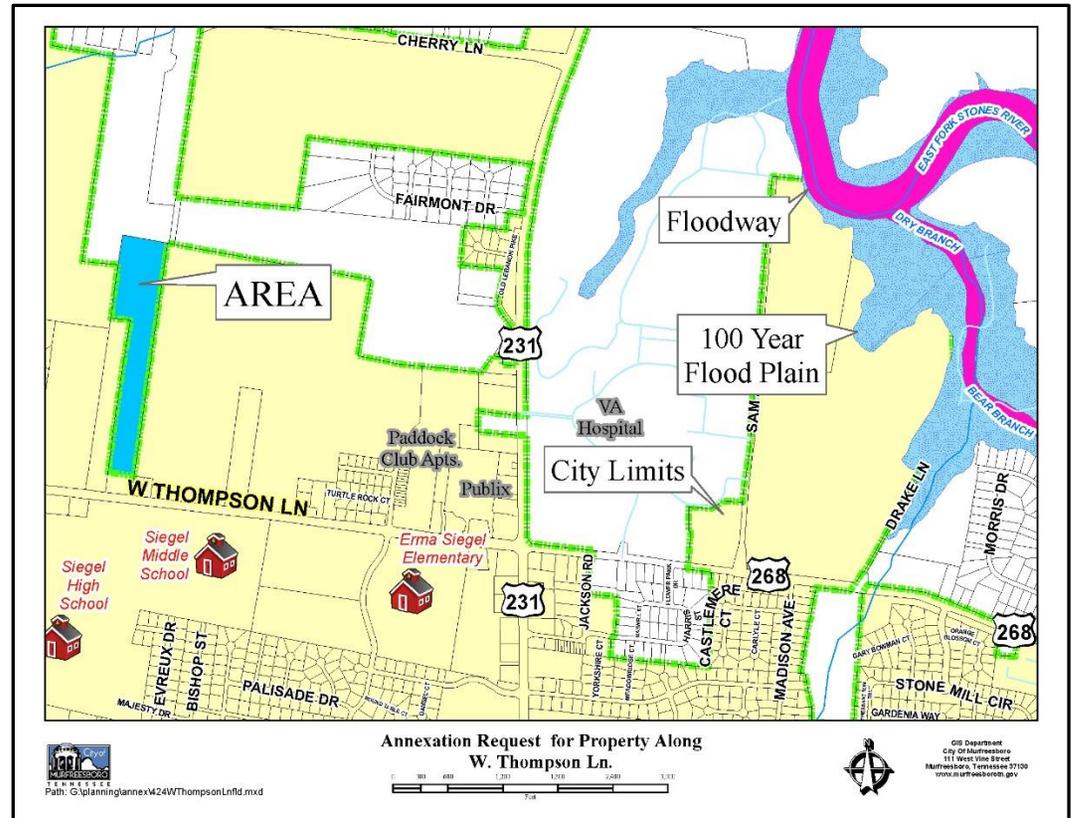
PLANNING, ENGINEERING, AND ZONING SERVICES

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

FLOODWAY

The study area is not 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 yellow and the 100-year floodplain boundary in blue.

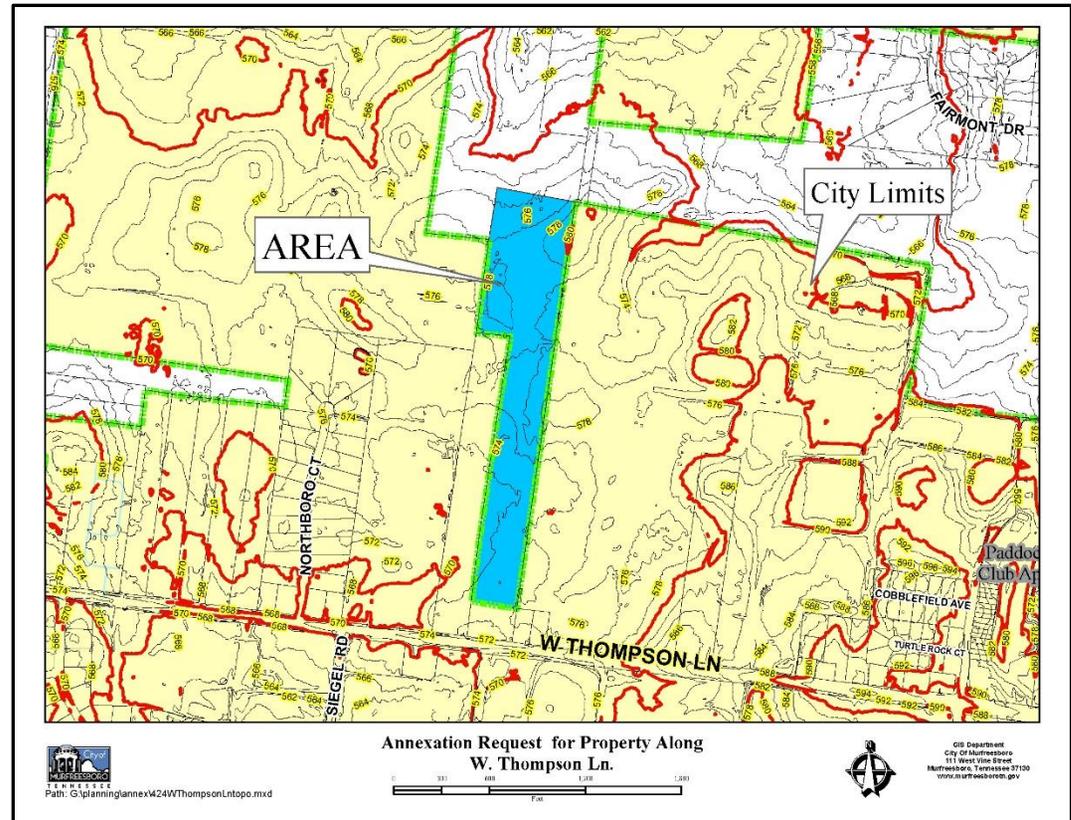


DRAINAGE

The southern half of the study area drains well to the west, while the northern portion of the study area drains to neighboring properties to the north and east. Any future development should address the Hoopers Bottom Management Plan criteria for mitigating runoff volume above that generated by low-density residential uses.

No existing public drainage facilities are included in the study area. However, the study area has access to the existing public drainage system on West Thompson Lane. 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 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 \$4,325 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-51 to annex approximately 21.5 acres along West Thompson Lane, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Diane and Grant Kelley, applicants. [2016-516]

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-51** on December 1, 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-51**, 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



Murfreesboro
City Limits

Area
Annexed

NORTHBORO CT

W THOMPSON LN

COBBLEFIELD AVE

TURTLE ROCK CT

Siegel
Middle
School 

Siegel
High
School 

Resolution 16-R-A-51

WINDSOR GREEN DR

PARK HILL
RD

SIEGEL RD

MANTES ST

BISHOP ST

TURRET WAY

BARON CT

MOI

KING



MAJES

ORDINANCE 16-OZ-51 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 21.5 acres along West Thompson Lane as Planned Residential Development (PRD) District simultaneous with annexation, rezone approximately 1.5 acres from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District and to rezone approximately 1.1 acres from College and University (CU) District to Planned Residential Development (PRD) District (Caroline Farms); Steven Dotson, applicant. [2016-445]

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

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

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

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



P

Area
Rezoned from
CU to PRD

Area
Zoned PRD

CU
Area
Rezoned from
RS-15 to PRD

NORTHBORO CT

PRD

W THOMPSON LN

COBBLEFIELD AVE
RS-10



*Siegel
Middle
School*



*Siegel
High
School*

RS-15

Ordinance 16-OZ-51

MANTES ST

BISHOP ST

PALISADE DR

MAJESTY DR

PCD
SIEGELL RD



RESOLUTION 16-R-PS-53 to adopt a Plan of Services for approximately 77.1 acres along Manchester Pike and Dilton Mankin Road, Mankin Family Limited Partnership, applicants. [2016-512]

