

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – City Hall – 6:00 PM
January 30, 2020

PRAYER

Mr. Eddie Smotherman

PLEDGE OF ALLEGIANCE

Cub Scout Pack 1615 Walter Hill School

CEREMONIAL ITEMS

STARS Award: Barney Dale, Solid Waste Department

Teacher Recognition: Kyle Cantrell - Extraordinary Educator for Curriculum Associates and Heather Knox - Presidential Awardee for Math and Science

Consent Agenda

1. Fire Station No. 11 – Construction Change Order 1 (Administration)
2. Fire Station No. 11 – Consultant Change Order 2 (Administration)
3. Affordable Housing Program - 523 East Castle and 619 East Sevier (Community Development)
4. FY 2020 City Manager Approved Budget Amendments (Finance)
5. Mandatory Referral for Sanitary Sewer Easement Abandonment along Memorial Boulevard (Planning)
6. Mandatory Referral for Property Swap Along North Thompson Lane (Planning)
7. Mandatory Referral for Property Acquisition for Robert Rose Drive Improvements (Planning)
8. Mulching Services Contract (Street)
9. Main Street Banner Request to Hang Across East Main Street:
 - a. City Tennis Tournament August 21 – 31, 2020
 - b. Greenway Art Festival September 1 - 10, 2020
 - c. Main Street Jazz Fest September 23 – October 3, 2020
 - d. Stones River Craft Association November 16 - 23, 2020
 - e. Rutherford County Tree Lighting November 25 – December 4, 2020 (Street)
10. 2020 Title VI Update (Transportation)

Old Business

Ordinance

11. Ordinance 19-O-08: Budget Amendment (2nd and final reading) (Finance)

Land Use Matters

12. Rezoning approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive (Planning)
 - a. First Reading: Ordinance 19-OZ-43

New Business

Land Use Matters

13. Planning Commission Recommendations (Planning)

On Motion

14. Gateway Blvd Extension – Professional Services Agreement (Engineering)
15. Southwest Elementary – Roadway – Final Change Order (Engineering)

Licensing

Board & Commission Appointments

Historic Zoning Commission

- a. Appointment of Chase Salas filling the vacancy left by Jennifer Garland
term expiring: June 30, 2022

Payment of Statements

Other Business

Adjournment

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Fire Station No. 11 – Construction Change Order 1

Department: Administration

Presented by: Greg McKnight

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

Change Order 1 proposes changes to the current construction plans for Fire Station 11.

Staff Recommendation

Approval of the Final Change Order increasing the amount of the project’s contract by \$41,303.

Background Information

Construction of Fire Station No. 11 is scheduled for completion in April 2020. As part of the construction, the following changes are required:

- Upgrade of the trench drain at the apparatus bay for longevity to a pre-sloped structural composite drain with ductile iron slotted grate.
- Resinous flooring in the apparatus bays and turnout gear room in lieu of sealed concrete.
- Additional steel casing as required by Consolidated Utility District.
- Air transfer ducts moved to the exterior from the apparatus bays. The fire suppression and exhaust systems changed from a commercial system type to a residential system.
- The overhead doors modified a storefront system to a coiling door.

Council Priorities Served

Expand infrastructure.

The new fire station will provide City residents with an increased level of public safety service for.

Fiscal Impact

The original contract amount for the project was \$3,948,000. The current change order adds \$41,303 to the construction amount with a revised construction contract amount of \$3,989,303. This amount can be accommodated by \$108,802 budgeted in project contingency funds.

Attachments

Change Order No. 1



CHANGE ORDER NO. 1

PROJECT: Station No: 11
Murfreesboro Fire Rescue Department
The City of Murfreesboro

CHANGE ORDER NO: 1

DATE: November 06, 2019

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN 37130

ARCHITECT'S PROJECT NO: 1707

CONTRACT FOR: New Fire Station

CONTRACT DATED: June 05, 2019

You are hereby directed to make the following changes in this Contract

ITEM 1: Furnish and install a heavy duty trench drain system to include cast iron grate, as manufactured by Watts and described in J+B's PR 001.

ADD:\$20,393.12

ITEM 2: As requested by Owner, the installation of resinous flooring in Apparatus Bays and Turnout Gear Room in lieu of specified sealed concrete in these same areas. The resinous flooring will be the same as the material used in MFRD Station J+B's PR 002.

ADD:\$22,674.73

ITEM 3: Furnish and install additional steel casing under existing drive as now requested by CUD. The site plan approved by CUD did not show this casing, and it has been required by CUD inspector. J+B's PR 003.

ADD:\$6,003.76

ITEM 4: The Proposal Request covers two items: The first is the removal of air transfer ducts from the apparatus bays to the exterior. The second is to furnish and install a residential type exhaust / fire suppression system, in lieu of the commercial type system specified. This is due to the city inspectors original code interpretation. J+B's PR 004.

DEDUCT:-\$6,644.47

ITEM 5: As requested by Owner, the installation of an overhead coiling door in lieu of specified storefront system. The system shall be manually operated with latches to the exterior to be secured via a keying system to match building. J+B's PR 005.

DEDUCT:-\$1,123.21

TOTAL:\$41,303.93

Murfreesboro Fire Rescue Department
Station No: 11
Change Order No: 1
November 06, 2019
Page 2 of 2

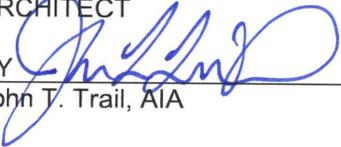
SEE ATTACHMENTS

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.	\$3,948,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was.	\$3,948,000.00
The Contract Sum will be increased by this Change Order.	\$41,303.93
The new Contract Sum including this Change Order will be.	\$3,989,303.93
The Contract Time will be modified by	Zero (0)Days
The Date of Substantial Completion as of the date of this Change Order therefore is	April 07, 2020

Johnson + Bailey Architects P.C.
ARCHITECT

BY 
John T. Trail, AIA

DATE: November 06, 2019

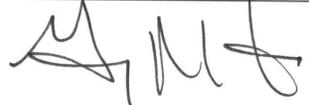

Boyce Ballard Construction, LLC
CONTRACTOR

BY 
Steve Ballard, Owner

DATE: 11/12/19

The City of Murfreesboro
OWNER

BY
Gary Whitaker,
Assistant City Manager

DATE:  12/9/19

ATTACHMENTS:

1. Boyce Ballard Cost Itemization dated August 21, 2019 for J+B PR 001 - August 15, 2019
2. Boyce Ballard Cost Itemization dated September 29, 2019 for J+B PR 002 - August 16, 2019
3. Boyce Ballard Cost Itemization dated October 04, 2019 for J+B PR 003 - August 28, 2019
4. Boyce Ballard Cost Itemization dated October 29, 2019 for J+B PR 004 - September 16, 2019
5. Boyce Ballard Cost Itemization dated October 16, 2019 for J+B PR 005 - October 10, 2019

Johnson + Bailey Architects P.C.

City Center • Suite 700
100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



PROPOSAL REQUEST

PROJECT: Murfreesboro Fire Rescue Department
Station No: 11
Blaze Drive
Murfreesboro, TN

PROPOSAL REQUEST NO: 01

DATE: August 15, 2019

ARCHITECT'S PROJECT NO: 1707

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN

CONTRACT DATED: June 5, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Prepare a cost comparison for the two options described below. The options will be evaluated based on time, cost, and difficulty of construction. Based on the criteria the most suitable option to the Owner will be selected to be included in the Work.

OPTION 01

The procurement and installation of a pre-sloped trench drain system to be located as shown on drawings. The system shall include; structural composite channel drain (6inch size), ductile iron slotted grate, grate lockdown assembly, extra heavy duty frame assembly with anchor studs, and grate lockdown hardware. Provide catch basin and sediment bucket (6x20x20). Provide end caps and coordinate trench length with plans. Coordinate trench drain installation with manufacturer's instructions.

Acceptable Manufacturers and Products include:

1. Zurn Z886-HD Trench Drain System
2. Watts Dead Level D Trench Drain System

Product information sheets are attached.

OPTION 02

The layout and construction of a formed concrete trench drain as shown on the drawings. A cast iron frame and grate system will be used at the top of the trench. The installation of the frame and grate will be in accordance with the manufacturer's instructions. The trench will drain into a hub outlet with stainless steel screen. The trench will be constructed as described on attached Sketch Sheet dated 08/15/19.

Acceptable manufacturers of Grate and Frame components include:

1. Neenah Foundry: Series R-4990
2. John Bouchard & Sons: 5500 Series
3. Other Manufacturers after Design Team Approval

Product information sheets are attached.



Proposal Request 01
MFRD Station No: 11
J+B No: 1707
Page 2

Both of the options above include the elimination of the P-17 fixture currently shown on the drawings in the Apparatus Bays. An itemized cost of these plumbing elements will need to be provided and credited back to the Project.

