

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 6:00 PM
August 20, 2020

PRAYER

Mr. Kirt Wade

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Airport Terminal Project Change Order (Airport)
2. Affordable Housing Program – 605 East Castle Street (Community Development)
3. Amend The Journey Home CBDG Acquisition of Rental Property 433 South Kings Highway (Community Development)
4. Amend Greenhouse Ministries Acquisition of Rental Property 222 South Bilbro Avenue (Community Development)
5. Community Investment Program Funds Transfers (Finance)
6. Amendment to Fire Helmets Contract (Fire Rescue)
7. Approval of Competitive Sealed Proposals for Procurement of Medical, Dental, and Pharmacy Benefit Providers (Human Resources)
8. Data Cabling (Schools)
9. Asphalt Purchases Report (Water Resources)
10. Final Change Order - Hobas Pipe Inspection (Water Resources)
11. GlobalCare Software Support Renewal (Water Resources)
12. Purchase Sole Source State Chemical (Water Resources)
13. Purchase of Zetag Polymer (Water Resources)

Old Business

Ordinance

14. Ordinance 20-O-23 Modification of the FY21 Budget to Incorporate Expenditure During FY21 (2nd and final reading) (Finance)

New Business

Resolution

15. Refinance City General Obligation Fixed Rate Debt (Finance)
 - a. Resolution 20-R-21

Land Use Matters

16. Amending the Victory Station PUD south of Franklin Road (Planning)
 - a. Public Hearing: Amend Victory Station PUD
 - b. Ordinance 20-OZ-25: First Reading
17. Amend the Zoning Ordinance regarding Section 26 (Planning)
 - a. Public Hearing: Amend Section 26 Zoning Ordinance
 - b. Ordinance 20-O-26: First Reading
18. Planning Commission recommendations to Schedule Public Hearings (Planning)

On Motion

19. Funding of Strategic Partnerships (Community Services)

20. Approve of Lease Agreement with Wee Care Day Care (Community Services)
21. Change Order Request for Stones River Greenway Ext Phase IV (Engineering)
22. Professional Services Contract for the Murfreesboro Transit Facility
(Transportation)
23. Northeast Regional Pump Station Task Order Amendment (Water Resources)
24. Energy Distribution System Optimizer (Water Resources)
25. Purchase and Installation of Energy Pump Asset Management System (Water Resources)

Licensing

Board & Commission Appointments

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Airport Terminal Project Change Order

Department: Airport

Presented by: Chad Gehrke, Airport Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Finalize purchases for the new Airport Terminal.

Staff Recommendation

Approve a Change Order in the amount of \$161,993 for the installation of FF&E which included expanding the following items: underground electrical conduit, low voltage, access control and security, and added site work. We can talk whenever you get a moment.

Background Information

Previously, Council approved a new Airport Terminal Project with a budget of \$5.8 m. The City contracted with Smith Design Build for the design and construction portion of the project with a contract amount of \$4,592,240. In addition to the design and construction costs, a portion of the overall project budget was set aside for furniture, fixtures, and equipment (FF&E) which the City would purchase separately.

Construction is nearing completion and it is the appropriate time to purchase certain items to provide essential items to operate in the Terminal. These items such as additional low voltage needs, security cabling, additional curb and asphalt, recessed cubies, and redesign services. In accordance with the contract terms, a change order is used to allocate the FF&E funds from the project budget in the amount of \$161,993.

Council Priorities Served

Responsible budgeting

In keeping with responsible management of the City's construction budgets, the Airport Terminal Project is slated for on-time/on-budget delivery.

Improve economic development

The City's new Airport Terminal will assist with economic development by presenting aviation visitors with a first-class impression of the City. Additionally, the Terminal provides another high-level amenity that will serve the community and thereby enhancing its economic development profile.

Fiscal Impact

The change order for \$161,993 is within the project budget and is funded.

Attachments

1. Application and certification for payment with associated Change Orders

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: (OWNER)
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

PROJECT:
Murfreesboro Municipal Airport Terminal
1930 Memorial Blvd.
Murfreesboro, TN 37129

APPLICATION NO: 9 DISTRIBUTION TO:
PERIOD TO: 6/30/2020 X OWNER
ARCHITECT'S MMA X ARCHITECT
PROJECT NO: X CONTRACTOR

FROM: (CONTRACTOR)
SMITH DESIGN/BUILD CORP., INC.
412 Golden Bear Court
MURFREESBORO, TN 37128

ARCHITECT:
Lowen + Associates
2700 Belmont Blvd.
Nashville, TN 37212

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the Contract Continuation Sheet, AIA G 703, is attached.

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ 286,663.22	\$0.00
approved this month		
Number	Description	
7	Tap Fees	\$ 5,154.00
8	Added Low Voltage Stubs	\$ 10,208.14
9	ADS Security installation	\$ 60,427.36
10	Fuel Wall Delete	\$ (5,705.00)
11	Extra Asphalt & Curbs	\$ 4,962.28
12	Sign Allowance	\$ (8,000.00)
13	Recessed Cubbies	\$ 3,295.15
14	Lanklink Low Voltage (Network All.)	\$ 62,039.86
15	MTSU Space Low Voltage	\$ 9,792.46
16	Added Security Cabling	\$ 12,142.17
17	Professional Redesigns	\$ 2,497.50
TOTALS	\$ 457,182.14	-\$13,705.00
Net change by Change Orders:		\$443,477.14

1 ORIGINAL CONTRACT SUM	\$4,592,240.00
2 Net change by change order	\$443,477.14
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$5,035,717.14
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$4,374,135.60
5 RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$218,706.78
b. .00 % of Stored Material (Column F from G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G 703)	\$218,706.78
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$4,155,428.82
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior certificate)	\$3,993,435.85
CURRENT PAYMENT DUE	\$161,992.97
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$880,288.32

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were were issued and payments received from the Owner, and that current payment shown herein is now due.

State of: Tennessee County of: Rutherford
Subscribed and sworn to before me this day of ,2020
Notary Public:
My Commission expires:

CONTRACTOR:

AMOUNT CERTIFIED \$161,992.97
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____ Date: _____

By: N/A Date:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights fo the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION FOR CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar
 Use Column I on Contracts where variable retainage for line items may apply.

RETAINAGE 5%

APPLICATION NO: 9
 APPLICATION DATE: 6/30/2020
 PERIOD TO: 6/30/2020
 PROJECT: MMA

A ITEM NO.	B DESCRIPTION OF WORK	C ORIGINAL SCHEDULED VALUE	D ADJUSTMENT	E CURRENT SCHEDULED VALUE	F WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D)	H TOTAL COMPLETED AND STORED TO DATE (D+E+F)	I % (G+C)	J BALANCE TO FINISH (C-G)	K RETAINAGE
					L FROM PREVIOUS APPLICATION (D-E)	M THIS PERIOD					
1	PRECONSTRUCTION SERVICES	57,500.00	0.00	57,500.00	57,500.00	0.00	0.00	57,500.00	100.00%	0.00	2,875.00
2	GENERAL CONDITIONS	196,660.59	0.00	196,660.59	167,613.24	0.00	0.00	167,613.24	85.23%	29,047.35	8,380.66
3	PROFESSIONAL DESIGN FEES	152,375.00	2,497.50	154,872.50	150,293.66	2,497.50	0.00	152,791.16	98.66%	2,081.34	7,639.56
4	INSURANCE AND BUILDERS RISK	35,610.66	0.00	35,610.66	35,610.66	0.00	0.00	35,610.66	100.00%	0.00	1,780.53
5	PERFORMANCE BOND	50,820.80	0.00	50,820.80	50,820.80	0.00	0.00	50,820.80	100.00%	0.00	2,541.04
6	BUILDING PERMITS	19,451.10	0.00	19,451.10	19,451.10	0.00	0.00	19,451.10	100.00%	0.00	972.56
7	ASBESTOS ABATEMENT	12,420.00	0.00	12,420.00	12,420.00	0.00	0.00	12,420.00	100.00%	0.00	621.00
8	DEMOLITION	25,816.02	0.00	25,816.02	25,816.02	0.00	0.00	25,816.02	100.00%	0.00	1,290.80
9	SITE MODEL AND LAYOUT	6,211.35	0.00	6,211.35	6,211.35	0.00	0.00	6,211.35	100.00%	0.00	310.57
10	MOBOLIZATION/EROSION CONTROL	12,072.08	0.00	12,072.08	12,072.08	0.00	0.00	12,072.08	100.00%	0.00	603.60
11	CLEARING AND CHIPPING	11,091.69	1,347.50	12,439.19	12,439.19	0.00	0.00	12,439.19	100.00%	0.00	621.96
12	SITE GRADING	131,449.93	71,383.21	202,833.14	202,833.14	0.00	0.00	202,833.14	100.00%	0.00	10,141.66
13	STORM DRAINAGE	58,879.18	0.00	58,879.18	58,879.18	0.00	0.00	58,879.18	100.00%	0.00	2,943.96
14	ASPHALT PAVING/EXTRUDED CURBS	214,862.80	4,962.28	219,825.08	132,231.00	4,962.28	0.00	137,193.28	62.41%	82,631.80	6,859.66
15	UNDERGROUND UTILITIES	27,821.47	194,207.51	222,028.98	222,028.98	0.00	0.00	222,028.98	100.00%	0.00	11,101.45
16	LANDSCAPING/IRRIGATION	111,198.10	0.00	111,198.10	79,500.00	0.00	0.00	79,500.00	71.49%	31,698.10	3,975.00
17	FENCING/GATES	15,000.00	0.00	15,000.00	4,500.00	0.00	0.00	4,500.00	30.00%	10,500.00	225.00
18	SITE CONCRETE/PAVERS	125,684.35	0.00	125,684.35	119,684.35	0.00	0.00	119,684.35	95.23%	6,000.00	5,984.22
19	SITE APPURTENANCES	7,730.30	-5,705.00	2,025.30	0.00	0.00	0.00	0.00	0.00%	2,025.30	0.00
20	CONCRETE FOUNDATIONS	171,018.80	0.00	171,018.80	171,018.80	0.00	0.00	171,018.80	100.00%	0.00	8,550.94
21	SLAB ON GRADE	112,559.70	0.00	112,559.70	112,559.70	0.00	0.00	112,559.70	100.00%	0.00	5,627.99
22	CONCRETE AND MASONRY REINFORCEMENT	37,429.05	0.00	37,429.05	37,429.05	0.00	0.00	37,429.05	100.00%	0.00	1,871.45
23	BRICK AND BLOCK WORK	317,932.45	0.00	317,932.45	317,932.45	0.00	0.00	317,932.45	100.00%	0.00	15,896.62
24	PRE-ENGINEERED STEEL MATERIAL	346,150.00	0.00	346,150.00	346,150.00	0.00	0.00	346,150.00	100.00%	0.00	17,307.50
25	STEEL ERECTION	238,050.00	0.00	238,050.00	238,050.00	0.00	0.00	238,050.00	100.00%	0.00	11,902.50
26	ROOF INSULATION MATERIAL	50,750.00	0.00	50,750.00	50,750.00	0.00	0.00	50,750.00	100.00%	0.00	2,537.50
27	ROOF INSTALLATION	62,100.00	0.00	62,100.00	62,100.00	0.00	0.00	62,100.00	100.00%	0.00	3,105.00
28	PARAPET COPING/TRIM METALS	50,600.00	0.00	50,600.00	35,500.00	0.00	0.00	35,500.00	70.16%	15,100.00	1,775.00
29	MISCELLANEOUS METALS/STAIRS	44,804.00	0.00	44,804.00	44,804.00	0.00	0.00	44,804.00	100.00%	0.00	2,240.20
30	LIGHT GAGE METAL FRAMING	367,817.50	0.00	367,817.50	322,650.00	0.00	0.00	322,650.00	87.72%	45,167.50	16,132.50
31	ROUGH CARPENTRY/BLOCKING	3,450.00	0.00	3,450.00	3,450.00	0.00	0.00	3,450.00	100.00%	0.00	172.50
32	STOREFRONT GLASS AND DOORS	229,285.85	0.00	229,285.85	153,000.00	0.00	0.00	153,000.00	66.73%	76,285.85	7,650.00
33	INTERIOR DOORS/FRAMES/HARDWARE	92,346.15	0.00	92,346.15	17,289.00	0.00	0.00	17,289.00	18.72%	75,057.15	864.45
34	ACOUSTICAL CEILINGS	83,823.50	0.00	83,823.50	27,094.00	0.00	0.00	27,094.00	32.32%	56,729.50	1,854.70
35	PAINTING	50,734.00	0.00	50,734.00	17,850.00	0.00	0.00	17,850.00	35.18%	32,884.00	892.50
36	SPECIALTIES/TOILET PARTITIONS	9,850.90	0.00	9,850.90	6,200.00	0.00	0.00	6,200.00	62.94%	3,650.90	310.00
37	FLAG POLES	6,773.50	0.00	6,773.50	6,773.50	0.00	0.00	6,773.50	100.00%	0.00	338.68
38	CASEWORK	26,122.25	3,295.15	29,417.40	5,500.00	3,295.15	0.00	8,795.15	29.90%	20,622.25	439.76
39	GRANITE COUNTERS	3,500.00	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
40	14" DIAMETER FEATURE FAN	8,337.50	0.00	8,337.50	7,837.00	0.00	0.00	7,837.00	94.00%	500.50	391.85
41	HVAC	268,350.00	0.00	268,350.00	253,712.00	0.00	0.00	253,712.00	94.55%	14,638.00	12,685.60
42	GAS PIPING	23,075.93	0.00	23,075.93	23,075.93	0.00	0.00	23,075.93	100.00%	0.00	1,153.80
43	FIRE SPRINKLER	90,850.00	0.00	90,850.00	83,837.00	0.00	0.00	83,837.00	92.28%	7,013.00	4,191.85
44	PLUMBING	116,150.00	0.00	116,150.00	105,362.00	0.00	0.00	105,362.00	90.71%	10,788.00	5,268.10
45	ELECTRICAL	386,400.00	0.00	386,400.00	311,575.00	0.00	0.00	311,575.00	80.64%	74,825.00	15,578.75

Change Order for Design-Build Project

PROJECT:
 Murfreesboro Municipal Airport Terminal
 1930 Memorial Blvd.
 Murfreesboro, TN 37129

CHANGE ORDER # 08

OWNER

DATE: 03/19/2020

DESIGN BUILDER

OWNER'S PROJECT NUMBER:

ARCHITECT

TO DESIGN-BUILDER:
 Smith Design/Build Corp., Inc.
 412 Golden Bear Court
 Suite B
 Murfreesboro, TN 37128

DESIGN-BUILD CONTRACT DATE: 3/17/2019

FIELD

DESIGN-BUILD CONTRACT FOR:

OTHER

The Design-Build Contract is changed as follows:
 Installation of additional low voltage stubs & power

Original Contract Sum	\$ 4,592,240.00
Net change by previously authorized Change Orders	\$ 291,817.22
Contract Sum Prior to Change Order #08	\$ 4,884,057.22
Amount of Current Change Order	\$ 10,208.14
Contract Sum To Date	\$ 4,894,265.36
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.

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

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

DESIGN-BUILDER *Smith Design/Build*

OWNER *City of Murfreesboro*

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

Typed Name

Typed Name

DATE

DATE

Change Order for Design-Build Project

PROJECT: Murfreesboro Municipal Airport Terminal 1930 Memorial Blvd. Murfreesboro, TN 37129	CHANGE ORDER # 09	OWNER <input checked="" type="checkbox"/>
	DATE: 03/19/2020	DESIGN BUILDER <input checked="" type="checkbox"/>
	OWNER'S PROJECT NUMBER:	ARCHITECT <input checked="" type="checkbox"/>
TO DESIGN-BUILDER: (Name and address) Smith Design/Build Corp., Inc. 412 Golden Bear Court Suite B Murfreesboro, TN 37128	DESIGN-BUILD CONTRACT DATE: 3/17/2019	FIELD <input checked="" type="checkbox"/>
	DESIGN-BUILD CONTRACT FOR:	OTHER <input type="checkbox"/>

The Design-Build Contract is changed as follows:

ADS Security installation of Access Controls, Burglar Alarm & Intercom System

Original Contract Sum	\$ 4,592,240.00
Net change by previously authorized Change Orders	\$ 302,025.36
Contract Sum Prior to Change Order #09	\$ 4,894,265.36
Amount of Current Change Order	\$ 60,427.36
Contract Sum To Date	\$ 4,954,692.72
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.

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

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

_____ DESIGN-BUILDER <i>Smith Design Build</i>	_____ OWNER <i>City of Murfreesboro</i>
_____ ADDRESS	_____ ADDRESS
_____ BY (Signature)	_____ BY (Signature)
_____ Typed Name	_____ Typed Name
_____ DATE	_____ DATE

Change Order for Design-Build Project

PROJECT: Murfreesboro Municipal Airport Terminal 1930 Memorial Blvd. Murfreesboro, TN 37129	CHANGE ORDER # 12	OWNER <input checked="" type="checkbox"/>
	DATE: 05/28/2020	DESIGN BUILDER <input checked="" type="checkbox"/>
	OWNER'S PROJECT NUMBER:	ARCHITECT <input checked="" type="checkbox"/>
TO DESIGN-BUILDER: (Name and address) Smith Design/Build Corp., Inc. 412 Golden Bear Court Suite B Murfreesboro, TN 37128	DESIGN-BUILD CONTRACT DATE: 3/17/2019	FIELD <input checked="" type="checkbox"/>
	DESIGN-BUILD CONTRACT FOR:	OTHER <input type="checkbox"/>

The Design-Build Contract is changed as follows:
Credit for sign allowance

Original Contract Sum	\$ 4,592,240.00
Net change by previously authorized Change Orders	\$ 361,710.00
Contract Sum Prior to Change Order #12	\$ 4,953,950.00
Amount of Current Change Order	\$ (8,000.00)
Contract Sum To Date	\$ 4,945,950.00
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.

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

When executing this Change Order, the Design-Builder represents that all changes to Project design impletmented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

DESIGN-BUILDER *Smith Design/Build*

ADDRESS

BY (Signature)

Typed Name

DATE

OWNER *City of Murfreesboro*

ADDRESS

BY (Signature)

Typed Name

DATE

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been

The Contract Time will be (increased) (decreased) (unchanged) by

\$	4,592,240.00
\$	357,005.15
\$	4,949,245.15
\$	62,039.86
\$	5,011,285.01

Original Contract Sum
 Net change by previously authorized Change Orders
 Contract Sum Prior to Change Order #14
 Amount of Current Change Order
 Contract Sum To Date

The Design-Build Contract is changed as follows:
 Installation of additional low voltage features. Voice/Data Cables, Coax/TV Locations, Camera Locations, WAP locations

<input checked="" type="checkbox"/>	OWNER	CHANGE ORDER # 14	DATE: 05/28/2020	TO DESIGN-BUILDER: (Name and address) Murfreesboro Municipal Airport Terminal 1930 Memorial Blvd. Murfreesboro, TN 37129
<input checked="" type="checkbox"/>	DESIGN BUILDER	OWNER'S PROJECT NUMBER:	DESIGN-BUILD CONTRACT DATE: 3/17/2019	Smith Design/Build Corp, Inc. 412 Golden Bear Court Suite B Murfreesboro, TN 37128
<input checked="" type="checkbox"/>	ARCHITECT	DESIGN-BUILD CONTRACT FOR:		
<input type="checkbox"/>	OTHER			

Change Order for Design-Build Project

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

DESIGN-BUILDER *Smith Design/Build*

ADDRESS

BY (Signature)

Typed Name

DATE

OWNER *City of Murfreesboro*

ADDRESS

BY (Signature)

Typed Name

DATE

Change Order for Design-Build Project

PROJECT: Murfreesboro Municipal Airport Terminal 1930 Memorial Blvd. Murfreesboro, TN 37129	CHANGE ORDER # 16	OWNER <input checked="" type="checkbox"/>
	DATE: 05/28/2020	DESIGN BUILDER <input checked="" type="checkbox"/>
	OWNER'S PROJECT NUMBER:	ARCHITECT <input checked="" type="checkbox"/>
TO DESIGN-BUILDER: (Name and address) Smith Design/Build Corp., Inc. 412 Golden Bear Court Suite B Murfreesboro, TN 37128	DESIGN-BUILD CONTRACT DATE: 3/17/2019	FIELD <input checked="" type="checkbox"/>
	DESIGN-BUILD CONTRACT FOR:	OTHER <input type="checkbox"/>

The Design-Build Contract is changed as follows:

Installation of additional Security cabling

Original Contract Sum	\$ 4,592,240.00
Net change by previously authorized Change Orders	\$ 428,837.47
Contract Sum Prior to Change Order #16	\$ 5,021,077.47
Amount of Current Change Order	\$ 12,142.17
Contract Sum To Date	\$ 5,033,219.64
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.

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

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

DESIGN-BUILDER *Smith Design/Build*

OWNER *City of Murfreesboro*

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

Typed Name

Typed Name

DATE

DATE

Change Order for Design-Build Project

PROJECT: Murfreesboro Municipal Airport Terminal 1930 Memorial Blvd. Murfreesboro, TN 37129	CHANGE ORDER # 17	OWNER <input checked="" type="checkbox"/>
TO DESIGN-BUILDER: (Name and address) Smith Design/Build Corp., Inc. 412 Golden Bear Court Suite B Murfreesboro, TN 37128	DATE: 06/03/2020	DESIGN BUILDER <input checked="" type="checkbox"/>
	OWNER'S PROJECT NUMBER:	ARCHITECT <input checked="" type="checkbox"/>
	DESIGN-BUILD CONTRACT DATE: 3/17/2019	FIELD <input checked="" type="checkbox"/>
	DESIGN-BUILD CONTRACT FOR:	OTHER <input type="checkbox"/>

The Design-Build Contract is changed as follows:

Redesign of rear patio, front Plaza, Monument sign, Charging kiosk, Reception desk, carpet replacement

Original Contract Sum	\$ 4,592,240.00
Net change by previously authorized Change Orders	\$ 440,979.64
Contract Sum Prior to Change Order #17	\$ 5,033,219.64
Amount of Current Change Order	\$ 2,497.50
Contract Sum To Date	\$ 5,035,717.14
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.

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

When executing this Change Order, the Design-Builder represents that all changes to Project design impletmented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

_____ DESIGN-BUILDER <i>Smith Design/Build</i>	_____ OWNER <i>City of Murfreesboro</i>
_____ ADDRESS	_____ ADDRESS
_____ BY (Signature)	_____ BY (Signature)
_____ Typed Name	_____ Typed Name
_____ DATE	_____ DATE

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Affordable Housing Program – 605 East Castle Street
Department: Community Development
Presented by: Sam A. Huddleston, Executive Director of Development Services

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

Allocation of Community Development Block Grant (CDBG) funds for home purchase down-payment assistance through the City's Affordable Housing Program.

Staff Recommendation

Approve the down payment assistance of \$10,000 using CDBG funds.

Background Information

The purchaser of a new home constructed at 605 East Castle Street, which is located directly behind Patterson Community Center, has applied for and is eligible for down payment assistance through the Affordable Housing Program. Down Payment Assistance is an eligible activity under the Affordable Housing Program and is consistent with the Community Development Action Plan.

Council Priorities Served

Responsible Budgeting

Funding new home purchases through federal CDBG funds benefits the City by utilizing federal grants to revitalize neighborhoods and increase the number of owner-occupied properties in low to moderate income areas.

Maintain Public Safety

This activity will provide housing to an income eligible household to purchase a home that is safe, sanitary, and affordable, which increases ownership investment in the community and decreases potential criminal activity.

Fiscal Impact

The \$10,000 expenditure is within the Community Development budget for the Affordable Housing Program with no impact on the General Fund budget.

Attachments

None

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Amend The Journey Home CBDG Acquisition of Rental Property
433 S. Kings Highway

Department: Community Development

Presented by Sam A. Huddleston, Executive Director of Development Services

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amend the Community Development Block Grant (CDBG) assistance to The Journey Home from July 30, 2020 Council Meeting for acquisition of rental property.

Staff Recommendation

Approve an amendment of the CDBG assistance to The Journey Home to include usual and customary closing costs.

Background Information

On July 30, 2020, Council approved \$100,000 CDBG funding for acquisition of low- and moderate-income rental housing by The Journey Home. In preparation for this activity, staff determined that usual and customary closing costs have been funded in past acquisitions and an amendment of the approval is needed to fund those for this activity. The amendment will increase the CDBG grant by \$3,000.

Council Priorities Served

Improve economic development

The purchase and upgrade of residential properties improves the property value of the community.

Maintain public safety

Safe and affordable housing assures low- and moderate-income residents avoid substandard housing conditions.

Fiscal Impact

The \$3,000 increase in expenditure is funded with CDBG funds allocated for Acquisition of Real Property. This funding has no impact on the General Fund.

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Amend Greenhouse Ministries Acquisition of Rental Property 222 S. Bilbro Avenue

Department: Community Development

Presented by Sam A. Huddleston, Community Development Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Amend the Community Development Block Grant (CDBG) assistance to Greenhouse Ministries from July 30, 2020 Council Meeting for acquisition of rental property.

Staff Recommendation

Approve an amendment of the July 30, 2020, CBDG assistance to Greenhouse Ministries to include usual and customary closing costs.

Background Information

On July 30, 2020, Council approved \$120,000 in CDBG funding for acquisition of low- and moderate-income rental housing by Greenhouse Ministries. In preparation for this activity, staff determined that usual and customary closing costs have been funded in past acquisitions and an amendment of an additional \$4,000 is needed to fund those for this activity.

Council Priorities Served

Improve economic development

The purchase and upgrade of residential properties improves the property value of the community.

Maintain public safety

Safe and affordable housing assures low- and moderate-income residents avoid substandard housing conditions.

Fiscal Impact

The \$4,000 increase in expenditure is funded with CDBG funds allocated for Acquisition of Real Property. This funding has no impact on the General Fund.

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Community Investment Program Funds Transfers

Department: Finance

Presented by: Melissa Wright

Requested Council Action:

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

Summary

Notification to Council of City Manager approved Community Investment Program (CIP) funds transfers.

Background Information

Funding for capital improvement projects is provided through borrowing. Funds are allocated to projects in the CIP that is approved annually by Council. Reallocation of these funds sometimes becomes necessary when circumstances change. Requests for CIP Funds Transfers are submitted to the City Manager for approval and then placed on the Consent Agenda to serve as notification to Council. The following CIP Funds Transfers have been approved:

Bradyville Pike

Transfer \$16,510 balance remaining from the Veterans Parkway / Barfield Intersection project to the Bradyville Road project.

Salt Bin Roof Replacement

Transfer the \$35,000 Street Paving funds to the Salt Barn Roof Replacement project.

Transit Center

Transfer \$800,000 from Stones River Greenway Phase 4 project to the Transit Center project.

Council Priorities Served

Responsible budgeting

CIP Fund Transfers reallocate available resources in an efficient manner after receiving City Manager approval.

Fiscal Impact

The transfers within the CIP Funds will have no effect on the CIP Funds balance.

Attachments

1. CIP Funds Transfer Request – Bradyville Pike
2. CIP Funds Transfer Request – Salt Bin Roof Replacement
3. CIP Funds Transfer Request – Transit Center



CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2012 TMBF

Transfer CIP funds from:

Transfer CIP funds to:

Veterans Pkw/Barfield Intersection \$ (16,510.14)

Bradyville Pike \$ 16,510.14

TOTAL TRANSFER \$ (16,510.14)

TOTAL TRANSFER \$ 16,510.14

Explanation: Funds were set aside for the purchase of right of way for the Veterans Parkway / Barfield Intersection. If future right of way purchases are needed, there are funds available in the Property Acquisition line in the 2018 Bond. It is requested that the \$16,510.14 balance in the Veterans Parkway / Barfield Intersection project be transferred to the Bradyville Pike project which is currently active.

[Signature]
 Budget Director Signature

8-7-20
 Date

Vicki Massey
 Reviewed by Finance

8-7-20
 Date

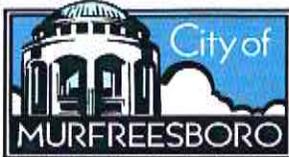
Approved

[Signature]
 City Manager

Declined

8-7-20
 Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



T E N N E S S E E

... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2019 Loan

Transfer CIP funds from:

Transfer CIP funds to:

Street Paving \$ (35,000.00)

Salt Bin Roof Replacement \$ 35,000.00

TOTAL TRANSFER \$ (35,000.00)

TOTAL TRANSFER \$ 35,000.00

Explanation: Salt Bin Roof Replacement was included in the FY20 CIP that was previously approved by Council. The FY20 CIP has not been funded so it is requested that the \$35,000 in the Street Paving line item in the current CIP be transferred to the Salt Bin Roof Replacement project.

[Signature]
Budget Director Signature

8-7-20
Date

[Signature]
Reviewed by Finance

8-7-20
Date

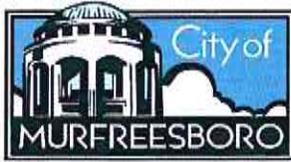
Approved

[Signature]
City Manager

Declined

8-7-20
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.



... creating a better quality of life

CIP Funds Transfer Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds.

CIP Loan 2019 Loan

Transfer CIP funds from:

Transfer CIP funds to:

Stones River Greenway Phase 4 \$ (800,000.00)

Transit Center \$ 800,000.00

TOTAL TRANSFER \$ (800,000.00)

TOTAL TRANSFER \$ 800,000.00

Explanation: It has been requested that funds be transferred from Stones River Greenway Phase 4
to Transit Center. After this transfer, the remaining balance for Stones River Greenway Phase 4 will be
\$1,076,280.78 and the available balance for the Transit Center will be \$1,019,708.28.

[Signature]
Budget Director Signature

8-10-20
Date

[Signature]
Reviewed by Finance

8-10-20
Date

Approved

[Signature]
City Manager

Declined

8-10-20
Date

Please send the original to Vicki Massey, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Amendment to Fire Helmets Contract

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

Amendment to fire helmets contract

Staff Recommendation

Approve amendment to fire helmets contract with G & W Diesel/EVS.

Background Information

MFRD purchases helmets on an annual rolling replacement schedule, for new employees and replaces helmets when necessary. The competitive purchasing process was followed for helmets, and the City entered into a contract with G & W Diesel/EVS on May 7, 2020. The agreement expired on June 30, 2020 and did not include an automatic renewal provision. The amendment includes an automatic renewal provision and a price escalation clause.

Council Priorities Served

Maintain public safety

Fire helmets are a necessity to assure safe and efficient operations and to provide the highest level of service to the community.

Fiscal Impacts

None. Contract amendment only. Funds to purchase helmets are appropriately budgeted for FY21.

Attachments

Amendment #1 to Contract

Agreement for Fire Helmets

**AMENDMENT #1 TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
G&W DIESEL SERVICE INC. / EMERGENCY VEHICLE SPECIALISTS
FOR FIRE HELMETS**

WHEREAS, on May 7, 2020, the City entered into a contract with G&W Diesel Service Inc. / Emergency Vehicle Specialists for the provision of Fire Helmets to the Murfreesboro Fire Department; and,

WHEREAS, the term of the contract between the City and Contractor is currently from May 7, 2020 to June 30, 2020, and does not include an automatic renewal provision; and,

WHEREAS, the Parties original intent was to include a renewal provision; and,

WHEREAS, the Parties agree that Clause 2 was intended to contain a provision stating that the term shall be automatically renewable for a term of one (1) year with four (4) additional one-year periods (for a total of up to five (5) years) per mutual agreement between City and Contractor; and,

WHEREAS, the Parties agree that price increases on items after the first automatic renewal period (July 1, 2020 to June 30, 2021) will be negotiable and subject to mutual agreement by the City and Contractor; and,

WHEREAS, price increases due to rising materials and labor costs shall be documented for City's reference; and,

WHEREAS, price increases for reasons other than documented rise in materials and labor shall be subject to comparison to an increase in inflation as measured by the Consumer Price Index; and,

WHEREAS, failure to reach agreement regarding price increase will render contract renewal clause void and require the submission of new bids from any and all interested vendors.

NOW THEREFORE, the City and Contractor enter into this amendment:

1. Clause 2, Term, is amended by inserting the following additional language immediately following the conclusion of the first sentence, "[T]he Agreement shall be automatically renewed on July 1, 2020 for a term of one year, and shall be automatically renewable for four (4) additional one year periods (for a total of up to five (5) years). The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. Successful bidder shall submit price increases prior to May 1 of each year (2021, 2022, 2023, and 2024) for approval and acceptance by the City Manager."
2. All other terms and conditions set forth in the Agreement remain unchanged and are in effect.

IN WITNESS WHEREOF, the parties enter into this Amendment as of _____, 2020 (the "Effective Date").

CITY OF MURFREESBORO

**G&W DIESEL SERVICE INC./EMERGENCY
VEHCILE SPECIALISTS**

By: _____
Shane McFarland, Mayor

By: Megan Walker
Megan Walker, Territory Sales Manager

Approved as to form:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney

Agreement for Fire Helmets

This Agreement is entered into and effective as of the 7th day of May 2020, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **G&W Diesel Service Inc. / Emergency Vehicle Specialists**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-19-2020 – Fire Helmets issued: 01/24/2020 (the "Solicitation");
- Contractor's Proposal dated: 02/14/2020 ("Contractor's Proposal");
- Contractor's Price Proposal dated: 02/14/2020 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to piping materials based on "ITB-19-2020 – Fire Helmets." listed under "Bid Specifications" of the ITB.

2. **Term.** The term of this Agreement commences on the Effective Date May 7, 2020 and expires on June 30, 2020 unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**
 - a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total purchase price of nine hundred forty-one dollars and ninety cents (\$941.90). The price breakdown is as follows:
 - \$642.39 for one (1) Phenix TL2 Helmet with Traditional T2 Leather front; and
 - \$299.51 for one (1) Phenix First Due Helmet with Traditional T2 Leather front.

Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents.

The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.

- b. Deliveries of TL2 Traditional Leather Helmets shall be made within 20-22 weeks of issuance of Purchase Order and Fire Due Helmets within 4-6 weeks of issuance of Purchase Order. Contact Person: Roger Toombs – Tel: 615-893-1422; email: rtoombs@murfreesborotn.gov. Delivery address: 1311 Jones Blvd., Murfreesboro, TN 37129. Contact Person must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Deliveries of all items shall be made as stated in the ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City’s property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
5. **Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers’ compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: “The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents.”
6. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:

Attn: Megan Walker
G&W Diesel Service Inc./Emergency Vehicle Specialists
892 Kansas Street
Memphis, TN 38106

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money

received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

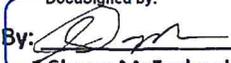
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
 - a. **The City and Proposer shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government Proposers and sub-Proposers to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
 - b. **The City and Proposer shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Proposers and sub-Proposers to employ and advance in employment qualified protected veterans.**

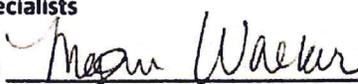
- c. **The City and Proposer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Proposers and sub-Proposers to employ and advance in employment qualified individuals with disabilities.**
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, pandemic, epidemic, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

- 21. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of May 7, 2020 (the "Effective Date").

CITY OF MURFREESBORO, TENNESSEE
DocuSigned by:
By: 
Shane McFarland, Mayor

G&W Diesel Service Inc./Emergency Vehicle Specialists
By: 
Megan Walker, Territory Sales Manager

APPROVED AS TO FORM:
DocuSigned by:

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 08/12/2020

Item Title: Approval of Competitive Sealed Proposals for Procurement of Medical, Dental, and Pharmacy Benefit Providers

Department: Human Resources

Presented by: Pam Russell, HR Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Approval of use of Request for Competitive Sealed Proposals (RFCSP) process to secure medical, dental, and pharmacy health benefit providers.

Background Information

The City’s current agreements for medical, dental, and pharmacy benefits expire on December 31, 2020. These benefits are offered to qualified employees and retirees on an annual basis.

The use of the RFCSP method allows the City to evaluate the qualifications of providers and selected the most qualified provider that provides the best service to the City’s employees. Proposals will be sought for three-year terms with an option to extend.

Council Priorities Served

Strong and Sustainable Financial and Economic Health

Use of the RFCSP method of procurement assures the most qualified vendor provides the best value to the City.

Fiscal Impact

None. Agreements will be brought to Council for approval at a later date. It is anticipated that the funds necessary for these agreements will be consistent with the budgeted amount for these expenses.

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Data Cabling
Department: City Schools
Presented by: Ralph Ringstaff, Interim Director of Schools

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 data cabling and installation.

Staff Recommendation

Approve purchase of data cabling and installation from Converged Networks, LLC.

Background Information

Council approved a request for funding data cabling and installation for City Schools on 07/09/2020.

These items are available for purchase for \$30,105 from Converged Networks, LLC. using the Federal E-Rate program and approved state contracts.

Council Priorities Served

Responsible budgeting

The Federal E-Rate program and approved state contracts is a cost-effective and required means of purchasing data cabling and installation.

Fiscal Impact

Funds of \$30,105 from Community Investment Program are available for this purchase.

Attachments

Contract for Services and/or products for E-Rate Funding Year 2020

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE FUNDING YEAR 2020
CONTRACT #CN-TEBCMCS-FY2020

This agreement is by and between the Murfreesboro City School District ("**District**") and *Converged Networks, LLC* ("**Service Provider**") for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2020 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence on April 1, 2020 and shall terminate on September 30, 2021 for non-recurring services. This contract can be renewed for four additional 1 year terms.

The contract may be subject to the Owner receiving E-rate funding in the form of a funding commitment decision letter in the amount requested and approval of The District's 2020-2021 budget. Prices must be held firm for the duration of the E-Rate Year fiscal year ending September 30, 2021 or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

- A. Service Provider holds a valid Service Provider Identification Number (SPIN) and is not "Red-Light Status" with the FCC.
- B. These services may depend on partial funding from the E-rate program.
- C. The District expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- D. Contract may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- E. The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- F. No E-rate USAC billing can take place before July 1, 2020. If District elects to take delivery after April 1, 2020 but prior to Receipt of a Funding Commitment Decision letter then District is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472)
- G. No installation work can take place before April 1, 2020.
- H. In the event of questions during the E-Rate audit process, Service Provider is expected to reply within 3 days to questions associated with their proposal.
- I. All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996 unless otherwise approved by District.
- J. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District.

- K. Service Provider will be responsible for procuring the discounted amount from the SLD unless District elects otherwise.
- L. In addition, District reserves the right to fund, or partially fund (proceed with project or purchase) regardless of E-rate approval.
- M. It is understood that, subject to state and local law, this contract is for 1 year with 4 voluntary annual renewals (5 years)
- N. District agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- O. District agrees to promptly respond to Service Certification requests. District agrees that a failure on its part to file a Service Certification in a timely manner will result in the loss of funding to the Service Provider and would therefore become liable for any unpaid amounts.
- P. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable.
- Q. A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. This includes delay or inability to secure products, parts, materials, fuel, supplies, equipment or power at reasonable prices or in sufficient amounts through usual sources of supply due to government action. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than 120 days, either party may terminate the Agreement.
- R. Payment for equipment due upon delivery.
- S. Payment for installation due upon receipt.

The Murfreesboro City School District agrees to pay the contract amount of \$150,525.00. See Attachment for the bill of materials.

Converged Networks, LLC:

SPIN: 143025136

Signature: 

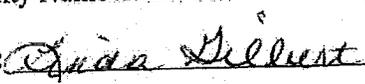
Printed Name: Michael Hauer

Title: Account Manager

Date: 4/23/2020

Murfreesboro City School District:

Billed Entity Number: 128241

Signature: 

Print Name: Linda Gilbert

Title: Director of Schools

Date: 4/21/20

Ben	Ben Name	FRN	FCC Form 471	Service Provider	Contract Number	Service Start Date	Contract Expiration Date	Award Date	Expiration Date (All Extensions)	Total Pre-Discount Charges	Discount Rate	E-Rate Committed Amount	MCS Committed Amt
128241	M'BORO CITY SCHOOLS	2099080113	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$9,450.00	80.00%	\$7,560.00	\$1,890.00
128241	M'BORO CITY SCHOOLS	2099080130	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$17,550.00	80.00%	\$14,040.00	\$3,510.00
128241	M'BORO CITY SCHOOLS	2099080149	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$18,900.00	80.00%	\$15,120.00	\$3,780.00
128241	M'BORO CITY SCHOOLS	2099080196	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$15,075.00	80.00%	\$12,060.00	\$3,015.00
128241	M'BORO CITY SCHOOLS	2099080222	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$10,575.00	80.00%	\$8,460.00	\$2,115.00
128241	M'BORO CITY SCHOOLS	2099080236	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$17,550.00	80.00%	\$14,040.00	\$3,510.00
128241	M'BORO CITY SCHOOLS	2099080254	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$17,550.00	80.00%	\$14,040.00	\$3,510.00
128241	M'BORO CITY SCHOOLS	2099080287	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$15,300.00	80.00%	\$12,240.00	\$3,060.00
128241	M'BORO CITY SCHOOLS	2099080306	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$10,350.00	80.00%	\$8,280.00	\$2,070.00
128241	M'BORO CITY SCHOOLS	2099080329	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$17,550.00	80.00%	\$14,040.00	\$3,510.00
128241	M'BORO CITY SCHOOLS	2099080344	201036734	Converged Networks, LLC	49071	7/1/2020	9/30/2021	2/29/2016	9/20/2025	\$675.00	80.00%	\$540.00	\$135.00
										\$150,525.00		\$120,420.00	\$30,105.00

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

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. Cost are appropriately budgeted.