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 December 1, 2016, pursuant to a Resolution passed and adopted by the City Council on October 13, 2016, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on November 14, 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-53**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

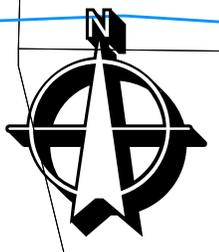
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



LYTLE CREEK

LEES-SPRING-BRANCH

WATTS LN

DILTON-MANKIN RD

LAVENDER TRL

MANCHESTER PK

WARMINGFIELD DR

Area to be Annexed

Murfreesboro City Limits

Resolution 16-R-PS-53



**ANNEXATION REPORT FOR PROPERTY LOCATED AT
3545 MANCHESTER PIKE
INCLUDING PLAN OF SERVICES**



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
October 5, 2016



**Annexation Request for Property Along
Manchester Pike**



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



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

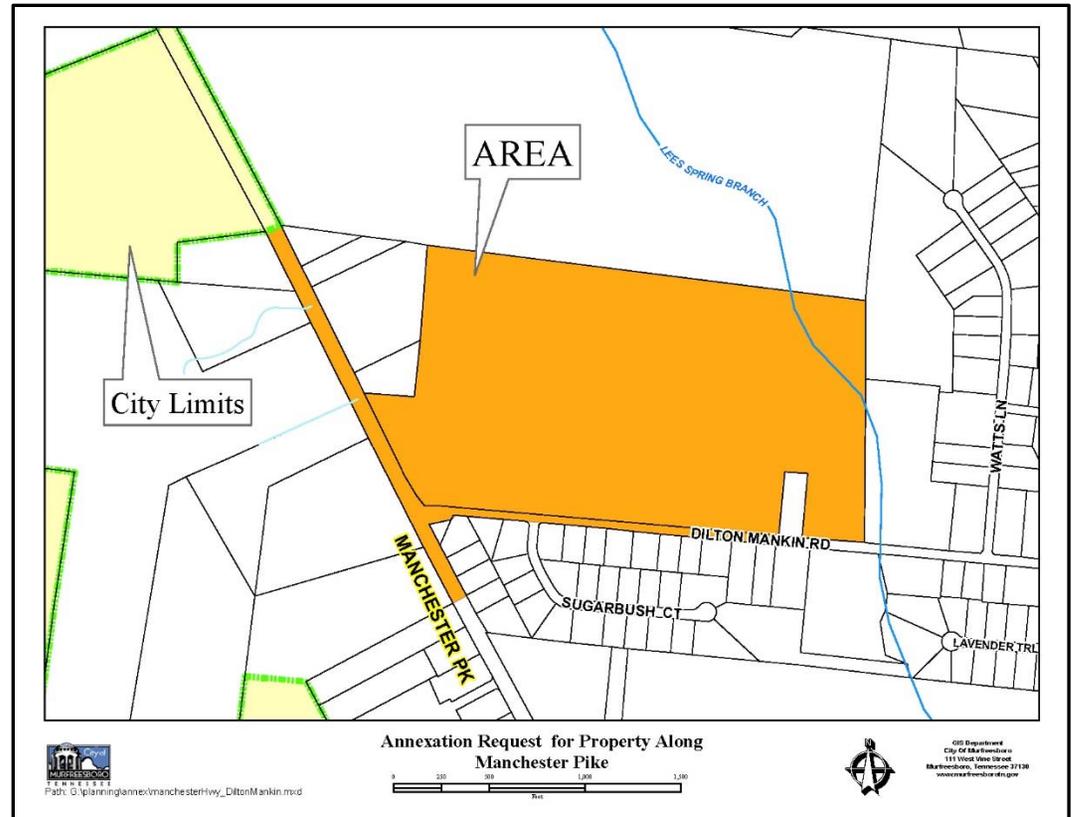
INTRODUCTION

OVERVIEW

The applicant, Matt Taylor of SEC Inc., representing Mankin Family Partnership, has requested annexation of property along the east side of Manchester Pike and the north side of Dilton Mankin Road.

The area studied in this Plan of Services includes: a 70.9-acre parcel (Tax Map 126, Parcel 18.00); an adjacent 2,100-linear foot, 4.14-acre portion of right-of-way along Manchester Pike; and an adjacent 1,800, 2.0-acre portion of right-of-way along Dilton Mankin Road. (Note: All acreages are approximate.)

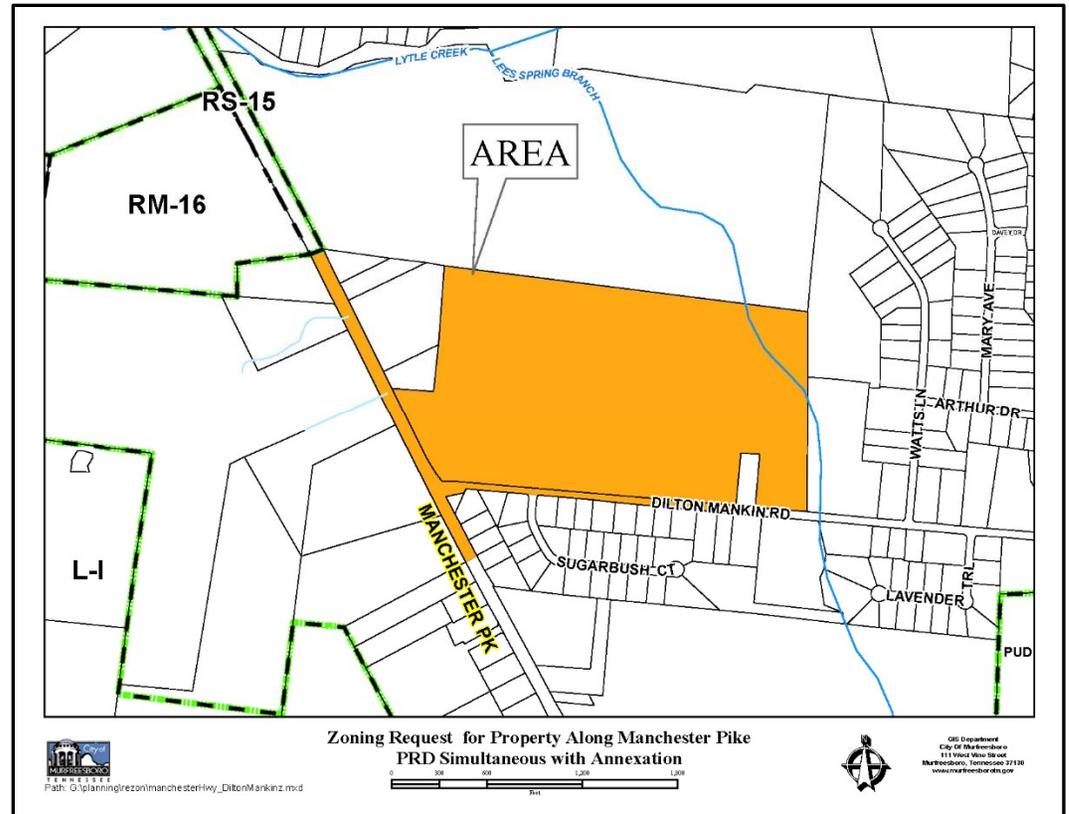
The study area lies within the City of Murfreesboro's Urban Growth Boundary and adjoins the City along Manchester Pike on the northwest. Adjacent areas to the north, south, east, and west lie within the unincorporated County.



