

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 6:00 PM
February 6, 2020

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Purchase of Self-Contained Breathing Apparatus (MFRD)
2. Walter Hill Dam Final Balancing Change Order (Water Resources)
3. Asphalt Purchases Report (Water Resources)
4. Consider Materials bids for water line replacement on Glenwood Drive and Lawndale Drive (Water Resources)

Old Business

5. Ordinance 19-OZ-43: Rezone approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive (2nd and Final Reading) (Planning)

New Business

On Motion

6. Water Resource Recovery Facility Aerators Installation (Water Resources)
7. Murfreesboro Water Resources Water Tank Painting and Repairs Bids (Water Resources)
8. Sanitary Sewer Rehab – Change Order #1 (Water Resources)
9. Engineering Work Authorization-Thompson Ln Widening (Water Resources)
10. Engineering Design Task Order for Stones River Water Plant Improvements (Water Resources)

Land Use Matters

11. Plan of Services, Annexation and Zoning of approximately 1.15 acres and 1.83 acres located along North Rutherford Boulevard and Yearwood Avenue (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Resolution 19-R-PS-51: Plan of Services
 - c. Resolution 19-R-A-51: Annexation
 - d. Public Hearing: Zone approximately 1.15 acres
 - e. Ordinance 19-OZ-51: First Reading
12. Rezone approximately 2.41 acres located along the south side of Franklin Road (Planning)
 - a. Public Hearing: Rezone approximately 2.41 acres
 - b. Ordinance 19-OZ-49: First Reading
13. Rezone approximately 0.3 acres located along East Vine Street and Kerr Avenue (Planning)
 - a. Public Hearing: Rezone approximately 0.3 acres
 - b. Ordinance 19-OZ-50: First Reading

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Approval to Purchase SCBA from NPPGov

Department: Fire Rescue

Presented by: Mark A. Foulks

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Motion | <input checked="" type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

Purchase of Self-Contained Breathing Apparatus (SCBA) through National Purchasing Partners (NPPGov).

Staff Recommendation

Approve the purchase SCBA from NPPGov.

Background Information

MFRD desires to purchase five SCBAs including masks and two cylinders each at a cost of \$36,470. The SCBAs are for the new 75' Aerial Ladder Truck which should be delivered in April. MFRD requests approval to purchase SCBA under the NPPGov agreement with Municipal Emergency Services (MES). State law and City Code permits purchases without competitive bids through federal general service administration contracts.

Council Priorities Served

Maintain public safety

SCBAs are a critical piece of personal protective equipment for MFRD personnel.

Fiscal Impacts

Funding is provided by FY19 debt issuance for the 75' Aerial Ladder Truck and equipment for the apparatus.

Attachments

1. NPPGov Contract with MES
2. Quote for SCBA

Seventh Amendment to Firefighting Equipment Master Price Agreement

Product Removal

This Amendment to the Master Price Agreement is entered into this 10th day of September, 2019 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about August 24, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about February 5, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Third Amendment to the Master Price Agreement on or about April 2, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fourth Amendment to the Master Price Agreement on or about June 12, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fifth Amendment to the Master Price Agreement on or about June 20, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Sixth Amendment to the Master Price Agreement on or about July 12, 2019 and by this reference incorporated herein; and

WHEREAS, Vendor included Compressor Fill Stations and Air carts in its proposal by mistake; and

WHEREAS, Vendor has provided notice to correct a scrivener error regarding the Compressor Fill Stations and Air carts that should not have been included in Attachment A, on or about August 13, 2019; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product removal;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Removal on Firefighting Equipment.** Attachment A to the Master Price Agreement shall be amended in its entirety entirety to read as follows:

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE	
TURNOUT GEAR				
1	Turnouts-all specifications	Honeywell (Morning Pride)	51.0%	
1	Turnouts-all specifications	TECGEN	10.0%	
1	Turnout-all specifications	Fire-Dex	10.0%	
WILD LAND GEAR				
1	Wild Land all available ensemble	Crew Boss (Western Shelter)	10.0%	
1	Wild Land all available ensemble	PGI	10.0%	
1	Wild Land all available ensemble	TECGEN	10.0%	
1	Wild Land all available ensemble	Fire-Dex	10.0%	
TECH RESCUE USAR/STATIONWEAR				
1	All available specifications	Honeywell (Morning Pride)	51.0%	
1	Tech Rescue/Wildland	TECGEN	10.0%	
11	Stationware, boots, accessories	511	27.0%	Discount is off MAP
11	Stationware	Workrite	15.0%	
11	Horace Small Stationware	VF Imageware	20%	
11	Badges	Blackington	25.0%	
11	Tech Rescue/Wildland	Fire-Dex	10.0%	
HELMETS				
1	All models	Bullard	35.0%	

1	All models	Honeywell	20.0%	
1	All models	Fire-Dex	10.0%	
GLOVES				
1	Hexarmor Gloves and gear	Hexarmor	10.0%	
1	Honeywell Gloves and gear	Honeywell	10.0%	
1	Structure, Wildland and Rescue	Dragon Fire	10.0%	
1	M1X Glove	Veridian MES M1X	29.0%	
1	Excalibur Glove	Fire Craft	10.0%	
1	All Models	Fire-Dex	10.0%	
BOOTS				
1	Structure, Station, Wildland	Honeywell	20.0%	
11	Station	Bates	10.0%	
11	Station	511	27.0%	Discount is off of MAP
1	Structure	Fire Dex	10.0%	
ACCESSORIES				
4	Rescue	CMC	15.0%	
4	Rescue	RIT	17.0%	
4	Harness	Gemtor	15.0%	
1	Eye wear	ESS	30.0%	
1	Lights and cases	Pelican	25.0%	
5	Training Regulators	Blast Mask	9.0%	
1	Lights	Fox Furry	12.0%	
1	Lights	Koehler-Bright Star	5.0%	
1	Lights	Streamlight	40.0%	
12	Lockers, racks, shelving	Groves Reddy Rack	15.0%	
12	Cleaning, alterations, customization	Northwest Safety Clean		Fixed pricing
11	Embellishments	511		Fixed pricing, typically included with uniform item pricing
11	All models	Fire-Dex	10.0%	
OTHER				
13	Service, prevent. maint. tools	MES Cert Techs	See Hurst configuration form	
13	Tool labor out of warranty		\$85 per hour	Where MES is 1F
12	Compressed air storage	SCBAs Inc.	10.0%	
1	Thermal Imaging	SCOTT/ISG	8.0%	

	Cameras			
1	Thermal Imaging Cameras	SEEK	10%	
3	Rescue tools	Genesis	10.0%	Valid only: UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IN
3	Rescue tools	Holmatro	5.0%	Valid only: AK, IN
3	Rescue tools	Hurst	20.0%	Valid only: NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA, MS
3	Rescue tools	Ajax	15.0%	
4	Ladders	Aluminum Ladder Co.	20.0%	
4	Ladders	Little Giant	5.0%	
5	Training Aids	Simulaids	8.0%	
1	Batfan	Leader North America	5.0%	
1-2	Fans, saws	Euramco (Ram Fan)	20.0%	
1-2	Fans, saws	Tempest	20.0%	
1-2	Fans, saws	Super Vac	10.0%	Valid only: HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
2	Saws	Cutter Edge	15.0%	
4	Detection	Industrial Scientific	7.0%	
4	Gas detection	Scott Safety	5.0%	
6	Hazmat Decon Gear	FSI North America	10.0%	
6	Hazmat Decon Gear	DuPont	15.0%	MFG \$2000 min. order
2	Tools	Nupla	30.0%	
2	Tools	Leatherhead	30.0%	
2	Tools	Council	30.0%	
12	Brackets	Flamefighter	25.0%	
12	Brackets	Ziamatic	25.0%	
12	Batteries	Duracel	40.0%	
12	Knives	Benchmade	30.0%	
7	Extinguishers	Amerex	25.0%	
12	Light bars	Whelen	25.0%	
9	Hose	Firequip	25.0%	Discount off catalog price
9	Hose	Matex	25.0%	
9	Hose	Kochek hose only	25.0%	
9	Brass	Kochek-other than hose	40.0%	
9	Brass	Elhart	40.0%	
9	Brass	TFT	30.0%	Valid only: PA, VA, NJ, FL, NY, NC, IL, TN
9	Brass	G-Force/TFT	No discount per manufacturer restrictions	

9	Brass	Harrington	35.0%	
9	Brass	S&H		Catalog price which is roughly 25% off
9	Brass	Action Coupling	25.00%	
8	Foam	Ansul	20.0%	
8	Foam	Chem Guard	20.0%	
8	Foam	National	5.0%	
10	Pumps	CET	10.0%	
12	Body Armor	Point Blank	30.0%	Regular Items
12	Body Armor	Point Blank	20.0%	Helmets, plates, ect.
12	EMS Medic sets	Point Blank	25.0%	Added discounts on these items when available
12	Tactical options, plates, helmets, etc.	Point Blank Parclete	20.0%	Added discounts on these tactical options normally
11	Gearbag	Fire-Dex	10.0%	
13	Detection Testing	OHD	5.0%	

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AGENCY:



Date 09/10/2019

BY: Teila Lolghlon
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES INC.:



Date 9/10/19

BY: Selh Cosans
ITS: Contract Administrator

Sixth Amendment to Firefighting Equipment Master Price Agreement

Product Adjustment

This Amendment to the Master Price Agreement is entered into this 12th day of July, 2019 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about August 24, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about February 5, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Third Amendment to the Master Price Agreement on or about April 2, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fourth Amendment to the Master Price Agreement on or about June 12, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fifth Amendment to the Master Price Agreement on or about June 20, 2019 and by this reference incorporated herein; and

WHEREAS, Vendor provided notice it is no longer supplying Honeywell branded Tech Rescue USAR/Station Wear at a larger discount for quantity orders over 75 firefighters; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustment to product offering on Firefighting Equipment.**
Attachment A to the Master Price Agreement shall be amended in it's entirety to reflect the product adjustment:

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE	
TURNOUT GEAR				
1	Turnouts-all specifications	Honeywell (Morning Pride)	51.0%	
1	Turnouts-all specifications	TECGEN	10.0%	
1	Turnout-all specifications	Fire-Dex	10.0%	
WILD LAND GEAR				
1	Wild Land all available ensemble	Crew Boss (Western Shelter)	10.0%	
1	Wild Land all available ensemble	PGI	10.0%	
1	Wild Land all available ensemble	TECGEN	10.0%	
1	Wild Land all available ensemble	Fire-Dex	10.0%	
TECH RESCUE USAR/STATIONWEAR				
1	All available specifications	Honeywell (Morning Pride)	51.0%	
1	Tech Rescue/Wildland	TECGEN	10.0%	
11	Stationware, boots, accessories	511	27.0%	Discount is off MAP
11	Stationware	Workrite	15.0%	
11	Horace Small Stationware	VF Imageware	20%	
11	Badges	Blackington	25.0%	
11	Tech Rescue/Wildland	Fire-Dex	10.0%	
HELMETS				
1	All models	Bullard	35.0%	
1	All models	Honeywell	20.0%	

1	All models	Fire-Dex	10.0%	
GLOVES				
1	Hexarmor Gloves and gear	Hexarmor	10.0%	
1	Honeywell Gloves and gear	Honeywell	10.0%	
1	Structure, Wildland and Rescue	Dragon Fire	10.0%	
1	M1X Glove	Veridian MES M1X	29.0%	
1	Excalibur Glove	Fire Craft	10.0%	
1	All Models	Fire-Dex	10.0%	
BOOTS				
1	Structure, Station, Wildand	Honeywell	20.0%	
11	Station	Bates	10.0%	
11	Station	511	27.0%	Discount is off of MAP
1	Structure	Fire Dex	10.0%	
ACCESSORIES				
4	Rescue	CMC	15.0%	
4	Rescue	RIT	17.0%	
4	Harness	Gemtor	15.0%	
1	Eye wear	ESS	30.0%	
1	Lights and cases	Pelican	25.0%	
5	Training Regulators	Blast Mask	9.0%	
1	Lights	Fox Furry	12.0%	
1	Lights	Koehler-Bright Star	5.0%	
1	Lights	Streamlight	40.0%	
12	Lockers, racks, shelving	Groves Reddy Rack	15.0%	
12	Cleaning, alterations, customization	Northwest Safety Clean		Fixed pricing
11	Embellishments	511		Fixed pricing, typically included with uniform item pricing
11	All models	Fire-Dex	10.0%	
OTHER				
13	Service, prevent. maint. tools	MES Cert Techs	See Hurst configuration form	
13	Tool labor out of warranty		\$85 per hour	Where MES is 1F
12	Compressors fill air carts	SCOTT	10.0%	
12	Compressors fill stations	SCOTT	10.0%	Free freight is the discount

12	Compressed air storage	SCBAs Inc.	10.0%	
1	Thermal Imaging Cameras	SCOTT/ISG	8.0%	
1	Thermal Imaging Cameras	SEEK	10%	
3	Rescue tools	Genesis	10.0%	Valid only: UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IN
3	Rescue tools	Holmatro	5.0%	Valid only: AK, IN
3	Rescue tools	Hurst	20.0%	Valid only: NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA, MS
3	Rescue tools	Ajax	15.0%	
4	Ladders	Aluminum Ladder Co.	20.0%	
4	Ladders	Little Giant	5.0%	
5	Training Aids	Simulaid	8.0%	
1	Batfan	Leader North America	5.0%	
1-2	Fans, saws	Euramco (Ram Fan)	20.0%	
1-2	Fans, saws	Tempest	20.0%	
1-2	Fans, saws	Super Vac	10.0%	Valid only: HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
2	Saws	Cutter Edge	15.0%	
4	Detection	Industrial Scientific	7.0%	
4	Gas detection	Scott Safety	5.0%	
6	Hazmat Decon Gear	FSI North America	10.0%	
6	Hazmat Decon Gear	DuPont	15.0%	MFG \$2000 min. order
2	Tools	Nupla	30.0%	
2	Tools	Leatherhead	30.0%	
2	Tools	Council	30.0%	
12	Brackets	Flamefighter	25.0%	
12	Brackets	Ziamatic	25.0%	
12	Batteries	Duracel	40.0%	
12	Knives	Benchmade	30.0%	
7	Extinguishers	Amerex	25.0%	
12	Light bars	Whelen	25.0%	
9	Hose	Firequip	25.0%	Discount off catalog price
9	Hose	Matex	25.0%	
9	Hose	Kochek hose only	25.0%	
9	Brass	Kochek-other than hose	40.0%	

9	Brass	Elhart	40.0%	
9	Brass	TFT	30.0%	Valid only: PA, VA, NJ, FL, NY, NC, IL, TN
9	Brass	G-Force/TFT	No discount per manufacturer restrictions	
9	Brass	Harrington	35.0%	
9	Brass	S&H	Catalog price which is roughly 25% off	
9	Brass	Action Coupling	25.00%	
8	Foam	Ansul	20.0%	
8	Foam	Chem Guard	20.0%	
8	Foam	National	5.0%	
10	Pumps	CET	10.0%	
12	Body Armor	Point Blank	30.0%	Regular Items
12	Body Armor	Point Blank	20.0%	Helmets, plates, ect.
12	EMS Medic sets	Point Blank	25.0%	Added discounts on these items when available
12	Tactical options, plates, helmets, etc.	Point Blank Parclete	20.0%	Added discounts on these tactical options normally
11	Gearbag	Fire-Dex	10.0%	
13	Detection Testing	OHD	5.0%	

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

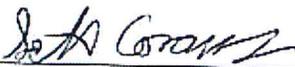
PUBLIC PROCUREMENT AGENCY:



Date 07/12/2019

BY: Teila Leighton
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES INC.:



Date 7/12/19

BY: Seth Cosans
ITS: Contract Administrator

Fifth Amendment to Firefighting Equipment Master Price Agreement

Product Adjustments

This Amendment to the Master Price Agreement is entered into this 20th day of June, 2019 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about August 24, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about February 5, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Third Amendment to the Master Price Agreement on or about April 2, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fourth Amendment to the Master Price Agreement on or about June 12, 2019 and by this reference incorporated herein; and

WHEREAS, 4.9 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included hoses in its proposal; and

WHEREAS, Vendor has provided notice it began supplying Matex branded hoses; and

WHEREAS, Vendor has provided notice on or about June 15, 2019 to add Matex branded hoses to the Master Price Agreement at a discount that is within the range of discounts included in the Master Price Agreement; and

WHEREAS, Vendor provided notice it is no longer supplying Honeywell branded Turnout Gear at a larger discount for quantity orders over 75 firefighters; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product adjustments;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustments to product offering on Firefighting Equipment.**

Attachment A to the Master Price Agreement shall be amended in it's entirety to reflect the product adjustments:

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE	
TURNOUT GEAR				
1	Turnouts-all specifications	Honeywell (Morning Pride)	51.0%	
1	Turnouts-all specifications	TECGEN	10.0%	
1	Turnout-all specifications	Fire-Dex	10.0%	
WILD LAND GEAR				
1	Wild Land all available ensemble	Crew Boss (Western Shelter)	10.0%	
1	Wild Land all available ensemble	PGI	10.0%	
1	Wild Land all available ensemble	TECGEN	10.0%	
1	Wild Land all available ensemble	Fire-Dex	10.0%	
TECH RESCUE USAR/STATIONWEAR				
1	All available specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Tech Rescue/Wildland	TECGEN	10.0%	
11	Stationware, boots, accessories	511	27.0%	Discount is off MAP

11	Stationware	Workrite	15.0%	
11	Horace Small Stationware	VF Imageware	20%	
11	Badges	Blackington	25.0%	
11	Tech Rescue/Wildland	Fire-Dex	10.0%	
HELMETS				
1	All models	Bullard	35.0%	
1	All models	Honeywell	20.0%	
1	All models	Fire-Dex	10.0%	
GLOVES				
1	Hexarmor Gloves and gear	Hexarmor	10.0%	
1	Honeywell Gloves and gear	Honeywell	10.0%	
1	Structure, Wildland and Rescue	Dragon Fire	10.0%	
1	M1X Glove	Veridian MES M1X	29.0%	
1	Excalibur Glove	Fire Craft	10.0%	
1	All Models	Fire-Dex	10.0%	
BOOTS				
1	Structure, Station, Wildand	Honeywell	20.0%	
11	Station	Bates	10.0%	
11	Station	511	27.0%	Discount is off of MAP
1	Structure	Fire Dex	10.0%	
ACCESSORIES				
4	Rescue	CMC	15.0%	
4	Rescue	RIT	17.0%	
4	Harness	Gemtor	15.0%	
1	Eye wear	ESS	30.0%	
1	Lights and cases	Pelican	25.0%	
5	Training Regulators	Blast Mask	9.0%	
1	Lights	Fox Furry	12.0%	
1	Lights	Koehler-Bright Star	5.0%	
1	Lights	Streamlight	40.0%	
12	Lockers, racks, shelving	Groves Reddy Rack	15.0%	
12	Cleaning, alterations, customization	Northwest Safety Clean		Fixed pricing
11	Embellishments	511		Fixed pricing, typically included with uniform item pricing

11	All models	Fire-Dex	10.0%	
OTHER				
13	Service, prevent. maint. tools	MES Cert Techs	See Hurst configuration form	
13	Tool labor out of warranty		\$85 per hour	Where MES is 1F
12	Compressors fill air carts	SCOTT	10.0%	
12	Compressors fill stations	SCOTT	10.0%	Free freight is the discount
12	Compressed air storage	SCBAs Inc.	10.0%	
1	Thermal Imaging Cameras	SCOTT/ISG	8.0%	
1	Thermal Imaging Cameras	SEEK	10%	
3	Rescue tools	Genesis	10.0%	Valid only: UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IN
3	Rescue tools	Holmatro	5.0%	Valid only: AK, IN
3	Rescue tools	Hurst	20.0%	Valid only: NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA, MS
3	Rescue tools	Ajax	15.0%	
4	Ladders	Aluminum Ladder Co.	20.0%	
4	Ladders	Little Giant	5.0%	
5	Training Aids	Simulaids	8.0%	
1	Batfan	Leader North America	5.0%	
1-2	Fans, saws	Euramco (Ram Fan)	20.0%	
1-2	Fans, saws	Tempest	20.0%	
1-2	Fans, saws	Super Vac	10.0%	Valid only: HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
2	Saws	Cutter Edge	15.0%	
4	Detection	Industrial Scientific	7.0%	
4	Gas detection	Scott Safety	5.0%	
6	Hazmat Decon Gear	FSI North America	10.0%	
6	Hazmat Decon Gear	DuPont	15.0%	MFG \$2000 min. order
2	Tools	Nupla	30.0%	
2	Tools	Leatherhead	30.0%	
2	Tools	Council	30.0%	
12	Brackets	Flamefighter	25.0%	
12	Brackets	Ziamatic	25.0%	
12	Batteries	Duracel	40.0%	

12	Knives	Benchmade	30.0%	
7	Extinguishers	Amerex	25.0%	
12	Light bars	Whelen	25.0%	
9	Hose	Firequip	25.0%	Discount off catalog price
9	Hose	Matex	25.0%	
9	Hose	Kochek hose only	25.0%	
9	Brass	Kochek-other than hose	40.0%	
9	Brass	Elhart	40.0%	
9	Brass	TFT	30.0%	Valid only: PA, VA, NJ, FL, NY, NC, IL, TN
9	Brass	G-Force/TFT	No discount per manufacturer restrictions	
9	Brass	Harrington	35.0%	
9	Brass	S&H	Catalog price which is roughly 25% off	
9	Brass	Action Coupling	25.00%	
8	Foam	Ansul	20.0%	
8	Foam	Chem Guard	20.0%	
8	Foam	National	5.0%	
10	Pumps	CET	10.0%	
12	Body Armor	Point Blank	30.0%	Regular Items
12	Body Armor	Point Blank	20.0%	Helmets, plates, ect.
12	EMS Medic sets	Point Blank	25.0%	Added discounts on these items when available
12	Tactical options, plates, helmets, etc.	Point Blank Parclete	20.0%	Added discounts on these tactical options normally
11	Gearbag	Fire-Dex	10.0%	
13	Detection Testing	OHD	5.0%	

Fourth Amendment to Firefighting Equipment Master Price Agreement

Product Adjustments

This Amendment to the Master Price Agreement is entered into this 12th day of June, 2019 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about August 24, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about February 5, 2019 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Third Amendment to the Master Price Agreement on or about April 2, 2019 and by this reference incorporated herein; and

WHEREAS, 4.9 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included accessories and gloves in its proposal; and

WHEREAS, Vendor has provided notice it began supplying Blast Mask branded accessories; and

WHEREAS, Vendor has provided notice on or about June 7, 2019 to add Blast Mask branded products to the Master Price Agreement at a discount that is within the range of discounts included in the Master Price Agreement; and

WHEREAS, Vendor has provided notice it began supplying Honeywell branded gloves; and

WHEREAS, Vendor has provided notice on or about June 7, 2019 to add Honeywell branded gloves to the Master Price Agreement at the same discount as the brands other products included in the Master Price Agreement; and

WHEREAS, Vendor included Petrogen branded Accessories, Duo branded Ladders and Globe branded Turnouts and Boots; and

WHEREAS, Vendor has provided notice it is no longer supplying Petrogen branded Accessories, Duo branded Ladders and Globe branded Turnouts and Boots; and

WHEREAS, Vendor has provided notice on or about June 7, 2019 to remove Petrogen branded Accessories from the Master Price Agreement; and

WHEREAS, Vendor has provided notice on or about June 10, 2019 to remove Duo branded Ladders and Globe branded Turnouts and Boots from the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product adjustments;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustments to product offering on Firefighting Equipment.**
Attachment A to the Master Price Agreement shall be amended in full to reflect the product adjustments:

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

Original Price List has been removed but is available upon request.
Current Price List is included in Attachment A in the Amendment set forth at the beginning of this document.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2 nd Day Air	FedEx Next Day Air
\$0 – 24.99	\$4.95	\$16.95	\$28.95
\$25 – 49.99	\$6.95	\$18.95	\$30.95
\$50 – 99.99	\$11.95	\$23.95	\$35.95
\$100 – 149.99	\$13.95	\$25.95	\$37.95
\$150 – 199.99	\$15.95	\$27.95	\$39.95
\$200 – 249.99	\$17.95	\$29.95	\$41.95
\$250 – 299.99	\$19.95	\$31.95	\$43.95
\$300 – 349.99	\$21.95	\$33.95	\$45.95
\$350 – 399.99	\$23.95	\$35.95	\$47.95
\$400 – 449.99	\$25.95	\$37.95	\$49.95
\$450 – 499.99	\$27.95	\$39.95	\$51.95
\$500 – 749.99	\$29.75	\$41.95	\$53.95
\$750 – 999.99	\$31.95	\$43.95	\$55.95
Greater than \$1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov member upon execution of the Intergovernmental Agreement.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AGENCY:



Date 06/12/2019

BY: Teila Leighton
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES INC.:



Date 6/12/19

BY: Seth Cosans
ITS: Contract Administrator

Third Amendment to Firefighting Equipment Master Price Agreement

Product Adjustment

This Amendment to the Master Price Agreement is entered into this 2nd day of April, 2019 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about August 24, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about February 5, 2019 and by this reference incorporated herein; and

WHEREAS, 4.9 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included turnout gear, wild land gear, helmets, gloves, hazmat decon gear, accessories and other services; and

WHEREAS, Vendor has provided notice it began supplying Fire-Dex branded turnout gear, wild land gear, hemets, gloves, and accessories; and

WHEREAS, Vendor has provided notice on or about March 28, 2019 to add Fire-Dex branded products to the Master Price Agreement at a discount that is within the range of discounts included in the Master Price Agreement; and

WHEREAS, Vendor has provided notice it began supplying TECGEN branded turnout gear; and

WHEREAS, Vendor has provided notice on or about March 28, 2019 to add TECGEN branded turnout gear to the Master Price Agreement at the same discount as the brands other products included in the Master Price Agreement; and

WHEREAS, Vendor has provided notice it began supplying DuPont branded hazmat decon gear; and

WHEREAS, Vendor has provided notice on or about March 28, 2019 to add DuPoint branded hazmat decon gear to the Master Price Agreement at a discount that is within the range of discounts included in the Master Price Agreement; and

WHEREAS, Vendor has provided notice it began supplying OHD branded Detection Testing; and

WHEREAS, Vendor has provided notice on or about March 28, 2019 to add OHD branded Detection Testing to the Master Price Agreement at a discount that is within the range of discounts included in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustment to product offering on Firefighting Equipment.**

Attachment A to the Master Price Agreement shall be amended in full to reflect the product adjustments:

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

Original Price List has been removed but is available upon request.
Current Price List is included in Attachment A in the Amendment set forth at the beginning of this document.

Orders \$7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States				
Subtotal Threshold	FedEx		FedEx Next	
	Ground	Day Air	FedEx 2 nd Day Air	Day Air
\$0 – 24.99	\$4.95	\$16.95	\$18.95	\$28.95
\$25 – 49.99	\$6.95	\$18.95	\$23.95	\$30.95
\$50 – 99.99	\$11.95	\$23.95	\$25.95	\$35.95
\$100 – 149.99	\$13.95	\$25.95	\$27.95	\$37.95
\$150 – 199.99	\$15.95	\$27.95	\$29.95	\$39.95
\$200 – 249.99	\$17.95	\$29.95	\$31.95	\$41.95
\$250 – 299.99	\$19.95	\$31.95	\$33.95	\$43.95
\$300 – 349.99	\$21.95	\$33.95	\$35.95	\$45.95
\$350 – 399.99	\$23.95	\$35.95	\$37.95	\$47.95
\$400 – 449.99	\$25.95	\$37.95	\$39.95	\$49.95
\$450 – 499.99	\$27.95	\$39.95	\$41.95	\$51.95
\$500 – 749.99	\$29.75	\$41.95	\$43.95	\$53.95
\$750 – 999.99	\$31.95	\$43.95	\$45.95	\$55.95
Greater than \$1000	3%	5%	6%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AGENCY:

Teila Leighton

Date 04/02/2019

BY: Teila Leighton
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES INC.:

Contract Administrator

Date 4/2/19

BY: *Contract Administrator*
ITS: Contract Administrator

Second Amendment to Firefighting Equipment Master Price Agreement

Distribution Area Adjustment

This Amendment to the Master Price Agreement is entered into this 5th day of February, 2019 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about August 24, 2017 and by this reference incorporated herein; and

WHEREAS, Vendor has provided notice to expand an area of distribution for a manufacturer on Attachment A on or about January 31, 2019; and

WHEREAS, Vendor can distribute Bullard Helemts to all states; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the distribution area adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustment to distribution area on Firefighting Equipment.**
Attachment A to the Master Price Agreement shall be amended in part to reflect the distribution area adjustment:

Bullard Helmets are 35% off MSRP (NOT applicable in: N/A)

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AGENCY:

Paul Leighton Date 2/5/19
BY:
ITS:

MUNICIPAL EMERGENCY SERVICES INC.:

Seth Cosans Contract Admin Ref 0000168
Seth Cosans Date 2/5/19
BY:
ITS:

Amendment to Firefighting Equipment Master Price Agreement

Distribution Area Adjustment

This Amendment to the Master Price Agreement is entered into this 24 day of August, 2017 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Vendor has provided notice to correct a scrivener error regarding area of distribution for a manufacturer on Attachment A on or about August 15, 2017; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the distribution area adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustment to distribution area on Firefighting Equipment.**

Attachment A to the Master Price Agreement shall be amended in part to reflect the distribution area adjustment:

Globe Boots are 25% off MSRP (Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND)

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AGENCY:

Heidi Arnold Date 8/24/17
BY: Heidi Arnold
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES INC.:

[Signature] Date 8/24/17
BY:
ITS:

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“PPA” or “Purchaser”) Municipal Emergency Services, Inc./Lawmen Supply Company (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain Firefighting Equipment and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No. 1605 for Firefighting Equipment; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1605 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.11 “Parties” shall mean the Purchaser and Vendor.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link

with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and

Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A

shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements

of the solicitation. No products may be added to avoid competitive procurement requirements.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs,

obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any

advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:
Public Procurement Authority

25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
Municipal Emergency Services, Inc./Lawmen Supply Company
7 Poverty Rd 85H Bennett Square
Southbury, CT 06488
ATTN: Seth Cosans

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 – COUNTERPARTS

This Agreement ~~may be executed in counterparts all of which~~ together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contract Manager
Public Procurement Authority

Dated: May 28, 2017

VENDOR:

Signature: Seth Cosans #1605

Printed Name: Seth Cosans

Title: Contract Administrator
Municipal Emergency Services, Inc./Lawmen Supply Company

Dated: 5/28/17

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Original Price List has been removed but is available upon request.
Current Price List is included in the Attachment A in the Amendment
set forth at the beginning of this document.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement (“IGA”), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency’s legal requirements as if it were the “Purchaser” hereunder.

ATTACHMENT D

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Amendment to Self-Contained Breathing Apparatus (SCBA) Master Price Agreement

Product Category Adjustment

This Amendment to the Master Price Agreement is effective this 15 day of February, 2018 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY ("Vendor") based upon the sales and/or service of Self-Contained Breathing Apparatus (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about May 29, 2017 and by this reference incorporated herein; and

WHEREAS, Vendor responded to Product Category 5 with net pricing in its Proposal; and

WHEREAS, Vendor included Fill Stations and Compressors in its Proposal; and

WHEREAS, Vendor has provided notice, on or about January 24, 2018, that Fill Stations and Compressors are miscategorized in Product Category 4 and are intended to be included in Product Category 5; and

WHEREAS, Vendor desires that the Master Price Agreement shall be amended in part to reflect the correct Product Category for Fill Stations and Compressors; and

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO SELF-CONTAINED BREATHING APPARATUS (SCBA) MASTER PRICE AGREEMENT

1. **Adjustment to Product Category Structure on Self-Contained Breathing Apparatus (SCBA)**. Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

"ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when

possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE
1	SCBA sets NFPA	SCOTT SAFETY	25% off current list price
2	Face pieces	SCOTT SAFETY	25% off current list price
2	Communications and face piece options	SCOTT SAFETY	10% off current list price
1 & 4	Cylinders	SCOTT SAFETY	25% off current list price
4	Air cart	SCOTT SAFETY	10% off current list price
5	Fill stations and compressors	SCOTT SAFETY	Net price on price sheet
6	Rit PAKs	SCOTT SAFETY	10% off current list price
6	SKA PAKs	SCOTT SAFETY	10% off current list price
6	PAK Tracker	SCOTT SAFETY	10% off current list price
5	Service for SCBA air test	SCOTT SAFETY	\$110 per unit
5	Service for SCBA labor per hour for non-warranty	MES SCOTT Tech	\$70 per hour
5	Parts	SCOTT SAFETY	Net price on price sheet

Orders \$7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2 nd Day Air	FedEx Next Day Air
\$0 – 24.99	\$4.95	\$16.95	\$28.95
\$25 – 49.99	\$6.95	\$18.95	\$30.95
\$50 – 99.99	\$11.95	\$23.95	\$35.95
\$100 – 149.99	\$13.95	\$25.95	\$37.95
\$150 – 199.99	\$15.95	\$27.95	\$39.95
\$200 – 249.99	\$17.95	\$29.95	\$41.95
\$250 – 299.99	\$19.95	\$31.95	\$43.95
\$300 – 349.99	\$21.95	\$33.95	\$45.95
\$350 – 399.99	\$23.95	\$35.95	\$47.95
\$400 – 449.99	\$25.95	\$37.95	\$49.95
\$450 – 499.99	\$27.95	\$39.95	\$51.95
\$500 – 749.99	\$29.75	\$41.95	\$53.95
\$750 – 999.99	\$31.95	\$43.95	\$55.95
Greater than \$1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 29, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:



BY: Tella Leighton
ITS: Contract Manager

Date 2/15/18

MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY:



BY: Seth Cosans
ITS: Contract Administrator

Date 2/15/18



Pricing and Discount Summary

4.5.7.

Pricing and Discount Summary PPA RFP 1605, Contract # 0000168,
5/28/17-5/28/20 with three one year option extensions.

"FIREFIGHTING EQUIPMENT"

MES/Lawmen Supply Co is offering the following products and discounts in this contract. In the event that a manufacturer makes concessions or gives special pricing, MES may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions. List prices are subject to change but the discount percentage will remain constant.

AMENDMENT TO MASTER PRICE AGREEMENT

1. Adjustment to product offering on Firefighting Equipment.

Attachment A to the Master Price Agreement shall be amended in full to reflect the product adjustments:

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE	
TURNOUT GEAR				
1	Turnouts-all specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
1	Turnouts-all specifications	TECGEN	10.0%	
1	Turnout-all specifications	Fire-Dex	10.0%	
WILD LAND GEAR				
1	Wild Land all available ensemble	Crew Boss (Western Shelter)	10.0%	
1	Wild Land all available ensemble	PGI	10.0%	
1	Wild Land all available ensemble	TECGEN	10.0%	
1	Wild Land all available ensemble	Fire-Dex	10.0%	
TECH RESCUE USAR/STATIONWEAR				
1	All available specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
1	Tech Rescue/Wildland	TECGEN	10.0%	
11	Stationware, boots, accessories	511	27.0%	Discount is off MAP
11	Stationware	Workrite	15.0%	

11	Horace Small Stationware	VF Imageware	20%	
11	Badges	Blackington	25.0%	
11	Tech Rescue/Wildland	Fire-Dex	10.0%	
HELMETS				
1	All models	Bullard	35.0%	
1	All models	Honeywell	20.0%	
1	All models	Fire-Dex	10.0%	
GLOVES				
1	Hexarmor Gloves and gear	Hexarmor	10.0%	
1	Honeywell Gloves and gear	Honeywell	10.0%	
1	Structure, Wildland and Rescue	Dragon Fire	10.0%	
1	M1X Glove	Veridian MES M1X	29.0%	
1	Excalibur Glove	Fire Craft	10.0%	
1	All Models	Fire-Dex	10.0%	
BOOTS				
1	Structure, Station, Wildand	Honeywell	20.0%	
11	Station	Bates	10.0%	
11	Station	511	27.0%	Discount is off of MAP
1	Structure	Fire Dex	10.0%	
ACCESSORIES				
4	Rescue	CMC	15.0%	
4	Rescue	RIT	17.0%	
4	Harness	Gemtor	15.0%	
1	Eye wear	ESS	30.0%	
1	Lights and cases	Pelican	25.0%	
5	Training Regulators	Blast Mask	9.0%	
1	Lights	Fox Furry	12.0%	
1	Lights	Koehler-Bright Star	5.0%	
1	Lights	Streamlight	40.0%	
12	Lockers, racks, shelving	Groves Reddy Rack	15.0%	
12	Cleaning, alterations, customization	Northwest Safety Clean		Fixed pricing
11	Embellishments	511		Fixed pricing, typically included with uniform item pricing
11	All models	Fire-Dex	10.0%	
OTHER				
13	Service, prevent. maint. tools	MES Cert Techs	See Hurst configuration form	
13	Tool labor out of warranty		\$85 per hour	Where MES is 1F
12	Compressed air storage	SCBAs Inc.	10.0%	

1	Thermal Imaging Cameras	SCOTT/ISG	8.0%	
1	Thermal Imaging Cameras	SEEK	10%	
3	Rescue tools	Genesis	10.0%	Valid only: UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IN
3	Rescue tools	Holmatro	5.0%	Valid only: AK, IN
3	Rescue tools	Hurst	20.0%	Valid only: NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA, MS
3	Rescue tools	Ajax	15.0%	
4	Ladders	Aluminum Ladder Co.	20.0%	
4	Ladders	Little Giant	5.0%	
5	Training Aids	Simulaids	8.0%	
1	Batfan	Leader North America	5.0%	
1-2	Fans, saws	Euramco (Ram Fan)	20.0%	
1-2	Fans, saws	Tempest	20.0%	
1-2	Fans, saws	Super Vac	10.0%	Valid only: HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
2	Saws	Cutter Edge	15.0%	
4	Detection	Industrial Scientific	7.0%	
4	Gas detection	Scott Safety	5.0%	
6	Hazmat Decon Gear	FSI North America	10.0%	
6	Hazmat Decon Gear	DuPont	15.0%	MFG \$2000 min. order
2	Tools	Nupla	30.0%	
2	Tools	Leatherhead	30.0%	
2	Tools	Council	30.0%	
12	Brackets	Flamefighter	25.0%	
12	Brackets	Ziamatic	25.0%	
12	Batteries	Duracel	40.0%	
12	Knives	Benchmade	30.0%	
7	Extinguishers	Amerex	25.0%	
12	Light bars	Whelen	25.0%	
9	Hose	Firequip	25.0%	Discount off catalog price
9	Hose	Matex	25.0%	
9	Hose	Kochek hose only	25.0%	
9	Brass	Kochek-other than hose	40.0%	
9	Brass	Elkhart	40.0%	
9	Brass	TFT	30.0%	Valid only: PA, VA, NJ, FL, NY, NC, IL, TN
9	Brass	G-Force/TFT	No discount per manufacturer restrictions	
9	Brass	Harrington	35.0%	
9	Brass	S&H	Catalog price which is roughly 25% off	
9	Brass	Action Coupling	25.00%	
8	Foam	Ansul	20.0%	
8	Foam	Chem Guard	20.0%	
8	Foam	National	5.0%	
10	Pumps	CET	10.0%	
12	Body Armor	Point Blank	30.0%	Regular Items

12	Body Armor	Point Blank	20.0%	Helmets, plates, ect.
12	EMS Medic sets	Point Blank	25.0%	Added discounts on these items when available
12	Tactical options, plates, helmets, etc.	Point Blank Parclete	20.0%	Added discounts on these tactical options normally
11	Gearbag	Fire-Dex	10.0%	
13	Detection Testing	OHD	5.0%	

Orders \$7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2 nd Day Air	FedEx Next Day Air
\$0 – 24.99	\$4.95	\$16.95	\$28.95
\$25 – 49.99	\$6.95	\$18.95	\$30.95
\$50 – 99.99	\$11.95	\$23.95	\$35.95
\$100 – 149.99	\$13.95	\$25.95	\$37.95
\$150 – 199.99	\$15.95	\$27.95	\$39.95
\$200 – 249.99	\$17.95	\$29.95	\$41.95
\$250 – 299.99	\$19.95	\$31.95	\$43.95
\$300 – 349.99	\$21.95	\$33.95	\$45.95
\$350 – 399.99	\$23.95	\$35.95	\$47.95
\$400 – 449.99	\$25.95	\$37.95	\$49.95
\$450 – 499.99	\$27.95	\$39.95	\$51.95
\$500 – 749.99	\$29.75	\$41.95	\$53.95
\$750 – 999.99	\$31.95	\$43.95	\$55.95
Greater than \$1000	3%	5%	6%



4.5.7 Pricing and Discount Summary PPA RFP 1610, Contract # 0000169 5/29/17-5/29/20 with three one year option extensions. "Self-Contained Breathing Apparatus "

MES/Lawmen Supply Co is offering the following products and discounts in this contract. In the event that a manufacturer makes concessions or gives special pricing, MES may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as

well. These credits are determined by product, product conditions, as well as market conditions. List prices are subject to change but the discount percentage will remain constant.



Attachment D **PPA RFP1610**
Contract # 0000169 5/29/17-5/29/23 with three one year option extensions. "Self-Contained Breathing Apparatus "

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE
			Or as noted.
1	SCBA sets NFPA	SCOTT SAFETY	25% off current list
2	Face Pieces	SCOTT SAFETY	25% off current list
2	Communications And Face Piece options	SCOTT SAFETY	10% off current list
1&4	Cylinders	SCOTT SAFETY	25% off current list
4	Air cart	SCOTT SAFETY	10% off current list
5	Fill Stations and Compressors	SCOTT SAFETY	Net price on price sheet
6	Rit PAKs	SCOTT SAFETY	10% off current list
6	SKA PAKs	SCOTT SAFETY	10% off current list
6	Pak Tracker	SCOTT SAFETY	10% off current list
5	Service for SCBA Air test	SCOTT SAFETY	per unit \$110.00
5	Service for SCBA Labor per hour For non- warranty	MES SCOTT Tech	per hour \$70.00
5	Parts	SCOTT SAFETY	Net price on price sheet

Orders \$7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States

Subtotal Threshold	FedEx Ground	FedEx 2nd Day Air	FedEx Next Day Air
\$0.00 to \$24.99	\$4.95	\$16.95	\$28.95
\$25 to \$49.99	\$6.95	\$18.95	\$30.95
\$50 to \$99.99	\$11.95	\$23.95	\$35.95
\$100 to \$149.99	\$13.95	\$25.95	\$37.95
\$150 to \$199.99	\$15.95	\$27.95	\$39.95
\$200 to \$249.99	\$17.95	\$29.95	\$41.95
\$250 to \$299.99	\$19.95	\$31.95	\$43.95
\$300 to \$349.99	\$21.95	\$33.95	\$45.95
\$350 to \$399.99	\$23.95	\$35.95	\$47.95
\$400 to \$449.99	\$25.95	\$37.95	\$49.95
\$450 to \$499.99	\$27.95	\$39.95	\$51.95
\$500 to \$749.99	\$29.95	\$41.95	\$53.95
\$750 to \$999.99	\$31.95	\$43.95	\$55.95
Greater than \$1000	3%	5%	6%



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 01/14/2020
 Quote # QT1327474
 Expires 02/13/2020
 Sales Rep Moore, Jeffrey S
 PO #
 Shipping Method FedEx Ground

Bill To
 ACCOUNTSPAYABLE@MURFREESBOROTN.GOV
 CITY OF MURFREESBORO
 TN
 United States

Ship To
 Teri Herron
 MURFREESBORO FIRE DEPT (TN)
 1311 Jones Blvd
 Murfreesboro TN 37129
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	10	888.57	8,885.70
201215-28			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED	5	0.00	0.00
X8914025005A04			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), No EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, SEMS II Pro, No Case, Packaged 2 SCBA Per Box (Black)	5	5,516.80	27,584.00

Subtotal 36,469.70
Shipping Cost (FedEx Ground) 0.00
Total \$36,469.70

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1327474

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Walter Hill Dam Final Balancing Change Order

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Construction contract final balancing change order (#3) of repairs to Walter Hill Dam and project closeout.

Staff Recommendation

Approve change order number three and closeout with Haren Construction Company, Inc.

Background Information

Haren Construction Company, Inc. (HCCI) has completed the repairs of the Walter Hill Dam. In addition, the Tennessee Department of Environment and Conservation has inspected the dam and states that it is in compliance with the Safe Dams Act.

Change Order No. 3 is to modify the contract amount by decreasing the amount by \$60,940.50. The deduction comes from quantity adjustments from both Change Order No. 1 and Change Order No. 2. The first adjustment in the amount of \$30,400.00 is for an unused coating system originally proposed in Change Order No. 1. The divers originally proposed two Five Star products as an underwater substitute for the two Sika products originally specified. After discussion with the manufacturer rep from Five Star, it was determined the first product applied to wall (Underwater Handpack Structural Concrete) functions as a standalone waterproofing system and does not need the second coating (Splash Zone Epoxy) as originally proposed. The remaining \$30,540.50 is for time, material, and labor not needed for the pressure grouting associated with Change Order No. 2. Because the weather cooperated with the Contractor and the subcontractor's schedule, the pressure grouting was able to be completed than the maximum time proposed in Change Order No. 2.

Council Priorities Served

Responsible budgeting

MWRD evaluates condition and lifespan of equipment and budgets responsibly to ensure reliable operation of facilities.

Maintain public safety

Failure to conduct this work will negatively impact water quality for the customer and lifespan of the asset.

Fiscal Impact

The contract price prior to this change order was \$631,959. Change Order Number Three will revise the final contract price to \$571,054, or a \$60,941 deduct.