Attachments

Asphalt Purchases Report

MWRD - OPERATIONS & MAINTENANCE

ASPHALT QUOTES

	Blue Water		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$49.00	\$61.00	\$48.50	\$60.50	\$58.00	\$67.50	
Aug	\$49.00	\$61.00	\$48.50	\$60.50	\$58.00	\$67.50	
Sep	\$49.00	\$61.00	\$48.50	\$60.50	\$58.00	\$67.50	
Oct	\$50.25	\$66.25	\$49.98	\$65.00	\$58.00	\$66.24	
Nov	\$50.25	\$62.50	\$48.50	\$61.25	\$56.84	\$65.96	
Dec	\$65.00	\$75.00	\$52.50	\$64.75	\$56.84	\$65.96	
Jan	\$65.00	\$75.00	\$47.50	\$60.50	\$56.84	\$65.96	
Feb	\$65.00	\$75.00	\$47.50	\$60.50	\$56.84	\$65.96	
Mar	\$65.00	\$75.00	\$47.50	\$60.50	\$56.84	\$65.96	
Apr	\$65.00	\$75.00	\$47.50	\$60.50	\$56.84	\$65.96	
May	\$65.00	\$75.00	\$54.78	\$62.88	\$55.78	\$63.88	
Jun	\$65.00	\$75.00	\$54.78	\$62.88	\$55.78	\$63.88	

MWRD OPERATIONS & MAINTENANCE

ASPHALT PURCHASES

<i>Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/23	DH	Hawkins	BM	\$48.50	23.97	\$1,162.55	\$1,162.55
7/23	DH	Hawkins	411E	\$60.50	8.00	\$484.00	\$1,646.55
7/23	DH	Hawkins	411E	\$60.50	54.06	\$3,270.63	\$4,917.18
7/26	DH	Hawkins	BM	\$48.50	71.84	3,484.24	\$8,401.42
7/29	DH	Hawkins	BM	\$48.50	90.02	4,365.97	\$12,767.39
7/30	DH	Hawkins	BM	\$48.50	79.41	3,851.39	\$16,618.77
7/30	DH	Hawkins	BM	\$48.50	72.00	3,492.00	\$20,110.77
7/31	DH	Hawkins	BM	\$48.50	85.00	\$4,122.50	\$24,233.27
8/27	DH	Hawkins	BM	\$48.50	80.67	\$3,912.50	\$28,145.77
8/27	DH	Hawkins	BM	\$48.50	7.98	\$387.03	\$28,532.80
8/28	DH	Hawkins	411E	\$60.50	10.04	\$607.42	\$29,140.22
8/29	DH	Hawkins	411E	\$60.50	15.97	\$966.19	\$30,106.40
10/31	DH	Hawkins	BM	\$48.50	10.00	\$485.00	\$30,591.40
10/31	DH	Hawkins	411E	\$60.50	14.04	\$849.42	\$31,440.82
10/31	DH	Hawkins	411E	\$60.50	10.09	\$610.45	\$32,051.27
11/25	DH	Hawkins	411E	\$61.25	20.03	\$1,226.84	\$33,278.10
12/23	DH	Hawkins	411E	\$64.75	14.00	\$906.50	\$34,184.60
12/31	DH	Hawkins	BM	\$52.50	88.02	\$4,621.05	\$38,805.65
12/31	DH	Hawkins	411E	\$64.75	9.89	\$640.38	\$39,446.03
1/31	DH	Hawkins	411E	\$60.50	11.99	\$725.40	\$40,171.43
2/17	DH	Hawkins	411E	\$60.50	6.00	\$363.00	\$40,534.43
3/20	DH	Hawkins	411E	\$60.50	15.02	\$908.71	\$41,443.14
3/30	DH	Hawkins	411E	\$60.50	15.19	\$919.00	\$42,362.13
3/31	DH	Hawkins	411E	\$60.50	18.02	1,090.21	\$43,452.34
5/21	DH	Hawkins	BM	\$47.50	5.13	243.68	\$43,696.02
6/16	DH	Hawkins	BM	\$47.50	80.04	3,801.90	\$47,497.92
6/19	DH	Hawkins	411E	\$60.50	37.98	2,297.79	\$49,795.71
6/19	DH	Hawkins	BM	\$47.50	89.90	4,270.25	\$54,065.96
6/22	DH	Hawkins	411E	\$60.50	15.05	910.53	\$54,976.48

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Hobas Pipe Inspection Results & Final Change Order

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Present the inspection results and approval of the final balancing change order.

Staff Recommendation

Approval of the Final Change Order.

Background Information

After having two pipe failures along our Southwest Sewer Interceptor, which is Hobas pipe, staff brought a Task Order (TO) to the August 2019 Board meeting for approval, through our Master Services Agreement with S&ME. The TO was to prepare bid specifications for televising/inspecting our Hobas Sewer Interceptor Sewer Mains 15 feet in depth and greater. Bids were received September 18th and the project was awarded to Vortex Services, LLC in the amount of \$185,402.

Vortex was able to complete the majority of the inspection in October, except for a portion of the interceptor under Hwy 99 (Salem Hwy) and 2 sewer segments upstream. These sections were full of debris due to a sag or other issue inside of the tunnel under Hwy 99. Right after Vortex completed this initial inspection, the wet weather began and it wasn't until early June that O&M felt comfortable that they could by-pass the sewer, clean the line and keep the remaining sewer inside the pipe down enough for Vortex to re-mobilize and attempt to finish the full scope of the work.

The inspection found five sewer segments that staff felt were critical and in need of repair prior to another winter season. Four of the five were found in October and S&ME has determined the best repair method is to install a cured in place liner for the length of each segment from manhole to manhole. These line segments have been placed in the 2020/2021 Sewer Rehabilitation Project for repairs, which is the next item on the agenda for approval. Since the fifth segment, being under Hwy 99, wasn't able to be televised until June, a repair method hasn't been determined. Staff is hopeful that we would be able to repair this segment as well prior to this coming winter season.

Since complete, the project is ready to close out and the final balancing change order is attached. The final change order increases the contract amount by \$9,430 as well as adds 242 days since the project was on hold by the Department due to wet weather.

Council Priorities Served

Maintain Public Safety

The Department was proactive in determining the condition of the sewer interceptors to avoid possible operational issues, service interruptions, and additional emergency repairs that could impact public health and safety.

Fiscal Impacts

Funding for this work was not budgeted, so funding was approved from the Department's working capital reserves. The change order increases the contract amount by \$9,430 for a final contract amount of \$ 194,831.

Attachments:

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



July 22, 2020

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

RE: HOBAS INSPECTION PROJECT – PAY APPLICATION NO. 2 & FINAL CHANGE ORDER

Dear Ms. Smith:

Please find attached the pay application listed above. We have reviewed the work submitted by the contractor and have reviewed the associated billed line items and have found no discrepancies.

Round 2 of the Lidar Inspection work was performed on June 17, 2020, and included the remaining pipes which were not completed during Round 1 inspections (October 2019) due to backwater within the pipe segments. The delay in the time between Round 1 and Round 2 inspections was due to wet weather periods which resulted in continuous increased flow levels within the pipe segments. The contractor was unable to complete the inspections during these conditions and was required to wait until drier periods when flow levels decreased.

MWRD O&M staff assisted the contractor during both Round 1 and Round 2 inspections by performing cleaning prior to the inspections. Additionally, as a result of the backwater conditions experienced during Round 1 inspections, MWRD crews set-up and maintained pumps to lower the flow level in a portion of the segments within the project area.

A field directive was issued and approved by MWRD staff such that the contractor could remain on-site while flows were being lowered to an acceptable level. A final change order is also attached which includes all additions and deducts relating to the project bid items.

Please let me know if you have any questions regarding this pay application and final change order.

Sincerely,

S&ME, INC.

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

Travis E. Wilson, PE
Principal Project Manager

CHANGE REQUEST FORM (CRF)

Owner Contract No. _____
 Project Name: Murfreesboro 2019 HOBAS Inspection Project
 Engineer: S&ME, Inc.
 Contractor: Vortex Services

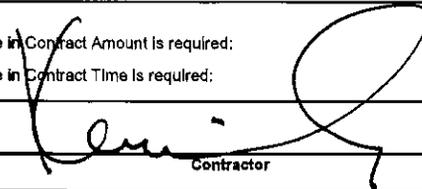
Requested By: Murfreesboro Water Resource Department
 Drawing: N/A
 Problem Desc: This CRF is to adjust final quantities from the original scope and additional quantities per MWRD staff.

Revised Scope Description/Details

Item No.	Description	Qty	Unit	Unit Price	Item Total
ADD					
1A	Mobilization	1	LS	\$6,500.00	\$6,500.00
1B	CCTV Team Standby for Bypass Set-up	4	EA	\$2,000.00	\$8,000.00
DEDUCT					
2A	MSI Inspection	755.6	LF	\$4.00	\$3,022.40
2B	PACP CCTV Data Post Processing/Report	755.6	LF	\$0.20	\$151.12
2C	MSI Condition Report Post Processing	755.6	LF	\$2.50	\$1,889.00
2D	Lidar X Section Report Post Processing	755.6	LF	\$0.01	\$7.55
2E	Reverse Setup	8	EA	\$0.01	\$0.08
3E	Reverse Setup	8	EA	\$0.01	\$0.08
CHANGE IN CONTRACT VALUE					\$9,429.77
ORIGINAL CONTRACT VALUE					\$185,401.66
REVISED CONTRACT VALUE AFTER CHANGE ORDER #1					\$194,831.43

Contractor Acknowledgement:
 No Change in Contract Amount is required. A Change in Contract Amount is required: \$9,429.77
 No Change in Contract Time is required. A Change in Contract Time is required: 242

 Architect / Engineer / Inspector / RPR



 Contractor

Proceed with Execution

Yes No _____

 Owner's Representative

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: GE iFix Support Renewal

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

Our GE GlobalCare software support will expire on August 7, 2020. The GE GlobalCare Support renewal includes technical support for any issues with the iFix application and software updates.

Staff Recommendation

Approve the purchase of the GE GlobalCare Support for 1 year.

Background Information

This software support renewal is for the GE iFix application that the Water and Wastewater Plants use to view and control the operations of the plant and remote sites. It is critical that this part of the control system continue to function as needed to enable the operators to monitor and control the processes.

Council Priorities Served

Maintain public safety

By allowing plant operators to work more efficiently in providing clean drinking water and clean water discharged to the river.

Fiscal Impact

Funding for the support would come from prepaid maintenance accounts for water and wastewater. Cost for 1-year renewal is \$30,154.

Attachments

GE iFix Support 2020

Remit Payment Only To:



By Electronic: Bank of America
1401 Elm Street 2nd Floor
Dallas TX, 75202
ABA Information: 111000012
Account Name: GE Digital LLC
Account Number: 4451103219

Primary SalesPerson **Ed Trainor**

Primary Sales Email Orders@automatech.com

Primary Sales Phone 508-830-0088 x 4

Vendor information: GE Digital LLC, 2700
Camino Ramon, San Ramon, CA, 94583

Quote #	BMIQ-04012020-370840
Quote Date	May 14, 2020
Expiration Date	Aug 7, 2020
Quote Revision	1
Currency	USD
Customer RFQ	
Payment Terms	Net Due in 30 Days

Bill To:	End User:
MURFREESBORO WATER PO BOX 1477 MURFREESBORO, TN 37133 US	MURFREESBORO WATER & SEWER 2032 BLANTON DRIVE MURFREESBORO, TN 37129-0000 US
Bill To CSN: 12364000	End User CSN: 13322900

IFIX									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-06441401-003-001			IF58PDUNLEN-S	iFix v5.8 Plus Development Unlimited Points English SCADA Synchronization		1	Premier	Aug 6, 2021	\$2,377.44
3-06441401-009-001			IF58PDUNLEN-S	iFix v5.8 Plus Development Unlimited Points English SCADA Synchronization Backup License		1	Premier	Aug 6, 2021	\$1,188.80
3-25348601-003-001			IF59PDUNLEN-SE	iFix v5.9 Plus Development Unlimited Points English SCADA Synchronization Electronic Signature		1	Premier	Aug 6, 2021	\$2,905.44
3-25348601-008-001			IF59PRUNLEN-SE	iFix v5.9 Plus Runtime Unlimited Points English SCADA Synchronization Electronic Signature Backup License		1	Premier	Aug 6, 2021	\$1,140.80
					TOTAL	4		Aug 6, 2021	\$7,612.48
IFIX Subtotal									\$7,612.48

DRIVER									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price

3-06441401-006-001			DR-G00P001	Drivers IGS- Industrial Gateway Server for Basic Points 1 Additional IGS Protocols		1	Premier	Aug 6, 2021	\$184.00
3-06441401-012-001			DR-G00P001	Drivers IGS- Industrial Gateway Server for Basic Points 1 Additional IGS Protocols Backup License		1	Premier	Aug 6, 2021	\$92.00
3-25345501-003-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags		1	Premier	Aug 6, 2021	\$184.00
3-25345501-006-001			DR-G00P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags Backup License		1	Premier	Aug 6, 2021	\$92.00
					TOTAL	4		Aug 6, 2021	\$552.00
DRIVER Subtotal									\$552.00

ICLIENT									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-06441401-015-001			IC58TSDEN-C015	iClient v5.8 Thin-Terminal Services Development English 15 Client		1	Premier	Aug 6, 2021	\$4,078.88
3-06441401-018-001			IC58TSDEN-C015	iClient v5.8 Thin-Terminal Services Development English 15 Client Backup License		1	Premier	Aug 6, 2021	\$2,039.36
3-25348601-013-001			IC59TSDEN-C017E	iClient v5.9 Thin-Terminal Services Development English 17 Client Electronic Signature		1	Premier	Aug 6, 2021	\$4,917.44
3-25348601-016-001			IC59TSDEN-C017E	iClient v5.9 Thin-Terminal Services Development English 17 Client Electronic Signature Backup License		1	Premier	Aug 6, 2021	\$2,458.72
					TOTAL	4		Aug 6, 2021	\$13,494.40
ICLIENT Subtotal									\$13,494.40

HISTORIAN									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-06441401-021-001			HS60E0000500000-M2	Historian v6.0 Enterprise 5000 Points Two Mirror		1	Premier	Aug 6, 2021	\$4,854.72
3-25348601-019-001			HS70S0000250000	Historian v7.0 Standard 2500 Points		1	Premier	Aug 6, 2021	\$2,184.80
					TOTAL	2		Aug 6, 2021	\$7,039.52
HISTORIAN Subtotal									\$7,039.52

PORTAL									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price

3-25348601-022-001			PO35E005	Portal v3.5 Enterprise 5 CALs		1	Premier	Aug 6, 2021	\$1,455.20
					TOTAL	1		Aug 6, 2021	\$1,455.20
PORTAL Subtotal									\$1,455.20

Total: \$30,153.60

Send Purchase Order and/or Correspondence to: ORDERS@AUTOMATECH.COM

PLEASE LIST THE FOLLOWING AS THE VENDOR ON YOUR PO:

GE Digital LLC
2700 Camino Ramon
San Ramon, CA 94583-9130

This Quote does not include any freight charges or applicable taxes. All Items are Commercial items. Please include the Quote Number from this document on your Purchase Order.

This order is expressly conditioned upon Customer's acceptance of the attached GE Terms and Conditions. GE Digital LLC is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE's terms attached hereto. GE's failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE's terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: State Chemical – Sole Source Purchase

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

Water Resources requests to make a sole source purchase of Pit Raider and Nutri Pro from State Industrial Products. These products have been utilized since 2013 to effectively diminish odors and reducing corrosive effects to manholes located in the Saratoga Drive and Kensington Drive areas.

Staff Recommendation

Approval to make a sole source purchase of Pit Raider and Nutri Pro odor control from State Industrial Products.

Background Information

In 2013, Operations and Maintenance noticed an increase in the number of odor complaints from the Saratoga Drive area. After investigating the matter, it was found the odor was coming from the Kensington Drive Pump Station which is fed by Tortuga Court Pump Station. The force main between these two pump stations is long and often experiences low velocity. These factors create an odorous and corrosive conditions.

Council Priorities Served

Establish Strong City Brand

Building positive relations between the department and our customers by effectively providing a solution to control odor and corrosive effects.

Responsible Budgeting

The continuous use of these products permits the department to lower the feed ratio into the system thus lowering the annual costs of the chemicals.

Fiscal Impacts

State Chemical pricing for the Pit Raider and Nutri Pro will remain the same through the FY 2020/2021. The department has budgeted \$50,000 in the *Operating Account Pump Station Operations - Odor Control*.

Attachments

State Chemical Products – Pricing Letter



Care for Work Environments®

July 18, 2020

Jimmy,

State Chemical pricing for 55 gallons for both Nutri Pro and Pit Raider for the City of Murfreesboro for the Fiscal year of 2020/2021 is as follows. During this period there will be no price increases on the product.

The price per product will be as follows:

Pit Raider D55 delivered price \$1427.90

Nutri Pro D55 delivered price \$408.75

Please feel free to contact me if you have any questions and as always it is a pleasure working with your team.

Best Regards,

Sherri Johnson
Territory Manager
615-972-5196 cell

Craig Adams
District a Sales Manager
State Industrial Products
855-386-8553

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: WRRF Zetag 8160 Polymer – Sole Source Purchase

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Sole Source purchase of Zetag 8160 Polymer.

Staff Recommendation

Approve the sole source purchase of Zetag 8160 Polymer from Solenis LLC.

Background Information

TDEC and the EPA require proper disposal of solids removed from the treatment process. In 2000, the WRRF began dewatering sludge. From the beginning, Fournier dewatering presses using Zetag 8160 Polymer have been effectively used to accomplish this task. Fournier exclusively uses Zetag 8160 Polymer and its effectiveness has been confirmed through In-House and independent testing. The estimated annual cost for polymer is \$190,000 and the per pound price over time is tabulated below:

Price/Pound	Effective Dates
\$1.75	Current to September 30, 2020
\$1.80	October 1, 2020 to September 30, 2022
\$1.85	October 1, 2022 to September 30, 2023

Council Priorities Served

Maintain public safety

Zetag 8160 Polymer is key to excellent dewatering and contributes to public safety by enabling environmentally appropriate disposal of waste solids.

Fiscal Impact

The expenses for Zetag 8160 Polymer are reflected in the Fiscal Year 2020-21 Operating Budget. The prices will be good through September 30, 2023.

Attachments

1. Sole Source Letter
2. Pricing Letter

Re: Sole Source

To Whom It May Concern:

This letter is written to confirm that Solenis LLC is the sole source manufacturer of the following product(s):

Zetag 8160

In addition to this product, Solenis also packages the Zetag 8160 to a specific package size of 500KG to complement the size/weight requirements the City of Murfreesboro, TN.

Our products contain unique formulations which make them among the best in the industry and they are protected by patents, trademarks and other service marks. These products are available only from Solenis LLC or its authorized agents, distributors and resellers.

For more information on Solenis products, please contact your authorized representative or visit: www.Solenis.com

Sincerely,

Your Solenis Team
2475 Pinnacle Drive
Wilmington, DE 19803

July 9, 2020

Mr. Greg Hicks
City of Murfreesboro
300 Southeast Broad Street
Murfreesboro, TN 37130
ghicks@murfreesborotn.gov

RE: Pricing for Zetag 8160

Solenis LLC is pleased to offer the following pricing for Zetag 8160:

PRODUCT	PRICE	EFFECTIVE DATES
ZETAG 8160 SSK NA 500KG	\$1.75	Current - September 30, 2020
ZETAG 8160 SSK NA 500KG	\$1.80	October 1, 2020 – September 30, 2022
ZETAG 8160 SSK NA 500KG	\$1.85	October 1, 2022 – September 30, 2023

Either party can terminate this agreement with 60 days written notice.

Solenis manufactures among the highest quality, most cost-effective polymers in the world and provides reliable technical service and sales support to our customers.

Thank you for the opportunity to continue to be your polymer supplier.

Sincerely,

Dan Iorio
Regional Sales Manager
Midwest, NA

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Budget Amendment Ordinance 20-O-23
[Second Reading]

Department: Finance

Presented by: Melissa Wright

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

Modification of the FY21 Budget to incorporate expenditure decisions made during the FY21.

Staff Recommendation

Amend Ordinance 20-O-23 before second reading, and then approve as amended.

Background Information

At the July 9, 2020 City Council meeting, Council approved the budget amendment, on first reading.

The exhibit attached includes revisions to the General Fund

General Fund – Community Development

The City is the collaborative applicant with H3ARC on planning and capacity building grants. Revenues are increasing by \$116,365 and expenditures are increasing by \$116,365. Therefore, the net change to the Budget is zero.

General Fund – Police Department

Due to COVID-19, the Department of Justice has awarded the Police Department a grant for the purchase of sanitization supplies and equipment and PPE. Revenues are increasing by \$116,665 and expenditures are increasing by \$116,665. Therefore, the net change to the Budget is zero.

Council approved the purchase of a Police Radio IP Logger at the August 12th workshop. Funds will be used from the Governor's Local Government Support Grant for the purchase. Revenues and expenses are increasing by \$350,000.

General Fund – Fire Department

In FY 2020 the Fire Department was awarded a grant from the Christy Houston Foundation. The grant was not fully spent in FY 2020 as originally anticipated, although all revenues were recognized during the previous fiscal year. Expenditures are increasing by \$17,984.

General Fund – Golf Department

The Tennessee Disability Coalition has awarded the Golf Department a grant in the amount of \$10,000 for the purchase of an adaptive golf cart which will allow those with physical disabilities greater access to play the sport. Revenues and Expenditures are increasing by \$10,000.

General Fund – Transportation Department

Council approved, at the August 12th workshop, using a portion of the Governor's Local Government Support Grant for the purchase of replacement Rover buses. Revenue and expenses are increasing by \$161,500.

Loan/Bond Fund

An error was discovered in the amount budgeted to Transfer to Debt Service. Expenditures for Capital Outlay is decreasing \$200,000 and Transfer to Debt Service expenditures are increasing \$200,000. Therefore, the net change to the Budget is zero.

Council Priorities Served

Responsible Budgeting

Presenting budget amendments ensures that the Financial Policies adopted by Council, which lay the groundwork for economic health, are maintained.

Fiscal Impacts

The proposed budget amendments will increase the use of fund balance by \$17,984 for the General Fund.

The proposed budget amendments have no impact on the Loan/Bond Fund.

Attachment:

Ordinance 20-O-23 and Exhibit A

ORDINANCE 20-O-23 amending the 2020-2021 Budget (1ST Amendment).

WHEREAS, the City Council adopted the 2020-2021 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 20-O-18, on June 10, 2020 to implement the 2020-2021 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2020-2021 Budget by this Ordinance to incorporate expenditure decisions made during the 2020-2021 fiscal year.

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

SECTION 1. The 2020-2021 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the Fiscal Year 2020-2021 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Fund				
<u>Revenues</u>				
Community Development	Federal Grants - HMIS		\$ 116,365.00	\$ 116,365.00
Police Department	Federal Grants	\$ 83,200.00	\$ 199,865.00	\$ 116,665.00
Golf Department	Other Grant Revenues		\$ 10,000.00	\$ 10,000.00
General Fund Revenues	Other State Revenue		\$ 511,500.00	\$ 511,500.00
				<u>\$ 754,530.00</u>
<u>Expenditures</u>				
Fire Department	Grant Expense		\$ 17,984.00	\$ 17,984.00
Community Development	Grants - HMIS		\$ 116,365.00	\$ 116,365.00
Police Department	Federal Grants	\$ 83,200.00	\$ 199,865.00	\$ 116,665.00
Police Department	Machinery & Equipment		\$ 350,000.00	\$ 350,000.00
Golf Department	Grants		\$ 10,000.00	\$ 10,000.00
Transportation Department	Transportation Equipment	\$ 900,000.00	\$ 1,061,500.00	\$ 161,500.00
				<u>\$ 772,514.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (5,472,958.00)	\$ (5,490,942.00)	(17,984.00)
Loan/Bond Fund				
<u>Revenues</u>				
		\$ -	\$ -	\$ -
				<u>\$ -</u>
<u>Expenditures</u>				
Loan/Bond Fund	Capital Outlay	\$ 42,000,000.00	\$ 41,800,000.00	\$ (200,000.00)
Loan/Bond Fund	Transfer to Debt Service	\$ 100,000.00	\$ 300,000.00	\$ 200,000.00
				<u>\$ -</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (41,600,000.00)	\$ (41,600,000.00)	-

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Refinance City General Obligation Fixed Rate Debt

Department: Finance

Presented by: Melissa Wright, Finance Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Refinance City General Obligation fixed rate debt

Staff Recommendation

Approve Resolution 20-R-21 authorizing the Refunding of fixed rate debt

Background Information

At the July 30, 2020 City Council meeting, staff presented a recommendation from the City's financial adviser, Cumberland Securities, to refinance the City of Murfreesboro PBA of Clarksville, Tennessee Loan Agreement, Series 2012B, dated October 15, 2012. This debt was used to finance construction, improvement, renovation and equipping of various facilities including Schools, Fire and Rescue, Transit, and Recreation. The debt was also used to construct and improve roads and acquire equipment for various departments including Police, Solid Waste, Fire and Streets. The proposed refunding complies with the City's adopted debt management policy since the proposed fixed rate bond issuance is designed to achieve savings. It is possible the refinancing of the remaining \$20.67 million of this debt could save the City between \$500,000 and \$1 million in budgeted principal and interest costs over the remaining term of the issuance.

By competitively selling these bonds, the City is positioned to lock in historically low fixed rates.

Council Priorities Served

Responsible budgeting

Responsible budgeting is achieved by reducing the City's interest rate exposure.

Fiscal Impact

Refunding this debt could result in estimated savings for General Fund between \$500,000 and \$1 million over the remaining term of the issuance.

Attachments

Resolution No. 20-R-21

RESOLUTION NO. 20-R-21 a resolution authorizing the issuance of general obligation refunding bonds of the City of Murfreesboro, Tennessee in the aggregate principal amount of not to exceed \$21,150,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds

WHEREAS, pursuant to Sections 12-10-101, et seq., Tennessee Code Annotated, as amended, the City of Murfreesboro, Tennessee (the “Municipality”) entered into a Loan Agreement dated October 15, 2012 (the “Loan Agreement”), by and among The Public Building Authority of the City of Clarksville, Tennessee (the “Authority”), the Municipality and Banc of America Public Capital Corp. (the “Purchaser”), which was funded from the proceeds of the Authority’s Local Government Loan Program Bond, Series 2012B (City of Murfreesboro Loan), dated October 15, 2012 (the “Authority Bond”); and

WHEREAS, pursuant to the Loan Agreement, the Authority made a loan to the Municipality for the purpose of funding various public works projects; and

WHEREAS, the Loan Agreement may be refinanced to achieve debt service savings; and

WHEREAS, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds to refund, redeem or make principal and interest payments on bonds or other debt obligations previously issued by said municipalities; and

WHEREAS, a plan of refunding has been submitted to the Director of the Division of Local Government Finance (the “State Director”) as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report is attached hereto as Exhibit A; and

WHEREAS, the City Council of the Municipality (the “Governing Body”) hereby determines that it is necessary and advisable to refund all or a portion of the Loan Agreement by the issuance of general obligation refunding bonds; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed \$21,150,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

SECTION 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

SECTION 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means the not to exceed \$21,150,000 General Obligation Refunding Bonds of the Municipality, to be issued in one or more series and dated

their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) "Governing Body" means the City Council of the Municipality.

(i) "Mayor" shall mean the Mayor of the Municipality.

(j) "Municipal Advisor" means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(k) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

SECTION 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, are consistent with the Municipality's Debt Management Policy. Preliminary estimated debt service is attached hereto as Exhibit B, subject to change by the Mayor, as permitted by Section 8 hereof.

SECTION 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) prepay, in whole or in part, the Loan Agreement, including accrued interest and premium, and in turn, the Authority Bond, and (ii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation refunding bonds of the Municipality in the aggregate principal amount of not to exceed \$21,150,000. The Bonds shall be issued in one or more series, as fully registered certificated Bonds or in fully registered, book-entry form, without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds", shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate

permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on February 1 and August 1 in each year, commencing February 1, 2021. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on February 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2021 through 2028, inclusive. Attached hereto as Exhibit B is a preliminary estimated debt service schedule for the Bonds; provided, however, such schedule may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds are not subject to redemption prior to maturity at the option of the Municipality.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60)

days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). If DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the “Regular Record Date”) by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the

obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are not registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may

make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Recorder.

(j) If the Bonds are issued using a Book-Entry System, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. If a Book-Entry System is employed, one Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. A Book-Entry System, if employed, shall evidence ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC. Unless the text expressly or by necessary implication requires otherwise, references in this Subsection to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that the Bonds are issued through a Book-Entry System and (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests

or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) If a Book-Entry System is used, the Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds registered in the name of the owner without the utilization of DTC and the Book-Entry System.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the

issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

SECTION 5. Source of Payment. The Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

SECTION 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF MURFREESBORO, TENNESSEE
GENERAL OBLIGATION REFUNDING BOND, SERIES [2020C]

Interest Rate: Maturity Date: Date of Bond: CUSIP
No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Murfreesboro, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Rutherford County, Tennessee, hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [February 1, 2021], and semi-annually thereafter on the first day of [February and August] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the [designated corporate trust] office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such

Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall not be subject to redemption prior to maturity at the option of the Municipality.]

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be

selected by the Registration Agent in such manner as is provided in the Resolution, as defined below. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

[Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). [As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption.] From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give

immediate notice to the Depository [or the affected Bondholders] that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated office of the Registration Agent, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to (i) prepay its Loan Agreement dated October 15, 2012, by and among The Public Building Authority of the City of Clarksville, Tennessee, the Municipality and Banc of America Public Capital Corp., and (ii) pay costs incident to issuing the Bonds, pursuant to 9-21-101 *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on August 20, 2020 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF MURFREESBORO, TENNESSEE

By: FORM ONLY
Mayor

(SEAL)

ATTESTED:

FORM ONLY
City Recorder

Transferable and payable at the
designated corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Murfreesboro, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

SECTION 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the

Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

SECTION 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(b) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than February 1, 2021, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to, establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein and allowable for the prepayment of the Loan Agreement pursuant to Section 9-21-904, Tennessee Code Annotated, as amended; and (B) the final maturity date of each series shall not be after fiscal year ended June 30, 2028.

(5) add or adjust the Municipality's optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) prepay less than all of the Loan Agreement; and

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, including any series thereof, (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and/or (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, if any, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(e) The Mayor and City Recorder are authorized to cause the Bonds, in fully registered certificated or book-entry form, to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an Official Statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds.

SECTION 9. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be deposited with the Purchaser, or with such other person permitted pursuant to the Loan Agreement and the Authority Bond, and used to prepay the Loan Agreement and, in turn, the Authority Bond, and the remaining proceeds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit, if any, or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. If the Mayor, in consultation with the Municipal Advisor, determines that it is necessary or appropriate to utilize a refunding escrow to provide for the retention and investment of Bond proceeds pending their application to the prepayment of the Loan Agreement, the Mayor is authorized to select a refunding escrow agent and enter into a refunding escrow agreement for that purpose; in which case, the proceeds of the Bonds to be used for the prepayment of the Loan Agreement shall be deposited to the escrow fund so established.

SECTION 10. Official Statement. The Mayor, City Manager and City Recorder of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, City Manager and City Recorder of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in any Preliminary Official Statement prepared, as shall be consistent with this resolution and necessary or desirable to complete the Preliminary Official Statement as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, City Manager and City Recorder of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, City Manager and City Recorder of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem any Preliminary Official Statement and Official Statement for the Bonds in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing provisions of this Section, if the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds, as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

SECTION 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent

to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

SECTION 12. Federal Tax Matters Related to the Bonds.

(a) Except as hereinafter provided, the Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. Notwithstanding anything herein to the contrary, if the Mayor determines, in consultation with the Municipal Advisor and Bond Counsel, that all or a portion of the Projects cannot be refinanced with proceeds of federally tax-exempt bonds pursuant to the requirements of the Code, the Bonds refinancing said Projects will be issued as federally taxable bonds, and all documents authorized herein shall be conformed accordingly.

(b) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds and to administer the Municipality’s Federal Tax Compliance Policies and Procedures with respect to the Bonds, if applicable.

SECTION 13. Continuing Disclosure. If and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds, the Municipality hereby covenants and agrees that it will provide annual financial information and event notices to the appropriate information repositories. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 14. Prepayment of the Loan Agreement. The Mayor, the City Recorder, and the City Manager, or any of them, are hereby authorized and directed to take all steps necessary to (i) prepay the Loan Agreement, in accordance with the terms thereof, including, but not limited to, the execution and delivery of prepayment notices, and (ii) direct the redemption of the Authority Bond.

SECTION 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

SECTION 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Passed: _____

M. Shane McFarland, Mayor

ATTEST:

Melissa B. Wright
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

EXHIBIT A

STATE REPORT ON PLAN OF REFUNDING

(Attached)



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

**Report of the Director of the Division of Local Government Finance
Concerning the Proposed Issuance of
General Obligation Refunding Bonds, Series 2020C
City of Murfreesboro, Tennessee**

This report is being issued pursuant to T.C.A. § 9-21-903 and is based upon information as presented in a plan of refunding (the "Plan") received by our office on July 30, 2020, from the City of Murfreesboro (the "City"). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs, risks, and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee.

This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be refinanced or remain outstanding until their respective dates of maturity. This report does not address compliance with federal tax regulations and is not to be relied upon for that purpose. The City should discuss these issues with bond counsel. This report and the City's Plan must be presented to the governing body prior to the adoption of a refunding bond resolution.

Refunding Analysis

At the request of the City Manager, our office has reviewed the City's Plan, as required by TCA § 9-21-903, and provides the following analysis based upon the assumptions outlined in the Plan:

The City intends to issue by competitive sale approximately \$20,940,000 General Obligation Refunding Bonds, Series 2020C (the "Series 2020C Refunding Bonds"), priced at par to current refund: \$20,671,000 Public Building Authority of the City of Clarksville, Tennessee Loan Agreement, Series 2012B, dated October 15, 2012, maturing October 1, 2021 through October 1, 2027 (the "Refunded Loan").

- The City's objective for the refunding is to achieve debt service savings.
- Estimated net present value savings are \$1,025,346 or 4.96% of the refunded principal amount of \$20,671,000.
- The final maturity of the Series 2020C Refunding Bonds does not extend beyond the final maturity of the Refunded Loan.
- The proposed structure of the Series 2020C Refunding Bonds is not balloon indebtedness as defined in T.C.A. § 9-21-134.
- Estimated costs of issuance are summarized below. The price per bond is based upon the par amount of \$20,940,000 for the Series 2020C Refunding Bonds:

Letter to the City of Murfreesboro – General Obligation Refunding Bonds Report
 August 6, 2020
 Page 2

	Amount	Price Per \$1,000 Bond
Underwriter's Discount	\$ 160,255.00	\$ 7.65
Municipal Advisor (Cumberland Securities, Inc.)	50,000.00	2.39
Bond Counsel (Bass Berry & Sims)	27,500.00	1.31
Rating Agency Fees	19,550.00	0.93
Miscellaneous	<u>11,695.00</u>	<u>0.56</u>
	\$ 269,000.00	12.85

Changes to the Structure of the Repayment Schedule

If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the City must submit a Plan of Balloon Indebtedness to the Director of the Division of Local Government Finance for approval prior to the City adopting the resolution authorizing the issuance of the debt.

Financial Professionals

The Plan was prepared with the assistance of the City's financial advisors, Cumberland Securities Inc. Financial advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests.

The Municipal Securities Rulemaking Board (MSRB) establishes rules and notices that municipal advisors and underwriters must follow when engaging in municipal securities transactions and advising investors and local governments. To learn more about the obligations of the City's underwriter and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

Plan Assumptions

The assumptions of the Plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by our office. This report provides non assurances of the reasonableness of the underlying assumptions. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale. The Series 2020C Refunding Bonds may be issued with a structure different from that of the Plan.

Debt Management Policy

The City has adopted a debt management policy and has indicated in its Plan that the proposed refunding transaction complies with the City's policy.

Requirements After the Refunding Bonds Have Been Issued

We have included a listing of certain compliance requirements your local government will be responsible for once the bonds are issued. The listing is not all inclusive and you should work with

Letter to the City of Murfreesboro – General Obligation Refunding Bonds Report
August 6, 2020
Page 3

your municipal advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

Effective Date for this Report

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the City's governing body to review prior to adopting a new authorizing resolution for the refunding bonds.



Betsy Knotts
Director of the Division of Local Government Finance
Date: August 6, 2020

Enclosure: Requirements After Debt is Issued

EXHIBIT B

ESTIMATED DEBT SERVICE

City of Murfreesboro, Tennessee
General Obligation Refunding Bonds, Series 2020C

Date	Principal	Estimated Coupon	Interest	Total P+I	Fiscal Total
02/01/2021	150,000.00	0.400%	39,902.10	189,902.10	
06/30/2021					189,902.10
08/01/2021			59,058.50	59,058.50	
02/01/2022	2,925,000.00	0.450%	59,058.50	2,984,058.50	
06/30/2022					3,043,117.00
08/01/2022			52,477.25	52,477.25	
02/01/2023	2,940,000.00	0.470%	52,477.25	2,992,477.25	
06/30/2023					3,044,954.50
08/01/2023			45,568.25	45,568.25	
02/01/2024	2,955,000.00	0.520%	45,568.25	3,000,568.25	
06/30/2024					3,046,136.50
08/01/2024			37,885.25	37,885.25	
02/01/2025	2,965,000.00	0.550%	37,885.25	3,002,885.25	
06/30/2025					3,040,770.50
08/01/2025			29,731.50	29,731.50	
02/01/2026	2,985,000.00	0.580%	29,731.50	3,014,731.50	
06/30/2026					3,044,463.00
08/01/2026			21,075.00	21,075.00	
02/01/2027	3,000,000.00	0.650%	21,075.00	3,021,075.00	
06/30/2027					3,042,150.00
08/01/2027			11,325.00	11,325.00	
02/01/2028	3,020,000.00	0.750%	11,325.00	3,031,325.00	
06/30/2028					3,042,650.00
	20,940,000.00		554,143.60	21,494,143.60	

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Amending the Victory Station PUD south of 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

Amend the Victory Station PUD on approximately 32.6 acres located south of Franklin road and east of Rucker Lane.

Staff Recommendation

Conduct a public hearing and enact the ordinance amending the zoning as requested.

The Planning Commission recommended approval of the rezoning.

Background Information

Swanson Development, LP presented a zoning application [2020-407] to amend the Victory Station PUD (Planned Unit District) zoning on approximately 32.6 acres located south of Franklin Road. During its regular meeting on July 8, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This zoning amendment will create additional flexibility regarding the permitted uses in this PUD as the owner attempts to market the property, potentially creating jobs and generating increased property and sales tax revenues upon development.

Attachments:

1. Ordinance 20-OZ-25
2. Maps of the area
3. Planning Commission staff comments and minutes from 07/08/2020 meeting
4. Letter from applicant detailing proposed PUD amendment
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 8, 2020
Project Planner, Marina Rush**

- 5.a. Zoning application [2020-407] to amend the Victory Station PUD to modify the use chart on approximately 32.6 acres located south of Franklin Road and east of Rucker Lane, Swanson Development applicant.**

The applicant, Swanson Development, is requesting to amend the Victory Station Planned Unit District (PUD) zoning. The entire Victory Station PUD is approximately 130 acres and straddles both sides of Franklin Road. The portion proposed to be amended is 32.6 acres of the PUD located south of Franklin Road and includes Parcels J, K, Q, R, V and O-2. The property is identified as Tax Map 92, Parcels 118.00 and 118.02 and Tax Map 100, Parcel 009.02.

Adjacent Zoning and Land Uses

The properties to the west of the PUD across Rucker Lane are zoned RS-15, RS-10 (Single-Family Residential Districts), and RM (Medium Density Residential District – unincorporated County) and are developed with single family homes and a church. To the south of the PUD is zoned RS-10 and developed with single family homes. The properties to the east and north not in the Victory Station PUD are in the unincorporated portion of Rutherford County and zoned RM. The adjacent land uses are agriculture, vacant land, and single-family residential.

Request for PUD Zoning Amendment

The Victory Station PUD was approved by the City Council in 2000 and subsequently amended several times, most recently in March 2018 to add uses to the Uses Permitted Chart. For this proposed amendment, the applicant wishes to combine Parcels J and K and Parcels Q and R due to their proximity and nearly identical uses permitted, as well as add some new uses to Parcels O-2 and V. Also, the amendment would add the building at 3781 Franklin Road to Parcel O-2 of the PUD. The building is located within the PUD zoning, but the “parcel” it belongs to in the PUD has never formally been identified. The building was previously used as a volunteer fire station and has since been converted into a multi-tenant commercial building.