BY: _____

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John T. Trail, AIA, NCARB

ATTACHMENTS: Zurn Trench Drain Product Information
Watts Trench Drain Product Information
Formed Concrete Trench Drain Sketch Detail dated 08/15/19
Neenah Foundry Product Information
John Bouchard & Sons Product Information

DISTRIBUTION: Steve Ballard - BBC
Mark Foulks - MFRD
Roger Tombs - MFRD
Greg McKnight - City of Murfreesboro
Ron Duggin - BBC
Neil Lambert - BBC
Enoch Jarrell - HSE
Trent Latta - LSE
Ben Hunter - Entech

ITEMIZATION FORM
BOYCE BALLARD CONSTRUCTION, LLC

Job Name: MFRD Fire Station #4
 Proposal Request No. 1
 Date 8/21/2019

Description: Furnish and install Watts brand trench drain system to include cast iron grate per J+B's PR 001.

Description	Quantity	Units	Labor		Material		Sub-Contracts	Totals
			Unit Cost	Labor	Unit Cost	Material		
Price from Roscoe Brown	1	ls	0.00	0.00	0.00	0.00	22897.36	22,897.36
Deduct for not forming concrete trench	1	ls	0.00	0.00	0.00	0.00	-3800.00	-3,800.00
Sub-Totals			\$0.00	\$0.00	\$0.00	\$0.00	\$19,097.36	0.00

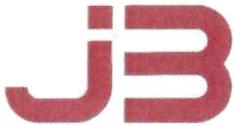
Sub-Total: \$19,097.36

RECAP TOTALS:	\$0.00	\$0.00	\$19,097.36	\$19,097.36
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Payroll Tax:	35.00%	\$0.00
Sales Tax:	9.75%	\$0.00
Total After Taxes:		
OH & Profit	5.00%	\$954.87
Sub-Total		\$20,052.23
P&P Bond Premium	1.70%	\$340.89
TOTAL:		\$20,393.12

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PROPOSAL REQUEST

PROJECT: Murfreesboro Fire Rescue Department
Station No: 11
Blaze Drive
Murfreesboro, TN

PROPOSAL REQUEST NO: 02

DATE: August 16, 2019

ARCHITECT'S PROJECT NO: 1707

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN

CONTRACT DATED: June 5, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Furnish and install resinous flooring in the Apparatus Bays as described in Specification Section 09 67 23.1 Resinous Flooring Truck Bays dated September 28, 2018. This product was originally specified and was removed during the VE process.

BY: _____


John T. Trail, AIA, NCARB

ATTACHMENTS: NA

DISTRIBUTION: Steve Ballard - BBC
Mark Foulks - MFRD
Roger Tombs - MFRD
Greg McKnight - City of Murfreesboro
Ron Duggin - BBC
Neil Lambert - BBC
Enoch Jarrell - HSE
Trent Latta - LSE
Ben Hunter - Entech

ITEMIZATION FORM
BOYCE BALLARD CONSTRUCTION, LLC

Job Name: MFRD Fire Station #4
 Proposal Request No. 2
 Date 9/29/2019

Description: Install resinous flooring in Apparatus Bay and Turnout Gear Rooms. Deduct sealed concrete in these same rooms.

Description	Quantity	Units	Labor			Material		Sub-Contracts	Totals
			Unit Cost	Labor	Unit Cost	Material			
Add Stonshield HRI Resinous Flooring - Includes cove base per finish schedule	1	ls	0.00	0.00	0.00	0.00	27298.00	27,298.00	
Deduct sealed concrete in same rooms	1	ls	0.00	0.00	0.00	0.00	-6064.00	-6,064.00	
Sub-Totals				\$0.00		\$0.00	\$21,234.00		

Sub-Total: \$21,234.00

RECAP TOTALS:	\$0.00	\$0.00	\$21,234.00	\$21,234.00
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Payroll Tax:	\$0.00	35.00%	\$0.00
Sales Tax:	\$0.00	9.75%	\$0.00
Total After Taxes:			
OH & Profit		5.00%	\$1,061.70
Sub-Total			\$22,295.70
P&P Bond Premium		1.70%	\$379.03
TOTAL:			\$22,674.73

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PROPOSAL REQUEST

PROJECT:	Murfreesboro Fire Rescue Department Station No: 11 Blaze Drive Murfreesboro, TN	PROPOSAL REQUEST NO: 03
		DATE: August 28, 2019
		ARCHITECT'S PROJECT NO: 1707
CONTRACTOR:	Boyce Ballard Construction, LLC 10-B Public Square North Murfreesboro, TN	CONTRACT DATED: June 5, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Furnish and install casing under the "Existing Drive" as now requested by CUD. There will be approximately forty feet of casing. The site plan approved by CUD did not show this casing, but the utility has now required its installation. Coordinate with CUD for exact requirements so as to not impede the progress of the Project. Additional costs will be included in a forthcoming Change Order.

BY: _____

A handwritten signature in blue ink, appearing to read 'John T. Trail', written over a horizontal line.

John T. Trail, AIA, NCARB

ATTACHMENTS: NA

DISTRIBUTION: Steve Ballard - BBC
Mark Foulks - MFRD
Roger Tombs - MFRD
Greg McKnight - City of Murfreesboro
Ron Duggin - BBC
Neil Lambert - BBC
Enoch Jarrell - HSE
Trent Latta - LSE
Ben Hunter - Entech

Johnson + Bailey Architects P.C.

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100 East Vine Street
Murfreesboro, Tennessee 37130
615 890 4560 • FAX 615 890 4564



PROPOSAL REQUEST

PROJECT:	Murfreesboro Fire Rescue Department Station No: 11 Blaze Drive Murfreesboro, TN	PROPOSAL REQUEST NO: 04
		DATE: September 16, 2019
		ARCHITECT'S PROJECT NO: 1707
CONTRACTOR:	Boyce Ballard Construction, LLC 10-B Public Square North Murfreesboro, TN	CONTRACT DATED: June 5, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Supply the modifications as depicted in attached drawings and as enumerated below. This is in regard to the removal of a pair of transfer ducts and the changing of the as bid Kitchen Exhaust System with the Exhaust System as described herein. This was discussed at the last OAC meeting. Changes to the Contract price will be included in a forthcoming Change Order.

Sheet M1.1

Reference RANGE HOOD SYSTEM SCHEDULE:

1. Delete Schedule in its entirety.

Sheet M2.1

Reference Kitchen area:

1. Delete commercial Type I Hood System.
2. Add Residential Hood System with suppression system and supplemental fan as indicated in revised sheet M2.1.

Reference HVAC PLAN NOTES:

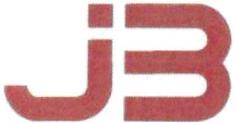
1. Change note 3 as indicated in revised sheet M2.1 for change from commercial hood to residential hood.

Reference Apparatus Bays

1. Delete Make-Up Air ducts including four louvers, two fire dampers, motorized dampers and interconnecting ductwork, conduit and wiring.

Sheet M3.2

1. Delete Captive Aire hood details.
2. Add Accurex Hood details per revised Sheet M3.2.



Proposal Request 04
MFRD Station No: 11
J+B No: 1707
Page 2

Sheet M3.3

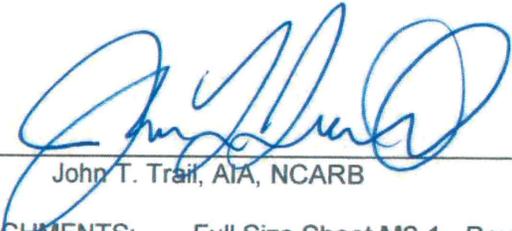
1. Delete Captive Aire hood detail.

Sheet E2.1

Reference Kitchen Area

1. Change hood fan circuit from fan to hood.
2. Add PLAN NOTE 12 for coordination of Residential Hood System wiring.

BY:



John T. Trail, AIA, NCARB

ATTACHMENTS: Full Size Sheet M2.1 - Revision 2 dated 09/11/2019
Full Size Sheet M3.2 - Revision 1 dated 09/11/2019
Full Size Sheet E2.1 - Revision 2 dated 09/11/2019

DISTRIBUTION: Steve Ballard - BBC
Mark Foulks - MFRD
Roger Tombs - MFRD
Greg McKnight - City of Murfreesboro
Ron Duggin - BBC
Neil Lambert - BBC
Enoch Jarrell - HSE
Trent Latta - LSE
Ben Hunter - Entech

Johnson + Bailey Architects P.C.