Attachments

Walter Hill Dam Maintenance Project Change Order Number Three Closeout

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Report of asphalt purchases.

Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt are made throughout the month and reported with MWRD's O&M's construction projects. The attached report is provided pursuant to City Code, § 2-10 (E)(7). in compliance with this reporting requirement.

Pursuant to the City Code, § 2-10 (E)(7) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. §6-56-304(7).

Council Priorities Served

Responsible budgeting

Proper procurement ensures best cost savings to the Department and our customers.

Maintain public safety

Maintaining safe drivability of roadways affected by water resources operations focuses on customer service.

Fiscal Impacts

The overall costs associated with asphaltic material purchases for these O&M projects are in the range of \$150,000 to \$175,000 per year.

Attachments:

Asphalt Purchases Report

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Materials Bid: Water Line Replacement Glenwood Dr. and Lawndale Dr.

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Materials bids for water line replacement on Glenwood Dr. and Lawndale Dr.

Staff Recommendation

Approve purchase of the water line materials from the lowest bidder, Core & Main.

Background Information

Sealed bids were requested for the materials necessary to replace the water line located on Glenwood and Lawndale Drives.

Council Priorities Served

Maintain public safety

MWRD is taking a proactive approach to replace deteriorating water lines to maintain reliable service and prevent outages and costly repairs.

Fiscal Impacts

The cost of this project is \$30,539 and funds are available in the approved Capital Budget Expenditures Account 320 Water Lines.

Attachments

Core and Main Itemized Bid



Bid Proposal for MWSD Piping Materials for Glenwood and Lawndale Drive

CUSTOMER

MURFREESBORO WTR & SEWER DEPT
STOCK
1725 S CHURCH ST
MURFREESBORO, TN 37130

Job
MWSD Piping Materials for Glenwood and
Lawndale Drive
Bid Date: 12/09/2019
Bid #: 1143893

CONTACT

Sales Representative
Tanner Cole
(T) 615-893-0900
(F) 615-893-1238
Tanner.Cole@coreandmain.com

Core & Main
2353 South Church St
Murfreesboro, TN 37130
(T) 615-893-0900

NOTES



Bid Proposal for MWSD Piping Materials for Glenwood and Lawndale Drive

MURFREESBORO WTR & SEWER DEPT

Bid Date: 12/09/2019

Core & Main 1143893

Core & Main

2353 South Church St

Murfreesboro, TN 37130

Phone: 615-893-0900

Fax: 615-893-1238

Seq#	Qty	Description	Units	Price	Ext Price
20		PVC PIPE PRICE GOOD THROUGH			
30		1/9/20. MUST BE SHIPPED BY			
40		2/9/20.			
60	2000	8 C900 DR18 PVC PIPE (G) 20' PC235	FT	6.31	12,620.00
70	1	6X6 H615 MJ TAP SLV BLK F/DI OD 6.90	EA	828.57	828.57
80	1	6 T2361-19 MJ RW TAP VLV OL ON	EA	702.20	702.20
90	5	6 A2361-23 MJ RW GV OL L/ACC	EA	502.84	2,514.20
100	10	6 MJ REGULAR ACC SET (I)	EA	16.72	167.20
110	2	8X8 H615 MJ TAP SLV BLK F/DI 0808H615 OD 9.05	EA	1,101.62	2,203.24
120	2	8 T2361-19 MJ RW TAP VLV OL ON	EA	1,042.27	2,084.54
130	1	8X6 LEMJ RED C153 IMP	EA	48.00	48.00
140	5	8X6 MJ ANCH TEE C153 IMP	EA	119.83	599.15
150	5	A423 4' OPEN LEFT W/A 1 1/2" PENT,3WAY,NST-HOSE & PUMPER NOZZLE THREAD,YELLOW,OPEN DRAINS. 423-500086 DOES NOT INCLUDE STORZ	EA	1,754.47	8,772.35
				Sub Total	30,539.45
				Tax	0.00
				Total	30,539.45

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Rezoning property located along Cason Trail
[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Rezone approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Blue Sky Construction presented a zoning application [2019-426] for approximately 122.19 acres to be rezoned from RS-10 (Residential Single-Family District) and RS-15 to PUD (Planned Unit District). During its regular meeting on October 2, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

In the interim since the Planning Commission meeting, the neighboring property owners have submitted a "protest" per Section 6 of the Zoning Ordinance. Staff has reviewed the protest and confirmed that it complies with the requirements of the Zoning Ordinance; therefore, the zoning amendment shall not be passed except by a two-thirds vote of the Council.

Council conducted a public hearing on this matter on January 9, 2020 and then voted to defer action. Council then approved this matter on First Reading on January 30, 2020.

Attachments:

1. Ordinance 19-OZ-43
2. Protest from neighboring property owners

Neighborhood Protest Petition in Opposition to
Hidden River Estates Development ReZoning Request

Representatives for the neighborhood residents opposed to the proposed Hidden River Estates Development rezoning application respectfully submit the following document/information for consideration. We request that this document and any additional documentation submitted by this group be included and considered as a part of any official file or application concerning the Hidden River Estates Development rezoning request/application.

Further, it is respectfully requested that this information/documentation be made available to all council, committee, group or governing entity members having authorization to vote on and/or approve any such rezoning or development application or rezoning request.

On the following pages are a list of the affected homeowners, according to the city attorneys. These homeowners are signing this protest petition in opposition to the rezoning for high density development as proposed by the Hidden River Estates Development rezoning application.

Murfreesboro 2019 Zoning Ordinance APPENDIX A - ZONING Section 6 (page 34-35) UPDATED: 2/28/19

(F) *Required vote.* A favorable vote by a majority of the entire membership of the Council shall be required if the proposed amendment has been disapproved by the Commission, otherwise, the Council may approve or reject a proposed amendment by a majority vote. If a protest against a proposed amendment is presented in writing to the City Recorder, within ten days from the date of publication in a local newspaper of general circulation, duly signed and acknowledged by owners of twenty percent (20%) or more of any frontage proposed to be altered, or by the owners of twenty percent (20%) of the frontage immediately in the rear thereof, or by the owners of twenty percent (20%) of the frontage directly opposite the frontage proposed to be altered, such amendment shall not be passed except by a two-thirds (2/3) vote of the Council.

Received 10-31-19
Miles B. Wright
City Recorder, City of Murfreesboro

Wanda Hendricks

1543 Dodd Trail

Murfreesboro, TN 27128

October 29, 2019

As a statement of services:

Yesterday evening, October 28, 2019, I traveled door to door with Mike Green and Mariah Phillips to verify the identifications of residents located on Racht Club Drive, Eastview Drive, Dodd Trail and Stoney Meadow.

I verified, by picture IDs, of residents that I notarized. I wrote their ID numbers in the "Date Block" that most originally signed on the "Frontage" document.

All were notarized on October 28, 2019.

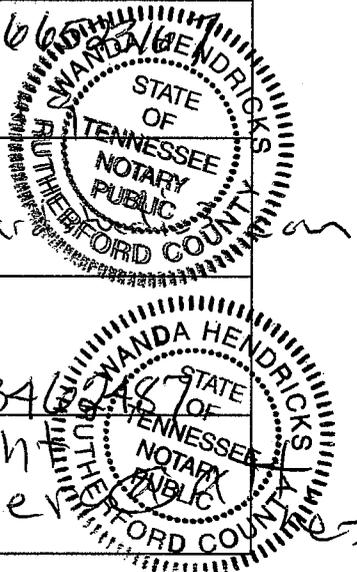
I am Wanda Hendricks

My notary is valid until 19 March 2023.

A handwritten signature in cursive script that reads "Wanda Hendricks". The signature is written in dark ink and is positioned at the bottom of the page.

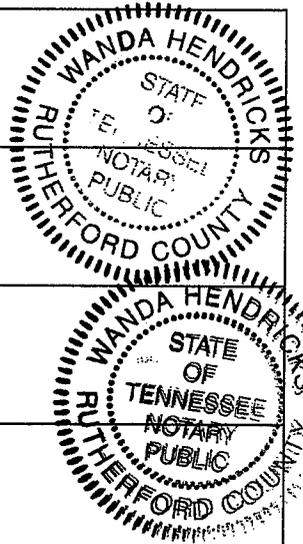
Parcel 1 Frontage: EASTVIEW DRIVE

2110	Print Name	Signature	Date
	Address	Phone	Email
2106	Print Name	Signature	Date
	Address	Phone	Email
2102	Print Name 2102 Ken Ward	Signature 	Date VALID 10/6/19 10/8/19
	Address 2102 Eastview drive	Phone 615-631-9622	Email Ken@ward.com
2101	Print Name STEVE WATKINS LYNNETTE WATKINS	Signature Steve Watkins Lynnette Watkins	Date 10/8/19
	Address 2101 EASTVIEW DRIVE	Phone 615-542-9423	Email knright@winger.com



Parcel 1 Frontage: RACQUET CLUB DRIVE

2214	Print Name Larry Morgan	Signature <i>Larry Morgan</i>	Date Oct. 8 th 2019 D 063589128
	Address 2214 Racquet Club Dr Murfreesboro, TN 37128	Phone 615-890-1899	Email
2220	Print Name Mary Leinard John Leinard	Signature <i>Mary Leinard</i> <i>John Leinard</i>	Date 10/08/19 D 033215702
	Address 2220 Racquet Club Nashville, TN 37128	Phone 615/439/0785	Email
2224	Print Name No Lot	Signature	Date
	Address	Phone	Email
2228	Print Name Mrs. Johns	Signature	Date
	Address	Phone	Email

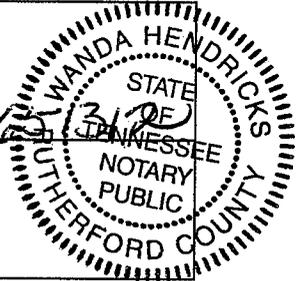


2232 7	Print Name Lénoir Culbertson Barry	Signature Lénoir H Culbertson	Date Oct 8, 2019 DL 2733008 056900896	
	Address 2232 Racquet Club M'boro, TN	Phone 615-969-3576	Email lenoir.culbertson@...	
2236 10	Print Name Suzanne Vaughan	Signature Suzanne Vaughan	Date Oct 8, 2019	
	Address 2236 Racquet Club Dr. Murfreesboro, TN 37128	Phone 615-556-1838	Email zarivon@gmail.com	
2240 15	Print Name Mason Thomas	Signature Mason Thomas	Date DL 069370373 10/8/19	
	Address 2240 Racquet Club Dr	Phone	Email	
2217	Print Name DAVID WHITE 2217 RACQUET CLUB M'BORO, 37128	Signature David White	Date 10/8/2019 DL 067427904	
	Address	Phone 615-848-2912	Email	

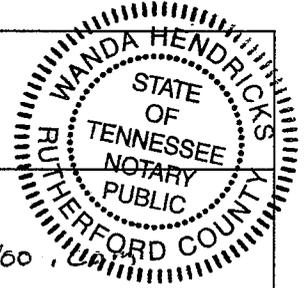
2221	Print Name Russell Ludlam	Signature <i>Russell Ludlam</i>	Date 8 Oct 19
	Address 2221 Racquet Club Dr Memphis Tenn TN 37128	Phone 469 358 5598	Email russellludlam@yahoo.com

Parcel 1 Frontage: RIVER ROCK BOULEVARD

827	Print Name Joe Chambers Linda Chambers	Signature <i>Linda Chambers</i>	Date 10/8/19 10/28/19 ^{DATE} 10/28/19 045651312
	Address 827 River-Rock BLVD	Phone (615) 542-3004	Email



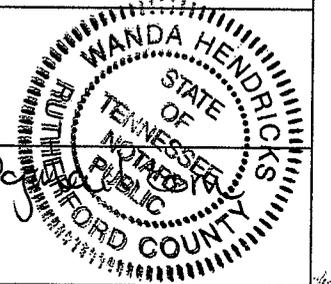
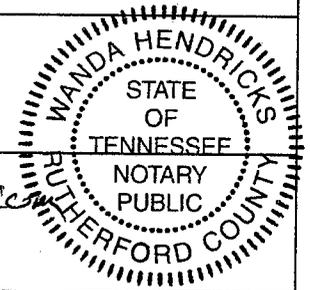
Parcel 2 Frontage: EASTVIEW DRIVE

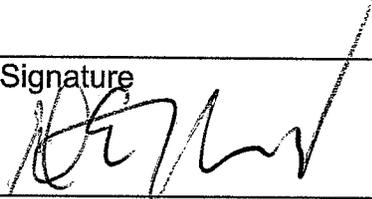


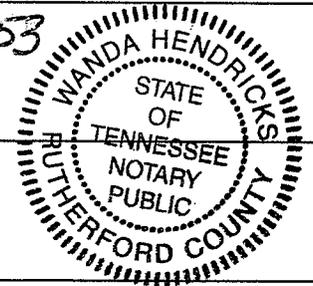
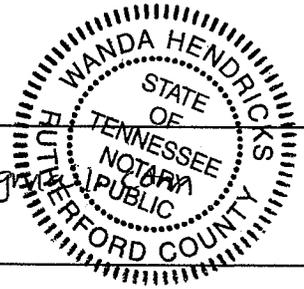
2103	Print Name JAMES MARLATT	Signature <i>James Marlatt</i>	Date 10-8-19 116576295
	Address 2103 EASTVIEW	Phone 869-5258	Email jimmarlattjr@yahoo.com
2107	Print Name Haley & Blake Pewitt	Signature <i>Haley Pewitt</i>	Date 10/9/19
	Address 2107 Eastview Dr.	Phone 615-568-1664	Email Haleyayarbrough@yahoo.com
2111	Print Name Eric Blackwood	Signature <i>Eric Blackwood</i>	Date 10/9/19 ERACKBLACK@GMAIL.COM
	Address 2111 EASTVIEW DR MULFREETSDORO TN 37128	Phone 615-519-1220	Email ↓

Parcel 2 Frontage: DODD TRAIL

1303	Print Name	Signature	Date
	Address	Phone	Email
1307	Print Name <i>Jane + David Duenweg</i>	Signature <i>Jane Duenweg</i>	Date <i>10-8-19</i> N# <i>124348510</i>
	Address <i>1307 Dodd Trail</i>	Phone <i>615-995-8088</i>	Email <i>jduenweg@msn.com</i>
1311	Print Name	Signature	Date
	Address	Phone	Email
1315	Print Name <i>DIANA K. CHASSE</i> <i>JAMES B. WALTERS</i>	Signature <i>D. Chasse</i> <i>J. Walters</i>	Date <i>10-8-19</i> <i>10-8-19</i> N# <i>117215466</i>
	Address <i>1315 Dodd Trl.</i> <i>Murfreesboro, TN 37128</i> <i>1315 Dodd Trail Murfreesboro</i> <i>TN</i>	Phone <i>615-556-5438</i>	Email <i>dhwchasse@...</i>



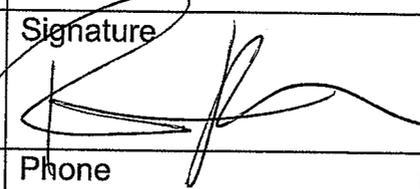
1319	Print Name Kristi Maxwell	Signature Kristi Maxwell	Date 10/8/19 DL# 0910191685
	Address 1319 Dodd trail Murfreesboro, TN 37128	Phone 615-812-4013	Email Kristi.maxwell85@gmail.com
1323	Print Name	Signature	Date
	Address	Phone	Email
1327	Print Name	Signature	Date
	Address	Phone	Email
1331	Print Name Desmond E. Mosley	Signature 	Date DL# 088581253 10-28-2019
	Address 1331 Dodd trail Murfreesboro TN 37128	Phone 615-400-1017	Email



1335	Print Name JOSHUA & LAUREL KEMP WATSON	Signature 	Date 10/8/19 102775082
	Address 1335 DODD TEL MIDORO, TN 37128	Phone 615-554-2304	Email LAUREL.WATSON@GMAIL.COM



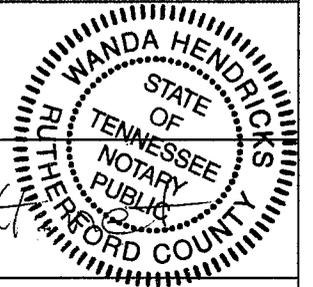
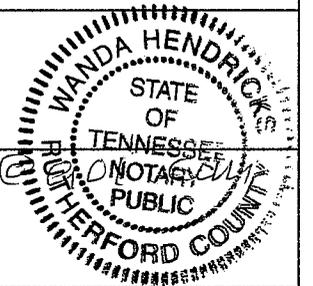
Parcel 2 Frontage: STONEY MEADOW DRIVE

1901	Print Name Tammy Bahmanziari	Signature 	Date 10/9/19
	Address 1901 Stoney Meadow Murfreesboro, TN 37128	Phone 615-653-1477	Email 14-05725762 tbahmanz@yahoo.com
1905	Print Name Robert Beyer	Signature 	Date 10/9/19
	Address 1905 Stoney Meadow Dr	Phone	Email Sgtbeyer@hotmail.com

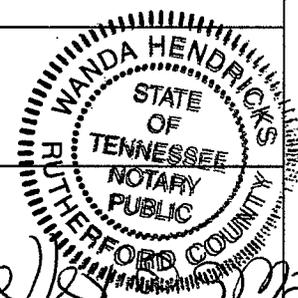


1907	Print Name	Signature	Date
	XXXXXXXXXX		
	Address	Phone	Email
1911	Print Name	Signature	Date
	Reynolds Fishback	Debra Fishback	10-9-19
	Address	Phone	Email
	1911 STONEY MEADOW		
1913	Print Name	Signature	Date
	Address	Phone	Email
1917	Print Name	Signature	Date
	Address	Phone	Email

1921	Print Name	Signature	Date
	Address	Phone	Email
1925	Print Name MARY ANN PARKER DEWAYNE PARKER	Signature <i>Mary Ann Parker</i> <i>DeWayne Parker</i>	Date DL# 073143901
	Address 1925 STONEY MEADOW MURFREESBORO, TN 37128	Phone 896-0035	Email mscowsecw1@
1929	Print Name Mary Beth Taylor	Signature <i>Mary Beth Taylor</i>	Date 10/9/19 DL# 114950629
	Address 1929 Stoney Meadow Drive	Phone 615 9875115	Email tngirl1929@att
1933	Print Name	Signature	Date
	Address	Phone	Email



1937	Print Name	Signature	Date
	Address	Phone	Email
1941	Print Name Tanner McKelley	Signature <i>Tanner McKelley</i>	Date 10-9-19
	Address 1941 Stony Meadows	Phone 615-427-2025	Email Tvmckelley@gmail.com
1945	Print Name Christian Stokes	Signature <i>Christian Stokes</i>	Date 10-9-19
	Address 1945 Stony Meadow Drive Memphis TN 37128	Phone 615-579-6313	Email
1949	Print Name	Signature	Date
	Address	Phone	Email

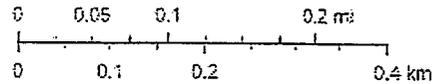


ArcGIS Web Map



7/25/2019, 11:05:43 AM

1:9,028



Blue X = Parcel 1 Frontage
~~Red X = Parcel 2 Frontage~~
 Red X = Parcel 2 Frontage

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Tennessee GIS, Esri, HERE, Garmin, INCREMENT P, METAUNSA, USGS, EPA, NPS, US Census Bureau, USDA | MapInfo | ArcGIS

ORDINANCE 19-OZ-43 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 122.19 acres along Cason Trail, Eastview Drive, and Racquet Club Drive from Single-Family Residential Ten (RS-10) District and Single-Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District (Hidden River Estates PUD); Blue Sky Construction, applicant [2019-426].

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 Unit Development (PUD) 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 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:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

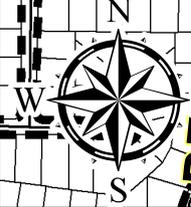
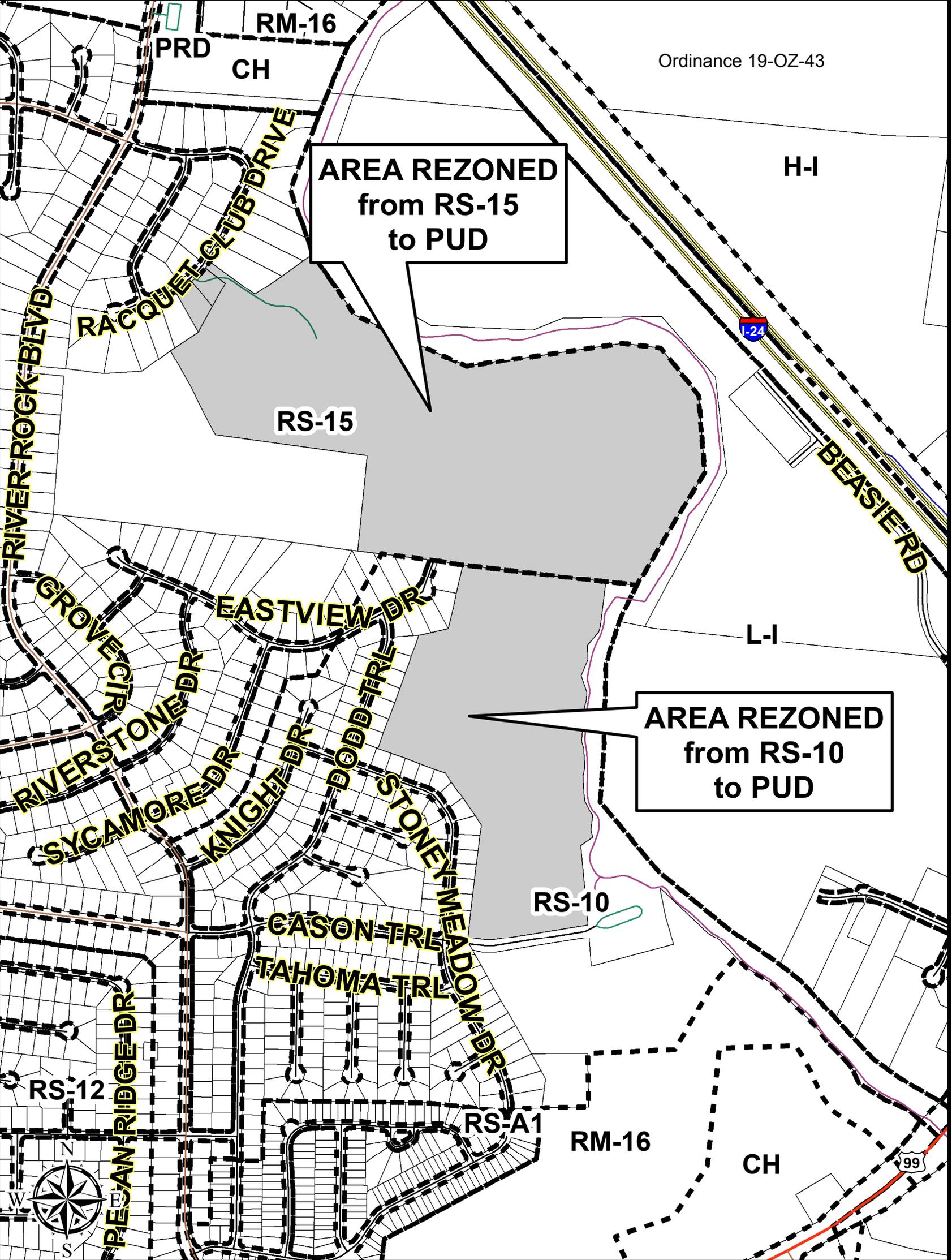
SEAL

**AREA REZONED
from RS-15
to PUD**

RS-15

**AREA REZONED
from RS-10
to PUD**

RS-10



RIVER-ROCK BLVD

RACQUET CLUB DRIVE

BEASLIE RD

GROVE CTR
RIVERSTONE DR
SYCAMORE DR

EASTVIEW DR

KNIGHT DR
DOBBS TRLE

STONEY MEADOW DR
CASON TRLE
TAHOMA TRLE

PECAN RIDGE DR

RS-12

RS-A1

RM-16

CH

H-I

L-I

99

I-24

PRD

CH

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: WRRF Aerators Installation

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider construction task order with John Bouchard & Sons to install the WRRF's Oxidation Ditch Aerators.

Staff Recommendation

Approve Task Order 19-05 with John Bouchard & Sons Co. (JB&S) at a cost of \$70,047.

Background Information

The Oxidation Ditch Aerators to be replaced were originally installed at the Water Resource Recovery Facility in 2000. This equipment has reached the end of its useful life. Council previously approved the purchase of the aerators in March of 2019. This material has been delivered and staff is now requesting approval for the installation utilizing the standing mechanical and electrical services contract awarded to JB&S.

Council Priorities Served

Maintain public safety

This equipment is part of the infrastructure at the Water Resource Recovery Facility. It enables the facility to produce an excellent quality of water that enhances the West Fork Stones River for safe public use, beautiful scenery, and thriving aquatic life.

Operational Issues

The Aerators are key units of the water treatment process. The system relies on a total of nine 200 HP Aerators mechanically introducing oxygen into the biological mixed liquid to achieve compliance with the City's Federal environmental permit.

Fiscal Impact

The Installation will be funded from the Department's working capital reserves at a cost of \$70,047 (\$23,349 for each of three aerators).

Attachments

JB&S Task Order 19-05



...

TASK ORDER NO. 19-05

January 10, 2020

BETWEEN

**JOHN BOUCHARD & SONS COMPANY AND CITY OF MURFREESBORO
acting by and through the Murfreesboro Water and Sewer Department**

UNDER

Water/Wastewater System Mechanical/Electrical Services Contract

DATED

June 6, 2019 thru June 6, 2020

FOR

Aerator Gearbox Installation at Sinking Creek WWTP

Aerators 1B, 1C, and 2B

Task Order No. 19-05

***Aerator Gearbox Replacement 1B, 1C, and 2B
Murfreesboro Sinking Creek Waste Water Treatment Plant***

BACKGROUND

JBS has been asked to remove and replace three (3) aerator gearboxes 1B, 1C, and 2B and upper columns at the Sinking Creek WWTP. JBS has confirmed with Ovivo that the aerator gearboxes will come with mounting plates and adapter shaft, along with the motors including aegis rings. Budget pricing includes crane, equipment rental, and labor.

Note that included budget estimate is for one (1) aerator, as requested by MWRD.

SCOPE OF WORK

Labor and materials by JBS to replace the aerator gearboxes as described above.

FISCAL IMPACT

Murfreesboro Service Contract Rate Sheet - 2019			
Task Order 19-05: Aerator Gearbox Remove & Reinstall (Priced as Each)			

Description	Qty (hrs)	Rate	Extended
Project Mgr (RT)		\$75.00	\$0.00
Project Mgr (OT)		\$110.00	\$0.00
Superintendent (RT)		\$67.00	\$0.00
Superintendent (OT)		\$100.50	\$0.00
Apprentice/Helper (RT)		\$37.00	\$0.00
Apprentice/Helper (OT)		\$55.50	\$0.00
Expediter/Delivery (RT)		\$29.00	\$0.00
Expediter/Delivery (OT)		\$43.50	\$0.00
Machine Shop Millwright (RT)	80	\$60.00	\$4,800.00
Machine Shop Millwright (OT)	30	\$90.00	\$2,700.00
HVAC/Plb Service Tech (RT)		\$66.00	\$0.00
HVAC/Plb Service Tech (OT)		\$99.00	\$0.00

Equipment	Qty (hrs)	Rate/Hr	Extended
Welder		\$15.00	\$0.00
Power Threader		\$10.00	\$0.00
Mini/Midi Hammer		\$10.00	\$0.00
Variable Reach Forklift		\$27.00	\$0.00
Pickup Truck	60	\$15.00	\$900.00
Scissor Lift		\$19.00	\$0.00
Skid Steer		\$25.00	\$0.00
Boom Man Lift		\$29.00	\$0.00

Materials & Subcontractors		
Crane - Counterweights In/Out for Removal	Clark Crane	\$1,600.00
Crane - 8 hrs @ \$540/hr for Removal	Clark Crane	\$4,320.00
Crane - Counterweights In/Out for Reinstall	Clark Crane	\$1,600.00
Crane - 8 hrs @ \$540/hr for Reinstall	Clark Crane	\$4,320.00
Hydraulic Wrench Rental		\$1,250.00
Misc		\$500.00
Markup on Material & Subcontractors	10.00%	\$1,359.00

TOTAL ESTIMATE PER AERATOR	\$23,349.00
---------------------------------------	--------------------

Contractor:

John Bouchard and Sons Company

By: David Proctor IV

Name: David Proctor

Title: Project Manager

Date: 1/10/20

City:

City of Murfreesboro

By: _____

Name: Shane McFarland

Title: Mayor

Date: _____

Approved as to Form: _____
Adam F. Tucker, City Attorney

CONTRACTOR NOTICE CONTACT INFORMATION

CITY NOTICE CONTACT INFORMATION

John Bouchard and Sons Company

Mailing address 1024 Harrison St.
Nashville, TN 37203

Phone number 615-256-0112

Fax number 615-256-2427

Company Contact David Proctor

E-mail David.Proctor@jbouchard.com

Murfreesboro Water and Sewer Dept.

Mailing address 300 NW Broad St.
Murfreesboro, TN 37130

Phone number 615-890-0862

Fax number 615-896-4259

Company Contact Darren Gore

E-mail dgore@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Murfreesboro Water Resources Water Tank Painting and Repairs Bids

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input checked="" type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Award of contract for Mill Street, Tiger Hill and Halls Hill Water Storage Tank Painting and Repairs bid.

Staff Recommendation

Approve the construction contract with Currens Construction Services, LLC for painting and repairing Halls Hill, Tiger Hill and Mill Street water storage tanks.

Background Information

The project is to repair and paint three of the five water storage tanks in Murfreesboro Water Resources water service area. Over several years, MWRD's water storage tanks require recoating of paint and repairs associated with tank degradation. The referenced tanks have been evaluated are in need of improvements.

Council Priorities Served

Responsible budgeting

MWRD evaluates condition and lifespan of equipment and budgets responsibly to ensure reliable operation of facilities.

Maintain public safety

Failure to conduct this work will negatively impact water quality for the customer and lifespan of the asset.

Fiscal Impact

The cost for recoating the Mill Street, Tiger Hill and Halls Hill tanks is \$2,557,130. The budget for this project is \$2,596,300. The project comes in \$39,170 under budget. Funding is in the FY20 CapEx.

Attachments

1. SRWTP – MWRD Water Tanks Evaluation of Bids Rebid
2. SRWTP – Bid Summary Tab MWRD Water Tanks Rebid



January 13, 2020

Mr. Alan Cranford
City of Murfreesboro, Tennessee
5528 Sam Jared Road
Murfreesboro, TN 37129

Transmitted Via Email

Re: **MURFREESBORO WATER RESOURCES DEPARTMENT
Tiger Hill, Mill Street and Halls Hill Water Tanks
Evaluation of Bids & Recommendation (Re-Bid)
SSR No. 1841021.0**

Dear Mr. Cranford:

On Tuesday, January 7, 2020 at 2:00 P.M., bids were opened for the MWRD Tiger Hill, Mill Street and Halls Hill Water Tanks project. Seven (7) bids were submitted. Maguire Iron, Scott I. Enterprises, Suburban Contractors and Viking Painting did not submit a bid. A list of bidders and bid amounts are shown below.

<u>Bidder</u>	<u>Bid Amount</u>
1. Currens Construction, LLC	\$2,557,130.00
2. Preferred Sandblasting and Painting, LLC	\$2,618,720.00
3. Suez – Utility Service Company, Inc.	\$2,959,500.00
4. Tank Pro, Inc.	\$3,040,970.00
5. Worldwide Industries Corp.	\$3,087,620.00
6. TMI Coatings, Inc.	\$3,270,000.00
7. Classic Protective Coatings, Inc.	\$3,472,870.00

After evaluations of the submitted bids, the low bidder is Currens Construction, LLC. Per Section 00200, Part 20 – Evaluation of Bids and Award of Contract, each bid was checked for errors and a bid tabulation was created. One error was found with Preferred Sandblasting’s bid. The total base bid sum listed in writing was \$2,611,500.00, but the actual sum of line items equaled \$2,618,720.00. This error did not affect the outcome of the bid. The bid tab has been sent to all plan holders and a copy is attached for your use.

The low bidder, Currens Construction, is located in Harrodsburg, KY. Though we have not worked with Terry Currens recently we are familiar with this company as they have completed multiple projects with our coating inspection subcontractor, Mid-South Tank Consultants, and come highly recommended. The opinion of probable construction cost for this work was approximately \$2,596,300.00. Curren’s bid is slightly under our original cost estimate. Given this information, we recommend Currens Construction, LLC be awarded the contract for the Tiger Hill, Mill Street and Halls Hill Water Tanks project. If you have any questions regarding this recommendation please feel free to contact me at pfonda@ssr-inc.com or (615) 460-0543.

Sincerely,
SMITH SECKMAN REID, INC.

Paolo M. Fonda, P.E.

Cc: Joe Russell, Steve Toler – MWRD
LGW, GKG, File (1)

BID TABULATION SUMMARY
TIGER HILL, MILL STREET AND HALLS HILL WATER TANKS
OWNER: MURFREESBORO WATER RESOURCES DEPARTMENT
ENGINEER: SMITH SECKMAN REID, INC.
BID DATE: JANUARY 7, 2020
2:00 PM CST TIME

BIDDER NO.	CONTRACTOR	TOTAL BID AMOUNT
1	Currens Construction Services, LLC.	\$2,557,130.00
2	Preferred Sandblasting and Painting, LLC.	\$2,618,720.00
3	Suez - Utility Service Company, Inc.	\$2,959,500.00
4	Tank Pro, Inc.	\$3,040,970.00
5	Worldwide Industries Corp.	\$3,087,620.00
6	TMI Coatings, Inc.	\$3,270,000.00
7	Classic Protective Coatings, Inc.	\$3,472,870.00

SUMMARY OF ERRORS FOUND

1.) Preferred Sandblasting and Painting, LLC had an error in total base bid amount. The total base bid sum listed in writing was \$2,611,500.00 but sum of line items equals \$2,618,720.00.

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Sanitary Sewer Rehab – Change Order #1

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- | | |
|-------------|-------------------------------------|
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Motion | <input checked="" type="checkbox"/> |
| Direction | <input type="checkbox"/> |
| Information | <input type="checkbox"/> |
-

Summary

Construction Change Order #1 to the 2018/19 Sanitary Sewer Rehabilitation Contract.

Staff Recommendation

Approval of Change Order #1 in the amount of \$150,812 to be added to the project along with an additional 73 days for the construction.

Background Information

Bids were received July 11, 2019 for sanitary sewer rehabilitation and repairs. The project was award to SBW Constructors in the amount of \$3,842,301.

Staff requested S&ME to prepare Change Order #1 for the project to add additional open-cut sewer point repairs, costs associated for exploratory digging just east of the Northfield Kroger, additional sewer main replacement within the intersection of W. Clark Blvd. and NW Broad Street, other miscellaneous work and associated paving. This additional work was determined as necessary either through field verification by SBW prior to performing work, pre-rehab videos performed by a sub-contractor to SBW and/or recent video by Operations & Maintenance.

Council Priorities Served

Responsible budgeting

Bringing change orders for approval prior to additional work being completed and keeping construction time accounted for is required per City Code.

Expand infrastructure

Sanitary sewer rehabilitation extends our sewer infrastructure life by providing structural support and prolonging the need for total replacement.

Fiscal Impact

Funding for the Engineering, Construction Administration, Inspection and Construction was approved from a combination of 2018/2019 and 2019/2020 Budget & Working Capital Reserves.

Funding Source	Budgeted Amount	Engineering Expenditures	Construction Expenditures	Remaining
Rate Funded Operating Budget 2018-19	\$1,000,000	\$(432,000)	\$0	\$568,000
Working Reserves 2018-19	\$1,500,000		\$0	\$1,500,000
Rate Funded Operating Budget 2019-20	\$1,000,000	\$0	\$(3,842,301)	\$1,000,000
Working Reserves 2019-20	\$1,000,000	\$0		\$(2,842,301)
Change Order #1			\$(150,812)	\$(150,812)
Total	\$4,500,000	\$(432,000)	\$(3,993,113)	\$74,887

The total contract amount with this change order will be \$3,993,113.

Attachments

1. S&ME Recommendation
2. Change Order #1



January 21, 2020

Ms. Valerie Smith, PE
Assistant Director
Murfreesboro Water Resource Department
220 NW Broad Street
Murfreesboro, TN 37130

**RE: Murfreesboro 2019 Rehabilitation Project
Murfreesboro, Tennessee
Proposed Change Order No. 1**

Dear Ms. Smith:

As part of the open cut work currently being performed, additional repairs not originally in the contract scope have been identified. This additional work is summarized below.

- Add footage of point repairs beyond 20-feet for segments 017B0050_017B0040 and 081M0040_081M0030 to replace additional pipe in disrepair.
- Installation of a CIPP sectional liner to patch over two laterals that have been identified as abandoned during inspection.
- Exploratory excavation efforts to inspect pipe segments with 45-degree bends (segment 002A0030_002A003B) along W Northfield Blvd. Based on the results of the inspection, two additional manholes will be installed at each 45-degree bend.
- Installation of a manhole just upstream of open cut sectional repair noted below on segment 004A001C_004A001B at the intersection of Broad and Clark.
- Revised asphalt paving quantities on TDOT highways for open cut excavation and required traffic control.

Additional items have also been identified by MWRD staff that should be addressed and added to the project scope based on recent findings (excessive wet weather I/I observed and an emergency repair). This additional work is summarized below.

- Open cut sectional repair on segment 004A001C_004A001B at the intersection of Broad and Clark.
- Point repair on segment 062D003A_062D0030 along Halls Hill Pike.
- Manhole lining on MH ID 088C0030.
- Manhole lining on 3 water and oil separators at Fleet Management just off Florence and Singer Road.



The total net change of work added is an increase of \$150,812.00 as shown in the attached change order. S&ME staff recommends approval for Change Order No. 1. If you have any questions regarding this change order, please contact me to discuss at your convenience.

Sincerely,

S&ME, INC.

A handwritten signature in blue ink that reads "Travis E. Wilson".

Travis E. Wilson, PE
Principal Project Manager

Cc: Mr. Darren Gore, PE – Director, Murfreesboro Water Resource Department

Attachment – Proposed Change Order No. 1

CHANGE REQUEST FORM (CRF)

Owner Contract No. **Project No. 18043**
 Project Name: **Murfreesboro 2019 Rehabilitation Project**
 Engineer: **S&ME, Inc.**
 Contractor: **SBW Constructors, LLC**

Requested By: **Murfreesboro Water Resource Department**
 Drawing:
 Problem Desc: **This CRF is to add additional quantities to repair defects and resolve unforeseen conditions in the field during construction and to incorporate additional items into the project scope per MWRD staff .**

Revised Scope Description/Details

Item No.	Description	Qty	Unit	Unit Price	Item Total
ADD					
4f	12-inch Mainline Sewer Point Repair 0-foot to 6-foot depth - Open Cut Repair beyond First 20-Linear Feet - Unpaved	5	LF	\$190.00	\$950.00
5k	10-inch PVC SDR 26 Mainline Sewer Section Open Cut Replacement - 6-foot to 12-foot Depth (up to 80 linear feet) - Paved with Traffic Control	1	EA	\$42,000.00	\$42,000.00
5l	10-Inch Internal CIPP Point Repair - 3-ft Section Liner	2	EA	\$5,500.00	\$11,000.00
5m	Exploratory Dig for Segment 002A0030 - 002A003B	1	LS	\$2,450.00	\$2,450.00
6o	8-inch Mainline Sewer Point Repair 6-foot to 12-foot depth - Open Cut Repair beyond First 20-Linear Feet - Unpaved	1	EA	\$4,300.00	\$4,300.00
6t	8-inch Mainline Sewer Point Repair 6-foot to 12-foot depth - Open Cut Repair beyond First 20-Linear Feet - Paved	15	LF	\$325.70	\$4,885.50
8b	Install New 4-foot Diameter Precast Concrete Manhole, 6-foot to 12-foot Depth	3	EA	\$9,300.00	\$27,900.00
11a	Lining 48-inch Diameter Manhole	13	VF	\$340.00	\$4,420.00
11b	Lining 60-inch Diameter Manhole	17.3	VF	\$385.00	\$6,660.50
11l	Lining Oil and Water Separators (4' Dia)	30	VF	\$350.00	\$10,500.00
13e	Revised Asphalt Paving in TDOT Roads includes traffic control	1,000	S.F.	\$35.00	\$35,000.00
15i	CCTV Inspection of 6-inch to 12-inch Sanitary Sewer Mainline	129	LF	\$2.00	\$258.00
15j	CCTV Inspection of 15-inch to 18-inch Sanitary Sewer Mainline	122	LF	\$4.00	\$488.00

DEDUCT				
CHANGE IN CONTRACT VALUE				
\$150,812.00				
ORIGINAL CONTRACT VALUE				
\$3,842,301.00				
REVISED CONTRACT VALUE AFTER CHANGE ORDER #1				
\$3,993,113.00				

Contractor Acknowledgement:
 No Change in Contract Amount is required. A Change in Contract Amount is required: **\$150,812.00**
 No Change in Contract Time is required. A Change in Contract Time is required: **73**


 Architect / Engineer / Inspector / RPR


 Contractor

Proceed with Execution

Yes No _____

 Owner's Representative

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Engineering Work Authorization-Thompson Ln Widening

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Engineering Work Authorization #4 (WA#4) under the City's Master Services Agreement (MSA) with Energy, Land and Infrastructure (ELI) for utility design improvements and relocations in conjunction with the TN Department of Transportation (TDOT) plans to widen Thompson Lane.

Staff Recommendation

Approve WA#4 with ELI in an amount not to exceed \$175,000.

Background Information

In 2015 MWRD received Preliminary Field Review plans and notice that the TDOT was going to reconstruct and widen Thompson Lane. The limits of construction are between NW Broad St. and Memorial Blvd. On December 30, 2019, all Utilities received notification to proceed with the engineering necessary to prepare plans, a schedule of working days and cost estimates for the adjustment or relocation of our water, sewer, and repurified water mains that may be in conflict with the reconstruction.

As with all roadway improvement projects staff considers these projects as ideal opportunities for making improvements to the water, sewer and/or repurified water systems and to replace old cast iron, clay and concrete lines. The existing sewer mains are anywhere from 8" to 48" and the water main is 6" up to 20".

The staff at ELI are familiar with the project as well as our system. It is anticipated that this work would be included in TDOT's project for bid and constructed through their contract. The anticipated bid date is June 2022; however, this depends on funding and right of way acquisition.

Attached is the WA from ELI for the initial design, as TDOT refers to it as an "A Date Package Submittal", in an amount not to exceed \$175,000. Additional engineering passed this "A Date Package" will be brought back for approval. Once the construction scope is determined and an estimate prepared, the estimate will be brought back for information.

Council Priorities Served

Responsible budgeting

Once construction costs estimates are prepared, MWRD will add this project to the CIP and plan for expenditures over the fiscal years anticipated for the project.

Expand infrastructure

MWRD utilizes roadway reconstruction projects as opportunities to replace and/or improve its aging and/or undersized infrastructure to avoid problems in the future under new roadways.

Fiscal Impact

The engineering design fee will be funded through the Department's working capital reserves in the amount not to exceed \$175,000. When the plans are complete, the total relocation and replacement of water and sewer infrastructure costs will be determined and incorporated into the Department's 5-yr Capital Improvement Plan (CIP).

Attachments

1. ELI Work Authorization #4
2. GIS Exhibit

MURFREESBORO WATER RESOURCES DEPARTMENT

**WORK AUTHORIZATION #4
THOMPSON LANE UTILITY RELOCATIONS**

Under terms and conditions of the Master Services Agreement (Agreement) between ELI-LLC and City of Murfreesboro Water Resources Department (MWRD) (OWNER), executed on February 15, 2018.

ELI-LLC will provide the following services for the City of Murfreesboro Water Resources Department under this Work Authorization:

Design of water, sewer and repurified water relocations and improvements necessary to avoid conflicts with the proposed reconstruction and widening of Thompson Lane area between Broad Street (Hwy-41) and Memorial Blvd (US-231) in Murfreesboro, TN

State Project # 75078-2206-54
Federal Project # STP-M-268(4)
PIN: 115906.00
County: Rutherford
TDOT Description: Widen SR-268 (Thompson lane) from 2 to 5 lanes including sidewalks and bike lanes. Interconnect traffic signals into existing fiber optic to provide for coordinated arterial signal system.

1. TDOT "A" Date Submittal - Preliminary Design Phase; Due 4/28/20
 - a. Five (5) half size, color-coded relocation plans
 - b. Completed TDOT Form 2013-16XLS
 - c. Signed Declaration of Scheduled Calendar Days and Chapter 86 Eligibility
 - d. Utility Declaration for Reimbursement
2. Utility coordination with utilities located within the project area for "A: Date submittal"

Services not included but may be preformed as Additional Services include:

1. Tree survey or landscape design
2. Traffic study
3. Flood study (FEMA)
4. Property appraisals or acquisition
5. Development of NEPA documentation
6. Local, State or Federal permitting
7. Right-of-way exhibits, description and/or property acquisition
8. Contract Bidding Assistance
9. Construction Administration
10. Construction Engineering and Inspection
11. Construction staking for contractor

Compensation:

For services delineated in the scope of this Work Authorization, ELI-LLC will be compensated on an hourly basis according to the attached Schedule of Services and Expenses and Contract Terms and Conditions,

not to exceed **\$175,000.00**.