Attached to this staff report is the Victory Station PUD map depicting the location of each parcel, an excerpt with just the affected parcels is below. Also attached to

the staff report is the proposed Amended Use Chart where the “N” denotes the new uses proposed and “X” denotes the uses currently permitted.

Victory Station Parcels J/K, Q/R, O2 and V



TO BE PROVIDED ON BOTH SIDES OF ALL
 LEVARDS
 CHART FOR ALL ALLOWABLE USES IN THE
 S

Table 1: Combine Parcels J and K

Uses Permitted	Parcel J	Parcel K
Gas Station	X	N
Pawn Shop	N	X
Telephone Service	N	X
Self-storage facility	N	X
Wholesale establishment	N	X

Table 2: Combine Parcels Q and R

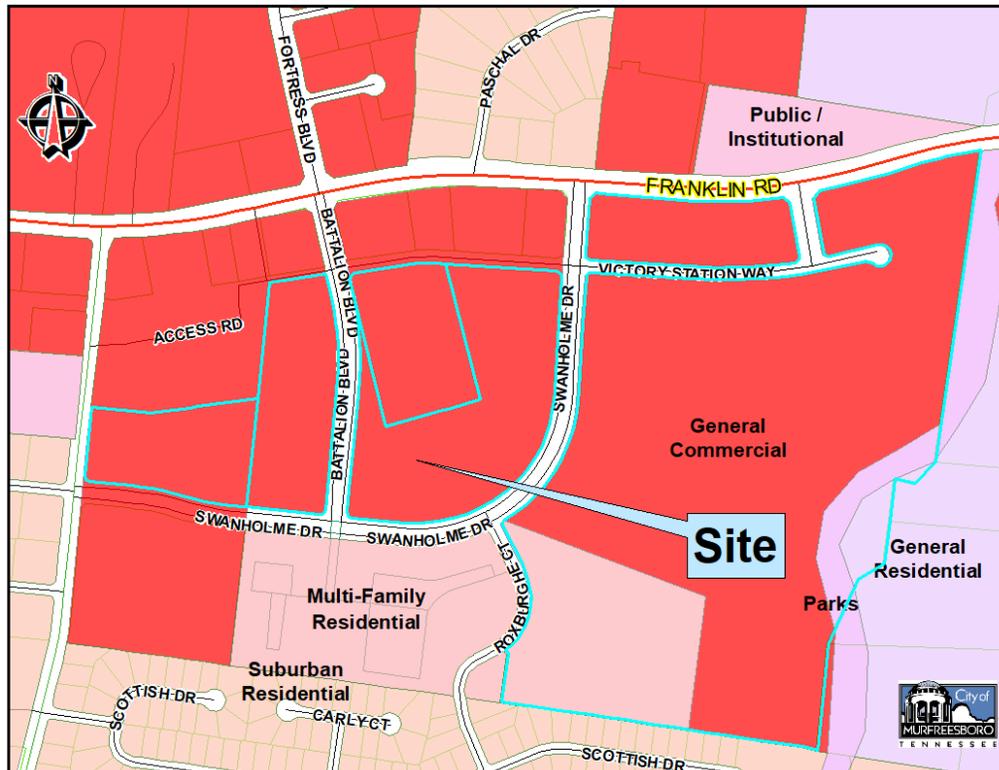
Uses Permitted	Parcel Q	Parcel R
Single-Family Attached	N	X
Senior Citizens Center	N	N
Motor Vehicle Service (excludes body shop, no outdoor storage, no bay doors face ROW)	X	N
Pharmacies	X	N
Motel	Remove use from chart	

Table 3: Add New Uses Parcels O-2 and V

Uses Permitted	Parcel O-2	Parcel V
Senior Citizens Center	N	N
Coffee, food, beverage kiosk	N	-
Greenhouse or nursery	N	-
Kennels	N	-
Pet Funeral Home	N	-
Fireworks temporary stand	N	-
Nursery School	X	N
Public Building	X	N
Amusement, indoor	X	N
Business School	X	N
Commercial Center	X	N
Funeral Home	X	N
General Service and Repair	X	N
Glass pane, plate and window	X	N
Laboratories, medical and testing	X	N
Laundries, self service	-	N
Restaurants, drive-in, specialty, and specialty limited	X	N
Veterinary hospital	X	N
Brewery	X	N

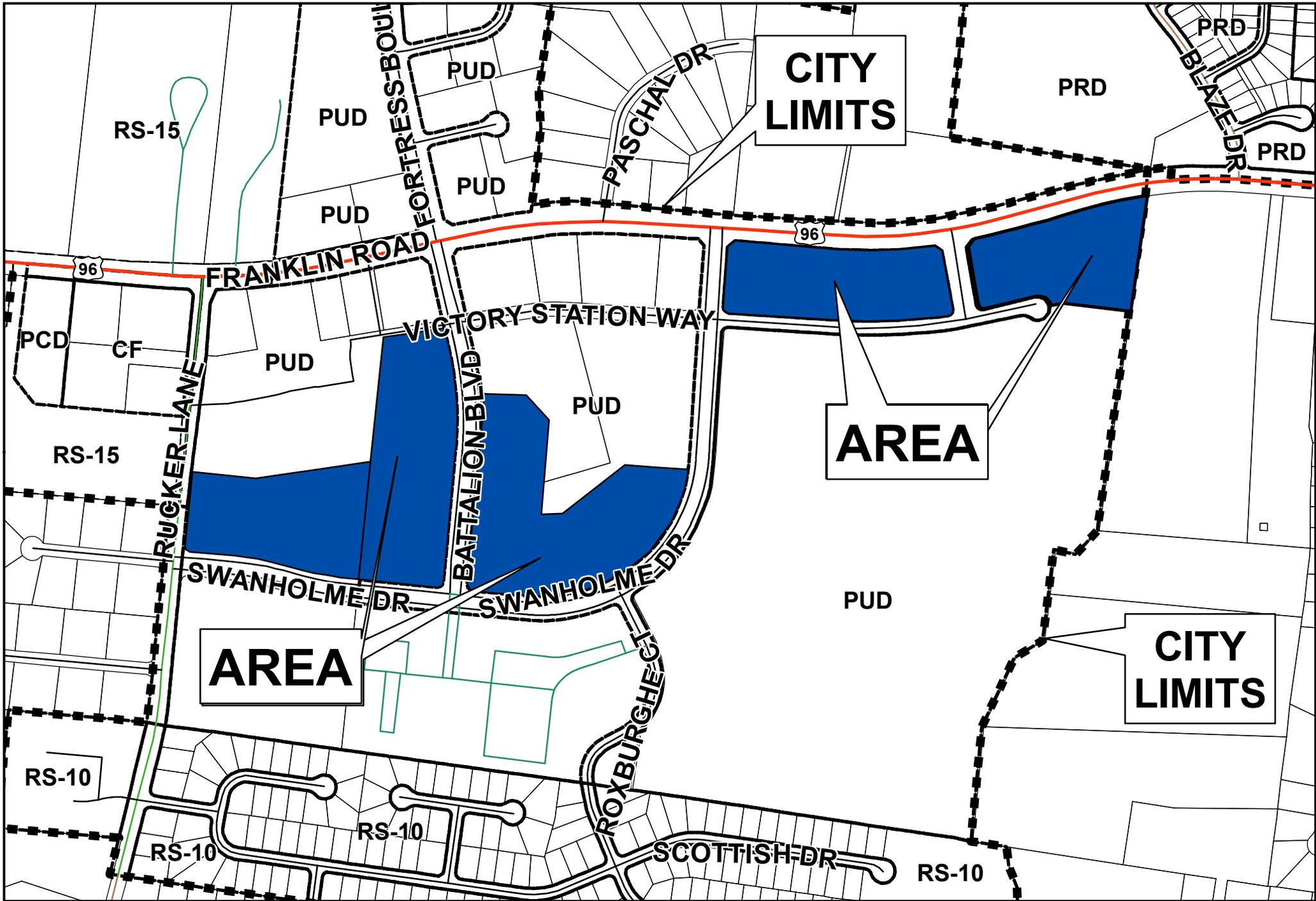
Future Land Use Map

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. The characteristics of this designation are commercial uses focused on automobile accessibility, large parking areas, and are primarily commercial uses that generate higher traffic volumes. The amendments proposed for the Victory Station PUD zoning are consistent with this land use character.



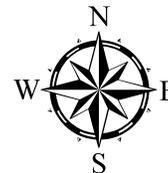
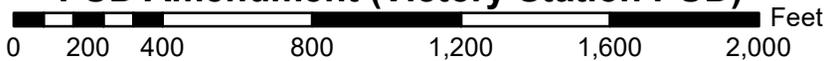
Public Hearing

The applicant will be available at the Planning Commission meeting to discuss the proposed zoning amendment. The Planning Commission should conduct a public hearing, discuss the matter, and then formulate a recommendation to the City Council.

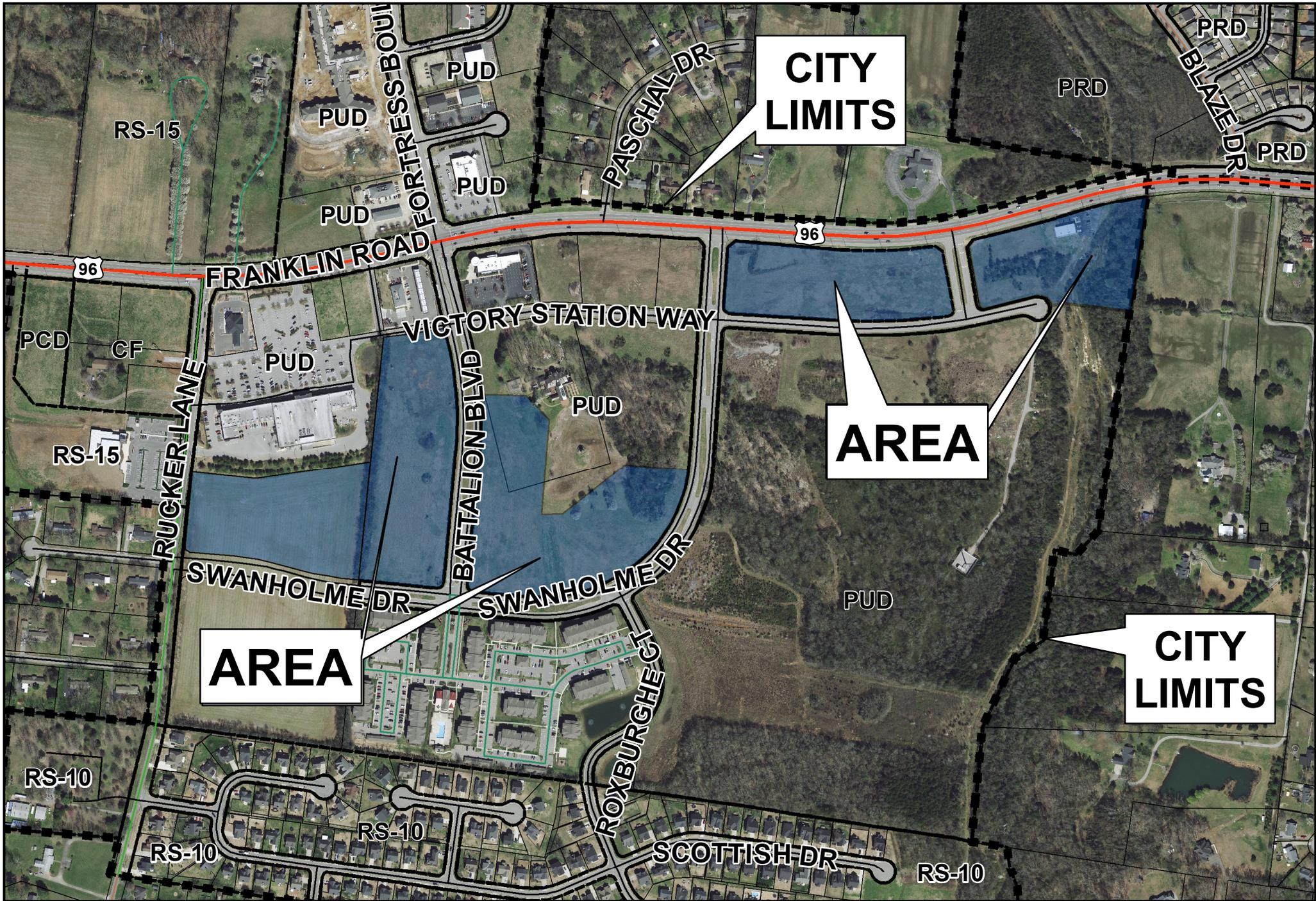


**Zoning Request Along Franklin Road, Battalion Boulevard,
and Swanholme Drive**

PUD Amendment (Victory Station PUD)

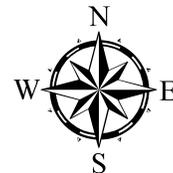
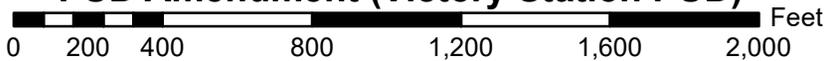


Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
murfreesborotn.gov/planning



**Zoning Request Along Franklin Road, Battalion Boulevard,
and Swanholme Drive**

PUD Amendment (Victory Station PUD)



Planning Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130
murfreesborotn.gov/planning



developments | real estate | construction

(615)-896-0000

1-888-269-9939

swansondev.com

Victory Station

Planned Unit Development

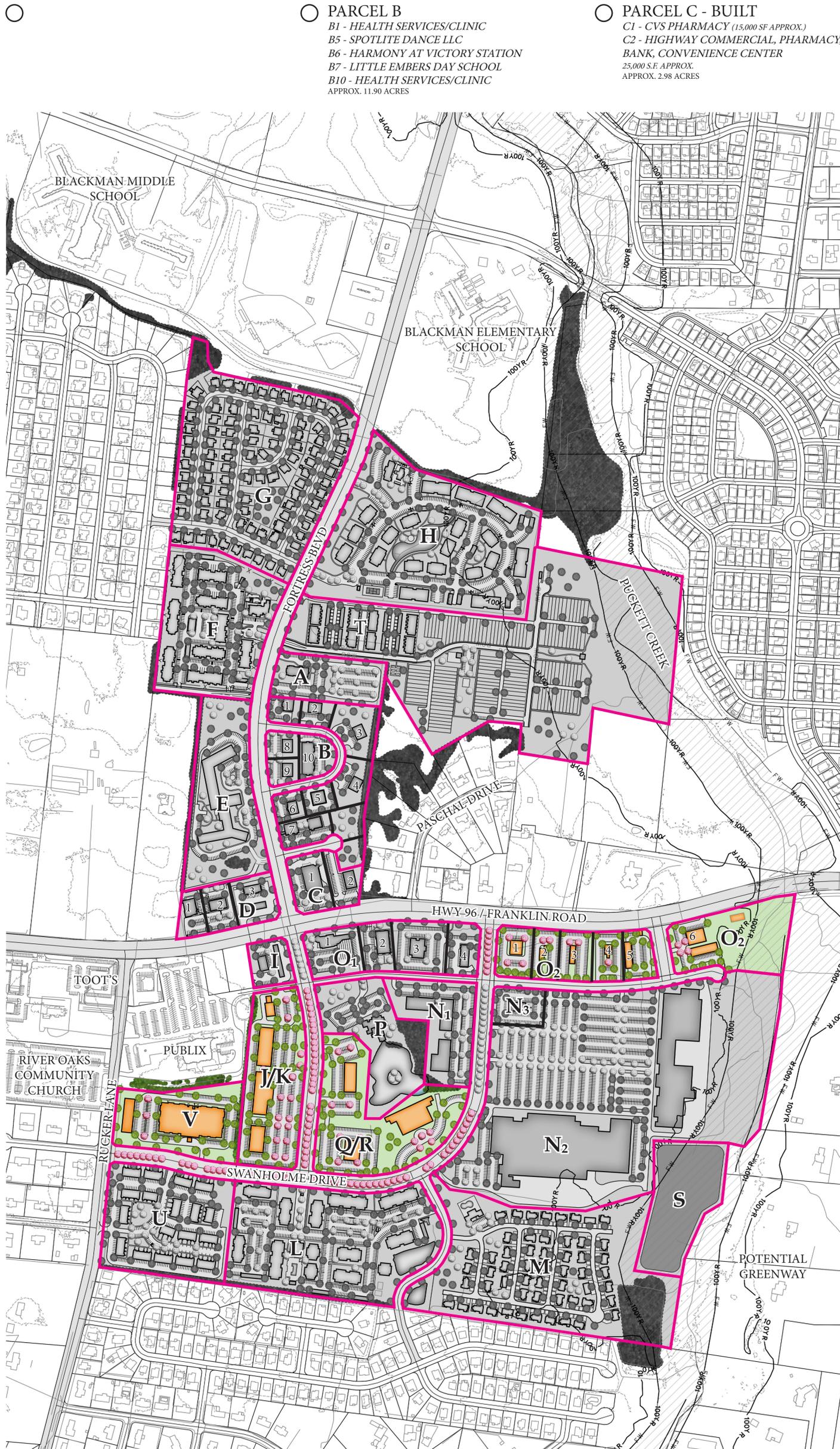
Murfreesboro, Tennessee

SEC, Inc.

SITE ENGINEERING CONSULTANTS

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

Initial Submittal Date: 05-14-2020



PARCEL B

B1 - HEALTH SERVICES/CLINIC
B5 - SPOTLITE DANCE LLC
B6 - HARMONY AT VICTORY STATION
B7 - LITTLE EMBERS DAY SCHOOL
B10 - HEALTH SERVICES/CLINIC
APPROX. 11.90 ACRES

PARCEL C - BUILT

C1 - CVS PHARMACY (15,000 SF APPROX.)
C2 - HIGHWAY COMMERCIAL, PHARMACY,
BANK, CONVENIENCE CENTER
25,000 S.F. APPROX.
APPROX. 2.98 ACRES

PARCEL D

D1 - SITE FOR SORE EYES LLC (6,850 SF APPROX.)
D2 - GENERAL RETAIL/OFFICE (6,000 SF APPROX.)
D3 - EXXON & TIGER MARKET (4,800 SF APPROX.)
20,000 S.F. APPROX.
APPROX. 1.75 ACRES

PARCEL E - BUILT

THE CROSSINGS AT VICTORY STATION
ASSISTED LIVING FACILITY
APPROX. 9.70 ACRES

PARCEL F

GARRISON STATION APARTMENTS
176 UNITS
APPROX. 12.17 ACRES

PARCEL G - BUILT

VICTORY POINTE SUBDIVISION
157 LOTS
APPROX. 22.80 ACRES

PARCEL H - BUILT

CROSS CREEK AT VICTORY STATION
360 UNITS
16 UNITS PER ACRE
APPROX. 21.90 ACRES

PARCEL I - BUILT

SPEEDWAY GAS STATION
APPROX. 1.49 ACRES

PARCEL J/K

RETAIL SHOPS, HIGHWAY COMMERCIAL, BANKS,
CONVENIENCE CENTER
APPROX. 8.50 ACRES

PARCEL L - BUILT

BELDEN RESERVE APARTMENTS
288 UNITS
APPROX. 18.00 ACRES

PARCEL M

MULTI-FAMILY
220 UNITS
10 UNITS PER ACRE
APPROX. 22.00 ACRES

PARCEL N₁ - N₃

RETAIL
APPROX. 51.70 ACRES

PARCEL N₂ - N₃

RETAIL
APPROX. 46.48 ACRES
497,550 S.F. APPROX. OF FLOOR AREA

PARCEL O₁

O₁ - 1 - ASCEND FEDERAL CREDIT UNION
(10,650 SF APPROX.)
O₁ - 2 - DAYCARE (10,050 SF APPROX.)
O₁ - 4 - FIRESTONE (6,500 SF APPROX.)
HIGHWAY COMMERCIAL / RETAIL SHOPS
HOTELS, BANKS, RESTAURANTS
APPROX. 6.71 ACRES
59,107 TOTAL S.F. APPROX. FOR PARCELS O₁ & O₂ COMBINED

PARCEL O₂

HIGHWAY COMMERCIAL / RETAIL SHOPS
HOTELS, BANKS, RESTAURANTS
APPROX. 6.29 ACRES
59,107 TOTAL S.F. APPROX. FOR PARCELS O₁ & O₂ COMBINED

PARCEL P

OFFICES, HEALTH CLUB, RESTAURANTS
14,100 SF APPROX.
APPROX. 6.75 ACRES

PARCEL Q/R

RESTAURANTS, INDEPENDENT LIVING
49,750 SF APPROX. OF NON-RESIDENTIAL ALLOWED
7 DU / ACRE ALLOWED OF TOWNHOMES
APPROX. 10.90 ACRES

PARCEL S

DRIVING RANGE, NURSERY
APPROX. 7.10 ACRES

PARCEL T

VILLAS AT STONES RETREAT
176 UNITS
APPROX. 38.40 ACRES

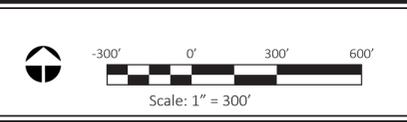
PARCEL U

87 TOWNHOMES
8.12 UNITS PER ACRE
APPROX. 10.71 ACRES

PARCEL V

ASSISTED LIVING FACILITY
10,000 S.F. OF FLEX USE SPACE
APPROX. 6.90 ACRES

*NOTE:
• SIDEWALKS ARE TO BE PROVIDED ON BOTH SIDES OF ALL INTERNAL BOULEVARDS
• SEE PROVIDED CHART FOR ALL ALLOWABLE USES IN THE DEVELOPMENTS



2020 Revised Master Plan

Date	Revision Note

Sheet 1

May 13, 2020

Mrs. Marina Rush
Murfreesboro Planning & Engineering Dept
111 W. Vine St
Murfreesboro, Tennessee 37130

RE: PUD Amendment Cover Letter
Victory Station South
Murfreesboro, Tennessee

Dear Mrs. Rush:

Please accept this letter along with the attached exhibit and application as Swanson Development LP's official request to the City of Murfreesboro to amend the previously approved Victory Station South PUD. The original PUD included a list of allowable uses based on parcel identification on the master plan. Swanson Development, LP has had multiple requests for uses on certain properties that are either not allowed or on properties that are not clearly delineated which parcel they are assigned to. Since these uses are allowed within the overall development, it appears the uses are appropriate to the location and project.

After receiving these requests, we have examined the entire list of current allowed uses listed in the booklet and are proposing to change which uses are allowed on each parcel as outlined in the attached document.

The master plan was updated to accurately reflect previously constructed and/or approved projects as well as more clearly delineate the parcels.

Parcels J and K were combined due to their proximity and almost allowed identical uses.

Parcels Q and R were also combined due to their proximity and almost identical allowed uses.

If you should have any questions concerning this request, please feel free to call me at (615) 890-7901 or via email at mtaylor@sec-civil.com

Sincerely,



Matt Taylor
Vice-President
SEC, Inc

**APPENDIX A - ZONING
USES PERMITTED BY PARCEL**

Chart 1

X = Use permitted by right, currently

X = Use permitted by PREVIOUS PUD AMENDMENT

S = Use requiring special use permit in accordance with the provisions of Sections 8 and 9, currently

N = Use permitted by right, proposed with this request

USES PERMITTED:	ZONING DISTRICTS																						
	A	B	C	D	E	F	G	H	I	J/K (see footnote 1)	L	M	N1	N2	O1	O2	P	Q/R	S	T	U	V	
DWELLINGS																							
Single-Family detached							x														x		
Single-Family attached										x									N/x		x	x	
Two-Family																					x	x	
Three-Family																							
Four-Family																							
Multiple-Family							x		x		x	x										x	
OTHER HOUSING																							
Accessory Apartment																							x
Accessory Dwelling Unit	x	x		x	x				x	x	x	x	x								x	x	
Assisted-Care Living Facility ¹⁵	x	x								x	x	x	x				x	x/x	x				x
Bed-and-Breakfast Homestay																	x						
Bed-and-Breakfast Inn																	x						
Boarding House ¹⁵																							
Emergency Shelter																							
Extended Stay Hotel/Motel																							
Family Crisis Shelter																							
Family Violence Shelter																							
Fraternity/Sorority																							
Group Shelter																							
Class I Home for the Aged ¹⁵		x																			x		
Class II Home for the Aged ¹⁵		x																			x		
Class III Home for the Aged ¹⁵		x																			x		
Hotel										x					x	x	x				x/x		
Mission ¹⁰																							
Mobile Homes																							
Motel																					removed		
Rooming House																							
Student Dormitory																							
Transitional Home																							
INSTITUTIONS																							
Adult Day Care Center		x								x			x	x			x	x					
Adult Day Care Home	x	x																					
Airport, Heliport																							
Cemetery, Mausoleum																							
Church	x	x								x			x	x			x	x/x					x

**APPENDIX A - ZONING
USES PERMITTED BY PARCEL**

USES PERMITTED ³	ZONING DISTRICTS																						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N1	N2	O1	O2	P	Q/R	S	T	U	V
College, University	x	x								x				x	x			x	x				
Day-Care Center	x	x		x	x					x				x	x	x	x	x	x				x
Family Day-Care Home	x	x																					
Group Day-Care Home	x	x																					
Hospital										x/x				x	x	x	x	x	x				
Lodge, Club, Country Club ¹³				x						x/x			x	x	x			x	x				
Mental Health Facility																							
Morgue																							
Museum		x		x				x		x/x				x	x			x	x				x
Nursing Home		x								x									x				
Nursery School	x	x	x	x	x					x				x	x	x	x		x				N
Park		x																	x	x	x	x	x
Philanthropic Institution		x	x							x									x				
Pet Cemetery																							
Public Building ¹³		x	x	x	x					x/x				x	x	x	x	x	x				N
Recreation Field ¹³		x																		x	x	x	x
Senior Citizens Center		x															N		N				N
School, Public or Private, Grades K - 12 ¹³	x	x								x									x				
Student Center		x																					
AGRICULTURAL USES																							
Customary General Farming		x																					
Crop, Soil Preparation Agricultural Services		x																					
Farm Labor and Management Services		x																					
Fish Hatcheries and Preserves																					x		
Grain, Fruit, Field Crop and Vegetable																							
Hunting, Trapping, and Game Propagation																							
Livestock, Horse, Dairy, Poultry, and Egg																							
Timber Tracts, Forest Nursery, Gathering of																							
COMMERCIAL																							
Adult Cabaret																							
Adult Entertainment Center																							
Adult Motel																							
Adults-Only Bookstore																							
Adults-Only Motion Picture Theater																							
Amusements, Commercial Indoor (see footnote 3)	x	x		x	x			x	x				x	x	x	x			x				N
Amusements, Commercial Outdoor excluding								x	x							x	x		x				
Amusements, Commercial Outdoor Motorized													x	x									
Animal Grooming Facility										x				x	x	x	x		x			x	x
Antique Mall		x		x	x			x	x				x	x	x	x	x	x	x			x	x
Antique Shop <3,000 sq. ft.		x		x	x			x	x				x	x	x	x			x			x	x
Apothecaries (pharmaceuticals only)		x	x	x	x			x	x				x	x	x	x			x			x	x
Art or Photo Studio or Gallery	x	x	x	x	x			x	x				x	x	x	x	x	x	x			x	x
Automotive Repair ¹²														x	x	x	x		x				
Bakery, Retail	x	x	x	x	x					x	x			x	x	x	x		x			x	x

**APPENDIX A - ZONING
USES PERMITTED BY PARCEL**

USES PERMITTED:	ZONING DISTRICTS																							
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V		
Bank, Branch Office		X	X	X	X				X	X				X	X	X	X	X	X	X/X			X	
Bank, Drive-Up Electronic Teller			X	X	X				X	X				X	X	X	X		X/X				X	
Bank, Main Office			X	X	X				X	X				X	X	X	X	X	X/X				X	
Barber or Beauty Shop		X	X	X	X				X	X				X	X	X	X		X/X			X	X	
Beer, Packaged																								
Boat Rental, Sales, or Repair (exclude body work, no outdoor storage, bay doors can't face public road)										X				X	X				X					
Book or Card Shop	X	X	X	X	X				X	X				X	X	X	X	X	X			X	X	
Business School		X			X					X/X				X	X	X	X	X	X				N	
Business and Communication Service		X	X	X	X				X	X				X	X	X	X	X	X				X	
Campground, Travel-Trailer Park																			X					
Carnivals														S	S									
Catering Establishment	X	X	X	X	X				X	X				X	X	X	X	X	X/X			X	X	
Clothing Store		X		X	X				X	X				X	X	X	X		X			X	X	
Coffee, Food, or Beverage Kiosk																N								
Commercial Center		X								X				X	X	X	X	X	X				N	
Convenience Sales and Service, maximum		X	X	X					X	X				X	X	X	X	X					X	
Crematory																								
Delicatessen	X	X	X	X	X				X	X				X	X	X	X	X	X					
Department or Discount Store					X					X				X	X	X	X		X/X				X	
Doughnut Shop	X		X	X	X				X	X				X	X	X	X	X	X			X	X	
Drive-In Theater																								
Dry Cleaning		X	X	X	X				X	X				X	X	X	X	X	X				X	
Dry Cleaning Pick-Up Station		X		X	X				X	X				X	X	X	X	X	X					
Financial Service		X	X	X	X				X	X				X	X	X	X	X	X			X	X	
Fireworks Public Display																								
Fireworks Retailer																								
Fireworks Seasonal Retailer																								
Flower or Plant Store		X	X	X	X				X	X				X	X	X	X	X	X			X	X	
Funeral Home										X						X	X	X	X				N	
Garage, Parking																								
Garden and Lawn Supplies (no outdoor storage)		X		X	X					X/X				X	X	X	X	X	X		X			
Gas--Liquified Petroleum, Bottled and Bulk																								
Gas Station			X	X					X	X/N				X	X	X	X							
General Service and Repair Shop (non-automotive)										X/X				X	X	X	X		X				N	
Glass--Auto, Plate, and Window (no outdoor storage allowed)										X				X	X	X	X		X				N	
Glass--Stained and Leaded		X			X					X				X	X									
Greenhouse or Nursery														X	X		N			X				
Group Assembly, <250 persons		X								X						X	X	X	X					
Group Assembly, >250 persons		X								X						X	X	X	X					
Health Club		X		X	X				X	X				X	X	X	X	X	X				X	
Ice Cream Shop			X	X	X				X	X				X	X	X	X	X	X				X	
Ice Retail										X								X	X					
Interior Decorator		X	X	X	X				X	X				X	X	X	X	X	X			X	X	
Iron Work										X								X	X				X	

**APPENDIX A - ZONING
USES PERMITTED BY PARCEL**

USES PERMITTED:	ZONING DISTRICTS																							
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V		
Janitorial Service		X		X	X					X/X				X	X	X	X	X			X	X		
Karate, Instruction	X	X		X	X			X		X				X	X	X	X	X			X	X		
Kennels										X						N	X	X						
Keys, Locksmith		X		X	X					X				X	X	X	X	X			X	X		
Laboratories, Medical		X		X	X					X/X				X	X	X	X	X				N		
Laboratories, Testing		X		X	X					X				X	X	X	X	X				N		
Laundries, Self-Service				X	X					X				X	X		X	X				N		
Lawn, Tree, and Garden Service										X				X	X				X					
Liquor Store								X	X					X	X	X	X	X/X						
Livestock, Auction																								
Lumber, Building Material														X	X									
Manufactured Home Sales																								
Massage Parlor																								
Mobile Home Sales																								
Motor Vehicle Sales (Automobiles)																								
Motor Vehicle Sales (Other Than Motor Vehicle Service ¹² (exclude body work, no outdoor storage, bay doors can't face public road)										X/X				X	X	X	X	X	X/N					
Movie Theater															X									
Music or Dancing Academy	X	X		X	X			X	X					X	X	X	X	X	X/X		X	X		
Offices	X	X		X	X					X				X	X	X	X	X	X	X	X	X		
Optical Dispensaries		X	X	X	X					X				X	X	X	X					X		
Pawn Shop (only in commercial center or larger grouping)										N/X				X	X	X	X							
Personal Service Establishment		X								X				X	X	X	X	X	X			X		
Pet Crematory																X	X	X	X					
Pet Funeral Home (facilities for animal cremation are																N								
Pet Shops		X		X	X			X	X					X	X	X	X	X	X			X		
Pharmacies		X	X	X	X			X	X					X	X	X	X	X	X/N			X		
Photo Finishing		X	X	X	X			X	X					X	X	X	X	X	X			X		
Photo Finishing Pick-Up Station		X	X	X	X			X	X					X	X	X	X	X	X			X		
Radio, TV, or Recording Studio		X								X/X				X	X	X	X	X	X			X		
Radio and Television Transmission Towers																			X	X				
Rap Parlor																								
Reducing and Weight Control Service	X	X		X	X			X	X					X	X	X	X	X	X			X		
Restaurant and Carry-Out Restaurant		X	X	X	X			X	X					X	X	X	X	X	X/X			X		
Restaurant, Drive-In			X	X				X	X					X	X	X	X	X	X/X			N		
Restaurant, Specialty		X												X	X	X	X	X	X			N		
Restaurant, Specialty -Limited		X												X	X	X	X	X	X			N		
Retail Shop, other than enumerated	X	X		X	X			X	X					X	X	X	X	X	X		X	X		
Salvage and Surplus Merchandise														X	X	X	X							
Sauna																								
Sheet Metal Shop																								
Shopping Center, Community														X	X									
Shopping Center, Neighborhood		X												X	X									

**APPENDIX A - ZONING
USES PERMITTED BY PARCEL**

USES PERMITTED ³	ZONING DISTRICTS																									
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V				
Garbage or Refuse Collection Service																										
Refuse Processing, Treatment, and Storage																										
Gas, Electric, Water, Sewerage Production and/or Treatment Landfill ¹⁹																										
Post Office or Postal Facility					x	x					x			x	x	x	x	x							x	
Railroad Switching Yard, Terminal, Piggyback Yard																										
Telephone Service Center					x						N/x			x	x		x									
Telephone Switching Center, Electric Transmission, Gas																										
Taxicab Dispatch Station																										
Truck or Motor Freight Terminal, Service																										
OTHER																										
Advertising Sign																										
Automobile graveyard																										
Golf Driving Range																									x	
Home Occupations																									x	x
Junkyard																										
Metal, Sand, Stone, Gravel, Clay, Mining, and other related processing																										
Recycling center														x	x											
Self-Service Storage Facility (Indoor only)														N/x	x	x									x	x
Wholesale Establishments					x									N/x	x	x										
Temporary Mobile Recycling Center																										

Footnote 1: The sale of distribution of gasoline, diesel, and other fuels for motor vehicles will be permitted only when developments for such are setback a minimum of 200 feet from residential portion of land zoned in the PUD. Required distance shall be measures from property line to property line.

Footnote 2: Brewery will only be allowed on Parcel V, if it is inside of a restaurant as an ancillary use

Footnote 3: Indoor amusement on Parcel V shall be limited to businesses of less than 10,000 s.f. in size and total occupancy of less than 100 people as determined by the IBC

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 8, 2020

CITY HALL

6:00 P.M

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Exec. Dir of Dev. Services

Mr. Greg McKnight called the meeting to order after determining there was a quorum.

Election of Planning Commission Chair and Vice-Chair for the 2020-2021 fiscal year.

Mr. Greg McKnight began by making known during the first regular meeting in July of each fiscal year the Rules of Procedure for the Murfreesboro Planning Commission specifies the Chair and Vice-Chair of the Planning Commission shall be elected for a one-year term by the Commission, from among its members. Accordingly, it is the responsibility of the Planning Commission members to nominate and elect a Chair and a Vice-Chair. There should be separate motions for the election of Chair and Vice-Chair.

Mr. Ken Halliburton made a motion to re-elect Ms. Kathy Jones as Chair for the 2020-2021 Planning Commission year, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Mr. Ronnie Martin made a motion to re-elect Mr. Ken Halliburton as Vice-Chair for the 2020-2021 Planning Commission year, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Chair Kathy Jones requested for a motion to be made to approve the minutes from the May 20, 2020, June 3, 2020 and June 17, 2020 Planning Commission meetings. Mr. Eddie Smotherman made a motion to approve, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 8, 2020

Public Hearings

Zoning application [2020-407] to amend the Victory Station PUD to modify the use chart on approximately 32.6 acres located south of Franklin Road and east of Rucker Lane, Swanson Development applicant.

Mr. Matthew Blomeley summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. Mr. Blomeley complimented Ms. Marina Rush for her hard work in creating tables in the staff comments for the uses permitted for the amended Parcels J/K, Q/R, O-2, and V. The proposed amendments are consistent with this land use character.

Mr. Mark Lee, Mr. Joe Swanson, Jr. Mr. Bruce Kirk, and Ms. Kara Kirk were in attendance to represent the zoning application.

Chair Kathy Jones opened the public hearing.

1. **Ms. Kara Kirk** - representing the Swanson Development team came forward stating she was available to answer any questions.
2. **Mr. Joe Swanson, Jr.** - the applicant, came forward to make known his family members would be representing the company in the future to assist with development during Planning Commission meetings.

Chair Kathy Jones closed the public hearing.

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

Proposed amendments to the Zoning Ordinance [2020-803] to Section 26: Off-Street Parking, Queuing, and Loading, regarding off-site parking agreements, joint parking agreements, and other miscellaneous items, City of Murfreesboro Planning Department applicant.

Mr. Matthew Blomeley summarized the proposed amendments from the staff report, which had been provided to the Planning Commission in the agenda packet. Mr. Blomeley stated that this proposal has substantial changes in Section 26 which needed to be addressed. Mr. David

ORDINANCE 20-OZ-25 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 32.6 acres in the Planned Unit Development (PUD) District located south of Franklin Road and east of Rucker Lane (Victory Station PUD) as indicated on the attached map; Swanson Development, LP, applicant [2020-407].

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 modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purposes of revising the list of permitted uses and formally adding to the PUD the building located at 3781 Franklin Road.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map 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 set forth 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

RS-12

Ordinance 20-OZ-25

CREEK OAK DR
BLAZE DR

PRD

PUD
AMENDED

PASCHAL DR

PUD

RS-15

PUD

PUD

FORTRESS BOULEVARD

PUD

FRANKLIN ROAD

PUD

VICTORY STATION WAY

PUD

PUD
AMENDED

PUD
AMENDED

PUD

ROOKER LANE

BATTALION BLVD

SWANHOLME DRIVE

PUD
AMENDED

SCOTTISH DR

RS-10

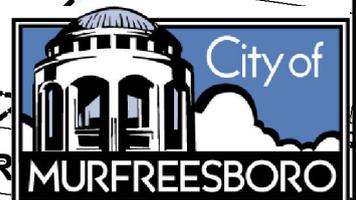
ROXBURGHE CT

RAMPART LN



CONFEDERATE RD

TARA IRCE



RS-A1-TENNESSEE

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Amending the Zoning Ordinance
[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

Amend the Zoning Ordinance regarding *Section 26: Off-Street Parking, Queuing, and Loading*.

Staff Recommendation

Conduct a public hearing and amend the Zoning Ordinance as requested.

The Planning Commission recommended approval of the Zoning Ordinance amendment.

Background Information

The Planning Department presented a request to amend the Zoning Ordinance [2020-803] pertaining to *Section 26: Off-Street Parking, Queuing, and Loading*, regarding off-site parking agreements, joint parking agreements, and other miscellaneous items. During its regular meeting on July 8, 2020, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

The proposed ordinance amendment adds clarity and flexibility to the regulations pertaining to off-site parking agreements, potentially removing a regulatory roadblock for businesses looking to develop in Murfreesboro.

Establish Strong City Brand

This amendment seeks to make provisions in single-family attached and multi-family residential developments to allow for garage parking to be counted toward minimum parking requirements, encouraging garages in these types of developments and minimizing driveway and on-street parking, thereby creating a cleaner streetscape with less visual clutter.

Expand Infrastructure

The proposed ordinance amendment seeks to ensure that developments will have adequate infrastructure in place for vehicular parking.

Attachments:

1. Ordinance 20-O-26
2. Planning Commission staff comments from 07/08/2020 meeting
3. Planning Commission minutes from 07/08/2020 meeting

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JULY 8, 2020**

5.b. Proposed amendments to the Zoning Ordinance [2020-803] to Section 26: Off-Street Parking, Queuing, and Loading, regarding off-site parking agreements, joint parking agreements, and other miscellaneous items, City of Murfreesboro Planning Department applicant.

In this request, Staff brings to the Planning Commission for its consideration proposed amendments to the Zoning Ordinance pertaining to *Section 26: Off-Street Parking, Queuing, and Loading*. See below for additional detail. Because there are numerous proposed amendments within Section 26, Staff proposes deleting Section 26 in its entirety and replacing it with version included in the agenda packet.

Off-Site and Joint Parking Agreements:

Over the course of the last several months, it has become clear to Staff that the subsections of Section 26 pertaining to off-site parking agreements are in need of improvements. At a time when an increased demand for downtown infill development appears to warrant more flexible parking solutions, the current standards make it difficult to implement such off-site parking arrangements. Specifically, it requires that off-site parking used to meet minimum parking requirements be on property that is in the same ownership as the property seeking the additional parking. This eliminates the majority of potential off-site parking agreements, because the off-site parking area is typically under different ownership. The Planning and Legal Departments have worked to improve these provisions so that they will be easier to administer and more effective in the long run, including not requiring the location of the proposed off-site parking area to be under the same ownership as the property seeking the additional parking.