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Murfreesboro, Tennessee 37130
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PROPOSAL REQUEST

PROJECT: Murfreesboro Fire Rescue Department
Station No: 11
Blaze Drive
Murfreesboro, TN

PROPOSAL REQUEST NO: 05

DATE: October 10, 2019

ARCHITECT'S PROJECT NO: 1707

CONTRACTOR: Boyce Ballard Construction, LLC
10-B Public Square North
Murfreesboro, TN

CONTRACT DATED: June 5, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Per Owner's request please supply pricing for material and all workmanship necessary for the installation of a coiling overhead door for opening 121 in lieu of the aluminum storefront system specified. The door shall be manually operated and shall have latches to the exterior that can be secured via padlock. Allowable manufacturers include Cornell, Cookson, and OverHead Door. Other manufacturers would be allowed with further documentation. Contractor will need to submit shop drawings and information on door to be supplied once proposal is accepted.

The masonry opening will remain the same.

Brick will need to be returned along the jamb to the door and a rubber perimeter gasket will need to be included with installation.

BY: _____

A handwritten signature in blue ink, appearing to read 'John T. Trail'.

John T. Trail, AIA, NCARB

ATTACHMENTS: NA

DISTRIBUTION: Steve Ballard - BBC
Mark Foulks - MFRD
Roger Tombs - MFRD
Greg McKnight - City of Murfreesboro
Ron Duggin - BBC
Neil Lambert - BBC
Enoch Jarrell - HSE
Trent Latta - LSE
Ben Hunter - Entech

ITEMIZATION FORM
BOYCE BALLARD CONSTRUCTION, LLC

Job Name: MFRD Fire Station #4
 Proposal Request No. 5
 Date 10/16/2019

Description: Per Owner's request please supply pricing for material and all workmanship necessary for the installation of a ceiling overhead door for opening 121 in lieu of the aluminum storefront system specified. The door shall be manually operated and shall have latches to the exterior that can be secured via padlock. Allowable

Description	Quantity	Labor		Material		Sub-Contracts	Totals
		Units	Unit Cost	Labor	Unit Cost		
Deduct Alum. Storefront Door 121	1	ls	0.00	0.00	0.00	-3801.00	-3,801.00
Add Coiling Overhead Door	1	ls	0.00	0.00	0.00	2749.16	2,749.16
Sub-Totals				\$0.00		-\$1,051.84	

Sub-Total: -\$1,051.84

RECAP TOTALS: \$0.00 \$0.00 -\$1,051.84 -\$1,051.84

Payroll Tax: 35.00% \$0.00
 Sales Tax: 9.75% \$0.00

Total After Taxes: -\$1,051.84

OH & Profit 5.00% -\$52.59
 Sub-Total -\$1,104.43
 P&P Bond Premium 1.70% -\$18.78
TOTAL: -\$1,123.21

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Fire Station No. 11 – Consultant Change Order 2

Department: Administration

Presented by: Greg McKnight

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Change Order 2 is the final change order for consultant’s additional services in conjunction with pre-construction programming on Fire Station 11.

Staff Recommendation

Approval of the Consultant’s Change Order increasing the amount of the consultant’s contract by \$8,737.

Background Information

Construction of Fire Station No. 11 is scheduled for completion in April 2020. The City entered into a Program Management Services Agreement with CBRE Heery, Inc. on August 12, 2014. Due to varying circumstance surrounding construction, additional consulting services were required for the Fire Station 11 project.

Council Priorities Served

Expand infrastructure.

The new fire station will provide City residents with an increased level of public safety service in the Blackman area.

Fiscal Impact

The agreement for services increases with this change order from \$12,287 to \$21,025. This amount can be accommodated by \$104,430.00 consulting funds not utilized on Salem Elementary School project.

Attachments

Change Order 2 to Agreement for Program Management Services

**CHANGE ORDER TO AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES**
between
CITY OF MURFREESBORO, TENNESSEE
and
CBRE HEERY, INC.

THIS CHANGE ORDER to the Program Management Services Agreement by and between City of Murfreesboro, Tennessee ("**COM**") and CBRE Heery, Inc. ("**CBRE | Heery**") dated August 12, 2014 (the "**Agreement**"), is hereby entered into this 15th day of July, 2019.

WHEREAS, COM and CBRE | Heery acknowledge and agree that the Agreement between COM and CBRE | Heery dated August 12, 2014, is in full force and effect except to the extent this Change Order modifies specific provisions thereof;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. The recitals contained herein are true and correct and are incorporated herein by reference.
2. CBRE | Heery's scope of services and fees defined in the Agreement are hereby increased for Task Order #2: Fire Station #11 by a not-to-exceed amount of Eight Thousand, Seven Hundred Thirty Seven, Eight Dollars and Fifty Cents (\$8,737.50).

Authority:

Each person signing this Change Order on behalf of either party warrants that he or she has full legal power to execute this Change Order on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Change Order.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Change Order on the day and year first above written.

CBRE HEERY, INC.

By Robt Chomiak

Name: Rob Chomiak

Title: Senior Managing Director

CITY OF MURFREESBORO

By Greg McKnight

Name: Greg McKnight

Title: Director of Project Development

Project PROJECT DEVELOPMENT #11
FIRE STATION #11

Date Submitted _____

Page 1 of 1

APPROVED BY:

Project Dev. Director _____

Asst. City Manager _____

Sent to Finance _____



Pinnacle Construction Partners, LLC.

413 Welshwood Dr
Nashville, Tennessee 37211
615-377-7830

Contract Invoice

Invoice
No.18-113-12
Date:06/30/19

To: CBRE|Heery
City of Murfreesboro
161 Belle Forest Circle
Suite 211
Nashville, TN 37221

Project: 18-113 Fire station PrototypicalTask Order 2

EIN: 32-0203093

Due Date: Upon Receipt

Terms: Upon Receipt

Order#

Description : June 2019 Billing

Amount

Greg McKnight

\$8,737.50

Please see attached the time sheets and summary for detailed information regarding the June 2019 Invoice.
Please make checks payable to Pinnacle Construction Partners, LLC. If you have any questions please feel free to contact Zanira at 615-377-7830.

THANK YOU FOR YOUR BUSINESS!

Thank you for your prompt payment

Non-Taxable Amount:	\$
Taxable Amount:	\$0.00
Sales Tax:	\$0.00
Amount Due	\$8,737.50

Statement #5-December 2018
Contract - Pinnacle Construction Partners, LLC and Greg McKnight
Fire Station II Prototypical Review Task Order #2

Time - 12/1/2018 through 12/31/2018

Date	Hours	Activity
	10	Gathered Critical Documents
	25	Attended Schedule Project Meetings
	30	Reviewed and Provided Oversight
	20	Developed Construction Budget
	20	Document Reviews
	10	Identified Hot Spots
	5	Email Reviews
	20	Value Engineering
	5	Construction Project Software meetings
Total	145	
		@ \$145.00 per hour
Pay Due	21,025.00	

Timesheet#5

These hours were split onto 3 different CBRE | Heery Invoices as follows:

Invoice PJIN0015095	\$ 7,972.50 - Paid
Invoice PJIN0015734	\$ 4,315.00 - Current
Invoice PJIN0015737	\$ 8,737.50 - Current
	<u>\$21,025.00 - Total</u>

Invoice	
Invoice Number	PJIN0015737
Date	7/8/2019
Project Number	HII-1808302

CBRE Heery, Inc.
3550 Lenox Road NE, Suite 2300
Atlanta, GA 30326
FEI: 58-0827945

Project Name CITY OF MURFREESBORO TASK ORDER 2
PROJECT MANAGEMENT/OWNER'S REP FIRE STATION PROTYICAL
REVIEW/FIRE STATION #11

Professional Services Rendered

Vendor Name	Invoice Description/Number	Invoice Date	Cost Amount	Admin Fee	Bill Amount	Total
CONSULTANTS FEES OTHER						
PINNACLE CONSTRUCTION	18-113-6-B C	6/17/2019	8,737.50	0.00 %	8,737.50	
Subtotal CONSULTANTS FEES OTHER						8,737.50

EXPENSE AMOUNT THIS INVOICE	8,737.50
------------------------------------	-----------------

June Invoice

[Signature]
8/13/19



Invoice	
Invoice Number	PJIN0015737
Date	7/8/2019
Project Number	HII-1808302

CBRE Heery, Inc.
 3550 Lenox Road NE, Suite 2300
 Atlanta, GA 30326
 FEI: 58-0827945
 BOYER, PAUL, PURCHASING DIRECTOR
 CITY OF MURFREESBORO
 111 WEST VINE STREET
 PO BOX 1044
 Murfreesboro, TN 37133

Project Name CITY OF MURFREESBORO TASK ORDER 2
 PROJECT MANAGEMENT/OWNER'S REP FIRE STATION PROTYICAL REVIEW/FIRE STATION #11

Professional Services Rendered

SUBCONTRACTORS	8,737.50
CONSULTANTS FEES OTHER	8,737.50

PAYMENT DUE THIS INVOICE	8,737.50
---------------------------------	-----------------

Cumulative Billings		Current	Prior Periods	To-Date
	Expenses	8,737.50	17,942.50	26,680.00
	Labor	0.00	7,057.50	7,057.50
	Totals	8,737.50	25,000.00	33,737.50

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Affordable Housing Program - 523 East Castle and 619 East Sevier

Department: Community Development

Presented by: Sam A. Huddleston, Action Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

The City provides down payment assistance through the City's Affordable Housing Program.