CITY ZONING

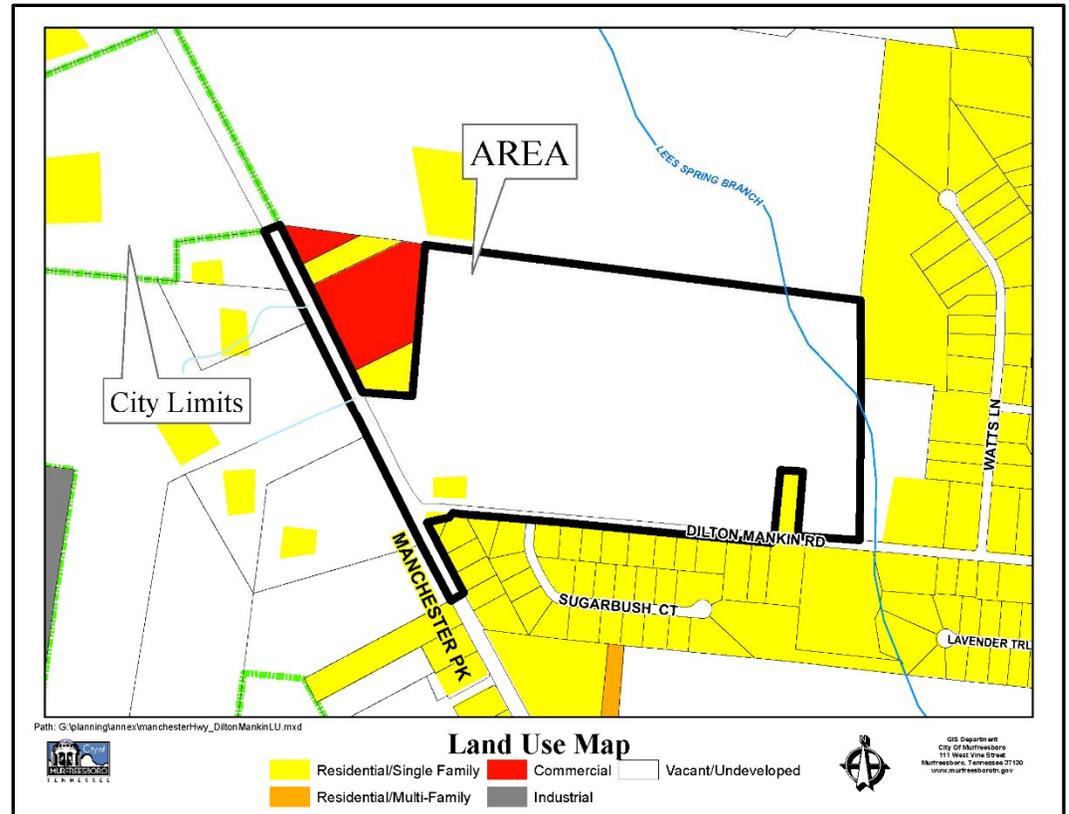
The applicant has requested rezoning to PRD (Planned Residential District) simultaneous with annexation. The study area is presently zoned RM (Residential – Medium Density) in the County.

Adjacent properties to the northwest of the study area are located within the City and are zoned RS-15 (Single-Family Residential) and RM-16 (Multi-Family Residential). Adjacent properties to the north, south, east, and west lie within the unincorporated County and are zoned RM.



PRESENT AND SURROUNDING LAND USE

The 70.9-acre requested parcel presently includes a single-family house and several detached accessory structures. A mix of single-family residential dwellings and commercial uses lie adjacent to the study area on the northwest. Large-lot single-family dwelling units line the western side of Manchester Pike. Mankinville Estates—a County residential subdivision—lies adjacent to the study area on the south across Dilton Mankin Road. The Watts Lane residential subdivision (also in the unincorporated County) is located east of the study area.



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
Mankin Family Partnership	70.9	\$206,100	\$127,300	\$83,350	\$1,059

These figures are for the property in its current state.

The City of Murfreesboro is also projected to receive additional revenue from state-shared taxes. Table II below shows the 2016-2017 per capita state revenue estimates for the City of Murfreesboro once the development is built out.

Table II
Per Capita State Revenue Estimates

General Fund	Per Capita Amount
State Sales Tax	\$70.00
State Beer Tax	\$0.50
Special Petroleum Products Tax (Gasoline Inspection Fee)	\$2.05
Gross Receipts (TVA in-lieu taxes)	\$11.00
<i>Total General Revenue Per Capita</i>	\$83.55
State Street Aid Funds	Per Capita Amount
Gasoline and Motor Fuel Taxes	\$25.91
<i>Total Per Capita (General and State Street Aid Funds)</i>	\$109.46
Total State-Shared Revenues (based on full build-out at 2.58 per dwelling unit with maximum density of 163 units)	\$46,032.31

The per capita state revenue estimates apply only to new residents and will only be available after a certified census takes place.

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 parcel 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 #5.

ELECTRIC SERVICE

The property is located within Middle Tennessee Electric Membership Cooperative's (MTEMC) service boundary. MTEMC 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 MTEMC standards.

STREET LIGHTING

According to MTEMC, street lighting will be installed upon request by the City of Murfreesboro.

STREETS AND ACCESS

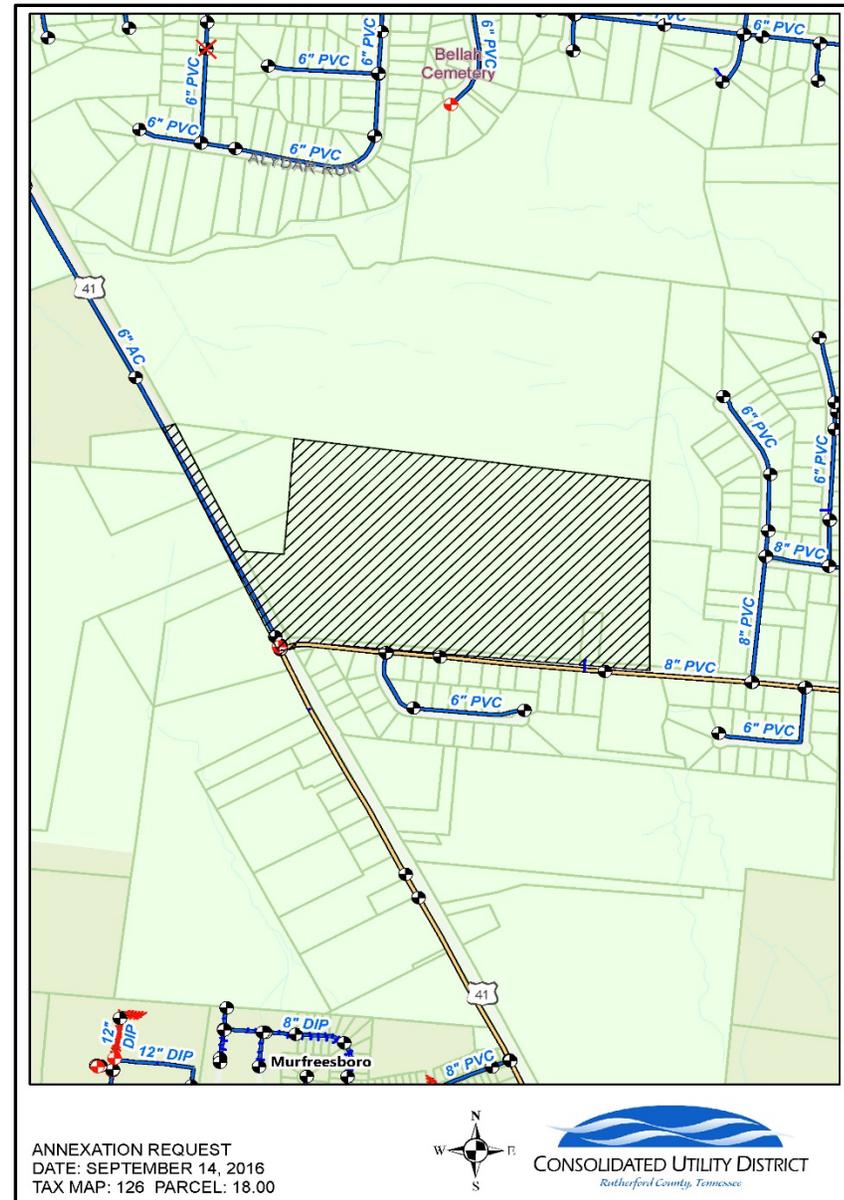
The study area currently has access to Manchester Pike, a state route and major arterial, on the west and Dilton Mankin Road, a County road, on the south. Upon annexation, the 1,800 linear feet of Dilton Mankin Road included in the study area will become the responsibility of the City of Murfreesboro. Dilton Mankin Road is presently on the City's Major Thoroughfare Plan for upgrade to a three-lane curb-and-gutter section. The City will also assume operation and maintenance responsibilities for the 2,100 linear feet of Manchester Pike included in the study area. Manchester Pike is on the City's Major Thoroughfare Plan for upgrade to a five-lane curb-and-gutter section.