Garage Parking Spaces:

In recent years, we have seen more townhouse developments utilizing garages and driveways to address minimum parking requirements instead of traditional parking lots. While there is more flexibility with townhomes in planned development zoning to allow garage parking to be counted toward the development's minimum parking requirements, there is currently less clarity in the Zoning Ordinance with regards to this issue for townhome developments in bulk zoning districts. Staff does not want to discourage townhome developments from having units with garages. Allowing garage parking spaces to count toward the minimum parking requirements in certain bulk zones will remove a roadblock for

developers to including garages in single-family attached developments. However, Staff is attempting to balance this desire to encourage garages with some practical requirements to make sure that the garages are of adequate size to house vehicles and also to make sure that the garages are to be used for vehicular parking. As a point of clarification, for garages not used to meet minimum parking requirements, there are no proposed restrictions on their size or usage. Staff conducted a stakeholder meeting with developers in May to discuss the ordinance amendment, specifically as it relates to the minimum garage sizes for single-family developments seeking to utilize garage parking spaces to meet minimum parking requirements. By the end of the meeting, there seemed to be a general consensus regarding the garage dimensions.

In addition, this ordinance amendment was brought up for discussion at the May 20th regular Planning Commission meeting. Several Planning Commissioners expressed concerns about the language restricting the use of garages when such garages were being used to meet minimum parking requirements. While it would still be a violation to use such a garage in a manner inconsistent with its approval and in a manner that would preclude the parking of the required number of vehicles, the sentence that was previously included explicitly stating that this would be a violation has been removed from the ordinance amendment. In addition, the proposed language in the ordinance has been made more permissive regarding how such garages can be used. For example, it is now explicitly stated that the use of the garage for the storage or parking of other items is only prohibited if it precludes the parking of the requisite number of vehicles. In other words, people can use these garages for storage of other items, so long as it doesn't conflict with their ability to park vehicles there if the garage was used to meet the minimum parking requirements during the approval process.

On a related note, the Zoning Ordinance already makes provisions for garage parking spaces in multi-family developments, such as apartment complexes, to count toward the minimum parking requirements. Similar to single-family attached uses, however, Staff proposes amending the ordinance to add minimum size and use restrictions for garages in multi-family developments.

Parking Stall Size:

Chart 3 of the Zoning Ordinance sets forth the minimum dimensions of parking stalls and access aisles. The dimensions are dependent on the angle of the parking stall. Each angle has options for 9'-wide stalls and 8.5'-wide stalls. There is currently no cap on the maximum number of the narrower 8.5'-wide spaces in a given parking lot. While flexibility is desirable to allow for some narrower stalls, Staff has concerns about excessive amounts of the narrower parking stall option being utilized. Staff proposes that the ordinance be amended to allow for a

maximum of 20% of the total number of parking spaces to be 8.5' in width. However, Staff understands the need to allow for greater flexibility for infill development in and around the downtown area, so an exemption to the 20% cap is proposed for the City Core Overlay District.

Miscellaneous:

In addition to the aforementioned revisions, Staff also proposes some other additional miscellaneous revisions to Section 26. These additional revisions include, but are not limited to, correcting certain outdated terminology, clarifying how parking is to be determined for outdoor dining areas at restaurants and other similar uses, and requiring that continuous curbing be provided around parking lots and parking lot expansions in order to protect landscaping and other site elements.

Action Needed:

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

**MINUTES OF THE MURFREESBORO
PLANNING COMMISSION
JULY 8, 2020**

CITY HALL

6:00 P.M

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Sam Huddleston, Exec. Dir of Dev. Services

Mr. Greg McKnight called the meeting to order after determining there was a quorum.

Election of Planning Commission Chair and Vice-Chair for the 2020-2021 fiscal year.

Mr. Greg McKnight began by making known during the first regular meeting in July of each fiscal year the Rules of Procedure for the Murfreesboro Planning Commission specifies the Chair and Vice-Chair of the Planning Commission shall be elected for a one-year term by the Commission, from among its members. Accordingly, it is the responsibility of the Planning Commission members to nominate and elect a Chair and a Vice-Chair. There should be separate motions for the election of Chair and Vice-Chair.

Mr. Ken Halliburton made a motion to re-elect Ms. Kathy Jones as Chair for the 2020-2021 Planning Commission year, seconded by Mr. Eddie Smotherman. The motion carried by unanimous vote in favor.

Mr. Ronnie Martin made a motion to re-elect Mr. Ken Halliburton as Vice-Chair for the 2020-2021 Planning Commission year, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Chair Kathy Jones requested for a motion to be made to approve the minutes from the May 20, 2020, June 3, 2020 and June 17, 2020 Planning Commission meetings. Mr. Eddie Smotherman made a motion to approve, seconded by Ms. Jennifer Garland. The motion carried by unanimous vote in favor.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 8, 2020

Public Hearings

Zoning application [2020-407] to amend the Victory Station PUD to modify the use chart on approximately 32.6 acres located south of Franklin Road and east of Rucker Lane, Swanson

Development applicant. Mr. Matthew Blomeley summarized the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. Mr. Blomeley complimented Ms. Marina Rush for her hard work in creating tables in the staff comments for the uses permitted for the amended Parcels J/K, Q/R, O-2, and V. The proposed amendments are consistent with this land use character.

Mr. Mark Lee, Mr. Joe Swanson, Jr. Mr. Bruce Kirk, and Ms. Kara Kirk were in attendance to represent the zoning application.

Chair Kathy Jones opened the public hearing.

1. **Ms. Kara Kirk** - representing the Swanson Development team came forward stating she was available to answer any questions.
2. **Mr. Joe Swanson, Jr.** - the applicant, came forward to make known his family members would be representing the company in the future to assist with development during Planning Commission meetings.

Chair Kathy Jones closed the public hearing.

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

Proposed amendments to the Zoning Ordinance [2020-803] to Section 26: Off-Street Parking, Queuing, and Loading, regarding off-site parking agreements, joint parking agreements, and other miscellaneous items, City of Murfreesboro Planning Department

applicant. Mr. Matthew Blomeley summarized the proposed amendments from the staff report, which had been provided to the Planning Commission in the agenda packet. Mr. Blomeley stated that this proposal has substantial changes in Section 26 which needed to be addressed. Mr. David

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JULY 8, 2020

Ives and the Planning Staff has worked very hard on the proposed amendments in order to address deficiencies in Section 26. In addition, Staff had conducted a stakeholders meeting with several members of the development community to discuss the amendment.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the proposed amendments to the Zoning Ordinance; therefore, Chair Kathy Jones closed the public hearing.

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

Staff Reports and Other Business

Mr. Matthew Blomeley made known the Planning Commissioners had agreed to change the time for their next scheduled meeting from 1:00 p.m. to 2:30 p.m. on July 15, 2020. On the same date there is a City Council workshop scheduled and it is important to make these changes so the two different meetings would not overlap. He requested for a motion be made that would officially change the meeting time on the 2020 Planning Commission calendar. **Mr. Ken Halliburton made a motion to approve, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.**

Lastly, Mr. Sam Huddleston came forward to promote “Rutherford County Counts - United States Census 2020”. He stated how the Census benefits the City of Murfreesboro and Rutherford County. He encouraged the public to register and complete the 2020 Census online at www.my2020census.gov.

There being no further business the meeting adjourned at 6:25 p.m.

ORDINANCE 20-O-26 amending Murfreesboro City Code Appendix A— Zoning, Section 26, regarding off-street parking, queuing, and loading, City of Murfreesboro Planning Staff, applicant. [2020-803]

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

SECTION 1. Appendix A, Section 26, Off-Street Parking, Queuing and Loading, of the Murfreesboro City Code is hereby amended by deleting the section in its entirety and substituting in lieu thereof the following:

“SECTION 26. OFF-STREET PARKING, QUEUING, AND LOADING.

(A) *Purpose.* The off-street parking, queuing, and loading requirements and the regulations of such parking, queuing, and loading set forth in this section are designed to alleviate and prevent congestion in the streets.

(B) *Application of regulations.*

(1) *Effective Date:* The effective date of this Section 26 shall be _____.
[insert the effective date of this ordinance]

(2) *Existing, new, changed, and expanded uses.*

(a) No building, structure, or use lawfully established prior to the effective date of this section shall be required to comply with the provisions of this section except as hereinafter provided.

(b) All buildings and structures erected and uses established after the effective date of this section shall comply with the provisions of this section, provided, however, that if a building permit was issued prior to the effective date of this section and construction is begun within one year of the date of such permit, the parking and loading regulations in effect on the date such permit was issued shall apply.

(c) If any building or structure is increased by the addition of dwelling units, gross floor area, seating capacity, or any other measure of increased parking intensity as measured by Chart 4 after the effective date of this section, the provisions of this section shall only apply to the extent of such increase.

(d) If the existing use of a building or structure shall be changed to a new use, as measured by Chart 4, such new use shall comply with the provisions of this section; provided, however, that if the existing use is located in a building or structure existing on the effective date of this section, additional parking, queuing, or loading requirements shall be required only in the amount by which the requirements for the new use exceed the amount required for the existing use if such existing use were subject to the provisions of this section.

(e) Any conforming or legally nonconforming building, structure, or use which is in existence on the effective date of this section, which is subsequently damaged or destroyed and thereafter reconstructed, re-established or repaired may maintain the same amount of parking and loading which existed on the date of the damage or destruction, provided, however, if such damage or destruction exceeds seventy-five percent (75%) of the value of such building, structure or use, then the parking, queuing, and loading requirements of this section shall apply.

(f) Upon the effective date of this section no existing parking space, parking lot, queuing space, or loading space shall be reduced in size or number below the requirements of this section.

(3) *CBD district exemption.* The provisions of this section shall not apply to any building, structure, or use located in the CBD zoning district.

(C) *Regulations Applicable to Parking Spaces and Parking Lots.*

(1) *Location of required parking spaces.* Except as may otherwise be provided in this article, the off-street parking spaces required by this section shall be located as provided in this subsection (C). Where a distance is specified, such distance shall be measured from the nearest point of the parking lot to the nearest point of the building structure or uses served by such parking lot.

(a) *Single-family attached, single-family detached, and duplex residential uses.*

- [1] Required parking spaces shall be located on the same lot as the structure to which they are accessory.
- [2] Access to one parking space through another parking space is permitted provided that the lot does not front upon a street identified as a major arterial, minor arterial, or collector street in the Murfreesboro Major Transportation Plan as adopted and as may be amended from time to time.
- [3] Four required parking spaces per dwelling unit may be located in the required front yard provided that the lot does not front upon a street identified as a major arterial, minor arterial, or collector street in the Murfreesboro Major Transportation Plan as adopted and as may be amended from time to time.
- [4] Lots that front upon a street identified as a major arterial, minor arterial, or collector street in the Murfreesboro Major Transportation Plan as adopted and as may be amended from time to time shall have parking located to the side or rear of the proposed structure, shall be permitted to have no more than one required parking space in the required front yard, and shall have the parking designed such that backing into the street is not required in order to exit the on-site parking. Provided further that backing from the street in order to gain access to required parking is prohibited.
- [5] Parking spaces within garages, whether attached to or detached from the principal structure, shall not be considered as required parking spaces for the purposes of this section. However, within the RM-12, RM-16, RS-A, Type 1, RS-A, Type 2, and RS-A, Type 3 zones parking spaces within garages for single-family detached and single-family attached structures may be considered as required parking for purposes of this section provided such spaces are restricted to use for parking of automobiles (and not for the parking or storage of boats, recreational vehicles, trailers, equipment, household items, or any other items if such parking or storage would preclude the parking of the requisite number of vehicles), and that such restriction is reflected in a legal instrument or instrument(s) in form suitable for recording and approved by the Planning Director and the City Attorney. Where parking spaces within garages have been approved to meet minimum parking requirements, the interior of two-car garages from wall to wall shall have minimum dimensions of 19 ft., 4 inches wide by 20 ft. deep and the interior of one-car garages from wall to wall shall have minimum dimensions of 11 ft., 4 inches wide by 20 ft. deep.

(b) *Multi-family residential, and nonresidential uses.*

- [1] Required parking spaces shall be located on the same lot or, if located off-site, on land within five hundred feet of the building, structure or use served; provided that such off-site parking complies with the following requirements:
 - [aa] Such off-site parking spaces are located within a zoning district which would permit the use to which such parking is accessory,
 - [bb] The person proposing the use of off-site parking to meet the required off-street parking spaces files a written application with the Planning Director setting forth the following information:
 - (i) the names, addresses, telephone numbers and other contact

information for the applicant and the owner of land proposed for off-site parking;

- (ii) the uses which will utilize and which will provide the proposed off-site parking spaces, the number of parking spaces required by Chart 4 for each use, the number of off-site parking spaces to be provided, and evidence the number of parking spaces to be provided are surplus and will not create a parking deficit for the use providing the off-site parking spaces; and
- (iii) any other information required by the Planning Director as reasonably necessary in order to make a determination in the matter.

[cc] Within thirty (30) days after a complete application is filed, the Planning Director shall determine whether utilization of the proposed off-site parking spaces will be allowed and shall so notify the applicant in writing.

[dd] The provisions of the approved off-site parking arrangement shall be incorporated into a written agreement signed by both parties that will remain in place until either [i] business circumstances justify modification or elimination of the arrangement or [ii] alternative parking arrangements are provided, which modification, elimination, or alternative arrangements must be approved by the Planning Director. The agreement must be in form suitable for recording and approved by the Planning Director and the City Attorney before it becomes effective. Premature termination or unauthorized modification to the terms of the approved agreement shall be considered a violation of this article.

[2] Parking spaces or access aisles for parking spaces of multi-family dwellings located in the RM-12 and RM-16 districts shall not be located within a required front yard.

[3] Vehicles used in connection with a non-residential use for deliveries or transportation of patrons or tenants, and referred to as business vehicles for purposes of this section, may be parked on-site, provided that space(s) for parking for such business vehicles shall not count towards required parking. The number of required spaces for business vehicles shall be as provided in Chart 4 REQUIRED OFF-STREET PARKING AND QUEUING SPACES BY USE.

(2) *Computation of required parking spaces.*

- (a) When computation of the number of required parking spaces results in a fractional space, any fraction up to and including one-half ($\frac{1}{2}$) shall be disregarded and fractions over one-half ($\frac{1}{2}$) shall require one parking space.
- (b) When parking spaces are computed on the basis of the number of employees or students, the maximum number present at any one time shall govern.
- (c) In determining the minimum number of parking spaces required under this article, accessible parking spaces required under state or federal law shall not be considered.
- (d) Parking spaces within garages for multi-family structures may be considered as required parking for purposes of this section provided such spaces are used for parking of automobiles (and not for the parking or storage of boats, recreational vehicles, trailers, equipment, household items, or any other items if such parking or storage would preclude the parking of the requisite number of vehicles), and that such spaces shall be included in the leases for individual units and shall not be leased separately. In addition, a written commitment from the developer must be provided at the time of site plan approval stating that the garages will be managed to ensure that the garages will be used as required above. Where parking spaces in garages have been approved to meet

minimum parking requirements, the interior of two-car garages from wall to wall shall have minimum dimensions of 19 ft., 4 inches wide by 20 ft. deep and the interior of one-car garages from wall to wall shall have minimum dimensions of 11 ft., 4 inches wide by 20 ft. deep. Parking spaces within garages for multi-family residential structures that are also classified as single-family attached residential structures (e.g., townhomes) shall be regulated by Section 26(C)(1)(a)[5] of this article.

- (e) For purposes of determining the number of required parking spaces for a Specialty Restaurant or a Limited-Specialty Restaurant located as a tenant in a retail center with multiple tenants such use shall be considered as a Retail Shop, provided however, that the number of queuing spaces for a drive-up window shall be 10 queuing spaces for each drive-up window associated with the use.
- (f) Parking spaces shall be provided in accordance with the ratios set forth in Chart 4, Required Off-Street Parking and Queuing Spaces by Use, for all outdoor dining areas for the following uses, irrespective of whether or not they are located in a multi-tenant building:
- bar or tavern;
 - restaurant, night club, tavern or cocktail lounge; restaurant, drive-in;
 - restaurant, specialty; restaurant, specialty-limited;
- Such parking spaces shall be in addition to the number of parking spaces required for the building itself.
- (g) *Non-residential uses; joint use of required parking spaces.* Joint use of up to one hundred percent (100%) of required off-street parking spaces shall be permitted for two or more uses located in the same or different buildings or structures, whether or not located on the same lot or parcel, and whether or not under the same ownership, subject to the following requirements:
- [1] the lots or parcels are adjacent or within five hundred feet of each other and the zoning of both allows the uses that will utilize the proposed joint parking arrangement; and,
 - [2] the persons proposing the joint use of required off-street parking spaces file a joint written application with the Planning Director setting forth the following information:
 - [aa] the names, addresses, and telephone numbers of the applicants;
 - [bb] the ownership and location of the off-street parking spaces proposed to be jointly used;
 - [cc] the uses which will jointly use the required off-street parking spaces, the hours of operation of each such use, the number of parking spaces required for each use, and the number of required parking spaces proposed to be jointly used; and,
 - [dd] any other information required by the Planning Director reasonably necessary in order to make a determination in this matter.
 - [3] Within thirty (30) days after such complete application is filed, the Planning Director shall determine whether such joint use of required off-street parking spaces will be allowed, and shall in writing notify the applicants thereof.
 - [4] The provisions of the approved joint use arrangement shall be incorporated into a written agreement that will remain in place until either:
 - [aa] business circumstances justify modification or elimination of the arrangement or
 - [bb] alternative parking arrangements are provided, which modification, elimination, or alternative arrangements must be approved by the Planning Director. The agreement must be in form suitable for recording and approved by the Planning Director and the City Attorney before it becomes effective. Premature

- termination or unauthorized modification to the terms of the approved agreement shall be considered a violation of this article.
- (4) *Regulations applicable to parking voluntarily established.* Any parking spaces, parking areas, parking aisles, parking lots, or maneuvering areas established, whether required by this section or not, shall comply with the provisions of this section as regards design and construction.
- (5) *Prohibition of using parking spaces for another use.* Any land designated for required off-street parking shall not be used for any other purpose, including but not limited to the display and/or storage of equipment, materials, or products for sale, until alternate or replacement off-street parking spaces are established for the building, structure, or use served by the parking spaces located on such land.
- (6) *Dimensions of parking spaces and aisles.*
- (a) *Dimensions of non-accessible off-street parking spaces.* Non-accessible off-street parking spaces shall be of the dimensions as shown on Chart 3 of this article, provided that, except in the City Core Overlay District, no more than twenty (20%) percent of the total number of on-site non-accessible parking spaces provided shall be 8.5 ft. in width.
- (b) *Dimensions of accessible off-street parking.* Accessible parking spaces shall be designed in accordance with the accessibility code then in effect in the State of Tennessee.
- (7) *Design standards.* Parking lots shall be designed, constructed, and maintained in accordance with the following minimum standards and requirements:
- (a) The design requirements for non-accessible parking spaces and aisles located within a parking lot are set forth on Chart 3. Subject to compatibility with overall access and circulation configuration, the applicant for permits and approvals required by this section shall choose any one of the parking angles and stall widths for such spaces as are indicated on Chart 3, provided that, except in the City Core Overlay District, no more than twenty (20%) percent of the total number of on-site non-accessible parking spaces provided shall be 8.5 ft. in width. The regulations opposite such parking angle and stall widths shall apply to the development of the parking lot.
- (b) Parking lots, loading spaces, and maneuvering areas shall be surfaced with asphalt, concrete, or other hard surface dustless material and be so constructed to provide for adequate drainage and prevent the release of dust into the atmosphere and sediment into the storm drainage system in accordance with applicable codes and standards. Gravel and bituminous surface treatment may only be permitted for wrecker service storage yards or areas used for materials or equipment storage, only after approval from the Development Services Division.
- (c) Parking lots and maneuvering areas shall be designed, landscaped, and screened in accordance with the requirements of Sections 24 and 27 of this article (Appendix A – Zoning).
- (d) Continuous curbing shall be provided around all parking lots or parking lot expansions in order to protect landscape areas and other site elements.
- (e) Lighting used to illuminate off-street parking lots shall be sufficient so as to provide for the safety and security of motorists and pedestrians and shall be so arranged to prevent direct glare onto any public or private property or streets in accordance with applicable codes and standards.
- (f) The design requirements for accessible parking spaces and aisles located within a parking lot shall be as required in the accessibility code then in effect in the State of Tennessee.
- (g) Parking lots shall be designed so that backing into any queuing lanes or queuing spaces for drive-thru windows or other drive-thru/drive-up elements of a site shall not be necessary in order to exit parking spaces.
- (8) *Number of parking spaces.*

- (a) The number of non-accessible parking spaces required for specific uses is set forth on Chart 4; the number of accessible parking spaces shall be as set forth in the accessibility code then in effect in the State of Tennessee.
- (b) In single-family residential and duplex zoning districts, no more than six parking spaces per dwelling unit, excluding parking spaces within garages, shall be allowed.
- (c) For uses not expressly listed on Chart 4, parking spaces shall be provided on the same basis as required for the most similar listed use, as determined by the Planning Director pursuant to the Planning Director's authority to interpret the provisions of this article (Appendix A – Zoning).
- (d) For special permit uses requiring approval by the Board of Zoning Appeals, the BZA may require more parking than the minimum requirements of this section.

(D) *Regulations applicable to off-street queuing and drive-up/drive-thru lanes.*

- (1) *Location of required queuing spaces and drive-up/drive-thru lanes.*
Queuing spaces and drive-up/drive-thru lanes shall be located on the same lot as the use, building, or structure to which they are accessory and shall not extend onto any adjacent lot or into any public right-of-way. No queuing space or drive-up/drive-thru lanes shall be located in a required front yard.
- (2) *Designation and use.* Required queuing spaces or the drive-up/drive-thru lanes to which they are accessory shall be designated as such and shall only be used for queuing or drive-up/drive-thru purposes.
- (3) *Computation of the number of required queuing spaces.* The number of required queuing spaces required for specific uses is set forth on Chart 4. For uses not expressly listed on Chart 4, queuing spaces shall be provided on the same basis as required for the most similar listed use, as determined by the Planning Director pursuant to the Planning Director's authority to interpret the provisions of this article (Appendix A – Zoning). For special permit uses requiring approval by the Board of Zoning Appeals, the BZA may require more queuing than the minimum requirements of this section.
- (4) *Regulations applicable to queuing spaces and drive-up/drive-thru lanes voluntarily established.* Any queuing space or drive-up/drive-thru lane, whether required by this section or not, shall comply with the provisions of this section as regards design and construction.
- (5) *Design standards.*
 - (a) Drive-up/drive-thru lanes that are accessory to buildings with drive-up windows or drive-up tellers shall be designed to circulate one-way in a counterclockwise direction.
 - (b) Queuing spaces and drive-up/drive-thru lanes shall be designed so that their use does not conflict with the use of on-site parking spaces, other site elements, or on-site circulation.
 - (c) Drive-up/drive-thru lanes that are accessory to buildings with drive-up windows shall be designed to include a one-way by-pass lane available to users should they seek to remove themselves from the drive-up/drive-thru lane.
 - (d) Drive-up/drive-thru lanes that are accessory to a building with drive-up windows or other such facilities shall be designed with a landscape area between the drive-up/drive-thru lanes and the building to which it is accessory except on the side of the building that contains the drive-up window or other such facility. This area shall be planted with shrubs and trees in accordance with Section 27 of Appendix A – Zoning. The landscape area may be used for menu boards to the extent otherwise permitted by this article and other regulations of the City.
 - (e) Queuing spaces shall be a minimum of ten (10) feet in width and a minimum of twenty (20) feet in length. Drive-up/drive thru lanes shall be a minimum of ten (10) feet wide. A one-way by-pass lane shall be a minimum width of eleven (11) feet wide.

(E) *Regulations applicable to off-street loading.*

- (1) *Location of required loading spaces.* Loading spaces shall be located on the same lot as the building or structure to which they are accessory. No loading space shall be located in a required front yard.
- (2) *Designation and use.* Each required loading space shall be designated as such. A loading space may be used for other purposes provided it is available as a loading space when needed for such use.
- (3) *Computation of the number of required loading spaces.*
 - (a) In the computation of the number of required loading spaces, floor area shall be deemed to include the gross area of the floor area devoted to a particular use and any use incidental thereto, which floor area shall be measured along the interior faces of the walls or partitions which surround the perimeter of the space the use occupies.
 - (b) If a building is devoted to more than one use, the number of loading spaces required shall be computed separately on the basis of the floor area occupied by each such use.
- (4) *Loading; design and maintenance.*
 - (a) *Dimensions.* Required off-street loading spaces shall not be less than ten feet in width and shall have an unobstructed vertical clearance of not less than fourteen feet. The minimum length of loading spaces shall be fifty feet.
 - (b) *Surfacing and drainage.* Loading spaces and maneuvering areas related thereto shall be surfaced with asphalt, concrete, or other hard surface dustless material and be so constructed to provide for adequate drainage and to prevent the release of dust.
- (5) *Required number of loading spaces.* The number of loading spaces required for specified categories of uses is set forth on Chart 5.”

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

ATTEST:

Melissa B. Wright
City Recorder

Shane McFarland, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Planning Commission Recommendations
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Scheduling a matter previously heard by the Planning Commission for a public hearing before Council.

Staff Recommendation

Schedule a public hearing for the item below on September 24, 2020.

Background Information

During its regular meeting on August 5, 2020, the Planning Commission conducted a public hearing on the item listed below. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

- a. Sign Ordinance Amendment [2020-802] to amend Murfreesboro City Code, Chapter 25.2 Signs, Section 25.2-2, 25.2-4, 25.2-23, 25.2-24, 25.2-25, and Section 25.2-26, for the purposes of: (1) adding a definition of "External Customer Transaction Portal" and allow certain, limited electronic changeable signs at external locations such as ATMs, drive-up windows, and gasoline pumps; (2) decreasing the time a temporary sign can be claimed and increasing the fee of temporary signs picked up in the ROW; (3) prohibiting certain materials from use in signage; (4) reducing the maximum allowable size of temporary signs; and (5) allowing murals on more than two sides of a building, City of Murfreesboro Building and Codes Department applicant.

Fiscal Impact

The only fiscal impact is the cost of advertising in the newspaper (exact cost unknown at this time).

COUNCIL COMMUNICATION

Meeting Date: 08/12/2020

Item Title: Funding of Strategic Partnerships
Department: Community Services – Strategic Partnerships
Presented by: Angela Jackson, Executive Director of Community Services
Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Funding recommendations and alignments for Strategic Partnerships.

Staff Recommendation

Approve fund as show on the attached Strategic Partnership Funding Schedule.

Background Information

The Strategic Partnership budget includes funding for agencies that provide services for economic development, tourism, health, education, welfare, safety, arts and culture, and enhanced public services. Funding is considered for other government agencies, non-profit charitable organizations and non-profit civic organizations.

Strategic Operating Partners that are aligned for review of application and funding recommendations with Economic Development, Parks and Recreation, Police, and Transportation were reflected in the expenditure summary of the respective City Department in the current budget. Strategic Operating Partners that are aligned with Schools and Community Development are listed in the Strategic Partnership section because their Department budgets have State & Federal review and requirements. This alignment reflects increased departmental and agency synergy for focused community impact consistent with Council’s stated goals.

The three-year transitional implementation from the historically funded “Outside Agencies” to “Strategic Partnerships” began in FY20. In the current budget, considered Year Two of the transition, funding for each of the qualifying partnering agencies was budgeted at level amounts consistent to previous years’ funding.

Council Priorities Served

Maintain Public Safety

Agencies that provide vital and relevant services to respond effectively to citizen needs and have a direct relationship with MPD are aligned as Strategic Operating Partners and are now funded through the MPD budget. For example, the Domestic Violence Program, Inc. has a MOU with MPD for sexual assault services response. This process provides for continued re-investment and focus on the City’s visioning and planning for long-term livability and quality of life impact.

Responsible Budgeting

The Strategic Partnership application and review requires an assessment and reporting process to ensure measurable goals and objectives are met. In addition to direct funding, consideration of in-kind services, leases, and improved communication with partners are valued. This process identifies and supports value added services that directly impact and enhance the City's mission and vision in a way that stewards the City's limited financial resources.

Improve Economic Development

Funding also supports agencies and initiatives that contribute to economic development vitality and future prosperity of the City.

Establish a City Brand

Working with strategic partners will be a critical part of the customer service vision. that will be reflected in the City's brand identification.

Fiscal Impact

Recommended funding levels are budgeted for FY21.

Attachments

Funding Schedule

STRATEGIC PARTNERSHIPS FUNDING SCHEDULE

Strategic Operating Partners: Community Development	
Housing, Health, and Human Services Alliance (H3ARC)	\$20,000
Boys & Girls Club	\$10,000
Greenhouse Ministries	\$10,000
Journeys in Community Living	\$10,000
Primary Care and Hope Clinic	\$10,000
Special Kids Therapy and Nursing Center	\$10,000
The Family Center (Exchange Club)	\$6,000
Second Harvest Food Bank of Middle Tennessee	\$5,000
Portico	\$3,500
Strategic Operating Partners: Economic Development	
Main Street Murfreesboro/Rutherford County, Inc.	\$40,000
Strategic Operating Partners: Police	
Child Advocacy Center (utilities)	\$10,000
Domestic Violence Program, Inc. – Emergency Safe Shelter	\$10,000
Child Advocacy Center	\$7,500
CASA of Rutherford County	\$5,000
Domestic Violence Program, Inc. – Sexual Assault Services	\$2,500
STRATEGIC OPERATING PARTNERS: Parks And Recreation	
Discovery Center	\$20,000
Oaklands Association	\$20,000
Mid-Cumberland Human Resource Agency - Meals-on-Wheels	\$10,000
Leadership Academy, Dr. Martin Luther King, Jr. Scholarship Fund	\$8,000

Strategic Operating Partners: Schools	
Read to Succeed	\$10,000
Strategic Operating Partners: Transportation	
Transit Alliance of Middle Tennessee	\$5,000
Governmental Services	
Rutherford County Library System	\$1,071,159
Rutherford County Library System - MGL Library at Patterson	\$185,763
Rutherford County PAWS	\$70,000
Tennessee Rehabilitation Center at Murfreesboro	\$52,530
Rutherford County Health Department	\$11,000
Rutherford County Soil Conservation District	\$2,500
Strategic Funding Partners	
Center for the Arts	\$25,000
Tennessee Philharmonic Orchestra	\$15,000
Ethos Youth Ensembles	\$10,000
Jesse C Beesley Animal Humane Foundation	\$3,000

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Lease for Wee Care Day Care
Department: Community Services – Strategic Partnerships
Presented by: Angela Jackson, Executive Director of Community Services
Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Renew lease agreement with Wee Care Day Care Center for facility located at 510 Hancock Street.

Staff Recommendation

Approve a lease agreement with Wee Care Day Care.

Background Information

Wee Care Day Care is a nonprofit organization that serves low income families and is licensed by the State of Tennessee to provide childcare services for children ages six-weeks to five-years.

The facility housing Wee Care is City-owned and is located at 510 Hancock Street, adjacent to Patterson Park Community Center. It was constructed in 1980 with funds provided by the Department of Housing and Urban Development’s Community Development Grant and has been utilized by Wee Care exclusively since then.

The Strategic Partnership process requires assessment and reporting to ensure measurable goals and objectives are met, and tracks not only direct funding, but also in-kind services. The renewal of this lease clarifies required insurance, property maintenance, and inspection reporting.

Council Priorities Served

Responsible budgeting

Strategic Partnerships identify and support value-added services that directly impact and enhance the City’s mission.

Fiscal Impact

None. This continues an in-kind contribution by the City to Wee Care Day Care for monthly rental that is valued at \$2,750 per month.

Attachment

Lease Agreement

THIS INSTRUMENT PREPARED BY:
Kelley Blevins Baker
Assistant City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
(615) 849-2616

LEASE AGREEMENT

This Lease Agreement made and entered into on this the ____ day of _____, 2020, by and between **CITY OF MURFREESBORO**, a municipal corporation organized pursuant to the laws of the state of Tennessee and located in Rutherford County, hereinafter referred to as "Lessor" and **WEE CARE DAY CARE CENTER**, a non-profit Tennessee corporation, with its principal office currently at 510 South Hancock Street, Murfreesboro, Tennessee, hereinafter referred to as "Lessee":

WITNESSETH:

Subject to the terms and conditions hereinafter set forth, Lessor lets and leases unto Lessee and Lessee hereby accepts as tenant of said Lessor, the Day Care Center Building and adjacent land contiguous thereto and fenced, located at 510 South Hancock Street, in the 13th Civil District of Rutherford County and in the City of Murfreesboro, Tennessee. Wee Care Day Care shall use the Premises to serve the community as a childcare provider appropriately licensed with the Tennessee Department of Human Services.

1. The term of the Lease shall be for one year, from _____ to _____.
2. The monthly rental shall be \$2,750 per month; PROVIDED HOWEVER that for so long as the Lessee is not in default of any provision of this Lease, Lessor shall treat the monthly rent as an in-kind contribution.
3. The Lessee shall maintain liability insurance on the Property and shall name the Lessor as an additional insured. Annually, Lessee shall provide Lessor a copy of the insurance certificate and endorsement naming Lessor as an additional insured. Lessee shall provide Lessor with a copy of such insurance policy upon request. The Lessee shall maintain a minimum of One Million Dollar combined single limits for general liability, professional liability, automobile liability, and non-owned liability insurance. Notwithstanding the foregoing, Lessor may require Lessee to maintain minimum liability limits greater than One Million Dollars as provided herein, upon review by Lessor annually upon renewal based upon the Consumer Price Index for Cost of Living and other relevant factors bearing upon the subject of liability insurance.
4. The Lessee shall maintain worker's compensation insurance on all employees, if required by law and shall assure that employees of any partner or subtenant organizations are likewise covered by workers' compensation if required by law. If workers' compensation insurance is not required by law, Lessee shall assure that its employees or volunteers, and the employees and volunteers of any partner or subtenant organizations, are covered by appropriate insurance covering accidental injury suffered while on or about the Premises.
5. The Lessor shall maintain fire and casualty insurance on the building. Lessee shall be solely responsible for providing fire, casualty or other such insurance in appropriate amounts on personal property, furnishings or other building contents.
6. The Lessor shall be responsible for maintaining the roof and the structural exterior walls. All other maintenance shall be at the expense of the Lessee. Lessee shall be responsible for all mechanical, electrical, heating and air-conditioning, equipment, and plumbing. Lessee shall be responsible for maintenance of the parking lot, driveway and grounds. Lessee shall be solely responsible for providing playground equipment and ensuring that the playground meets all applicable regulations and requirements solely at their expense.
7. The Lessee shall be responsible for paying all utilities.

8. The Lessee shall continue to satisfy the purposes set forth in its Charter for Non-Profit Corporation filed with the Secretary of State of Tennessee on January 3, 1980 and shall satisfy the requirements of an 25 U.S.C. § 501 (c)(3) corporation. Any deviation will be treated as a breach of this Lease Agreement. In addition, the Lessee shall make its books and records available to the City of Murfreesboro at all reasonable times. The Lessee shall submit its proposed budget annually and also an exact statement of its actual operating expenses for the previous year.
9. Lessee shall maintain a childcare license with the State of Tennessee in good standing throughout the duration of this lease. If such childcare license is suspended or revoked for any reason, the City reserves it right to immediately terminate this Lease Agreement.
10. The Lessee covenants and agrees that it will not otherwise sublet any part of the Leased Premises, or assign the Lease or any part thereof, without the prior written consent of Lessor.
11. Lessee hereby covenants and agrees that it will not discriminate against any person on any unlawful basis, including but not limited to race, religion, national origin, age, sex, or disability and that its programs and services comply with the Americans with Disability Act.
12. Lessee agrees that all new construction and all activities shall be in conformity with the Americans with Disabilities Act.
13. Lessee shall have the right, at Lessee's cost and expense, to make alterations and additions to the building located on the Property let hereby, provided, however, that major alterations and additions of \$7,500.00 or more are approved by Lessor in writing, which approval will not be unreasonably withheld. Such alterations and additions shall be in accord with the laws, rules and regulations of applicable governmental authority or any agency thereof and Americans with Disabilities Act as provided in the paragraph 12.
14. Lessor shall have the right to inspect the Property. Lessee shall provide the Lessor a copy of inspections performed by the State of Tennessee or other governing body within 30 calendar days of receipt, providing evidence of compliance, correction action taken or planned by the abatement date indicated on the notice.
15. The Lessor shall provide basic termite/pest control protection to the Structure. Basic termite/pest control shall encompass an annual termite inspection with treatment as needed and pest control as needed.
16. The Lessee covenants and agrees as follows:
 - a. To indemnify Lessor against, and to hold Lessor free and harmless from loss from, each and every claim and demand of whatever nature, made on behalf of or any other person or persons, for any wrongful or negligent act or omission on the part of Lessee, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions;
 - b. That no signs or advertising may be erected or posted on the above described Property without the prior written approval of Lessor and that any signage erected with Lessor's approval shall comply with the City of Murfreesboro Sign Ordinance;
 - c. To observe and obey all rules, regulations and procedures promulgated by Lessor;
 - d. To Follow all rules and regulations of the State Fire Marshall's Office, the Murfreesboro Fire Department, the City of Murfreesboro, and the Rutherford County Health department while utilizing the kitchen on these Premises; and
 - e. Lessee agrees and understands that no children under the age of eighteen (18), including children of Lessee's employees, shall be allowed in the kitchen at any time.
17. The Lessee shall provide the Lessor, upon request, access to any and all records of Lessee relative to this Agreement, and shall respond to the Lessor's requests for information, as necessary for Lessor to verify and/or determine Lessee's compliance with the terms of this Lease Agreement and Lessee shall provide copies of same to Lessor if necessary.

18. Either Party may terminate the Lease Agreement, with thirty (30) days written notice. Termination may result from a Party's failure to abide by the terms of this Lease Agreement. In the event of a breach of the Lease Agreement, the non-breaching party may, but is not required to, give the breaching party an opportunity to timely correct the default. In the event the breaching party defaults in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from the non-breaching party, the non-breaching party at its option may at once terminate this Lease by written notice to the breaching party, whereupon this Lease shall end.
19. Upon termination or expiration of this Lease, Lessee shall peaceably surrender to Lessor the Property in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which Lessee has no control or acts for which Lessor is responsible pursuant to this Lease, excepted. Upon expiration or termination of the Lease, improvements made to the Property shall revert to Lessor. Notwithstanding the above, Lessee shall have the right to remove any trade fixtures from such Property, subject to Lessee's obligation to repair any damage to the Property resulting from such removal.
20. The Lessee shall provide an authorized person to be the point of contact for the Lessor and such person shall be responsible for updating the Lessor with any changes relative to the officers of the Lessee, addresses, telephone numbers, etc.
21. If the Property becomes inoperable or unusable or the Lessor discontinues operation, then the Lessor has no obligation to provide substitute space for Lessee's use.
22. Time is of the essence of this Lease Agreement. The provisions, covenants, agreements and conditions of this Lease shall be binding upon and/or shall inure to the benefit of Lessor and Lessee, their successors and assigns.
23. If Lessee remains in possession of premises after the expiration of the term hereof or any extension thereof, Lessee shall be a tenant at will and there shall be no automatic renewal of this Lease by operation of law.
24. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To Lessor at:
 City of Murfreesboro
 Attention: City Manager
 111 West Vine Street
 Murfreesboro, TN 37130

To Lessee at:
 Wee Care Day Care Center
 c/o Linda Hardyman, Board Chair
 510 South Hancock Street
 Murfreesboro, TN 37130

25. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.
26. The provisions, covenants, agreements and conditions of this Lease shall be binding upon and/or shall inure to the benefit of the Lessor and the Lessee, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and date first above written.

CITY OF MURFREESBORO

By: _____
 Mayor Shane McFarland

ATTEST:

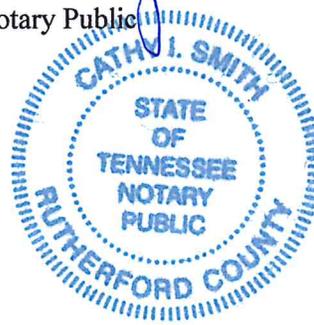
Before me, the undersigned Notary Public, in and for said County and State, personally appeared **LINDA HARDYMON** and **KATIE WILSON**, with both of whom I am personally acquainted, and who, upon their oaths acknowledged themselves to be respectively, the Board Chair and Vice Chair of **WEE CARE DAY CARE CENTER**, one of the bargainors, and that they as such Board Chair and Vice Chair, being authorized to do so, executed the within foregoing instrument (**LEASE AGREEMENT**) for the purposes therein contained, by signing, by themselves as such Board Chair and Vice Chair, respectively, said corporation having no corporate seal.

Witness my hand and official seal at office in Murfreesboro, Tennessee,
on this the 20th day of July, 2020.