Staff Recommendation

This item is provided for information only.

Background Information

The City has expended \$20,000 of its Federal Community Developments Block Grant (CDBG) funds, \$10,000 each on residences located at 523 East Castle and 619 East Sevier, to assist with homeownership.

The purchasers of new homes constructed at these addresses applied for and are eligible for down payment assistance through the Affordable Housing Program. Funds to assist with these purchases have been disbursed and loans have closed.

Council Priorities Served

Maintain public safety

Funding assistance with homeownership promotes viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities for low- and moderate-income persons. The program also assists with neighborhood revitalization by increasing owner-occupied properties within a neighborhood.

Fiscal Impact

The assistance granted was funded by the City allocation of Community Development Block Grants and budgeted for the Affordable Housing Program.

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: FY 2020 City Manager Approved Budget Amendments

Department: Finance

Presented by: Melissa B. Wright

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

Ordinance 15-O-48 requires notification to Council of City Manager approved budget amendments. The following budget amendments have been approved:

Planning

In November, Council approved a contract to update the Land Use Plan. Move \$175,000 from Unforeseen to Planning Professional Services.

Human Resources

Employee Handbook Summaries will be printed for all City employees. Move \$3,000 from Human Resources Salaries and benefits to Human Resources Printing Services.

Council Priorities Served

Responsible budgeting

Inter-Fund budget amendments reallocate resources in an efficient manner.

Fiscal Impact

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

Attachments

Detailed Inter-Fund Budget Requests



... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2020

Move funds from:

Move funds to:

Org 10130008

Org 10119008

Object 599909

Object 525000

Acct Name Unforeseen Contingencies

Acct Name Professional Services

Amount \$ 175,000.00

Explanation: Funds are being transferred from Unforeseen to Planning. In November, Council approved a contract to update the Land Use Plan.

[Signature]
Department Head Signature

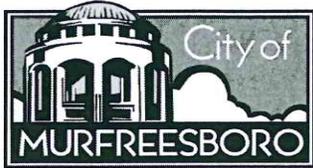
1/14/2020
Date

Amanda DeRosia
Reviewed by Finance

01/14/2020
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-22-20</u>
Declined	<input type="checkbox"/>	City Manager	Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.



T E N N E S S E E

... creating a better quality of life

Inter-Fund Budget Amendment Request

Mr. Tindall,

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

Budget Fiscal Year: 2020

Move funds from:

Org 10118007

Object 514200

Acct Name Hospital & Health Insurance

Amount \$ 3,000.00

Move funds to:

Org 10118008

Object 522000

Acct Name Printing Services

Explanation: To cover the expense of printing the Employee Handbook Summaries for all City employees.

[Signature]
Department Head Signature

1/13/2020
Date

[Signature]
Reviewed by Finance

01/14/2020
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1.22.20</u>
Declined	<input type="checkbox"/>	City Manager	Date

Please return to Amanda DeRosia, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Mandatory Referral for Sanitary Sewer Easement Abandonment Along Memorial Boulevard

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

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

Consider request to abandon a sanitary sewer easement along the west side of Memorial Boulevard on Lot 4 of The Shoppes at Northgate subdivision.

Staff Recommendation

Approve the mandatory referral request.

The Water Resources Board voted to recommend approval on December 10, 2019, and the Planning Commission voted to recommend approval on January 14, 2020.

Background Information

In this mandatory referral [2019-728], Council is being asked to consider the abandonment of a sanitary sewer easement on Lot 4 of The Shoppes at Northgate Subdivision along the west side of Memorial Boulevard. A new multi-tenant retail building is under construction at this location. According to the Water Resources Department (MWRD), during construction it was determined that there was a conflict between this sanitary sewer easement and the proposed storm drainage infrastructure. The sanitary sewer was redesigned along a different route to avoid this conflict. MWRD indicates that the existing easement is no longer needed and it is supportive of the requested abandonment. The Water Resources Board recommended approval of this easement abandonment at its December 10th regular meeting. If approved by Council, staff recommends the following conditions of approval:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents.

Council Priorities Served

Improve Economic Development

The abandonment of this easement will remove an impediment to the development of the proposed retail building, which is located in a commercial corridor experiencing

rapid growth.

Attachments:

1. Planning Commission staff comments
2. Miscellaneous supporting materials

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 14, 2020**

PROJECT PLANNER MARGARET ANN GREEN

5.m. Mandatory Referral [2019-728] to consider the abandonment of a sanitary sewer easement located along Memorial Boulevard to serve Lot 4 of the Northgate Commercial Subdivision, Huddleston-Steele applicant.

For details on this proposed mandatory referral, please see the attached comments from Valerie H. Smith. The Planning Commission will need to vote to make a recommendation.



City of Murfreesboro
Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:	
Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: TM80, Parcel 25.08 Address (if applicable): 2113 Memorial Blvd.
Street Name (if abandonment of ROW): NA
Type of Mandatory Referral: 30' Sanitary Sewer Easement

Applicant Information:

Name of Applicant: _____
Company Name (if applicable): D3 Memorial II, LLC
Street Address or PO Box: 3841 Green Hills Village Drive, Suite 400
City: Nashville
State: TN Zip Code: 37215
Email Address: _____
Phone Number: 615-269-5444

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

Marilyn Huwatt
Applicant Signature

01-17-20
Date

January 17, 2020

Mr. Matthew Blomeley, Acting Planning Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

Re: Abandonment of 30' Sanitary Sewer Easement
Shoppes at Northgate, Lot 4

Dear Mr. Blomeley:

At the request of our client, Oldacre McDonald, we hereby make a request to abandon the existing 30' Sanitary Sewer Easement that was recorded in Plat Book 43, Page 138 (Shoppes at Northgate, Lot 4), with a mandatory referral by Planning Commission. Property description and an exhibit are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



Joe Manly Thweatt, P.E.

Property Description
Lot 4
Shoppes at Northgate
Plat Book 43, Page 138
Tax Map 80, Part of Parcel 25.08

30' Sanitary Sewer Easement to be Abandoned

Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north, east and south by the remaining property of Lot 4, Shoppes at Northgate (Plat Book 43, Page 138); and on the west by Hayward Avenue.

Commencing at an iron pin in the east right-of-way of Hayward Avenue, being the northwest corner of Lot 3, Shoppes at Northgate (Plat Book 39, Page 49), and the southwest corner of Lot 4, Shoppes at Northgate (Plat Book 43, Page 138);

Thence with the east right-of-way of Hayward Avenue, N05°43'52"E, 26.28 feet to a point;

Thence with a curve to the right having a radius of 1016.85 feet, an arc length of 34.43 feet, and a chord bearing and distance of N06°42'31"E, 34.43 feet to a point;

Thence N07°31'12"E, 43.04 feet to the **Point of Beginning**, being the southwest corner of this easement;

Thence continuing with the east right-of-way of Hayward Avenue, N07°31'12"E, 30.01 feet to a point, being the northwest corner of this easement;

Thence leaving said east right-of-way, and into the property of Lot 4, Shoppes at Northgate the following calls:

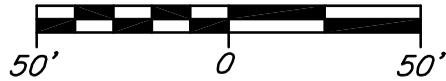
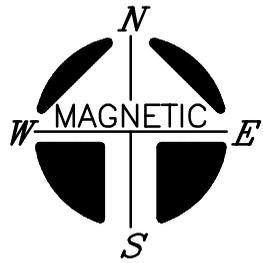
S84°05'58"E, 72.73 feet to a point, being the northeast corner of this easement;

S05°54'02"W, 30.00 feet to a point, being the southeast corner of this easement;

N84°05'58"W, 73.58 feet to the Point at the Beginning, being 2,195 square feet or 0.05 acre, more or less.