Schedule

Upon authorization to proceed, ELI-LLC will perform the tasks delineated in the Scope of Services outlined above. Delivery schedule is as follows:

- TDOT "A" Date Submittal - Preliminary Design Phase; Due 4/28/20

ELI-LLC is pleased to present this Work Authorization for Execution by the City of Murfreesboro:

CLIENT EXECUTION

By: _____ Date: _____

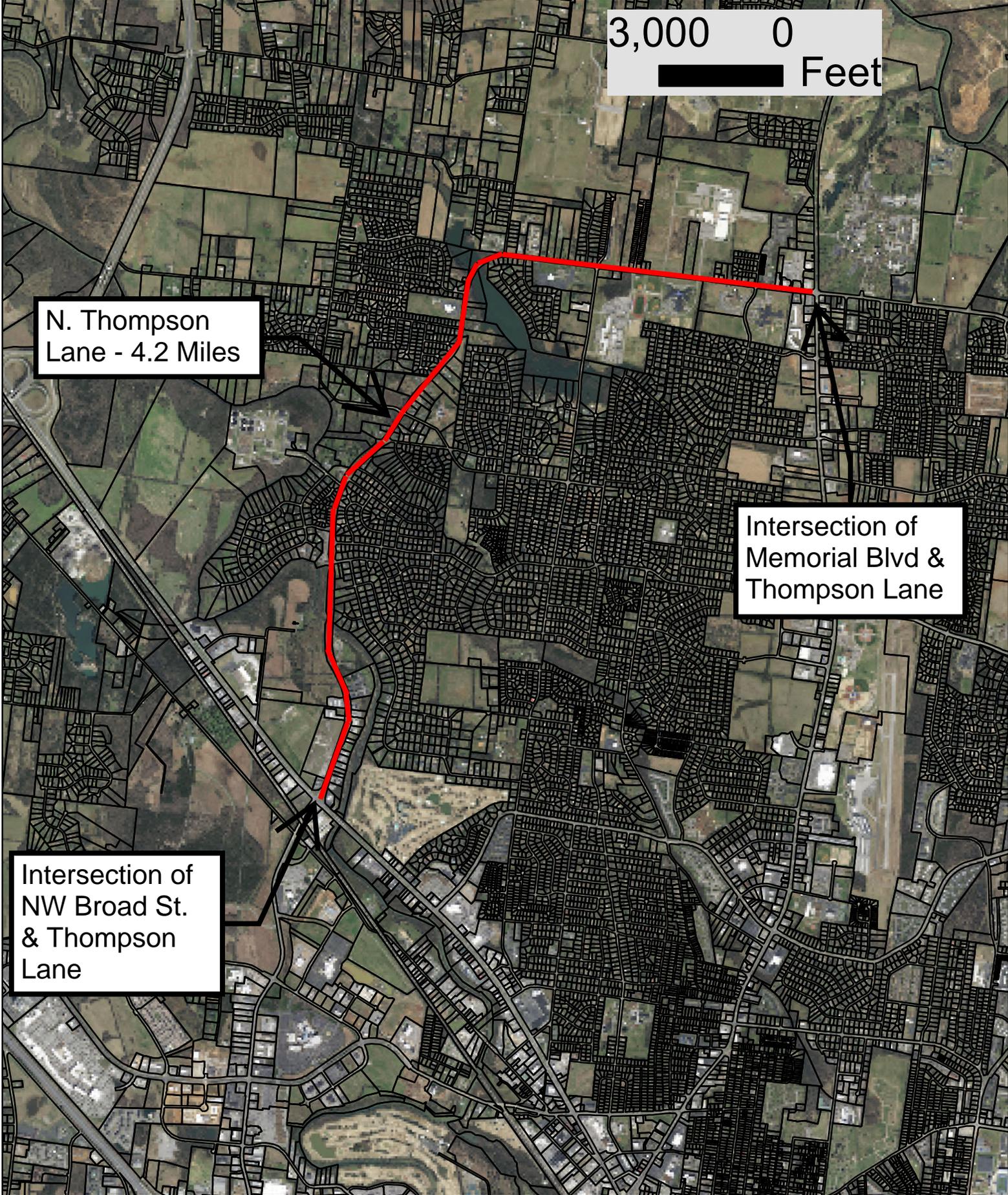
Printed/Typed Name: _____ Title _____

3,000 0
Feet

N. Thompson Lane - 4.2 Miles

Intersection of Memorial Blvd & Thompson Lane

Intersection of NW Broad St. & Thompson Lane



1 Inch = 3000 Feet

Murfreesboro Water Resources Department

TDOT-Thompson Lane Widening



COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Engineering Design Task Order for Stones River Water Plant Improvements

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Engineering Design Task Order for High Service Pump and Membrane Pump Station Improvements at the Stones River Water Treatment Plant (SRWTP).

Staff Recommendation

Approve Smith Seckman Reid (SSR) Engineering Task Order for the improvements referenced in the summary.

Background Information

The project combines current and future improvements required for the high service pump and membrane pump stations to upgrade obsolete equipment and add additional capacity.

Council Priorities Served

Responsible budgeting

MWRD evaluates condition and lifespan of equipment and budgets responsibly to ensure reliable operation of treatment facilities.

Expand infrastructure

MWRD evaluates infrastructure capability and programs expansion to ensure reliable service to customers.

Operational Issues

Failure to replace the aging equipment and add fourth high service pump will likely impact the availability of water for customers.

Fiscal Impact

The immediate fiscal impact associated with approving SSR's task order for designing these improvements is \$140,130. The total estimate for the entire project is \$2,561,000 for FY21.

Attachments

SSR Task Order for HSPS and Membrane Feed Pump Improvements



MEMORANDUM

DATE: December 3, 2019
TO: Alan Cranford
FROM: Luke Williams
RE: High Service Pump Station and Membrane Feed Pump Improvements

As requested by Murfreesboro Water Resources Department (MWRD), Smith Seckman Reid, Inc. (SSR) is pleased to provide this proposal for design and construction services for the High Service Pump Station and Membrane Feed Pumps Improvements for the Stones River Water Treatment Plant.

Background

Currently, MWRD has three existing high service pumps that were installed in 2008. One of the existing three VFDs recently failed and is currently being replaced. To provide more capacity and additional redundancy, a fourth high service pump is being proposed to be added to the facility. The fourth high service pump is currently being proposed to match the other three high service pumps in both flow capacity and pressure. The hydraulics for the high service pump station will be analyzed prior to determine the final sizing of the pump.

With the replacement and addition of the high service pump VFDs, it was proposed to go ahead and replace the GAC backwash pump VFD which is also located in the high service pump station. This replacement would complete the electrical rehabilitation portion of the high service pump station. Any chilled water piping and equipment associated with the existing VFDs will not be needed once the VFDs have been replaced and the equipment will be demolished as necessary. To complete the instrumentation and control rehabilitation of the high service pump station, the PLC for the high service pump station will be replaced by MR Systems as part of this project. Pump pressure monitoring will also be added to the high service pumps for future integration with a future pump monitoring system to be installed at a later date. Because of operation and maintenance difficulties associated with the existing check valves on the high service pumps and backwash pump, the check valves will also be replaced as part of this project. The capacity of the existing surge relief valve will also be evaluated as part of this project. The valve will be replaced if the analysis deems it is undersized following the installation of the fourth high service pump.

A preliminary HVAC analysis was completed on the existing high service pump station HVAC equipment. As of now, no HVAC modifications will be needed with the addition of the fourth high service pump. However, there have been discussions around upsizing the existing VFD and the new VFD higher than the motor rating of the pumps to provide additional flexibility in operations. If this upsize does end up happening, an additional HVAC analysis will need to be performed and possible HVAC modifications may need to be made to the existing pump station.

All four membrane feed pump VFDs will also be replaced. These VFDs were installed in 2008 and are critical infrastructure to the treatment plant and are approaching their useful life. Pressure monitoring instrumentation will also be added to the membrane feed pump station to be used with a future pump monitoring system.

The project will likely bid in the last quarter of the MWRD Financial Year of 2019-2020 (June 2020). Construction is anticipated to begin in the first quarter of the MWRD Financial Year of 2020-2021 and all work should be completed within that financial year.

Recommendation

SSR recommends proceeding with the Staff request of replacing the existing VFDs and adding the fourth high service pump. Doing so will ensure adequate redundancy and capacity.

Project Costs

The following table summarizes the opinion of probable costs for the proposed modifications to the high service pump and membrane feed pump stations. The opinions of costs were developed from engineering judgement based on similar facilities and preliminary budgetary proposal from equipment manufactures and installation contractor. The final costs will depend on actual labor and material costs, competitive market conditions, final project costs, implementation schedule, and other variable factors. All costs are presented in 2019 dollars.

Summary of Opinion of Project Costs

Description	Opinion of Probable Cost
High Service Pump Station Improvements	\$1,526,000
Membrane Feed Pump Station Improvements	\$490,000
Contingency	\$404,000
Total Probable Construction Cost	\$2,420,000
Engineering and Construction Administration	\$141,000
Total Probable Project Cost	\$2,561,000
<u>Notes:</u>	
1. Costs include Contractor's Overhead and Profit	
2. Costs are rounded up to the nearest thousand dollar.	

We appreciate the opportunity to provide our services to the Murfreesboro Water Resources Department. If you need any additional information, please contact us.

Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 6, 2020
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid
- d. Specific Project (title): Stones River WTP High Service Pump Station and Membrane Feed Pumps Improvements
- e. Specific Project (description): The project includes the design and construction administration for the installation of a fourth high service pump, valves, piping, and variable frequency drive at the existing high service pump station. The project also consists of replacing two (2) existing high service pump 700 HP variable frequency drives and one (1) backwash pump 200 HP variable speed drive, replacement of three (3) existing check valves, a new PLC for the high service pump station, and integration by MR Systems. The project also includes the design and construction administration for the replacement of four (4) existing 200 HP variable speed drives for the membrane feed pumps. Pump pressure monitoring will also be installed for all three (3) separate pumping systems as part of this project.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Preliminary Design Phase (Agreement, Paragraph 1.3) and the following:
 - Evaluation of existing high service pump station hydraulics.
 - Including a brief, bullet point style basis of design document including key design criteria, evaluation results for hydraulics analysis, conceptual layout drawings, and preliminary piping and instrumentation drawings.
- Final Design Phase (Agreement, Paragraph 1.4)
- Negotiating Services (Agreement, Paragraph 1.5).

- Construction Phase Services (Agreement, Paragraph 1.6) and the following:
 - Including establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 - Visit the Site promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 - Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 - Including part time Resident Project Representative (RPR) services (as referenced in 1.6.2.1).
- Operational Phase Services (Agreement, Paragraph 1.7)

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Exclusions

- A. Study and Report Phase Services (Agreement, Paragraph 1.2).
- B. Services associated with government funding programs, i.e., State Revolving Fund loan program.

4. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

- A. Delete Paragraph 3.5.

6. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic review copies of the basis of design memorandum to Owner.	Within 30 days of the Effective Date of the Task Order or project kick-off meeting, whichever is later.
Owner	Submit comments regarding basis of design memorandum to Engineer.	Within 7 days of the basis of design memorandum from Engineer.
Engineer	Furnish electronic copies of the revised basis of design memorandum to Owner.	Within 5 days of the receipt of Owner's comments regarding the basis of design memorandum.
Engineer	Furnish electronic review copies of the 90% Drawings and Specifications, assembled drafts of other Construction Contract Documents, requests for proposals, and any other Final Design Phase deliverables, to Owner.	Within 90 days following project kick-off meeting.
Owner	Submit comments and instructions regarding the 90% Drawings and Specifications, assembled drafts of other Construction Contract Documents, the requests for proposals or other construction procurement documents, and any other Final Design Phase deliverables, to Engineer.	Within 7 days of the receipt of the 90% Drawings and Specifications, assembled drafts of other Construction Contract Documents, the requests for proposals, and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish electronic review copies of the 100% Drawings and Specifications, assembled drafts of other Construction Contract Documents, requests for proposals, and any other Final Design Phase deliverables, to Owner.	Within 14 days of Owner's comments regarding 90% Drawings and Specifications and other 90% documents.
Owner	Submit comments and instructions regarding the 100% Drawings and Specifications, assembled drafts of other Construction Contract Documents, requests for proposals, and any other Final Design Phase deliverables, to Engineer.	Within 10 days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, requests for proposals, and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish electronic copies of the 100% Drawings and Specifications, assembled Construction Contract Documents, requests for proposals, and any other Final Design Phase deliverables, to Owner and TDEC.	Within 10 days of the receipt of Owner's comments and instructions regarding the 100% Drawings and Specifications, assembled drafts of other Construction Contract Documents, requests for proposals and any other Final Design Phase deliverables.

7. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Preliminary and Final Design Phase	\$83,595	Hourly Not to Exceed
b. Negotiating Phase	\$3,915	Hourly Not to Exceed
c. Construction Phase*	\$46,135	Hourly Not to Exceed
d. Post Construction Phase	\$6,485	Hourly Not to Exceed
TOTAL COMPENSATION (lines 1.a-c)	\$140,130	
REIMBURSABLE EXPENSES **		
a. Out-of-Town Mileage	\$0.00	\$0.58 /mile
b. Air Transportation	\$0.00	At Cost
c. Meals and Lodging	\$0.00	At Cost
d. External Plotting	\$400	At Cost
e. Permitting Fees	\$50	At Cost

*Based on a 42-week continuous construction period.

**Reimbursable expenses are estimated amounts.

Engineer expects the entire contract duration for these services to be less than 15 months. If the contract duration extends beyond this time, commensurate additional compensation may be required.

8. Consultants retained as of the Effective Date of the Task Order:

A. N/A

9. Attachments:

B. Detailed project understanding.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is January 6, 2020.

CITY OF MURFREESBORO:

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SMITH SECKMAN REID:

By: _____

Print Name: _____

Title: _____

WITNESS:

By: Luke Williams

Print Name: Luke Williams

Title: Water/Wastewater Engineer

APPROVED AS TO FORM:

City of Murfreesboro Legal Department

Page Left Intentionally Blank

**HIGH SERVICE PUMP STATION AND MEMBRANE FEED PUMPS IMPROVEMENTS
DETAILED PROJECT UNDERSTANDING
ATTACHMENT TO TASK ORDER 1941021.0**

Project Understanding

The task order covers the engineering basic services necessary to complete each of the following:

- Prepare a brief basis of design document for the expanded high service pump station following review of hydraulic model of station and distribution system.
- Design a new fourth vertical turbine high service pump including piping and valves, motor, 700 HP variable frequency drive, and pressure monitoring.
- Design of replacement of existing four (4) check valves on high service and backwash pump system.
- Design replacement of two (2) existing high service 700 HP VFDs, one (1) existing GAC backwash 200 HP VFD, and four (4) existing membrane feed 200 HP VFDs.
- Design of membrane feed pump pressure monitoring for future pump monitoring system.
- Evaluation of existing surge relief valve at high service pump station and design of new surge relief system, as necessary.
- Design of demolition plan for existing chilled water loop system for existing variable frequency drives at high service pump station.
- Design of all structural, electrical, plumbing and controls systems necessary to provide operational facilities at high service pumping station and membrane feed pump station.
- Submittal of drawings and specifications to Tennessee Department of Environment and Conservation (TDEC) Water Resources office.

The task order excludes engineering basic services for each of the following:

- Modifications to the existing HVAC equipment inside the high service pump station.
- Controls integration services (to be handled by MR Systems through MWRD MSA).
- Bidding Phase Services (to be constructed through John Bouchard and Sons Task Order Contract)

Project Meetings

In addition to meetings referenced in the Agreement, Engineer will perform each of the following:

- Conduct an Owner kickoff meeting to discuss the overall scope, schedule, costs, and other pertinent items critical to project success.
- Conduct Owner review workshops at basis of design memo and 90-percent deliverable milestones.
- Conduct monthly construction progress meetings with Owner and Contractor.

Murfreesboro Water Resources Department
 SRWTP High Service Pump Station and Membrane Feed Pumps Improvements
 Preliminary Estimate of Manpower



			TOTAL	Summary							
				Project Principal	Project Manager	Engineer III	Engineer II	Engineer Intern I	Sr. Designer	Designer	Technician
			205	160	145	135	90	140	95	100	75
Task 1- Preliminary Design Phase											
SubTask 1.1	Kickoff Meeting	8	2			4	4				
SubTask 1.2	Project Work Plan	6	1			4	2				
SubTask 1.3	Project Management and Communications	10	1			8	2				
SubTask 1.4	Preliminary Hydraulic Calculations	55	1			15	40				
SubTask 1.5	Preliminary MEP Evaluation	23		3	5	10	5				
SubTask 1.6	Preliminary I&C Evaluation - SCADA	20		5	15						
SubTask 1.7	Preliminary Equipment Selection	12			4	8					
SubTask 1.8	Opinion of Probable Construction Cost	6			2	4					
SubTask 1.9	Preliminary Engineering Report	22	1		6	16					
SubTask 1.10	TDEC Submission of PER	5			2	2					1
Task 1 Subtotal Hours			173	6	8	65	88	5			1
Task 1 Subtotal Cost			\$19,860	\$1,230	\$1,160	\$8,775	\$7,920	\$700			\$75
Task 2- Final Design Phase											
SubTask 2.1	Project Management and Communications	9			6	2					1
SubTask 2.2	Process Mechanical Design Development	161			19	44	90	8			
SubTask 2.3	Structural Design Development	6			4	2					
SubTask 2.4	MEP Design Development	100		5	10	40	45				
SubTask 2.5	I/C Design Development	84	10	20	54						
SubTask 2.6	Preliminary Specifications	99			35	60					4
SubTask 2.7	Opinion of Probable Construction Cost	9			4	5					
SubTask 2.8	100% Design Submittal	44	2		12	12	20				
SubTask 2.9	100% Design Workshop	9			4	4					1
Task 2 Subtotal Hours			523	2	10	25	148	169	155	8	6
Task 2 Subtotal Cost			\$63,735	\$410	\$1,600	\$3,625	\$19,980	\$15,210	\$21,700	\$760	\$450
Task 3- Negotiating Phase											
SubTask 3.1	Preparation of Request for Proposals	8			4	3					1
SubTask 3.2	Distribution of Documents	6			2	3					1
SubTask 3.3	Scoping Coordination and Meeting	6			3	3					
SubTask 3.4	Requests for Information	6			3	3					
SubTask 3.5	Addenda Preparation	6			2	4					
SubTask 3.6	Proposal Evaluation and Recommendation to Award	4			2	1					1
Task 3 Subtotal Hours			36			16	17				3
Task 3 Subtotal Cost			\$3,915			\$2,160	\$1,530				\$225
Task 4- Construction Phase											
SubTask 4.1	Pre-Construction Conference	12			5	7					
SubTask 4.2	Submittal Review	116	6	10	40	60					
SubTask 4.3	Address Requests for Information	64	4	5	28	27					
SubTask 4.4	Monthly Meeting Attendance	24			12	12					
SubTask 4.5	Construction Project Management Duties	69	4		63	6					
SubTask 4.6	Resident Project Engineer	110				110					
SubTask 4.7	Final Inspections and Contract Closeout	10	2		6	4					
Task 4 Subtotal Hours			411	6	10	15	154	226			
Task 4 Subtotal Cost			\$46,135	\$1,230	\$1,600	\$2,175	\$20,790	\$20,340			
Task 5- Post Construction Phase											
SubTask 5.1	Record Drawings	25			4	8	12				1
SubTask 5.2	Operation and Maintenance Manuals	10			4	6					
SubTask 5.3	Operations Assistance and Training	10			4	6					
SubTask 5.4	One Year Warranty Inspection	8	2		4	4					
Task 5 Subtotal Hours			55	2		16	24	12			1
Task 5 Subtotal Cost			\$6,485	\$410		\$2,160	\$2,160	\$1,680			\$75
LABOR HOURS			1,198	16	20	48	399	524	8		11
LABOR COST			\$140,130	\$3,280	\$3,200	\$6,960	\$53,865	\$47,160	\$24,080	\$760	\$825

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Plan of Services, Annexation, and Zoning for property located along North Rutherford Boulevard [Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Annexation and zoning of approximately 1.15 acres and 1.83 acres, respectively, located along North Rutherford Boulevard and Yearwood Avenue.

Staff Recommendation

Conduct a public hearing and approve the Plan of Services and the requested annexation.

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request.

Background Information

Greenland Partners, LLC has initiated a petition of annexation [2019-515] for approximately 1.15 acres located along Yearwood Avenue. The City developed its plan of services for this area. Additionally, Greenland Partners, LLC presented to the City a zoning application [2019-442] for approximately 1.83 acres located along North Rutherford Boulevard and Yearwood Avenue to be zoned PCD (Planned Commercial District). During its regular meeting on December 4, 2019, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval. Approval of the zoning was made subject to several conditions. The PCD pattern book has since been revised accordingly per the Planning Commission's recommended conditions of approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a multi-tenant commercial building, generating sales tax revenues for the City.

Operational Issues

Due to issues with sanitary sewer capacity, the Water Resources Department has indicated that all tenants of the proposed commercial building must be "low sewer users." The applicant understands this limitation.

Attachments:

1. Resolution 19-R-PS-51
2. Resolution-19-R-A-51
3. Ordinance 19-OZ-51
4. Maps of the area
5. Planning Commission staff comments from 12/4/19 meeting
6. Planning Commission minutes from 12/4/19 meeting
7. Plan of services
8. East Side Village PCD pattern book
9. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 4, 2019
PROJECT PLANNER: AMELIA KERR**

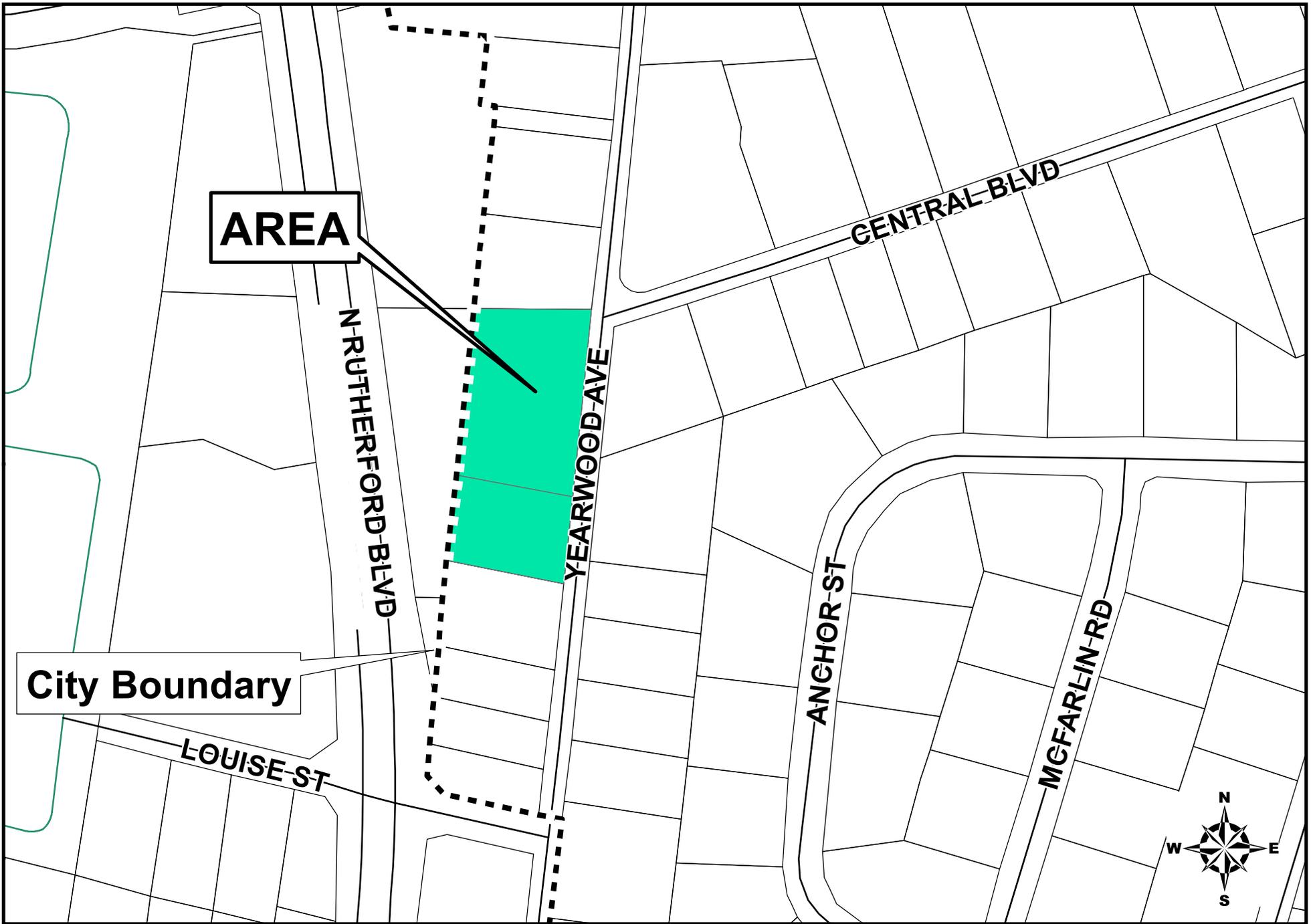
3.d. Annexation plan of services and annexation petition [2019-515] for approximately 1.6 acres located along Yearwood Avenue, Greenland Partners, LLC applicant.

The subject property is located on the west side of Yearwood Avenue north of East Main Street and Louise Street. The study area consists of approximately 1.6 acres, including one entire parcel (213 Yearwood Avenue) and a portion of another (219 Yearwood Avenue). The eastern portion of the parcel at 219 Yearwood Avenue is within the unincorporated county, while the western portion of the parcel is within the City limits. Each parcel is developed with a single-family dwelling. The property owner has filed a written petition to have the remainder of the property at 219 Yearwood Avenue and the entire parcel at 213 Yearwood Avenue annexed into the City Limits. The study area is located within the City's Urban Growth Boundary and is contiguous with the existing City limits on its north and west boundaries. In addition to the two parcels, which total 1.15 acres, approximately 0.45 acres (650 linear feet) of Yearwood Avenue right-of-way (ROW) is included in the study area.

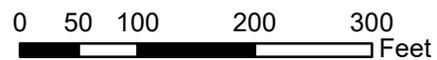
Staff has prepared a plan of services for the annexation of the property. It has been included in the agenda packet. It indicates that the City will be able to provide services to the subject property upon annexation. Upon annexation, the City would become responsible for operation and maintenance of the segment of Yearwood Avenue included in the study area. In addition, the Murfreesboro Water Resources Department states that the developer would be responsible for extending public gravity sewer from Louise Street north along Yearwood Drive to the subject property and he/she would assume all financial responsibility for all main line extensions. Additionally, the proposed development is within an area that currently has very limited sewer capacity and only low sewer users will be allowed to fill the tenant spaces.

Action Needed

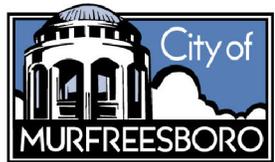
The Planning Commission will need to conduct a public hearing, after which it will need to discuss this annexation petition and plan of services and then formulate a recommendation for the City Council. An application to have the property zoned PCD simultaneous with the annexation has also been filed. The zoning request will be the next item on the agenda.



Annexation Request for Property Along Yearwood Avenue



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



T E N N E S S E E

Annexation Request for Property Along Yearwood Avenue



Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 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. GREENLAND PARTNERS LLC OWNER 213 YEARWOOD AVE.
 OF MURFREESBORO, TN
 Printed Name of Owner (and Owner's Representative, if Owner is an entity) 37130

Signature: [Signature] Status: MEMBER Date: 10-15-19

1207 GREENLAND DRIVE MURFREESBORO, TN 37130
 Mailing Address (if not address of property to be annexed)

2. GREENLAND PARTNERS LLC OWNER 219 YEARWOOD
 OF MURFREESBORO, TN
 Printed Name of Owner (and Owner's Representative, if Owner is an entity) 37130

Signature: [Signature] Status: MEMBER Date: 10-15-19

1207 GREENLAND DRIVE MURFREESBORO, TN 37130
 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
ALONG YEARWOOD AVENUE
INCLUDING PLAN OF SERVICES
(2019-515)**



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
December 4, 2019
(Revised December 3, 2019)

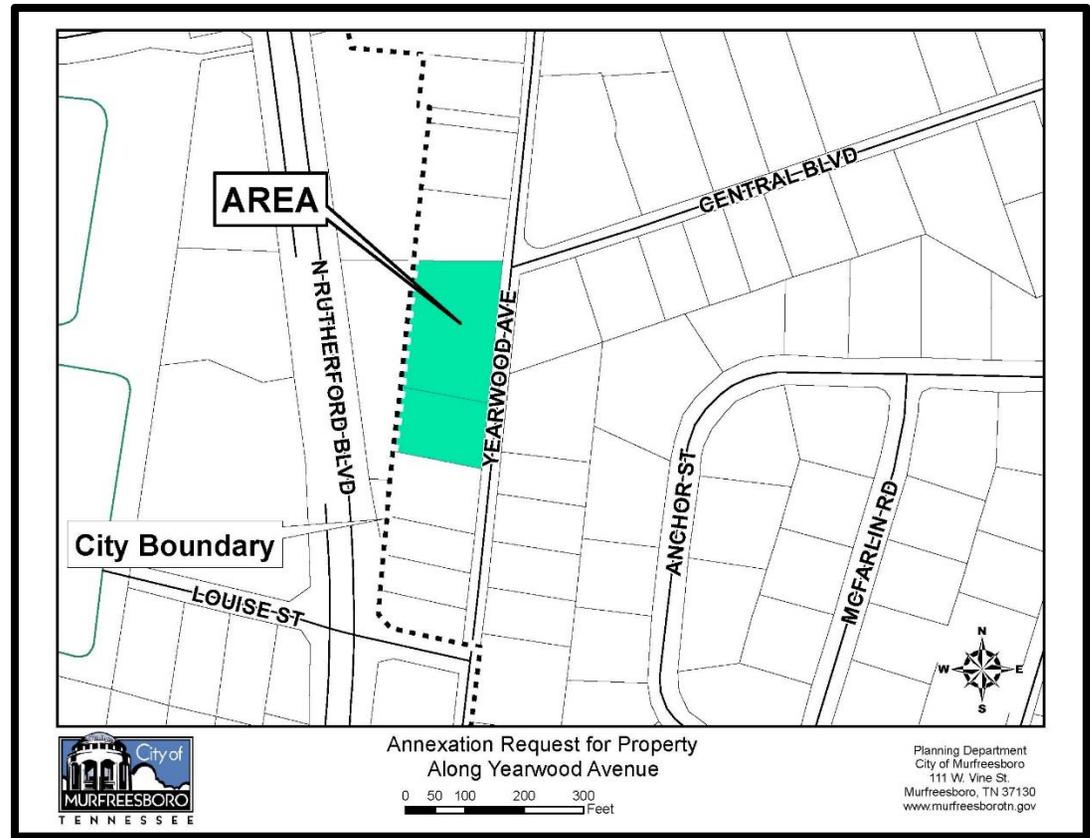
INTRODUCTION

OVERVIEW

The applicant, Greenland Partners, LLC, has requested annexation of two (2) parcels located along the west side of Yearwood Avenue. The area studied in this Plan of Services is approximately 1.6 acres.

- Tax Map 103C, Group A, Part of Parcel 00400 (219 Yearwood Avenue)
- Tax Map 103C, Group A, Parcel 00500 (213 Yearwood Avenue)

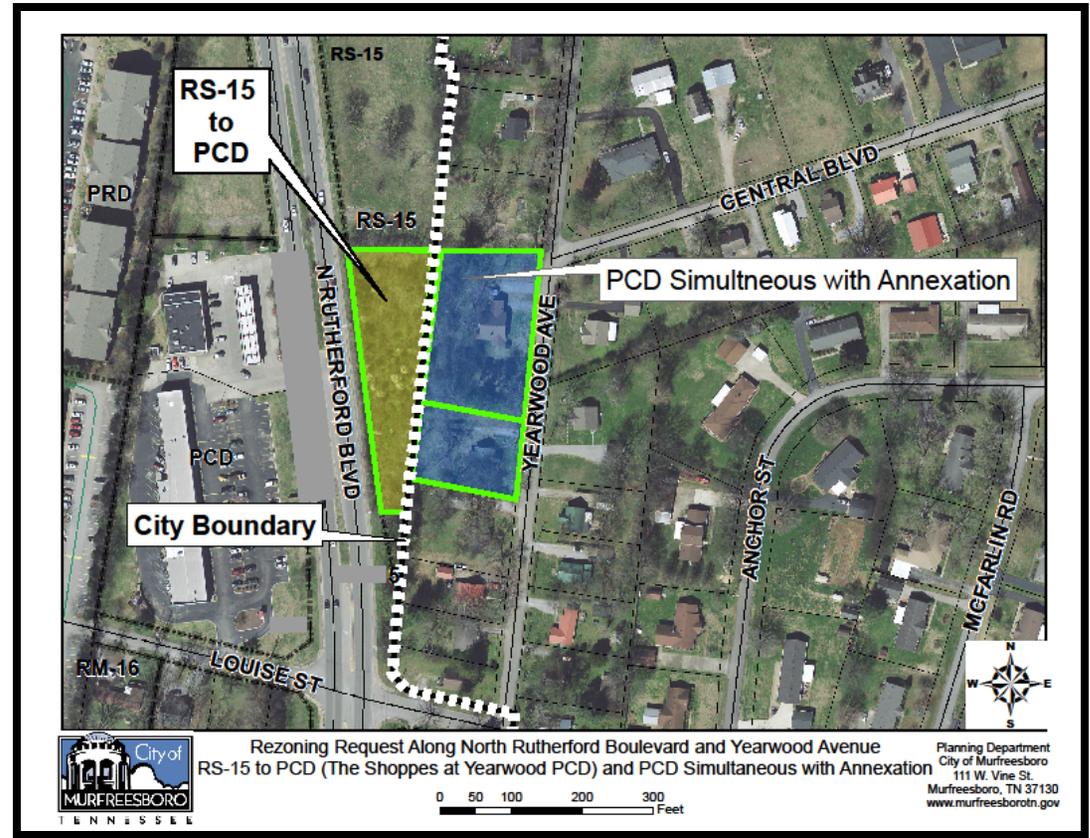
The study area lies within the City of Murfreesboro's Urban Growth Boundary. Adjacent properties to the west are within the existing City limits. The adjacent property to the east lies within the unincorporated County.



CITY ZONING

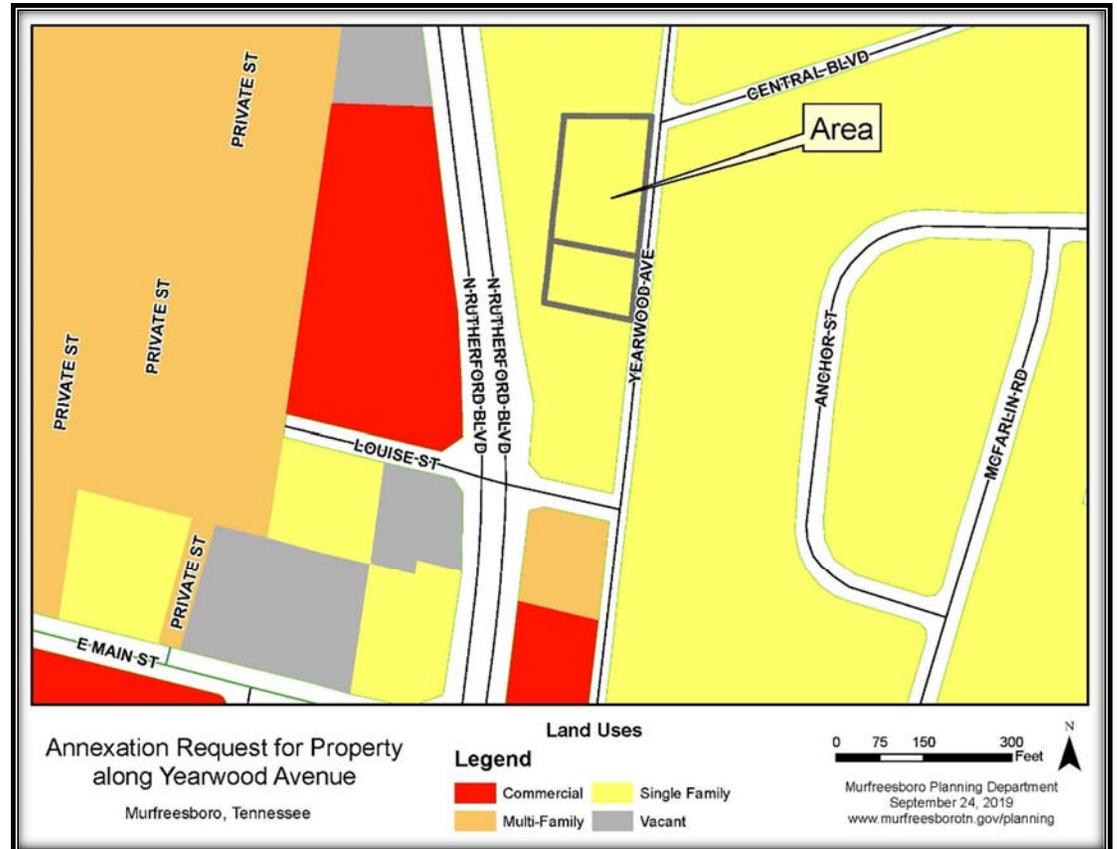
The applicant has requested rezoning to PCD (Planned Commercial District) for the study area simultaneous with annexation. The study area is presently zoned RM (Residential – Medium Density) in the unincorporated County.

Adjacent property to the north, south, and east of the study area lies within the unincorporated County and is zoned RM. Property located to the west is within the City and zoned RS-15 (Single-Family Residential District). The parcel across North Rutherford Boulevard to the west, which is within the City limits, is zoned PCD.



PRESENT AND SURROUNDING LAND USE

The study area has 2 existing single-family residential structures. The property to the north is undeveloped property. Adjacent properties to the east and south are developed with single-family dwellings. Property to the west across North Rutherford Boulevard is developed with commercial uses.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2020 will be due on December 31, 2021. 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 \$1.2894/\$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
Greenland Partners, LLC	0.75	\$25,000	\$146,200	\$171,200	\$551.86
Greenland Partners, LLC	0.43	\$32,500	\$53,900	\$86,400	\$278.51

These figures are for the property in its current state. They will change if and when the property develops.

PLAN OF SERVICES

POLICE PROTECTION

The Murfreesboro Police Department can provide police services to the property as it currently exists immediately upon the effective date of annexation. This property is in Police Zone #5.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department (MED) service boundary area. MED currently provides electricity for the single-family residences in the study area. MED states there are existing electric facilities along North Rutherford Boulevard and along Yearwood Avenue.

STREET LIGHTING

According to MED, street lighting already exists along South Rutherford Boulevard. Yearwood is in Rutherford County's jurisdiction and no streetlights are installed.

STREETS AND ACCESS

Public Roadway System

The annexation study area does not include any additional public roadway systems. Access to a public roadway system is available through North Rutherford Boulevard. Modifications to the current access to North Rutherford Boulevard will require the approval of the City Engineer. The study area also has access to Yearwood Avenue, which is a county roadway. The County must review and approve

any connections to Yearwood Avenue. Any future public roadway facilities to serve the study area must be constructed to City standards.

Regional Traffic and Transportation Conditions

The intersection south of this property is North Rutherford Boulevard and East Main Street. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan (MTP) shows North Rutherford Boulevard to be operating at a Level of Service C at this intersection. The 2040 Level of Service Model indicates that North Rutherford Boulevard would fall to Level of Service of D without the proposed improvements recommended in the 2040 MTP. The 2040 Level of Service Model shows North Rutherford Boulevard falls to Level of Service of D with the proposed improvements recommended in the 2040 MTP.

The intersection to the north of this property is North Rutherford Boulevard and Alumni Drive. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan (MTP) shows North Rutherford Boulevard to be operating at a Level of Service C at the intersection using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that North Rutherford Boulevard falls to Level of Service of D without the proposed improvements recommended in the 2040 MTP. 2040 Level of Service Model shows North Rutherford Boulevard operates at a Level of Service of C with the proposed improvements recommended in the 2040 MTP.

SOLID WASTE COLLECTION

The two single-family dwellings in the study area will be able to be serviced by the Murfreesboro Solid Waste Department upon annexation. The day of service will be Monday. The cost of carts (2 x \$53.30) is \$106.60. There is a monthly service fee of \$7.50 per cart. This fee will appear on the Water Resource Department's billing. If the anticipated commercial use of the study area proceeds, the Solid Waste Department will not be impacted, and no costs are anticipated as a result of this annexation. Future commercial developments will be required to utilize a private hauler.

BUILDING AND CODES

The study area will 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

This annexation should not have any impact on Murfreesboro's Parks and Recreation Department as it is proposed to be zoned and

developed with commercial uses. 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 taxpayers. 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

This annexation will have no effects on Murfreesboro City Schools as it is proposed to be zoned and developed with commercial uses. However, any students within the study area will be within the Hobgood Elementary School zone.

GEOGRAPHIC INFORMATION SYSTEMS

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

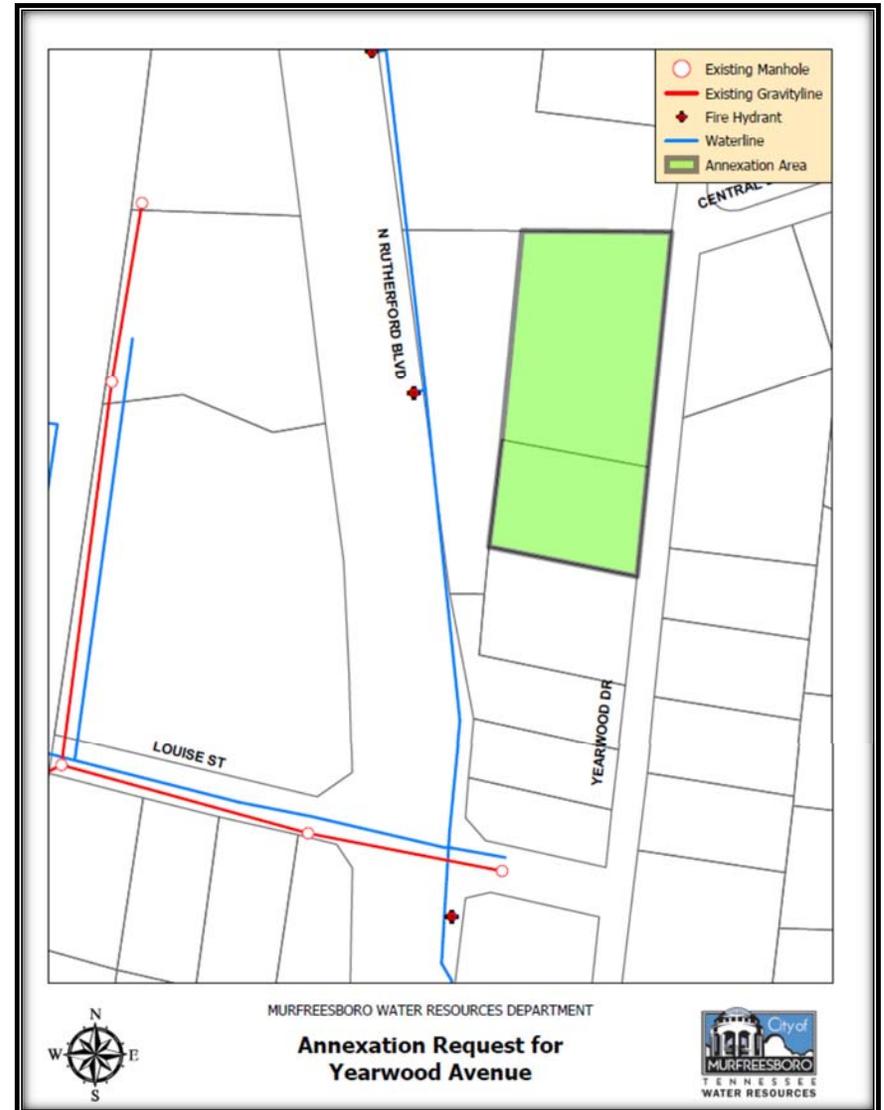
WATER SERVICE

The study area is within the Murfreesboro Water Resources Departments' (MWRD) water service area. Both the Consolidated Utility District (CUD) and Water Resources Board approved for these properties to be served by MWRD. There is an existing 16" water main parallel to Rutherford Blvd, along the eastern right-of-way, that will serve these properties as they redevelop. Currently, CUD provides water service for the existing dwellings and will continue to serve the properties until such time that redevelopment occurs.

SANITARY SEWER SERVICE

Per MWRD's current definition of "available", public sanitary sewer is not available to the properties requesting annexation. In order to access sanitary sewer, the developer must extend public gravity sewer from Louise Street north along Yearwood Avenue to the north end of the property as redevelopment occurs. All main line extensions are the financial responsibility of the developer and may be extended in accordance with the Development Policies and procedures of the Murfreesboro Water Resources Department.

In addition to the above plan of services, this proposed development is within an area that currently has very limited sewer capacity. MWRD has instructed the developer that only low sewer users will be allowed to fill the proposed commercial tenant spaces, such as retail users or equivalent, and the developers will be required to request "Will Serve" letters for each planned tenant.