Cathy L. Smith
Notary Public

My Commission Expires: 11/20/2021

(seal)



COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Change Order Request for Stones River Greenway Ext Phase IV

Department: Engineering

Presented by: Chris Griffith, City Engineer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Change order request to reflect increase in the line item quantity for Road and Drainage.

Staff Recommendation

Approval of Change Order Request No. 5 that will increase the amount of the original contract from \$5,443,200 to approximately \$5,623,200, based on savings from other line items.

Background Information

The Stones River Greenway Extension Phase IV project consisted of paving a section of the greenway and providing trailhead amenities along the West Fork of Stones River from Barfield Road to Barfield Crescent Park, approximately 2.65 miles. Bids for the construction of the project were received on April 13, 2017 with Jarrett Builders, Inc. being awarded the contract as low bidder. The contractor reached substantial completion on March 10, 2020.

During construction, line item for road and drainage project grading increased by 27,051.21 CY due to an inadequate base survey that the original quantities were estimated from.

Council Priorities Served

Expand infrastructure

Extension of Greenway provides the community with improved trailhead access and connectivity to existing trails.

Fiscal Impact

The requested change order amount is \$707,659.65, however due to savings in other areas of approximately \$527,000, the contract amount will increase by about \$180,000 or 3.3%.

Attachments

Change Order Request No. 5

J. Jarrett
M. Mur

Bond No. 8048204



Local Government Guidelines Form 8-30
March 9, 2018

**Supplemental Agreement and/or Request for Construction Change
Change Order Request #5**

Project Title/Termini:	<u>Stones River Greenway Extension Phase IV</u>		
Owner:	<u>City of Murfreesboro</u>	PIN:	<u>040844.00</u>
Address:	<u>111 West Vine St.</u>	State Project No.:	<u>75951-3783-94</u>
	<u>Murfreesboro, TN 37310</u>	Federal Project No.:	<u>HPP-9311 (9)</u>
		Contract No.:	<u>040145</u>
County:	<u>Rutherford</u>		

Whereas, we Jarrett Builders, Inc. with Westfield Insurance Co., as a Surety, entered into a contract with the City of Murfreesboro, on 04/13/2017, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Increase the line item 203-01 quantity by 27,051.21 CY. This is due to the overage in the road and drainage line item. The attached documentation is justification of the overage. This would increase the contract amount by \$707,659.65. This overage will be covered by the local agency.

As a result of this Change Order, contract time shall:

Not Change, Increase by ____ days, Decrease by ____ days

Original Construction Completion Time: 730 days (Date: 9/11/2019)

Original Contract Amount:	<u>\$5,443,200.00</u>
Approved Change Orders:	<u>\$(43,039.70)</u>
Current Change Order:	<u>\$707,659.65</u>
Pending Change Orders:	<u>\$0.00</u>
Total Change Orders::	<u>\$664,619.95</u>

Contract Completion Time with Change Orders: 804 days (Date: 11/24/2019)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/01/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4110812 07

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JAMES L. NOE, III, STEPHANIE RICHARDSON, ANDREW C. BENNETT, DEIDRE KITTREDGE, CRAIG M. WHITLOW, PAMELA D. PUSKARICH, JOINTLY OR SEVERALLY

of FRANKLIN and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2017.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 01st day of MARCH A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of July A.D., 2020.



Frank A. Carrino, Secretary



... creating a better quality of life

June 23, 2020

Ms. Katie Brown, Program Monitor
TDOT – Local Programs Development Office
James K. Polk Bldg., 6th Floor
505 Deaderick Street
Nashville, TN 37243

RE: **Stones River Greenway – Phase 4 Construction**
Pin No. 040844.00, TDOT Contract No. 040145, Federal Contract No. HPP-9311(9)

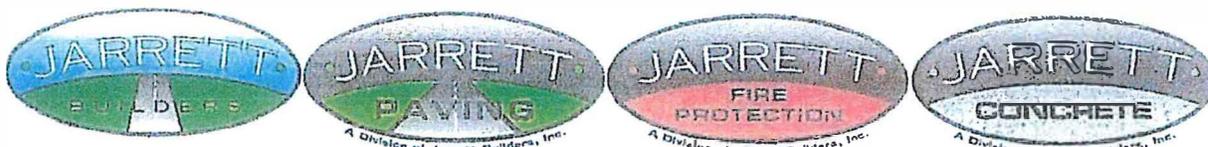
Dear Ms. Brown:

In response to your request of June 22, 2020 regarding City funds available for the Stones River Greenway (SRGW) project, the City of Murfreesboro affirms that the funds for the SRGW project were appropriated by the Murfreesboro City Council and are available to cover any overages of the project. The SRGW project, as detailed above, is listed in the bond issuance dated March 1, 2019.

Sincerely,

Melissa B. Wright, CPA
City Recorder/Finance Director

Cc: Jim Kerr



June 30, 2020

Joe Ehleben
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37310

RE: Stones River Greenway Extension Phase IV
203-01 Line Item Overrun
PIN: 040844.00
State #: 75951-3783-94
Federal #: HPP-93.11 (9)
Contract: 040145

To Whom It May Concern:

There were multiple factors that caused line item 203-01 to overrun 27051.21 CY's.

The City and Ragan Smith adjusted the plan grades for the following reasons:

- ADA requirements were not able to be met following the plan grades
- Storm drainage outfalls conflicts with proposed grades
- Raising the trail to eliminate undercutting
- Original plans quantities were low

The overage calculations are based on a topo, that was performed by the City of Murfreesboro's consulting firm, throughout the trail after all areas had been completed. The calculations from the topo that Ragan and Smith performed clearly show these findings.

Sincerely,

Mike Wood
Senior Project Manager
Jarrett Builders, Inc.



DATE: 2/25/2020

PROJECT: STONES RIVER GREENWAY EXTENTION PH IV

SUBJECT: Topographical Survey

This is a memo concerning item 203-01 (Road and Drainage) during the construction of the Stones River Greenway PH IV.

Throughout the construction of the greenway trail the Road and Drainage line item was an all-encompassing item which included – “All project grading (rough grading, fine grading, trail edge backfill etc.)”. Within the pre-construction minutes it was stated that the cuts and fills would be measured daily and paid per those measurements. It also stated that the borrow for the job was to be paid for per cross-sectional survey. During construction of the trail it was discovered that one and a half to two feet of topsoil needed to be excavated and replaced with suitable material throughout trail alignment. It was agreed upon between the contractor and City of Murfreesboro that what was excavated would be measured daily and paid under road and drainage. It was also agreed upon between the contractor and City of Murfreesboro that the borrow that was placed within the excavated area would be paid for under road and drainage through a cross sectional survey. During the subgrade preparation stage of the trail, the excavated topsoil was placed in a windrowed fashion along on the sides for future trail edge backfill. Due to the irregular dimensions of the trail slopes, it was agreed upon between the contractor and City of Murfreesboro that the slopes would be measured and quantified through a cross sectional survey after and area was complete. In November 2019 Ragan Smith Associates performed a topographical survey to measure slope fills throughout the entire trail. The data that was compiled was reviewed by Ragan Smith, Jarrett Builders, and the City of Murfreesboro. It was stated in the contract book (Addendum #2- Question 1.1) that a base survey was performed by a licensed surveyor independent of Lose and Associates. It was discovered that this base survey was performed by Huddleston-Steele and was only for property acquisition(horizontal) purposes – not for topographical information. Since the base survey did not pair with the survey that Ragan Smith performed, the City had to calculate the slope quantities off the GIS survey data provided by Lose and Associates within the contract plans. The City of Murfreesboro processed this data by analyzing contour lines and pairing them with the survey points that Ragan Smith provided within their survey. This quantity came up to 2,466.99 cubic yards of cut and 27,323.82 cubic yards of fill within the trail slopes. The City of Murfreesboro met with the contractor to discuss this quantity and it was agreed upon to be paid under the Road and Drainage line item. Due to not having a traditional base survey and having to aquire original data through GIS contours - this caused item 203-01

to over run the estimated contract amount. Since the agreement was made to substitute the undercut material for borrow and classify all excavation under the Road and Drainage line item, it was anticipated that item 203-01 would overrun. Classifying the items this way, the project did not realize the undercut quantity of 8850 CY and 12303.98 tons of shot rock without fines (for undercutting). If the shot rock tonnage is converted to cubic yards at a rate of 1.5, the total cubic yardage not realized for undercut would be 17,052.65 CY. Looking at the difference between the road and drainage overage and the unused undercut cubic yardage, the net balance concerning grade work is 9,790.16 CY over estimated contract amount.

A handwritten signature in black ink, appearing to read 'Joe Ehleben', written in a cursive style.

Joe Ehleben

Public Works Inspector

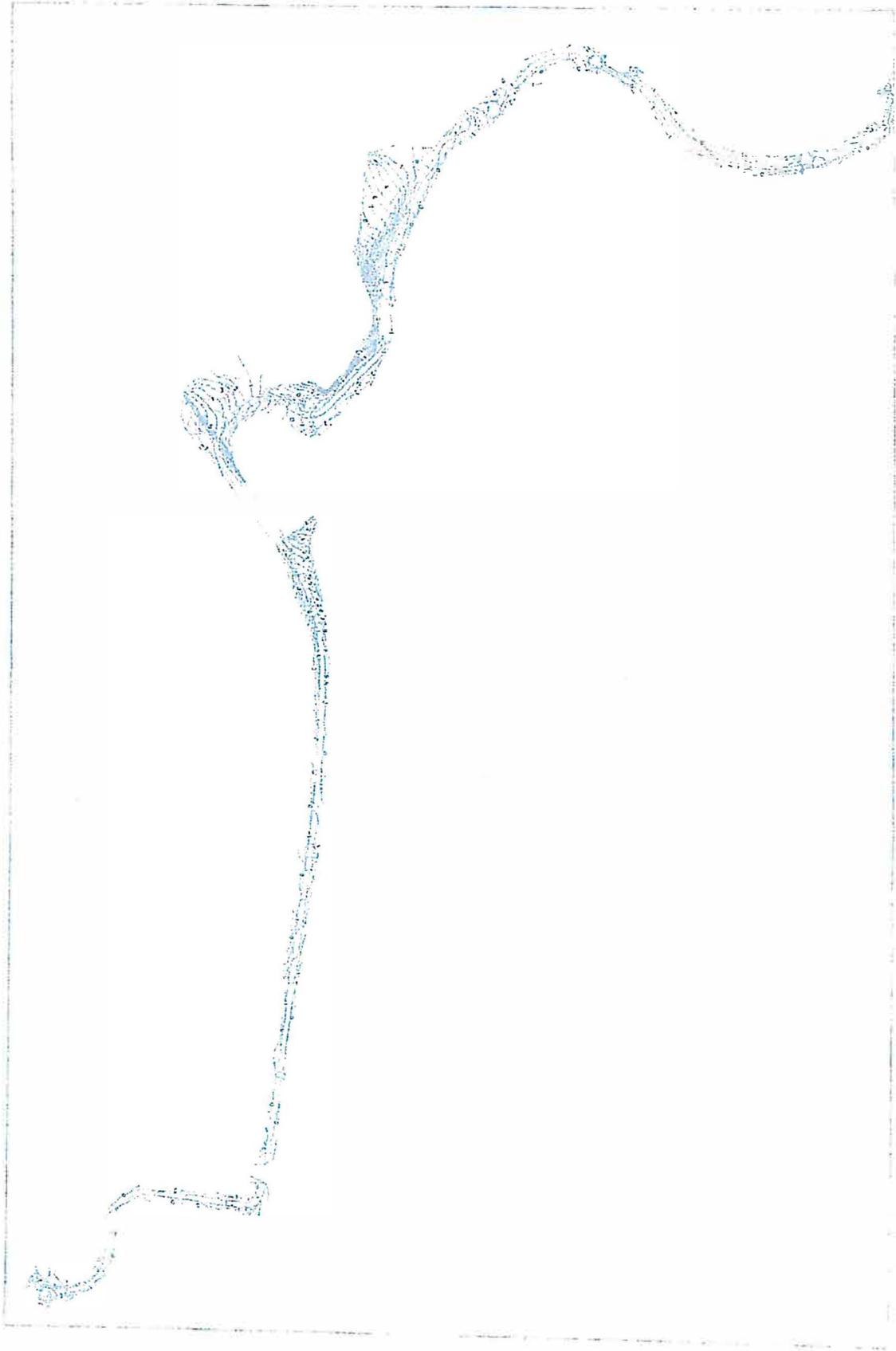
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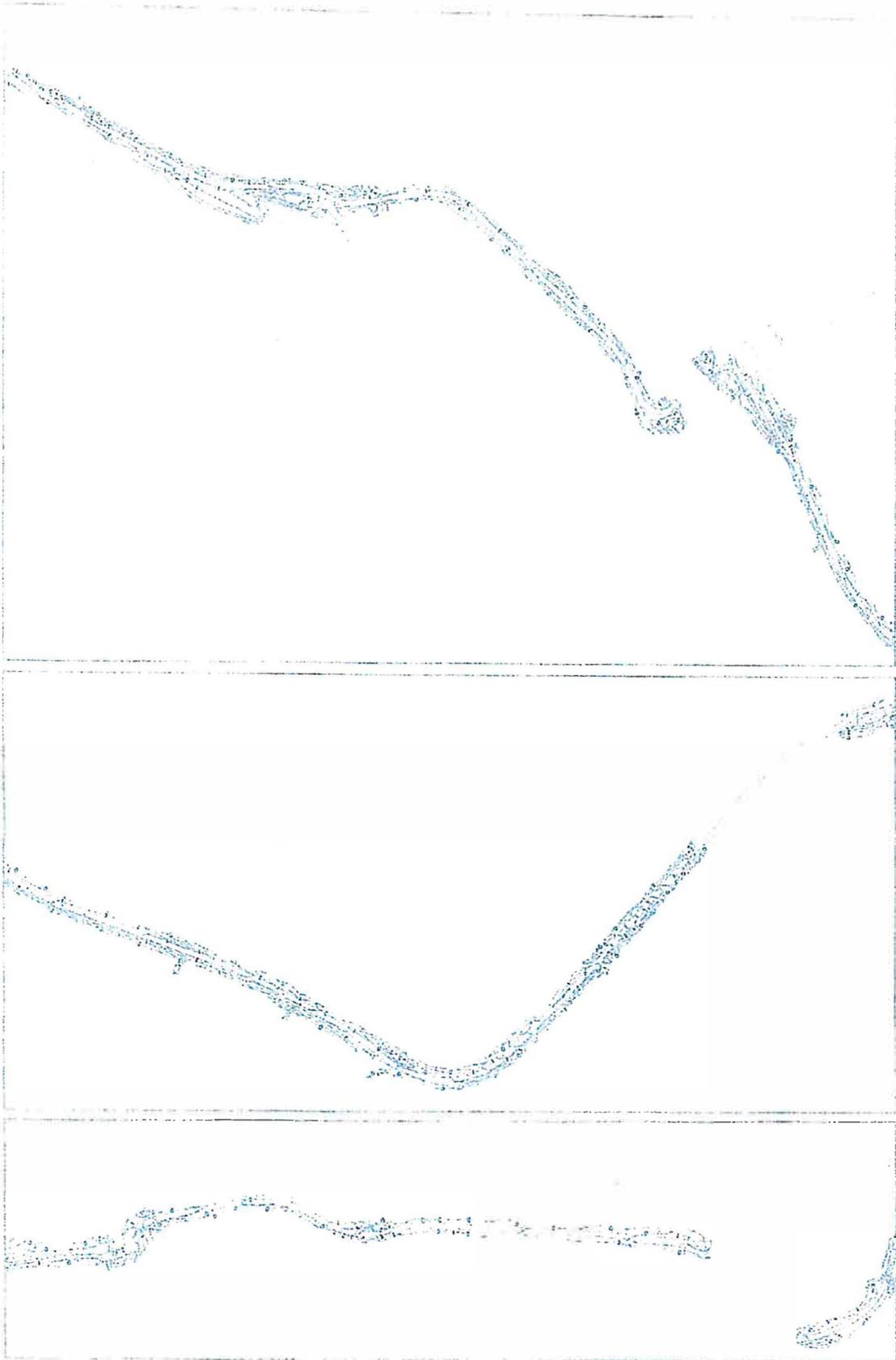
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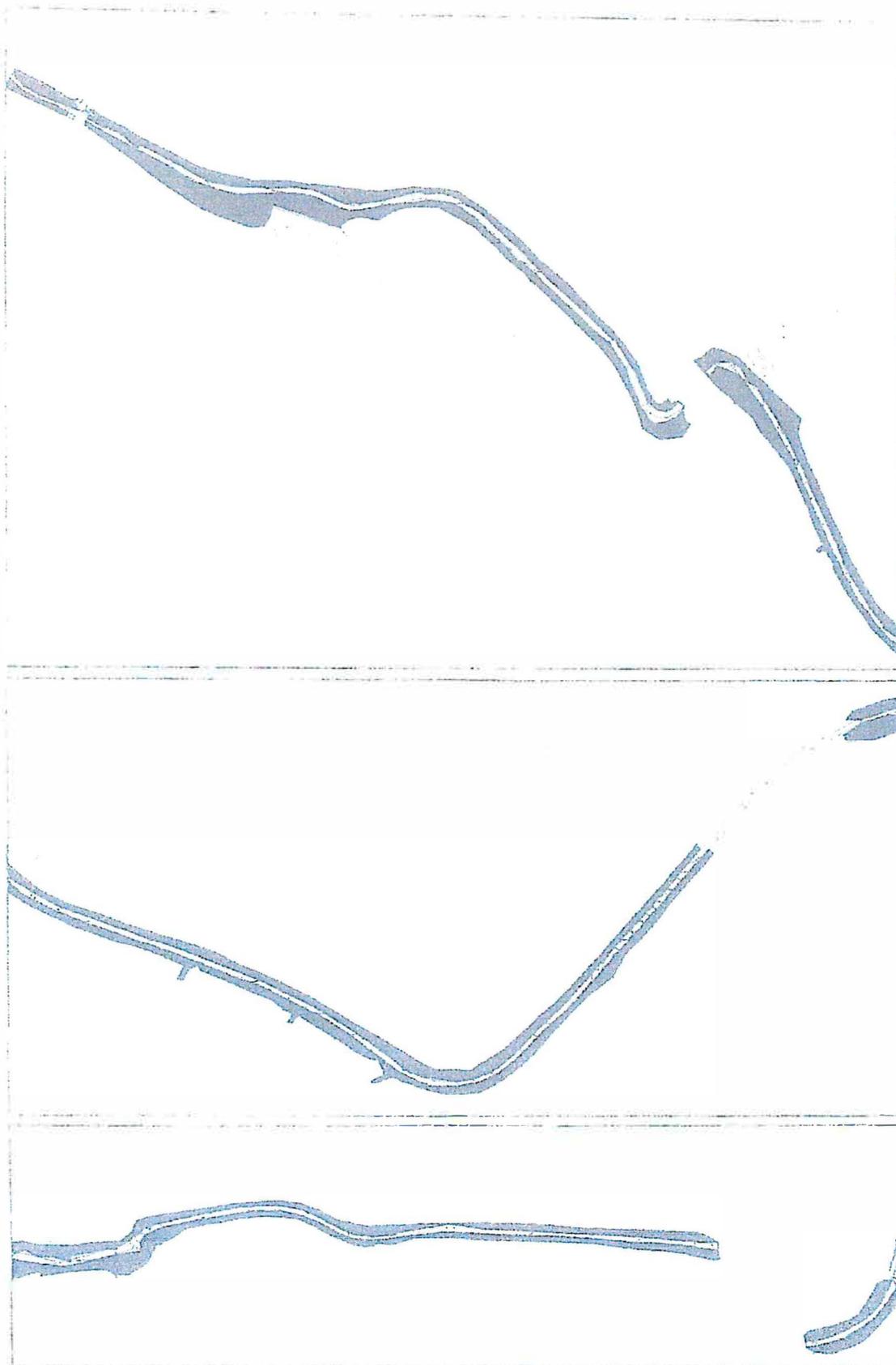
Volume Summary							
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
earthwork	full	1.000	1.000	783173.27	2956.03	35782.84	32826.82<Fill>
EARTHWORK LEFT SIDE	full	1.000	1.000	361521.33	1222.08	19116.46	17894.38<Fill>
earthwork right side	full	1.000	1.000	251074.62	1244.91	8207.36	6962.45<Fill>

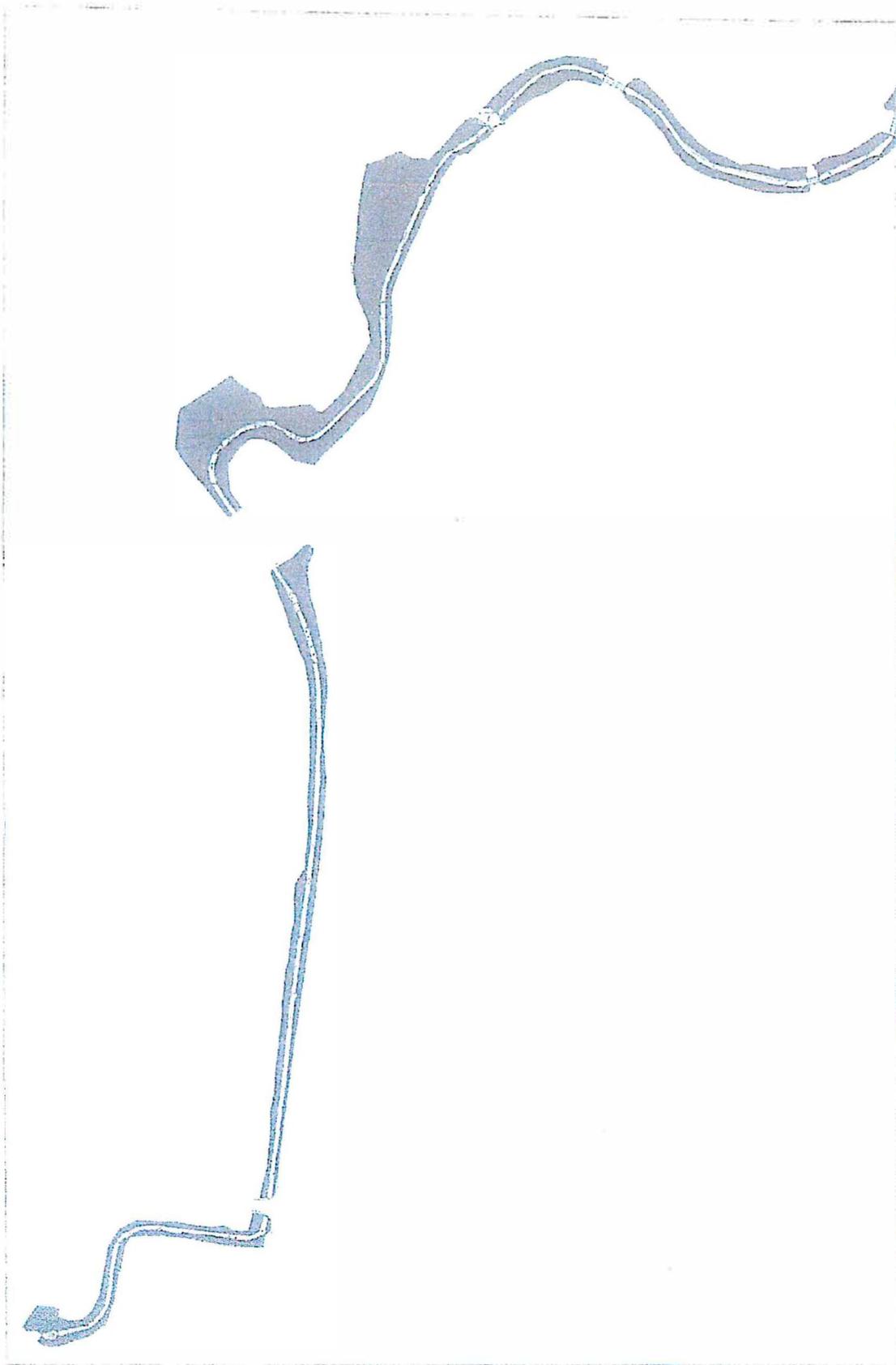
Totals					
		2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total		1395769.22	5423.01	63106.66	57683.65<Fill>

* Value adjusted by cut or fill factor other than 1.0



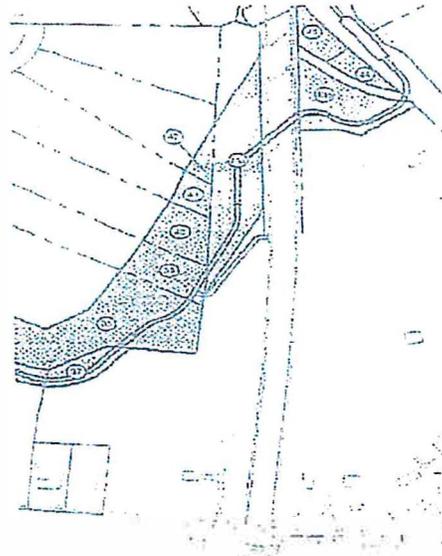








- 9. Is there a detail for item number 926-10.01 stamped concrete?
 - a. Refer to Details 4 and 5 on Sheet C4.01 for stamped concrete detail.
- 8. Is the bid item "ground mounted plaque" the same as the "dedication marker" on p. C4.04 detail 5?
 - a. Yes
- 10. To Clarify, if the excavation is to be paid for on initial and final topo's that pick up cut and fill quantities will these two quantities be added together for the quantity of unclassified excavation?
 - a. Contractor shall refer to Section 203.02 on sheet 142 of the TDOT 2015 Standard Specifications for Road and Bridge Construction.
- 11. Number 14 under General Notes of sheet C0.03 states that "Lose & Associates, Inc. accepts no responsibility for the accuracy of the base survey information provided by others." To clarify, does this mean that the contractor is to include costs to resurvey the existing conditions to capture final quantities? Could this affect the design if there is a bust? Will this need to be done and submitted for review prior to start of excavation?
 - a. The base survey was conducted by a licensed surveyor independent of Lose & Associates, Inc. Contractor shall refer to Layout Note #4 on Sheet C0.03 for clarification of responsibilities.
- 12. Estimated start date of construction?
 - a. Estimated start date of construction will be within 60 days of bid award.
- 13. Sheet C0.06. Handicap ramp from Veterans Parkway Road: is this outside the property acquisition area? Below Drawing:



- a. Ramp is located on City property.

Joe Ehleben

From: Doug Vaught <dvaught@hsengr.com>
Sent: Tuesday, February 25, 2020 9:41 AM
To: Joe Ehleben
Cc: Bill Huddleston
Subject: RE: [EXTERNAL]- Stones River Greenway Section IV Info

Joe:

What I told Michelle was the same thing I emailed you originally-Except for topo at the two existing slab bridges- all the surveying we did on Section IV was for property acquisition- (horizontal). We had done topo for the route for Phases I through III-but Lose used some other topo (possibly aerial) for the route on this section.(IV) I had asked Michelle if anyone had contacted Lee Davidson at Lose and Associates about a vertical datum or source for the topo and she said nobody had contacted them at that time. Once I got off the phone with Michelle Emerson. I called Brandon Buschling at Ragan-Smith and told him the same thing so everyone would be on the same page. I told Brandon that any future project related data (.job,.raw, or .survey files) would need to come through the City of Murfreesboro. I told Brandon to contact me directly if he had any specific Surveying questions about survey control location, etc..

Hope that helps. Any more questions, please let us know

From: Joe Ehleben <jehleben@murfreesborotn.gov>
Sent: Tuesday, February 25, 2020 9:26 AM
To: Doug Vaught <dvaught@hsengr.com>
Subject: FW: [EXTERNAL]- Stones River Greenway Section IV Info

Good Morning Doug,

I have been speaking with Michele Emerson and wanted to confirm some information. She said that she spoke with you on the phone concerning the base survey you all did for the Stones River Greenway Project PH IV. It was explained to me that the survey information you all provided Lose and Associates was not for topographical purposes but more for building pad and monument locations. Is this correct?

Thanks for all the help.

Joe Ehleben
Public Works Inspector
Engineering Department
City of Murfreesboro
Office: 615-893-6441
jehleben@murfreesborotn.gov



From: Michele Emerson <memerson@murfreesborotn.gov>
Sent: Tuesday, February 25, 2020 9:06 AM
To: Joe Ehleben <jeleben@murfreesborotn.gov>
Subject: FW: [EXTERNAL]- Stones River Greenway Section IV Info

Michele Emerson, P.E.
Assistant City Engineer
City of Murfreesboro-Public Works
(615)893-6441

From: Doug Vaught <dvaught@hsener.com>
Sent: Wednesday, January 22, 2020 2:58 PM
To: Michele Emerson <memerson@murfreesborotn.gov>
Cc: Bill Huddleston <bhudd@hsener.com>
Subject: [EXTERNAL]- Stones River Greenway Section IV Info

Michelle:

Please find attached the following:

SRGE IV AREA. ASC-ASCII POINT FILE FOR SURVEYING USE (Comma delimited)

SRGE IV PONTS_LAT LONG.TXT-SAME INFO AS ABOVE IN TXT FORMAT FORM WITH LAT/LONG.

I've spoken with Brandon Buschling of Ragan Smith (Murfreesboro office) and told him the same info on the Greenway drawing as I did you. I told him I would be sending you this info and that any future data (data collector .raw files, etc.) on this project would come through the City of Murfreesboro.

I told him to contact me directly if has any specific surveying questions about survey control and if you have any questions, please contact me.

Brandon's email address is BBuschling@ragansmith.com.

Thanks,

HUDDLESTON-STEELE ENGINEERING, INC.
Doug Vaught
615-893-4084



Pre-Construction Conference Meeting Minutes (continued)

Construction Special Notations: (N/A)

604-08.02, Labor, Equipment and Incidentals - Flagger

Payment is hourly. This item will require daily signature between inspection staff and contractor superintendent.

201-01.03, Clearing and Grubbing

Payment is AC. This will be viewed and paid as the project total of 17 AC = 1 Lump Sum

Documentation will not be calculated as AC but viewed as the overall Clearing and Grubbing for the full project. Appropriate AC will be paid once per month if work performed.

771-04.49, Seeding and Mulching

Payment is Lump Sum. Standard Specification 801

203-01, Road & Drainage Excavation (Unclassified)- Cuts & fills will be measured daiiy and paid per those Measurements. Remaining balance (borrow) to be paid per cross-sectional survey. City will be responsible for cross section surveys.

Safety Special Notations: (N/A)

GRADING NOTES

1. TOPSOIL SHALL BE STORED ON SITE IN LOCATIONS APPROVED BY THE OWNERS REPRESENTATIVE AND OUTSIDE AREAS PRONE TO FLOODING. DRAINAGE SHALL ROUTE AROUND THESE TOPSOIL STOCKPILES FOR THE DURATION OF THE GRADING OPERATIONS. EROSION CONTROL MEASURES SHALL PREVENT LOSS OF TOPSOIL MATERIAL.
2. UNSUITABLE SOILS SHALL BE UNIFORMLY SPREAD ACROSS NON-STRUCTURAL FILL AREAS AND COVERED WITH TOPSOIL AND SEEDED.
3. FILL AREAS SHALL BE PROOF-ROLLED WITH RUBBER-TIRED EQUIPMENT WITH A MINIMUM WEIGHT OF FIFTEEN TONS PRIOR TO BEGINNING FILL OPERATION. AREAS WHICH ARE SOFT OR UNSTABLE SHALL BE UNDERCUT UNTIL STABLE SOILS ARE FOUND. RECOMPACTION OF THESE SOILS TO 98 PERCENT MAXIMUM DRY DENSITY (AS PER ASTM D698 STANDARD PROCTOR) WILL BE ALLOWED, UNDER THE DIRECTION OF A QUALIFIED SOILS ENGINEER EMPLOYED BY THE CITY OF MURFREESBORO.
4. CUT AREA SHALL BE PROOF-ROLLED AFTER FINAL SUBGRADE IS ACHIEVED IN THE SAME MANNER AS FILLED AREAS. SOFT OR UNSTABLE SOILS SHALL BE SCARIFIED TO A DEPTH OF 12" AND RECOMPACTED TO 98 PERCENT MAXIMUM DRY DENSITY AS PER ASTM D698 (STANDARD PROCTOR).
5. CONFIRMATION OF ALL COMPACTION REQUIREMENTS SHALL BE CONFIRMED BY A QUALIFIED SOILS ENGINEER EMPLOYED BY THE CITY OF MURFREESBORO. SEE SPECIFICATION FOR SOIL COMPACTION RATES.
6. ALL FILL AREAS SHALL BE RAISED IN LIFTS NOT EXCEEDING 6 INCHES.
7. ALL AREAS WILL BE GRADED TO PROVIDE PROPER DRAINAGE AND PREVENT STANDING WATER.
8. ELEVATIONS SHOWN ON THE PLANS IS THE FINISH GRADE ELEVATION.
9. GRADING SHALL BE SEQUENCED SO THAT BASE STONE IS PLACED WITHIN 14 CALENDAR DAYS OF ACHIEVING OPTIMUM SUBGRADE COMPACTION.
10. ALL GRADING OPERATIONS SHALL BE COMPLETED IN COMPLIANCE OF CITY, COUNTY AND STATE LAND DISTURBANCE PERMITS AS REQUIRED.

LAYOUT NOTES

1. ALL LAYOUT MEASUREMENTS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. COORDINATE POINTS ARE SET USING THE COORDINATE SYSTEM REFERENCED BY GPS MONUMENTS SHOWN ON THIS SHEET.
3. ALL TOPOGRAPHIC INFORMATION PROVIDED IS TAKEN FROM THE CITY OF MURFREESBORO GIS INFORMATION.
4. LOSE AND ASSOCIATES, INC., ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF THE BASE INFORMATION AS PROVIDED. CONTRACTOR IS TO VERIFY ALL BASE INFORMATION AS NECESSARY AND TO ADVISE THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO ANY LAYOUT WORK.

ADA REQUIREMENTS

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Professional Services Contract for the Murfreesboro Transit Facility

Department: Transportation

Presented by: Jim Kerr

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Professional service contract to perform National Environmental Policy Act ("NEPA") design services and documentation up to 30% final design phase for the parcel at SR 99 and Bridge Avenue for the City's transit facility.

Staff Recommendation

Approve the professional service agreement and authorize staff to move forward with the development of the transit facility.

Background Information

The planned Murfreesboro Transit Facility will provide a centralized location for Rover operations, more benefit to the City for regional mobility, and Regional Transportation Authority (RTA) connectivity with potential park and ride expansions. The site at SR 99 and Bridge Avenue presents a viable location for the Facility, as it offers sufficient land to handle future planned services, with convenient connectivity to major thoroughfares.

Because the City received state and federal assistance for preliminary development of the original site (which was determined to be inadequate), the City is required to utilize local funds on the new site to complete the amount of work that was accomplished on the original site, or repay federal and state dollars expended on the original site totaling approximately \$690,000.

In order to remain eligible for state and federal assistance in the development, property acquisition and construction of this transit facility, the City, must satisfy these requirements.

Future grant funding is anticipated to be 80% Federal and 10% State, with 10% local; IMPROVE Act funding is expected to be 75% State and 25% local.

Council Priorities Served

Safe and Livable Neighborhoods

Establishing a Transit Center will provide greater convenience and security for transit patrons and allow for continued improvement and expansion of service.

Strong and Sustainable Financial and Economic Health

Improving and expanding transportation alternatives will facilitate employment opportunities for individuals and expanded service creates addition fee revenue.

Excellent Services with a Focus on Customer Service

The Transit Center will promote the use of Rover and greatly enhance the convenience for its patrons.

Engaging Our Community

The City will have public meeting and seek public input as part of the development process.

Fiscal Impact

Contract is time and material not to exceed \$834,325.00, funding is available through the CIP.

Attachments

1. Professional Services Contract for the Transit Facility
2. Letter of Support from Regional Transportation Authority (RTA)

**SHORT FORM AGREEMENT BETWEEN CITY AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 20___, between **CITY OF MURFREESBORO, TENNESSEE** (“CITY”), with offices at 111 West Vine Street, Murfreesboro, TN 37130, and **HDR ENGINEERING, INC.**, (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as **MURFREESBORO TRANSIT CENTER ENVIRONMENTAL AND DESIGN SERVICES** (“Project”);

WHEREAS, CITY desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, CITY and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF CITY

The CITY shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of hourly rates (as listed below) for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, and not to exceed the total ceiling amount of **\$834,324.74** without written authorization by the CITY prior to incurring any additional charges. Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, shipping and express, and other incurred expense.

PROFESSIONAL SERVICES HOURLY RATE SCHEDULE

Hourly Rates (includes direct labor, overhead, and profit)

CLASSIFICATION	HOURLY RATE
Project Principal	\$265.00
Project Manager	\$220.00
Deputy Project Manager	\$140.00
Architect	\$235.00
Architectural Designer	\$80.00
Sr. Facility Designer	\$130.00
Facility Designer	\$80.00
Project Assistant	\$70.00
Project Accountant	\$65.00
Sr. Transportation PE	\$235.00
Transportation PE	\$110.00
Jr. Transportation PE	\$90.00
Structural PE	\$240.00
Structural EIT/Designer	\$155.00
Mechanical PE	\$165.00
Mechanical EIT/Designer	\$65.00
Electrical PE	\$175.00
Electrical EIT/Designer	\$110.00
BIM Manager	\$150.00
Fire Protection Engineer	\$190.00
QA/QC Coordinator	\$185.00
Cost Estimator	\$210.00
Sr. Transit Planner	\$330.00
Sr. NEPA Planner	\$270.00
NEPA Planner	\$125.00
Sr. Arch/Hist	\$175.00
Env Plr/Scientist II	\$175.00
Env Plr/Scientist I	\$95.00
Sr. Communications Manager	\$150.00
Communications Coordinator	\$110.00
Graphic Designer	\$90.00
GIS Analyst	\$125.00

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MURFREESBORO, TENNESSEE
“CITY”

BY: _____

NAME: Shane McFarland

TITLE: Mayor

ADDRESS: 111 West Vine Street
Murfreesboro, TN 37130

DocuSigned by:

Adam F. Tucker

434202855159401...

Adam Tucker
City Attorney

HDR ENGINEERING, INC.
“ENGINEER”

BY: Brian H. Trotter

NAME: Brian H. Trotter

TITLE: Vice President

ADDRESS: 750 Old Hickory Boulevard
Building One, Suite 200
Brentwood, TN 37027

EXHIBIT A

SCOPE OF SERVICES

Table of Contents

Introduction
Technical Disciplines
Scope of Services

Task 1 - Review Existing Conditions

- 1.1 - Field Topo/Utility Survey of Selected Site**
- 1.2 - Site Visit**
- 1.3 - Initial Geotechnical Investigation and Phase I ESA**

Task 2 - Facility Programming

- 2.1 - Program Development**
- 2.2 - Draft Facility Program**
- 2.3 - City of Murfreesboro Review**

Task 3 - Conceptual Layouts

- 3.1 - Develop Conceptual Alternatives**
- 3.2 - Presentations**
- 3.3 - Conceptual Design Report**
- 3.4 - City of Murfreesboro Review**

Task 4 - Documented Categorical Exclusion

- 4.1 - Meetings**
- 4.2 - Purpose and Need**
- 4.3 - Technical Studies**
- 4.4 - Prepare Documented Categorical Exclusion**
- 4.5 - Public Involvement**

Task 5 - 30% (Schematic) Design

- 5.1 - Geotechnical Investigation**
- 5.2 - Develop Detailed 30% (Schematic) Plans**
- 5.3 - Order of Magnitude Cost Estimates and Milestone Schedule**
- 5.4 - 30% (Schematic) Design Submittal**
- 5.5 - City of Murfreesboro Review**

Schedule

The schedule/duration to provide the above services is estimated to be 9 to 12 months from NTP.
The following milestones are anticipated for delivery of this scope of work:

List of Acronyms

Assumptions

Exclusions

Attachments

- Attachment A – Documented Categorical Exclusion Worksheet**
- Attachment B – Subconsultant Scope and Fee Proposals**
- Attachment C – Fee Proposal**
- Attachment D – Project Schedule**

ARCHITECTURAL, ENVIRONMENTAL, AND ENGINEERING SERVICES

Introduction

A previous design was completed for developing the transit center at 625 Main Street in downtown Murfreesboro, which is the site selected by the Murfreesboro Transit Facility Needs Assessment and Location Study (2011). Pursuit of an alternative project site is for the purpose of allowing the City of Murfreesboro (City) to consider changes in regional transit planning and operations, TDOT's planned system improvements along the I-24 Smart Corridor Project, changes in technology, and other relevant factors, with intent to develop a transit center site that is more beneficial to the City for regional mobility, RTA connectivity, park and ride expansion, and future transit operations and maintenance.

The following is a description of the necessary scope of work to relocate the proposed Murfreesboro Transit Center to the new site located near the intersection of Bridge Ave and New Salem Highway. The City intends for the proposed transit center to continue to be funded by Federal (FTA), State (TDOT), and local funds.

This agreement is for preparing a feasibility study and completing PE/NEPA for a New Transit Center at the new site location. The project scope will be through 30% design only. Subsequent tasks for final design and construction phase tasks will be provided by HDR under separate agreement.