Any new development in the study area must dedicate required rights-of-way and easements and participate in the construction of improvements along street frontages. Additionally, turn lane improvements may be required as part of any future development. Any future public roadway facilities serving the study area along Dilton Mankin Road must be approved by the City Engineer. Future improvements along Manchester Pike must be approved by the Tennessee Department of Transportation (TDOT) and the City Engineer. Any new public roadways serving the study area must be constructed to City standards.

WATER SERVICE

The study area lies within Consolidated Utility District's (CUD) service area. CUD presently has a six-inch water line along Manchester Pike and an eight-inch water line along Dilton Mankin Road. However, in order to meet the City's fire requirements, upgrades will be necessary. CUD has a Capital Improvement Project underway along Manchester Pike that will improve fire flow for the area; the developer will be required to participate in additional, necessary upgrades.

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



SANITARY SEWER SERVICE

Sanitary sewer is not currently available to serve the subject property, per the Murfreesboro Water and Sewer Department's (MWSD) definition of "available."

MWSD, Planning, and Engineering staff have worked with the applicant to develop septic tank effluent pumping (STEP) design criteria for developments beyond MWSD's sanitary sewer central collection system. MWSD has received approval from the Water and Sewer Board and the City Council to accept STEP systems for treatment and disposal. Therefore, MWSD will accept a STEP system for the study area to be dedicated to MWSD for ownership, operation, and maintenance. Any future extension of the sanitary sewer system would serve the study area only if the STEP system fails.

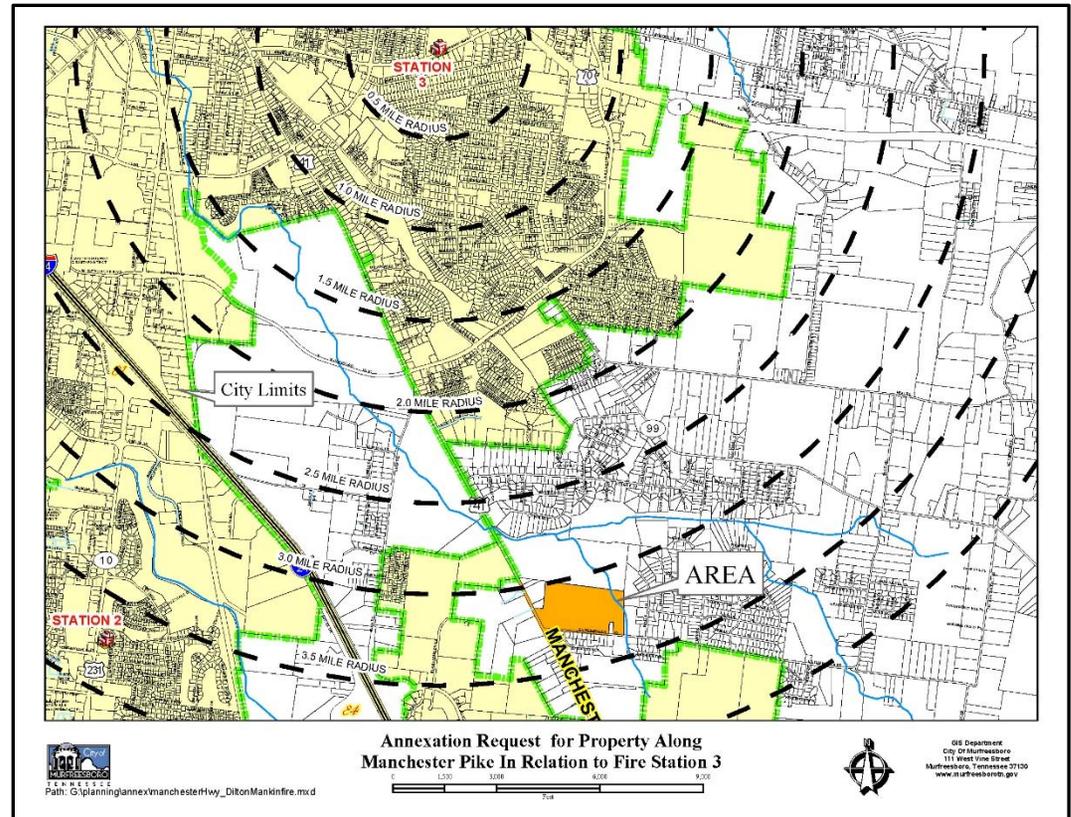
Because the STEP system will not connect to existing public sewer infrastructure, the standard sewer connection fees will not apply. Staff anticipates creating a customer class for customers served through the STEP system to adequately cover operation and maintenance costs. Monthly sewer fees are anticipated to correspond with Consolidated Utility District's (CUD) STEP system rates.

All sewerage improvements must be installed in accordance with the applicable State design criteria and regulations for STEP systems and CUD's construction specifications. Additionally, improvements must follow MWSD's Development Policies and Procedures.

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 Consolidated Utility District (CUD) policies and procedures.

The closest fire station to the subject tract is Fire Station #3, located at 1511 Mercury Boulevard, 3.9 miles from the study area. Fire Station #2, located at 2880 Runnymede Drive, is 5.3 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 Monday.

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. Murfreesboro City Schools is in the process of constructing an addition to Black Fox Elementary School, projected to open in Fall 2017, in order to accommodate additional growth.

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.

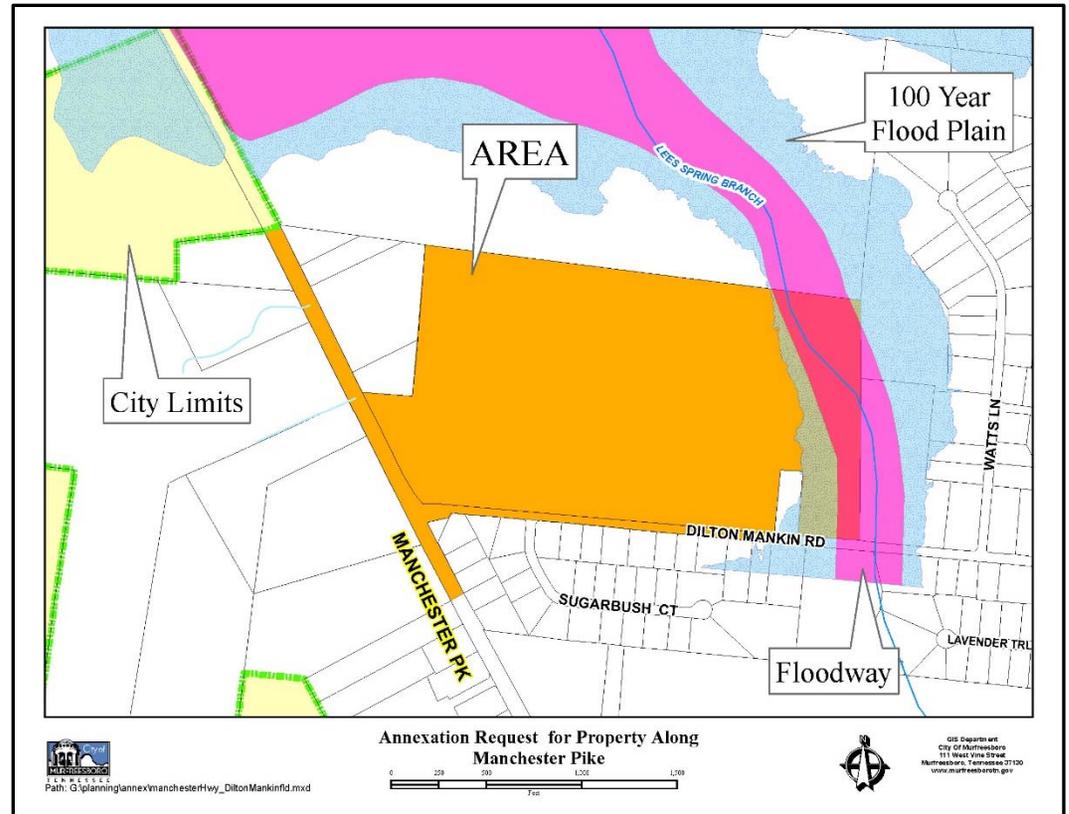
PLANNING, ENGINEERING, AND ZONING SERVICES

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.