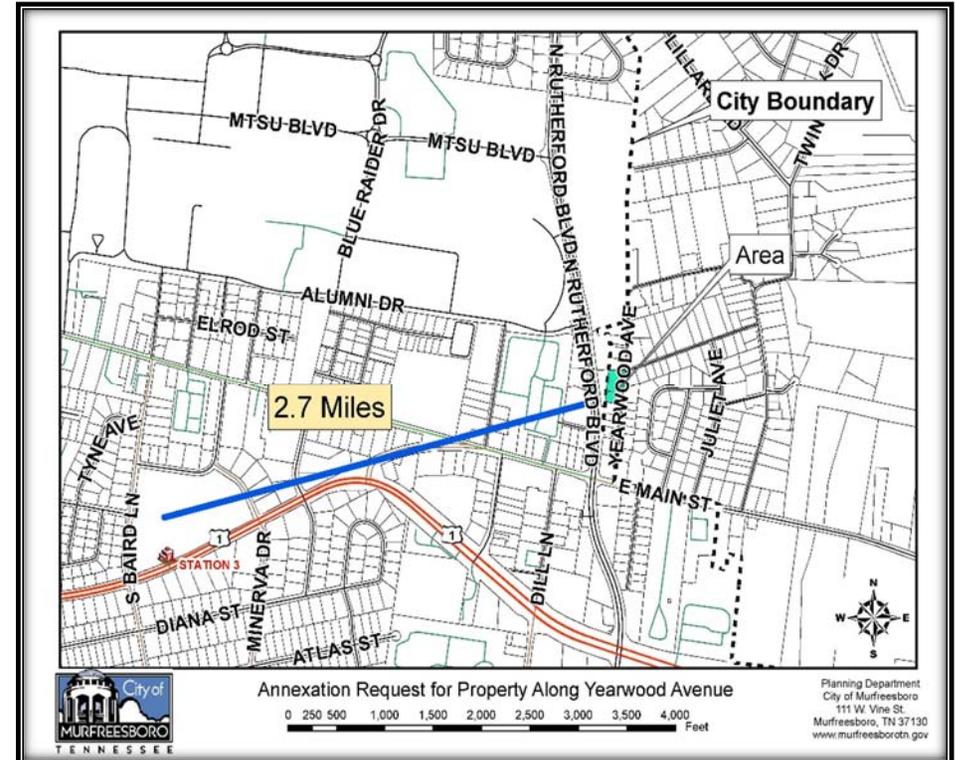


FIRE AND EMERGENCY SERVICE

Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services upon annexation. There are two (2) fire stations with the ability to provide emergency services to the study area. Fire Station #3, located at 1511 Mercury Boulevard, is 1.6 miles from the study area, and Fire Station #8, located at 1730 East Northfield Boulevard, is 2.7 miles from the study area. MFRD will be able to provide fire protection to the existing single-family dwellings and any future commercial development upon annexation. Fire protection will be available for the existing houses on Yearwood immediately upon annexation.

PLANNING, ENGINEERING, AND ZONING SERVICES

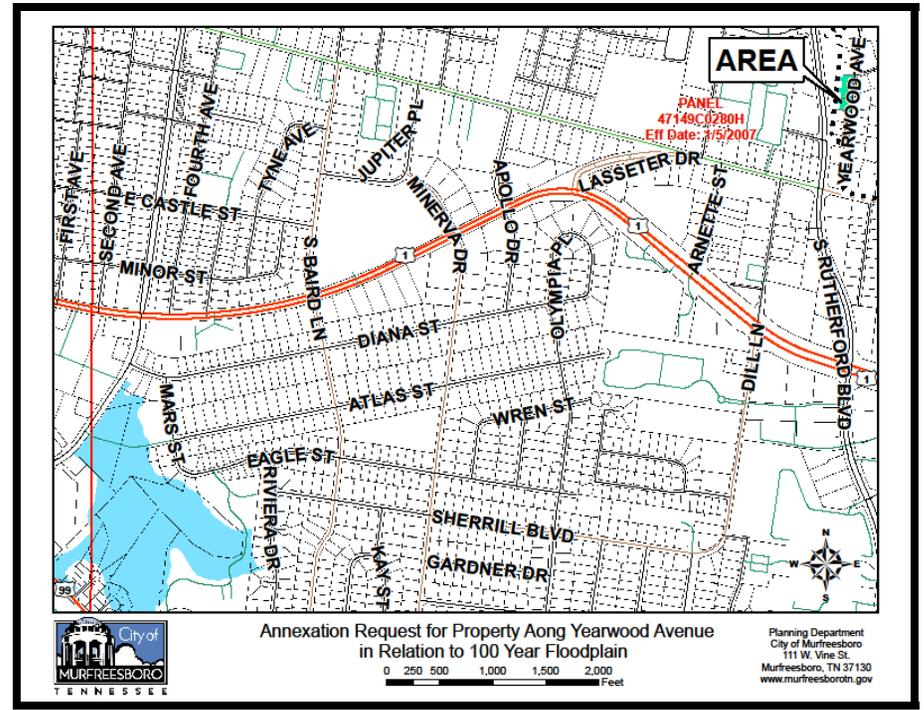
The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and 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 the floodway and 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The map shows the 100-year floodplain boundary in blue.



DRAINAGE

Property and Development

New development in the study area must meet overall City of Murfreesboro Stormwater Quality requirements. New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.

Improvement to North Rutherford Boulevard to add a left-turn lane into the site should be included. A right-of-way (ROW) permit and bond will be required for all work within ROW of North Rutherford Boulevard. The County must approve any connections to Yearwood Avenue and the County Highway Department requires a Road Connection & Performance Agreement with a surety posted during construction.

Public Drainage System

Existing public drainage systems serving the study area are integral to the existing North Rutherford Boulevard. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage Conditions

The study area drains to the ROWs of North Rutherford Boulevard and Yearwood Avenue and then to a pond located on MTSU's property.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has 2 single-family residences and will generate approximately \$78 per year in revenue for the Stormwater Utility Fee.

The subject property is proposed to be developed for a Planned Commercial District (PCD) on approximately 1.83 acres. Based on this development scenario and property limitations, it is anticipated that the site will generate \$400 annually in revenue for the Stormwater Utility Fund including anticipated fee credits upon full build-out.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that the study area 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 MEETING DECEMBER 4, 2019

6:00 P.M.

CITY HALL

Members Present

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Eddie Smotherman
Ronnie Martin
Warren Russell
Chase Salas
Jennifer Garland

Staff Present

Matthew Blomeley, Acting Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Of Dev. Services
Jim Luebbering, Project Engineer

Chair Kathy Jones called the meeting to order after determining there was a quorum.

New Business

Mandatory Referral/Right-of-way abandonment [2019-726] to consider the abandonment of a small portion of Williams Drive right-of-way, Volunteer Behavior Health applicant. Ms.

Ms. Margaret Ann Green summarized the mandatory referral/right-of-way abandonment from the staff report, which had been provided to the Planning Commission in the agenda packet. Ms. Green made known before final approval the applicant would be required to address the following:

- The applicant must provide the City Legal Department any necessary documentation to prepare the quitclaim deed and for recording the quitclaim deed.
- A plat depicting the abandonment and relocation of the subject property must be recorded.
- Utility easements must be dedicated, as needed, to accommodate any existing utilities, including water and sewer mains.

Mr. Matt Taylor was in attendance to represent the applicant.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

Zoning application [2019-439] for approximately 0.3 acres located along East Vine Street and Kerr Avenue to be rezoned from RS-8 to RS-4, Will Crunk applicant. Ms. Amelia Kerr summarized the zoning application from the staff report, which had been provided to the Planning Commission in the agenda packet.

Mr. Will Crunk, the applicant, was in attendance for the meeting.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

Mr. Ronnie Martin made a motion to approve subject to all staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Annexation plan of services and annexation petition [2019-515] for approximately 1.6 acres located along Yearwood Avenue, Greenland Partners, LLC applicant. Ms. Amelia Kerr summarized the annexation petition from the staff report, which had been provided to the Planning Commission in the agenda packet.

The Planning Commission requested additional information from the meeting with Rutherford County Road Board regarding right-of-way for Yearwood Avenue. Why was the annexation request for the right-of-way of Yearwood Avenue denied? Mr. Blomeley made known the Rutherford County Road Board had conducted a meeting on December 2, 2019. They had denied the annexation access onto Yearwood Avenue due to it being a substandard County road.

Chair Kathy Jones opened the public hearing.

1. **Mr. Mike Hughes - Rutherford County Engineer** – came forward making known the County Road Board had concerns with this proposal due to mixing commercial traffic into an established residential neighborhood. The County Road Board had denied the annexation of Yearwood Avenue and denied any driveway connection onto Yearwood

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

Avenue as well. Currently, this road does not meet Rutherford County standards and it is not scheduled to be upgraded at this time.

2. **Mr. Robert Peay, 4047 Bivens Hill Road/Rutherford County Commissioner** – came forward making known Yearwood Avenue is a very narrow road. He and the residents in the neighborhood are requesting that any access onto Yearwood Avenue be denied.
3. **Mr. Richard Graham, 2403 Central Boulevard** – made known he had a petition to submit from the property owners who oppose the annexation request. The residents do not want additional commercial traffic onto Yearwood Avenue. He would like to know what are the plans for a Planned Commercial Development? He has concerns having to view the back of a commercial development.
4. **Mr. Robert Womack, 2410 Central Boulevard** - opposes this request due to his concerns with additional traffic in his neighborhood.

Chair Kathy Jones closed the public hearing.

Mr. Matthew Blomeley explained that a Planned Commercial Development is plan-specific zoning. If approved and adopted by City Council, the plan would be the zoning of the property. The development and the future use of the property would have to comply with the zoning plan that the applicant has submitted for this property.

Continuing, Mr. Blomeley addressed the issue regarding connectivity that would allow multiple ways in and out of this development. Connectivity is for safety issues and general traffic distribution. For this request, City Staff feels it is important for traffic to have access from Yearwood Avenue to a signalized intersection at East Main Street. The proposed access drive is for a secondary access to disperse traffic from this site. The developer would be responsible to construct road improvements from his site onto Yearwood Avenue. However, at this time the right-of-way cannot be annexed. The private property can be annexed, though, and the City can provide services to it. The annexation would not go into effect until zoning goes into effect.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

Mr. Ronnie Martin made known that, due to the limited sewer access, the plan of services calls for each individual tenant to be required to have “will-serve letters” from the Water Resources Department. Vice-Chairman Ken Halliburton asked if the applicant was aware of this requirement. Mr. Rob Molchan and Mr. Michael Hazlett were in attendance for the meeting and made known that they were aware of the will-serve letters. Mr. Molchan explained they had been in meetings with Water Resources over the past year and studies had been completed to make known the current capacity levels in this area. The applicant is proposing a small retail center which would only allow low sewer capacity to the potential users.

Mr. Eddie Smotherman made a motion to approve the annexation request, seconded by Vice-Chairman Ken Halliburton. The motion carried by a vote of 6-1 (Mr. Chase Salas voted no).

Zoning application [2019-442] for approximately 0.68 acres located along Yearwood Avenue and North Rutherford Boulevard to be rezoned from RS-15 to PCD (East Side Village PCD) and approximately 1.15 acres to be zoned PCD simultaneous with annexation, Greenland Partners, LLC applicant.

Ms. Amelia Kerr summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known the Murfreesboro 2035 Comprehensive Plan recommends the best use for the property be Public/Institutional. However, MTSU does not have ownership or control of the property, therefore, it may not be feasible to develop in the manner recommended by the comprehensive plan. Ms. Kerr stated that the Planning Commission would need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.

Mr. Rob Molchan and Mr. Michael Hazlett were in attendance for the meeting. Mr. Molchan came forward to begin a PowerPoint presentation from the applicant’s pattern book. He also provided the following:

- The zoning change would allow commercial services which would benefit the area residents, MTSU students, faculty, and staff.

RESOLUTION 19-R-A-51 to annex approximately 1.15 acres along Yearwood Avenue, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Greenland Partners, LLC, applicants. [2019-515]

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 19-R-PS-51** on February 6, 2020; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on December 4, 2019 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 19-OZ-51**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

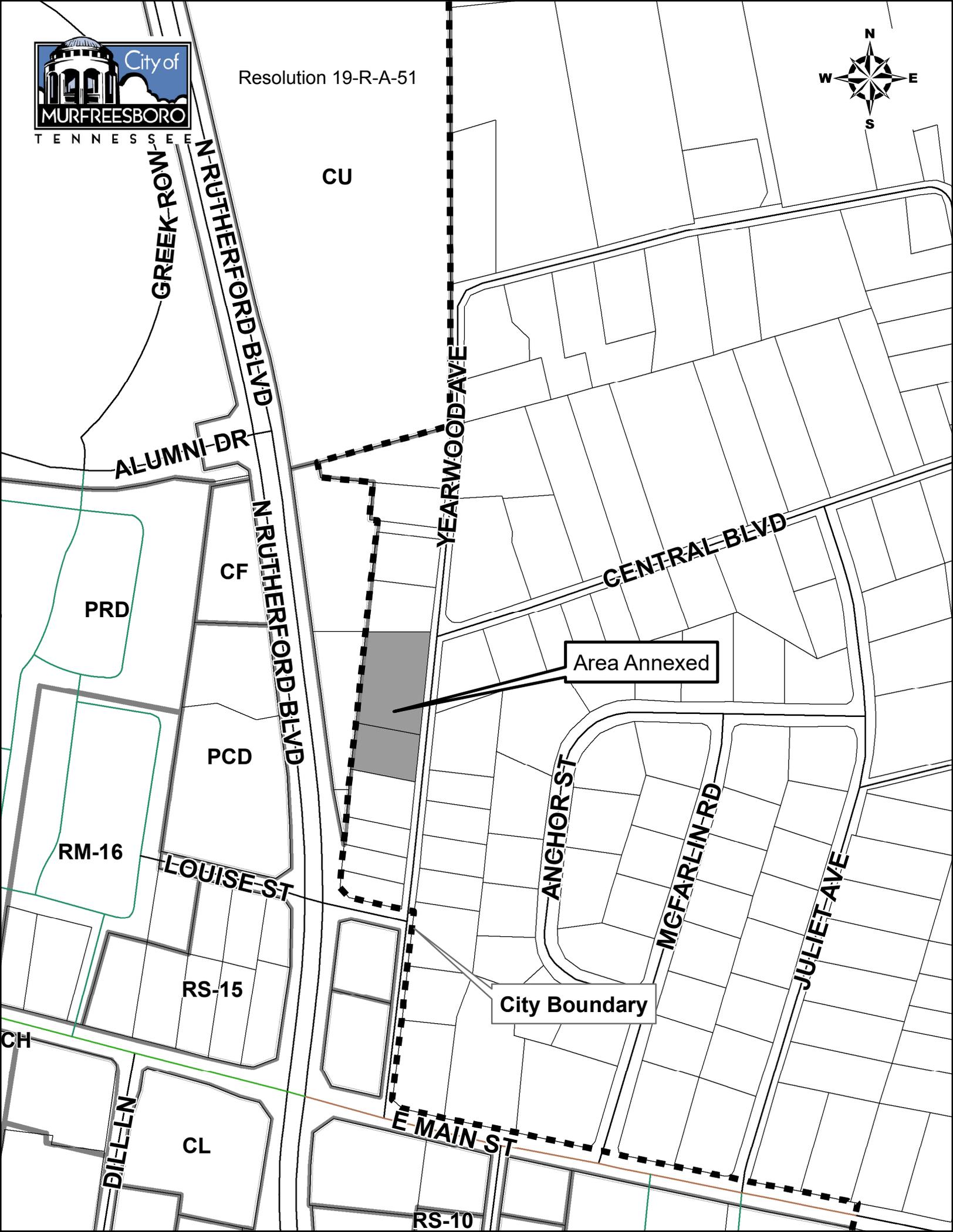
Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL



Resolution 19-R-A-51



CU

GREEK ROW
N RUTHERFORD BLVD

ALUMNI DR

N RUTHERFORD BLVD

YEARWOOD AVE

CENTRAL BLVD

ANGHOR ST

MCFARLIN RD

JULIET AVE

LOUISE ST

E MAIN ST

DILLEN

CL

RS-10

Area Annexed

City Boundary

PRD

CF

PCD

RM-16

RS-15

CH

RESOLUTION 19-R-PS-51 to adopt a Plan of Services for approximately 1.15 acres along Yearwood Avenue, Greenland Partners, LLC, applicant. [2019-515]

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on December 4, 2019 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 February 6, 2020, pursuant to a Resolution passed and adopted by the City Council on December 19, 2019, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on January 21, 2020; 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 19-R-A-51**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

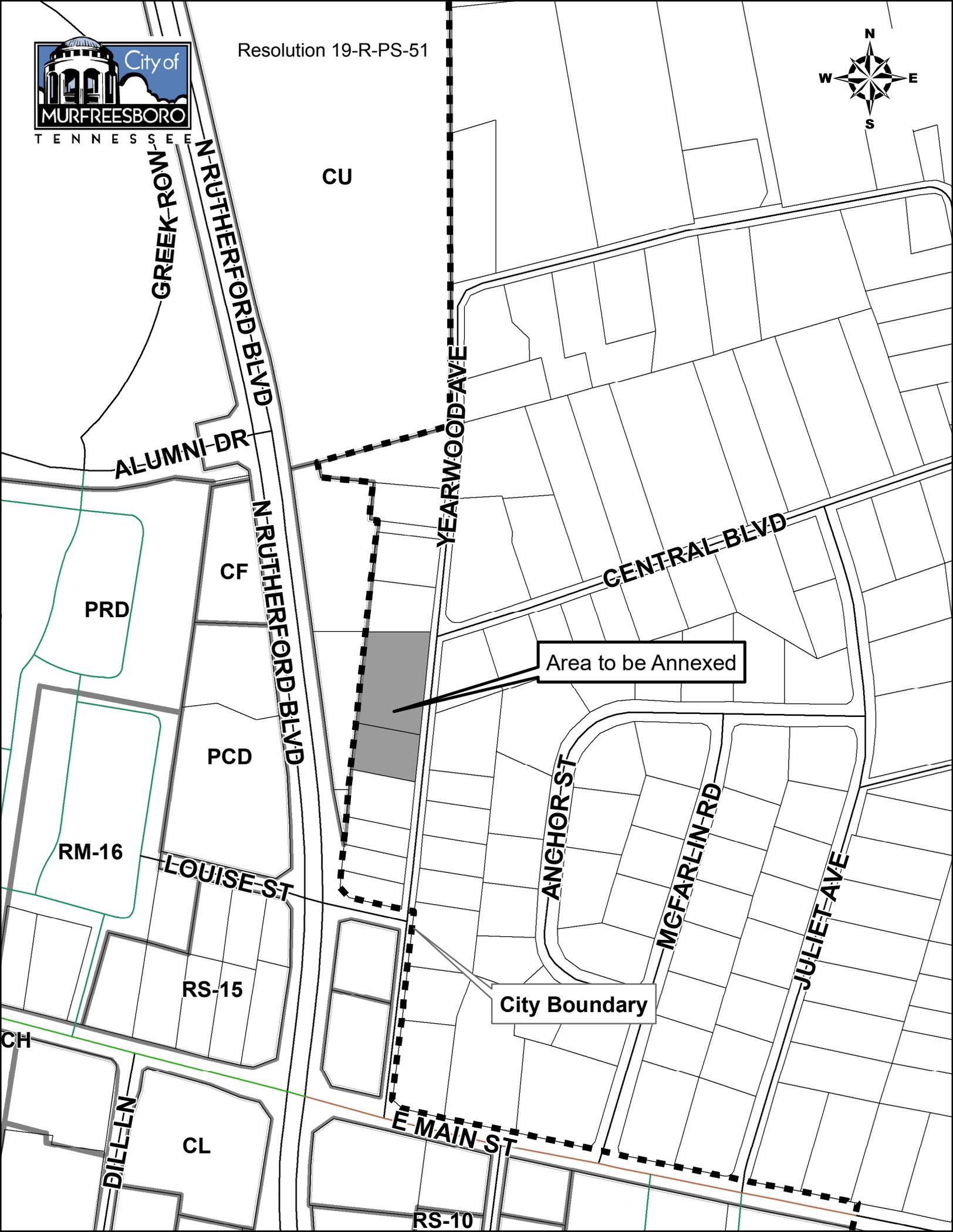
Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL



Resolution 19-R-PS-51



**ANNEXATION REPORT FOR PROPERTY LOCATED
ALONG YEARWOOD AVENUE
INCLUDING PLAN OF SERVICES
(2019-515)**



PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
December 4, 2019
(Revised December 3, 2019)

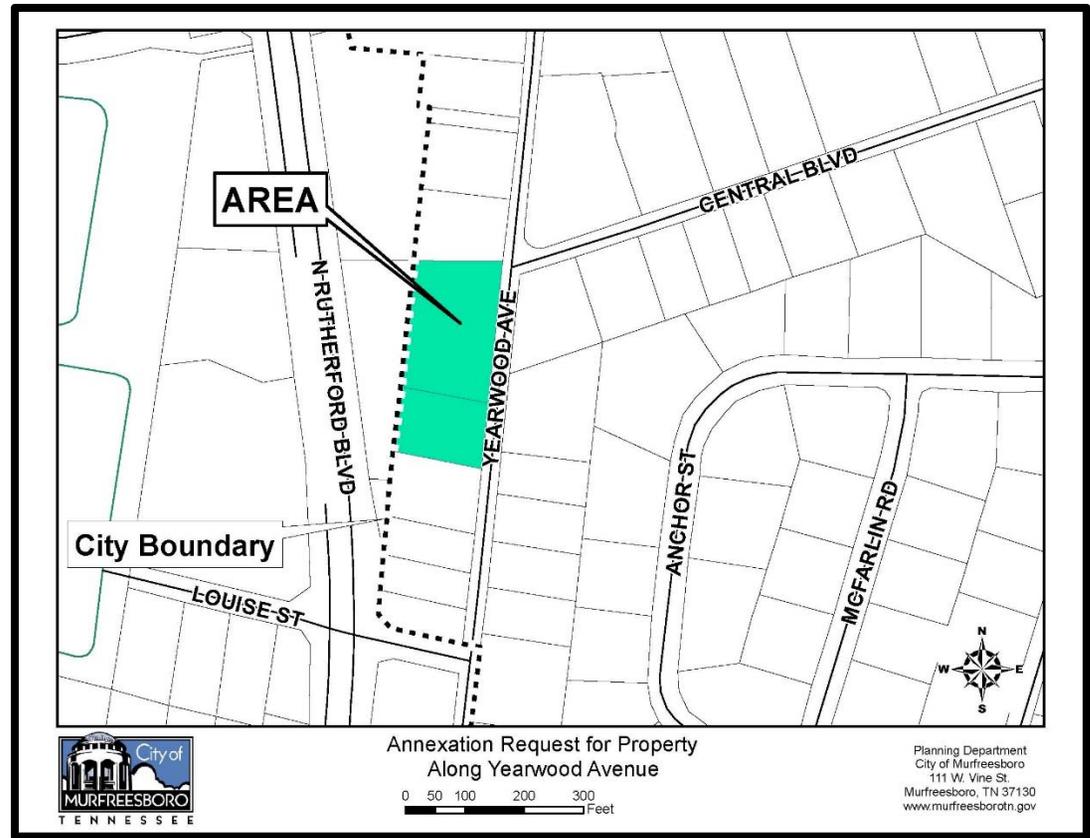
INTRODUCTION

OVERVIEW

The applicant, Greenland Partners, LLC, has requested annexation of two (2) parcels located along the west side of Yearwood Avenue. The area studied in this Plan of Services is approximately 1.6 acres.

- Tax Map 103C, Group A, Part of Parcel 00400 (219 Yearwood Avenue)
- Tax Map 103C, Group A, Parcel 00500 (213 Yearwood Avenue)

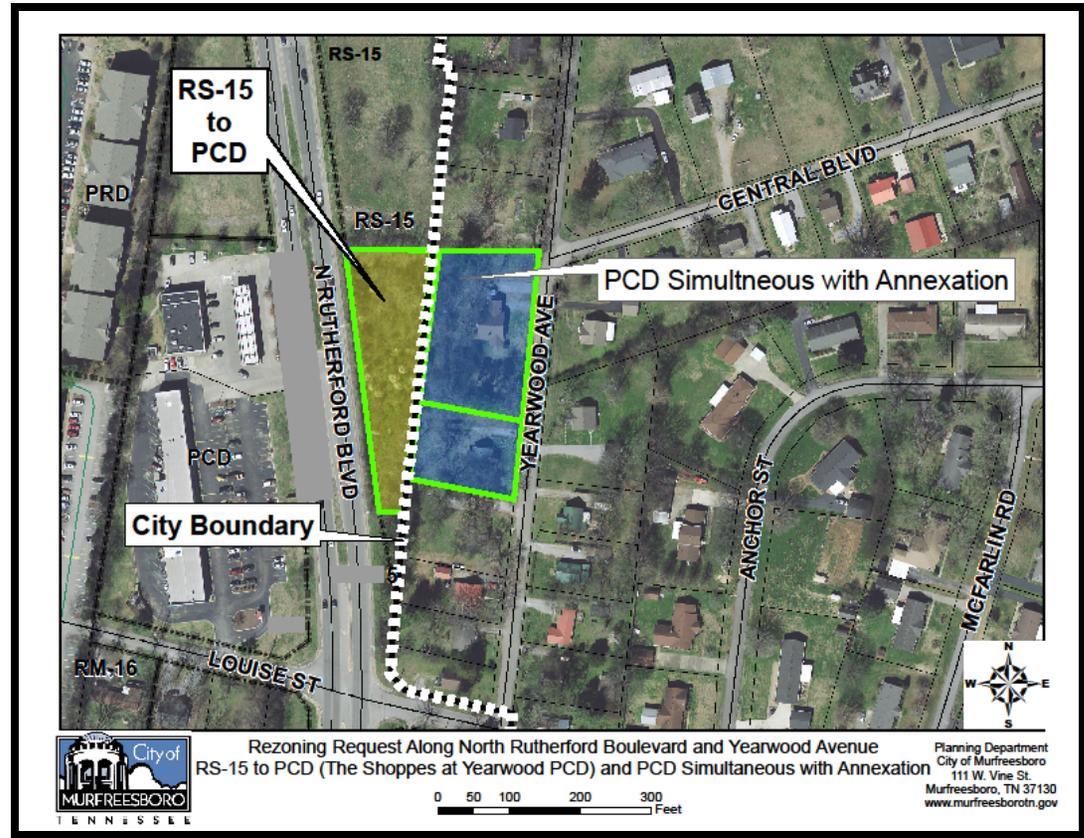
The study area lies within the City of Murfreesboro's Urban Growth Boundary. Adjacent properties to the west are within the existing City limits. The adjacent property to the east lies within the unincorporated County.



CITY ZONING

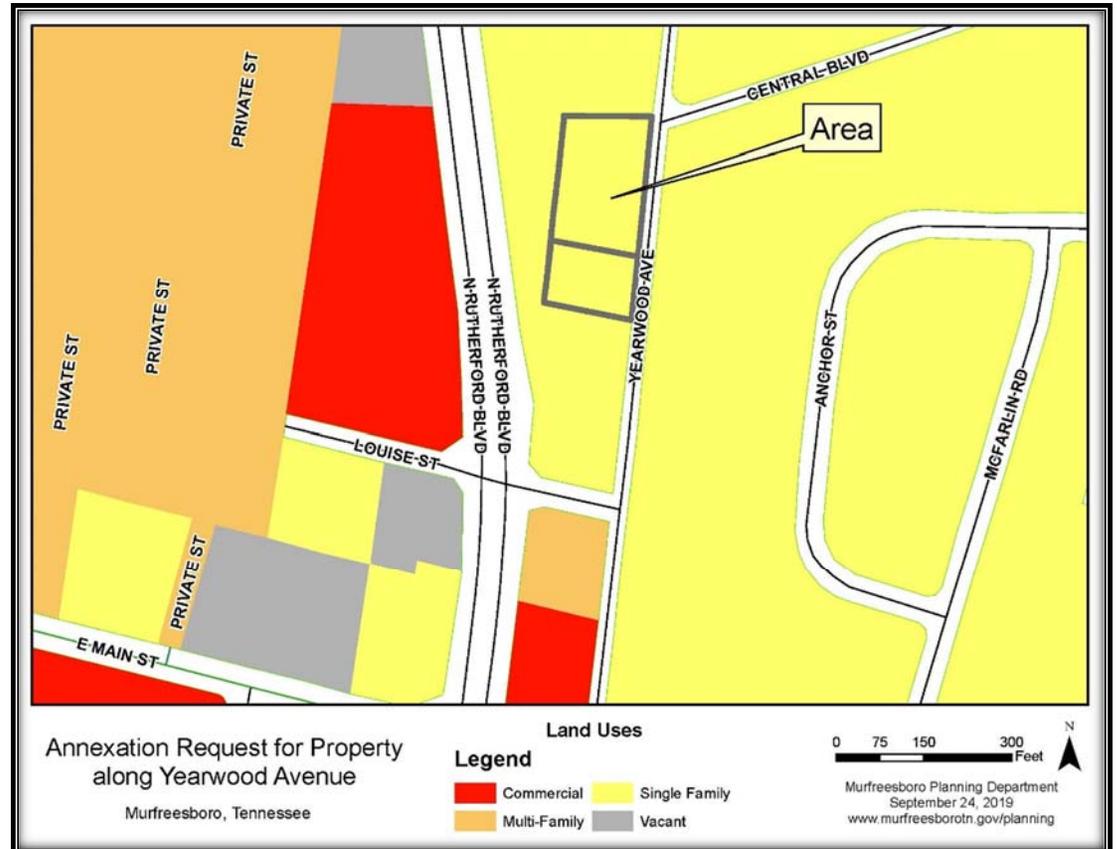
The applicant has requested rezoning to PCD (Planned Commercial District) for the study area simultaneous with annexation. The study area is presently zoned RM (Residential – Medium Density) in the unincorporated County.

Adjacent property to the north, south, and east of the study area lies within the unincorporated County and is zoned RM. Property located to the west is within the City and zoned RS-15 (Single-Family Residential District). The parcel across North Rutherford Boulevard to the west, which is within the City limits, is zoned PCD.



PRESENT AND SURROUNDING LAND USE

The study area has 2 existing single-family residential structures. The property to the north is undeveloped property. Adjacent properties to the east and south are developed with single-family dwellings. Property to the west across North Rutherford Boulevard is developed with commercial uses.



TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2020 will be due on December 31, 2021. 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 \$1.2894/\$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
Greenland Partners, LLC	0.75	\$25,000	\$146,200	\$171,200	\$551.86
Greenland Partners, LLC	0.43	\$32,500	\$53,900	\$86,400	\$278.51

These figures are for the property in its current state. They will change if and when the property develops.

PLAN OF SERVICES

POLICE PROTECTION

The Murfreesboro Police Department can provide police services to the property as it currently exists immediately upon the effective date of annexation. This property is in Police Zone #5.

ELECTRIC SERVICE

The property is located within Murfreesboro Electric Department (MED) service boundary area. MED currently provides electricity for the single-family residences in the study area. MED states there are existing electric facilities along North Rutherford Boulevard and along Yearwood Avenue.

STREET LIGHTING

According to MED, street lighting already exists along South Rutherford Boulevard. Yearwood is in Rutherford County's jurisdiction and no streetlights are installed.

STREETS AND ACCESS

Public Roadway System

The annexation study area does not include any additional public roadway systems. Access to a public roadway system is available through North Rutherford Boulevard. Modifications to the current access to North Rutherford Boulevard will require the approval of the City Engineer. The study area also has access to Yearwood Avenue, which is a county roadway. The County must review and approve

any connections to Yearwood Avenue. Any future public roadway facilities to serve the study area must be constructed to City standards.

Regional Traffic and Transportation Conditions

The intersection south of this property is North Rutherford Boulevard and East Main Street. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan (MTP) shows North Rutherford Boulevard to be operating at a Level of Service C at this intersection. The 2040 Level of Service Model indicates that North Rutherford Boulevard would fall to Level of Service of D without the proposed improvements recommended in the 2040 MTP. The 2040 Level of Service Model shows North Rutherford Boulevard falls to Level of Service of D with the proposed improvements recommended in the 2040 MTP.

The intersection to the north of this property is North Rutherford Boulevard and Alumni Drive. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan (MTP) shows North Rutherford Boulevard to be operating at a Level of Service C at the intersection using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that North Rutherford Boulevard falls to Level of Service of D without the proposed improvements recommended in the 2040 MTP. 2040 Level of Service Model shows North Rutherford Boulevard operates at a Level of Service of C with the proposed improvements recommended in the 2040 MTP.

SOLID WASTE COLLECTION

The two single-family dwellings in the study area will be able to be serviced by the Murfreesboro Solid Waste Department upon annexation. The day of service will be Monday. The cost of carts (2 x \$53.30) is \$106.60. There is a monthly service fee of \$7.50 per cart. This fee will appear on the Water Resource Department's billing. If the anticipated commercial use of the study area proceeds, the Solid Waste Department will not be impacted, and no costs are anticipated as a result of this annexation. Future commercial developments will be required to utilize a private hauler.

BUILDING AND CODES

The study area will 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

This annexation should not have any impact on Murfreesboro's Parks and Recreation Department as it is proposed to be zoned and

developed with commercial uses. 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 taxpayers. 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

This annexation will have no effects on Murfreesboro City Schools as it is proposed to be zoned and developed with commercial uses. However, any students within the study area will be within the Hobgood Elementary School zone.

GEOGRAPHIC INFORMATION SYSTEMS

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

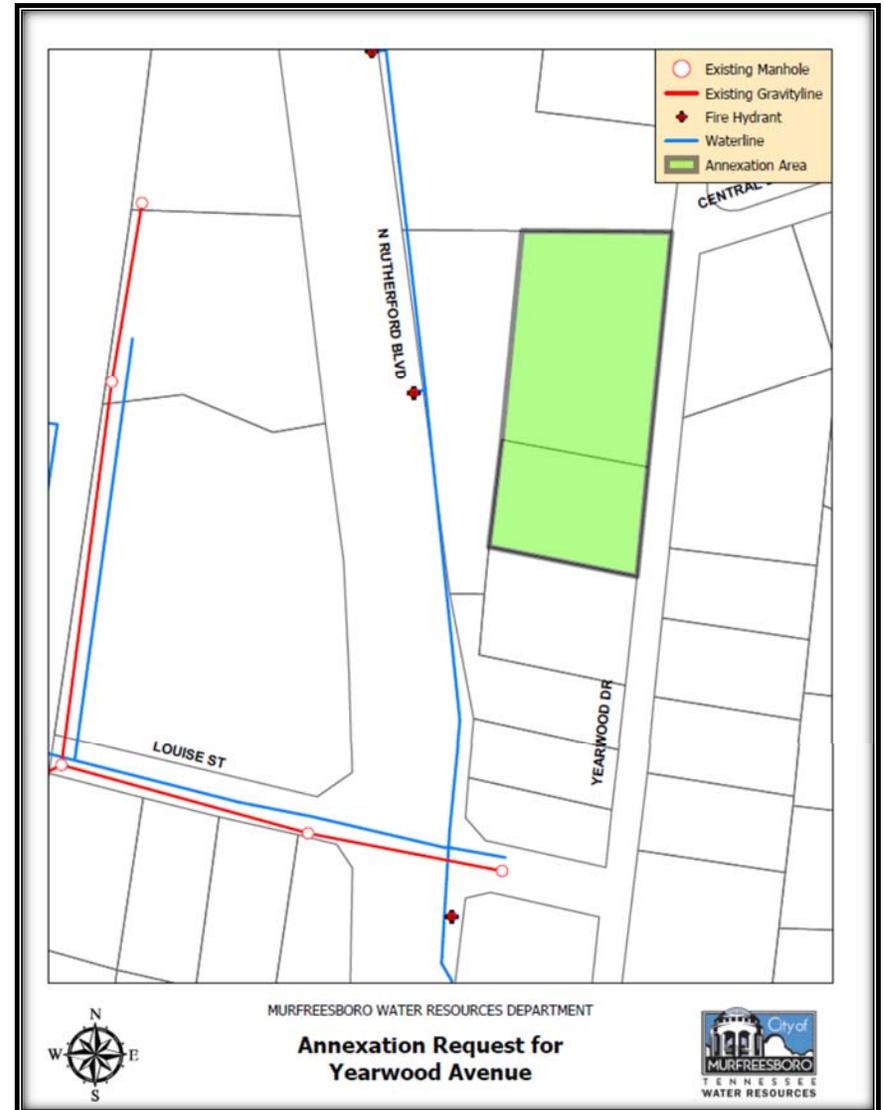
WATER SERVICE

The study area is within the Murfreesboro Water Resources Departments' (MWRD) water service area. Both the Consolidated Utility District (CUD) and Water Resources Board approved for these properties to be served by MWRD. There is an existing 16" water main parallel to Rutherford Blvd, along the eastern right-of-way, that will serve these properties as they redevelop. Currently, CUD provides water service for the existing dwellings and will continue to serve the properties until such time that redevelopment occurs.

SANITARY SEWER SERVICE

Per MWRD's current definition of "available", public sanitary sewer is not available to the properties requesting annexation. In order to access sanitary sewer, the developer must extend public gravity sewer from Louise Street north along Yearwood Avenue to the north end of the property as redevelopment occurs. All main line extensions are the financial responsibility of the developer and may be extended in accordance with the Development Policies and procedures of the Murfreesboro Water Resources Department.

In addition to the above plan of services, this proposed development is within an area that currently has very limited sewer capacity. MWRD has instructed the developer that only low sewer users will be allowed to fill the proposed commercial tenant spaces, such as retail users or equivalent, and the developers will be required to request "Will Serve" letters for each planned tenant.

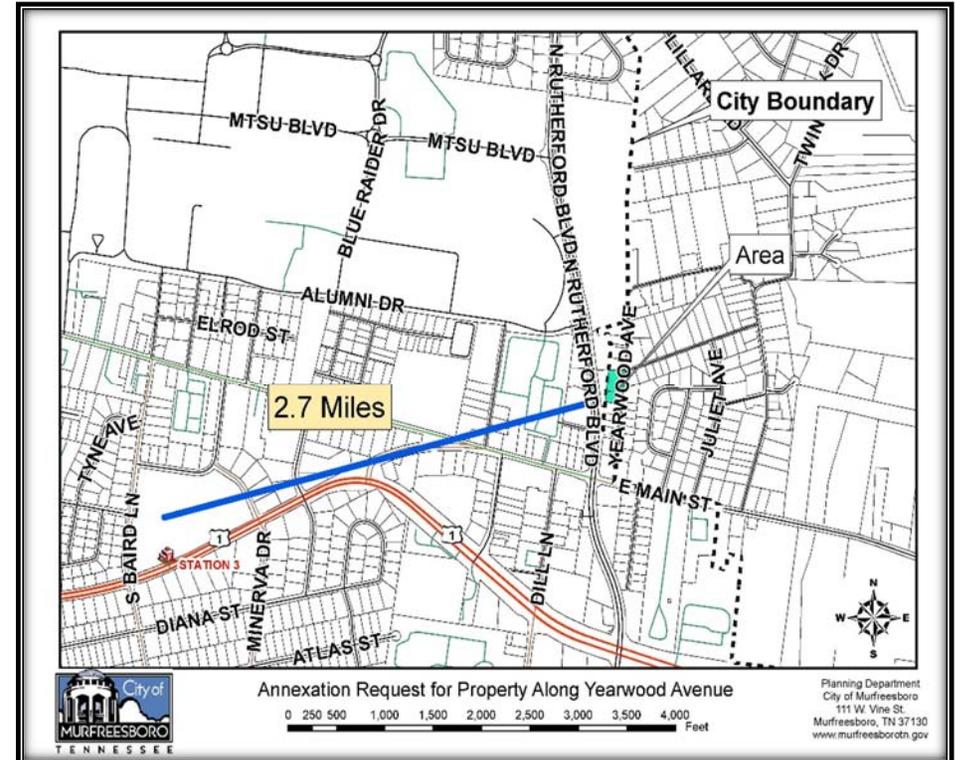


FIRE AND EMERGENCY SERVICE

Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services upon annexation. There are two (2) fire stations with the ability to provide emergency services to the study area. Fire Station #3, located at 1511 Mercury Boulevard, is 1.6 miles from the study area, and Fire Station #8, located at 1730 East Northfield Boulevard, is 2.7 miles from the study area. MFRD will be able to provide fire protection to the existing single-family dwellings and any future commercial development upon annexation. Fire protection will be available for the existing houses on Yearwood immediately upon annexation.

PLANNING, ENGINEERING, AND ZONING SERVICES

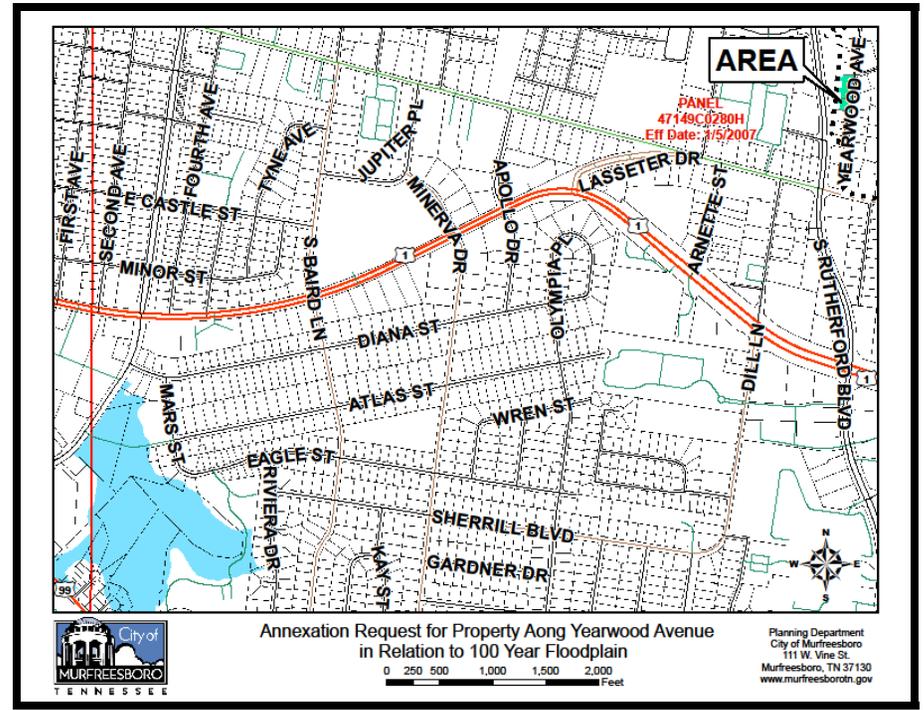
The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and 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 the floodway and 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA).

The map shows the 100-year floodplain boundary in blue.



DRAINAGE

Property and Development

New development in the study area must meet overall City of Murfreesboro Stormwater Quality requirements. New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank protection, and detention.

Improvement to North Rutherford Boulevard to add a left-turn lane into the site should be included. A right-of-way (ROW) permit and bond will be required for all work within ROW of North Rutherford Boulevard. The County must approve any connections to Yearwood Avenue and the County Highway Department requires a Road Connection & Performance Agreement with a surety posted during construction.

Public Drainage System

Existing public drainage systems serving the study area are integral to the existing North Rutherford Boulevard. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

Regional Drainage Conditions

The study area drains to the ROWs of North Rutherford Boulevard and Yearwood Avenue and then to a pond located on MTSU's property.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has 2 single-family residences and will generate approximately \$78 per year in revenue for the Stormwater Utility Fee.

The subject property is proposed to be developed for a Planned Commercial District (PCD) on approximately 1.83 acres. Based on this development scenario and property limitations, it is anticipated that the site will generate \$400 annually in revenue for the Stormwater Utility Fund including anticipated fee credits upon full build-out.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that the study area 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.

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 4, 2019
PROJECT PLANNER: AMELIA KERR**

- 3.e. Zoning application [2019-442] for approximately 0.68 acres located along Yearwood Avenue and North Rutherford Boulevard to be rezoned from RS-15 to PCD (East Side Village PCD) and approximately 1.15 acres to be zoned PCD simultaneous with annexation, Greenland Partners, LLC applicant.**

The subject property is located at 213 and 219 Yearwood Drive. The property is located to the east of South Rutherford Boulevard and to the west of Yearwood Avenue, and is north of East Main Street and Louise Street and south of Alumni Drive. The property is approximately 1.83 acres and is identified as Tax Map 103C, Group A, Parcels 4.00 and 5.00. A portion of the requested property along the western boundary is within the city and is zoned Single-Family Residential (RS-15) District. The remainder of the requested property is zoned RM (Residential Medium Density) in the unincorporated county. Currently, each parcel contains a single-family dwelling. The applicant wishes to rezone the property to PCD (Planned Commercial District). The proposed PCD would consist of an 11,000 square foot multi-tenant commercial center.

The development is requesting to have direct access to South Rutherford Boulevard via a single access point. Also, the request is being made for a secondary point of access on Yearwood Avenue to gain access to the signalized intersection to the south at East Main Street and South Rutherford Boulevard. The proposed development would include one (1) single-story multi-tenant commercial building with a drive-thru proposed at the north end of the building. Primary exterior materials would include brick, stone, cementitious siding and E.I.F.S. Setbacks for the development would be 42' on the front facing South Rutherford Boulevard, 42' on front facing Yearwood Avenue, and 10' on both sides. Amenities would include 0.68 acres of usable open space and 0.11 acres for open space devoted to stormwater/detention areas, with formal open space consisting of a paver plaza with bench seating.