Technical Disciplines

HDR will provide professional services for the following environmental, architectural, engineering, planning, and design of the proposed facility:

- Project Management
- Architectural Design
- Structural Engineering Design
- Civil Engineering
- Mechanical Engineering (HVAC) Design
- Plumbing Design
- Fire Suppression Design
- Industrial Equipment Design
- Cost Estimating
- Traffic Engineering
- Electrical Engineering Design
- Security Analysis
- Geotechnical Engineering
- Environmental Engineering
- Surveying
- Landscaping

ARCHITECTURAL, ENVIRONMENTAL, AND ENGINEERING SERVICES

The design services will be provided to develop the project within the City's construction budget of \$15 Million for the project.

Scope of Services

The proposed scope itemizes the various tasks and subtasks developed to a level of detail on each task that will lead to providing a functional bus operations and transit facility. The scope of services comprises three major phases, discussed on the following pages:

Phase 1 - Feasibility Study

- Task 1 - Review Existing Conditions
- Task 2 - Facility Programming
- Task 3 - Conceptual Layouts

Phase 2 - Environmental Study and Documentation (NEPA)

- Task 4 - NEPA Environmental Documentation

Phase 3 - Architectural and Engineering Design

- Task 5 - 30% (Schematic) Design

Task 1 - Review Existing Conditions

Task 1 consists of identifying existing conditions and criteria to be used during the other project tasks.

1.1 - Field Topo/Utility Survey of Selected Site

Topographic, boundary, horizontal and vertical control surveys will be necessary for the project. These surveys will also locate and identify sources of power, water, communications and other utilities such as existing storm water, waste water, and natural gas lines. The most current existing property survey information on file will be field checked and verified; any differences will be provided in writing to the City of Murfreesboro. The data obtained from field surveys will be used to develop soil, topographic, utility, and base maps for the site.

1.2 - Site Visit

HDR will again visit the proposed site to become more familiar with site constraints. HDR will review the drainage characteristics of the proposed site, including any existing drainage channels and structures, outfalls, and the need for oil/water separators. HDR will review ingress and egress opportunities and determine the need for traffic control or roadway improvements. The condition of the site will be reviewed, as well as locations of incoming utilities. HDR will perform photo-documentation and provide documentation to the City of Murfreesboro.

1.3 - Initial Geotechnical Investigation and Phase I ESA

A Phase I Environmental Site Assessment (ESA) and Initial Geotechnical Explorations at the project site has been conducted which provides the background and framework for future and

ARCHITECTURAL, ENVIRONMENTAL, AND ENGINEERING SERVICES

continued environmental and geotechnical work, see Task 4 – NEPA Environmental Documentation and Task 5 – 30% (Schematic) Design.

Task 1 Deliverables:

- Topographic and Boundary Surveys
- Utility Location Survey

Task 2 - Facility Programming

Task 2 consists of research and validation of any existing space programming and operating requirements for each functional area in the proposed facility, such as office space, maintenance bays, storage and vehicle parking areas, and areas to be allocated to non-revenue vehicles, employee and visitor parking, fueling, and landscaping to include areas required by local jurisdictional agencies (e.g. water retention/detention, etc.)

2.1 - Program Development

This sub-task consists of review and validation of the previous space program and operating requirements for each functional area in the proposed Administration, Operations, and Maintenance Facility, such as office space, maintenance bays, storage and vehicle parking areas, employee and visitor parking, and other department shops and storage spaces.

2.2 - Draft Facility Program

As required, HDR will update the previously-developed space allocation program identifying space requirements for major functions such as administrative spaces, employee amenities, customer support spaces, shops, work bays, vehicle storage, and maintenance. Site spatial needs for requirements such as bus storage, fare retrieval, wash facilities, and employee parking will also be identified. The program will conform to specific and applicable building codes and laws such as fire protection, life safety, and accessibility requirements. An updated Space Needs Program will be prepared and submitted to the City of Murfreesboro for comment and concurrence.

2.3 - City of Murfreesboro Review

The City of Murfreesboro will review the draft Space Needs Program and provide comments for incorporation into the final Space Needs Program prior to authorizing future tasks.

Task 2 Deliverables:

- Space Needs Program (Excel Spreadsheet in PDF Format)

Task 3 - Conceptual Layouts

Task 3 will begin the process of generating site and building alternatives based on the information gathered during the Facility Programming task. The conceptual layouts will bring

ARCHITECTURAL, ENVIRONMENTAL, AND ENGINEERING SERVICES

the Space Needs Program to life and will generate site and building layouts that will be the foundation of the overall product.

3.1 - Develop Conceptual Alternatives

HDR will use the criteria presented in the Space Needs Program to prepare circulation diagrams depicting the movements of buses, equipment, automobiles, and employees through the functional areas located onsite. The diagrams will assist in developing individual site and building plans.

Using the information obtained in developing the Space Needs Program, HDR will develop at least two (2) alternatives covering site and building plans for the facility. Through discussion with the City of Murfreesboro personnel, HDR will develop alternatives that meet the City of Murfreesboro's criteria and expectations. The alternatives will consider local zoning ordinances, including site development boundaries, deed restrictions, access to site and sight distances, location of utilities, parking, storage, and site mobilization.

3.2 - Presentations

HDR personnel will make presentations to City of Murfreesboro decision-makers to review the selected alternative, as required. The selected participants and HDR will review and discuss the alternatives and the reasons that led the decision-makers to the preferred alternative.

3.3 - Conceptual Design Report

A Conceptual Design Report will be prepared to document the progression from the Space Needs Program to the selected Concept Plans, as well as the overall feasibility of the site.

3.4 - City of Murfreesboro Review

The City of Murfreesboro will review the draft documentation and reports from HDR and provide comments for incorporation into the final documents prior to authorizing future tasks.

Task 3 Deliverables:

- Circulation diagrams
- Alternative layouts covering site and building plans
- Conceptual Design Report

ARCHITECTURAL, ENVIRONMENTAL, AND ENGINEERING SERVICES

Task 4 - Documented Categorical Exclusion

Pursuant to 23 CFR 771.118(d), HDR will prepare documentation and obtain NEPA approval from the Federal Transit Administration (FTA) for a Documented Categorical Exclusion (DCE) for environmental clearance of the proposed relocation of the Murfreesboro Transit Center. The following scope and associated fee and schedule terms are based on the development of a Documented Categorical Exclusion (DCE) for the project (see Attachment A, 2017 DCE Worksheet)

4.1 - Meetings

One Murfreesboro-based project meeting is included, with two FTA-experienced HDR staff attending. Monthly teleconferences will be held with City staff in order to discuss progress, identify issues, and develop an action plan to resolve issues.

4.2 - Purpose and Need

HDR will work closely with the City to develop an updated draft Purpose and Need statement for the project and a Project Description to be included in the DCE. We will utilize existing studies and information as a starting point for this activity.

4.3 - Technical Studies

All deliverables will be provided in electronically-reviewable formats such as Microsoft Word (*.doc), Adobe Acrobat (*.pdf) and Microsoft Excel (*.xls), GIS geodatabase (*.gdb, *.mxd) as applicable. HDR will respond to questions from coordinating agencies and FTA under the following two deliverable task items. HDR will review the January 2020 "All Appropriate Inquiry Report" and the January 2020 "Grantee Historic Preservation/Section 106 Consultation Worksheet for Federal Transit Administration" prepared by Griggs & Maloney and utilize data provided in that report, as appropriate for the technical studies required for NEPA.

4.3.1 - Traffic Analysis

Traffic data will be provided by the City and projected for the base and design years of the study. Traffic volumes will be analyzed for AM and PM peak conditions for the base and design years to compare build and no-build conditions at the site and adjacent roadway network. Tasks will include:

1. Determination of additional trips based ITE Trip Generation Tables.
2. Project Traffic to base and design years.
3. Conduct operational analysis, including operations at the following intersection, for AM and PM peak conditions for the base and design years: New Salem Road/Bridge Avenue

Deliverable by HDR:

- Traffic memorandum (digital format)

ARCHITECTURAL, ENVIRONMENTAL, AND ENGINEERING SERVICES

4.3.2 - Land Use

HDR will review existing and future land use mapping from the City's GIS database and pertinent land use plans and other studies and zoning in the project area to determine if the project is compatible.

The map and relevant planning information will be directly incorporated into the DCE.

4.3.3 - Social and Community

HDR will review the most recent US Census data available for the project area and include a discussion of demographic, economic and population characteristics in the DCE as described in FTA's DCE Worksheet. The data will be incorporated directly into the DCE.

4.3.4 - Environmental Justice (EJ)

An EJ evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The EJ evaluation will be documented in a technical memorandum. A summary of the evaluation will be included in the DCE.

Deliverable by HDR

- Environmental Justice Technical Memorandum (digital format)

4.3.5 - Section 4(f)/Section 6(f) Resources

Publicly owned parks and recreational resources within the project study area will be identified from a review of readily available mapping and the City's GIS data and evaluated to determine if they will be affected by the proposed project. This scope assumes no Section 4(f)/Section 6(f) resources will be impacted by the proposed project. If any identified Section 4(f) resources are likely to be impacted by the proposed project, a Section 4(f) evaluation will be required, which would require a supplemental agreement to amend the scope of work, schedule, and associated fee for the additional work.

A review of the Land and Water Conservation Fund (LWCF) database will be conducted to determine if any identified resources have been funded through the Land and Water Conservation Fund Act. Resources funded through the LWCF are considered Section 6(f) resources. If any identified Section 6(f) resources are likely to be impacted by the proposed project, a Section 6(f) evaluation will be required, which would require a supplemental agreement to amend the scope of work, schedule, and associated fee for the additional work.

4.3.6 - Floodplains

HDR will review the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) to determine if any of the project site encroaches in a floodplain/floodway. The information will be incorporated directly into the DCE.

ARCHITECTURAL, ENVIRONMENTAL, AND ENGINEERING SERVICES

4.3.7 - Farmland

HDR will coordinate with the Natural Resource Conservation Service (NRCS) to determine if the project would involve the use of any prime and/or unique farmlands.

4.3.8 - Ecology

KS Ware & Associates (KSWA) will prepare an Ecology Report for this project that will include documentation of existing ecological resources, Threatened and Endangered Species coordination, and potential project impacts to the ecological resources. If necessary, KSWA will perform a bat habitat assessment.

KSWA will also prepare a Wetland Delineation and Stream Determination Report for the proposed project and a Preliminary Jurisdictional Determination (PJD) request package for submittal to the Nashville District Regulatory office of the US Army Corps of Engineers (USACE) and a submittal package for the Tennessee Department of Environment and Conservation (TDEC).

A copy of the KSWA full scope and budget proposal is included in Attachment B.

Basis of Scope:

- Environmental permitting such as USACE Section 404/401 and/or TDEC ARAP are not included in this scope and fee.

4.3.9 - Air Quality

Bowlby & Associates, Inc. (BA) will conduct an air quality study for this project as a subconsultant to HDR. A copy of their full scope and budget proposal is included in Attachment B. The air quality study will evaluate project conformity with the federal conformity rule and will evaluate mobile source air toxics (MSATs).

4.3.10 - Noise and Vibration

Bowlby & Associates, Inc. (BA) will conduct noise study for this project as a subconsultant to HDR. A copy of their full scope and budget proposal is included in Attachment B. The noise study will be completed in accordance with FTA's guidance in "Transit Noise and Vibration Impact Assessment Manual" dated September 2018.

4.3.11 - Cultural Resources

New South Associates (NSA) will prepare the historic and archaeological assessment for this project as a subconsultant to HDR. HDR will coordinate with NSA and will review the resultant report prior to submittal to the City of Murfreesboro.

4.3.11.1 - Historic Resources

New South Associates (NSA) will prepare a historic architecture survey/Section 106 report for this project as a subconsultant to HDR. A copy of their full scope and budget proposal is included in Attachment B. The historic survey and assessment of effects will

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be conducted to meet the requirements of Section 106 of the National Historic Preservation Act (NHPA), as defined in 36 Code of Federal Regulations (CFR) 800.

4.3.11.2 - Archaeological Resources

NSA will prepare a Phase I archaeological report for this project as a subconsultant to HDR. A copy of their full scope and budget proposal is included in Attachment B. The archaeological assessment will comply with the Secretary of Interior's "Standards and Guidelines for Archaeology and Historic Preservation."

4.3.11.3 - Native American Coordination (NAC)

NSA will prepare the Native American Coordination letter(s) for FTA.

Basis of Scope:

- The City of Murfreesboro will submit the draft NAC letter(s) to FTA.
- FTA will review, make any necessary modifications, and distribute the letters.

4.3.12 - Visual Resources

HDR will review the project viewshed to determine whether the project would have an adverse effect on the scenic vista and visual quality of the project area. The review will also look at the potential for the project to create a new source of substantial light or glare that would adversely affect the day or nighttime views in the project area. The review will meet the requirements described in FTA's DCE Worksheet. The results of the review will be incorporated directly into the DCE.

4.3.13 - Hazardous Materials

An All Appropriate Inquiry Report (AAI) was prepared for the proposed project January 2020 by Griggs & Maloney, Inc. According to the report, the AAI was conducted in general conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) E1527-13 *Standard Practice for Phase I Environmental Site Assessments: Environmental Assessment Process*. The findings from the AAI will be incorporated into the DCE.

4.3.14 - Indirect and Cumulative Effects

A discussion of potential indirect and cumulative effects that meets the requirements of FTA's DCE Worksheet will be incorporated directly into the DCE.

4.4 - Prepare Documented Categorical Exclusion

HDR will prepare a Documented Categorical Exclusion (DCE) for the project. The DCE will be prepared in accordance with the joint Federal Highway Administration (FHWA)/Federal Railroad Administration (FRA)/Federal Transit Administration (FTA) environmental impact and related procedures (23 CFR 771).

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Basis of Scope

- FTA has concurred that the Class of Action is a DCE. Should potential impacts that would result in a change in Class of Action be discovered during the technical studies, a supplement to this scope and budget would be required.

4.4.1 - Draft Documented Categorical Exclusion

A draft copy of the CE package will be submitted for review by the City of Murfreesboro (the City). HDR will address the City's comments and will prepare a final version of the draft DCE for the City's submittal to FTA Region IV for their review.

Basis of Scope

- The scope of work includes one (1) iteration of review and comment with the City.
- Scope does not include revisions due to changes in State or Federal guidelines or requirements or changes in project scope or location of planned improvements.

Deliverable by HDR:

- Draft DCE (One (1) hard copy and one (1) digital copy)
- Revised Draft DCE (One (1) hard copy and one (1) digital copy)

4.4.2 - FINAL Documented Categorical Exclusion

HDR will revise the Draft DCE as necessary to address FTA comments and prepare a Final DCE. The Final DCE will be submitted to the City for review and submittal to FTA.

Basis of Scope

- The Scope of Work includes one (1) iteration of review and comment with the City and FTA.
- Scope does not include revisions due to changes in State or Federal guidelines or requirements or changes in project scope or location of planned improvements.

Deliverable by HDR

- Draft Final DCE (One (1) hard copy and one (1) digital copy)
- Final DCE (Five (5) hard copies and one (1) digital copy)

4.5 - Public Involvement

Public involvement for the environmental documentation will consist of documentation of previous contacts with surrounding land owners and local agencies having jurisdictions as well as formal tribal coordination, if the project impacts any tribal lands.

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Task 4 Deliverables:

- Traffic Technical Memorandum
- Environmental Justice Technical Memorandum
- Ecology Report
- Air Quality Technical Memorandum
- Noise Technical Memorandum
- Historic/Archaeological Resources Survey Report and Assessment of Effects
- Draft Native American Coordination Letters for Use by FTA
- Draft and Final Documented Categorical Exclusion document

Task 5 - 30% (Schematic) Design

The preferred alternative will be further developed and HDR will identify appropriate design criteria, costs, and existing conditions that will affect the design and construction of the facilities. HDR will generate schematic building and site plans identifying new structures and site improvement issues. A Cost Estimate based on the Schematic Plans will be part of the overall 30% Design submittal to the City of Murfreesboro.

5.1 - Geotechnical Investigation

Based upon the planned location of the new structure(s) and the results of the Initial Geotechnical Explorations referenced under Task 2, a full Geotechnical Investigation will be conducted for design conformance review and approval. It is anticipated that this scope of work can be optimized and minimized as a result of the Initial Geotechnical Explorations. The full geotechnical investigation scope will include additional soil borings at the locations of the planned structures. See detailed scope of work in Attachment B. The subsurface investigation will be conducted to determine soil bearing characteristics at more specific structure locations, defining depth to bedrock and foundation conditions for the final layout of the structural systems. A complete analysis, study, and written report of subsurface conditions and geotechnical design criteria will be produced by TTL and submitted to the City of Murfreesboro.

5.2 - Develop Detailed 30% (Schematic) Plans

The 30% (Schematic) Design will provide site and building plans with sufficient detail to be able to show new facilities on the site. The site plans will include engineering and landscape-related items, pedestrian circulations and access, site furnishings, and exterior features including canopies. The building plans will have sufficient detail to provide information on the recommended location and sizes of offices, hallways, shops, employee facilities, storage rooms, vehicle bays, vehicle storage, wash bay, building risers, utility areas (including communications).

5.3 - Order of Magnitude Cost Estimates and Milestone Schedule

HDR will provide schematic level cost estimates to quantify the future construction costs to implement all the desired improvements to the facility. Costs at the schematic level are to be

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based on R.S. Means' Square-Foot Costs Methodology for similar facilities in the general geographic area and verified through cost estimating staff knowledge of the locale and coordination with City staff. HDR will provide the City of Murfreesboro with a Milestone Schedule at this juncture.

5.4 - 30% (Schematic) Design Submittal

The final subtask will be to prepare the draft and final 30% (schematic) design package for City of Murfreesboro review and approval. Ten copies of the final 30% Design submittal will be delivered to the City of Murfreesboro for distribution. City of Murfreesboro will receive a drawing package, a program summary and an Order-of-Magnitude Cost Estimate for the Transit Center project.

5.5 - City of Murfreesboro Review

The City of Murfreesboro will review the 30% (Schematic) Design Submittal from HDR and provide comments for incorporation into the final 30% Design documents.

Task 5 Deliverables:

- Geotechnical Report
- Schematic Design Submittal
 - Schematic Plans (Draft and Final)
 - Cost Estimate (Draft and Final)
 - Milestone Schedule (Draft and Final)

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List of Acronyms

ASTM	American Society for Testing and Materials
AUL	Activity Use Limitation
CSI	Construction Specifications Institute
ESA	Environmental Site Assessment
FTA	Federal Transit Administration
HVAC	Heating/Ventilating/Air Conditioning
NEPA	National Environmental Protection Agency
PE	Preliminary Engineering
PJD	Preliminary Jurisdictional Determination
TDEC	Tennessee Department of Environment and Conservation
TWRA	Tennessee Wildlife Resources Agency
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish & Wildlife Service
USGBC	United States Green Building Council
USGS	United States Geodetic Survey

Assumptions

- Final Design and Construction Administration Services will be provided under separate contract.
- The project will be delivered using a Design-Bid-Build delivery method.

Exclusions

- Site Location Request to FTA. Assumed to be provided by the City of Murfreesboro
- Grant Application Revisions or Additions. Assumed to be provided by the City of Murfreesboro
- Phase II ESA
- Public Involvement does not include management of controversy from adjacent property owners, community.
- Traffic counts to be provided by the City of Murfreesboro.
- Public Involvement activities to be provided by the City of Murfreesboro.

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ATTACHMENT A
DOCUMENTED CATEGORICAL
EXCLUSION WORKSHEET

**FTA Region 4
CATEGORICAL EXCLUSION and
DOCUMENTED CATEGORICAL EXCLUSION WORKSHEET**

Note: The purpose of this worksheet is to assist sponsoring agencies (grantees) in gathering and organizing materials for environmental analysis required under the National Environmental Policy Act (NEPA), particularly for projects that may qualify as a Categorical Exclusion (CE) or Documented Categorical Exclusion (DCE). The use and submission of this particular worksheet is NOT required. The worksheet is provided merely as a helpful tool for assembling information needed by FTA to determine the likelihood and magnitude of potential project impacts. **NOTE: Fields are expandable, so feel free to use more than a line or two if needed.**

Submission of the worksheet does not satisfy NEPA requirements. FTA must concur in writing in the sponsoring agency's NEPA recommendation. Project activities may not begin until this process is complete. Contact the FTA Region 4 office at (404) 865-5600 if you have any questions or require assistance.

I. Project Description		
Sponsoring Agency	Date Submitted	FTA Grant Number(s) (if known)
Project Title		
Project Description (brief, 1-2 sentences)		
Purpose and Need for Project (brief, 1-2 sentences, include as an attachment if adopted statement is lengthy)		
Project Location (include City and Street address)		
Project Contact (include phone number, mailing address and email address)		
<p><u>If your project involves construction, include the following:</u></p> <ul style="list-style-type: none"> • Project vicinity map • Project site plan showing access points and project boundaries • Other useful maps as appropriate (topo, for instance, depending on circumstances, and/or Google Earth aerial, NEPA Assist, etc.) • A few photographs of the site if useful to illustrate important features • Details pertaining to the depth of soil excavation • Note if the soil has been previously disturbed by prior construction or other activity • List parks or recreation areas within the project vicinity • Any previous consultations that might be relevant? (HUD, SHPO, or DOTs) 		

II. NEPA Class of Action

Answer the following questions to determine the project's potential class of action. If the answer to any of the questions in Section A is "YES", contact the FTA Region 4 office to determine whether the project requires preparation of a NEPA environmental assessment (EA) or environmental impact statement (EIS).

A. Will the project significantly impact the natural, social and/or economic environment?

- YES (contact FTA Regional office)
 NO (continue)

A.1 Is the significance of the project's social, economic or environmental impacts unknown?

- YES (contact FTA Regional office)
 NO (continue)

A.2 Is the project likely to require detailed evaluation of more than a few potential impacts?

- YES (contact FTA Regional office)
 NO (continue)

A.3 Is the project likely to generate intense public discussion, concern or controversy, even though it may be limited to a relatively small subset of the community?

- YES (contact FTA Regional office)
 NO (continue)

B. Does the project appear on the following list of Categorical Exclusions (CEs)?

The types of activities listed below describe actions which, when the corresponding conditions are met, are under usual circumstances categorically excluded from further NEPA analysis under [23 CFR 771.118\(c\)](#). Unusual circumstances may include, but are not limited to, the presence of wetlands, historic buildings and structures, parklands, or floodplains in the project area, or the potential for the project to impact other resources. (Descriptions of each type of activity, and corresponding conditions, are available [here](#); this worksheet simply lists the name of each exclusion.)

- YES (If checked AND there are no special circumstances, check the applicable box and briefly describe the activity in Section III. A; then proceed to the signature block on the back page.)
 NO (continue to Section II. C)

[23 CFR 771.118\(c\)\(1-16\)](#)

- (1) Utility and Similar Appurtenance Action
 (2) Pedestrian or Bicycle Action
 (3) Environmental Mitigation or Stewardship Activity
 (4) Planning and Administrative Activity

Attachment A – Documented Categorical Exclusion Worksheet

- (5) Activities Promoting Transportation Safety, Security, Accessibility and Communication
- (6) Acquisition, Transfer of Real Property Interest
- (7) Acquisition, Rehab, Maintenance of Vehicles or Equipment
- (8) Maintenance, Rehab, Reconstruction of Facilities
- (9) Assembly or Construction of Facilities
- (10) Joint Development of Facilities
- (11) Emergency Recovery Actions
(Several conditions attach to this type of CE. We recommend you consult with FTA if you think this CE may apply to your action.)
- (12) Projects Entirely within the Existing Operational Right-of-Way.
- (13) Federally Funded Projects
(Must be less than \$5 million in federal funding, or having a total estimated cost of not more than \$30,000,000 and Federal funds comprising less than 15 percent of the total estimated project cost.
- (14) Bridge Removal and Related Activities.
- (15) Preventative Maintenance to Certain Culverts and Channels
- (16) Geotechnical and Similar Investigations

C. Does the project appear on the following list of potential documented Categorical Exclusions?

Projects that are categorical exclusions under [23 CFR 771.118\(d\)](#) require additional documentation demonstrating that the specific conditions or criteria for the CEs are satisfied and that significant effects will not result.

- YES (Check correct box below and continue to Part III)
- NO (Contact FTA Regional Office)

[23 CFR 771.118\(d\)\(1-8\)](#)

- (1) Modernization of a highway by resurfacing, restoring, rehabilitating, or reconstructing shoulders or auxiliary lanes.
- (2) Bridge replacement or the construction of grade separation to replace existing at-grade railroad crossings.
- (3) Acquisition of land for hardship or protective purposes. (NOTE: Hardship and protective buying will be permitted only for one or a limited number of parcels, and only where it will not limit the evaluation of alternatives (including alignments) for planned construction projects.
- (4) Acquisition of right-of-way. (NOTE: No project development on the acquired right-of-way may proceed until the NEPA process for such project development, including the consideration of alternatives, where appropriate, has been completed.)
- (5) [Reserved]
- (6) Facility modernization through construction or replacement of existing components.
- (7) Minor realignment for rail safety purposes



(8) Facility modernization/expansion outside existing ROW

“Other” actions which meet the criteria for a CE in the CEQ regulations (40 CFR 1508.4) and will not result in significant environmental effects. Actions must not: induce significant impacts to planned growth or land use; require the relocation of significant numbers of people; have a significant impact on any natural, cultural, recreational, historic or other resource; cause significant air, noise, or water quality impacts; have significant impacts on travel patterns; or otherwise have significant environmental impacts (either individually or cumulatively).

III. Information Required for Documented Categorical Exclusions

If you checked “Yes” to any of the options in Part II. C, complete each relevant subject area for Part III. Sections B-AA and submit to FTA. Depending on the project, some of the subject areas may not be applicable. In such cases, no discussion is needed.

The list below is not all-inclusive. If your proposed project has the potential to cause impacts to resources which are not listed below, please provide supplemental information about those potential impacts.

A. Detailed Project Description

Describe the project and explain how it satisfies the purpose and need identified in Part I.

B. Location and Zoning

Attach a map identifying the project’s location and surrounding land uses. Note any critical resource areas (historic, cultural or environmental) or sensitive noise or vibration receptors (schools, hospitals, churches, residences, etc). Briefly describe the project area’s zoning and indicate whether the proposed project is consistent with it. Briefly describe the community (geographic, demographic, economic and population characteristics) in the project vicinity.

C. Traffic

Describe potential traffic and parking impacts, including whether the existing roadways have adequate capacity to handle increased bus or other vehicular traffic. Include a map or diagram if the project will modify existing roadway configurations. Describe connectivity to other transportation facilities and modes, and coordination with relevant agencies.

D. Aesthetics

Will the project have an adverse effect on a scenic vista?

- No
 Yes, describe

Will the project substantially degrade the existing visual character or quality of the site and its surroundings?

- No
 Yes, describe

Will the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

- No
 Yes, describe

E. Air Quality

Does the project have the potential to impact air quality?

- No
 Yes, describe

Is the project located in an EPA-designated non-attainment or maintenance area?

- No
 Yes, indicate the criteria pollutant and contact FTA to determine if a hot spot analysis is necessary.
- Carbon Monoxide (CO)
 - Ozone (O₃)
 - Particulate Matter (PM₁₀ or PM_{2.5})

If the non-attainment area is also in a metropolitan area, was the project included in the MPO's Transportation Improvement Program (TIP) air quality conformity analysis?

- No
 Yes Date of USDOT conformity finding:

F. Coastal Zone

Is the proposed project located in a designated coastal zone management area?

- No
 Yes, describe coordination with the State regarding consistency with the coastal zone management plan and attach the State finding, if available.

G. Environmental Justice

Determine the presence of minority and low-income populations (business owners, land owners, and residents) within about a quarter-mile of the project area. Indicate whether the project will have disproportionately high and adverse impacts on minority or low-income populations. Describe any potential adverse effects. Describe outreach efforts targeted specifically at minority or low-income populations. Guidance is [here](#).

H. Floodplains

Is the proposed project located within the Federal Emergency Management Agency (FEMA) 100-year floodplain?

- No
- Yes, describe potential impacts, indicate if the project will impact the base flood elevation, and include or link to the FEMA Flood Insurance Rate Map (FIRM) with the project location identified.

I. Hazardous Materials

Is there any known or potential contamination at the project site? This may include, but is not limited to, lead/asbestos in existing facilities or building materials; above or below ground storage tanks; or a history of industrial uses of the site.

- No, describe steps taken to determine whether hazardous materials are present on the site.
- Yes, note mitigation and clean-up measures that will be taken to remove hazardous materials from the project site. If the project includes property acquisition, identify if a Phase I Environmental Site Assessment for the land to be acquired has been completed and the results.

J. Navigable Waterways

Does the proposed project cross or have the potential to impact a navigable waterway?

- No
- Yes, describe potential impacts and any coordination with the US Coast Guard.

K. Noise and vibration

Does the project have the potential to increase noise or vibration?

- NO
- YES, describe impact and provide map identifying sensitive receptors such as schools, hospitals, parks and residences. If the project will result in a change in noise and vibration sources, you must use FTA's "Transit Noise and Vibration Impact Assessment" methodology to determine impact.

L. Prime and Unique Farmlands

Does the proposal involve the use of any prime or unique farmlands?

- No
- Yes, describe potential impacts and any coordination with the Soil Conservation Service of the U.S. Department of Agriculture.

M. Historic & Cultural Resources

Impacts to cultural, historic, or recreational properties may trigger Section 106 or tribal consultations or a Section 4(f) evaluation, requiring consideration of avoidance alternatives. Does the project involve any ground disturbing activities?

- No
- Yes, provide the approximate maximum ground disturbance depth. Also provide information on previous disturbances or where ground disturbance will occur.

Are there any historic resources in the vicinity of the project?

- No
- Yes, Attach photos of structures more than 45 years old that are within or adjacent to the project site and describe any direct or indirect impacts the project may cause.

N. Biological

Are there any species located within the project vicinity that are listed as threatened or endangered under the Endangered Species Act? Determine this by obtaining lists of threatened and endangered species and critical habitat from the US Fish and Wildlife Service and the National Marine Fisheries Service.

Describe any critical habitat, essential fish habitat or other ecologically sensitive areas within or near the project area.

O. Recreational

Is the project located in or adjacent to a park or recreation area?

- No
- Yes, provide information on potential impacts to the park or recreation area. Please also indicate if the park involved Land and Water Conservation Act funds (Section 6(f))

P. Seismic and Soils

Are there any unusual seismic or soil conditions in the project vicinity? If so, indicate on project map and describe the seismic standards to which the project will be designed.

- No
- Yes, describe

Q. Water Quality

Does the project have the potential to impact water quality, including during construction.

- No
- Yes, describe potential impacts and best management practices which will be in place.

Will there be an increase in new impervious surface or restored pervious surface?

- No
- Yes, describe potential impacts and proposed treatment for stormwater runoff.

Is the project located in the vicinity of an EPA-designated sole source aquifer (SSA)?

- No
- Yes, provide the name of the aquifer which the project is located in and describe any potential impacts to the aquifer. Also include the approximate amount of new impervious surface created by the project. (May require completion of SSA worksheet.)

R. Wetlands

Does the proposal temporarily or permanently impact wetlands or require alterations to streams or waterways?

- No
- Yes, describe potential impacts

S. Construction Impacts

Describe the construction plan and identify impacts due to construction noise, utility disruption, debris and spoil disposal, and staging areas. Address air and water quality impacts, safety and security issues, and disruptions to traffic and access to property.

T. Cumulative and Indirect Impacts

Are cumulative and indirect impacts likely?

- No
- Yes, describe the reasonably foreseeable:

a) Cumulative impacts, which result from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes them. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time.

b) Indirect impacts, which are caused by the action but are later in time or farther removed in distance, yet are still reasonably foreseeable. Indirect impacts may include growth-inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air, water and other natural systems, including ecosystems.

U. Property Acquisition

If property is to be acquired for the project, indicate whether acquisition will result in relocation of businesses or individuals.

Note: For acquisitions over \$500,000, FTA concurrence in the property's valuation is also required.

V. Energy

If the project includes the construction or reconstruction of a building, identify potential opportunities to conserve energy which could be employed. This includes building materials and techniques used for construction; special innovative conservation features; fuel use for heating, cooling and operations; and alternative renewable energy sources.

W. Public Involvement

Describe public outreach efforts undertaken on behalf of the project. Indicate opportunities for public meetings (e.g. board meetings, open houses, special hearings). Indicate any significant concerns expressed by agencies or the public regarding the project.

X. Mitigation Measures

Describe all measures to be taken to mitigate project impacts.

Y. Other Federal Actions

Provide a list of other federal NEPA actions related to the proposed project or in the vicinity.

Z. State and Local Policies and Ordinances

Is the project in compliance with all applicable state and local policies and ordinances?

No, describe noncompliance:

Yes

AA. Related Federal and State/Local Actions

- Corps of Engineers Permit (Section 10, Section 404)
- Coast Guard Permit
- Coastal Zone Management Certification
- Critical Area Ordinance Permit
- ESA and EFH Consultation
- Floodplain Development Permit
- Forest Practice Act Permit
- Hydraulic Project Approval
- Local Building or Site Development Permits
- Local Clearing and Grubbing Permit
- National Historic Preservation Act-Section 106 consultation
- National Pollutant Discharge Elimination System General Construction Permit
- Shoreline Permit
- Solid Waste Discharge Permit
- Sole Source Aquifer Consultation
- Section 4(f) (Historic or Recreational Properties; Wildlife Refuges)
- Section 6(f) (Recreational Properties)
- Section 106 (Historic Properties)
- Stormwater Site Plan (SSP)
- Temporary Erosion and Sediment Control Plan (TESC)
- Water Rights Permit
- Water Quality Certification—Section 401
- Tribal Consultation or Permits (if any, describe below)
- Other

Others (describe as applicable):

Submitted By (name, title):

Date:

Please submit an electronic copy of this form, attachments, and a signed transmittal letter recommending a NEPA finding to either julia.walker@dot.gov or stanley.a.mitchell@dot.gov

For links to further topical guidance, please visit Region 4's webpage.

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ATTACHMENT B
SUBCONSULTANT SCOPE
AND FEE PROPOSAL

SEC, Inc.

SITE ENGINEERING CONSULTANTS

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

July 13, 2020

HDR

Attn: Jon Holler

750 Old Hickory Blvd, Bldg One, Ste 200
Brentwood, TN 37027

RE: Proposed Transit Facility Feasibility Study
Proposal for Professional Services
Murfreesboro, TN

Dear Mr. Holler,

We appreciate your interest in SEC, Inc. and this opportunity to submit a proposal for the surveying and civil engineering feasibility services for the proposed site to be located on 5.4 acres along the south side of Bridge Avenue and west of New Salem Hwy/Hwy 99. The property is identified as Parcel 21.01 of Tax Map 102B Group B by Rutherford County Registers of Deeds.

As we ascertain it, the project is to consist of several buildings including the transit building for public use and training and a bus wash as well as several canopies for rider drop off and pickup. The design will be based on the previously completed concept plan. The site is zoned Single Family Residential (RS-10) which will require either a special use permit or a rezoning process to allow the desired layout and use.

The project will require a site plan, utility plan, erosion control plan, grading and drainage plan, stormwater management plan, demolition plan, and appropriate construction details.

The services included in each phase are outlined below.

SURVEYING SCOPE OF WORK AND SERVICES

Boundary & Topographic Information – SEC, Inc. will prepare a boundary and topographic survey of the property for use in our civil site and landscaping designs. This survey will include locating existing utilities, surrounding roads and site elevations. Utility locations will be limited to above ground structures (poles, valves, catch basins, inlets, manholes, etc.) as well as locations from utility company markings. SEC, Inc. will also identify the existing trees on the site. Any utility potholing will be completed under a separate scope of services if it is determined to be necessary.

Final Plat – SEC, Inc. will prepare a final plat of the property to create the final lot of record and dedicate public utility easements required for the project. SEC, Inc. will submit the plat to Murfreesboro Planning Department, respond to comments and resubmit as necessary and represent the project at the Planning Commission meeting.

Legal Descriptions and Exhibits – SEC, Inc. will prepare the legal descriptions and exhibits for any proposed public easement or for easement abandonment areas.

CIVIL ENGINEERING SCOPE OF WORK AND SERVICES

Special Use Permit Request and BZA Meeting – It may be necessary to request a special use permit to allow the proposed use. If this is determined to be necessary, SEC, Inc will prepare the application with assistance from the rest of the design team. SEC, Inc will submit the application and respond to comments, if required. SEC, Inc will also represent the project at the Board of Zoning Appeals Meeting.

Rezoning Request – If a special use permit is not allowed, then it will be necessary to request rezoning of the property to allow for the proposed building and site designs to be completed. If this is determined to be necessary, SEC, Inc will prepare the zoning application, represent the project at Planning Commission and City Council Meetings, and Neighborhood Meetings as required.

Feasibility Phase – SEC, Inc will

- 1.) Conduct 1 Site Visit
- 2.) Assist design team on concept plan alternatives
- 3.) Attend the design charette (up to 3-9 hour days)
- 4.) Attend meeting with client to present layout options after charette
- 5.) Assist in preparing the conceptual design report
- 6.) Develop Detailed Schematic Plans
- 7.) Assist in preparing cost estimates based on schematic plans

We propose to provide our services according to the following fee schedule which are to be based on Time & Materials Not to Exceed the amounts shown below:

SURVEYING SERVICES

Boundary & Topographic Survey	\$5,900
Legal Descriptions and Exhibits	\$ 350 per Easement
Final Plat	\$2,000

CIVIL ENGINEERING SERVICES

Special Use Permit Process (<i>if required</i>)	\$2,500
Rezoning Process (<i>if required</i>)	\$20,000
Feasibility Phase	\$15,000
Extra Services	Hourly as approved

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by SEC, Inc. as instruments of service shall remain the property of SEC, Inc. SEC, Inc. shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

Services other than those listed in the Scope of Work and Services written above, performed by SEC, Inc. will be charged at our then hourly rates. This would include, but not limited to any work addressing boundary dispute or conflict resolution, additional meetings with adjoiners, court appearances, testimony, additional exhibits and documents prepared for any dispute/conflict and property line agreements. Such services would be performed on an hourly basis or a negotiated lump sum fee.

Client will be notified of any additional potential fees resulting in these issues and work will not proceed to resolve these issues without express Client approval. Extra services will be billed on an hourly basis. Currently, our hourly rates are as follows:

PROFESSIONAL SERVICES HOURLY RATE SCHEDULE

Principal Engineer	\$165
Senior Engineer	\$145
Professional Engineer, P.E.	\$115
Professional Landscape Architect	\$115
Registered Land Surveyor	\$110
Senior Surveyor	\$120
Survey Manager	\$110
Engineer Intern	\$95
Landscape Architect Intern	\$90
Senior Site Designer	\$100
Site Designer	\$85
Construction Specialist	\$65

Survey Crew Chief	\$65
Staff Survey Technician	\$50
Survey CAD Technician	\$75
Clerical Support	\$60
2-Man Survey Crew	\$125
3-Man Survey Crew	\$160
GPS Survey Crew	\$135
1-Man GPS/Robotic Crew	\$125
1-Man Drone	\$200

Construction staking services are handled differently by different developers depending on the ability of the grading and utility contractors. Construction staking services are not included in this proposal but are available. Excluded from the basic services listed above are centerline road staking, box culvert staking, , endangered species studies, environmental assessments, easement acquisitions, structural design, geotechnical studies, sinkhole modification application (UIC Permit), off-site designs or studies (including utilities, roads, & drainage). Tree surveys, submittal or recording fees or other unnamed special services that might be required by any regulatory agency are not included in this proposal. Upon your request, we will supply these services to you at our then current hourly rates or a negotiated lump sum fee. Also considered outside our scope of work and services is wetland or stream delineation, submittal fees or recording fees or other unnamed special services that might be required by any regulatory agency. Reimbursable expenses will be billed at cost.

There may be services which may be required that are not part of or are out of sequence to the basic services. Those include making revisions in drawings or other documents once working drawings have been completed. Out of sequence to the basic services are making revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given, required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within our control. Furthermore, providing consultation concerning replacement of any work damaged by vandalism or other causes during construction and furnishing services as may be required in the connection with the replacement of such work.

We will bill for our services at monthly intervals based on Time & Materials spent to-date. This proposal is valid for 60 days. If the proposal is not accepted within 60 days, SEC, Inc reserves the right to revise the scope of work and fee schedule. The fees listed above are based on projected Time and Materials and are not to be exceeded.

In contracting SEC, Inc., for professional services you warrant that funds are available for compensation to SEC Inc. for the total amount of services and expenses contracted and that these funds are neither encumbered nor contingent upon granting of approvals, permits or financial commitments by lending institutions or third parties.

If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-890-7901. My email address is mtaylor@sec-civil.com. Our fax number is 615-895-2567.

Sincerely,



Matt Taylor, P.E.
Vice-President
SEC, Inc.