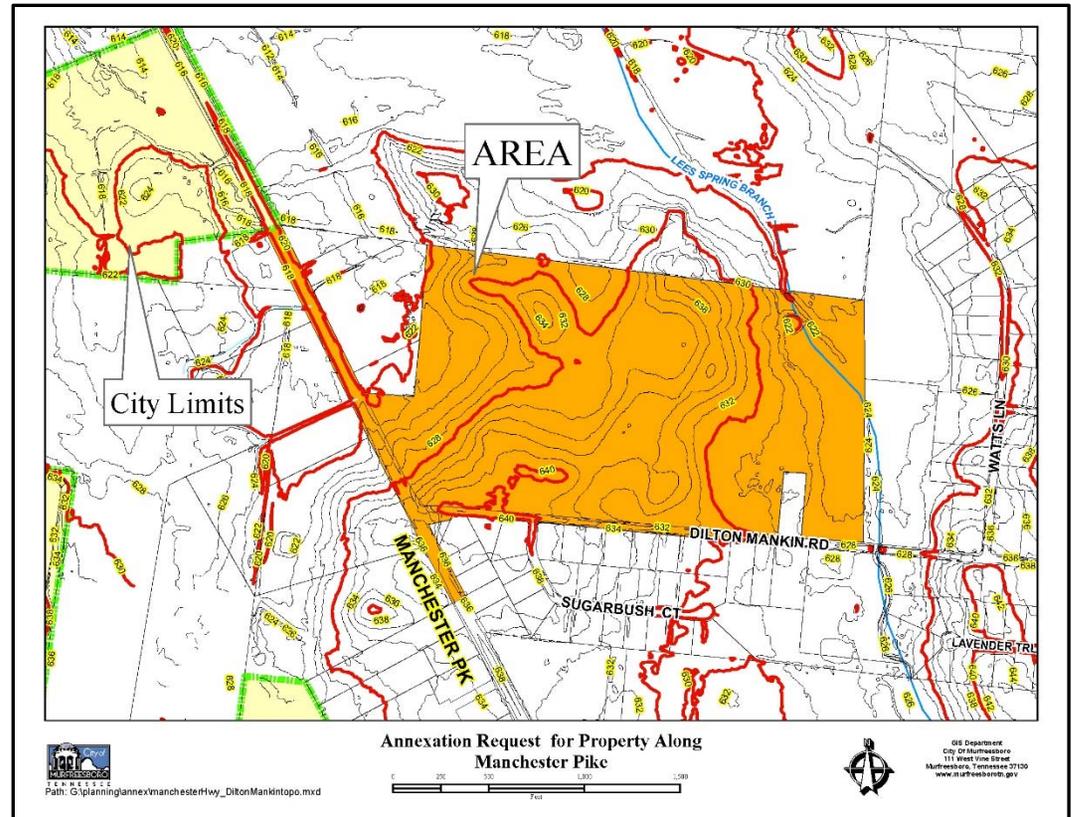


DRAINAGE

The eastern portion of the study area drains eastward to Lees Spring Branch. The northwestern portion of the study area drains northward on adjacent property and to Lytle Creek. The western portion of the study area drains on adjacent property to the west and to the right-of-way on Manchester Pike. Existing public drainage systems serving the study area are integral to Dilton Mankin Road and Manchester Pike. The Dilton Mankin Road drainage system will become the City's responsibility upon annexation, while TDOT will remain responsible for the Manchester Pike drainage system. 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 future development must include a 50-foot Water Quality Protection Area from top of bank on each side of Lees Spring Branch.

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 \$6,350 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-53 to annex approximately 77.1 acres along Manchester Pike and Dilton Mankin Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Mankin Family Limited Partnership, applicant. [2016-512]

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-53** on December 1, 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-53**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

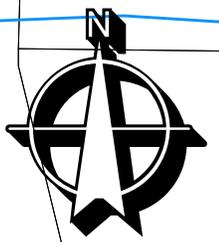
ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



LYTLE CREEK

Area Annexed

LEES-SPRING-BRANCH

WATTS LN

Murfreesboro City Limits

DILTON-MANKIN RD

LAVENDER TRL

MANCHESTER PK

Resolution 16-R-A-53

WARMINNGFIELD DR



ORDINANCE 16-OZ-53 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 77.1 acres along Manchester Pike and Dilton Mankin Road which have been proposed to be annexed to the City of Murfreesboro, Tennessee to Planned Residential Development (PRD) District (Mankin Pointe); Ole South Properties, Inc., applicant. [2016-447]

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

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

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

SEAL



Area
Zoned PRD

RS-15

RM-16

LEES SPRING BRANCH

MANCHESTER PK

DILTON MANKIN RD

SUGARBUSH CT

LAVENDER
TRL

L-I

Ordinance 16-OZ-53

PRD





REGULAR AGENDA

December 1, 2016

Honorable Mayor and Members of the City Council:

- RE:**
- 1. Approve Contracts with Johnson and Bailey for Architectural Services on the Black Fox School Addition**
 - 2. Approve Construction Contract with Romach, Inc. for Addition to Black Fox Elementary**

Summary Statement

The City's current Capital Improvement Plan (CIP) includes an addition to Black Fox Elementary School, in the second year of the 5-year plan. The City School Board and Administration is asking for permission to proceed with this project.

Background

This expansion will allow the Schools to fully utilize the existing core capacity of the Library, Cafeteria and other central functions by adding 14,400 square feet consisting of ten (10) classrooms and two (2) material storage spaces. Black Fox will be fully capable of educating 1,000 students at the completion of the project.

The School Board has approved the contracts with architect and the low bidder for the project knowing that action cannot occur on the project until City Council approves the agreements.

Johnson and Bailey has developed a full proposal for providing turnkey architecture, development and construction administration services for the Black Fox Addition. The services include a space needs assessment, programming of the building floor plans and full schematic design including geotechnical, civil, electrical and mechanical plans.

Bids were received on October 6, 2016. Four bidders submitted (bid tab attached). After evaluation, Romach Inc. of Franklin was judged to be the best and lowest bidder at a cost of \$2,260,000.

Funding

Melissa Wright has received the City's portion of the County's recent bond issuance and has indicated there is enough funding to pay for the Black Fox addition. It is her recommendation that the project be funded from the County shared bonds and removed from the City's CIP listing.

Concurrences

The School Board has approved Johnson + Bailey for the architectural services and Romach, Inc. as the low bidder for the construction project, understanding that it cannot move forward until the City Council has executed the agreements after review by the City Attorney.

Recommendation

It is recommended that City Council approve the City Schools to proceed with the Black Fox Addition by approving the contract between the City and Johnson + Bailey for architectural services and the contract with Romach, Inc, for construction services.

Attachments

1. Contract with Johnson + Bailey
2. Bid information for Construction and recommendation letter from Johnson + Bailey
3. Contract with Romach, Inc.



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Sixth (26th) day of October in the year Two Thousand Sixteen (2016)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as 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)

Classroom Additions at
Black Fox Elementary School
Murfreesboro City Schools
J+B No. 1502

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.