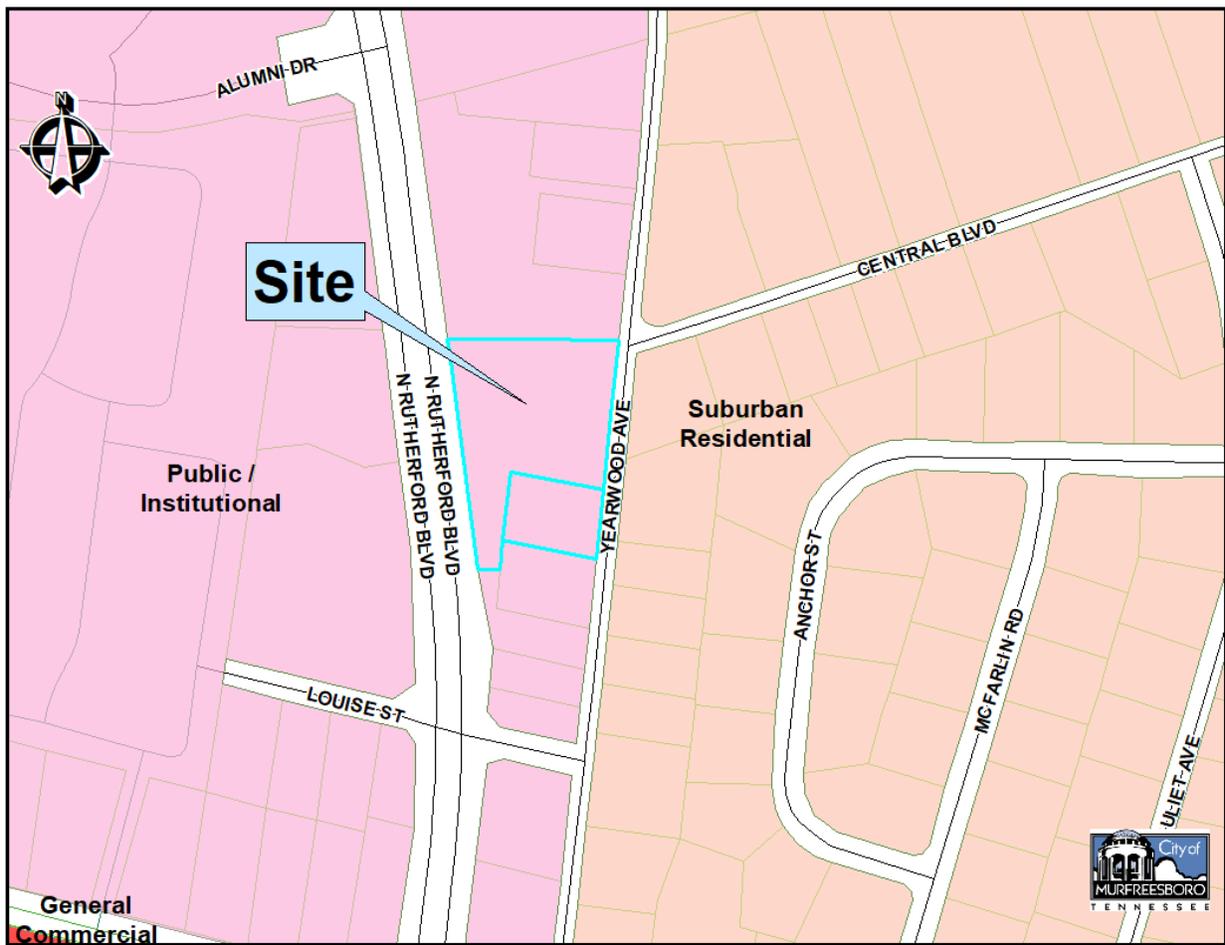
Adjacent Zoning and Land Uses

Surrounding properties to the north, east, and south are zoned County RM and are developed with the Yearwood Addition single-family residential subdivision. West of the property directly across North Rutherford Boulevard is the University Square PCD, which is developed with a multi-tenant commercial building and a gas station. Further to the north is property owned by MTSU, which is zoned CU (Colleges and

Universities District) and developed with a parking lot. The proposed development would include a fifteen-foot Type D buffer along the northern, eastern, and southern boundaries adjacent to the Yearwood Addition residential subdivision.

Future Land Use Map

The future land use map of the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that Public/Institutional is the most appropriate land use character for the subject property, as shown on the map in your agenda package.

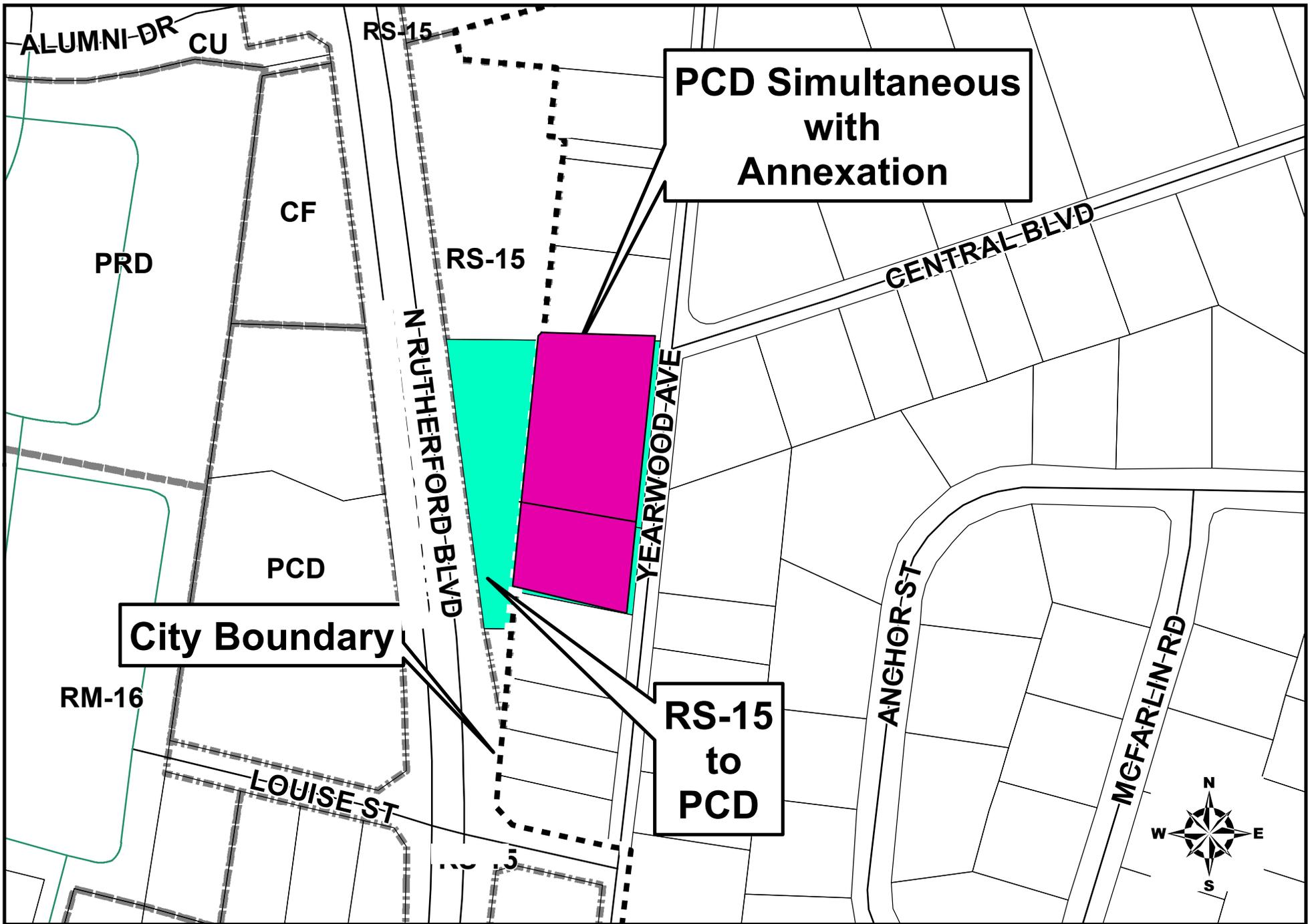


Compatible existing zoning districts are CU (College and University) and PND (Planned Institutional Development). Examples of development types in the Public/Institutional land use character include government buildings, hospitals, and schools and universities. Staff believes this recommendation was made in the future land use map due to the proximity of the property to MTSU. The proposed zoning is not consistent with the recommendation of the future land use map for this property. Because MTSU does not have ownership or control of the property,

however, it may not be feasible for it to develop in the manner recommended by the comprehensive plan. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.

Action Needed

A copy of the pattern book has been included in the agenda materials. The applicant will be available at the Planning Commission meeting to make a presentation regarding the proposed rezoning and to answer questions. The Planning Commission will need to conduct a public hearing and discuss this zoning request and then formulate a recommendation to City Council.



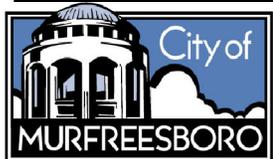
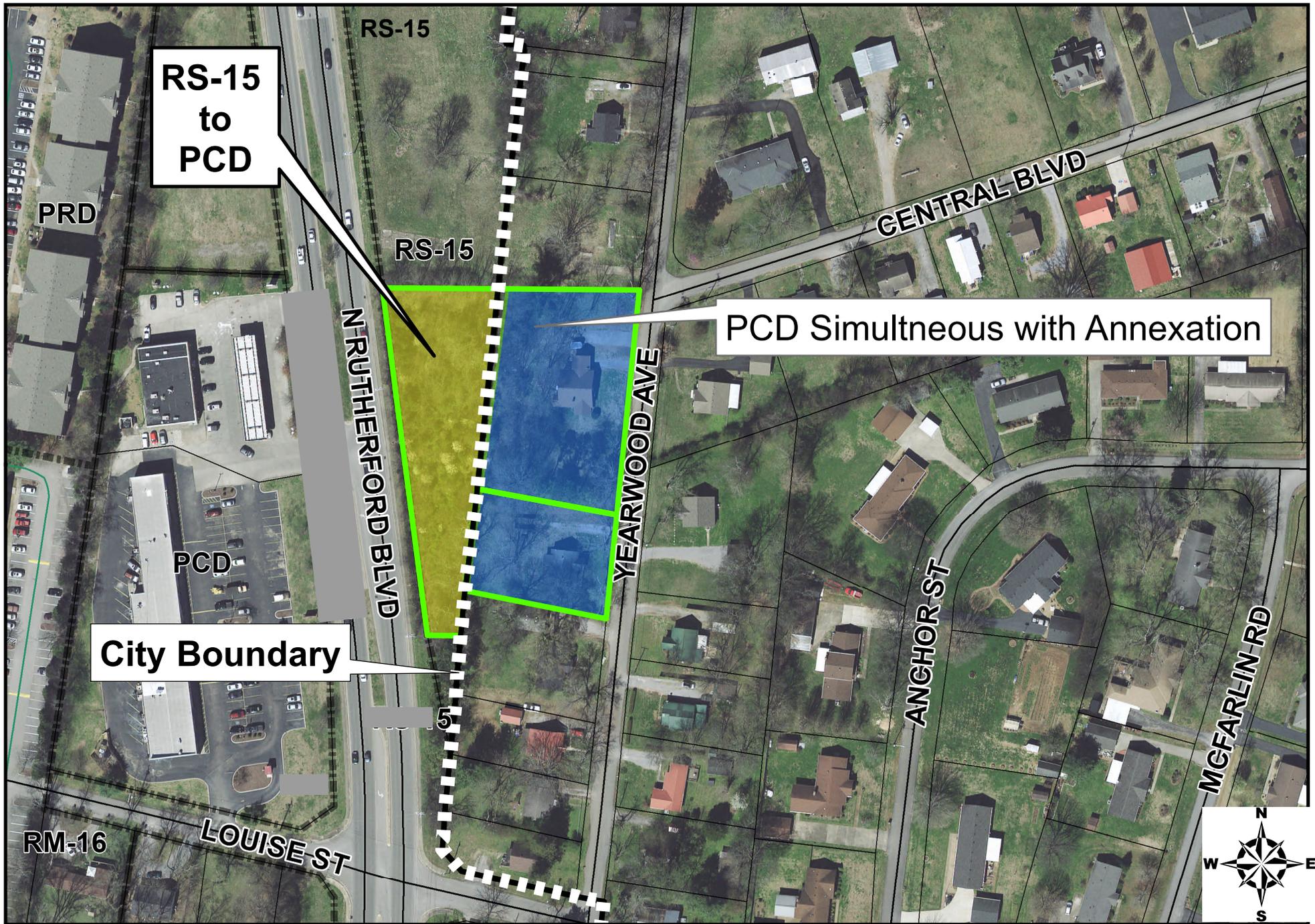
Rezoning Request Along North Rutherford Boulevard and Yearwood Avenue
 RS-15 to PCD (East Side Village PCD) and PCD Simultaneous with Annexation



T E N N E S S E E



Planning Department
 City of Murfreesboro
 111 W. Vine St.
 Murfreesboro, TN 37130
www.murfreesborotn.gov

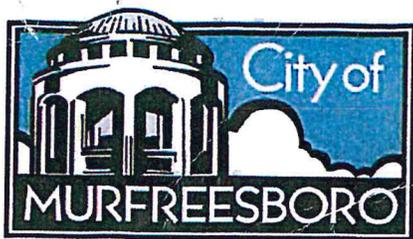


T E N N E S S E E

Rezoning Request Along North Rutherford Boulevard and Yearwood Avenue
 RS-15 to PCD (East Side Village PCD) and PCD Simultaneous with Annexation



Planning Department
 City of Murfreesboro
 111 W. Vine St.
 Murfreesboro, TN 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

Table with 2 columns: Application Type and Fee. Includes 'Zoning & Rezoning Applications - other than rezoning to planned unit development' for \$700.00 and 'Zoning & Rezoning Applications - Planned Unit Development, initial or amended' for \$950.00.

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 non-refundable application fee (prices listed above).

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

To be completed by applicant:

APPLICANT: Greenland Partners, LLC

Address: 1207 Greenland Drive City/State/Zip: Murfreesboro, TN 37130

Phone: 615-300-2594 E-mail address: mbhazlett@mail.com

PROPERTY OWNER: Greenland Partners, LLC

Street Address or property description: 213 and 219 Yearwood Avenue, Murfreesboro, TN 37130

and/or Tax map #: 103C Group: A Parcel (s): 4.00 and 5.00

Existing zoning classification: RS-15 and RM in the county

Proposed zoning classification: PCD Acreage: 1.83 Acres

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

E-mail: rmolchan@sec-civil.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 10-17-19

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

Date received: 10-17-19 MPC YR.: MPC #:

Amount paid: \$1,450.00 Receipt #: 279168



EAST SIDE VILLAGE

A REQUEST FOR REZONING AND ANNEXATION FOR A PLANNED COMMERCIAL DISTRICT (PCD)
Murfreesboro, Tennessee

Initial Submittal

October 17, 2019

Resubmittal

November 6, 2019 for November 20, 2019
Planning Commission Workshop Meeting

Resubmittal

November 27, 2019 for the December 4, 2019
Planning Commission Public Hearing Meeting

Resubmittal

January 21, 2020 for the February 6th, 2020
City Council Public Hearing

SEC, Inc.

SEC Project #19002

SEC, Inc.

Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
Web: www.sec-civil.com

Address: *850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129*

Company Name: Greenland Partners, LLC
Profession: Developer
Attn: Michael Hazlett
Phone: 615-300-2594
Email: mbhazlett@mail.com

Address: *1207 Greenland Drive
Murfreesboro, TN 37130*

TABLE OF CONTENTS..... 03

PROJECT SYNOPSIS..... 04

2040 MAJOR THOROUGHFARE PLAN 05

SUBDIVISION MAP..... 06

ZONING MAP AND 2035 LAND USE PLAN..... 07

UTILITY MAP 08

HYDROLOGY AND TOPOGRAPHY 09

ON-SITE PHOTOS 10

OFF-SITE PHOTOS 11

ADDITIONAL PHOTOS..... 12

CONCEPTUAL SITE PLAN 13

ARCHITECTURAL CHARACTERISTICS..... 14

DEVELOPMENT STANDARDS..... 15

ALLOWABLE USES 16

INGRESS AND EGRESS 17

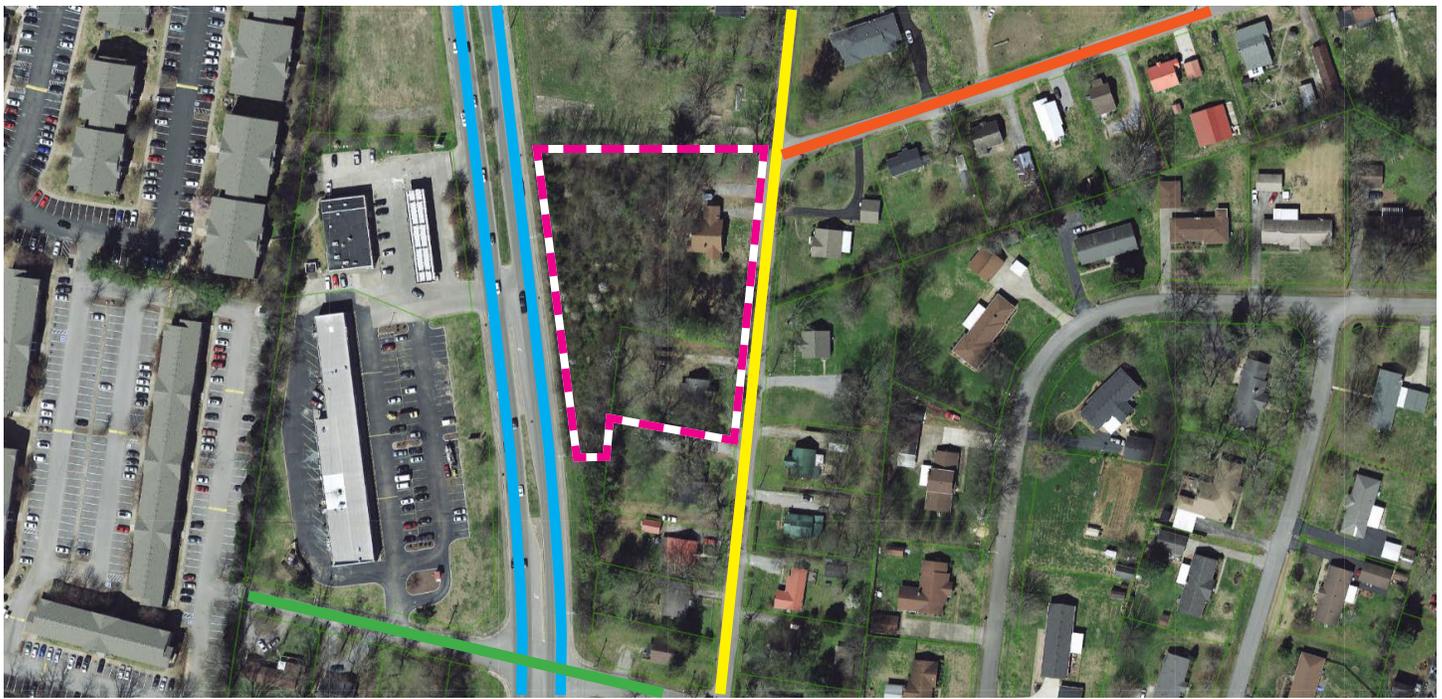
AMENITIES 18

CONCEPTUAL SECTIONS 19-20

LANDSCAPE CHARACTERISTICS..... 21-23

ZONING ORDINANCE SECTION 13 (D)(2)(B) [1-14] 24-25

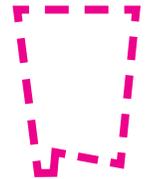
© Copyright 2020, Site Engineering Consultants, Inc. (SEC, Inc.)
 This document shall not be reproduced, modified, published, or used in any way or form of media/print
 without the expressed written consent of Site Engineering Consultants, Inc.



AERIAL PHOTOGRAPH

Not To Scale 

-  North Rutherford Boulevard
-  Yearwood Avenue
-  Central Boulevard
-  Louise Street

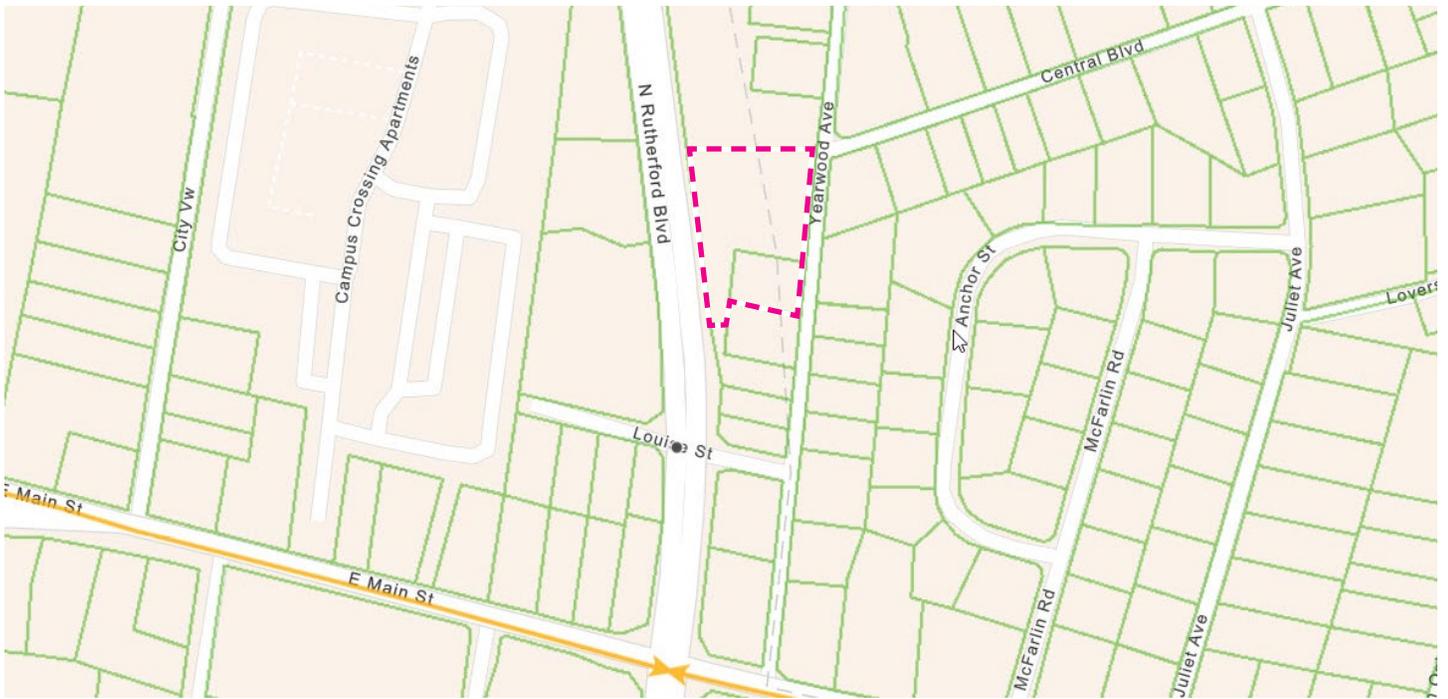


Site Boundary

Greenland Partners, LLC. respectfully requests annexation and rezoning of their properties at 213 and 219 Yearwood Avenue from Medium Density Residential (RM) in Rutherford County, and Single Family Residential District (RS-15) in the City of Murfreesboro to Planned Commercial District (PCD) City of Murfreesboro to create East Side Village. The western boundary of the property is defined by North Rutherford Boulevard, and the eastern boundary is defined by Yearwood Avenue. The southern boundary is three properties to the north of Louise Street. The northern boundary of the site closely aligns with the western terminus of Central Boulevard. The site is identified as Parcels 4.00 and 5.00 of Tax Map 103C Group A, and is approximately a total of 1.83 acres

The request is for annexation of approximately 1.15 acres between both parcels. Also this project is requesting approximately 1.15 acres to be rezoned from Medium Density Residential (RM) in Rutherford County, to Planned Commercial District (PCD) in the City of Murfreesboro. Additionally the project is requesting rezoning 0.68 acres from (RS-15) to (PCD).

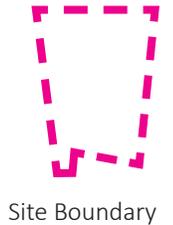
The request for rezoning to PCD is to create East Side Village. The development will consist of a single story retail/office building that is approximately 11,100 sf. in size. This development will include a drive through tenant space on the northern part of the building. The proposed site shall include open space, detention areas, and open space along the front of the building. The building facades shall be constructed primarily of brick, cast stone, or natural/synthetic stone. An example sheet of materials and characteristics can be found on Page 14 of this book. The North Rutherford Boulevard entrance will incorporate signage and shall be anchored by landscaping.



2040 MAJOR THOROUGHFARE PLAN

Not To Scale 

Recommended 3-Lane Improvement 



The property has/will have access to the existing public rights-of-way of North Rutherford Boulevard through a 3-lane entrance/exit. North Rutherford Boulevard is not slated or committed to improvements as per the 2040 Major Thoroughfare Plan. East Main Street at the North Rutherford Boulevard intersection to the south of the site is recommended to become a 3-lane roadway.

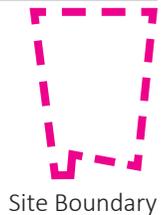
There is a potential future connection to Yearwood Avenue. The property owner would have to petition the county/city to allow the driveway connection to Yearwood Avenue. Should this driveway connection be granted by the county/city, a two-lane access drive would be built as outlined on the concept plan on page 13.



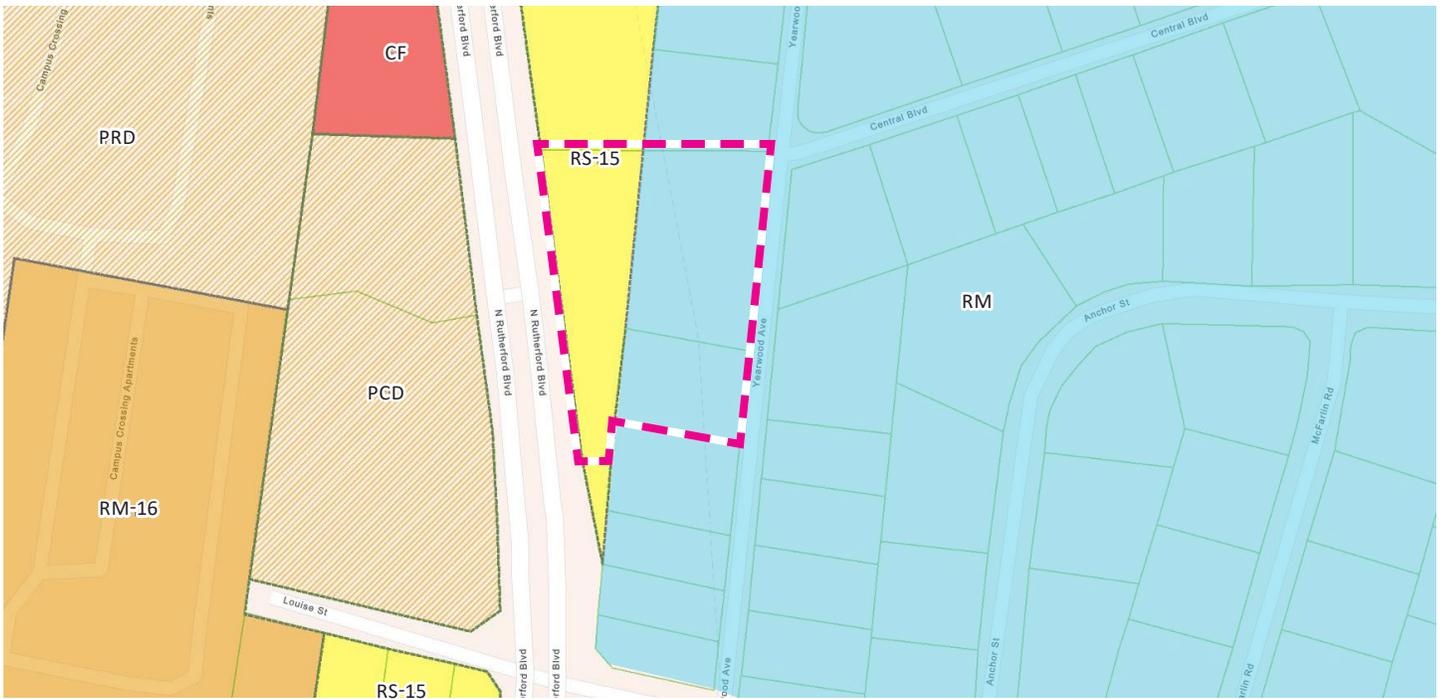
SUBDIVISION MAP

Not To Scale 

-  Campus Crossing Apartments
-  Yearwood Section
-  Steven Long Section
-  Yearwood Additions (Rutherford County)
-  Oakwood Heights (Rutherford County)
-  McFarlin (Rutherford County)



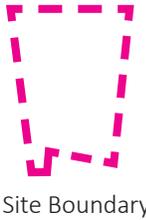
The property is surrounded by several existing subdivisions and commercial properties. A portion of the property is currently within the Yearwood Additions Subdivision. University Square shopping center and a Shell gas station are located to the west along the western side of North Rutherford Boulevard. Along the southeast corner of the site and the northern portion of the site is the remainder of the Yearwood Additions Subdivision. This residential area consists of single-family detached home with primarily vinyl siding. To the east of the site is the Oakwood Heights Subdivision, which consists of one to two story homes. These elevations of the homes consist primarily of vinyl, with some homes having masonry accents on the front elevations. Campus Crossing Apartments is located behind the shopping center to the west of the site. The apartment complex consists of primarily students attending MTSU. The main campus of MTSU is just to the northwest of the site along North Rutherford Boulevard.



ZONING MAP

Not To Scale 

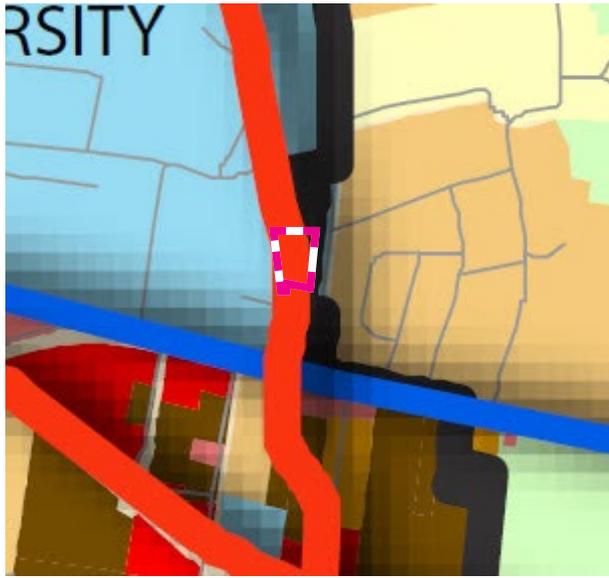
- RS-15 Residential Single-Family
- RM Medium Density Residential (Rutherford County)
- RM-16 Residential Multi-Family
- PCD Planned Commercial Development
- CF Commercial Fringe
- PRD Planned Residential Development



The areas surrounding the project consist of a mixture of zoning types and uses. The lands to the east of Yearwood Avenue, to the north and south are zoned Medium Density Residential (RM) in Rutherford County. West of the site across North Rutherford Boulevard is a Planned Commercial District (PCD) consisting of the University Square Shopping Center and a Shell Gas Station. The western portion of the southern and northern boundary of the project is zoned Residential Single-Family (RS-15) in the City of Murfreesboro.

2035 LAND USE PLAN

The 2035 Murfreesboro Land Use Plan recommends these parcels to be developed under Public/Institution (PI) Land Use. The recommendation of an institutional land use on these properties is solely based on their proximity to the MTSU campus. The proposed Planned Commercial District (PCD) land use for these parcels differs from what the Land Use Plan recommends, although the design of the Land Use Plan may have anticipated these lots to be part of a campus expansion. Since these properties are cut off from the main body of the campus by a major roadway, these properties might have been recommended for a different type of land use. The proposed PCD land use will still blend into the overall institutional land use by providing the campus vital commercial establishment to serve the students, their families, the faculty and staff of MTSU. This PCD recommends a mix of commercial retail and services ideal to serve college campus.





UTILITY MAP

Not To Scale 

-  WATER
-  SEWER
-  STORMWATER

 ELECTRIC



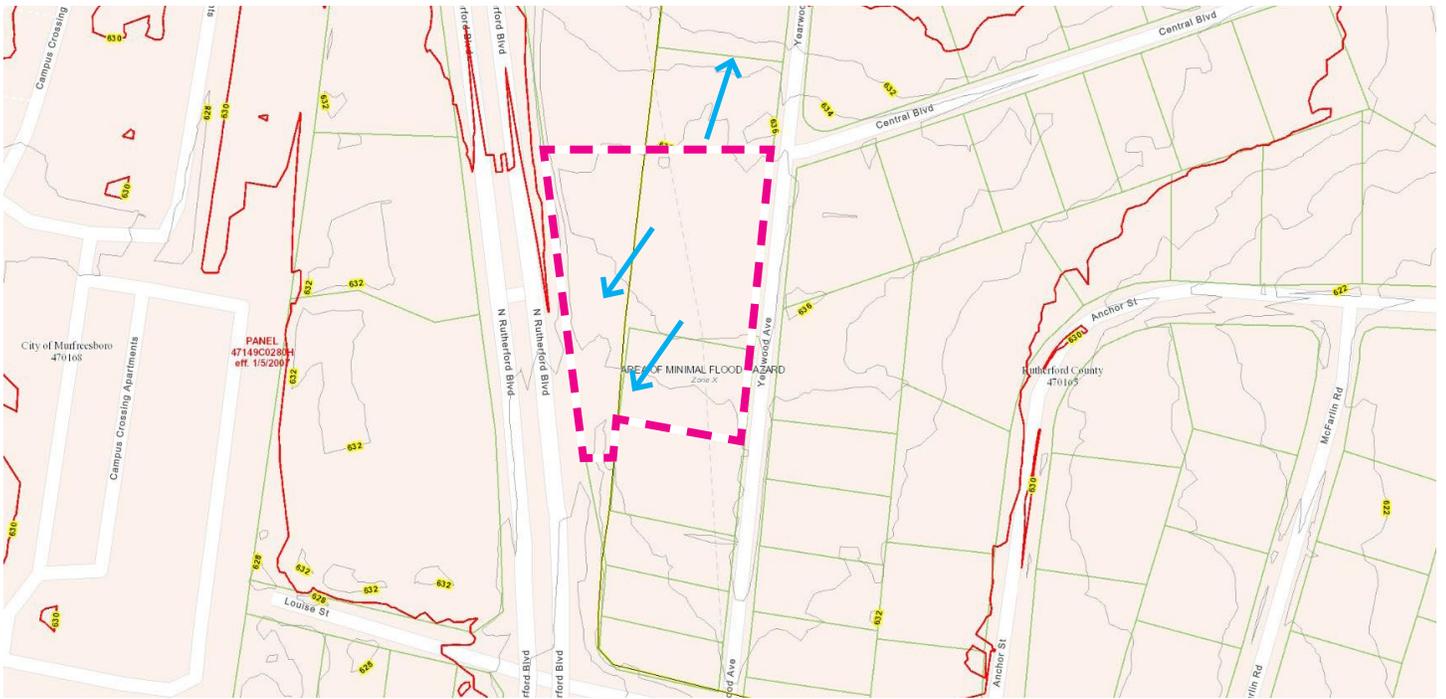
Water service will be provided by the Murfreesboro Water Resource Department. There is an existing 16 inch ductile iron water line along North Rutherford Boulevard with an existing 6” stub into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resource Department. Sanitary sewer service can connect to an existing 8” gravity sewer line within the R.O.W. of Louise Street. The developer will be responsible for extending the sewer service into the site.



Electric service will be provided by the Murfreesboro Electric Department. Service will be extended from North Rutherford Boulevard. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



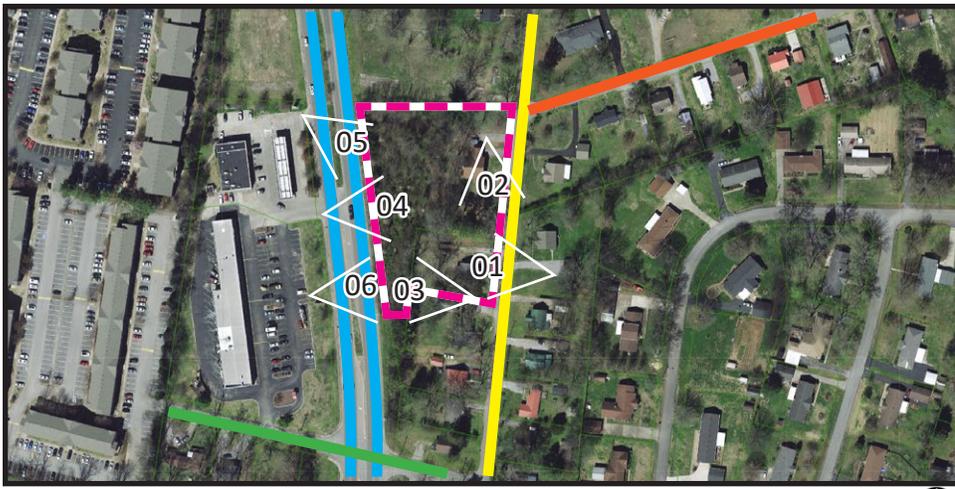
HYDROLOGY AND TOPOGRAPHY

Not To Scale 

-  WATER FLOW DIRECTION
-  INTERMEDIATE CONTOURS
-  INDEX CONTOURS



The topographic map above shows the site's topographic high point generally at the north east corner of the property. From this high point, the property drains towards the southwest where it collects into the curb and gutter system of North Rutherford Boulevard. No portion of the site is within a floodplain or floodway as per FEMA Flood Panel #47149C0280H eff. 1/5/2007.



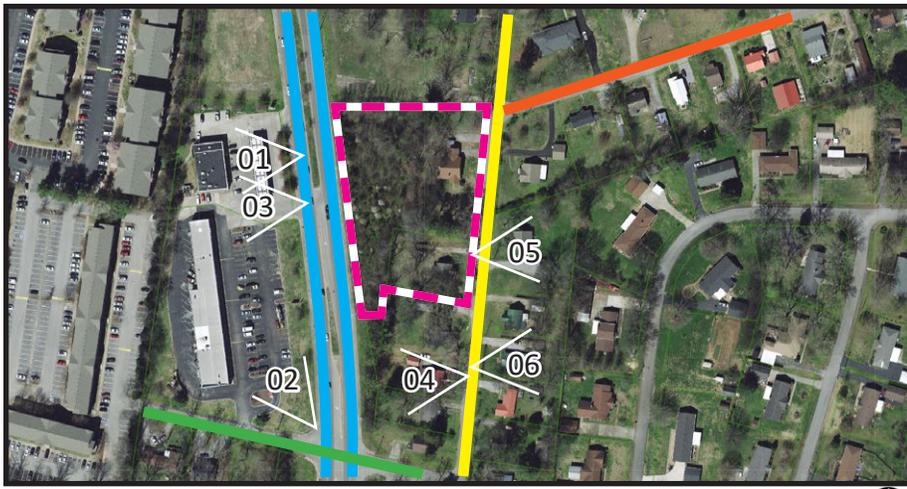
- North Rutherford Boulevard
- Central Boulevard
- Yearwood Avenue
- Louise Street



PHOTO DIRECTION MAP

Not To Scale





- North Rutherford Boulevard
- Central Boulevard
- Yearwood Avenue
- Louise Street

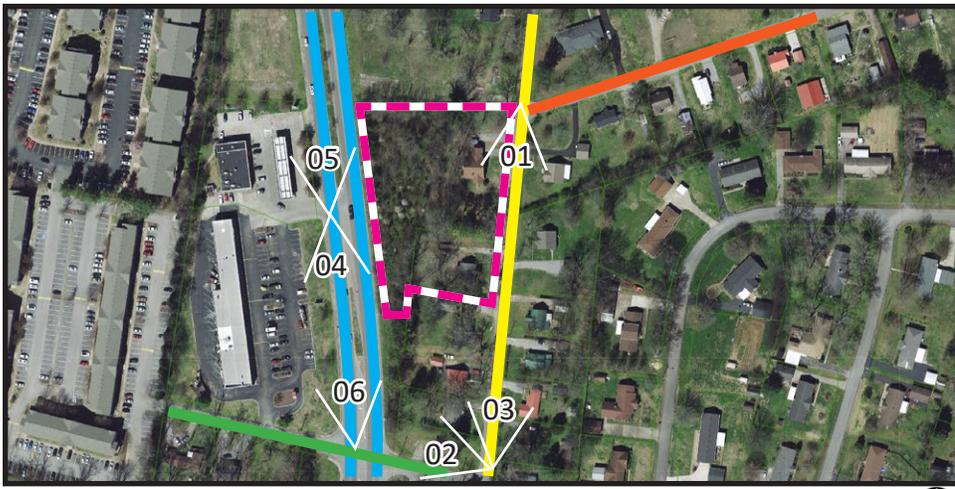


Site

PHOTO DIRECTION MAP

Not To Scale





- North Rutherford Boulevard
- Central Boulevard
- Yearwood Avenue
- Louise Street



PHOTO DIRECTION MAP

Not To Scale





Site Data:

Total Land Area:	±1.83 Acres
Total Open Space Required:	±0.37 Acres (20%)
Total Open Space Provided:	±0.75 Acres (41%)
Usable Open Space:	±0.62 Acres (34%)
Stormwater (Detention) :	±0.13 Acres (7%)
Formal Open Space Required:	±0.05 Acres (3%)
Formal Open Space Provided:	±0.06 Acres (3%)

Parking Requirements:

Zoning Requirement: 1 space per 225 SF of F.A.

Parking Required (11,100 sf / 225 sf):	49 Spaces
Parking Provided:	54 Spaces (+5)
Handicap Parking Provided:	3 Spaces
Total Parking Provided:	57 Spaces (+8)

Drive-thru Tenant:	
Queuing Spaces Required:	10 Spaces
Queuing Spaces Provided:	10 Spaces

- Detention Pond
- Proposed Building
- Open Space
- Roads
- Sidewalks

*Vegetation depicted on the conceptual site plans is strictly conceptual and do not delineate a location or quantity.



SCALE 1" = 50'



Architectural Characteristics:

The building architecture has been designed to be functional for the intended uses, while maintaining a neighborhood commercial character to blend with surrounding residential and public/institutional developments.

Building Standards:

- Building heights shall not exceed 35 feet in height
- Parapet roof construction
- Buildings will have a well defined architectural base by use of different materials, colors or change in pattern or a combination of these techniques.
- The main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, changes in materials, changes in colors, and/or changes in building planes.
- Masonry materials (brick, stone, and cementitious siding) will be the primary building material.

Minimum Building Setbacks Internal to the Site:

North Rutherford Boulevard: 42-feet
 Yearwood Avenue: 42-feet
 Side: 10 feet

Building Elevation Materials:

Primary

- Brick or painted brick
- Stone or cast stone
- Cement fiber board siding

Secondary/Accent

- E.I.F.S.
- Integrally Colored Split Face Block (secondary material used in very limited amounts as accents)
- Textured metal (decorative material used in very limited amounts as accents)
- Metal in trim areas
- Final building design and architectural elevation materials/colors will be reviewed at the time of a site plan submittal by Murfreesboro planning staff and approved by the Planning Commission.

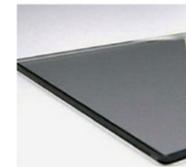
Primary Elevation Materials



Example of Brick (different colors, cuts, patterns will be allowed)



Example of Brick (different colors and patterns will be allowed)

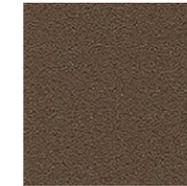


Example of Glass Material (Smoked) (different colors and patterns will be allowed)

Secondary & Accent Elevation Materials



Example of the Metal Accent (different colors and patterns will be allowed)



Example of E.I.F.S. (different colors, patterns will be allowed)



Example of Shepherd Hook Lighting Fixtures (different colors and styles will be allowed)

Building Materials Minimums:

Front Elevation (Facing North Rutherford Blvd): Masonry Materials (i.e. Brick, Stone, E.I.F.S.)
 Front Elevation (Facing Yearwood Avenue): Masonry Materials (i.e. Brick, Stone, E.I.F.S.)
 Side Elevations (Facing Adjacent Properties): Masonry Materials (i.e. Brick, Stone, E.I.F.S.)



(Final building design and architectural elevation materials/colors will be reviewed at the time of a site plan submittal by Murfreesboro planning staff and approved by the Planning Commission.)

While the immediate end users for the East Side Village are unknown at this time, the allowable uses for this development are outlined on Page 16. The allowable uses are based on the allowable uses listed under Commercial Fringe (CF) Zoning in the current zoning ordinance. Therefore, additional standards for those anticipated uses have been outlined here below. The proposed sites will provide for adequate parking, circulation, solid waste management, stormwater management and landscaping.

Development Standards:

- Building heights shall not exceed 35 feet in height.
- All parking will be located at least 10 feet from property line along North Rutherford Boulevard and 15’ from the sides and rear of the property.
- The tenant space on the north end of the building will have a drive-thru window for uses such as restaurants, financial institutions, dry cleaners, etc.
- All parking areas to be screened from public right-of-way by landscaping and/or berms.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8-feet tall, with opaque gates, and shall be screened with landscaping. Solid waste collection service shall be provided by a private hauler.
- The building shall have a well defined architectural base by use of different materials, colors or change in pattern or a combination of these techniques. The base of the building shall be accented with landscaping.
- The building shall have a pedestrian connection to North Rutherford Boulevard.
- Monument signage shall be placed at the North Rutherford Boulevard.
- Monument signage shall have materials consistent with the building architecture, and be accented with landscaping. Signage lighting will be exterior or push-thru style illumination.
- Building signage shall follow standards outlined in the City of Murfreesboro sign ordinance.
- All mechanical equipment located on the ground (i.e. hvac and transformers) to be screened with landscape or fencing.
- If mechanical equipment is located on the roof, then they shall be screened from view.
- All on-site utilities will be underground.
- On-site lighting will comply with City of Murfreesboro standards to prevent light pollution and provide safety for patrons and employees.
- Parking will comply with the City of Murfreesboro Zoning Ordinance.
- All parking will have curbing.
- Buildings shall have a minimum of 3’ of foundation planting, except where access for drive-through windows are needed.
- Buildings shall have decorative lighting along the front of the building. The decorative lighting can be either attached to the face of the building or be pedestrian scale lighting along the sidewalks leading to the retail spaces.