~~January 3, 2018 [REVISED June 13, 2019]~~ [REVISED July 14, 2020]

Jon Holler
HDR
750 Old Hickory Blvd., Bldg One, Suite 200
Brentwood, TN 37027

via email: jon.holler@HDRinc.com

RE: The Murfreesboro Transit Center

Dear Jon,

We appreciate the opportunity to prepare landscape plans for the Murfreesboro Transit Center. This proposal is for the Design Phase Task 5: 30% Design.

TASK 5 – 30% DESIGN

The purpose of this phase shall be to prepare schematic-level design documents, in accordance with the approved Site Master Plan and Conceptual Building Design, and with respect to the construction budget. The landscape plan will also be in accordance with local requirements.

Deliverables

- Visit the project site in Murfreesboro and attend a design kick-off meeting.
- Prepare a schematic landscape plan that shall include:
 - Streetscape
 - Perimeter frontage
 - Screening and buffering
 - Site interior areas
 - Bio-retention area
 - Site furnishing locations and type (bike racks, benches, light poles, planters and pots, bollards, etc.)
 - Accent pavement locations
 - Fence and bollard locations
 - Supportive images to describe the design intent
- Coordinate with the design team regarding elements that influence or overlap with the landscape design;
- Prepare an opinion of probable cost for the 30% design landscape plan;
- Digitally transmit 30% design landscape plan to HDR for inclusion into their 30% Design submission.



FEEES

The fee for Task 5 is hourly plus direct project costs, not-to-exceed \$10,360.77. Please see the included spreadsheet which provides a breakdown of proposed hours, rates, and direct costs.

ASSUMPTIONS

1. Site furnishings and lighting will be selected from currently manufactured products.
2. We will show the locations for project signage; the design of any signage is by others.
3. We prepare cost opinions based on pricing for current projects. We do not employ cost estimators or have a formal cost estimating department.

PHOTOGRAPHY

Once a project is complete and photo ready, we may have it professionally photographed for a record of our work. We consider it a privilege to share our work on our website.

INVOICES, DISBURSEMENTS, AND EXPENSES

Our invoices are issued monthly for work complete to date. Direct project expenses are included in the proposed fee.

Thank you for the opportunity to work with you on this important project.

Best regards,

A handwritten signature in black ink that reads "Sara Hedstrom Pinnell".

Sara Hedstrom Pinnell, ASLA
President

July 8, 2020



5010 Linbar Drive, #153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

Mr. Jon Holler, Senior Facility Design Manager
HDR
1810 Ward Drive Suite 102
Murfreesboro, Tennessee 37129

RE: PROPOSAL FOR DESIGN PHASE GEOTECHNICAL EXPLORATION SERVICES
Murfreesboro Transit Facility
Murfreesboro, Tennessee
TTL Proposal No. P00200801837.00

Mr. Holler:

Thank you for the opportunity to provide geotechnical exploration services for the new transit facility planned in Murfreesboro, Tennessee. We previously performed a preliminary geotechnical exploration at the property (results submitted in a draft report dated June 22, 2020). We have prepared our work scope considering the subsurface data previously obtained at the property and to supplement this data to provide recommendations for earthwork and design and construction of the project foundations, grade slabs, and pavements.

PROJECT INFORMATION

Project information was provided by Mr. Jon Holler (HDR) in several e-mail transmissions and telephone conversations. We were provided an undated document titled "Proposed Murfreesboro Transit Center Site." This document included specific information about the property and two drawings. The "Site Detail Map" included in the document (prepared by Griggs & Maloney, Inc., dated January 2020) shows the property boundaries overlain on aerial imagery. This drawing also shows the presence of barn foundations and a sinkhole in the western part of the property. The "Conceptual Site Plan" included in the document (prepared by HDR, dated February 10, 2020) shows the location of planned improvements on the property.

The City of Murfreesboro is planning to construct a new Transit Center near the southwest corner of the intersection of New Salem Highway (Tennessee State Route 99) and Bridge Avenue. The property includes about 5-½ acres, and the western 2/3's of the property is currently wooded.

**Proposal for Geotechnical Exploration Services
Murfreesboro Transit Center- Murfreesboro, TN**TTL Proposal No. P00200801837.00
July 8, 2020

The new construction will include a new transit center building (about 13,000 square feet), bus wash building (2,000 square feet), a bus berth, and pavements. The Transit Center building will be constructed in the eastern part of the property and the Bus Wash building will be constructed in the western portion of the property. We have assumed the buildings will be on-story, steel-framed with concrete masonry unit (CMU) walls. The first floor will be concrete slab-on-grade. We assumed maximum column loads will be on the order of 100 kips and maximum wall loads will be less than 6 kips per linear foot. We have also assumed the maximum floor slab live load will be less than 150 pounds per square foot (psf).

Information about existing and proposed grades was not provided to us. We have assumed grading will include maximum cut depths and fill thicknesses less than 5 feet each.

The requested scope of services for this project includes providing recommended flexible and rigid pavement sections for the facility. For the purposes of our design, we will use the following criteria:

ASSUMED PAVEMENT DESIGN CRITERIA

Criteria		Parameter
Initial Serviceability		4.2
Terminal Serviceability		2.0
Reliability		85 percent
Standard Deviation		0.35 rigid / 0.45 (flexible)
Design Life		20 years
Concrete 28-day unconfined compressive strength (provided)		4,000 psi
Design traffic loads:	Light Duty	62,000 18-kip Equivalent Single Axle Loads (ESAL's) ¹
	Heavy Duty	313,000 18-kip ESAL's ²
¹ Loading applied by 500 passenger cars per day, 6 delivery trucks per day, one garbage truck per day, and occasional tractor-trailers. ² Loading applied by 75 buses day.		

The provided drawing shows a bio-retention area is planned within the perimeter of the bus berths. Current plans are to incorporate an underdrain in this area. Therefore, infiltration testing is not required.

PROPOSED SCOPE OF SERVICES

The purpose of this exploration is to obtain subsurface data at the site and develop recommendations for earthwork and foundation, grade slab, and pavement design and construction. The assessment of environmental concerns is beyond the scope of this geotechnical exploration.

Our initial task will consist of performing limited site clearing. The clearing will be required to remove dense underbrush to allow access parts of the property. We will subcontract a local grading contractor to provide clearing services for us. Clearing will be monitored by our personnel. We have assumed access to the property will be coordinated by others. Removal of felled trees and brush is not included.

After the clearing is completed, we propose to obtain additional subsurface information at the property by drilling 15 borings. The attached drawing shows the location of previous borings drilled at the property and the locations planned for the additional borings. The following table summarizes the planned boring locations and depths:

SUMMARY OF BORING LOCATIONS

Building or Area	No. of Borings	Boring Depth (feet)
Transit Center	3	Refusal ¹
Bus Berth	2	10 feet or refusal, whichever is shallower
Pavements	10	10 feet or refusal, whichever is shallower
¹ Refusal estimated at an average depth of 20 feet below ground surface.		

The soils encountered in the borings will be drive sampled in general accordance with ASTM D1586. Our protocol consists of obtaining four samples in the upper 10 feet and on approximate 5-foot intervals thereafter. Upon completion, water level measurements will be made in the borings and the borings will be backfilled with cuttings generated during the advancement. No other site restoration is included. Next-day or long-term groundwater level measurements are beyond the scope of our services.

We will contact the Tennessee 811 utility locating notification system to have participating utility companies notified of the pending subsurface penetrations. Private utilities that will not be marked by the 811 service should be marked by others before our mobilization to the site. We are not responsible for damage to underground features that are not clearly marked or are improperly marked at the ground surface at the time of our exploration.

As requested, our field activities will include measuring the shear wave velocity profile in each building area because it may result in a more favorable seismic site classification than is allowed by the 2015 International Building Code when using soil boring N-values or undrained shear strengths. We will measure the shear wave velocity profile using the multi-channel analysis of surface waves (MASW). This method uses a series of geophones (Vibration sensors) deployed along a linear array at the ground surface to acquire field measurements of ambient surface vibrations, which are then processed to allow selection of a dispersion curve of

measured Rayleigh wave phase velocity. A computer program is used to interactively model the shear wave velocity profile over a depth of 100 feet below ground surface, and the Rayleigh wave dispersion curve computed from the model is compared to the dispersion curve measured from the site. The model profile is adjusted to produce a close match between the computed and measured dispersion curves. We will use the modeled shear wave velocity profile to assess the seismic site class based on the weighted average shear wave velocity over the top 100 feet of the site. Results will be incorporated into the geotechnical report for the project. We anticipate two locations will be selected for the testing.

Laboratory Testing

After drilling, soil and rock samples will be returned to the laboratory and visually classified. Soils will be described using the Unified Soil Classification System (USCS) as a guide. Our geoprofessional will select soil samples for laboratory testing to measure the soil's fundamental engineering characteristics. Specifically, we expect that the laboratory testing program will include classification (Atterberg Limits or grain size analysis) and moisture content tests.

Engineering Report

Following completion of the field and laboratory work, we will prepare a geotechnical report which will include a narrative text and geotechnical drawings with boring logs and laboratory test data. The completed report will present the data and will address the following:

- General information regarding the site and subsurface conditions, including soil stratigraphy, changes in soil lithology and bedrock occurrences, as well as groundwater measurements shown on individual boring logs. Boring data obtained from our previous exploration will be included in the report.
- The results of the laboratory testing.
- Recommendations for site preparation including criteria for stripping, excavation, reuse of on-site materials as structural fill, undercutting of unsuitable materials and subgrade remedial treatments, and criteria for compacted fill.
- General recommendations for cut- and fill-slopes based on experience (detailed slope stability analysis is not included).
- Recommendations for design and construction for each structure proposed including:
 - Foundation Type(s)
 - Anticipated depth of recommended bearing
 - Allowable bearing capacities, uplift and lateral load resistance (L-pile analysis is not included), including recommended factors of safety
 - Recommendations for design of concrete slab-on-grade floors
- Seismic site class based on shear wave velocity measurements (site-specific seismic analysis is not included).

- Recommended layer thicknesses and material recommendations for light- and heavy-duty pavements based on provided or assumed pavement loadings and empirical correlation between material types and California Bearing Ratio (CBR) values.
- Evaluation of geologic hazards including the potential for karst features based on site reconnaissance, review of published information, and the field data.

COMPENSATION

We will invoice for our services on a time and material basis in accordance with the attached Schedule of Fees. We recommend a budget of \$11,500 be established for the services described in this proposal. A breakdown of our expected fee, which is provided for your convenience and not as a Schedule of Fees, is provided below:

Clearing (includes oversite)	\$2,000
Shear wave velocity testing	\$1,750
Drilling (assumes ATV-mounted drill rig)	\$3,250
Engineering	\$4,500

If it appears that additional services are warranted based on the site conditions encountered, or if you request additional services, we will contact you for approval before proceeding with additional work.

SCHEDULE AND AUTHORIZATION

We can begin the fieldwork within 3 to 5 working days following your authorization to proceed unless impeded by inclement weather or factors beyond our control. A minimum of 3 days must be allowed for utility locations by Tennessee 811. We expect that this project will take about four weeks to complete.

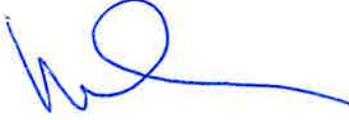
To formally authorize us, we request that you sign where indicated on the attached Professional Services Agreement and return a signed copy to us. This proposal will remain valid for a period of 60 days from the date of this letter

**Proposal for Geotechnical Exploration Services
Murfreesboro Transit Center- Murfreesboro, TN**

**TTL Proposal No. P00200801837.00
July 8, 2020**

We appreciate this opportunity to be of service to you. If you have questions, or require additional information, please call.

Sincerely,
TTL, Inc.



Mark A. Herrmann, PE
Principal Engineer



Leanna S. Whitwell, PE
Principal Engineer

Attachments



5010 Linbar Drive Suite #153 | Nashville, TN 37211
615.331.7770 | www.ttlusa.com

MURFREESBORO TRANSIT CENTER

HDR
BRIDGE AVENUE AND NEW SALEM HIGHWAY
MURFREESBORO, TENNESSEE

Drawn By: M H M
Checked By: M A H
Date: 06/17/2020
Proj. No.: P00200801837.00
File Name: 20-1281 ELP.dwg

Sheet Title
EXPLORATION LOCATION PLAN

BRIDGE AVE

NEW SALEM HWY

B-09

EMPLOYEE/
VISITOR PARKING
(48)

B-10

ARRAY A-03

ARRAY A-01

ARRAY A-02

B-12

B-11

ARRAY A-04

B-08

SPARE BUS
PARKING (4)

BUS
WASH
BLDG

B-04

B-03

CANOPY

BIO-RETENTION AREA

BUS BERTHS (12)

B-07

B-07

ARRAY A-05

PLAZA

NEW TRANSIT
CENTER

B-01

B-02

B-06

B-05

LEGEND
(Design Phase Geotechnical Exploration)



PROPOSED SOIL BORING
LOCATION

PROPOSED SHEAR WAVE VELOCITY
LOCATION



B-01

LEGEND
(Previous Exploration)

ARRAY A-01
BEGIN

END APPROXIMATE LOCATION

SOIL BORING
LOCATION AND IDENTIFIER

NOTE: Two boring locations to be determined based on actual site conditions at time of exploration.



5010 Linbar Drive,
Suite 153
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

SCHEDULE OF FEES

Personnel*

Principal I.....	\$ 250.00/hour
Senior Project Professional III	\$ 195.00/hour
Senior Project Professional I	\$ 175.00/hour
Project Professional V.....	\$ 150.00/hour
Project Professional IV.....	\$ 140.00/hour
Project Professional III.....	\$ 130.00/hour
Project Professional II.....	\$ 120.00/hour
Project Professional I.....	\$ 110.00/hour
Project Technician V	\$ 60.00/hour
Project Administrator I.....	\$ 55.00/hour
Project Technician III.....	\$ 50.00/hour
Senior Project Technician I.....	\$ 70.00/hour

* Rates will be multiplied by 1.3 for services required between 6:00 pm and 6:00 am, for time in excess of 8 hours per day and for any time on Saturday, Sunday, or Holidays.

Direct Expenses

Portal-to-Portal Travel by Automobile or Pickup Truck	\$ 0.70/mile
Subcontracted Equipment or Services	Cost
Other Direct Expenses	Cost

Other services or laboratory testing are available upon request

Attachment B – Subconsultant Scope and Fee Proposals

July 8, 2020

Ms. Valerie Birch
HDR Engineering, Inc.
750 Old Hickory Blvd,
Building One, Suite 200
Brentwood, TN 37027

**Subject: Scope of Services for Environmental Investigations
Proposed Murfreesboro Transit Center
Murfreesboro, Tennessee**

Dear Ms. Birch:

K. S. Ware and Associates, LLC (KSWA) is pleased to present this revised proposal for performing environmental investigations for the proposed Murfreesboro Transit Center project in Murfreesboro, Tennessee. KSWA submitted an initial proposal for the above-referenced services on June 3, 2019, and a subsequent modification on June 12, 2019. On June 30, 2020, Ms. Chelsea Williams of KSWA received a request from Ms. Valerie Birch of HDR Engineering, Inc. (HDR) to modify the June 12, 2019, proposal to only include environmental investigation services. KSWA has prepared this revised proposal to incorporate the requested changes and costs. This revised proposal contains a review of the project information and an outline of our proposed scope of services, along with our estimated schedule and fees.

PROJECT INFORMATION

In response to your phone call and email to Chelsea Williams on June 30, 2020, KSWA has prepared this proposal for performing a Phase I Environmental Site Assessment (ESA), ecology report for inclusion in the environmental documentation, pursuant to National Environmental Policy Act (NEPA), and hydrologic regulatory constraints analysis for the proposed Murfreesboro Transit Center.

We understand that the City of Murfreesboro is proposing to construct a new multimodal transit center at the intersection of Bridge Avenue and New Salem Road in Murfreesboro, Tennessee. The proposed facility will occupy 5.5 acres at the southwest quadrant of the intersection.

The proposed transit center will include the following:

- An approximately 8,400 square-foot, two story masonry and steel frame structure
- 17 bus bays with canopy covered waiting areas
- Staff parking for approximately 30 cars
- A bus wash building



SCOPE OF SERVICES

ECOLOGY STUDY

To organize the Ecology Study, KSWA will provide project management and coordination in order to plan, organize, and implement the tasks stipulated in this scope of services in a timely manner. In this task, KSWA will:

- Maintain direct contact and continuous liaison with the designated HDR contact;
- Set up and organize staff resources; and
- Prepare monthly invoices and progress reports.

KSWA proposes to start the Ecology Study task by reviewing the topographic map and the TDOT Ecology Report Template. Specific subtasks include:

- Background Information Review.
- Work Plan. KSWA will identify necessary components of the field review based upon the information provided and then develop a work plan for field activities.
- Request TDEC Division of Natural Areas Review.
- Site Reconnaissance.
 - KSWA will provide two environmental professionals, including one Tennessee Qualified Hydrologic Professional (QHP). The environmental professionals have experience in performing TDOT ecology studies and are knowledgeable of TDEC regulations.
 - Collect GPS data needed for calculating impacts of streams, wetlands, vegetation, and habitat.

KSWA will complete the Ecology Report using the provided TDOT template. Reporting will involve the following subtasks:

- Provide draft Ecology Report;
- Complete two revisions of the Ecology Report based upon HDR and City of Murfreesboro review and incorporate comments into final document; and
- Provide final Ecology Report.
 - The report will include documentation of coordination concerning Threatened and Endangered Species.

HYDROLOGIC REGULATORY CONSTRAINTS ANALYSIS

KSWA personnel will conduct a site visit to evaluate the site for potential wetlands, streams, wet weather conveyances, and ephemeral streams. The field personnel will delineate observed wetlands and determine whether watercourses on the property are streams or wet weather conveyances. We have estimated one single day mobilization to complete the field activities. The wetland identification and boundary delineation will be performed using the procedures and criteria in the U.S. Army Corps of Engineers Wetland Delineation Manual (USACE, 1987) and the Eastern Mountain and Piedmont Regional Supplement (USACE, 2012). A Tennessee Certified Qualified Hydrologic Professional (QHP) will identify streams, wet weather conveyances, and other water bodies on the subject site following the



standard operating procedures for stream and wet weather conveyance determinations as found in TN Rule 1200-4-03-.05(9) (Public Chapter 464 of 2009) and the Guidance for Making Hydrologic Determinations, Version 1.4.

The wetland boundaries and hydrologic features will be marked with consecutively lettered and numbered flagging. The geographic coordinates of the marked flagging will be determined using a Global Positioning System (GPS) unit.

KSWA will develop a draft Wetland Delineation and Stream Determination Report for the property. This report will contain a narrative description of the wetlands and hydrologic features, the methods by which they were determined, data forms, photographs, and a map. The map will show the location and approximate areal size or length of the wetland within the property and hydrologic features within the property, and photograph locations. KSWA will submit the draft report to HDR for review. If necessary, KSWA and HDR will discuss HDR's review comments for the draft Wetland Delineation and Stream Determination report if there is a potential conflict with or deviation from state rules and guidance documents. Following receipt of HDR's review comments, KSWA will finalize the Wetland Delineation and Stream Determination report.

USACE AND TDEC REGULATORY SUBMITTALS PREPARATION AND REGULATORY SITE VISITS

KSWA personnel will prepare a Preliminary Jurisdictional Determination (PJD) request package for submittal to the Nashville District Regulatory office of the U. S. Army Corps of Engineers (USACE), and a submittal package for the Tennessee Department of Environment and Conservation (TDEC) for the Wetland Delineation and Stream Determination report for the property. KSWA has included a site visit for each regulatory agency in our scope and fee in the event that USACE and/or TDEC wants to conduct a site visit to verify the submitted information.

THREATENED AND ENDANGERED SPECIES REGULATORY COORDINATION AND BAT HABITAT ASSESSMENT

Upon direction by HDR and City of Murfreesboro, KSWA will check for federal and/or state listed threatened and endangered species relative to the subject property through coordination with U. S. Fish & Wildlife Service's (USFWS) Cookeville Field Office, Tennessee Wildlife Resources Agency (TWRA), and/or TDEC's Division of Natural Areas. The results of this initial consultation and coordination effort will determine whether additional follow-up services would be needed.

KSWA also understands that the proposed project may involve limited tree removal during preliminary site design activities as well as more extensive tree removal during construction. In the event that the threatened and endangered species regulatory coordination indicates that a bat habitat assessment will be needed prior to tree removal, KSWA will perform a bat habitat assessment for the subject property following the U. S. Fish and Wildlife Service's April 2018 *Range-Wide Indiana Bat Survey Guidelines*. This habitat assessment would include a site visit and data form completion. If a habitat assessment is performed, KSWA will develop a draft report in a format suitable for regulatory agency submittal, and this draft report will be delivered to HDR for review. If necessary, KSWA and HDR will discuss HDR's review comments. Following receipt of HDR's review comments, KSWA will finalize the bat habitat assessment report.

SCHEDULE

After receiving the Notice to Proceed, KSWA will complete a simple Quality Management Plan (QMP). After HDR approves the QMP, KSWA will begin the Ecology Study and hydrologic



determination field activities and the threatened and endangered species regulatory coordination. We have summarized the proposed schedules for these environmental activities below:

- We can normally schedule the Ecology Study site reconnaissance, and hydrologic regulatory constraints analysis field activities within 2-3 weeks after the QMP is finalized. We estimate that the draft hydrologic regulatory constraints reporting can both be completed within three (3) weeks after completion of field activities.
- We can work concurrently to start the threatened and endangered species regulatory coordination with TDEC, TWRA, and USFWS. However, the timeline for this coordination will depend on when responses are received from TDEC, TWRA, and USFWS. If the threatened and endangered species coordination indicates that a bat habitat assessment should be performed, we also recommend conducting this assessment prior to any activities that may require limited tree removal for access.

The Ecology Study site reconnaissance, bat habitat assessment, and hydrologic regulatory constraints analysis should be completed in five days, weather permitting.

Should unforeseen conditions be encountered during our field work which would cause a change in scope as identified in this proposal, we will contact you prior to demobilizing from the site to discuss these conditions. If any of these schedules do not meet your needs, please contact us so that we can discuss schedule(s) that is mutually agreeable.

ASSUMPTIONS AND LIMITATIONS

Our proposed services scope and fee are based on the following additional assumptions and limitations:

- KSWA assumes that HDR will provide any QMP requirements concurrent with Notice to Proceed.
- KSWA will provide HDR a Health & Safety Plan before beginning fieldwork for the project.
- KSWA's proposed schedule assumes timely receipt of communication and review comments from HDR and the City of Murfreesboro.
- Right-of-entry for KSWA's services will be coordinated by others and prior to the date of requested field services.
- Our services can be completed during normal weekday work hours (7 AM – 5 PM).
- KSWA has not included survey costs associated with documenting the ecology study or hydrologic regulatory constraints analysis locations. We recommend collecting surveyed locations for the hydrologic features if additional follow-up design and construction activities are anticipated at this site.
- This proposal addresses initial regulatory coordination for threatened and endangered species. It does not include environmental permitting or presence/absence surveys for threatened and endangered species. KSWA can provide a supplemental proposal for these services if the regulatory coordination shows that these activities are warranted and if HDR and the City of Murfreesboro request these services.
- KSWA understands that HDR and the City of Murfreesboro wish to perform a PJD/state initial hydrologic determination as a due diligence activity prior to property acquisition. KSWA has included preparation and coordination for the PJD and state initial hydrologic determination in



this proposal. KSWA's hydrologic determination services do not include collecting land survey data for the hydrologic determination locations and/or applying for environmental permits associated with proposed impacts. If desired, KSWA can provide supplementary scope and pricing to address these additional items.

- We assume that all activities will be conducted from land. Project services do not include land surveying, historic preservation land use consultation, cultural resources, subsurface investigations to determine the presence or absence of hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on, or below or around this site. Other than as explicitly stated and defined above, our scope of services does not include any other assessment of or for hazardous materials.

FEE AND BILLING INFORMATION

KSWA proposes a contract that will be Hourly, Not-to Exceed (HNTE) with a ceiling amount of **\$46,662** for the environmental services. The table below summarizes the recommended overall cost for the project:

Service	Estimated Cost
Ecology Study	\$26,966
Hydrologic Regulatory Constraints Analysis	\$7,378
USACE & TDEC Regulatory Submittals Preparation & Regulatory Site Visits	\$4,450
Threatened and Endangered Species Regulatory Coordination and Bat Habitat Assessment	\$7,868
TOTAL	\$46,662

PROPOSAL ACCEPTANCE

To authorize our services, please sign the attached Proposal Acceptance Sheet (PAS) and return the signed proposal to our office. Special invoicing instructions or other requirements may be listed on the PAS.

Thank you for the opportunity to provide a proposal for environmental services. We are looking forward to working with you again on this project. Please contact us if you have any questions about this proposal.

Sincerely,

K. S. Ware and Associates, LLC

Chelsea Williams, PG
Senior Project Manager

Julie Oliphant., PE
President

Enclosure: Proposal Acceptance Sheet

Copies: Addressee (pdf)

MURFREESBORO TRANSIT CENTER
MURFREESBORO, TN

ENVIRONMENTAL, ARCHITECTURAL, AND ENGINEERING SERVICES

1.1 Architectural/Historical Resources

The Scope of Work for this task will involve survey and evaluation studies conducted to meet the requirements of Section 106 of the National Historic Preservation Act (NHPA), as defined in the regulations at 36 Code of Federal Regulations (CFR) 800. New South Associates (NSA) will follow documentation, review, and compliance reporting standards for historical/architectural surveys, Section 106 assessment of effect reports, and Section 4(f) evaluations, as specified in guidelines prepared by and the Federal Transit Authority (FTA) and the Tennessee State Historic Preservation Office (TN-SHPO). Should the survey identify National Register of Historic Places (NRHP) eligible properties for which the project will have an adverse effect, efforts to mitigate effects are outside the scope of the current project.

The Murfreesboro Transit Center Site (MTCS) is located at in the southwest quadrant of the intersection of Bridge Avenue with New Salem Road (SR-99). The 5.43-acre parcel is located approximately 1,000-feet east/southeast of the West Fork of Stones River and Greenway. The property is currently occupied by cleared land, densely wooded land, and the remnants of an early twentieth century barn. Abutting properties include dwellings, a church, and commercial businesses.

The work conducted will address the subjects on the Federal Transit Administration (FTA) Section 106 checklist (see Attachment A).

The consultant is responsible for the following tasks:

Task 1: Conduct Fieldwork and Investigations

- Define appropriate Area of Potential Effects (APE) for project area;
- Review existing cultural resources survey records (TN-SHPO, TDOA, and City of Murfreesboro);
- Complete archival research (Tennessee State Library & Archives, Public Library, Online, etc.);
- Research property records (interview owners, online review of property maps, etc.); and
- Complete fieldwork, record cultural resources and reassess previously surveyed properties and project alternatives.

Task 2: Draft Historic Architecture Survey/Section 106/Section 4(f) Report

The consultant will prepare the initial (review) draft and the final draft report for the survey. The report will include the following sections:

- Management Summary;
- Project Description with maps;
- Survey Methodology (description of APE, maps, discussion of previously surveyed properties, copy of TN-SHPO survey map, discussion of general settings, survey maps);
- Historic Context for Project Area and Surveyed Properties;
- Inventory of Surveyed Properties (historical information, architectural description, survey number, documentation of all outbuildings, digital photographs, NRHP-information);

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MURFREESBORO, TN

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- Inventory of NRHP-listed and properties recommended NRHP-eligible, which also includes additional information regarding NRHP criteria, interior information (contingent upon owner consent), existing and recommended NRHP boundaries and tax maps showing boundaries, additional photo-documentation, and owner's contact information;
- Section 106 Assessment of Effects for all NRHP-listed and NRHP-eligible properties, if applicable;
- Section 4(f) evaluation for all NRHP-listed and NRHP-eligible properties, if applicable;
- Summary and Recommendations; and
- TN-SHPO Survey Site Forms for Newly Surveyed Properties.

Deliverable by Consultant:

- Four (4) hard copies of Initial Draft Historic Architecture Survey/Section 106 Assessment of Effects/Section 4(f) Evaluation Report including CD with report, photos, and maps
- Up to twelve (12) hard copies of Final Historic Architecture Survey/Section 106 Assessment of Effects/Section 4(f) Evaluation Report, including copy on CD
- TN-SHPO Survey Site Forms for Newly Surveyed Properties

To be provided by FTA:

- Confirmation of APE (project site and adjacent properties)
- TN-SHPO concurrence letter

1.2 Archaeological Resources

The consultant will complete the archaeological investigation in a manner compliant with the general Scope of Work (SOW) for FTA and the Tennessee Historical Commission Review and Compliance Section Reporting Standards Appendix B: Archaeological and Architectural Resource Identification Studies (Survey Reports). The archaeological resources study will result in the identification and preliminary NRHP assessment of archaeological sites. Should sites be identified whose NRHP eligibility cannot be determined based on Phase I results, or should NRHP eligible sites be identified that require mitigation, such tasks are outside the current scope.

The work conducted will address the subjects on the FTA Section 106 checklist.

Task 1: Background Research.

A literature and records search will be conducted at Tennessee Division of Archaeology (TDOA) facility in Nashville. This will provide background information on the previously recorded archaeological sites and historic properties that are located in or within 1 mile of the project tract, as well as on past archaeological work in the study vicinity.

Sanborn Fire Insurance maps are of great utility to historic archaeologists, as they provide significant and detailed data regarding the nature and location of potential features, such as cisterns and foundations. A goal of Task 1 is the collection of these

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maps as they can provide significant information regarding the potential presence of archaeological resources within the APE.

Other sources of information that will be consulted as a part of Task 1 include the NRHP and the National Archaeological Database.

Task 2: Shovel Test Survey

An RPA-certified archaeologist will conduct a shovel test survey of the APE. Shovel testing will be conducted on a 20-meter grid. The objectives of the shovel test survey will be to obtain artifacts from the site, determine if there are areas that contain sheet midden (surface trash disposal) related to historic households, determine the site's soil stratigraphy, and determine the presence or absence of prehistoric materials on the site. Shovel tests will be round excavation units, approximately 30 cm in diameter, dug with a pointed nosed shovel. All soil from these tests will be screened through ¼ inch mesh hardware cloth for artifact recovery and all artifacts will be bagged and recorded by the provenience locations where they were found.

At the completion of the field phase, all artifacts recovered from the project will be transported to NSA's Stone Mountain, Georgia office and laboratory for processing. All artifacts will be washed and cataloged. All historic materials will be analyzed using a computer database system developed by NSA using the 4th Dimension software package. This system employs South's (1977) artifact patterning scheme and divides historic artifacts into functional groups (such as Kitchen, Architecture, etc.) and then classifies these items by raw material. Artifacts are next coded by type (such as pearlware) and subtype (such as transfer printed pearlware). Prehistoric artifacts will be identified by type and material and with reference to regional chronologies if diagnostic artifacts are found.

At the completion of the lab analysis phase, all materials will be prepared for curation at the Tennessee Division of Archaeology (TDOA). All 20th century materials, as well as bulk artifacts such as fire cracked rock or brick, will be sampled, tabulated and discarded according to the guidelines of the TDOA. In addition, a detailed artifact inventory and a box-packing list will be prepared. All field notes, photographs, drawings, and other documentation will be included with the curation package.

NRHP recommendations will be offered for each individual archaeological site and/or historic feature that is identified within the APE during the survey. Three specific types of NRHP recommendation will be offered, and supporting arguments will be provided for each: eligible; potentially eligible; and not eligible.

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MURFREESBORO, TN****ENVIRONMENTAL, ARCHITECTURAL, AND ENGINEERING SERVICES****Task 3: Report Preparation**

A draft report will be prepared to incorporate contain sufficient information and documentation to assess the need (if any) for further archaeological investigations for the project to comply with Section 106 of the NHPA. The report will meet the current TDOA and THC guidelines for archaeological assessments, and the current TDOT archaeology guidelines (Hodge and Kline 2018). Following the 30-day SHPO draft review period, TDOT's comments and the SHPO's comments will be incorporated in the document and the Final report will be prepared. Eight (8) bound copies and 20 CD (.pdf format) copies of the Final report will be submitted for distribution as necessary. According to the state guidelines, eight copies of the final report must be submitted to the TN SHPO.

As part of the reporting requirements, archaeological site forms will be completed and submitted to the TDOA site files curator for all identified sites.

NSA will provide draft Native American Coordination letter(s) for FTA to use for the Native American notification and consultation process.

Deliverables by Consultant:

- Archaeological Resources Survey Report (draft and final, with CD of final in pdf format).
- Archaeological collections prepared for curation at TDOA.
- Draft Native American Coordination Letter for FTA use.

To be provided by FTA:

- TN-SHPO approval letter.
- Native American Coordination and Responses.

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Attachment A – FTA Region IV Section 106 Consultation Worksheet

GRANTEE HISTORIC PRESERVATION/SECTION 106 CONSULTATION WORKSHEET FOR FTA PROJECTS

Project Name _____ Date Worksheet Completed _____

Grantee Name _____

Physical Address of Proposed Project Site or Length & Reference Points of Proposed Project Corridor

PROJECT DETAILS (Check All That Apply. Base this information on a site visit and your knowledge of the project area.)

<input type="checkbox"/> Ground Disturbing Activities (includes grading, scraping, tree removal, clear cutting, removal of concrete/paving, demolition)	<input type="checkbox"/> Project Limited to Equipment Purchase
<input type="checkbox"/> Buildings 45 Years or Older within ½ mile of Project	<input type="checkbox"/> Known Historic Districts within ½ mile of Project*
<input type="checkbox"/> Demolition Planned for the Proposed Project	<input type="checkbox"/> Property Contains Existing Buildings/Structures
<input type="checkbox"/> Urban Environment	<input type="checkbox"/> Land Previously Undisturbed or Agricultural
<input type="checkbox"/> Rural Environment	<input type="checkbox"/> Project Has a Rail Component
<input type="checkbox"/> Construction Planned for the Project	

BRIEF PROJECT DESCRIPTION (i.e., rehabilitation of building constructed in 1959 for BRT station)

Provide photos and a USGS map of the area that shows the boundaries of the proposed project.

ADDITIONAL INFORMATION:

IF PROJECT PLANS CHANGE AFTER COMPLETION OF THE ENVIRONMENTAL/SECTION 106 REVIEW, YOU MUST NOTIFY FTA WHO WILL THEN NOTIFY THE CONSULTING PARTIES AND REEVALUATE YOUR FINDINGS (SEE 24 CFR § 50.36 OR § 58.47).

Worksheet Completed by _____

Position Title _____

Phone Number _____ Email _____

Address _____

Section 106 of the National Historic Preservation Act and 36 CFR Part 800 require that Federal agencies consider the impact of Federal undertakings on historic properties. Undertakings include Federal grant funding, and the information you provide on this form will be used by FTA to comply with the regulatory requirement to consider impacts on historic properties.

FTA Region IV appreciates your assistance in maintaining compliance with the regulatory requirements.



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MURFREESBORO, TENNESSEE
PHASE I CULTURAL RESOURCE SURVEY
HDR

July 9, 2020

ASSUMPTIONS

- Project requires Phase I cultural resources survey.
- Project requires Section 106 compliance with FTA as the lead reviewing agency
- Project Location is a 5.43 acres parcel in the SW quadrant of the intersection of Bridge Avenue (former SR-96) and New Salem Highway (SR-99)
- Parcel is approximately 1000' east/southeast of the West Fork of Stones River and Greenway
- Parcel is currently occupied by cleared land, densely wooded land, and remnants of an early 20th century barn
- Parcel is surrounded by commercial businesses, a church, and residential dwellings
- Online maps/photos indicate parcel was historically part of an agricultural farm that has been redeveloped
- Background research requires 8 person hours for archaeology and 32 hours for history.
- Project area will receive shovel test survey at a 20 meter interval.
- Shovel test survey requires approximately 56 shovel tests.
- Shovel tests may be excavated at a rate of 20 per person day. Survey of 56 tests will require two days for a crew of two, including travel.
- Assume collection of 200 artifacts.
- Laboratory analysis can wash and catalog 100 artifacts per day. Analysis requires 16 hours.
- Artifacts can be prepared for curation at a rate of 400 artifacts per day. Curation requires 4 hours.
- Architectural history survey assumes recording and evaluating approximately 6 resources within APE (on or adjacent to the MTC site). Survey will digitally photograph and record information for TN-SHPO survey site forms for newly recorded resources, including the 1967 Church of Christ and four dwellings (1959-1967)
- Online data indicates the architectural APE contains one previously surveyed resource, a circa 1900 dwelling
- Assume results are presented in a Phase I Survey Report with NRHP Eligibility recommendations for archaeology and architectural history for submittal to FTA and the TN-SHPO for review and concurrence
- Create draft Native American Tribal Coordination letter for FTA use
- Assumes Section 4(f) Documentation, if necessary, will be completed under separate contract
- Assumes coordination with TDOT is unnecessary since this is an FTA project
- This contract will be Hourly, Not-to-Exceed (HNTE) with a total ceiling amount of \$17,328.90

PROJECT COSTS

1) LABOR	Hours	Rate	Subtotal
PLANNING AND ADMINISTRATION			
Project Manager	2	\$150.52	\$301.04
Principal Investigator	2	\$85.43	\$170.86
Senior Historian	4	\$76.62	\$306.48
BACKGROUND RESEARCH			
Archaeologist	8	\$58.18	\$465.44
Historian	8	\$58.65	\$469.20
FIELDWORK			
Shovel Test Survey			
Archaeologist	20	\$58.18	\$1,163.60
Field Assistant	20	\$36.97	\$739.40
Architectural History			
Historian	8	\$58.65	\$469.20
LABORATORY			
Cleaning, Cataloging, and Inventory			
Lab Director	4	\$70.61	\$282.44
Analysts	16	\$40.81	\$652.96
Curation Preparation			
Analysts	4	\$40.81	\$163.24
SURVEY REPORTING (DRAFT/FINAL)			
Principal Investigator	8	\$85.43	\$683.44
Archaeologist	40	\$58.18	\$2,327.20
Historian	72	\$58.65	\$4,222.80
Senior Historian	8	\$76.62	\$612.96
Graphics Specialist	24	\$59.09	\$1,418.16
GIS Specialist	12	\$66.29	\$795.48
Editor	4	\$79.10	\$316.40
TN-SHPO SITE FORMS			
Historian	8	\$58.65	\$469.20
Senior Historian	2	\$76.62	\$153.24
TRIBAL COORDINATION LETTER			
Senior Historian	8	\$76.62	\$612.96
TOTAL LABOR			\$16,795.70
2) EXPENSES			
Mileage (SHPO/TDOA)	50 miles @	\$0.58	\$29.00
Mileage (field)	240 miles @	\$0.58	\$139.20
Curation	1 boxes @	\$300.00	\$300.00
Photocopies	200 copies @	\$0.15	\$30.00
Supplies	3.5 days @	\$10.00	\$35.00
TOTAL EXPENSES			\$533.20
3) PROJECT TOTAL			\$17,328.90

Bowlby & Associates, Inc.

2505 21st Ave. S, Suite 300
Nashville, TN 37212
(615) 997-3982
www.bowlbyassociates.com

Air Quality and Noise Evaluation Scope Murfreesboro Transit Center, Rutherford County Date: July 16, 2020

Project Description:

The City of Murfreesboro is proposing to build a multimodal transit center near the intersection of New Salem Road and Bridge Avenue. Bowlby & Associates (B&A) will conduct the air quality and noise studies as part of the NEPA process for the project. The work tasks are discussed below.

Task 1: Noise Study

The noise study will be completed in accordance with the Federal Transit Administration's guidance contained in "*Transit Noise and Vibration Impact Assessment Manual*" dated September 2018.

Subtask 1.1: Noise Measurements

Existing hourly noise levels in the project area, as well as the Day-Night Level, abbreviated as DNL or L_{dn} , will be determined through the conduct of noise measurements. The DNL is a single number representing all of the noise in a 24-hour period, with a 10-decibel adjustment added to sound levels in the night between 10 pm and 7 am. The noise-sensitive uses near the project site include several residences and a church on the south side of Bridge Avenue west of New Salem Road. Noise measurements will be conducted near the residences or church during one evening time period (approximately 5 pm to 9 pm) and the following morning time period (approximately 5 am to 10 am). This data will be used to develop the existing DNL for the assessment.

Subtask 1.2: Data Reduction

The noise measurement data will be downloaded and processed. The hourly sound levels will be used to calculate the existing Day-Night Sound Level (DNL) in the project area.

Subtask 1.3: FTA Noise Impact Assessment

The existing DNL and data on projected bus operations will be input into the FTA Noise Impact Assessment Spreadsheet to determine if the project will create impacts. New Salem

Murfreesboro Transit Center, Rutherford County
July 16, 2020
Page 2

Road and Bridge Avenue already carry significant traffic. As a result, impacts are not anticipated because the noise contribution from the project is likely to have a small effect on the existing DNL. As such, a noise abatement analysis is not anticipated and has not been included in this scope.

Task 2: Air Quality Study

Subtask 2.1. Project Conformity

An evaluation of project conformity with the federal conformity rule will be completed.

Subtask 2.2. Mobile Source Air Toxics (MSATs)

An evaluation of MSATs will be completed in accordance with FHWA's 2016 "*Updated Interim Guidance on Mobile Source Air Toxic Analysis in NEPA Documents.*"

Task 3. Reporting

The noise analysis results will be summarized in a technical report, and the air quality statements for the NEPA document will be prepared.