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

Prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129



30' SANITARY SEWER EASEMENT (P.B.43, PAGE 148) TO BE ABANDONED

50' ACCESS AND PUBLIC UTILITIES EASEMENT

JAMES B. HAYNES FAMILY
343/349
REC.BK.1330/3738
ZONED: CH

(RESERVED FOR FUTURE DEVELOPMENT; NOT A BUILDABLE LOT)

HAYWARD AVENUE
(PRIVATE STREET)

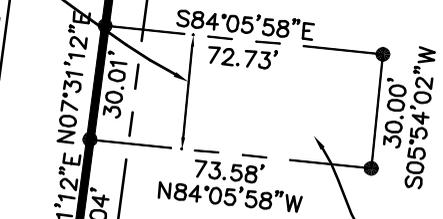
CROSSGATE DRIVE
(PRIVATE STREET)

MEMORIAL BOULEVARD
(U.S. HWY 231 N)
(STATE ROUTE 10)

(MAJOR ARTERIAL)

1.44 ACRES ±

4



2195 S.F. ±
0.05 ACRE ±

L=34.43'
R=1016.85'
CH=S06°42'31"W
34.43'

OWNER: D3 MEMORIAL II, LLC
ADDRESS: 3841 GREEN HILLS VILLAGE DRIVE, SUITE 400
NASHVILLE, TN 37215
TAX MAP: 80 PARCEL: 25.08

LOT 3
SHOPPES AT NORTHGATE
PLAT BOOK 39/49
ZONED: CH

10' PUBLIC UTILITY EASEMENT

(RESERVED FOR FUTURE DEVELOPMENT; NOT A BUILDABLE LOT)

10' PUBLIC UTILITY EASEMENT

10' PUBLIC UTILITY EASEMENT

20' DRAINAGE EASEMENT

EXISTING CHICK-FIL-A

R.O.W.

R.O.W.



... creating a better quality of life

MEMORANDUM

DATE: December 3, 2019
TO: Water Resources Board
FROM: Valerie H. Smith
SUBJECT: Sewer Easement Abandonment
Northgate Commercial Subd. – Lot 4

Background

This easement abandonment request is from Huddleston Steele on behalf of the Developer of Lot 4. They are requesting the abandonment of an existing 30-foot sanitary sewer easement located on Lot 4 as shown on the attached exhibit. This easement was recorded by plat and was intended for a proposed gravity sewer main to serve the property. During construction it was determined that there was a conflict between the sanitary sewer and the proposed storm drainage. The sanitary sewer was redesigned along a different route, so this easement is no longer correct or necessary. The Developer will dedicate a new sewer easement along the new route. The easement document for the dedication is already being prepared by the Legal Department.

Recommendation

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

Fiscal Impact

Not applicable. The easement was dedicated through the recording of a plat by the developer.

Attachment

Easement Abandonment Exhibit

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Mandatory Referral for Property Swap Along North Thompson Lane

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

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

Consider request to swap 1,906 square-feet of City property with private property owner in exchange for equal amount of property.

Staff Recommendation

Approve the mandatory referral request.

The Water Resources Board voted to recommend approval on December 10, 2019, and the Planning Commission voted to recommend approval on January 14, 2020.

Background Information

In this mandatory referral [2019-727], Council is being asked to consider a property swap between the Murfreesboro Water Resources Department and Shane Fogle, the developer of Hooper's Bend Subdivision off North Thompson Lane. The Planning Commission recently approved a preliminary plat for the Hooper's Bend Subdivision, contingent on Council's approval of this mandatory referral. Currently, Mr. Fogle's property has insufficient width south of the adjacent MWRD pump station in order to construct a public street. Additional land is proposed to be acquired from the pump station property to provide for the necessary width. MWRD reviewed the request and determined that the land swap is beneficial to the City, as it will enable the construction of a safer access to the pump station (see memo from MWRD's Valerie Smith for additional details). The Murfreesboro Water Resources Board recommended approval of the land swap at its December 10th regular meeting. If approved by Council, staff recommends the following conditions of approval:

- 1) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment.
- 2) The applicant will be responsible for recording the aforementioned documents.
- 3) Subdivision plat(s) must be recorded for the pump station property as well as the balance of the Fogle property.

Council Priorities Served

Maintain Public Safety

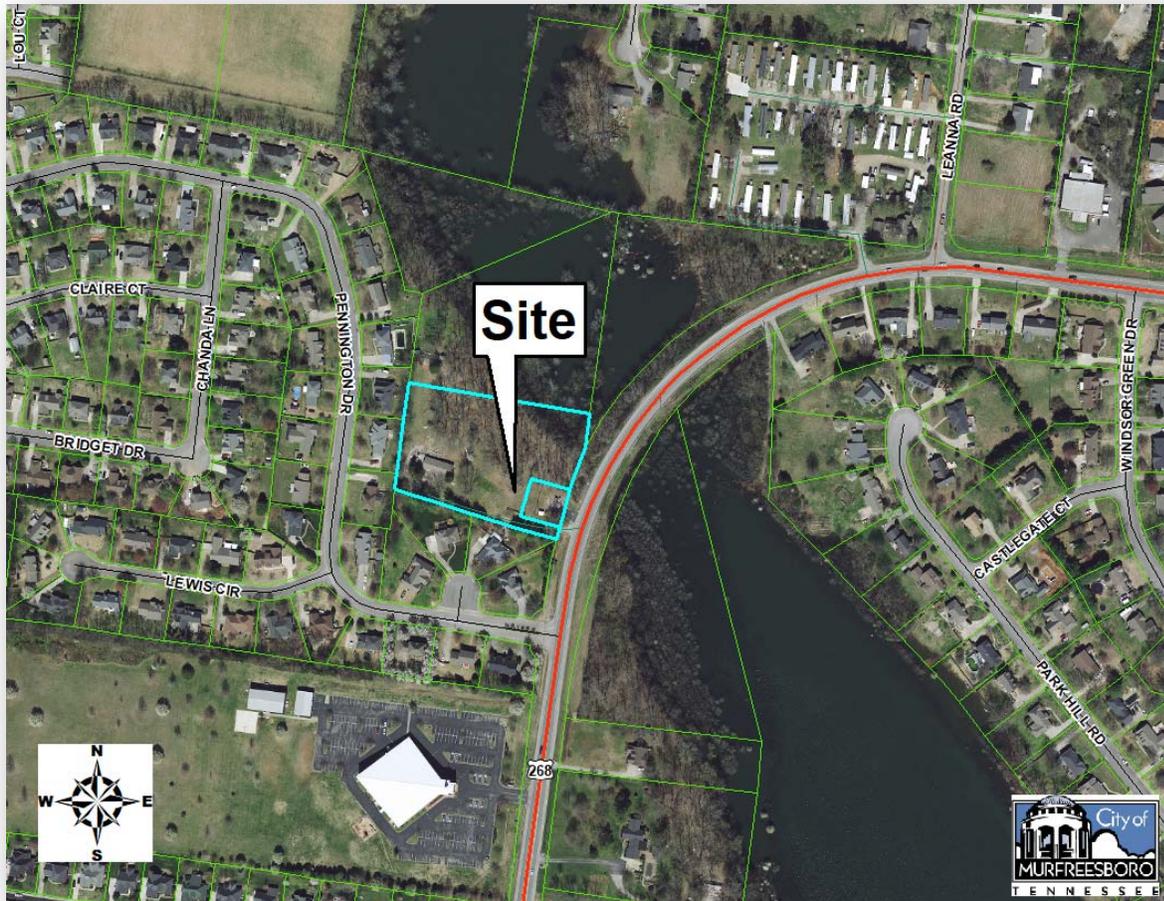
The Thompson Lane road improvement project will significantly shorten the existing pump station driveway. The proposed driveway from the new public street will provide a safer means of ingress and egress to the pump station for MWRD personnel.

Attachments:

1. Planning Commission staff comments
2. Miscellaneous supporting materials

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 14, 2020
PROJECT PLANNER: AUSTIN COOPER**

- 5.k. **Mandatory Referral [2019-727] to consider a property swap with a private property owner for 1,906 ft2 of property along North Thompson Lane, Shane Fogle applicant.**



In this mandatory referral, the Planning Commission is being asked to consider a property swap between the Murfreesboro Water Resources Department and Shane Fogle, the developer of Hooper's Bend Subdivision off North Thompson Lane. Staff recently reviewed a preliminary plat for the subdivision and it was determined that in order for an adequate access for the site, additional land would need to be acquired from a wastewater lift station which the property surrounds on three sides. The Planning Department's Project Engineer has reviewed the proposed land swap and does not object to it based upon the proposed development plans. In addition, the Murfreesboro Water Resources Department

reviewed the request and determined that the land swap is beneficial to the City to provide a safer access to the pump station (see memo from MWRD's Valerie Smith for additional details). The Murfreesboro Water Resources Board recommended approval of the land swap at its December 10th regular meeting.

Staff recommends that the Planning Commission recommend approval of this mandatory referral request to the City Council. If approved by the City Council, the applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the property swap as well as for recording those documents. In addition, subdivision plat(s) must be recorded for the pump station property as well as the balance of the Fogle property.