Example of Possible Entrance Sign



Example of Solid Waste Enclosure



Example of Light Pole

Allowable Uses:

While the exact uses for East Side Village are unknown at this time, the allowable uses for this development are outlined below. The list of allowable uses is based on the allowable uses listed under Commercial Fringe (CF) Zoning in the current zoning ordinance. The allowable uses listed under the Commercial Fringe (CF) district, are intended to allow low impact commercial uses in relative close proximity to residential developments to provide commercial and retail uses and personal services for a relatively small area.

INSTITUTIONS
Church ¹³
Day-Care Center
Nursery School
Park
Philanthropic Institution
Public Building ¹³
COMMERCIAL
Amusements, Commercial Indoor
Animal Grooming Facility
Antique Mall
Antique Shop <3,000 sq. ft.
Apothecaries (pharmaceuticals only)
Art or Photo Studio or Gallery
Bakery, Retail
Bank, Branch Office
Bank, Drive-Up Electronic Teller
Barber or Beauty Shop
Beer, Packaged
Book or Card Shop
Business School
Business and Communication Service
Catering Establishment
Clothing Store
Coffee, Food, or Beverage Kiosk
Commercial Center
Convenience Sales and Service, maximum 5,000 sq. ft. floor area
Delicatessen
Discount Store
Dry Cleaning Pick-Up Station
Financial Service
Flower or Plant Store
Gas Station
Glass--Stained and Leaded
Group Assembly, <250 persons

Health Club
Interior Decorator
Janitorial Service
Karate, Instruction
Keys, Locksmith
Liquor Store
Medical Offices
Music or Dancing Academy
Offices
Optical Dispensaries
Personal Service Establishment
Pet Shops
Pharmacies
Photo Finishing
Photo Finishing Pick-Up Station
Reducing and Weight Control Service
Restaurant and Carry-Out Restaurant
Restaurant, Specialty
Restaurant, Specialty -Limited
Retail Shop, other than enumerated
Specialty Shop
Urgent Care
Veterinary Office
Veterinary Clinic
Video Rental
TRANSPORTATION AND PUBLIC UTILITIES
Post Office or Postal Facility
Telephone or Communication Services



Figure 16.1

Pursuant to the City of Murfreesboro’s 2040 Major Thoroughfare Plan (MTP), none of the roadways around this development are slated for improvements. North Rutherford Boulevard is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 4-lane divided median cross-section with curb and gutter, along with sidewalks on both sides of the roadway. North Rutherford Boulevard will be improved to include a dedicated left turn lane in the median into the development.

Figures 16.1 and 16.2 shows proposed entrance into the site that will include three travel lanes for proper circulation into and out of the development onto North Rutherford Boulevard. There will be a dedicated left turn lane out of the development, as well as single lane for traffic entering the development. The other exit lane will be for right hand turns onto North Rutherford Boulevard as well as straight maneuvers to cross the roadway to the existing development on the west side of North Rutherford Boulevard. Figures 16.1 and 16.2 depict additional stubs for possible future connections to adjacent properties.

Figure 16.3 illustrates a possible future secondary ingress/egress access to Yearwood Avenue, should the property ever be granted access to Yearwood Avenue by the county and/or the city.



Figure 16.2

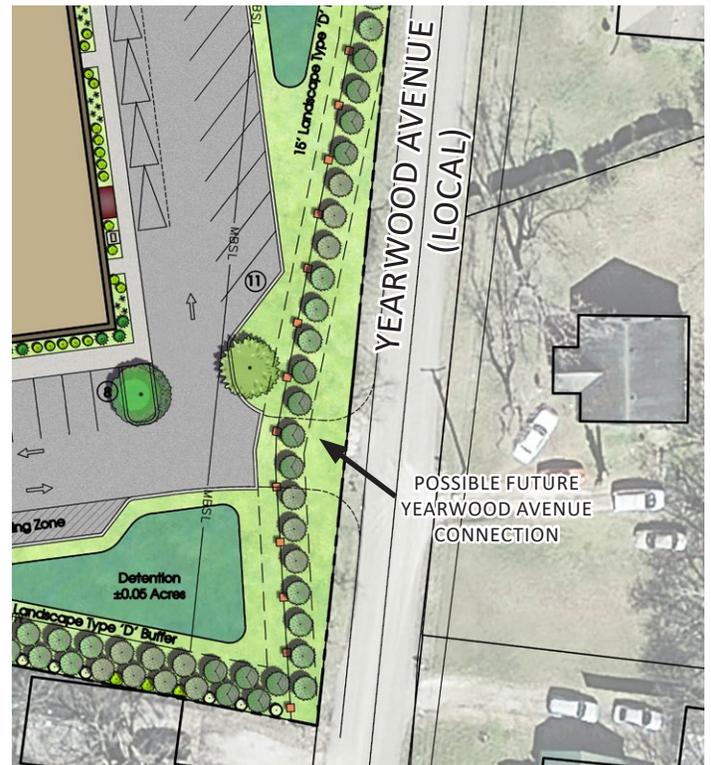
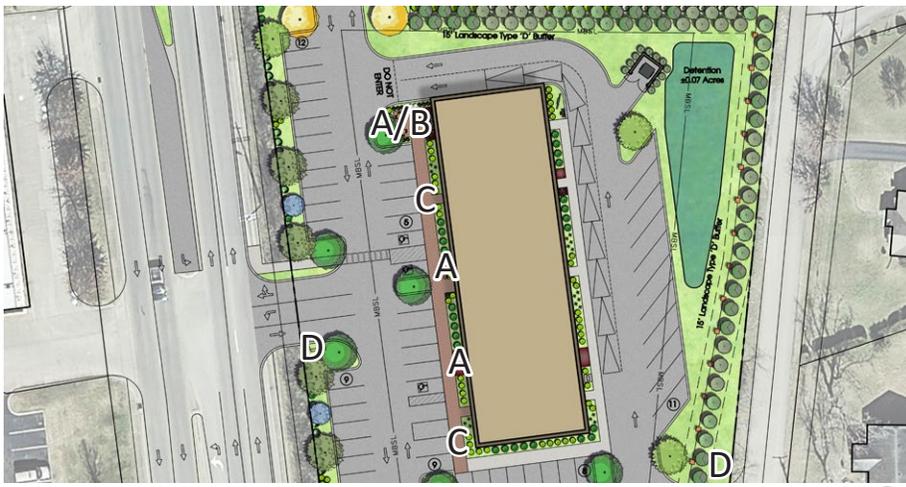


Figure 16.3



- A Outdoor Seating
- B Outdoor Tables
- C Open Space Hardscape
- D Entry Signage

LOCATION MAP - AMENITIES

Not To Scale 

With this request, East Side Village will be dedicating 0.75 acres (over 40% of the site) to open space. The open space areas will be comprised of grass areas around the site, detention areas, and the formal open space along the front of the building. The formal open space along the front of the building could include elements such as; benches, trash cans, outdoor tables, and aesthetic plantings. Those items listed would be based on the types of tenants that occupy the building. Sidewalks along the front of the building shall have upgraded pavement materials to better define the shopping of the site. Such hardscape materials could include; decorative concrete, pavers, or concrete tiles that must be ADA accessible. The North Rutherford Boulevard entrance area shall incorporate a masonry sign, that will be anchored with landscaping. This signage will incorporate masonry materials consistent with the building’s architecture, and will be anchored with landscaping.



Example of Seating Bench



Example of Trash Can



Example of Bollard Light



Example of Paver

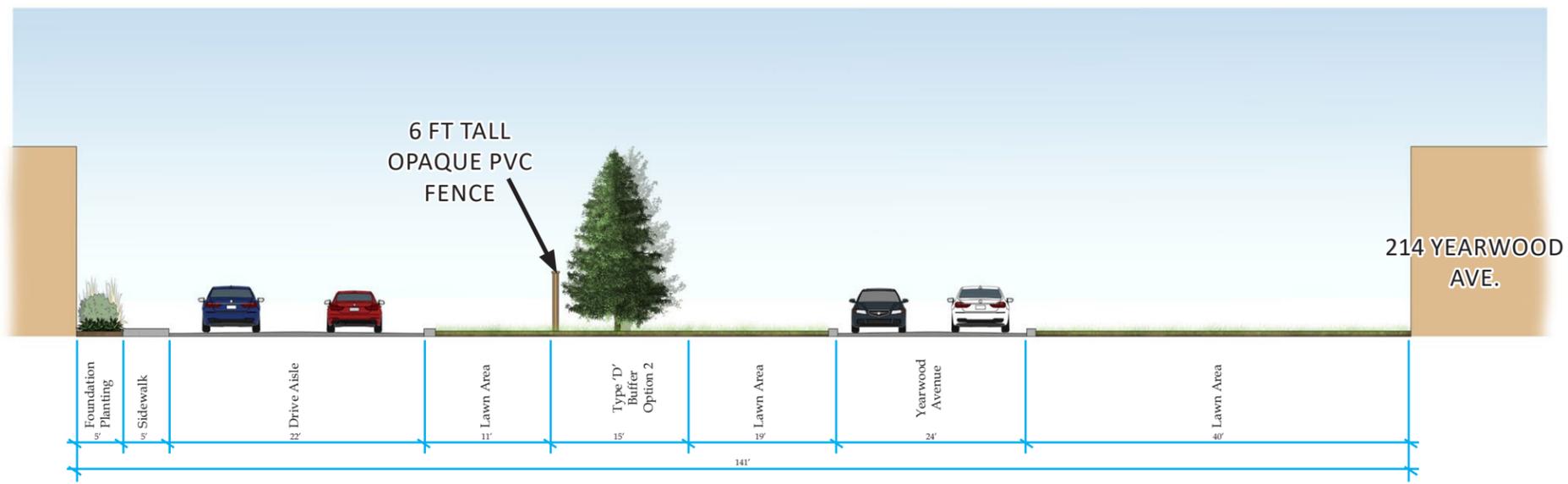


Example of Decorative Scored Concrete

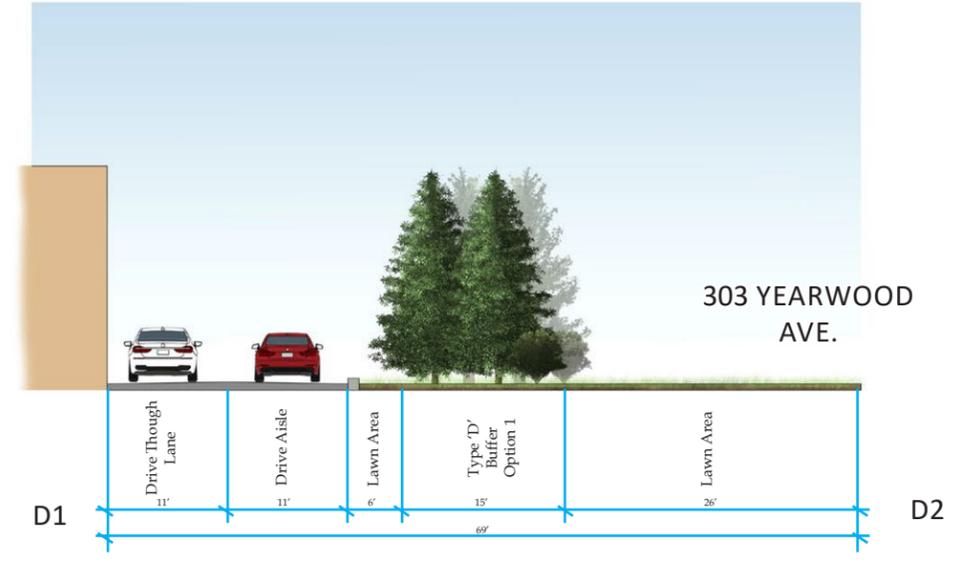
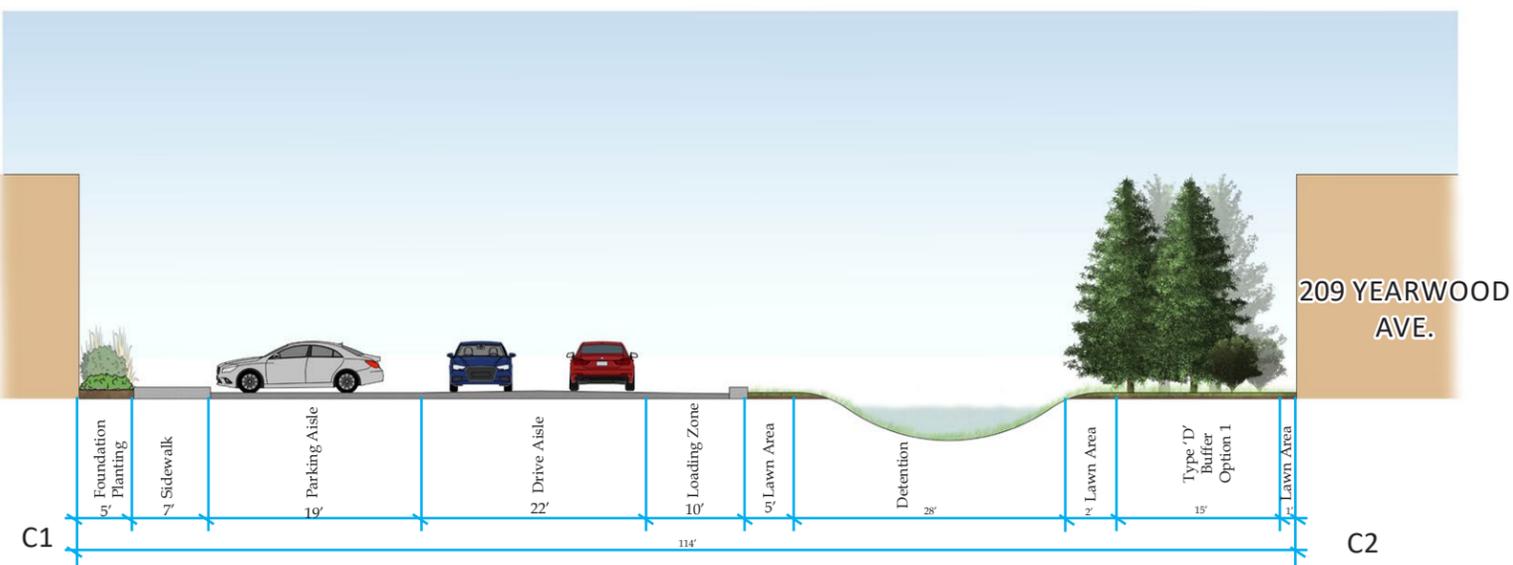
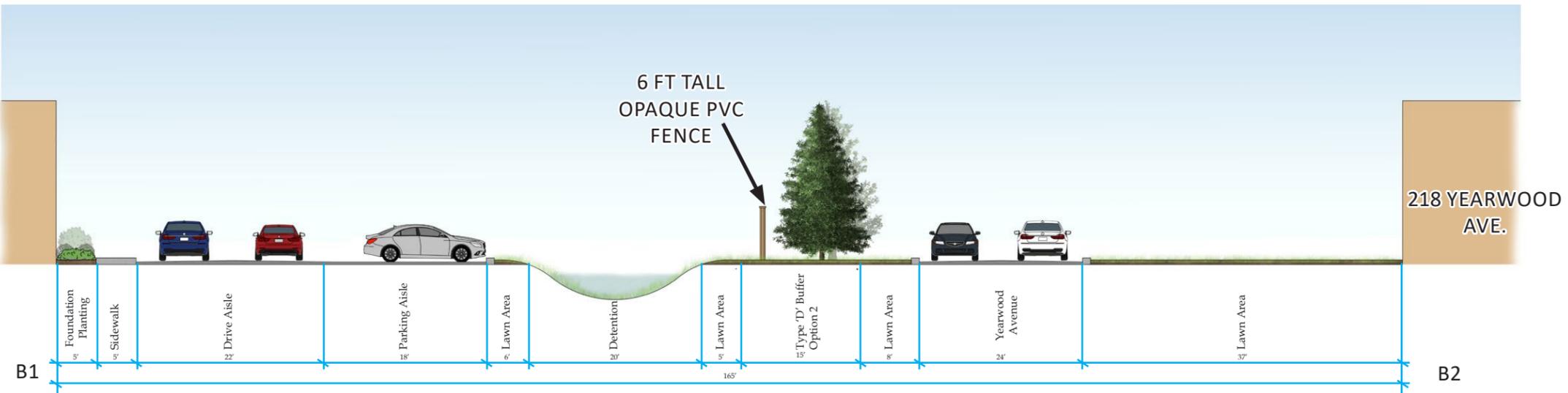


*Vegetation depicted on the conceptual site plans is strictly conceptual and do not delineate a location or quantity.





EXAMPLE OF 6' TALL OPAQUE PRIVACY FENCE





— Type 'D' Buffer Option 1

— Type 'D' Buffer Option 2
(6' Tall Opaque Privacy Fence)



not to scale

LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / 'Emer II' Alle Elm
- (B) *Zelkova serrata* 'Green Vase' / Sawleaf Zelkova
- (C) *Buxus* x 'Green Mountain' / Boxwood
- (D) *Prunus laurocerasus* 'Otto Luyken' / Luykens Laurel
- (E) *Lagerstroemia indica* 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) *Miscanthus sinensis* 'Adagio' / Adagio Eulalia Grass
- (G) *Liriope spicata* 'Silver Dragon' / Creeping Lily Turf
- (H) *Setcreasea pallida* 'Purple Heart' / Purple Heart Setcreasea
- (I) *Iberis sempervirens* 'Little Gem' / Little Gem Candytuft
- (J) *Liriope muscari* 'Variegata' / Variegated Lily Turf
- (K) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii* x *plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schip-kaensis' / Schipka Laurel

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER



(G)



(H)



(I)



(J)

LANDSCAPE BUFFER: EVERGREEN TREES



(K)



(L)



(M)

LANDSCAPE BUFFER: EVERGREEN TREES AND SHRUBS



(N)



(O)

The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided on this and the previous page.

Landscaping Characteristics:

- A minimum 10 feet of landscape area between parking and North Rutherford Boulevard. The site provides a minimum of 15 feet along Yearwood Avenue and side property boundaries. Public rights-of-way shall be screened from parking by use of landscaping and/or berming.
- A Type 'D' Option 2 Landscape Buffer with a 6' tall opaque PVC privacy fence, and a single row of 6 ft tall evergreen trees planted 10 ft on center shall be installed along the Yearwood Avenue frontage buffer.
- A Type 'D' Option 1 Landscape Buffer shall be installed on the northern and southern boundaries of the property lines, from the Yearwood Frontage to the front edge of building facing North Rutherford Boulevard. This buffer shall be 15 feet wide with a double staggered row of evergreen trees planted 10 ft on center to provide screening for the adjacent properties and their residents. All evergreen trees will be a minimum of 6 feet tall at the time of planting. In addition to the evergreen trees, a single row of evergreen shrubs will fill the gaps between the evergreen trees during the first few years of the buffer until the trees mature and fill in the buffer. The evergreen shrubs will be a minimum 3 feet tall at the time of planting and are not required in the option 2 buffer.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of buildings will have at least 3-foot wide landscape strip.
- Sides of buildings with drive through windows shall be exempt from the 3-foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro Landscape Ordinance.
- Detention ponds shall be screened from external lots and rights-of-ways only.
- Landscape and lawn areas shall be irrigated. Detention ponds do not require irrigation.

This page is intentionally left blank

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 4-8 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 Page 4 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 location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Pages 13-15 lists standards and exhibits showing the concept plan which shows each of these items.

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Pages 13-15 lists standards and exhibits showing the concept plan which shows each of these items.

6.) 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.

(BB): The order in which the phases of the project will be built.

(CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage

(DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in one phase. Development is anticipated to begin within 180 days of rezoning approval.

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 RS-15 and RM. The surrounding area has a mixture of residential and commercial properties, and public/institutional uses. The concept plan and development standards combined with the architectural requirements of the building shown within this booklet, complement the type of developments in the surrounding area and are envisioned to complete the development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

SETBACKS	CF	PCD	DIFFERENCE
Front Setback-N. Rutherford	42.0'	42.0'	0.0'
Front Setback-Yearwood Ave.	42.0'	42.0'	0.0'
Side Setback	10.0'	15.0'	+5.0'
Maximum Building Height	45.0'	35.0'	-10.0'

Response: No exceptions are requested at this time.

9.) 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 PCD.

Response: This requirement has been addressed in the chart below.

TOTAL SITE AREA	77,963 s.f.
TOTAL MAXIMUM FLOOR AREA	11,100 s.f.
TOTAL LOT AREA	77,963 s.f.
TOTAL BUILDING AREA FOR COM-MERCIAL	11,100 s.f.
TOTAL DRIVE/ PARKING AREA	31,004 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	46,959 s.f.
TOTAL OPEN SPACE	34,352 s.f.
FLOOR AREA RATIO (F.A.R.)	0.14
LIVABILITY SPACE RATIO (L.S.R.)	0.46
OPEN SPACE RATIO (O.S.R.)	0.86

10.) 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 47149C0280H Eff. 01/05/2007.

11.) 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 & 16 discusses the Major Thoroughfare Plan.

12.) 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. The developer/ applicant is Greenland Partners, LLC. Contact info for both is provided on Page 2.

13.) 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 14 shows the architectural character of the proposed buildings and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. 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 15 and 17. The sign shall not exceed 8' in height and will have a maximum 40 sqft of sign area as defined by the Murfreesboro sign ordinance.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

6:00 P.M.

CITY HALL

Members Present

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Eddie Smotherman
Ronnie Martin
Warren Russell
Chase Salas
Jennifer Garland

Staff Present

Matthew Blomeley, Acting Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Of Dev. Services
Jim Luebbering, Project Engineer

Chair Kathy Jones called the meeting to order after determining there was a quorum.

New Business

Mandatory Referral/Right-of-way abandonment [2019-726] to consider the abandonment of a small portion of Williams Drive right-of-way, Volunteer Behavior Health applicant. Ms.

Ms. Margaret Ann Green summarized the mandatory referral/right-of-way abandonment from the staff report, which had been provided to the Planning Commission in the agenda packet. Ms. Green made known before final approval the applicant would be required to address the following:

- The applicant must provide the City Legal Department any necessary documentation to prepare the quitclaim deed and for recording the quitclaim deed.
- A plat depicting the abandonment and relocation of the subject property must be recorded.
- Utility easements must be dedicated, as needed, to accommodate any existing utilities, including water and sewer mains.

Mr. Matt Taylor was in attendance to represent the applicant.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

Mr. Ronnie Martin made known that, due to the limited sewer access, the plan of services calls for each individual tenant to be required to have “will-serve letters” from the Water Resources Department. Vice-Chairman Ken Halliburton asked if the applicant was aware of this requirement. Mr. Rob Molchan and Mr. Michael Hazlett were in attendance for the meeting and made known that they were aware of the will-serve letters. Mr. Molchan explained they had been in meetings with Water Resources over the past year and studies had been completed to make known the current capacity levels in this area. The applicant is proposing a small retail center which would only allow low sewer capacity to the potential users.

Mr. Eddie Smotherman made a motion to approve the annexation request, seconded by Vice-Chairman Ken Halliburton. The motion carried by a vote of 6-1 (Mr. Chase Salas voted no).

Zoning application [2019-442] for approximately 0.68 acres located along Yearwood Avenue and North Rutherford Boulevard to be rezoned from RS-15 to PCD (East Side Village PCD) and approximately 1.15 acres to be zoned PCD simultaneous with annexation, Greenland Partners, LLC applicant. Ms. Amelia Kerr summarized the zoning request from the staff report,

which had been provided to the Planning Commission in the agenda packet. She made known the Murfreesboro 2035 Comprehensive Plan recommends the best use for the property be Public/Institutional. However, MTSU does not have ownership or control of the property, therefore, it may not be feasible to develop in the manner recommended by the comprehensive plan. Ms. Kerr stated that the Planning Commission would need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.

Mr. Rob Molchan and Mr. Michael Hazlett were in attendance for the meeting. Mr. Molchan came forward to begin a PowerPoint presentation from the applicant’s pattern book. He also provided the following:

- The zoning change would allow commercial services which would benefit the area residents, MTSU students, faculty, and staff.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

- The north end of the building would include a drive-thru window.
- The tenants would be low-sewer capacity users.
- This site would provide an access point along North Rutherford Boulevard at an existing 3-way intersection.
- They would provide a left-turn lane off of Rutherford Boulevard into this site.
- They are proposing access at the back of property onto Yearwood Avenue.
- Due to Rutherford County Road Board denying access onto Yearwood Avenue their intent is to formally petition Rutherford County for a driveway onto Yearwood Avenue.
- Included with this proposal would be outdoor patio areas with tables and chairs for the patrons to enjoy. In addition, they would provide brick pavers for the formal open space.

Vice-Chairman Ken Halliburton wanted information regarding an ordering kiosk for the proposed drive-thru. Mr. Molchan explained the tenant for the drive-thru would make arrangements for the ordering kiosk to be located at the back of the building. Chair Jones requested for the applicant's pattern book to be revised to make known the elevation and colors that had been presented in the PowerPoint presentation. Mr. Molchan stated he would update and provide the revisions. Mr. Warren Russell made known his concerns regarding the back of the building being viewed by the residents along Yearwood Avenue. Mr. Molchan explained the landscaping would grow and eventually screen the backside of the building.

Chair Kathy Jones opened the public hearing.

1. **Ms. Susan Woolsey, 1602 N. Highland Avenue** – opposes the zoning request. She made known 218 Yearwood Avenue is her family home and her dad currently lives there. She has concerns with the proposed buffer not being adequate for the existing older neighborhood. She requested for a high fence be placed with no access onto Yearwood Avenue.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

2. **Mr. Kenneth Haynes, 214 Yearwood Ave.** – opposes the zoning request. He made known the proposed buffer would not be adequate. He requested for a structural wall be provided to block headlights, sound, traffic, etc.
3. **Ms. Judy Hughes, 2416 Central Boulevard** – opposes the zoning request. This proposal takes away their lifestyle, security, and serenity of their neighborhood.
4. **Mr. Mike Hughes, Rutherford County Engineer** – opposes the zoning request. He made known Yearwood Avenue is a County road containing only forty feet of right-of-way. He requested for the following:
 - A solid wall with landscaping be added onto this site to prevent any headlights spilling over onto the residents.
 - The order kiosks would have a “squawk box” with speakers. He requested for the squawk box to be relocated or a wall be added to block any noise.
 - Rutherford County Road Board feels it is a bad idea to have access points onto Yearwood Avenue. They do not want to impact the County subdivision with additional commercial traffic.
 - Rutherford County Road Board had denied annexation to Yearwood Avenue and denied driveway access connection onto Yearwood.
5. **Ms. Melanie Haynes, 214 Yearwood Avenue** – opposes the zoning request. She requested for a structural wall be added to contain sound, headlights, etc.
6. **Mr. Robert Womack, 2410 Central Boulevard** – opposes the zoning request. This is an older, quiet neighborhood. He requested no access from this site be permitted onto Yearwood Avenue.
7. **Mr. Robert Peay, Rutherford County Commissioner** – opposes the zoning request. He has concerns regarding the light pollution, noise pollution, etc. He wanted to know if the applicant had any discussions with M.T.S.U. regarding this property.

Chair Kathy Jones closed the public hearing.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

Mr. Rob Molchan came forward making known they would make a commitment to a 6-foot-tall decorative PVC fence with a Type D landscape buffer along Yearwood Avenue side. However, along the north and south side would be only a buffer. Mr. Blomeley explained that it would be at the discretion of the Planning Commission to allow the applicant to use a standard option for a Type D buffer from the Zoning Ordinance, to allow the alternative cross-section from the Zoning Ordinance that allows a fence to substitute for some of the required plantings, or to require the fence in addition to the standard Type D buffer.

Vice-Chairman Ken Halliburton commented on the access to Yearwood Avenue being denied by Rutherford County Road Board. The applicant would like to have the access on their plans for future access where the fence and landscaping would be installed. Mr. Blomeley stated the Road Board has denied access; however, it was not in response to a formal application for access. The applicant is preparing to submit a formal request to the Rutherford County Highway Department for access to Yearwood Avenue as part of this plan. If that request is denied, it would become clear. City staff feels it is important for this site to have access and connectivity to Yearwood Avenue. In the future, Rutherford County may agree for this site to have access onto Yearwood Avenue. Staff has requested for a stub street be added to the property line and not to the roadway. Barricades can be placed at a stub street until a connection can be made. This could be used as a pedestrian connection for area residents who may want to visit the commercial property.

The Planning Commission began discussing the property with the current conditions and the possibility regarding future growth and connectivity from the north and south properties. Mr. Eddie Smotherman requested for a vinyl-coated chain link fence be added to the north and south property lines. The area residents have made known they do not want this development in their neighborhood and the County making known they do not want traffic on a County road due to safety concerns. Ms. Jennifer Garland stated she did not want a chain link fence. Mr. Ronnie Martin commented on how there were several streets in this area that have been annexed into the

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

City limits. In addition, there are several properties along Yearwood Avenue which are more rental properties than owner-occupied properties. There is the possibility for investors who may want to redevelop these properties over time. What is being discussed today is not a big issue; however, with the possibility of the redevelopment of the property to the south there then is a bigger issue for access and connectivity toward the existing street networks. There are many connection points outside of Yearwood Avenue.

Lastly, Mr. Molchan explained that, due to the sewer allocation, any redevelopment in this area would have to be a low-end user to utilize the sewer capacity. M.T.S.U. had looked at a large project in this area but it had failed due to there not being enough sewer capacity for properties that face Rutherford Boulevard. Regarding the chain link fence, his client agrees to place a fence on the north and south properties until development occurs on these properties. And, his client agrees to placing a 6-foot PVC fence with one row of landscaping outside of the fence for this proposal. The Planning Commission agreed the landscaping buffer should be part of the request not a condition. Ms. Jennifer Garland stated she is not in favor of a chain link fence being placed on the north and south properties. Mr. Rob Molchan stated his client agrees to add a PVC fence along the north property and a chain link fence on the south property line. For this property, they would place a fence and landscape buffer along their property line at Yearwood Avenue and would remove these items if ever an access drive/stub street is approved for Yearwood Avenue. Mr. Chase Salas asked if an access drive could be added to the applicant's property to the south. Mr. Molchan explained they did not have any plans for development at this time for the property to the south; however, if development occurs on this property, their intent is to include connections to the adjoining properties. Mr. Ronnie Martin expressed his concerns with fencing being placed that would prohibit residents being able to walk to a nearby commercial location. Mr. Molchan commented this proposal is an opportunity for a pedestrian connection for the area residents to utilize a commercial site in their neighborhood.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

Mr. Ronnie Martin made a motion to approve subject to the following:

- This proposed site should include a Type D buffer, including a six-foot-tall PVC fence, along Yearwood Avenue.
- This proposal should include a Type D buffer with a double row of evergreens along the northern and southern portion Yearwood Avenue.
- Provide a driveway stub for a possible future connectivity onto Yearwood Avenue.
- The PVC fence and landscape buffer would be placed across the stub connection. The fence and landscaping can be removed at the stub street for future access onto Yearwood Avenue if access is permitted.

The motion was seconded by Ms. Jennifer Garland. The motion carried by a vote of 5-2 (Mr. Eddie Smotherman and Mr. Chase Salas voted no.)

Staff Reports and Other Business

Mr. Matthew Blomeley reminded the Planning Commission that there would be a webinar on Friday, December 6, 2019. The webinar would be an hour and half long which would go towards the continuing education hours for those who need to complete their yearly hours.

There being no further business the meeting adjourned at 8:20 p.m.

Chairman

Secretary

MB: cj

ORDINANCE 19-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 rezone approximately 0.68 acres located along Yearwood Avenue and North Rutherford Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Commercial Development (PCD) District (East Size Village PCD) and to zone approximately 1.15 acres located along Yearwood Avenue and North Rutherford Boulevard to Planned Commercial Development (PCD) District simultaneous with annexation; Greenland Partners, LLC, applicant [2019-442].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map be zoned and approved as Planned Commercial Development (PCD) 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 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:

Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

Adam F. Tucker
City Attorney

SEAL



Ordinance 19-OZ-51



CU

Area rezoned from RS-15 to PCD

Area zoned PCD simultaneous with Annexation

City Boundary

GREEK ROW
N RUTHERFORD BLVD

ALUMNI DR

N RUTHERFORD BLVD

YEARWOOD AVE

CENTRAL BLVD

ANGHOR ST

MGFARLIN RD

JULIET AVE

LOUISE ST

E MAIN ST

PRD

CF

PCD

RM-16

RS-15

CL

RS-10

CH

COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Rezoning property along Franklin Road
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Rezone approximately 2.41 acres located along the south side of Franklin Road.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the rezoning.

Background Information

Tire World, Inc. presented a zoning application [2019-439] for approximately 2.41 acres located along the south side of Franklin Road to be rezoned from CF (Commercial Fringe District) to PCD (Planned Commercial District). During its regular meeting on December 4, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of a tire shop and a small corporate office building, generating sales tax revenues for the City.

Attachments:

1. Ordinance 19-OZ-49
2. Maps of the area
3. Planning Commission staff comments from 12/4/19 meeting
4. Planning Commission minutes from 12/4/19 meeting
5. Tire World PCD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 4, 2019**

PROJECT PLANNER: MARINA RUSH

- 3.b. Zoning application [2019-443] for approximately 2.41 acres located along Franklin Road west of Rucker Lane to be rezoned from CF to PCD (Tire World PCD), Tire World, Inc. applicant.**

The subject property is located along the south side of Franklin Road (Highway 96) and west of Rucker Lane. It is 2.41 acres and can be identified as Tax Map 93, Parcel 68.01. The applicant, Randy Lopez of Tire World, Inc., is requesting to rezone the property from Commercial Fringe (CF) to Planned Commercial District (PCD) to allow for development of two buildings for a Tire World tire store and corporate office.

Adjacent Land Use and Zoning

The adjacent zoning to the east is CF, to the west and south is RS-15 (Single Family Residential) and RM (Rutherford County - medium density residential), and to the north is RS-15. Surrounding development is primarily commercial to the east, including the new Toot's restaurant, River Oaks Community Church to the west and south, cluster of duplexes to the west, and vacant and agricultural land to the north.

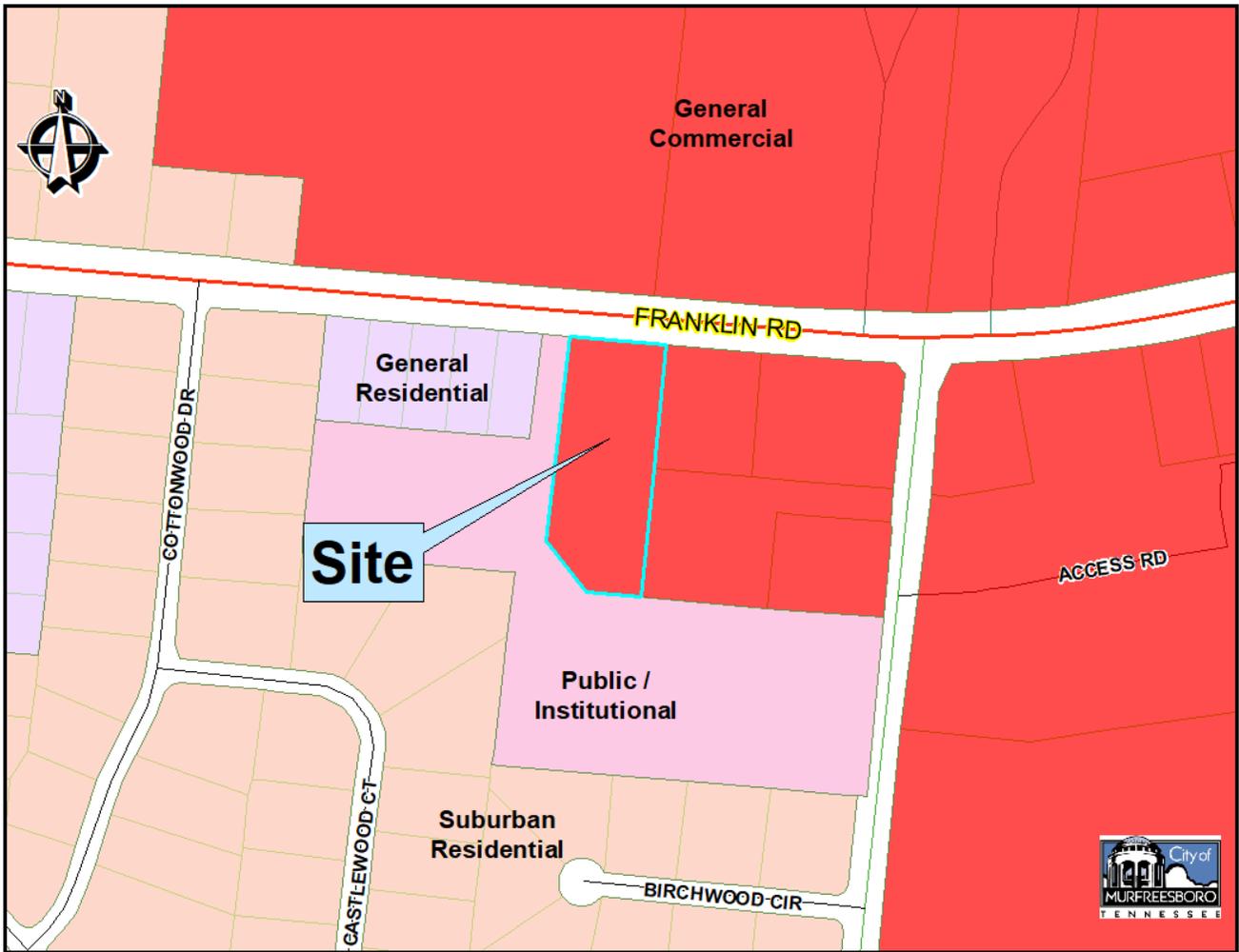
Tire World PCD:

Tire World, Inc. proposes to develop their corporate headquarters and a Tire World store with tire service on the 2.41 acres. Both buildings will be 1-story and comprised primarily of brick, and metal accents and EIFS as secondary materials. The site plan depicts stubs for future access to the adjacent properties to the west and east. In addition, a Type "D" landscape buffer is depicted along the west and south property lines. The applicant is not requesting any exceptions to zoning standards.

The request for the rezoning is because "Motor Vehicle Service" is not a permitted land use within the CF zoning district. The Planned Development would allow for the proposed motor vehicle service use and ensure the development will be buffered from adjoining residential and church land uses.

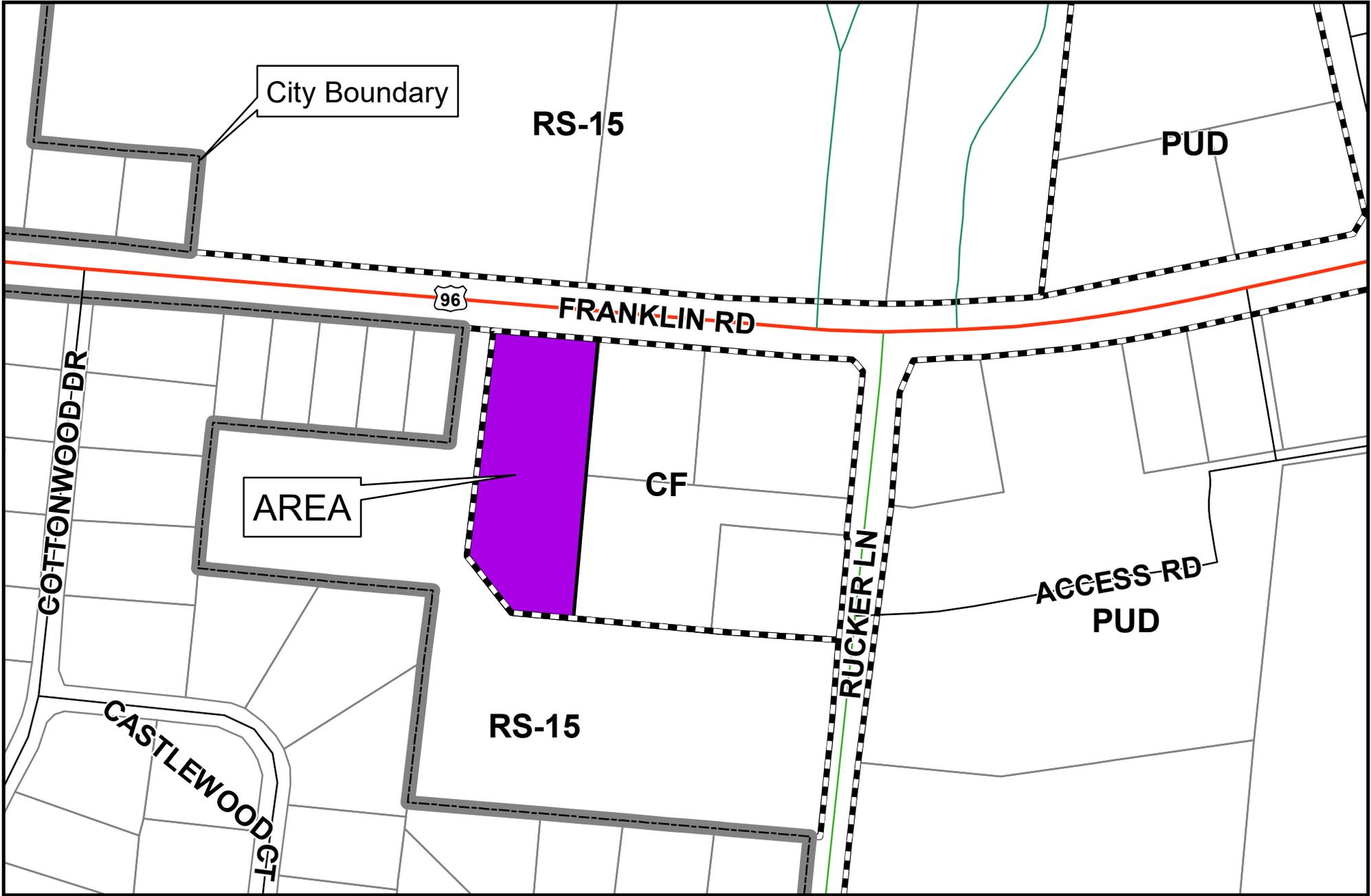
Future Land Use Map:

The future land use map of the *Murfreesboro 2035 Comprehensive Plan* indicates that "Auto-Urban (General) Commercial" is the most appropriate land use character for the project area, as shown on the map below. The general characteristics are commercial uses devoted to vehicular access, circulation and parking, and compatible zoning districts recommended are CH and PCD. The zoning requested PCD and vehicular service use are consistent with the Future Land Use designation.



Action Needed:

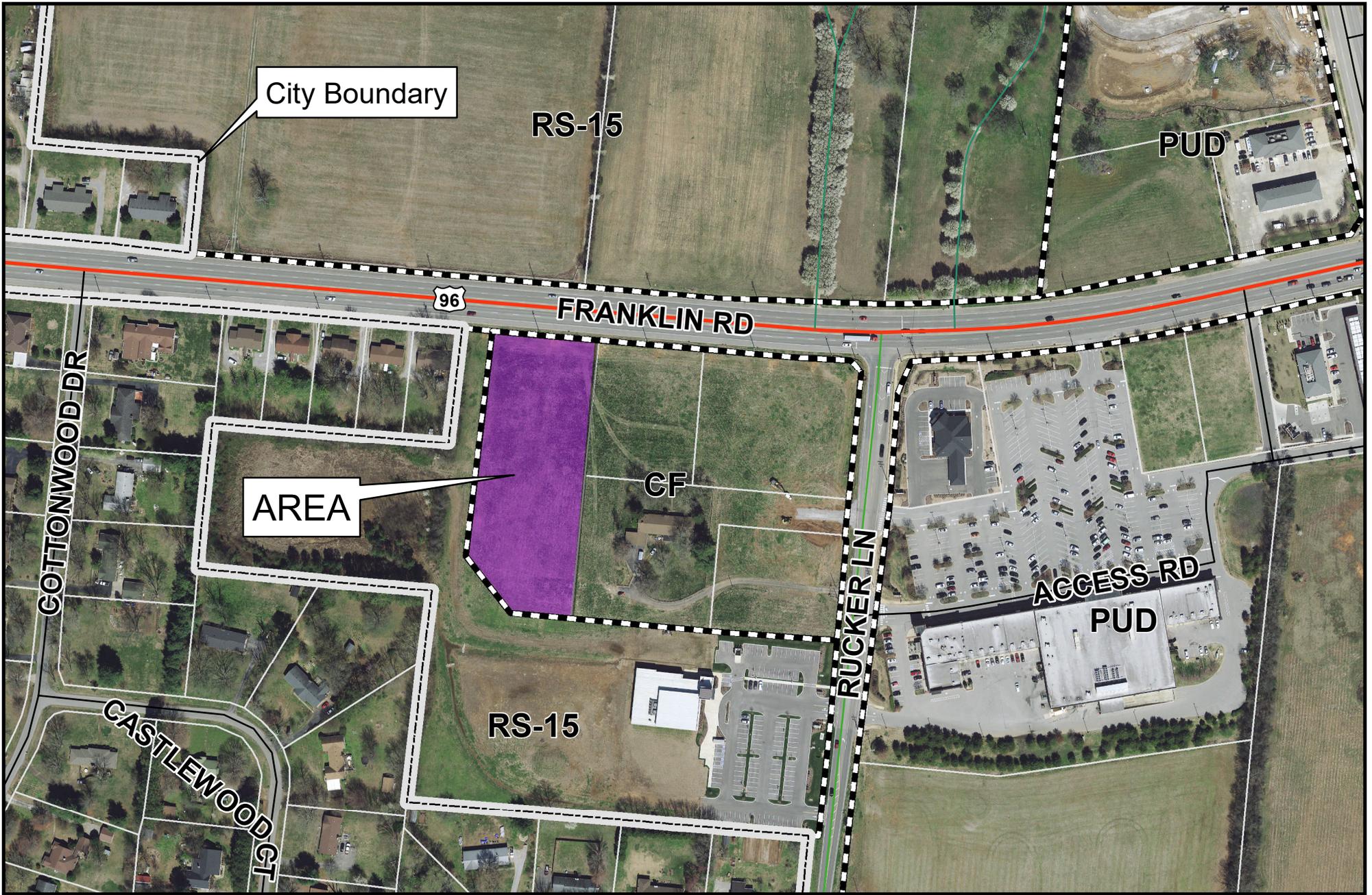
The applicant will be available at the Planning Commission hearing to discuss the proposed rezoning request. The Planning Commission will need to conduct a public hearing after which it will need to discuss the matter and formulate a recommendation for the City Council.