Init.

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User Notes:

(1127368004)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Exhibit "A" dated February 18, 2015

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

February 6, 2017

.2 Substantial Completion date:

June 30, 2017

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

State Farm Insurance Company \$1,000,000.00

.2 Automobile Liability

State Farm Insurance Company \$1,000,000.00

.3 Workers' Compensation

State Farm Insurance Company \$ 100,000.00

.4 Professional Liability

XL Group Insurance \$1,000,000.00

2.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect's Instruments of Service shall comply with requirements imposed by governmental authorities having jurisdiction over the Project including, but not limited to, applicable ADA standards. Architect shall use the standard care utilized by other architects in designing projects under the applicable standards, in identifying requirements imposed by governmental authorities, and shall identify to the Owner requirements that may be interpreted in different ways of which conflict with other requirements.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

Init.

The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.1.7 The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

Init.

- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall review, approve and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect & Owner	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Not Provided	

§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

None

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;

(Paragraphs deleted)

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- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

(Paragraphs deleted)

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Weekly visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. See Exhibit "A" Johnson + Bailey Architects P.C. letter dated February 18, 2015.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below

grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Architect shall assist Owner in obtaining these.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Architect shall assist Owner in obtaining these.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Architect shall assist Owner in obtaining these.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and

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scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of

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the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 8.3 of this Agreement

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Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

(Paragraph deleted)

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A percentage of construction cost calculated by the formula $35/[(\text{Log } P) - 1.15] \times 1.25$, where P is the contract construction cost.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Payment to Architect shall be on an hourly basis according to the rates established in Paragraph 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Lump Sum amount as agreed upon between parties.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Table deleted)

Schematic Design Phase	Fifteen Percent (15%)
Design Development Phase	Twenty Percent (20%)
Construction Development Phase	Forty Percent (40%)
Bidding or Negotiation Phase	Five Percent (5%)
Construction Phase	Twenty Percent (20%)
Total Basic Compensation	One Hundred Percent (100%)

Init.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal Architect	\$175.00 Per Hour
Staff/Intern Architect	\$125.00 Per Hour
Field Representative	\$ 85.00 Per Hour
Draftsman	\$ 85.00 Per Hour
Administrative Personnel	\$ 65.00 Per Hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Three - 3%

Init.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A" Johnson + Bailey Architects P.C. letter dated February 18, 2015.

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

OWNER

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

ARCHITECT

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

(Signature)

Shane McFarland, Mayor

Date:

(Printed name and title)

(Signature)

James Richard Pettit, Vice President

Date: October 26, 2016

APPROVED AS TO FORM:

(Signature)

Craig Tindall,
City Attorney

Date:

(Printed name and title)

init.

Additions and Deletions Report for AIA® Document B101™ – 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 15:01:28 on 10/26/2016.

PAGE 1

AGREEMENT made as of the Twenty Sixth (26th) day of October 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

...

Classroom Additions at
Black Fox Elementary School
Murfreesboro City Schools
J+B No. 1502

PAGE 2

See Exhibit "A" dated February 18, 2015

...

February 6, 2017

...

June 30, 2017

PAGE 3

State Farm Insurance Company \$1,000,000.00

...

State Farm Insurance Company \$1,000,000.00

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User Notes:

(1127368004)

Johnson + Bailey Architects P.C.

February 18, 2015

Mr. Gary B. Anderson
Finance/Administrative Services Director
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN. 37130

Re: 10 Classroom Addition at
Black Fox Elementary School
Murfreesboro City Schools
J+B No. 1502

Dear Mr. Anderson:

Please find enclosed Preliminary Site Plan and Preliminary Floor Plans for the referenced project dated 2-9-15.

The proposed addition adds ten (10) Academic Classrooms, and two (2) academic materials storage rooms in two (2) addition areas. The total area of the two (2) proposed additions is 14,402 square feet.

The proposed site modifications include constructing about 38 new parking spaces at the front parking lot to provide additional parking, and to replace the 14 spaces lost to the construction of the classroom addition located near the Cafeteria.

We estimate the cost of the proposed work as follows:

Classroom Addition - 14,402 S.F. X \$145/S.F. = \$2,088,290

New Site Paving & Walks - \$150,000

5% Construction Contingency Allowance - \$112,000

BUILDING CONSTRUCTION TOTAL = \$2,350,290

Design Fees - 6.704% X \$2,350,290 = \$157,563

Site Survey, Geotechnical Report, and Construction Phase Testing - \$35,000

State Fire Marshall's Office Plans Review Fee = \$5,000

TOTAL ESTIMATED PROJECT COST = \$2,548,853

If the Owner should decide to proceed with this work, preparation of a site survey, geotechnical testing, and geothermal testing of the proposed building area should be started as soon as possible.

We are available to further discuss the above at your convenience.

...

State Farm Insurance Company \$ 100,000.00

...

XL Group Insurance \$1,000,000.00

2.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect's Instruments of Service shall comply with requirements imposed by governmental authorities having jurisdiction over the Project including, but not limited to, applicable ADA standards. Architect shall use the standard care utilized by other architects in designing projects under the applicable standards, in identifying requirements imposed by governmental authorities, and shall identify to the Owner requirements that may be interpreted in different ways of which conflict with other requirements.

PAGE 4

3.1.7 The Architect shall assist the Owner in determining allowable construction time and amount of liquidated damages.

PAGE 6

§ 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 8

§ 3.6.6.4 The Architect shall review, approve and forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

...

§ 4.1.1	Programming (B202™-2009)	Architect & Owner	
§ 4.1.2	Multiple preliminary designs	Architect	
§ 4.1.3	Measured drawings	Architect	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6	Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7	Civil engineering	Architect	

§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

PAGE 9

None

...

- ~~.6~~ Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- ~~.7~~ Preparation for, and attendance at, a public presentation, meeting or hearing;
- ~~.8~~ Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9~~ Evaluation of the qualifications of bidders or persons providing proposals;

PAGE 10

- ~~.1~~ Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to by the Architect;
- ~~.2~~ Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;
- ~~.3~~ Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
- ~~.4~~ Evaluating an extensive number of Claims as the Initial Decision Maker;

...

- .1 () reviews One (1) review of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () Weekly visits to the site by the Architect over the duration of the Project during construction

- .3 ~~()~~ inspections ~~One (1) inspection~~ for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~()~~ inspections ~~One (1) inspection~~ for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. See Exhibit "A" Johnson + Bailey Architects P.C. letter dated February 18, 2015.

...

The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Architect shall assist Owner in obtaining these.

~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Architect shall assist Owner in obtaining these.

PAGE 11

Architect shall assist Owner in obtaining these.

PAGE 14

Litigation in a court of competent jurisdiction

...

§ 8.3 ARBITRATION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the~~

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.~~

PAGE 15

~~§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.~~

...

~~A percentage of construction cost calculated by the formula $35/[(\text{Log } P) - 1.15] \times 1.25$, where P is the contract construction cost.~~

...

...

Expenses directly attributable to termination for which the Architect is not otherwise compensated.

...

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%—Three - 3%~~

PAGE 17

None

...

~~.2 — AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

...

Exhibit "A" Johnson + Bailey Architects P.C. letter dated February 18, 2015.

...

OWNER

City of Murfreesboro

111 West Vine Street

Murfreesboro, Tennessee 37130

ARCHITECT

Johnson + Bailey Architects P.C.

100 East Vine Street, City Center, Suite 700

Murfreesboro, Tennessee 37130

...

Shane McFarland, Mayor

Date:

(Printed name and title)

James Richard Pettit, Vice President

Date: October 26, 2016

(Printed name and title)

APPROVED AS TO FORM:

(Signature)

Craig Tindall,

City Attorney

Date:

(Printed name and title)

Johnson + Bailey Architects P.C.