Task 4. Project Coordination and Administration

B&A will coordinate with HDR on technical and administrative issues.

Estimated Labor Hours by Task and Estimated Cost: See attached Table 1, showing hours by task by person and other direct costs.

Type of Payment: Hourly, Not-to-Exceed \$10,784.21.

Bowlby & Associates, Inc.

2505 21st Avenue S, Suite 300, Nashville TN 37212

(615) 997-3982, www.bowlbyassociates.com

Table 1 - Proposed Level of Effort and Cost

Submitted to:	Jon Holler
	HDR Inc.
	750 Old Hickory Blvd.
	Building 1, Suite 200
	Brentwood, TN 37027-4528
	Holler, Jon <Jon.Holler@hdrinc.com>

Project Information	
County:	Rutherford
Route:	Murfreesboro Transit Center
Funding:	Federal
Work Type:	Air and Noise
Proposal Date:	16-Jul-2020
Proposed Project Manager:	D. Reiter
Cost Proposal Prepared By:	D. Reiter/G. Pratt
B&A Job:	TBD

Description of Professional Services					
Task	D. Reiter	G. Pratt	R. Williamson		Total
Task 1. Noise Study					
1.1 Noise Measurements	1.0	20.0	0.0		21.0
1.2 Data Reduction	1.0	12.0	0.0		13.0
1.3 FTA Noise Impact Assessment	4.0	12.0	0.0		16.0
Task 2. Air Quality Analysis					
2.1 Project Conformity Determination Documentation	0.0	0.5	0.0		0.5
2.2 Mobile Source Air Toxics (MSATs) Analysis	0.0	0.5	0.0		0.5
Task 3. Reporting	4.0	8.0	2.0		14.0
Task 4. Project Planning, Coordination, Administration	4.0	0.0	0.0		4.0
Total Hours	14.0	53.0	2.0		69.0
Rate	\$212.22	\$141.49	\$121.83		
Total Salary	\$2,971.08	\$7,498.97	\$243.66		\$10,713.71

Other Direct Costs						
Item	Description	Unit	Quantity	Amount	Subtotal	Notes:
Travel					\$70.50	
	Privately-owned vehicle miles	\$0.470	150	\$70.50		TN rate, 2018
Total, Other Direct Costs					\$ 70.50	
Total, All Costs					\$10,784.21	
Contingencies					0.00%	\$0.00
GRAND TOTAL						\$10,784.21

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MURFREESBORO, TN

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ATTACHMENT C
FEE PROPOSAL

	HDR			SEC (Civil and Survey)	New South Associates (Cultural Resources)	KS Ware (Environmental)	TTL (Geotech)	Hedstrom (Landscape)	Bowlby & Associates (Noise)		
	Hours	Labor	Expenses								Total
Task 1 - Review Existing Conditions	36	\$ 6,345.00	\$ -	\$ 6,345.00	\$ 8,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,595.00
Task 2 - Facility Programming	26	\$ 3,430.00	\$ -	\$ 3,430.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,430.00
Task 3 - Conceptual Layouts	480	\$ 63,080.00	\$ -	\$ 63,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,080.00
Task 4 - NEPA Environmental Documentation	671	\$ 109,635.00	\$ -	\$ 109,635.00	\$ -	\$ 17,328.90	\$ 46,662.00	\$ -	\$ -	\$ 10,784.27	\$ 184,410.17
Task 5 - 30% (Schematic) Design	2236	\$ 393,500.00	\$ -	\$ 393,500.00	\$ 37,500.00	\$ -	\$ -	\$ 11,500.00	\$ 10,360.77	\$ -	\$ 452,860.77
Task 6 - Project Management and Administration	504	\$ 102,160.00	\$ 13,788.80	\$ 115,948.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,948.80
	3953	\$ 678,150.00	\$ 13,788.80	\$ 691,938.80	\$ 45,750.00	\$ 17,328.90	\$ 46,662.00	\$ 11,500.00	\$ 10,360.77	\$ 10,784.27	\$ 834,324.74

Task labor and expenses are an estimate and may vary by task or between labor and expenses based on actual project effort. Project total is not to exceed, contract total

Direct expenses will be reimbursed at actual invoiced amount.

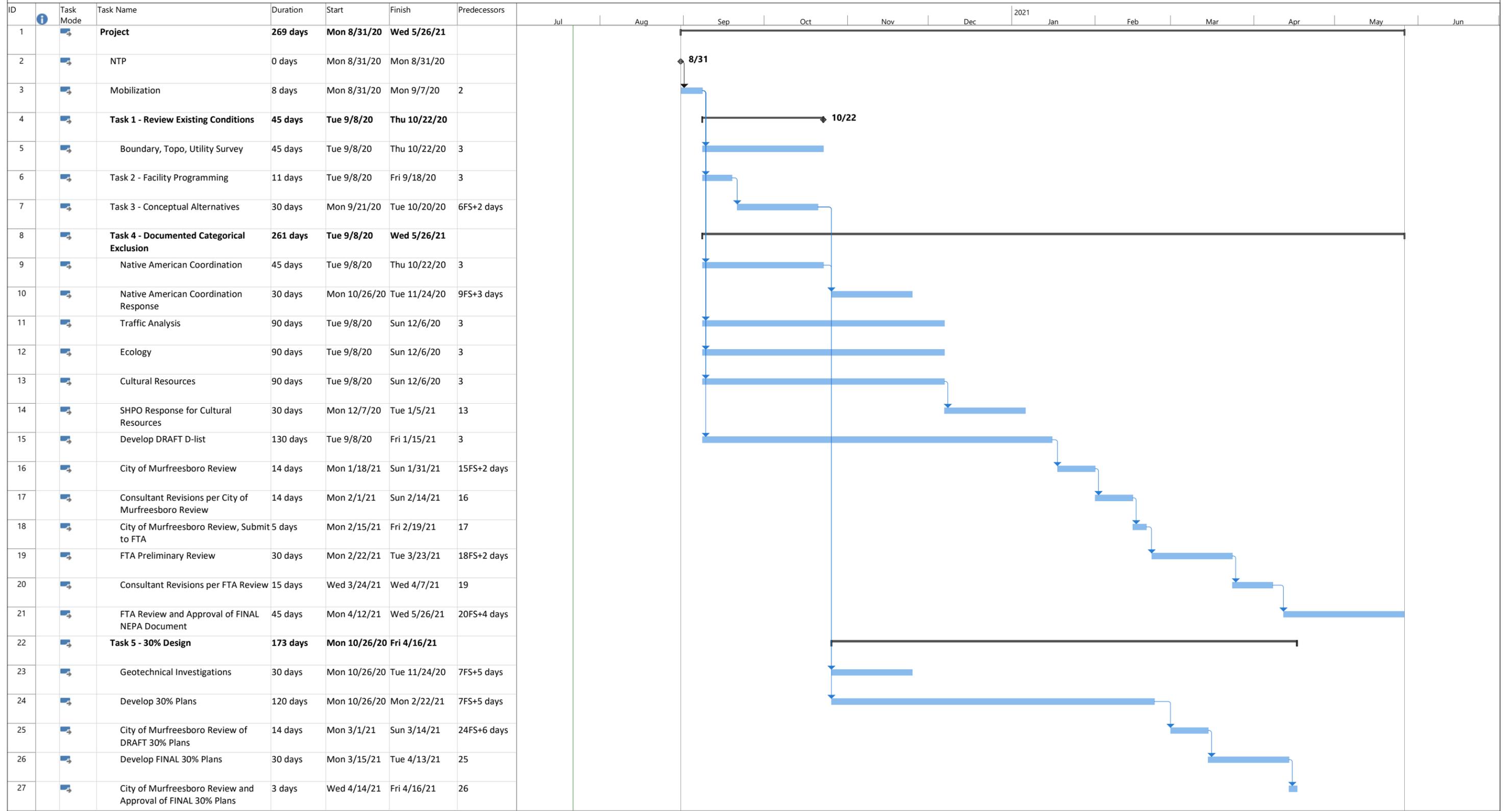
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MURFREESBORO, TN

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ATTACHMENT D
PROJECT SCHEDULE



Attachment D – Project Schedule



Project Schedule	Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
	Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
	Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$2,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those

set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

Unless otherwise mutually agreed to by the OWNER and ENGINEER in writing, these Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$2,000,000, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to,

cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.



December 10, 2019

A Service of RTA

430 Myatt Drive
Nashville, TN 37115
WeGoTransit.com
615-862-5969

Randall Hutto, Chair
Mayor Wilson County

Paige Brown, Vice Chair
Mayor City of Gallatin

Edward Cole, Secretary
Governor Appointee
Davidson County

Stephen G. Bland
Chief Executive Officer

Edward W. Oliphant
Chief Financial Officer

Bill Miller
Chief Operating Officer

Rita Roberts-Turner
Chief Administrative Officer

Trey Walker
Chief Engineer

The Honorable Shane McFarland
Mayor
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

Re: Land Acquisition for Murfreesboro Rover New Transit Center

Dear Mayor McFarland,

I am pleased to offer the support of the Regional Transportation Authority of Middle Tennessee (RTA) for the purchase of the property on Bridge Avenue for a new transit center for Murfreesboro Rover. As a regional transit partner, the RTA works closely with Rover to provide connections and convenient access to transit services in the Murfreesboro area.

Transit in this region faces many challenges to offer a viable and competitive options for riders. That is especially true on a fast-growing corridor like the one between Murfreesboro and Nashville. One main challenge is the lack of accessible and conveniently located park-and-ride facilities. In conversations with City of Murfreesboro staff we have discussed pursuing the development of a park-and-ride facility at the Bridge Avenue site in the future. This presents a unique opportunity for developing a facility that can serve both, Rover and RTA riders, and designed specifically to provide convenient connections between local and regional transit service.

Should the City move forward with the acquisition of the Bridge Avenue property, the RTA is committed to working closely with City staff to pursue the development of a park-and-ride facility at that location that will improve service on this corridor.

We look forward to a productive partnership to make this project a success.

Sincerely,

A handwritten signature in blue ink that reads "Steve Bland".

Stephen G. Bland
Chief Executive Officer

cc: Mayor Randall Hutto, RTA Chair

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Northeast Regional Pump Station-Task Order Amendment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Scope of work amendment to SSR Task Order for the design of the Northeast Regional Pump Station (NERPS).

Staff Recommendation

Approval of SSR Task Order amendment in the amount of \$30,640.

Background Information

Since 2011, staff has proposed this regional pumping station near the Stones River Water Treatment Plant. This became the NERPS, which is the largest capital construction project planned in the next five years.

MWRD's FY17-FY21 Capital Improvement Plan identified \$2.5m for engineering expenses and \$20.5m for construction expenses for NERPS. Since FY15, a separate sinking fund for this project has accumulated \$3.4m, with an additional \$500,000 reserve expense added in FY21. While the funds are currently designated to come from MWRD's working capital reserves, funding these projects through State Revolving Fund loans administered through the TDEC or debt financing will be investigated as the project progresses.

At the July 17, 2017 meeting, the Board approved Engineering Design services for the NERPS and Conveyances. The Task Order total was broken down into three major categories scope categories with estimated costs as follows:

Planning/Report/Survey Phase	\$ 247,055
Design	\$1,427,980
Bidding and Construction Phase	\$ 586,855
Total (Not to Exceed)	\$2,261,890

The original scope of work entailed the design of both gravity sewer and force main, along with abandonment of three large pump stations. The proposed amendment makes two changes to the SSR's scope of work. First, design an additional gravity sewer extension approximate 850' to abandon an additional pump station along English Hill Drive (PS #32). Second, survey a new route for a portion of the sewer force main to

the Tommy Hord property instead of through the rear of the Oak Leigh Subdivision. The amount of this additional work and Amendment is \$30,640.

Council Priorities Served

Responsible budgeting

These revisions to the Task Order and scope of work will ultimately save money on easement purchases and the decommissioning of the electric service to Pump Station #32 as well as construction of the project.

Expand infrastructure

The design and construction of this pump station will not only abandon aging pump stations but will also allow for expansion of the sewer infrastructure for the future.

Fiscal Impact

The proposed amendment to the task order will be funded by the MWRD sinking fund for the NERPS.

Attachments

1. SSR Task Order 17-41-016.0 Memo
2. SSR Task Order Amendment
3. Northeast Regional Pumping Station Exhibit



MEMORANDUM

To: Darren Gore
From: Brent Fowler
Date: July 21, 2020
Re: Northeast Regional Force Main Route Revisions and Additional Services
Project Name: Northeast Regional Pumping Station and Force Main
Project Number: 1741016.0

Darren,

Per WWRF Staff request, this memorandum provides information regarding revisions and additional engineering services for the proposed Northeast Regional Force Main route including decommissioning the existing English Hills Pump Station No. 32.

Background

The Board previously approved SSR Task Order 1741016.0 for the engineering report, design, and construction administration services for a new Northeast Regional Pumping Station and Force Main (NERPS/FM) conveying sewage to the Water Resource Recovery Facility Headworks. Decommissioning 3 existing pump stations, each to be served by gravity sewer and conveyed to the new NERPS, is also included in the project.

During initial planning meetings with Staff, a preferred NERFM route, a preferred NERPS location, and gravity sewer routes were identified. Later, MWRD decided to revise an approximately 5,400 linear feet section of the force main beginning at River Road and terminating at the Water Resource Recovery Facility Headworks. Refer to Route Revision 1 shown on the attached sketches. The revised route minimizes the number of impacted property owners and thus, minimizes the number of required easement acquisitions.

Additionally, MWRD staff identified another existing pump station – English Hills PS No. 32 – that can be decommissioned and served by gravity sewer, approximately 850 linear feet in length, and conveyed to the new NERPS. Refer to Route Revision 2 on the attached sketch. Decommissioning this pump station will reduce operation and maintenance (O&M) costs of the MWRD sewage collection system.

Recommendation

SSR recommends the MWRD proceed with the route revisions as they will minimize impacted property owners and reduce system O&M costs. The route revisions will require additional engineering services, including topographic, planimetric, natural resources field surveys and design of the new gravity sewer for English Hills PS 32. Topographic and planimetric surveys are included in engineering services offered in SSR Task Order 1741016.0. The natural resources survey is outside of the Task Order scope as a reimbursable expense but is referenced herein overall project cost valuation.

Project Costs

The original Board-approved Task Order 1741016.0 is \$2,231,250.00. The cost of the additional engineering services for the revisions described is tabulated below.

Additional Task Order 1741016.0 Engineering Services Revise Force Main Route Decommission English Hills PS No. 32	
Description	Fee Estimate ¹
English Hills PS 32 Sewer Survey and Sewer Easement	\$2,500
Stream Crossing Permit	\$1,500
English Hills Gravity Sewer Design, Plans, and Specification	\$6,640
NERFM Route Revision Survey	\$20,000
Total Estimated SSR Add Services Fee	\$30,640
<u>Notes:</u>	
1. Costs include design, bidding, and construction administration services.	

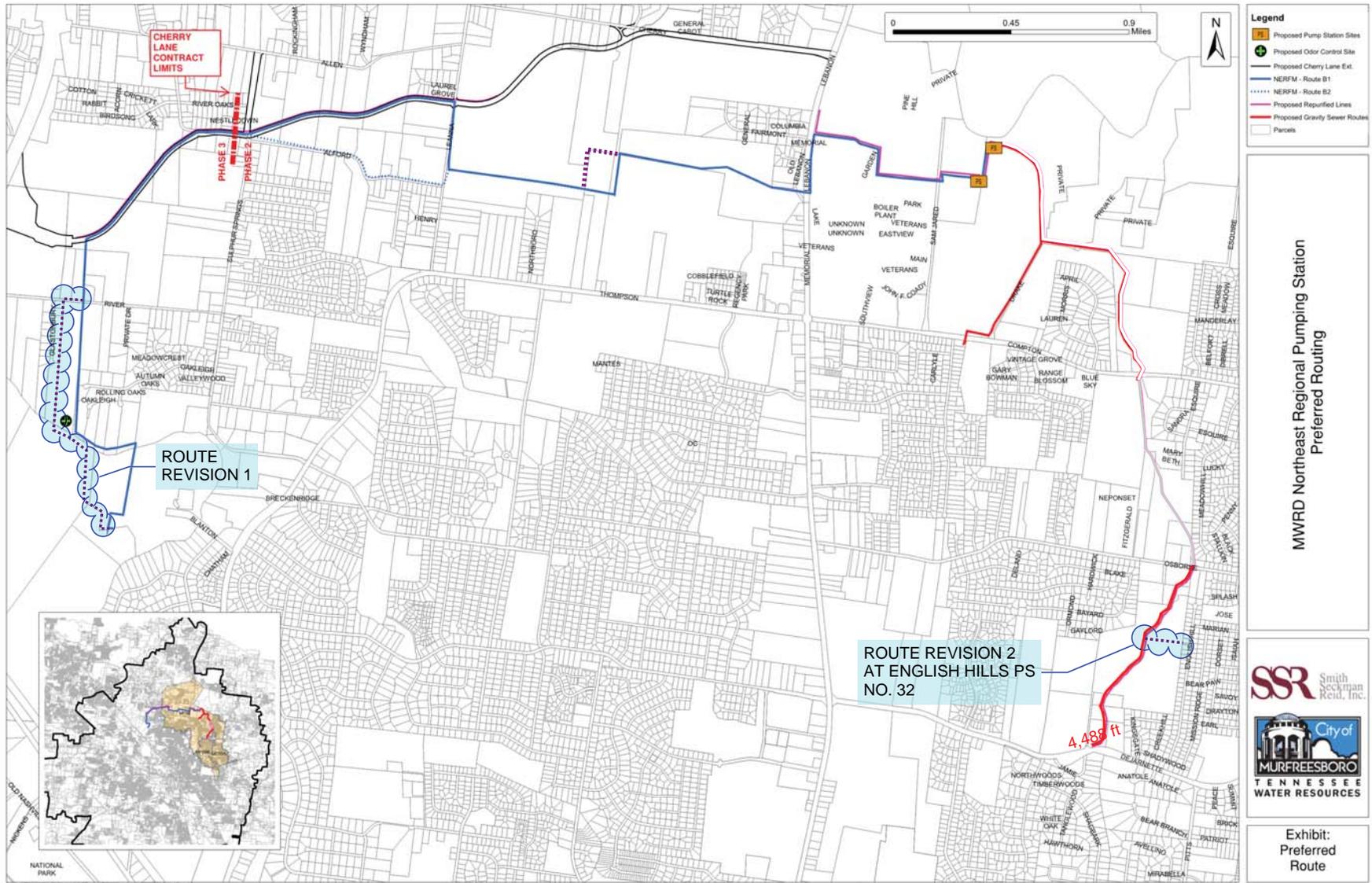
The total cost for engineering services, including this amendment, is \$2,351,890.00. The cost to complete the work for additional natural resources field survey is \$2,500 and is not included in the engineering fee for Task Order 1741016.0. Rather, the cost is a reimbursable expense.

If you need additional information, please contact me.

Attachments

1. Route Revision Sketches.
2. Amendment No. 1 to SSR Task Order 1741016.0

Attachment A. Illustration of NERPS Location and Conveyance Routing



Legend

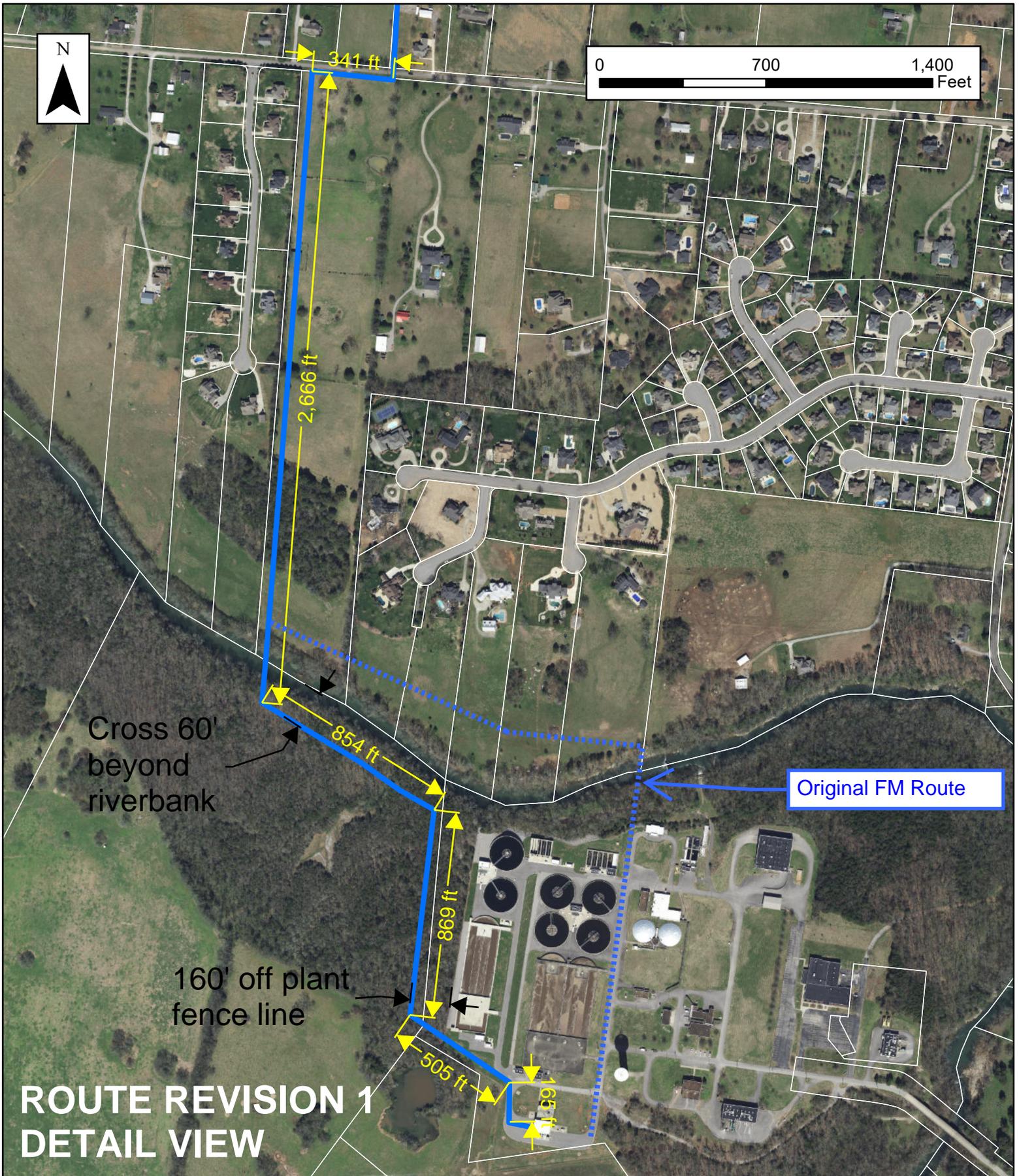
- Proposed Pump Station Sites
- Proposed Odor Control Site
- Proposed Cherry Lane Ext.
- NERFM - Route B1
- NERFM - Route B2
- Proposed Reapportioned Lines
- Proposed Gravity Sewer Routes
- Parcels

MWRD Northeast Regional Pumping Station
Preferred Routing

SSR Smith Seckman Reid, Inc.

City of MURFREESBORO
TENNESSEE
WATER RESOURCES

Exhibit:
Preferred Route



**MWRD North Regional Pump Station
Proposed Cherry Lane to MWWRF**

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Engineering Task Order 17-41-016.0
Amendment No. 1.

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: August 3, 2017
- b. Owner: Murfreesboro Water Resources Department
- c. Engineer: Smith Seckman Reid, Inc.
- d. Project: Northeast Regional Pumping Station and Conveyance

2. *Description of Modifications:*

- a. In addition to the scope described in Task Order 17-41-016.0, this modification includes:

Understanding of Modifications

The OWNER desires to revise the Northeast Regional Force Main route beginning on the north side of the W. Fork Stones River at River Road and terminating at the Water Resource Recovery Facility (WRRF) Headworks. The OWNER desires to decommission the existing English Hills PS 32 and serve the drainage area by gravity sewer conveyed to the Northeast Regional Pumping Station.

ENGINEER's Scope of Services

ENGINEER's scope of service will include the following tasks:

- Survey and design of approximately 850 linear feet of 8-inch gravity sewer from the existing English Hills PS 32 and connecting to the proposed 24-inch sewer along Bear Branch.
- Easement preparation for proposed gravity sewer from English Hills PS 32.
- Preparation and submittal of Bear Branch stream crossing permit for proposed gravity sewer from English Hills PS 32.
- Survey of approximately 5,400 linear feet of 30-inch diameter force main from River Road to the WRRF Headworks.

Deliverables

ENGINEER will deliver to the OWNER the following:

- Deliverables as indicated in the original task order to include modifications listed above.

Time of Completion

No change in the time of completion is anticipated as a result of this amendment.

Reimbursable Expenses

- Outside Plotting and Printing: Reimbursable at Cost

- Out of Town Travel: Reimbursable at Cost
- Geotechnical Exploratory Investigations, if required: Reimbursable at Cost
- Cultural and Natural Resources Field Investigations: Reimbursable at Cost

Exclusions

- Demolition design, drawings, and specifications for the existing English Hills PS 32. MWRD will take necessary action to demolish the pump station.

3. Agreement Summary (Reference only)	
a. Original Agreement amount:	\$2,231,250.00 _____
b. Net change for prior amendments:	\$0.00 _____
c. This amendment amount:	\$30,640.00 _____
d. Adjusted Agreement amount:	\$2,351,890.00 _____

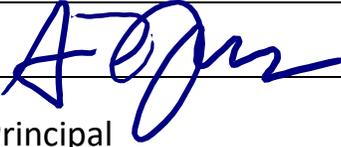
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

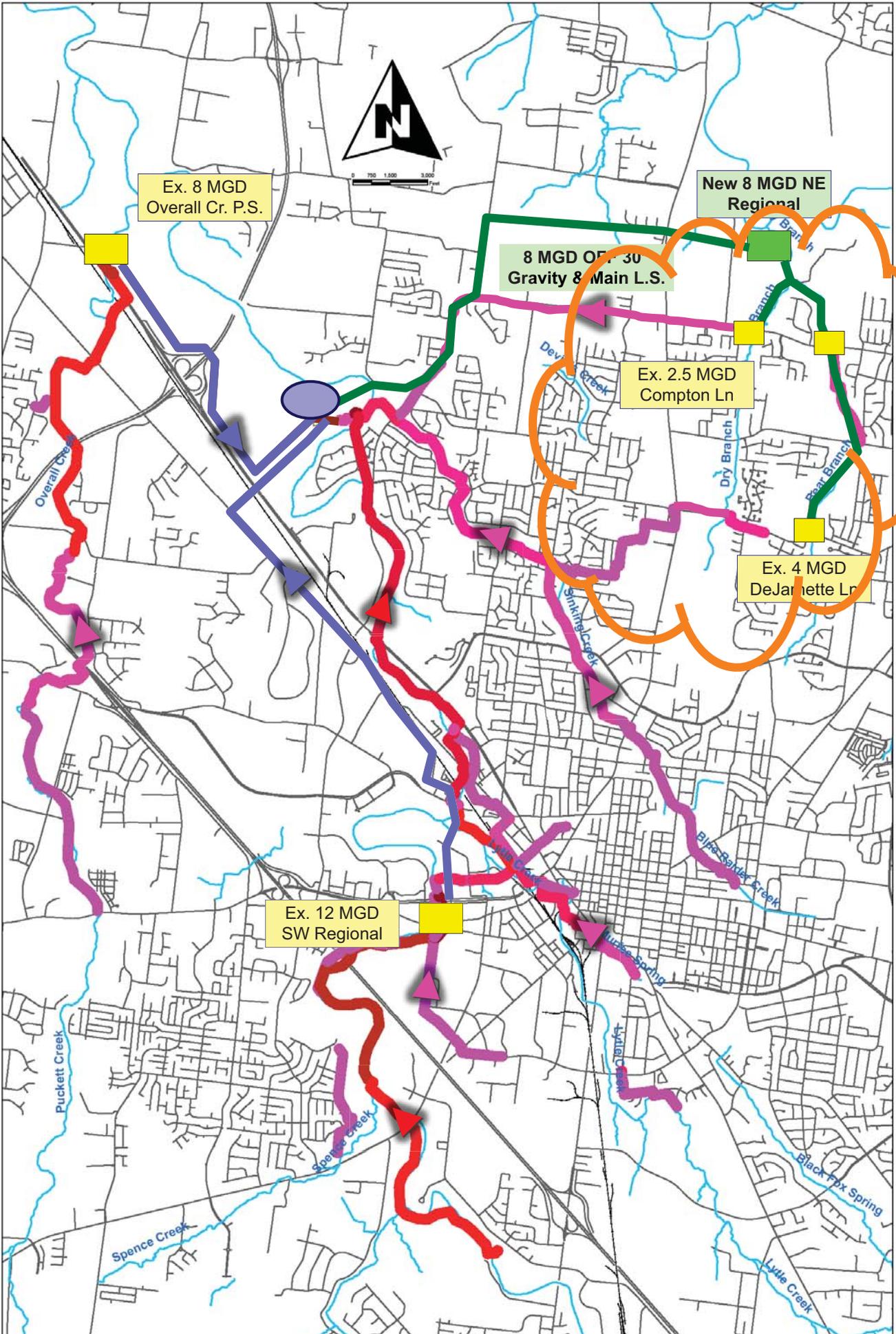
By:  _____

Title: _____

Title: Principal _____

Date Signed: _____

Date Signed: 7/21/2020 _____



COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Specific Energy Distribution System Optimizer

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase and install Specific Energy's Distribution System Optimizer to control the filling and draining of the five water storage tanks.

Staff Recommendation

Approve sole source procurement of the Specific Energy system for the Distribution System Optimizer in accordance with their proposal.

Background Information

A challenge facing Murfreesboro's water system is associated with the fact that the Stones River Water Treatment Plant (SRWTP) fills a single pressure plane that then stores water in five distribution storage tanks (DSTs) spread throughout the service area. Unfortunately, because each tank is located at different distances from the SRWTP and the demands in the areas surrounding each tank vary, the tanks fill and drain at different rates. Certain customers near the SRWTP experience very high-water pressure, and we believe the distribution system loses a lot of water through leakage in these high-pressure areas.

To alleviate these challenges, a solution was proposed in the Water Resource Integration Plan (WRIP) that would add two booster pumping stations near the Tiger Hill and Stoney Meadows DSTs to fill these tanks more quickly. The estimated one-time capital costs were \$870,000 with \$7,500 annual operating costs.

A better solution has been identified. By modifying the actuators which allow them to modulate, or partially open and close, Specific Energy's Distribution System Optimizer (DSO) system can be incorporated to better manage the filling and draining the DST's. The DSO solution will allow the filling of the Tiger Hill and Stoney Meadows tanks faster, will balance the hydraulics of the system to reduce peak pressures (which is anticipated to reduce water loss in the system), will reduce pressure surges by controlling the speed of opening and closing of the valves on each tank, and will integrate the distribution system water quality to the operation of the high service pumps to improve both water quality and energy efficiency.

The proposed cost of the DSO solution is \$145,500, including the first year of annual service for the software interface, communications, updates, and data storage. After

that, the annual service will cost \$8,000 per year. The DSO solution is expected to afford the department over \$700,000 in cost savings.

Council Priorities Served

Maintain public safety

MWRD consistently evaluates resources to extend equipment life and ensure reliability for providing quality water consistently to customers.

Fiscal Impact

The costs for the Specific Energy Distribution System Optimizer is \$145,500 and includes the first year's annual service. This is budgeted in the Department's FY21 capital expenditures. Cost for the annual service fee is \$8,000. This amount would be budgeted in the annual operating budget.

Attachments

Specific Energy Distribution System Optimizer Proposal



1978 S. Austin Avenue • Georgetown, Texas 78626 • 512-930-9415

July 1, 2020

Alan Cranford
Water Treatment Plant Manager
P.O. Box 1477
Murfreesboro, TN
615-848-3222

Proposal for intelligent Distribution System Optimizer (DSO)

Project Description

Specific Energy proposes to furnish five (5) Distribution System Optimizers (DSOs) to enable Murfreesboro Water Resources Department to control the inflows and outflows from their Distribution Storage Tanks to optimize the filling and draining of the tanks to improve water quality and reduce peak pressures at the Water Treatment Plant.

The DSOs will be installed by Customer into the Control Panel at each Distribution Storage Tank and will interface the existing modulating control valves, Hach Distribution Monitor Panels, and level sensors through the Programmable Logic Controllers (PLCs). The DSOs will estimate the inflow and outflow based upon a strapping algorithm correlated to the level sensor and tank geometry. The DSOs will control the position of the modulating valves to either balance the filling and draining of all five tanks concurrently, or will optimize the filling and draining based on individual water quality within each tank. This will be customizable by the Customer.

Configuration and Installation Support Phase

The Configuration and Installation Support Fee is a one-time fee that includes the following services **provided by Specific Energy**:

Standard Services

- Configure Specific Energy DSOs
- Deliver Specific Energy DIN-rail mountable hardware for field installation by others, including wiring instructions to connect the equipment to power and electrical equipment.
- Customized programming and written instructions to configure DSOs to communicate with the existing equipment.
- Unlimited support by Specific Energy's technical staff for the installation phase during normal business hours (Monday through Friday, 8 AM to 5 PM CT), including commissioning and initial troubleshooting.

Custom Services

- In order to configure the DSOs to meet Customer's requirements, several custom services will be required
 - A Full-Day site visit and Coordination meeting will be held at Customer's offices to confirm the operational sequences, water quality goals and constraints for the DSO System.
 - Existing pumpage, usage, and tank level data will be used to create a custom optimization algorithm to control the existing inlet and outlet control valves at each tank location.
 - Specific Energy personnel will assist with integrating the DSO devices into Customer's existing PLC control panels.
 - Specific Energy personnel will visit the sites once per quarter for the first year to confirm that the DSOs are operating correctly and make any modifications to assure that the system is achieving water quality goals.

Annual Service Fee includes these services **by Specific Energy:**

- DSO and cellular modem replacement upon failure
- Unlimited Cellular data plan
- Secure 24-hour operator interface with no license restrictions for number of concurrent users
- Telephone and email technical support during normal business hours
(Monday through Friday, 8 AM to 5 PM CT)

Quotation for DSO Devices and Annual Service

			Total	
DSO Hardware Configuration and Installation Support (CISF), System Modeling and Custom Algorithm Creation, Seasonal Calibration and Site Meetings	5	\$	27,500	\$ 137,500
One year of Annual Service (\$1600 per DSO)	5	\$	1,600	\$ 8,000
			Proposal Total	\$ 145,500.00

Summary

I am pleased to prepare this proposal for your consideration. This proposal is valid for 180 days from the date of this proposal.

Respectfully submitted,

Mike Bernard

Signature

By signature below, I hereby agree to abide by the terms and conditions specified herein.

Murfreesboro Water Resources Department

By: _____ Date: _____
Signature of Authorized Signer

Printed Name & Title of Authorized Signer

COUNCIL COMMUNICATION

Meeting Date: 08/20/2020

Item Title: Specific Energy Pump Management for Membrane Pump Station

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

Purchase and install Specific Energy's Pump Asset Management and Optimization System for the membrane pump station.

Staff Recommendation

Approve sole source procurement of the Specific Energy system for the membrane pump station in accordance with their proposal.

Background Information

The Stones River Water Treatment Plant installed the Specific Energy Pump Asset Management and Optimization System in December 2019 for the raw water intakes and in April 2020 for the high service pump station. The benefits seen thus far have more than justified the purchase of the software and equipment. Having seen the pumps operating off the curve is likely the reason for the repairs needed to the pumps. Repairs generally cost >\$25,000.

The membrane pumps operate somewhat differently than the raw water pumps and high service pumps. Their function is to pump water through the Pall membrane systems. There are four pumps for the membrane feed pump station. To operate the membrane system there can be anywhere from one to four pumps operating at a time. They are not currently operated on efficiency or even necessarily in the preferred operating range. Staff currently has no way to determine the most efficient use of the membrane pumps without some type of interface like Specific Energy.

Council Priorities Served

Responsible budgeting

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

Maintain public safety

MWRD consistently evaluates resources to extend equipment life and ensure reliability for providing quality water consistently to customers.

Fiscal Impact

The cost for purchasing the Pump Asset Management and Optimization Software for the membrane pump station is \$21,300 including the first year's annual service fee. Funding is in the FY21 capital budget. Cost for annual service fees for the membrane pump station is \$5,600. This amount will be budgeted in the annual operating budget.

Attachments

Specific Energy Membrane Feed Pump Station Proposal



1978 S. Austin Avenue • Georgetown, Texas 78626 • 512-930-9415

June 11, 2020

Alan Cranford
Water Treatment Plant Manager
P.O. Box 1477
Murfreesboro, TN
615-848-3222

Proposal for Pump Asset Management and Optimization

Project Description

Pump Asset Management and Optimization for: **Murfreesboro Water Resources Department**
Membrane Feed Pumps
5528 Sam Jared Rd
Murfreesboro, TN 37130

Description	Power (hp)	Notes
Pump 1	200 hp	VFD
Pump 2	200 hp	VFD
Pump 3	200 hp	VFD
Pump 4	200 hp	VFD

Overview of Services

Specific Energy proposes to furnish a Dynamic Pump Optimizer (DPO) configured for this pump station. The DPO implements Specific Energy’s asset management and optimization technologies.

Specific Energy’s DPO enables routine operator-initiated pump testing for comparison of current pump condition to ideal factory pump curves. The DPO calculates Pump Health Index (PHI), continually recalculates annualized excess energy costs due to worn pumps, and recommends pumps for repair or replacement based on a rigorous financial analysis. This financial analysis can be incorporated into a comprehensive pump asset management program to determine optimal scheduling of pump repairs.

Additionally, the DPO calculates the combination of pumps and speeds that satisfies current flow demand while maximizing energy efficiency. The DPO selects the most efficient combination of pumps and speeds that operates each pump within its Preferred Operating Range. As system conditions change throughout the day, the DPO recomputes the solution to ensure the station continues to operate at minimum specific energy (kWh/MG).

The DPO may be used in either Advisory Mode (operators use recommendations from the DPO to select which pumps and speeds to use) or DPO-Mode (pump station PLC uses recommendations from the DPO to continually operate the pump station at peak performance).

Detailed Scope of Services

Configuration and Installation Support Phase

The Configuration and Installation Support Fee is a one-time fee that includes the following services **provided by Specific Energy**:

Standard Services

- Configure Specific Energy equipment to match customer's specific application, including configuration of communications and modeling of station piping, pumps, and sensors.
- Deliver Specific Energy DIN-rail mountable hardware for field installation by others, including wiring instructions to connect the equipment to power and electrical equipment and controllers.
- Customized programming and written instructions to configure customer's equipment to communicate with the Specific Energy DPO.
- Unlimited support by Specific Energy's technical staff for the installation phase during normal business hours (Monday through Friday, 8 AM to 5 PM CT), including commissioning and initial troubleshooting. During this phase, the cellular or direct internet connection must be active so Specific Energy's staff can remotely monitor and troubleshoot the equipment.

The following items are not included in Specific Energy's Scope of Services, and are to be provided by others:

- Install Specific Energy DIN-rail mountable DPO inside existing pump station control panel (requires 12 VDC or 120 VAC from an uninterruptible power supply).
- Install instrumentation required by DPO: tank level or suction pressure, discharge pressure, pump station flow, and per pump powers, run statuses, and speeds.
- Configure pump station PLC to communicate with DPO.

Operational Phase

The Dynamic Pump Optimizer Annual Service Fee includes these services **by Specific Energy**:

- DPO and cellular modem replacement upon failure
- Unlimited Cellular data plan
- Secure 24-hour operator interface with no license restrictions for number of concurrent users
- Data logging at one-second resolution.
- Telephone and email technical support during normal business hours (Monday through Friday, 8 AM to 5 PM CT)
- Automatic updates for ongoing software enhancement, bug fixes, and security patches
- Monthly Pump Station Reports including individual pump report cards, delivered via email.

Quotation

Base fee (\$8,500/station)	\$	8,500	
CISF Pump Configuration Fee (\$1,800/pump)	\$	7,200	
Total One-Time Configuration and Installation Support Fee (CISF)			\$ 15,700

Base Fee, includes Specific Energy client interface, unlimited simultaneous users, one-second data logging, historical trending, exporting, alarm and event logging and reporting	\$	3,200	
Power fee, Pumps up to 2000 hp (\$3/hp * 800 hp)	\$	2,400	
Power fee, Pumps > 2000 hp (\$1.5/hp * 0 hp)	\$	-	
Total Annual Service Fees			\$ 5,600

Proposal Total			\$ 21,300
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Summary

I am pleased to prepare this proposal for your consideration. This proposal is valid for 90 days from the date of this proposal.

Respectfully submitted,



Mike Bernard

Signature

By signature below, I hereby agree to abide by the terms and conditions specified herein.

MURFREESBORO WATER RESOURCES DEPARTMENT

By: _____ Date: _____
Signature of Authorized Signer

Printed Name & Title of Authorized Signer