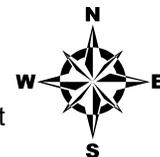
Zoning Request for Property Along Franklin Road
 CF to PCD (Tire World PCD)



Planning Department
 City of Murfreesboro
 11 W Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning Request for Property Along Franklin Road
 CF to PCD (Tire World PCD)



Planning Department
 City of Murfreesboro
 11 W Vine St
 Murfreesboro, TN 37130
www.murfreesborotn.gov



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

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

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 non-refundable application fee (prices listed above).

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

RECEIVED
 OCT 17 2019
 BY:

To be completed by applicant:

APPLICANT: Tire World, Inc. c/o Randy Lopez

Address: 1406 N.W. Broad Street **City/State/Zip:** Murfreesboro, TN 37129

Phone: 615-396-9039 **E-mail address:** rlopez@tireworld.us

PROPERTY OWNER: Anthony Togrye

Street Address or property description: 151 Rucker Lane, Murfreesboro, TN 37128

and/or Tax map #: 93 **Group:** _____ **Parcel (s):** 68.01

Existing zoning classification: CF

Proposed zoning classification: PCD **Acreage:** 2.41 Acres

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

E-mail: rmolchan@sec-civil.com

APPLICANT'S SIGNATURE (required): _____

DATE: 10-17-19

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

Date received: 10-17-19 **MPC YR.:** _____ **MPC #:** 2019-443

Amount paid: \$950.00 **Receipt #:** 279169



TIRE WORLD

REQUEST FOR REZONING TO PLANNED COMMERCIAL DEVELOPMENT (PCD)
Murfreesboro, Tennessee

Initial Submittal

October 17, 2019

Resubmittal #1

November 13, 2019 for the November 20, 2019
Planning Commission Workshop Meeting

Resubmittal #2

November 27, 2019 for the December 4, 2019
Planning Commission Public Hearing Meeting

Resubmittal #3

January 17, 2020 for February 6, 2020
City Council Public Hearing

SEC, Inc.

SEC Project #13304

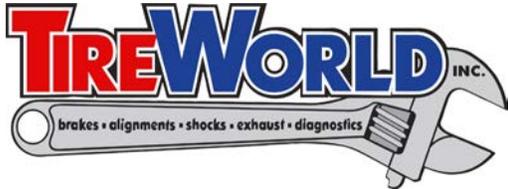


© Copyright 2019, Site Engineering Consultants, Inc.

SEC, Inc.

Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
Web: www.sec-civil.com

Address: 850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129



Company Name: Tire World, Inc.
Profession: Applicant
Attn: Randy Lopez
Phone: (615) 396-9039
Email: rlopez@tireworld.us
Web: <http://www.tireworld.us/>

Address: 1406 N.W. Broad Street
Murfreesboro, Tennessee 37129

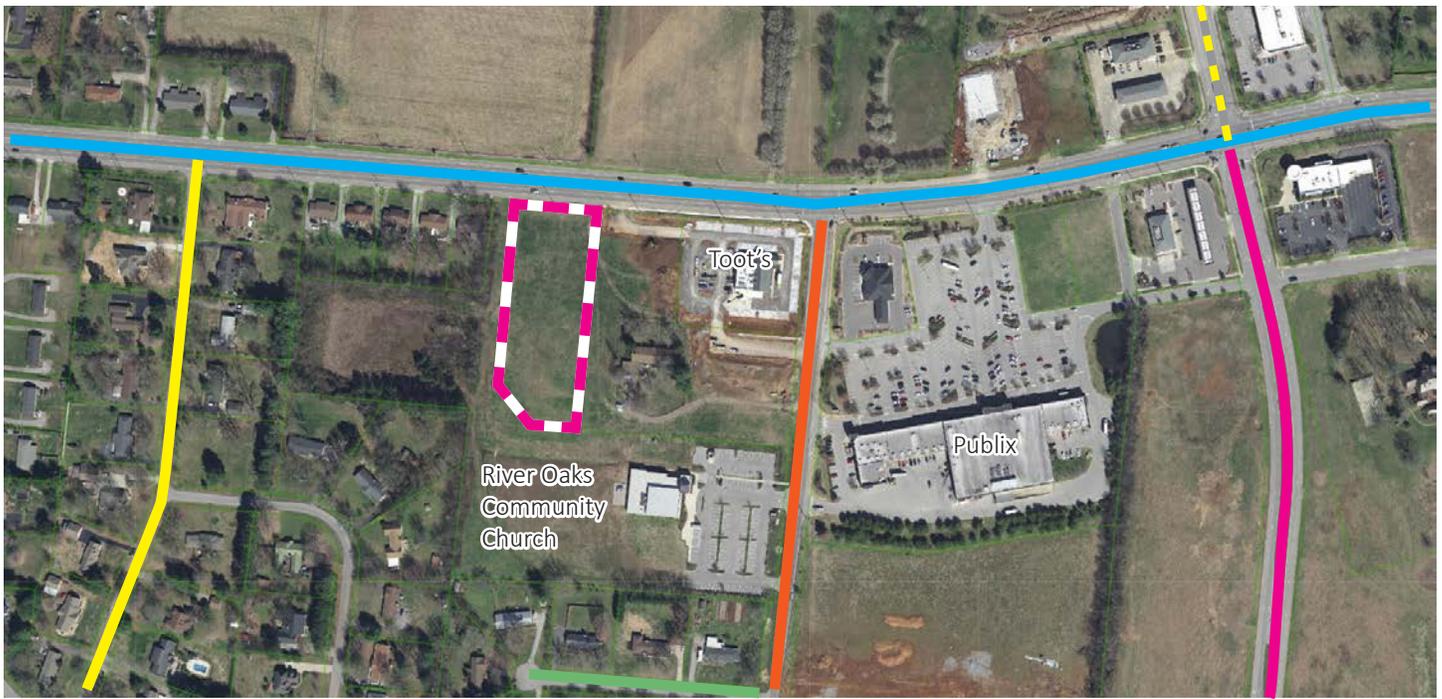
Company Name: David L. Human, AIA
Profession: Architect
Attn: David L. Human
Phone: (770) 314-8510
Email: david.human.aia@gmail.com

Address: 5401 Pickens Road
Rock Springs, GA 30127

TABLE OF CONTENTS.....	03
PROJECT SYNOPSIS.....	04
2040 MAJOR THOROUGHFARE PLAN	05
SUBDIVISION MAP.....	06
ZONING MAP AND 2035 LAND USE PLAN.....	07
UTILITY MAP	08
HYDROLOGY AND TOPOGRAPHY	09
ON-SITE PHOTOS	10
OFF-SITE PHOTOS	11
ADDITIONAL PHOTOS.....	12
CONCEPTUAL SITE AND LANDSCAPE PLAN	13
ARCHITECTURAL CHARACTERISTICS.....	14-16
DEVELOPMENT STANDARDS.....	17
INGRESS AND EGRESS	18
AMENITIES	19-21
LANDSCAPE CHARACTERISTICS.....	22-23
ZONING ORDINANCE SECTION 13 : (D) (2) (b) [9-14].....	23-24

© Copyright 2019, Site Engineering Consultants, Inc. (SEC, Inc.)

This document shall not be reproduced, modified, published, or used in any way or form of media/print without the expressed written consent of Site Engineering Consultants, Inc.



AERIAL PHOTOGRAPH

Not To Scale 

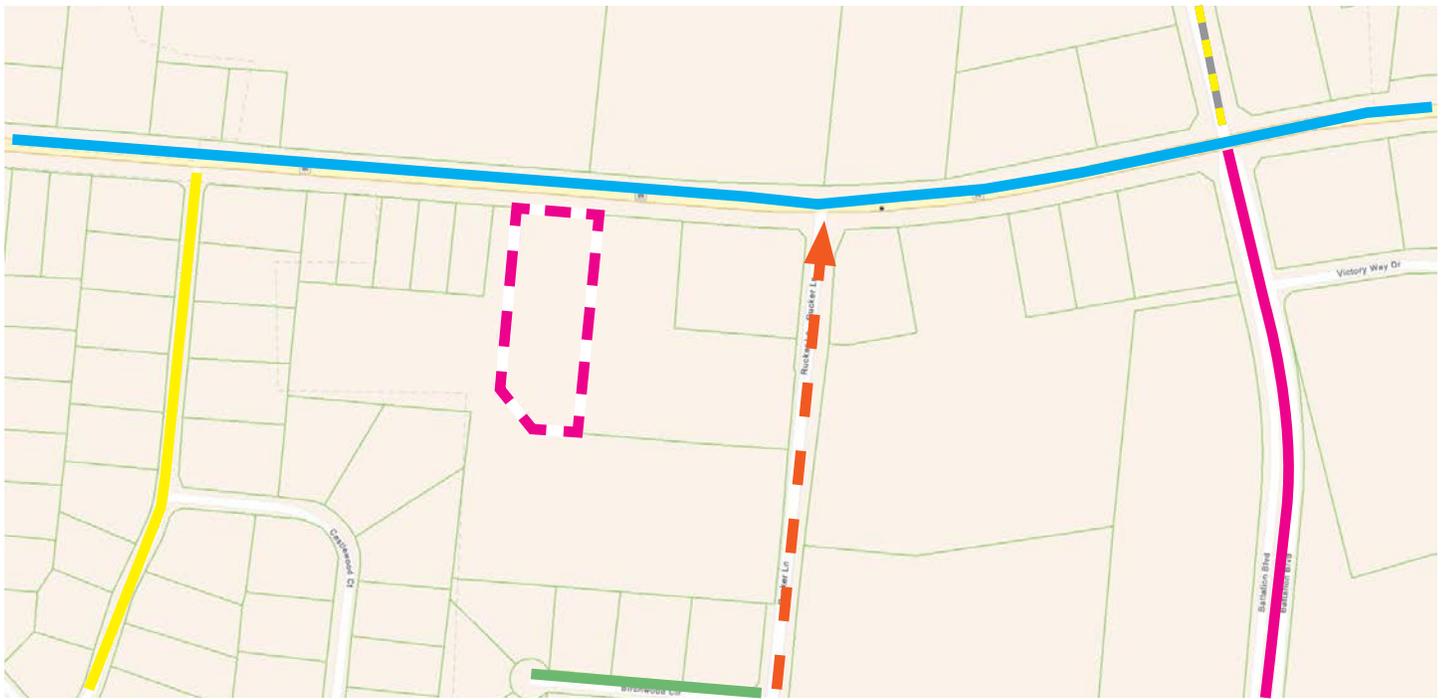
- | | | | |
|--|----------------------------|--|---------------------|
|  | Franklin Road (Highway 96) |  | Rucker Lane |
|  | Cottonwood Drive |  | Battalion Boulevard |
|  | Birchwood Circle |  | Fortress Boulevard |



Tire World, Inc. respectfully requests rezoning of a portion of the Anthony Togyre Property located to the west of the intersection of Highway 96 (Franklin Road) and Rucker Lane, from Commercial Fringe (CF) to Planned Commercial District (PCD) to create Tire World Corporate Headquarters. The property is located along the southern side of Franklin Road (S.R. 96), just to the west of Rucker Lane. The site is identified as part of Parcel 68.01 of Tax Map 93, and is approximately 2.41 acres. This request is to rezone the property from CF to PCD.

Since 1983, the locally owned Tire World has been providing Middle Tennessee with the highest quality tires and automotive service. This site will be the fifth location in Rutherford County, and they are excited to be opening this location allowing the company to continue to serve Rutherford County.

The development will consist of two buildings for a new Tire World Corporate Headquarters site on 2.41 acres. The larger building that fronts onto Highway 96 will be the Tire Store, and the second building towards the rear of the site will be its corporate headquarters office building. Both buildings will be 1-story with facades comprised of primarily brick, with EIFS and metal accents. The site is located along the south side of Franklin Road just to the west of the new Toot's Restaurant. The site will have primary access from Franklin Road via a shared access drive created with Toot's, which will cross the frontage of an undeveloped tract of land between the proposed Tire World and Toot's. A possible future access stub on the west side of the site, will connect to the proposed access drive on the River Oaks Community Church property to the west of this site. The entrance will incorporate monument signage at Franklin Road with an optional secondary monument sign at the west access stub once the connection is built. The site will provide several patio areas for customers and employees to enjoy the outdoors, while waiting on their vehicles and taking a break from work. A Type 'D' Buffer shall be installed along the western and southern perimeter of the site, to help mitigate visual impact on adjoining properties.



2040 MAJOR THOROUGHFARE PLAN

Not To Scale 

- | | | |
|--|--|---|
|  Franklin Road (Highway 96) |  Rucker Lane (To be improved to 3-lane) |  Site |
|  Cottonwood Drive |  Battalion Boulevard | |
|  Birchwood Circle |  Fortress Boulevard | |

The property has/will have access to the existing public rights-of-way of Franklin Road (S.R. 96) via a shared access drive along Franklin Road. The shared access was installed with the recently opened Toot’s restaurant on the southwest corner of Rucker Lane and Franklin Road. This access point will also be utilized by the vacant property between Toot’s and this project, while providing an access point to Rucker Lane.

A possible second access point for this project will utilize a shared common access easement on the narrow piece of land owned by River Oaks Community Church that runs along the western side of this site. Although the church has not constructed this access drive, this project is proposing to tie into the future drive for an additional access point back to Franklin Road, once it’s constructed.

An additional future access point will be provided when the adjacent parcel of property directly to the east is developed. That property has a shared common access easement that extends to the eastern side of the Tire World property. This access easement, when fully constructed through the adjacent property, will allow for access back to Rucker Lane.

Rucker Lane has been committed in the 2040 Murfreesboro Major Thoroughfare Plan to be improved to a 3-lane road.



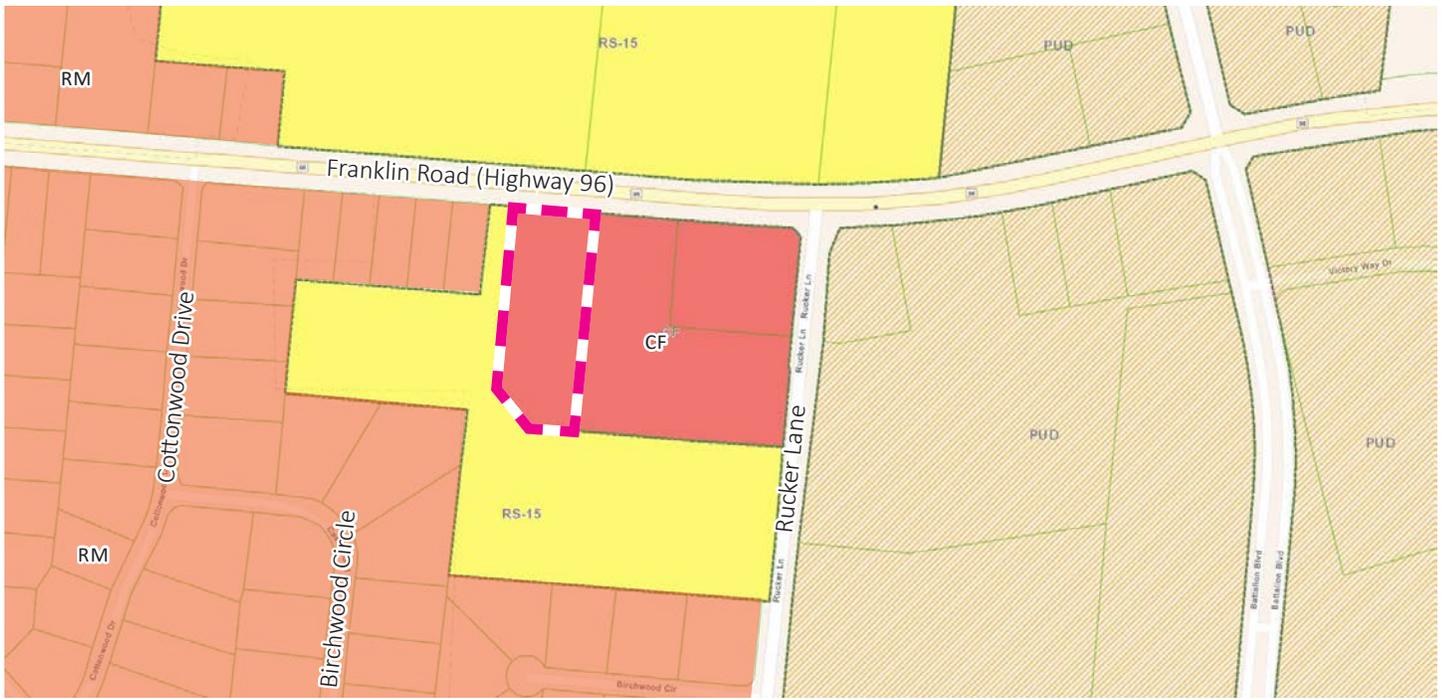
SUBDIVISION MAP

Not To Scale 

- | | | |
|--|---|---|
|  Barbara Hudson Subdivision |  Victory Station South |  Green Meadows |
|  Togrye |  Victory Station |  H.C. Wilson Jr. |
|  Market At Victory Village |  Brownview Acres |  Duplexes |



Tire World PCD is surrounded by a mixture of subdivisions and non-residential commercial properties. Directly to the north across Franklin Road is the Melton Family LLC property consisting of a large agricultural fields, a home, and some barns. Along the west and south boundaries of the development is the River Oaks Community Church. East of the site is an undeveloped lot, while further to the east is the new Toot’s restaurant. East, across Rucker Lane, is the Market At Victory Village. This subdivision contains several commercial businesses, with the largest being Publix grocery store. West of the project site, past the access easement that belongs to the River Oaks Community Church, is the Green Meadows subdivision. This county subdivision consists primarily of single story homes with masonry front elevations. There are five duplex lots along Highway 96 between the church property and the Green Meadows subdivision. These duplex lots are located in the county, and are all brick, single-story residences.



ZONING MAP

Not To Scale 

- RS-15 Residential Single-Family
- CF Commercial Fringe
- PUD Planned Unit Development
- RM Medium Density Residential- Rutherford County



The surrounding area consists of a mixture of zoning types and uses. The land to the east is zoned Commercial Fringe (CF), which is associated with the commercial subdivision this project and Toot’s are a part of. The River Oaks Community Church property to the west and south of the site, is zoned Residential Single-Family (RS-15) with a special use permit. The Green Meadows subdivision and duplex lots west of the church property are currently zoned Residential Medium Density (RM) in Rutherford County. The properties to the north of Franklin Road are zoned RS-15, although mainly agricultural in character. East across Rucker lane is the Market at Victory Station PUD, consisting of an assortment of commercial properties.

2035 Land Use Plan

The Land Use Plan classifies this property as Auto-Urban (General) Commercial Character (GC). One of the Development Types outlined in the GC Character Area is automobile service-related enterprises. A major design characteristic of the GC Character Area is that major portions of the site is devoted to vehicular access, circulation and parking. It also outlines that the architecture has less emphasis on building articulation, and having large banks of windows. The proposed PCD matches most of the standards outlined above for the GC Character area, as well as other design elements outlined in the Land Use Plan Guidelines. Overall, the proposed PCD will provide a service to the residents of this area of the city, that is consistent with the 2035 Land Use Plan.





UTILITY MAP

Not To Scale 

	WATER		PUBLIC UTILITY EASEMENT
	SEWER		WATER EASEMENT
	STORMWATER		INGRESS-EGRESS EASEMENT
	ELECTRIC		DRAINAGE EASEMENT



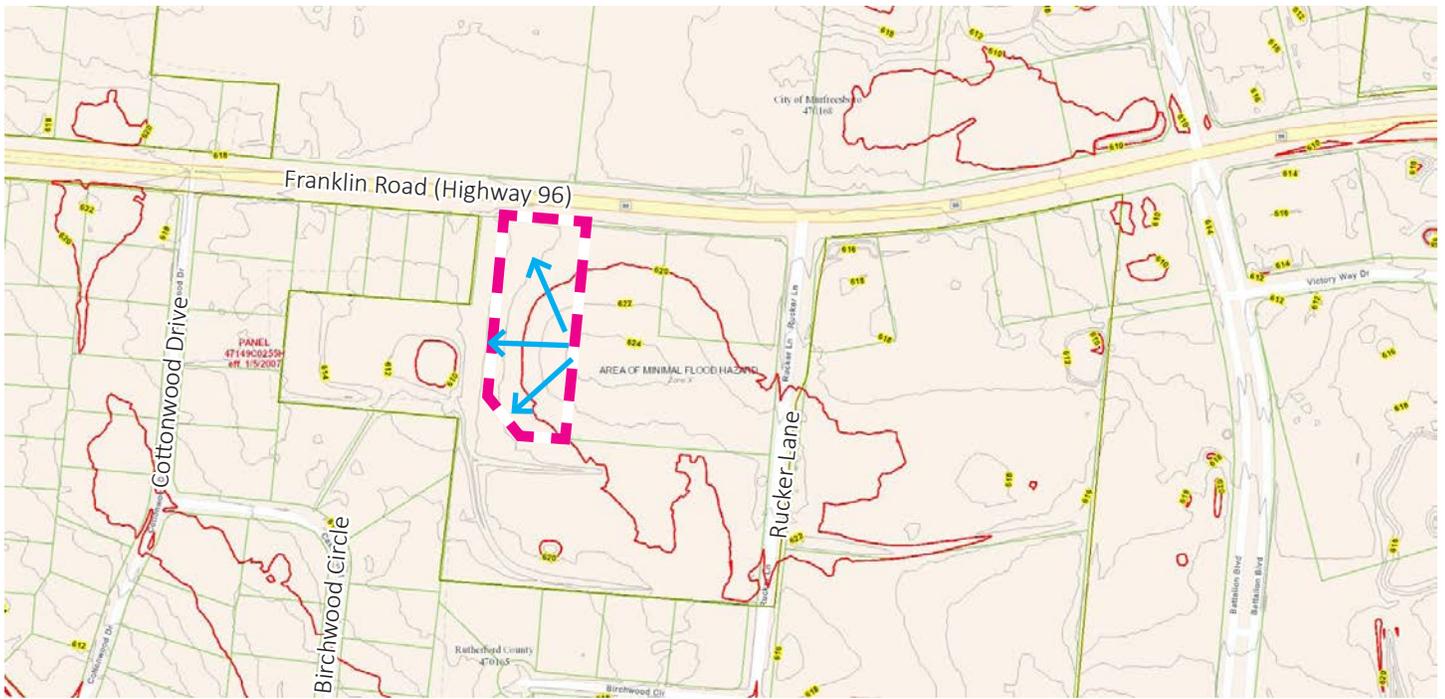
Water service will be provided by the Consolidated Utility District. There is an existing 20 inch water line along the south side of Franklin Road. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resource Department. Sanitary sewer service can connect to an existing 8" gravity sewer line within the shared access easement south of Toot's. The property owner is responsible for extending the sewer to the site.



Electric service will be provided by the Middle Tennessee Electric Membership Corporation. Service will be extended from overhead electric lines along the south side of Franklin Road. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



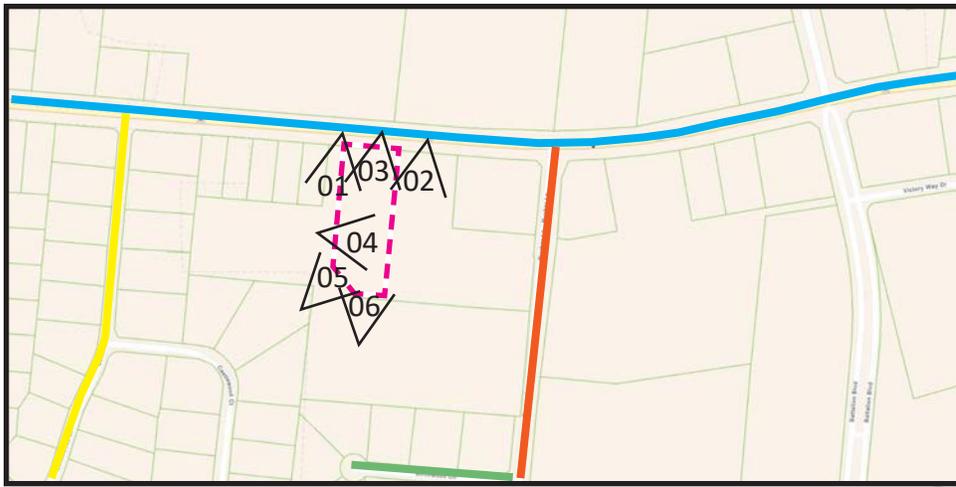
HYDROLOGY AND TOPOGRAPHY

Not To Scale 

-  WATER FLOW DIRECTION
-  INTERMEDIATE CONTOURS
-  INDEX CONTOURS



The topographic map above shows the site’s topographic high point generally at middle of the eastern property line. From this high point, the property drains towards the north, south, and west. Stormwater that drains to the north, flows towards Franklin Road. Stormwater that drains to the south and west sheet flows towards the church property. No floodway or floodplain exist on site as per FEMA Flood Panel 47149C0255H eff. 1/5/2007.



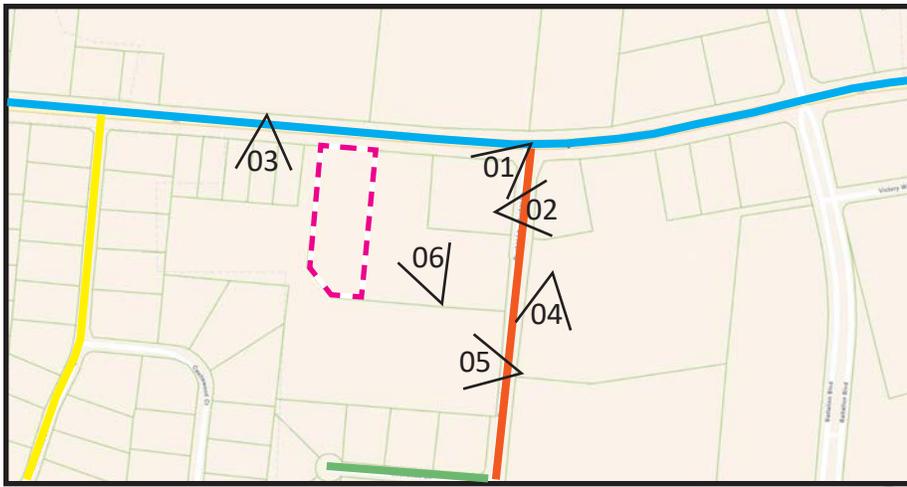
- Franklin Road (Highway 96)
- Rucker Lane
- Cottonwood Drive
- Birchwood Circle



PHOTO DIRECTION MAP

Not To Scale





- Franklin Road (Highway 96)
- Rucker Lane
- Cottonwood Drive
- Birchwood Circle



PHOTO DIRECTION MAP

Not To Scale





- Franklin Road (Highway 96)
- Rucker Lane
- Cottonwood Drive
- Birchwood Circle



PHOTO DIRECTION MAP

Not To Scale





Site Data:

Total Land Area:	±2.41 Acres
Total Open Space Required:	±0.48 Acres (20%)
Total Open Space Provided:	±0.93 Acres (39%)
Usable Open Space	±0.73 Acres (31%)
Stormwater (Detention)	±0.20 Acres (8%)

Total Building Floor Area =	14,000 sf (13.3%)
Service/Retail:	11,000 sf (10.4%)
Office Building:	3,000 sf (2.9%)

Parking/Drive Aisle Area	±1.04 Acres (43.2%)
--------------------------	---------------------

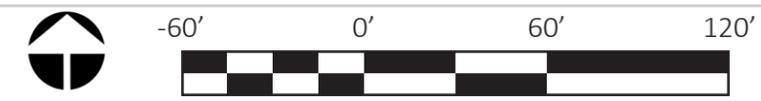
Parking:

Office Building:		
(3,000 SF) 1 Space / 300 sf=		10 Spaces
Sales Area:		
(1,375 SF) 1 Space / 300 sf =		5 Spaces
Service Bays:		
(16 Stalls) 2 Spaces / Stall =		32 Spaces
Total Parking Required:		47 Spaces
Total Spaces Provided:		74 Spaces (+27)

- Proposed Buildings
- Detention Pond
- Open Space
- Road/Drive
- Sidewalk
- Paver Sidewalk



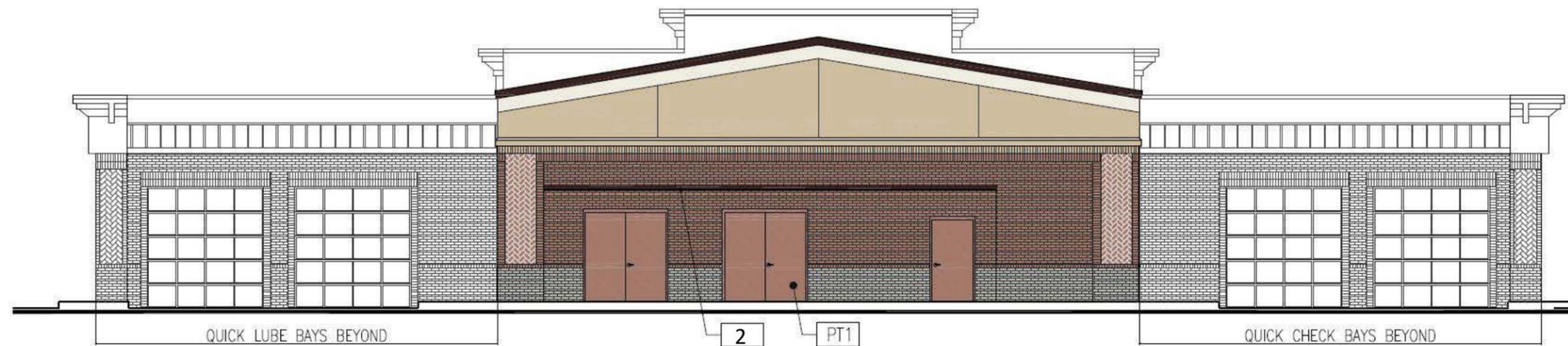
SEC Project #13304 Murfreesboro, Tennessee



Tire Store Building



Exterior Elevation - North (Facing Highway 96)



Exterior Elevation - South (Facing HQ Office Building)

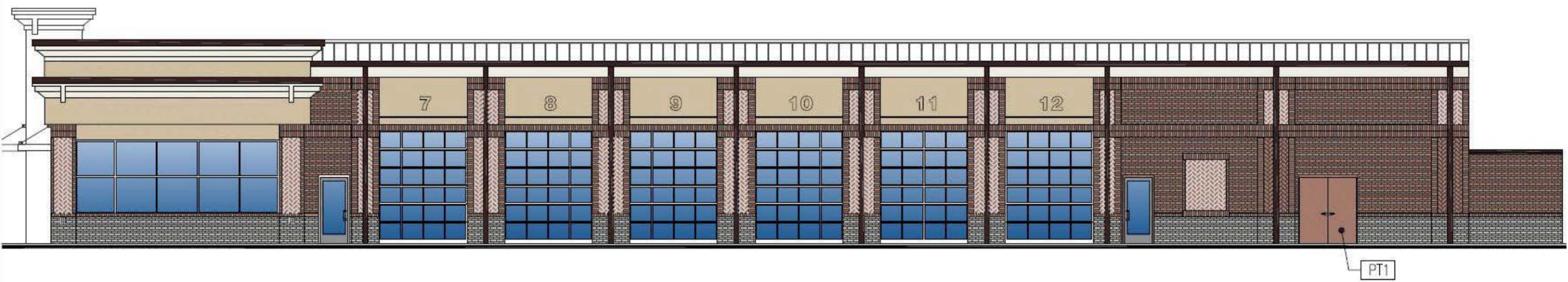
EXTERIOR FINISHES:

- BR1: BORAL BRICK, "INNSBROOK"
- BR2: BORAL BRICK, "SANDY HILL"
- EF1: EIFS COLOR "KEYSTONE GRAY"
- EF2: EIFS COLOR "GRECIAN IVORY"
- PT1: PAINT TO MATCH BR1
- MT1: METAL, PACCLAD "DK BRONZE"
- SF1: STOREFRONT "CLEAR"

KEY NOTES:

- 1-GARAGE DOORS FACING FRANKLIN RD SHALL HAVE FROSTED GLASS AND REMAIN CLOSED EXCEPT WHEN MOVING VEHICLES
- 2-LOW ROOF ABOVE USED TIRE AREA

Tire Store Building



Exterior Elevation - West (Facing River Oaks Community Church Future Driveway Connection and Duplexes Along Highway 96)



Exterior Elevation - East (Facing Toot's)

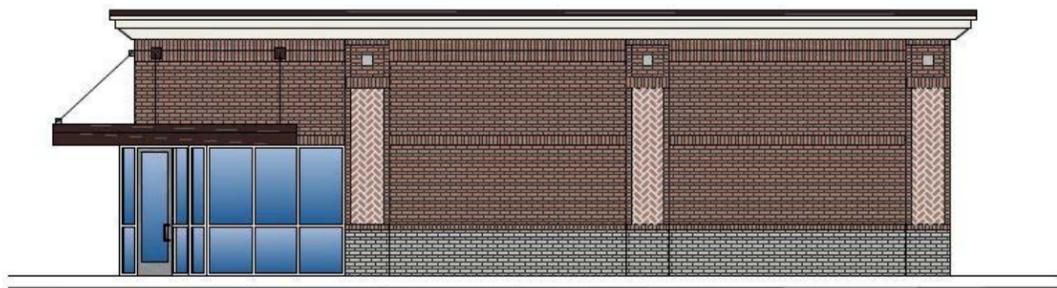
EXTERIOR FINISHES:
 BR1: BORAL BRICK, "INNSBROOK"
 BR2: BORAL BRICK, "SANDY HILL"
 EF1: EIFS COLOR "KEYSTONE GRAY"
 EF2: EIFS COLOR "GRECIAN IVORY"
 PT1: PAINT TO MATCH BR1
 MT1: METAL, PACCLAD "DK BRONZE"
 SF1: STOREFRONT "CLEAR"

KEY NOTES:
 1-GARAGE DOORS FACING FRANKLIN RD SHALL HAVE FROSTED GLASS AND REMAIN CLOSED EXCEPT WHEN MOVING VEHICLES
 2-LOW ROOF ABOVE USED TIRE AREA

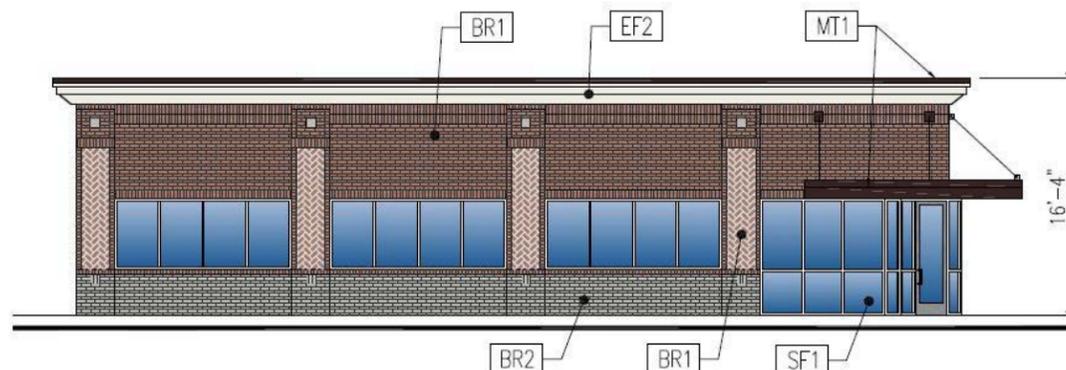
Corporate Headquarters Office Building

EXTERIOR FINISHES:

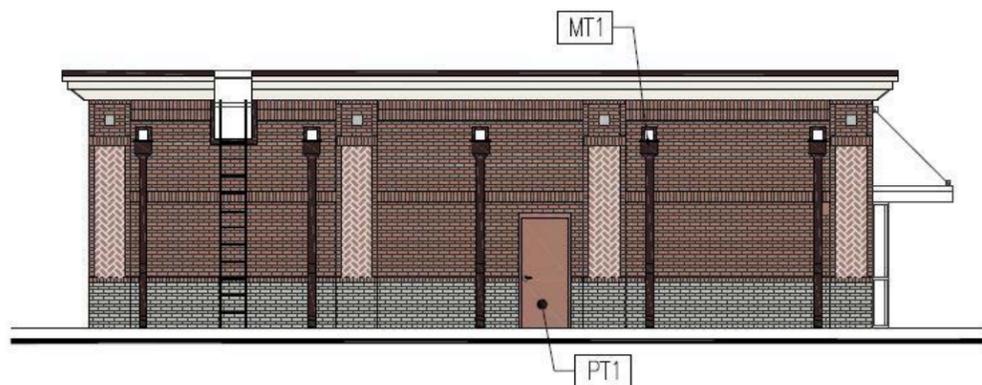
- BR1: BORAL BRICK, "INNSBROOK"
- BR2: BORAL BRICK, "SANDY HILL"
- EF1: EIFS COLOR "KEYSTONE GRAY"
- EF2: EIFS COLOR "GRECIAN IVORY"
- PT1: PAINT TO MATCH BR1
- MT1: METAL, PACCLAD "DK BRONZE"
- SF1: STOREFRONT "CLEAR"



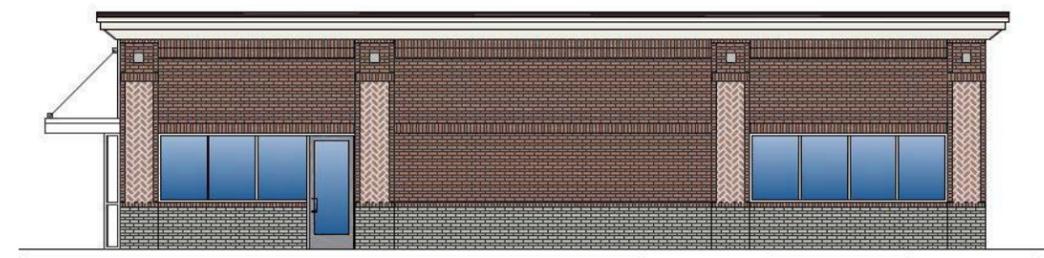
HQ Office Exterior Elevation - North (Facing Tire Store)



HQ Office Exterior Elevation - East (Facing Toot's)



HQ Office Exterior Elevation - South (Facing River Oaks Community Church)



HQ Office Exterior Elevation- West (Facing River Oaks Community Church Future Driveway Connection/Duplexes)

Architectural Characteristics:

The building architecture has been designed to be functional for the intended uses, while maintaining a neighborhood commercial character to blend with surrounding residential, commercial, and public/institutional developments.

Building Standards:

- Building heights shall not exceed 30 feet in height
- Single Story Buildings
- Flat with parapet
- Masonry materials (brick, stone, and cementitious materials) will be the primary building material.
- Architectural materials and colors will be reviewed at the time of a site plan submittal by Murfreesboro planning staff and the Planning Commission.
- Garage doors facing Franklin Road shall have frosted glass and remain closed, except when moving vehicles into and out of the service bays

Building Elevation Materials:

- Front Elevations:
- Side Elevations:
- Rear Elevations:
- All Elevations:

- All Masonry (Brick, Stone, E.I.F.S)
- All Masonry (Brick, Stone, E.I.F.S)
- All Masonry (Brick, Stone, E.I.F.S)
- Metal Flashing Accents



Example of Brick
(different colors and patterns will be allowed)



Example of E.I.F.S.
(Different colors, textures will be allowed)



Example of the Standing Seam Metal Roof
(different colors and patterns will be allowed)



Example of the Metal Trim/Wall Accent
(different colors and patterns will be allowed)

Development Standards

Minimum Site Characteristics - Commercial Lot:

- All parking areas shall be located at least 8 feet from the eastern property line, 10 feet from the northern property line along Franklin Road, and 15 feet from the western and southern property line. All parking areas to be screened from public right-of-way by landscaping and/or in combination with berms.
- Any solid waste enclosures will be constructed of materials consistent with building architecture, and be at least 8 feet tall with opaque gates.
- Type 'D' Buffer will be constructed along the western and southern property line.
- Commercial buildings shall have pedestrian connections to Franklin Road.
- Buildings will have a well-defined architectural base by use of different materials, colors and change in pattern or a combination of these techniques.
- Building elevations will have articulation or multiple building planes along street facing elevations.
- Monument signage located at entrances along roadways to have materials consistent with building architecture and accented with landscaping and lighting.
- Monument signage shall have a max height of 8 feet and shall calculate display area as per the Murfreesboro Sign Ordinance.
- All mechanical equipment (i.e. HVAC and transformers) to be screened with landscaping. If mechanical equipment is located on the roof, then they shall be screened from view.
- All on-site utilities will be underground.
- On-site lighting styles will complement the commercial development, and will comply with city lighting standards to prevent light pollution, while accenting buildings and providing safety.
- Parking will comply with Murfreesboro's Zoning Ordinance for uses outlined here on Page 18.
- All buildings on the commercial lot will have consistent materials & architecture to create an overall theme for the development, that blends with the residential development.

Allowable Uses

- Tire Sales
- Tire Installation and Repair
- Quick Lube Oil Change
- Automotive Repair
- Financial Service
- Motor Vehicle Service
- Offices
- Retail Shop, other than enumerated elsewhere
- Vehicle Wash

Minimum Building Setbacks:

Front (Franklin Road):	42 feet
Side(East):	10-foot
Side(West):	25-foot
Rear:	25-foot

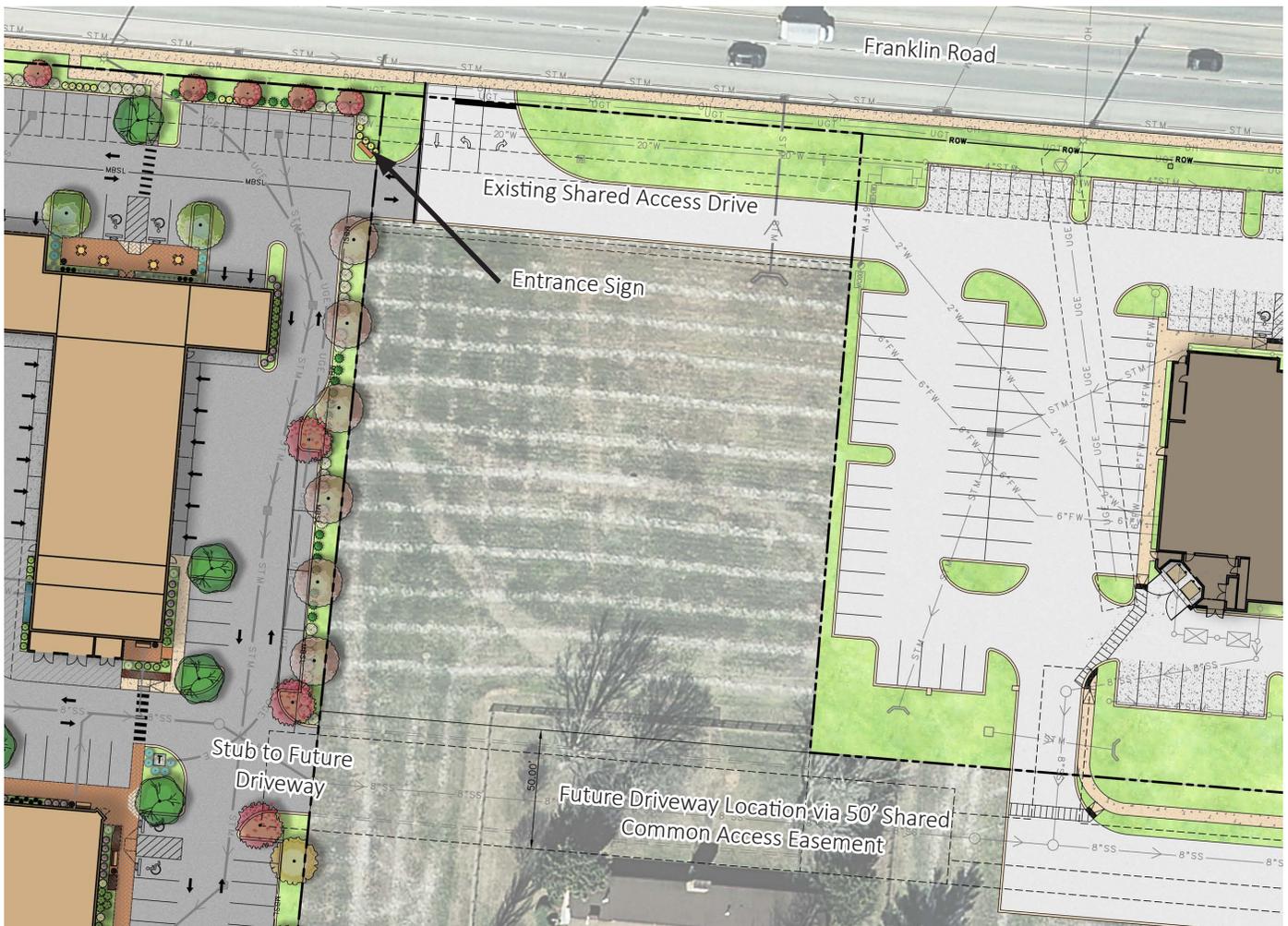


Example of Monument Sign



Pursuant to the 2040 City of Murfreesboro’s Major Thoroughfare Plan (MTP), Rucker Lane is the only road slated for improvements. Currently built as a 2-lane roadway, Rucker Lane is committed to be improved to a 3-lane roadway. Franklin Road is a 5-lane major arterial roadway that will be impacted the most by this development.