October 7, 2016

Mr. Gary B. Anderson
Finance/Administrative Services Director
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN. 37130

Re: 10 Classroom Addition at
Black Fox Elementary School
Murfreesboro City Schools
J+B No. 1502

Dear Mr. Anderson:

A Bid Opening for the referenced project was conducted at 2:00 P.M. on October 6, 2016. For a list of those present, refer to attached Bid Opening - Attendance Record dated 10-06-16. We have also enclosed a Bid Tabulation dated 10-06-16, documenting the bid results.

Five (5) General Contractors obtained bidding documents, and four (4) submitted bids. A low bid of \$2,260,000 was submitted by Romach, Inc. The bid proposal documents have been reviewed and found to be in compliance with the bidding requirements.

Romach has served as General Contractor on schools and other projects of similar size with Johnson + Bailey Architects providing architectural services. Our past experience with them has shown that they produce quality buildings. We have spoken with Romach and they are confident in their bid even though they left some money on the table.

The Summary of Work in the Specifications had the Intercommunication (telephone, intercom, voicemail) systems listed as "Owner Furnished and Installed" similar to Bellwood and Overall Creek. Since the existing system at Black Fox is an older non-VOIP system, it would probably be beneficial to include that work under this contract. The drawings show the intercommunication system and the electrical sub-contractor had given Romach an alternate bid of \$24,937 for that work even though it was to Owner furnished and installed.

We would recommend including that work at this time. The contract with Romach, if you choose to accept the alternate, would therefore be \$2,284,937.00. The next lowest bidder was Fellowship Construction with a bid of \$2,339,900.00. In his letter to you dated February 18, 2015, Mr. Lynch had estimated the Building Construction Total for this project to be \$2,350,290.00.

Based upon the above, we recommended acceptance of the low bid from Romach and the proposed alternate.

If you have any questions concerning this matter, please do not hesitate to call.

Sincerely,

JOHNSON + BAILEY ARCHITECTS, P.C.

A handwritten signature in black ink, appearing to read 'James R. Pettit', with a long horizontal line extending to the right.

James Richard Pettit AIA

cc: Larry Willeford
Christopher Young



Mr. Gary Anderson
10 Classroom Addition at
Black Fox Elementary School
Murfreesboro City Schools
J+B No. 1502
October 7, 2016
Page 2

Encl: Bid Opening - Attendance Record dated 10-06-16
Bid Tabulation Form dated 10-06-16

BID OPENING - ATTENDANCE RECORD

Re: Classroom Addition at
 BLACK FOX ELEMENTARY SCHOOL
 Murfreesboro City Schools
 J+B No. 1502

Date: Thursday, October 6, 2016 - 2:00 P.M.

REPRESENTATIVE	COMPANY
Jim Pettit	Johnston Trailer Phone: 615-890-0460 Fax: 615-890-0464
David Pope	Romach, INC Phone: 615-794-8228 Fax: 615-794-9853
Greg Gage	E+T Contracting Phone: 731-608-4015 Fax: 731-610-1316
Mike Boyce	Boyce Ballard Const. Phone: 615-617-3818 Fax: 615-617-3819
Ashton Johnson	Pride Concrete LLC Phone: 931-289-5158 Fax:
Elaine Irwin	Fellowship Const Phone: 615-412-4446 Fax: 615-412-4454
Larry Wilford	City Schools Phone: 615-904-1016 Fax: 615-848-3077
	Phone: Fax:

Classroom Addition at
BLACK FOX ELEMENTARY SCHOOL
MURFREESBORO CITY SCHOOLS
 Thursday, October 6, 2016, 2:00 PM
 J+B No. 1502

BIDDERS	BB	PA	CC	DA	BASE BID	UNIT PRICE # 1	UNIT PRICE # 2	UNIT PRICE # 3	UNIT PRICE # 4	UNIT PRICE # 5	UNIT PRICE # 6	UNIT PRICE # 7	COMMENTS
BB&T LLC 10-B Public Square North Murfreesboro, TN 37130 (615) 603-9395	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2,471,000 ⁰⁰	31 ⁰⁰	31 ⁰⁰	110 ⁰⁰	110 ⁰⁰	70 ⁰⁰	70 ⁰⁰	20 ⁰⁰	
E&T Contracting 3615 U.S. Hwy 45 N Henderson, TN 38340 (731) 989-2470	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3,067,000 ⁰⁰	40 ⁰⁰	52 ⁰⁰	80 ⁰⁰	92 ⁰⁰	80 ⁰⁰	43 ⁰⁰	48 ⁰⁰	
Fellowship Construction P.O. Box 220 Bon Aqua, TN 37025 (615) 412-4446	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2,337,900 ⁰⁰	20 ⁰⁰	25 ⁰⁰	45 ⁰⁰	65 ⁰⁰	25 ⁰⁰	30 ⁰⁰	25 ⁰⁰	
Pride Concrete & Construction P.O. Box 402 Erin, TN 37061 (931) 289-5158	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No BID								
Romach, Inc P.O. Box 472 Franklin, TN 37065-0472 P (615) 794-8228	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2,260,000 ⁰⁰	22 ⁰⁰	30 ⁰⁰	55 ⁰⁰	70 ⁰⁰	25 ⁰⁰	42 ⁰⁰	31 ⁰⁰	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									

RECEIVED BY: JRP
 WITNESS: _____



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 day of 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 37065-0472

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

Classroom Additions at
Black Fox Elementary School
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.

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
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- 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 fixed in a Written Notice to Proceed issued by the Owner through the Architect.

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:

N/A

§ 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 Two Hundred Thirty Five Days (235) days from the date of commencement, or as follows:

(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.)

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 an shall pay the Owner the sum of One Thousand Five Hundred Dollars (\$1,500.00) 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 Two Million Two Hundred Eighty Four Thousand Nine Hundred Thirty Seven Dollars and No Cents (\$ 2,284,937.00), 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.)

§ 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)
1.	For mass excavation of unsuitable soil below depths and quantities indicated.	Twenty Two (\$22.00) Per Cubic Yard
2.	For trench excavation of unsuitable soil below depths and quantities indicated.	Thirty Eight (\$38.00) Per Cubic Yard
3.	For mass excavation of rock below depths and quantities indicated.	Fifty (\$50.00) Per Cubic Yard
4.	For trench excavation of rock below depths and quantities indicated.	Seventy Two (\$72.00) Per Cubic Yard
5.	For compacted engineered (earth) fill in areas where unsuitable soil is removed below depths and quantities indicated.	Twenty Eight (\$28.00) Per Cubic Yard
6.	For compacted granular fill, ASTM D448, Size 6 stone placed where unsuitable soil is removed below depths and quantities indicated.	Forty Two (\$42.00) Per Cubic Yard
7.	For shot rock placed	Thirty One (\$31.00) Per Cubic

init.

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User Notes:

(1868199505)

where unsuitable soil is Yard
removed below depth
indicated.

§ 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	\$40,000.00

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 (5th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth (30th) day of the 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 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 completed and stored 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:

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.

Init.

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§ 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 Percent per annum %

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

Gary Anderson
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, Tennessee 37127

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

Nathan Morgan, Project Manager
Romach, Inc.
P.O. Box 472
Franklin, Tennessee 37065-0472

§ 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 11, 2016	Fourteen (14)

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

See attached copy of Specification 00 10 TABLE OF CONTENTS, dated September 11, 2016, Five (5) Pages.

Init.

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(1868199505)

Section	Title	Date	Pages
<i>(Row deleted)</i>			
§ 9.1.5 The Drawings: <i>(Either list the Drawings here or refer to an exhibit attached to this Agreement.)</i>			
See attached copy of Specification Section 00 01 15 DRAWING INDEX dated September 11, 2016, Two (2) Pages.			