City of Murfreesboro Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:	
Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: 58/99.02 and 58/99.01 | Address (if applicable): 3187 and 3173 Thompson Lane

Street Name (if abandonment of ROW): N/A

Type of Mandatory Referral: Not including abandonment of right-of way & Property Swap with MWRD

Applicant Information:

*\$ 150.00
Receipt 298636*

Name of Applicant: Shane Fogle

Company Name (if applicable):

Street Address or PO Box: 6155 Highway 99

City: Rockvale

State: TN

Zip Code: 37153

Email Address: shane@gblandscape.com

Phone Number: 615-405-5256

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

Shane Fogle
Applicant Signature

12-11-19
Date

December 12, 2019

Mr. Matthew Blomeley
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Hooper's Bend Subdivision
Mandatory Referral
SEC Project No. 17220

Dear Matthew,

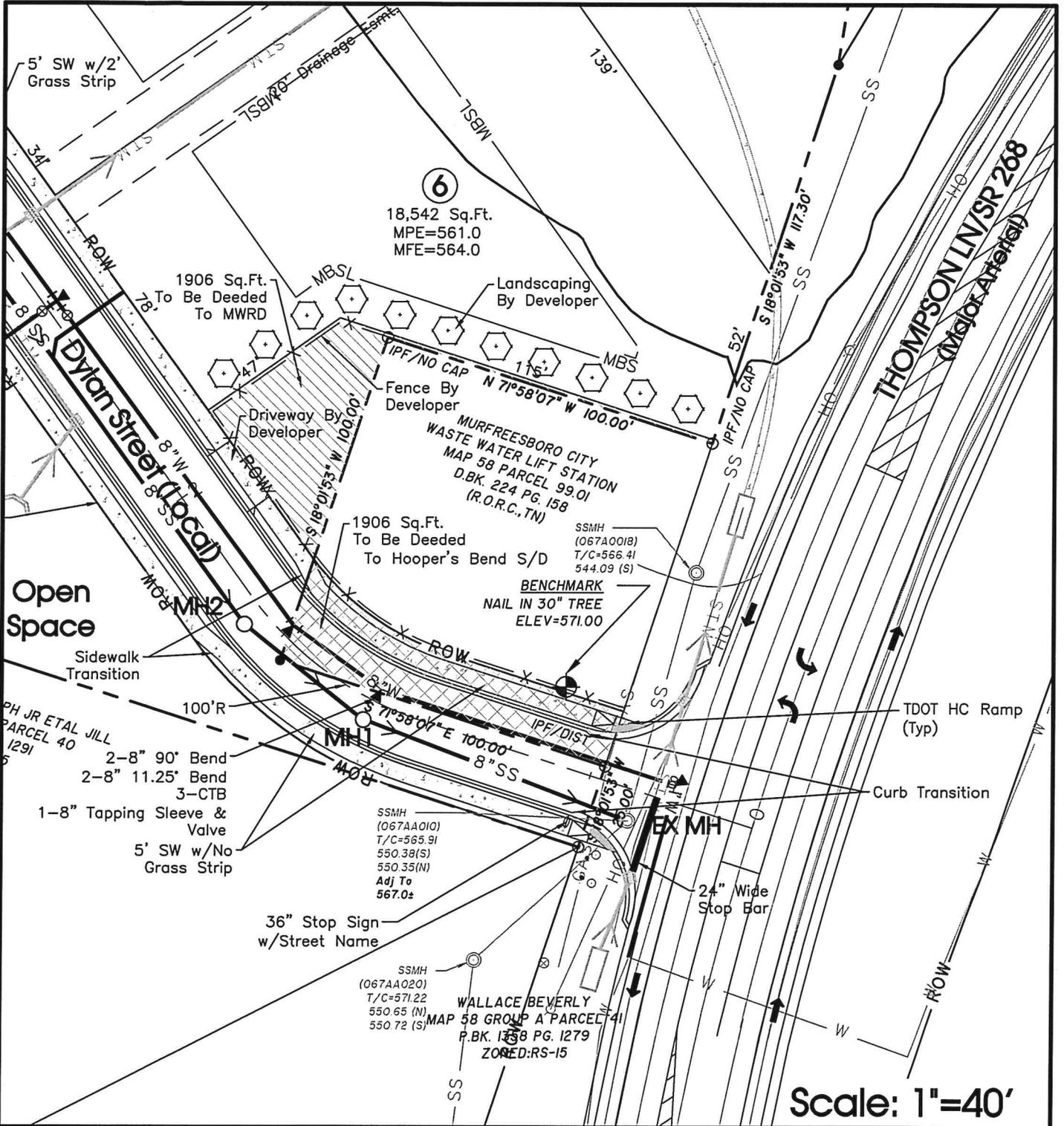
Please find the attached documents to support the mandatory referral request for the property swap. Approximately 1906sf would be deeded to the Hooper's Bend Subdivision from the City of Murfreesboro and approximately 1906sf would be deeded from Hooper's Bend Subdivision to the City of Murfreesboro. The swap would allow road access to the property.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or jminer@sec-civil.com.

Sincerely,



John Miner, P.E.
SEC, Inc.



Hooper's Bend

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING

850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129

PHONE: (815) 890-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (815) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.

SEC Job #: 17220

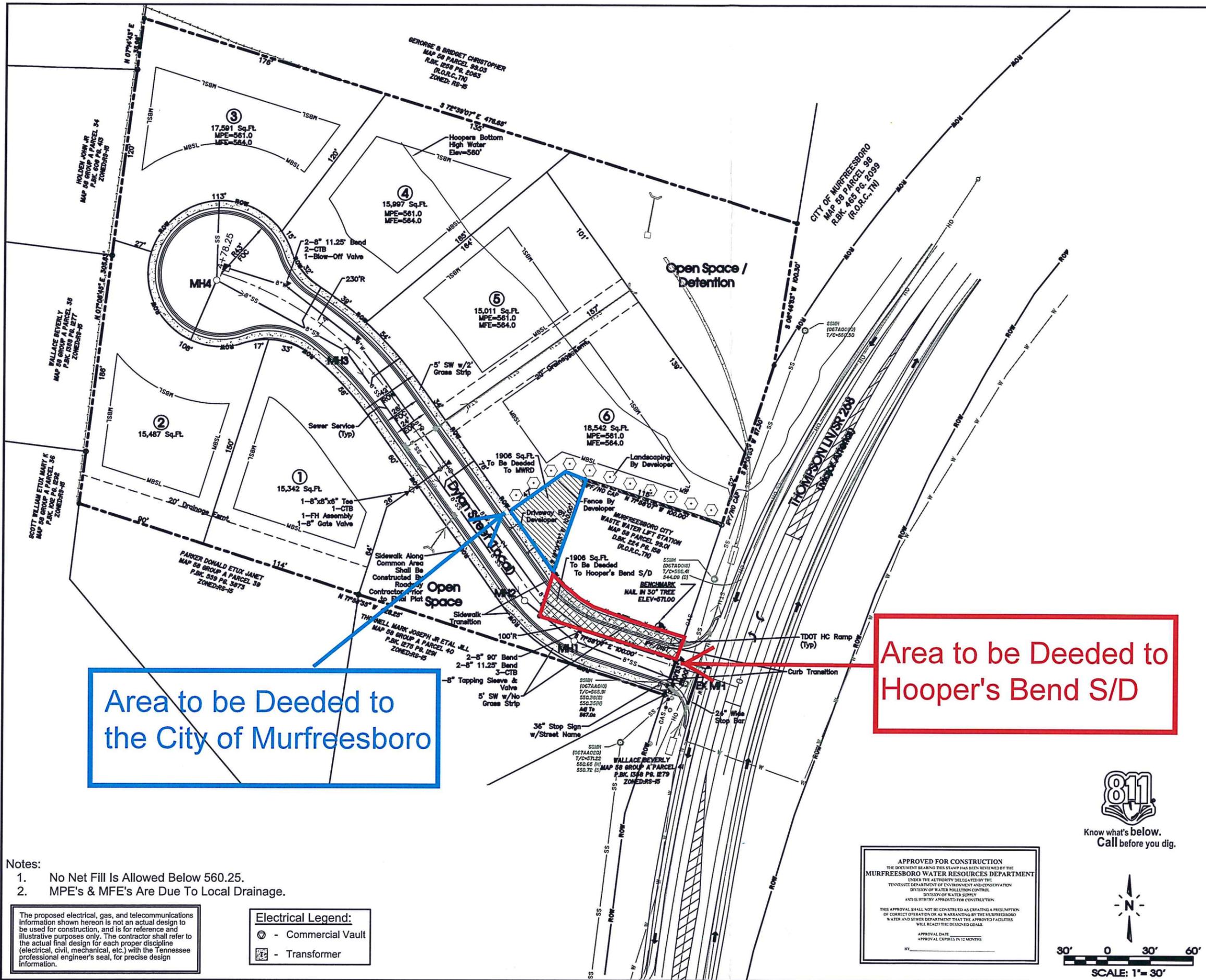
Source Detail / Sheet No.

Sketch No.