As stated above, the primary means of ingress/egress from this site will be onto Franklin Road. The entrance is proposed to utilize an existing shared drive that connects to Franklin Road. Currently this drive is shared with Toot’s and would give the site access to Rucker Lane via interconnectivity through Toot’s Property. The development has included a potential secondary means of ingress/egress from the development via a future connection to the River Oak Community Church driveway. An additional future driveway connection will give this site a third access point via a shared common driveway through the undeveloped property to the east of the this site. This future driveway will allow for connection back to Rucker Lane.

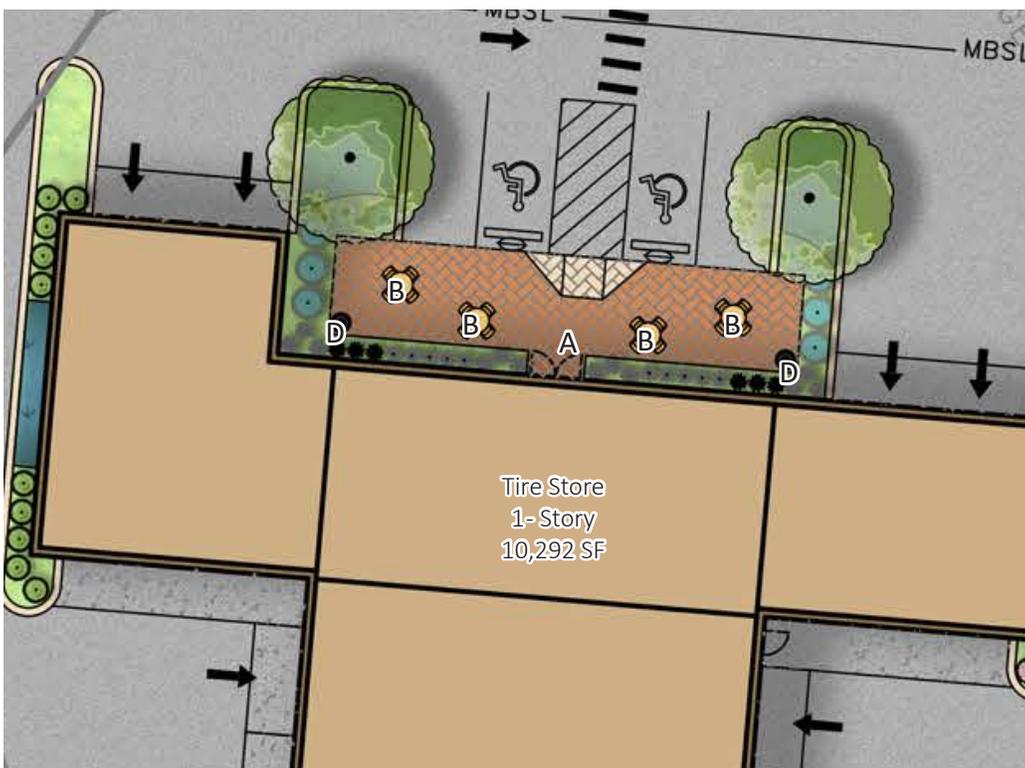




With this request, Tire World will be dedicating over 0.90 acres (over 30% of the site) to open space. The open space areas will be comprised of detention areas, landscaped planting areas, and seating areas. The seating areas are throughout the site in the form of plazas or patios. A patio is located at the main entrance and will be accessible to the public. The southern side of the tire store shall include an employee patio area. The employee patio will be furnished with tables & chairs with umbrellas, smoking receptacles, and trash cans. A large seating area is located around the office building. This space, and the seating areas at the entrance of the tire store, will provide upgraded hardscape materials in the form of pavers and/or stamped concrete, tables & chairs with umbrellas, benches, smoking receptacles, and trash cans. The Franklin Road entrance area will incorporate masonry signage and will be anchored with landscaping.

Formal Open Space area(s) will comply with the current standards for formal open spaces as outlined in the Murfreesboro Design Guidelines.

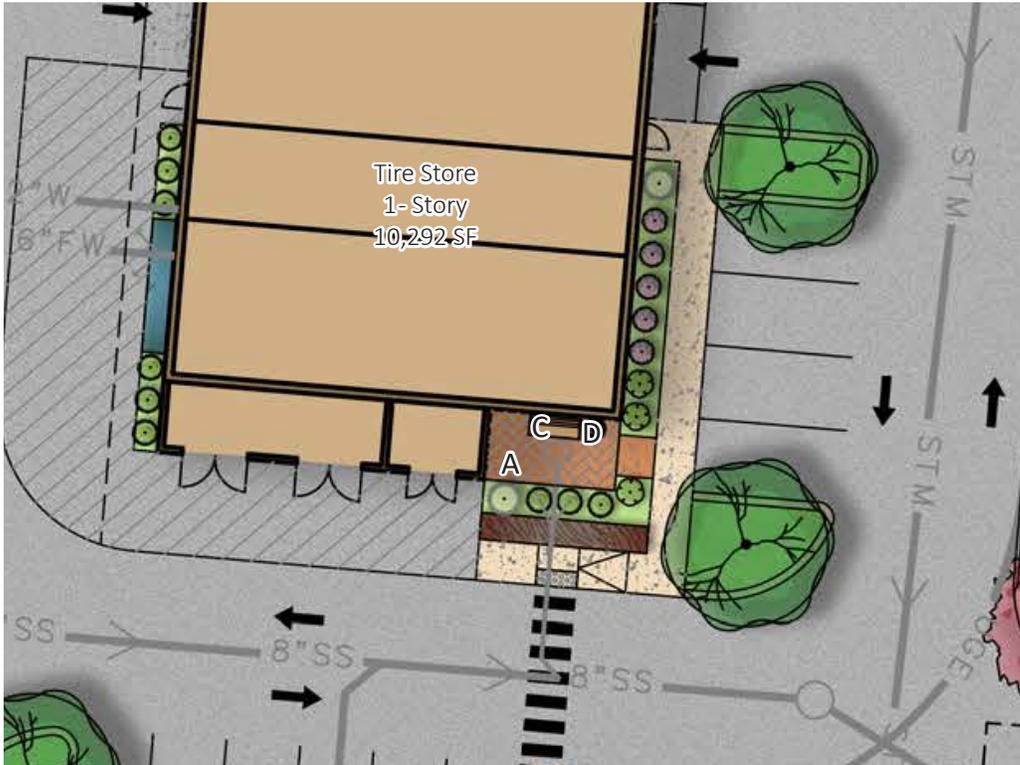
-  Open Space (39%)
-  Formal Open Space (4%)



Tire Story Customer Entrance Plaza

- A Pavers and/or Stamped Concrete
- B Table and Chairs w/ Umbrella
- C Benches
- D Trash Cans/ Smoking Receptacle

The formal open space located to the north of the Tire World building will provide a plaza for customers waiting for their vehicles. The patio area will include covered, permanent seating.



Tire Store Employee Plaza

- A Pavers and/or Colored Concrete
- B Table and Chairs w/ Umbrella
- C Benches
- D Trash Cans/ Smoking Receptacle

The formal open space located to the south east of the Tire World building will be a smaller, more intimate patio space with permanent seating enclosed by evergreen plant materials.



Corporate Headquarters Building Seating Plaza

- A Pavers and/or Colored Concrete
- B Table and Chairs w/ Umbrella
- C Benches
- D Trash Cans/ Smoking Receptacle

The formal open space located to the north and east of the office building will incorporate multiple seating areas. The majority of these seating areas are enhanced with planting materials to provide a more aesthetic appeal while the remainder of the seating has been simplified to provide a varied and alternating sense of place.



Example of Table and Chairs with Umbrella



Example of Seating Bench



Example of Pavers



Example of Colored Concrete



Example of Smoking Receptacle/ Trash Can



Type 'D' Landscape Buffer

not to scale

LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES



(A)



(B)

- (A) *Ulmus parvifolia* 'Emer II' / 'Emer II' Alle Elm
- (B) *Zelkova serrata* 'Green Vase' / Sawleaf Zelkova
- (C) *Buxus* x 'Green Mountain' / Boxwood
- (D) *Prunus laurocerasus* 'Otto Luyken' / Luykens Laurel
- (E) *Lagerstroemia indica* 'GAMAD VI' / Berry Dazzle Crape Myrtle
- (F) *Miscanthus sinensis* 'Adagio' / Adagio Eulalia Grass
- (G) *Liriope spicata* 'Silver Dragon' / Creeping Lily Turf
- (H) *Setcreasea pallida* 'Purple Heart' / Purple Heart Setcreasea
- (I) *Iberis sempervirens* 'Little Gem' / Little Gem Candytuft
- (J) *Liriope muscari* 'Variegata' / Variegated Lily Turf
- (K) *Magnolia grandiflora* 'D.D. Blanchard' TM / Southern Magnolia
- (L) *Thuja standishii* x *plicata* 'Green Giant' / Green Giant Arborvitae
- (M) *Cryptomeria Japonica* 'Radi-cans' / Japanese Cedar
- (N) *Viburnum x pragense* / Prague Viburnum
- (O) *Prunus laurocerasus* 'Schipkaensis' / Schipka Laurel

LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES



(C)



(D)



(E)



(F)

LANDSCAPE MATERIAL SAMPLES: GROUND COVER



(G)



(H)



(I)



(J)

LANDSCAPE BUFFER: EVERGREEN TREES



LANDSCAPE BUFFER: EVERGREEN SHRUBS



The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the employees and patrons, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

- All parking areas shall be located at least 8 feet from the eastern property line, 10 feet from the northern property line along Franklin Road, and 15 feet from the western and southern property line. All parking areas to be screened from public right-of-way by landscaping and/or in combination with berms.
- The western and southern boundaries of the development shall incorporate a 15 foot wide Type 'D' Landscape Buffer, which is planted consisting of a double staggered row of evergreen trees planted 8 feet on center to provide screening for the adjacent properties and their residents. Evergreen trees will be a minimum of 6 feet tall at the time of planting. In addition to the evergreen trees, single row of evergreen shrubs will fill in the gaps between the evergreen trees during the first few years of the buffer till the trees mature and fill in the buffer. The evergreen shrubs will be a minimum 3 feet tall at the time of planting.
- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of buildings will have at least 3 foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- Detention ponds shall be screened from R.O.W. and adjacent lots only.

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 4-8 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 Page 4 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 location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Pages 16-17 lists standards and exhibits showing the concept plan which shows each of these items.

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Pages 13-15 lists standards and exhibits showing the concept plan which shows each of these items.

6.) 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.

(BB): The order in which the phases of the project will be built.

(CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage

(DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in one phase. Development is anticipated to begin within 180 days of Rezoning approval.

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 CF. The surrounding properties have a mixture of residential, commercial, and public/institutional uses. The concept plan and development standards combined with the architectural requirements of the building shown within this booklet, complement the type of developments in the surrounding area and is envisioned to complete the development in this area.

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

SETBACKS	CF	PCD	DIFFERENCE
Front Setback	42.0'	42.0'	0.0'
Side Setback (East)	10.0'	10.0'	0.0'
Side Setback (West)	25.0'	25.0'	0.0'
Rear Setback	25.0'	25.0'	0.0'
Maximum Building Height	45.0'	30.0'	-15.0'

Response: The applicant is requesting the following exceptions within this PCD.

9.) a tabulation setting forth: (aa) maximum total square feet of building floor area proposed for commercial uses and for industrial uses, by general type of use; (bb) maximum total land area, expressed in acres and as a percent of the total development area, proposed to be devoted to commercial and/or industrial uses; minimum public and private open space; streets and offstreet parking and loading areas; and, (cc) a tabulation of the maximum floor area 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).

Response: This requirement has been addressed in the chart below. Site percentages can be found on page 13.

TOTAL SITE AREA	105,069 s.f.
TOTAL MAXIMUM FLOOR AREA	14,000 s.f.
TOTAL LOT AREA	105,069 s.f.
TOTAL BUILDING COVERAGE	14,000 s.f.
TOTAL COMMERCIAL AREA	11,000 s.f.
TOTAL OFFICE AREA	3,000 s.f.
TOTAL DRIVE/ PARKING AREA	47,059 s.f.
TOTAL RIGHT-OF-WAY	0 s.f.
TOTAL LIVABLE SPACE	58,010 s.f.
TOTAL OPEN SPACE	41,751 s.f.
FLOOR AREA RATIO (F.A.R.)	0.13

10.) 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). No portion of this site is within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255H Eff. Date 01/05/2007.

11.) 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 & 18 discusses the Major Thoroughfare Plan.

12.) 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. The developer/ applicant is Tire World, Inc. Contact info for both is provided on Page 2.

13.) 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 14-16 show the architectural character of the proposed buildings and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. 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.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

6:00 P.M.

CITY HALL

Members Present

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Eddie Smotherman
Ronnie Martin
Warren Russell
Chase Salas
Jennifer Garland

Staff Present

Matthew Blomeley, Acting Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Of Dev. Services
Jim Luebbering, Project Engineer

Chair Kathy Jones called the meeting to order after determining there was a quorum.

New Business

Mandatory Referral/Right-of-way abandonment [2019-726] to consider the abandonment of a small portion of Williams Drive right-of-way, Volunteer Behavior Health applicant. Ms.

Margaret Ann Green summarized the mandatory referral/right-of-way abandonment from the staff report, which had been provided to the Planning Commission in the agenda packet. Ms. Green made known before final approval the applicant would be required to address the following:

- The applicant must provide the City Legal Department any necessary documentation to prepare the quitclaim deed and for recording the quitclaim deed.
- A plat depicting the abandonment and relocation of the subject property must be recorded.
- Utility easements must be dedicated, as needed, to accommodate any existing utilities, including water and sewer mains.

Mr. Matt Taylor was in attendance to represent the applicant.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the mandatory referral/right-of-way abandonment; therefore, Chair Kathy Jones closed the public hearing.

Vice-Chairman Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Zoning application [2019-443] for approximately 2.41 acres located along Franklin Road west of Rucker Lane to be rezoned from CF to PCD (Tire World PCD), Tire World, Inc.

applicant. Ms. Marina Rush summarized the zoning application from the staff report, which had been provided to the Planning Commission in the agenda packet. She made known this request complies with the 2035 Comprehensive Plan.

Mr. Matt Taylor and Mr. Randy Lopez, the applicant, were in attendance for the meeting. Mr. Matt Taylor came forward to begin a PowerPoint presentation from the applicant's pattern book. He made known this site would include two different buildings. One building would be for tire service and maintenance and the second building would be the applicant's corporate headquarters for administrative services. This site would have two formal open space areas with pedestrian connectivity. He made known this proposal meets and exceeds the Design Guideline requirements. Lastly, he explained the allowable uses from the applicant's pattern book that would be convenient and accessible to the area residents.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

Vice-Chairman Ken Halliburton made a motion to approve subject to all staff comments, seconded by Mr. Warren Russell. The motion carried by unanimous vote in favor.

ORDINANCE 19-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 rezone approximately 2.41 acres along Franklin Road west of Rucker Lane from Commercial Fringe (CF) District to Planned Commercial Development (PCD) District (Tire World PCD); Tire World PCD, applicant [2019-443].

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 be zoned and approved as Planned Commercial Development (PCD) 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 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

Adam F. Tucker
City Attorney

SEAL

Ordinance 19-OZ-49

City Boundary

RS-15

Area Rezoned
From CF to PCD

PUD

96

FRANKLIN RD

CF

ACCESS RD

RS-15

PUD

GOTTONWOOD DR

GASTLEWOOD CT

RUCKER LN

BIRCHWOOD CIR



COUNCIL COMMUNICATION

Meeting Date: 02/06/2020

Item Title: Rezoning property along East Vine Street
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	<input checked="" type="checkbox"/>
Resolution	<input type="checkbox"/>
Motion	<input type="checkbox"/>
Direction	<input type="checkbox"/>
Information	<input type="checkbox"/>

Summary

Rezone approximately 0.3 acres located along East Vine Street and Kerr Avenue.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.
The Planning Commission recommended approval of the rezoning.

Background Information

Will Crunk presented a zoning application [2019-439] for approximately 0.3 acres located at the southwest corner of East Vine Street and Kerr Avenue to be rezoned from RS-8 (Residential Single-Family 8 District) to RS-4 (Residential Single-Family 4 District). During its regular meeting on December 4, 2019, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will contribute to the continued growth of downtown both as a place to live and to do business.

Attachments:

1. Ordinance 19-OZ-50
2. Maps of the area
3. Planning Commission staff comments from 12/4/19 meeting
4. Planning Commission minutes from 12/4/19 meeting
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
DECEMBER 2, 2019
PROJECT PLANNER: AMELIA KERR**

3.c. Zoning application [2019-439] for approximately 0.3 acres located along East Vine Street and Kerr Avenue to be rezoned from RS-8 to RS-4, Will Crunk applicant.

The subject property is located at 712 East Vine Street, at the southwest corner of East Vine Street and Kerr Avenue. The property, which totals 0.3-acres, is developed with a duplex and is zoned RS-8 (Single-Family Residential District 8). The applicant has requested rezoning to RS-4 (Single-Family Residential District 4) for the subject property. The RS-4 zone permits single-family residential lots of four thousand (4,000) square-feet in area in the existing older parts of the City. The applicant intends to subdivide the subject property into three (3) single-family lots. The minimum lot requirements in the RS-4 zone dictate that each lot consist of at least 4,000 square feet with a minimum 40-foot lot width and a maximum of 40% lot coverage. It should be noted that revised City Core Overlay (CCO) District regulations are currently pending before the City Council, and if approved as proposed, will impact certain bulk requirements such as lot coverage and building setbacks.

Adjacent Zoning and Land Uses

This property is located one block south of East Main Street and adjacent properties across the street to the north of the subject property are zoned Residential Single-Family-15 (RS-15). Across the street on Kerr Avenue to the east of the subject property, properties are zoned RS-8, while the parcels adjacent to the subject property to the south and west are zoned RS-4. Further to the east at the corner of East Vine Street and Hancock Street there are three (3) parcels zoned Commercial Local (CL) District. This property is also located within the CCO which allows some limited commercial uses in the RS-4 zone by right or with a special use permit. Revised CCO regulations, which would eliminate the allowance of these commercial uses, however, are pending before the City Council.

Future Land Use Map

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop with a *Suburban Residential* land use character. This classification intends to

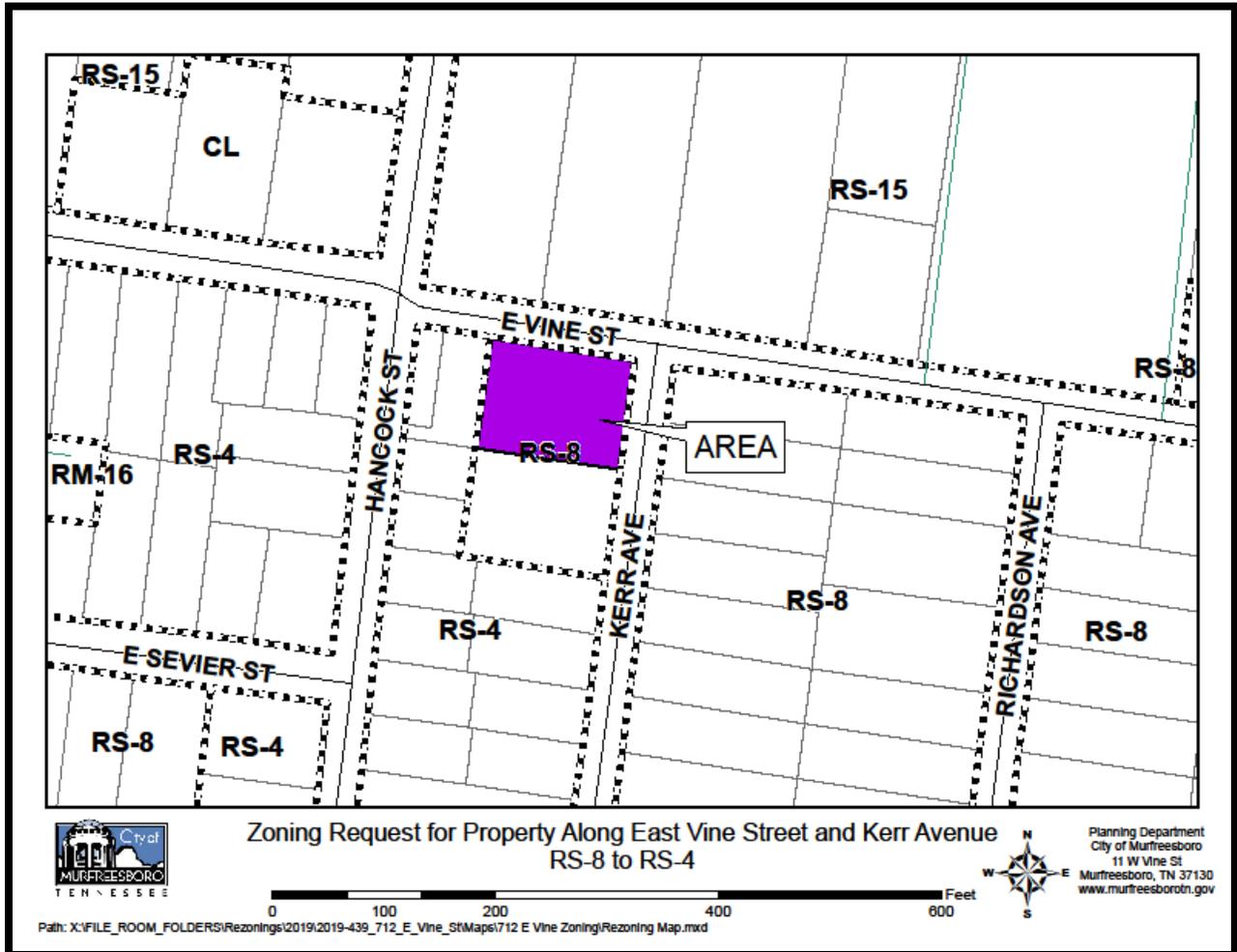
serve a transition from urban to rural residential development and is predominantly located along the periphery of the City. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation. 2.0-3.54 dwelling units per acre is the recommended density.

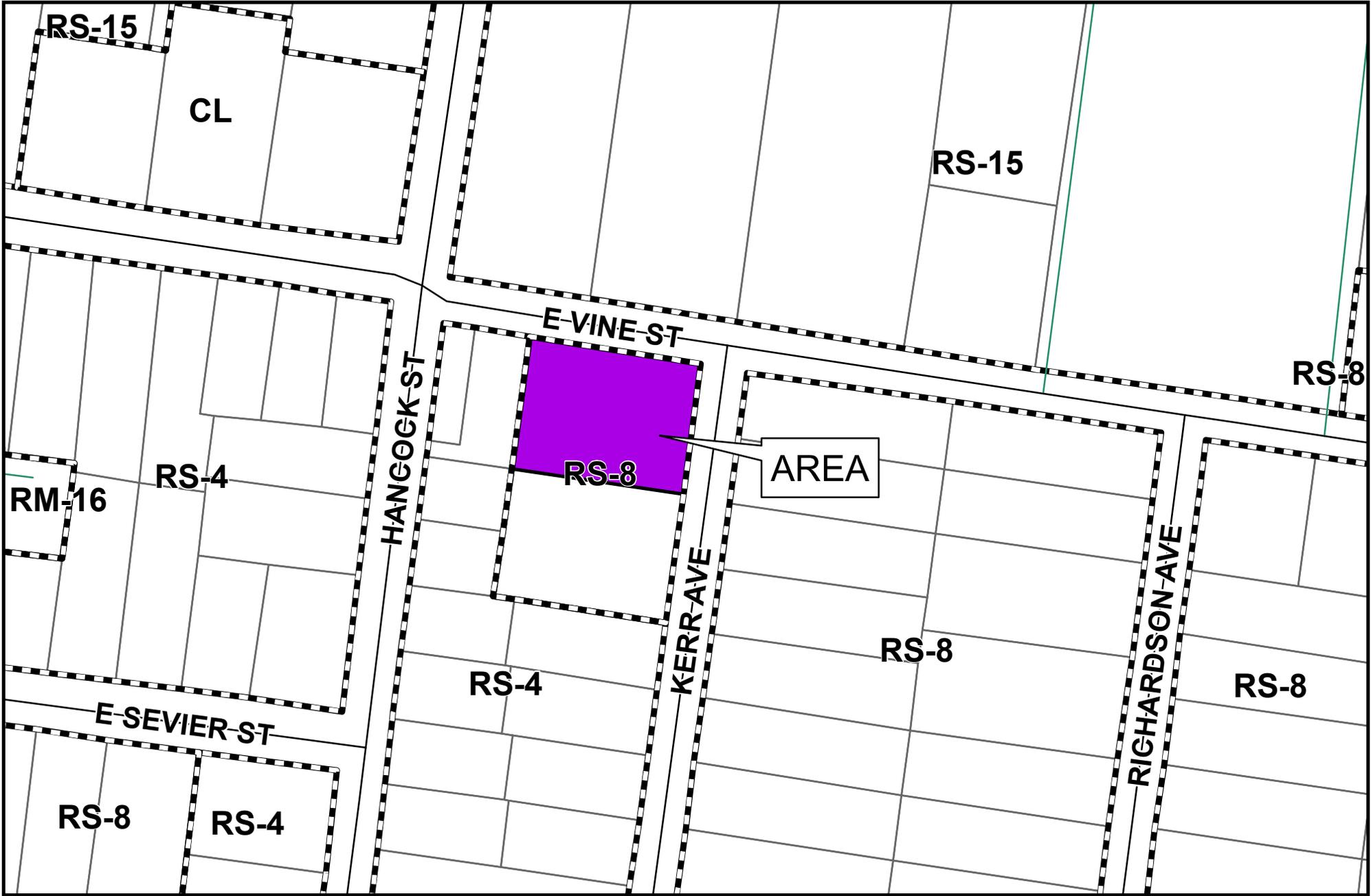
Neither the existing RS-8 or the proposed RS-4 zones are counted among the compatible existing zoning districts. The single-family residential detached dwellings that would be enabled by the RS-4 zone are consistent with the types of uses recommended in the *Suburban Residential* land use character. However, the RS-4 zone will enable a greater density than recommended by the comprehensive plan. The applicant proposes to subdivide the property to create three (3) single-family lots, which would be a density of ten (10) dwelling units per acre. Much of what is already developed in the vicinity of the subject parcel is already inconsistent with the *Suburban Residential* land use character with respect to density. The Planning Commission will need to consider whether the recommended land use character is fitting for this property and the surrounding area and whether this is an appropriate instance to deviate from the future land use map.



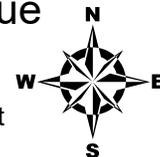
Action Needed:

The Planning Commission will need to conduct a public hearing and discuss this zoning request and then formulate a recommendation to City Council.

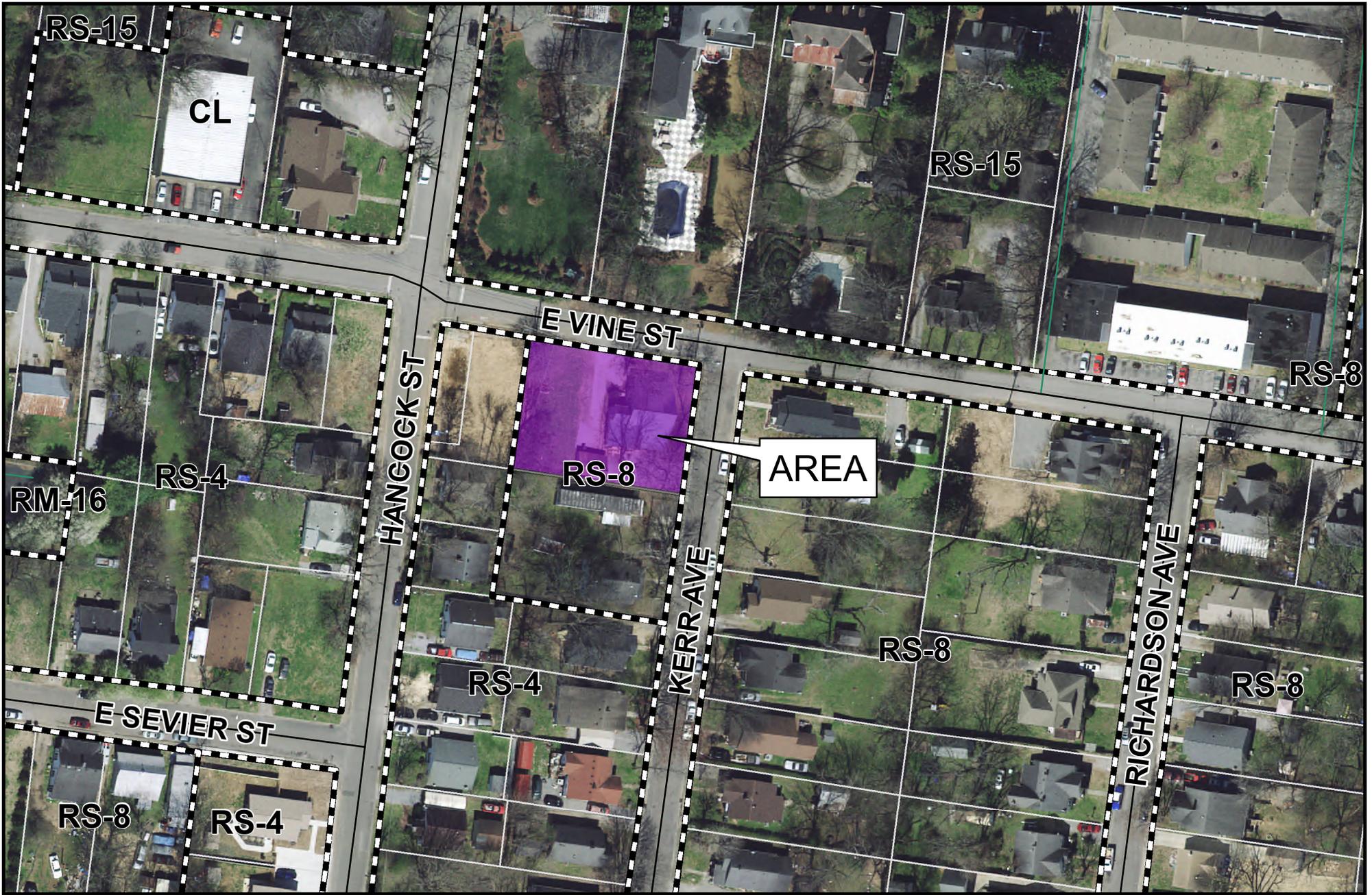




Zoning Request for Property Along East Vine Street and Kerr Avenue
RS-8 to RS-4

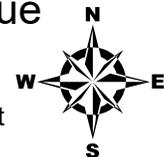


Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Zoning Request for Property Along East Vine Street and Kerr Avenue RS-8 to RS-4

Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov





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

Creating a better quality of life

Zoning & Rezoning Applications – other than rezoning to planned unit development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development, initial or amended	\$950.00

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 non-refundable application fee (prices listed above).

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

To be completed by applicant:

APPLICANT: Will Crunk

Address: 7112 Crossroads Blvd City/State/Zip: Brentwood, TN, 37027

Phone: 615-873-1795 E-mail address: will@crunkeng.com

PROPERTY OWNER: Dogwood Properties LLC

Street Address or property description: 712 E Vine St, Murfreesboro, TN 37130

and/or Tax map #: _____ Group: _____ Parcel (s): 091M-H-003.00-000

Existing zoning classification: RS-8

Proposed zoning classification: RS-4 Acreage: 0.30 Ac

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

E-mail: _____

APPLICANT'S SIGNATURE (required): *Will Crunk*

DATE: 10-17-2019

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

Date received: _____ MPC YR.: _____ MPC #: _____

Amount paid: _____ Receipt #: _____



TN SPC GPS
DERIVED NAD 83

FLOOD INSURANCE NOTE:
By graphics plotting only, this property is in **ZONE X** of the Flood Insurance Rate Map, Community Panel No.47149C026H effective date of 1/5/2007 Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property is NOT in a Special Flood Hazard Area.

GENERAL NOTES:

1. THIS PARCEL IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY AND EASEMENTS AS SHOWN OR ANY OTHER RIGHTS-OF-WAY AND EASEMENTS OR RESTRICTIONS EITHER RECORDED OR BY PRESCRIPTION THAT A TITLE SEARCH MAY REVEAL.
2. THIS SURVEY HAS BEEN MADE USING THE LATEST RECORDED DEEDS AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN THOSE SHOWN HEREON. THIS SURVEY IS SUBJECT TO THE FINDINGS OF A TITLE REPORT. THIS PARCEL IS SUBJECT TO ALL RESTRICTIONS, COVENANTS, AND EASEMENTS APPLICABLE.

ROGER R HOPKINS
704 E VINE ST
PAR 091M H 00200
ZONE : RS4

704

JAMES GOODMAN
203 HANCOCK ST
PAR 091M H 03800
ZONE : RS4

203

GUSSIE BELL SWAIN
202 206 KERR AVE
PAR 091M H 02600
ZONE : RS8

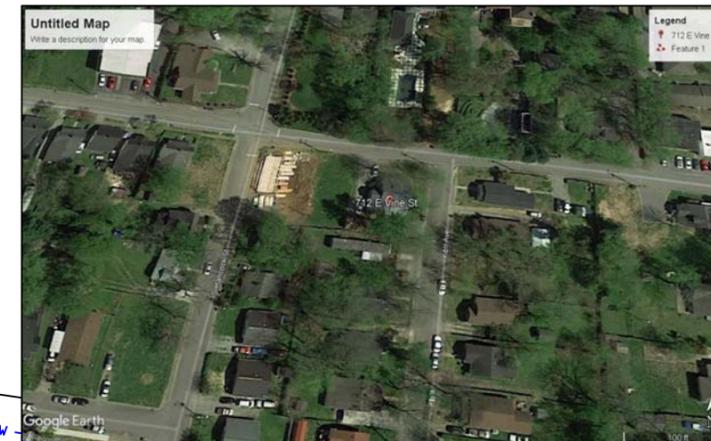
202

PROPERTY INFO:
JURISDICTION: MURFREESBORO
STREET NO: 712
STREET DIR: E
STREET NAME: VINE ST
CITY: MURFREESBORO
ZIP: 37130

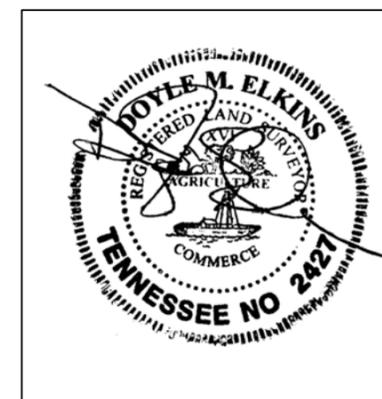
SUBDIVISION: BILBRO ADDITION ANNEX
SUB SECT: 0
SUB PHASE: 0
LOT: PT 1 & 2
PLAT BOOK: DB 68
PLAT PAGE: 279

N:549937.72
E:1855968.31
Z:616.13

N:549821.06
E:1855083.75
Z:619.41



VICINITY MAP NOT TO SCALE



I HEREBY CERTIFY THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION FOR THE UNADJUSTED SURVEY IS GREATER THAN 1:15,000 AS SHOWN HEREON.

BOUNDARY AND TOPOGRAPHIC SURVEY
PART OF LOT 1&2 BILBRO ADDITION TO MURFREESBORO
TENN

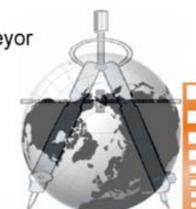
712 EAST VINE ST, MURFREESBORO
RUTHERFORD COUNTY, TN

PREPARED FOR:
APPALACHIAN CULTIVATION FUND LLC

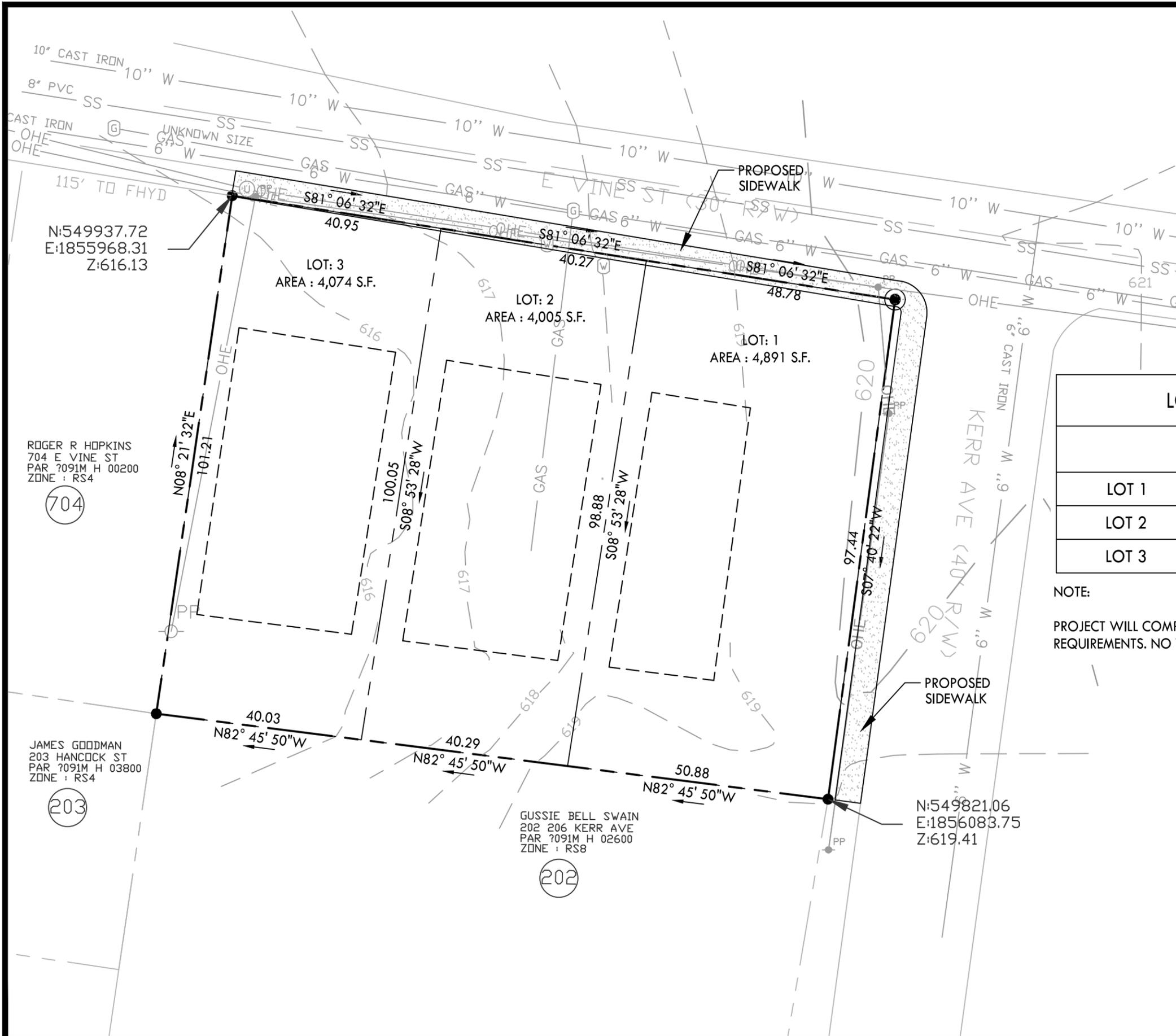
DATE	SCALE	SHEET	DRAWN BY	PROJECT
09/20/2018	1" = 20'	1 OF 1	M.A.F.A	18069

Doyle Elkins
Professional Land Surveyor
Registered in TN & AL

610 West College St. Suite 135
Murfreesboro, TN 37130
Phone: 615-907-8625
Fax: 615-907-5956
Cell: 931-636-2414
email: dme1962@yahoo.com



Drawing Path: P:\Projects\2019\19051 - 712 E Vine St\Construction\wre\spbase.dwg



SITE DATA TABLE:

SITE ACREAGE: 0.30 AC
 PARCEL #: 091M H 00300

EXISTING ZONING = RS-8 DISTRICT
 PROPOSED ZONING = RS-4 DISTRICT

SETBACK REQUIREMENTS

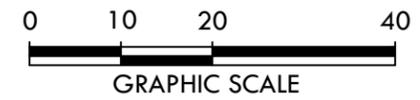
FRONT	25-FT
SIDE	5-FT
REAR	20-FT

MAXIMUM BUILDING HEIGHT = 35 FEET
 MAXIMUM LOT COVERAGE = 40%

LOT COVERAGE TABLE

	LOT AREA	MAX ALLOWABLE LOT COVERAGE
LOT 1	4891 SF	1956.4 SF
LOT 2	4005 SF	1602 SF
LOT 3	4074 SF	1629.6 SF

NOTE:
 PROJECT WILL COMPLY WITH ALL RS-4 ZONING REQUIREMENTS. NO VARIANCES WILL BE REQUIRED.



CRUNK ENGINEERING LLC
 1894 GENERAL GEORGE PATTON DRIVE
 SUITE 600
 FRANKLIN, TN 37067
 (615) 873-1795
 WWW.CRUNKENG.COM



712 E VINE STREET
 MURFREESBORO, TENNESSEE

10/17/19 19051

C1.0
 CONCEPT
 PLAN

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

6:00 P.M.

CITY HALL

Members Present

Kathy Jones, Chair
Ken Halliburton, Vice-Chair
Eddie Smotherman
Ronnie Martin
Warren Russell
Chase Salas
Jennifer Garland

Staff Present

Matthew Blomeley, Acting Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Amelia Kerr, Planner
Austin Cooper, Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Sam Huddleston, Executive Dir. Of Dev. Services
Jim Luebbering, Project Engineer

Chair Kathy Jones called the meeting to order after determining there was a quorum.

New Business

Mandatory Referral/Right-of-way abandonment [2019-726] to consider the abandonment of a small portion of Williams Drive right-of-way, Volunteer Behavior Health applicant. Ms.

Margaret Ann Green summarized the mandatory referral/right-of-way abandonment from the staff report, which had been provided to the Planning Commission in the agenda packet. Ms. Green made known before final approval the applicant would be required to address the following:

- The applicant must provide the City Legal Department any necessary documentation to prepare the quitclaim deed and for recording the quitclaim deed.
- A plat depicting the abandonment and relocation of the subject property must be recorded.
- Utility easements must be dedicated, as needed, to accommodate any existing utilities, including water and sewer mains.

Mr. Matt Taylor was in attendance to represent the applicant.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2019

Zoning application [2019-439] for approximately 0.3 acres located along East Vine Street and Kerr Avenue to be rezoned from RS-8 to RS-4, Will Crunk applicant. Ms. Amelia Kerr summarized the zoning application from the staff report, which had been provided to the Planning Commission in the agenda packet.

Mr. Will Crunk, the applicant, was in attendance for the meeting.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Kathy Jones closed the public hearing.

Mr. Ronnie Martin made a motion to approve subject to all staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Annexation plan of services and annexation petition [2019-515] for approximately 1.6 acres located along Yearwood Avenue, Greenland Partners, LLC applicant. Ms. Amelia Kerr summarized the annexation petition from the staff report, which had been provided to the Planning Commission in the agenda packet.

The Planning Commission requested additional information from the meeting with Rutherford County Road Board regarding right-of-way for Yearwood Avenue. Why was the annexation request for the right-of-way of Yearwood Avenue denied? Mr. Blomeley made known the Rutherford County Road Board had conducted a meeting on December 2, 2019. They had denied the annexation access onto Yearwood Avenue due to it being a substandard County road.

Chair Kathy Jones opened the public hearing.

1. **Mr. Mike Hughes - Rutherford County Engineer** – came forward making known the County Road Board had concerns with this proposal due to mixing commercial traffic into an established residential neighborhood. The County Road Board had denied the annexation of Yearwood Avenue and denied any driveway connection onto Yearwood

ORDINANCE 19-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 0.3 acres located along East Vine Street and Kerr Avenue from Single-Family Residential Eight (RS-8) District to Single-Family Residential Four (RS-4) District; Will Crunk, applicant [2019-439].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Four (RS-4) 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 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:

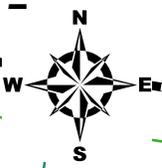
Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL



RS-1



RS-15

Ordinance 19-OZ-50

CL

RS-15

RS-4

E VINE ST

RS-8

Area Rezoned From RS-8 to RS-4

HANGOCK ST

E SEVIER ST

RS-4

RS-4

KERR AVE

RS-8

RICHARDSON AVE

RS-8

RS-8