Number	Title	Date
<i>(Row deleted)</i>		
§ 9.1.6 The Addenda, if any:		
Number	Date	Pages
One	September 29, 2016	Five (5)
Two	October 4, 2016	One (1)

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.)
- Romach, Inc. letter dated October 7, 2016
Section 00 11 16 – September 11, 2016 – INVITATION TO BIDDERS
Section 00 21 13 – September 11, 2016 – INSTRUCTIONS TO BIDDERS
Section 00 22 13 – September 11, 2016 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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	One Hundred Percent (100%) Contract Sum
Labor and Material Payment Bond	One Hundred Percent (100%) Contract Sum

Init.

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

City of Murfreesboro

Romach, Inc.

OWNER (Signature)

Shane McFarland, Mayor

Date:

(Printed name and title)

CONTRACTOR (Signature)

Nathan Morgan, Project Manager

Date:

(Printed name and title)

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 15:35:08 on 10/26/2016.

PAGE 1

AGREEMENT made as of the day of 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 37065-0472

...

10 Classroom Addition at
Black Fox Elementary School
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 fixed in a Written Notice to Proceed issued by the Owner through the Architect.

...

N/A

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Two Hundred Thirty Five Days (235) days from the date of commencement, or as follows:

PAGE 3

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User Notes:

(1868199505)

Entire Contract

N/A

...

The Contractor and the Contractor's Surety shall be liable for an shall pay the Owner the sum of One Thousand Five Hundred Dollars (\$1,500.00) 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 Two Million Two Hundred Eighty Four Thousand Nine Hundred Thirty Seven Dollars and No Cents (\$ 2,284,937.00), subject to additions and deductions as provided in the Contract Documents.

...

<u>1.</u>	<u>For mass excavation of unsuitable soil below depths and quantities indicated.</u>	<u>Twenty Two (\$22.00) Per Cubic Yard</u>
<u>2.</u>	<u>For trench excavation of unsuitable soil below depths and quantities indicated.</u>	<u>Thirty Eight (\$38.00) Per Cubic Yard</u>
<u>3.</u>	<u>For mass excavation of rock below depths and quantities indicated.</u>	<u>Fifty (\$50.00) Per Cubic Yard</u>
<u>4.</u>	<u>For trench excavation of rock below depths and quantities indicated.</u>	<u>Seventy Two (\$72.00) Per Cubic Yard</u>
<u>5.</u>	<u>For compacted engineered (earth) fill in areas where unsuitable soil is removed below depths and quantities indicated.</u>	<u>Twenty Eight (\$28.00) Per Cubic Yard</u>
<u>6.</u>	<u>For compacted granular fill, ASTM D448, Size 6 stone placed where unsuitable soil is removed below depths and quantities indicated.</u>	<u>Forty Two (\$42.00) Per Cubic Yard</u>
<u>7.</u>	<u>For shot rock placed where unsuitable soil is removed below depth indicated.</u>	<u>Thirty One (\$31.00) Per Cubic Yard</u>

PAGE 4

Contingency Allowance

\$40,000.00

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirtieth (30th) day of the 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.

...

- .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 %);

PAGE 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 completed and stored work~~, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

...

None

...

Litigation in a court of competent jurisdiction

PAGE 6

Three Percent per annum %

...

Gary Anderson
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, Tennessee 37127

...

Nathan Morgan, Project Manager
Romach, Inc.
P.O. Box 472
Franklin, Tennessee 37065-0472

...

Specification Section
00 73 00

SUPPLEMENT TO
GENERAL
CONDITIONS

September 11, 2016

Fourteen (14)

...

See attached copy of Specification 00 01 10 TABLE OF CONTENTS, dated September 11, 2016, Five (5) Pages.

PAGE 7

...

See attached copy of Specification Section 00 01 15 DRAWING INDEX dated September 11, 2016, Two (2) Pages.

...

...

<u>One</u>	<u>September 29, 2016</u>	<u>Five (5)</u>
<u>Two</u>	<u>October 4, 2016</u>	<u>One (1)</u>

...

(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.)

Romach, Inc. letter dated October 7, 2016
Section 00 11 16 – September 11, 2016 – INVITATION TO BIDDERS
Section 00 21 13 – September 11, 2016 – INSTRUCTIONS TO BIDDERS
Section 00 22 13 – September 11, 2016 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

...

<u>Insurance</u>	<u>Per Specification Section 00 73 00 – Supplement to General Conditions</u>
<u>Performance Bond</u>	<u>One Hundred Percent (100%) Contract Sum</u>
<u>Labor and Material Payment Bond</u>	<u>One Hundred Percent (100%) Contract Sum</u>

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City of Murfreesboro _____ Romach, Inc.

...

<u>Shane McFarland, Mayor</u>	<u>Nathan Morgan, Project Manager</u>
<u>Date:</u> _____	<u>Date:</u> _____

...

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 15:35:08 on 10/26/2016 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 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)



General Contractors

October 7, 2016

Jim Pettit
Johnson Bailey Architects
100 East Vine St
Murfreesboro, TN 37128

Re: **Black Fox Elementary School
Intercom System Cost**

Dear Jim:

The cost to furnish and install a fully operable intercom system as shown on the contract documents will be **\$24,937.00**. This work is identified as "Owner Furnished and Installed" in Section 01 11 00 Summary of Work in the project specifications.

Let me know if you need any further information at this time.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Morgan", written over a horizontal line.

Nathan Morgan

RESOLUTION 16-R-21 establishing payments in lieu of taxes for the Murfreesboro Electric Department for the fiscal year ending June 30, 2017.

WHEREAS, the City of Murfreesboro, Tennessee, through its electric department (MED), operates a municipal electric system pursuant to the laws of the State of Tennessee, including Tennessee Code Annotated Section 7-52-301 et seq. and the provisions of a long-term power contract with the Tennessee Valley Authority, which said statutes and power contract provide, among other things, for the electric system to make payments in lieu of taxes; and

WHEREAS, Tennessee Code Annotated Section 7-52-301 et seq. require that the total amounts in lieu of taxes to be paid for each fiscal year to the City and to other taxing jurisdictions shall be allocated among the taxing jurisdictions in accordance with Chapter 84 of the 1987 Public Acts and set forth in a Resolution adopted by the City Council, after consultation with the Board of MED; and

WHEREAS, the City Council of the City of Murfreesboro, Tennessee, has (i) consulted with the Board of the Murfreesboro Electric Department, which acts as the electric system supervisory body; (ii) considered the financial condition of the electric system; and, (iii) in accordance with and subject to the provisions of Tennessee Code Annotated Sections 7-52-301 et seq. and the TVA power contract determined the amounts of the payments in lieu of taxes for the fiscal year beginning on July 1, 2016 and ending on June 30, 2017, which will represent a fair share of the cost of government to be borne by the electric system.

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

SECTION 1. The Murfreesboro Electric Department is authorized and directed to make payments in lieu of taxes in the amounts and to the taxing jurisdictions set forth below:

<u>Taxing Jurisdiction</u>	<u>Amount</u>
City of Murfreesboro, Tennessee	\$3,124,546.94
Rutherford County, Tennessee	<u>\$907,126.53</u>
Total	<u>\$4,031,673.47</u>

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

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Craig D. Tindall
City Attorney

RESOLUTION 16-R-22 regarding T.C.A. § 68-211-707 and the approval of new landfills proposed to be located within one mile of City borders.

WHEREAS, the General Assembly has enacted and codified T.C.A. § 68-211-701 *et seq.*, which grants certain local control over the construction of privately owned landfills;

WHEREAS, local governments must take action by two-thirds (2/3) vote of their government body to accept the grant of this authority; and,

WHEREAS, Council as determined that it is in the best interests of the citizens of Murfreesboro to accept this authority.

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

SECTION 1. Consistent with T.C.A. § 68-211-707, by a two-thirds vote, the City Council accepts the General Assembly's grant of authority to the Council to approval all new landfills for solid waste disposal proposed to be located on land any part of which is within the City and within one mile of its borders at the time of application for each new landfill.

SECTION 2. Nothing herein preempts existing ordinances regulating landfills and acceptance of the above grant of authority is intended to supplement ordinances in effect at the time of application for approval of a landfill.

SECTION 3. This Resolution shall be effective immediately, 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