Date: 12-2-19

1 of 1

CSK-01



Legend:

□	EXIST. CONCRETE MONUMENT	⊕	BENCHMARK
●	IRON PIN SET (I.P.S.)	♿	HANDICAP PARKING SYMBOL
○	IRON PIN FOUND (I.P.F.)	V.A.	VA. ACCESSIBLE HANDICAP DESIGNATION
—	EXIST. SIGN POST	○	HC SIGN
○	EXIST. SEWER CLEANOUT	—	PROPOSED SIGN POST
○	EXIST. MANHOLE (SEWER & PHONE)	•	CONCRETE BOLLARD
⊕	EXIST. CATCH BASIN (STORM SEWER)	—	WHEEL STOP
⊕	EXIST. WATER/GAS VALVE	—	CONCRETE SIDEWALK
—	EXIST. TELEPHONE RISER	—	EXTRUDED CURB
—	EXIST. GAS RISER	—	CURB & GUTTER
—	ELECTRICAL ENCLOSURE	→	TRAFFIC ARROW
⊕	EXIST. WATER METER	→	TURN LANE ARROWS
○	EXIST. UTILITY POLE	↑	REVISION NUMBER
⊕	EXIST. FIRE HYDRANT	⊕	DRAINAGE STRUCTURE DESIGNATION
⊕	POST INDICATOR VALVE	⊕	DRAINAGE PIPE DESIGNATION
⊕	BLOW OFF VALVE	⊕	RP RAMP
⊕	REDUCER	→	RUNOFF FLOW ARROW
⊕	REAR/FIRE DEPT. CONNECTION	⊕	INLET FILTER PROTECTION
⊕	CONCRETE THRUST BLOCK	⊕	PROPOSED SPOT ELEVATION
⊕	DOUBLE DETECTOR CHECK VALVE	⊕	EXIST. SPOT ELEVATION
⊕	FIRE DEPT. CONNECTION	⊕	SEWER/STORM FLOW DIRECTION
⊕	FIRE HYDRANT	⊕	CATCH BASIN
⊕	GATE VALVE & BOX	⊕	CURB INLET
⊕	WATER METER	⊕	AREA DRAIN
⊕	GAS METER	⊕	HEADWALL
⊕	GREASE TRAP	⊕	WINGED HEADWALL
⊕	EXTERIOR CLEANOUT EDO	⊕	CONCRETE SIMPLE
⊕	MANHOLE	⊕	TYPE-X HEADWALL

EXISTING PHONE	PH
EXISTING ELECTRIC	OH
PROPERTY LINE	---
EASEMENTS	---
RIGHT OF WAY	ROW
EROSION CONTROL SILT FENCE	SF SF
EROSION EEL	E E E
EXISTING TREELINE	~ ~ ~
EXISTING FENCELINE	X X X X
MINIMUM BUILDING SETBACK LINE	---
PHASE BOUNDARY	-----
EXISTING GAS LINE	GAS
PROPOSED GAS LINE	GAS
EXISTING STORM	STM
PROPOSED STORM	STM
EXISTING CONTOUR LINES	601
PROPOSED CONTOUR LINES	601
EXISTING SANITARY SEWER	SS
PROPOSED SANITARY SEWER	SS
EXISTING WATER	W W
PROPOSED WATER	W W

SEC, Inc.
 SITE ENGINEERING CONSULTANTS
 ENGINEERING - SURVEYING - LAND PLANNING
 LANDSCAPE ARCHITECTURE
 850 MIDDLE TENNESSEE BOULEVARD, SUITE 200, MURFREESBORO, TENNESSEE 37139
 PHONE: (615) 890-7001 FAX: (615) 890-7002
 E-MAIL: MTA@SEC-INC.COM, TENNESSEE@SEC-INC.COM
 NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.

REVIEWED
 Not Interfered

Hooper's Bend
 Murfreesboro, Tennessee

Preliminary Plat

Owner/Developer:
 Shane Fogle
 6155 Highway 99
 Rockvale, TN 37153

Land Data:
 6 Lots on 3.33± Acres

Dead Reference:
 R.Bk. 1860, Pg. 3216
 Tax Map 124, Parcel 34.00

Zoning: RS-15

Setbacks: Front = 40'
 Side = 12.5'
 Rear = 25'

Flood Map:
 This site lies within Zone X, not in the 100 Year Floodplain, per Community Panel 47149CD145H dated January 5, 2007.

Approved by the Murfreesboro Planning Commission, with such conditions as are indicated in the minutes of the Commission on _____

DATE: 10-17-19
 CHECKED: _____
 MAT: _____
 FILE NAME: 17220project
 SCALE: 1"=30'
 JOB NO. 17220
 SHEET: 4 of 10

- Notes:
- No Net Fill Is Allowed Below 560.25.
 - MPE's & MFE's Are Due To Local Drainage.

The proposed electrical, gas, and telecommunications information shown hereon is not an actual design to be used for construction, and is for reference and illustrative purposes only. The contractor shall refer to the actual final design for each proper discipline (electrical, civil, mechanical, etc.) with the Tennessee professional engineer's seal, for precise design information.

Electrical Legend:

⊕	Commercial Vault
⊕	Transformer

APPROVED FOR CONSTRUCTION
 THE EXISTENT BEARING THIS STAMP HAS BEEN REVIEWED BY THE MURFREESBORO WATER RESOURCES DEPARTMENT UNDER THE AUTHORITY DELEGATED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DIVISION OF WATER COLLECTION CONTROL DIVISION OF WATER SUPPLY AND IS HEREBY APPROVED FOR CONSTRUCTION.
 THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE MURFREESBORO WATER AND SEWER DEPARTMENT THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS.
 APPROVAL DATE: _____
 APPROVAL EXPIRES IN 12 MONTHS
 BY: _____

811
 Know what's below.
 Call before you dig.

SCALE: 1" = 30'



... creating a better quality of life

MEMORANDUM

DATE: December 2, 2019
TO: Water Resources Board
FROM: Valerie H. Smith
SUBJECT: Thompson Lane PS #10
& Fogle Property
Land Swap

Background

SEC on behalf of the Owner/Developer of the Fogle Property, has submitted a request for the Department/City to swap a portion of the pump station property, south of the station, for wider access into the property, in exchange for the same amount of property, to the rear (west), of the pump station. The owner of the property behind the pump station wishes to develop the property into 6 single family lots, however, the access into the property is not wide enough to meet the City's roadway width requirements. This swap will allow the width necessary for the subdivision entrance.

With regard to the swap and how it affects the Department, currently, staff's Maintenance Technicians enter the pump station from an access drive along Thompson Lane in front of the station, however, per the plans for the future widening of Thompson Lane, this access may not continue to be a viable option. The Tennessee Department of Transportation (TDOT) has plans for a turning lane into the Thompson Square Subdivision which will reduce the existing station access drive from ~31.5 feet to 15 feet long. This is not long enough for a truck to safely pull off the roadway and open the gate to the station. The property the City will receive on the rear (west) side of the station will allow for a new safer access for the Department. This additional property will also allow working room around the station at such time in the future the station needs replacing.

Both parties are in favor of the swap. Staff will request the developer to install the PS driveway apron along the new roadway, fencing similar to the existing type fence around the new property line and install landscaping as a barrier to the station with the development of the subdivision roadway.

Staff has worked with the Legal Department regarding this swap and will continue to do so. The City may also ask for additional property along the rear of the subdivision that backs up to what is known as Hooper's Bottom.

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

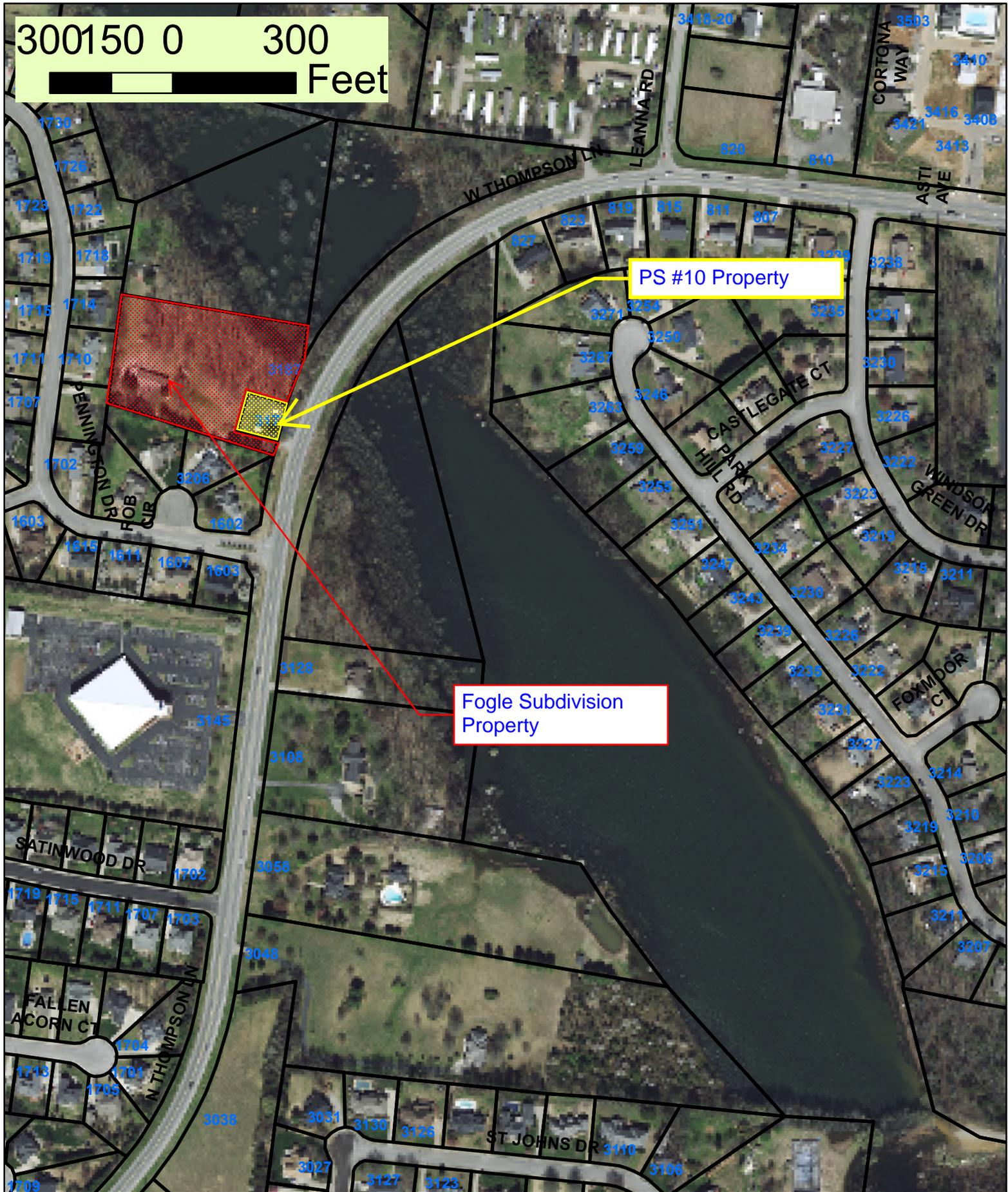
Recommendation

Staff recommends that the Water Resources Board recommend to the Planning Commission and City Council approval of the even land swap around the pump station in the amount of 1906 sf.

Attachments

GIS Location Map
PS Land Swap Exhibit

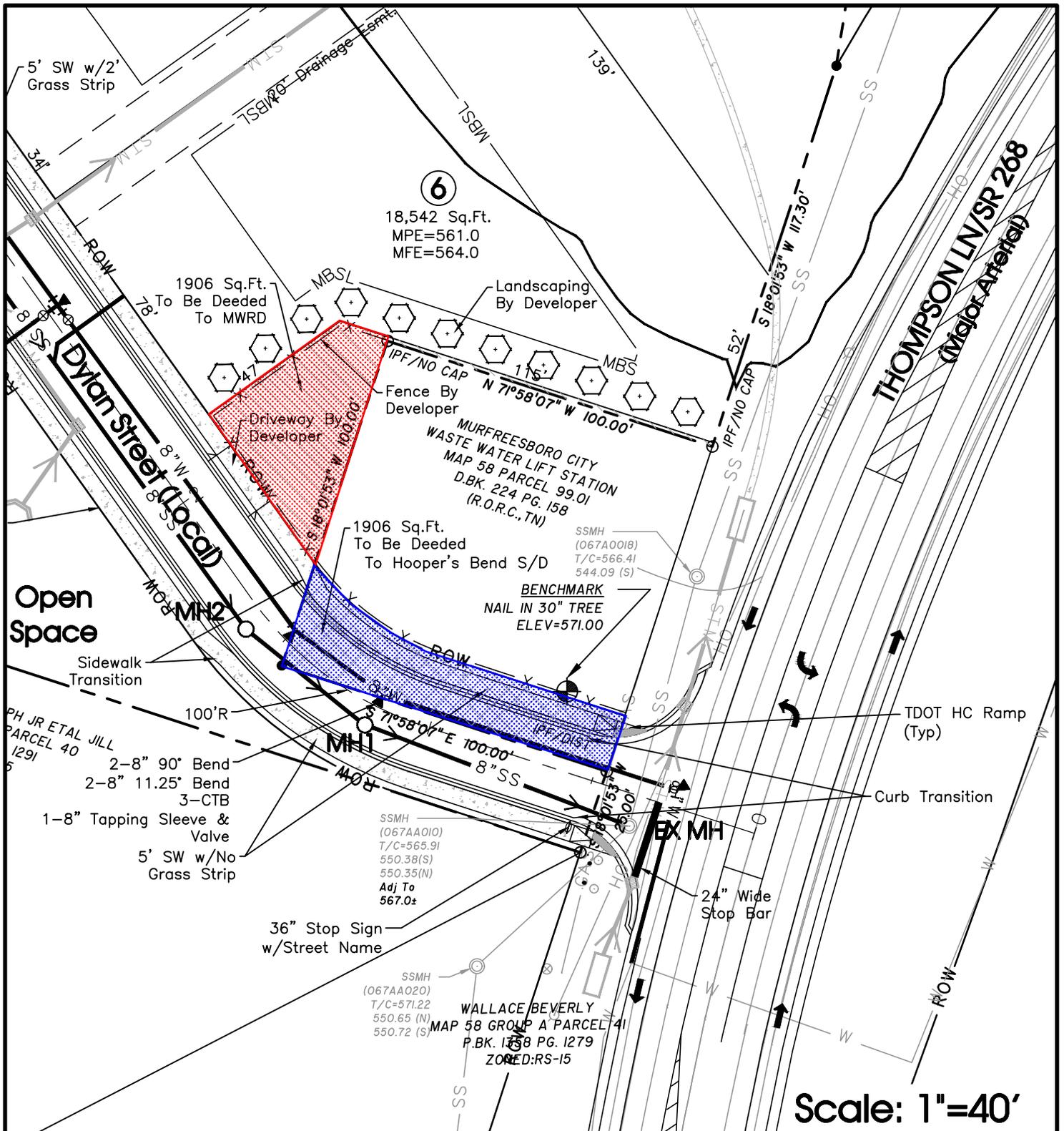
300150 0 300 Feet



1 Inch = 300 Feet

Murfreesboro Water Resources Department
PS #10 & Fogle Property
Land Swap





Hooper's Bend

SEC, Inc. SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING

850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129

PHONE: (615) 890-7901 E-MAIL: MTAYLOR@SEC-CIVIL.COM FAX: (615) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF S.E.C. INC.

SEC Job #: 17220

Source Detail / Sheet No.

Sketch No.

Date: 12-2-19

1 of 1

CSK-01

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Mandatory Referral for Property Acquisition for Robert Rose Drive Improvements

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

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

Consider request to acquire easements and right-of-way in conjunction with turn-lane improvements on Robert Rose Drive at North Thompson Lane.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on January 14, 2020.

Background Information

In this mandatory referral [2020-701], Council is being asked to consider the acquisition of easements and right-of-way from four property owners in conjunction with proposed turn-lane improvements on Robert Rose Drive at North Thompson Lane. Robert Rose Drive was identified as a needed project due to having heavy right-turn and through movements sharing the same lane. This project will add a right-turn lane to Robert Rose Drive at the North Thompson Lane intersection. The improvements will relieve traffic congestion on the westbound approach of Robert Rose Drive. An exhibit is attached depicting the location and types of easements proposed to be acquired, as well as the right-of-way that is to be acquired.

Council Priorities Served

Expand infrastructure

The proposed road improvement project will aid in the movement of vehicles at the intersection of Robert Rose and Thompson and will lessen wait times for motorists at this intersection.

Maintain public safety

Properly designed roadways and intersections contribute to public safety.

Attachments:

1. Planning Commission staff comments
2. Miscellaneous supporting materials

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 14, 2020**

PROJECT PLANNER MARGARET ANN GREEN

- 5.I. Mandatory Referral [2020-701] to consider property acquisition for right turn lane from Robert Rose Drive onto North Thompson Lane, City of Murfreesboro Public Works Department applicant. (Project planner: Margaret Ann Green).**

For details on this proposed mandatory referral, please see the attached comments from Public Works Director Chris Griffith. The Planning Commission will need to vote to make a recommendation on this request to the City Council.



MEMORANDUM

DATE: January 14, 2020

TO: Planning Commission

FROM: Chris Griffith

RE: Robert Rose Right Turn Lane Project – Right of Way & Utility Easement Acquisition

For the last several months Staff has been working on the design for the construction of a Right Turn Lane from Robert Rose Drive onto Thompson Lane. The design is complete and a contract has been awarded.

It appears that certain ROW and easements will need to be acquired from the several property owners along both sides of Robert Rose Drive as shown on the attached Exhibit, by either donation or purchase.

Staff requests that Planning Commission recommend approval of the acquisition of these property interests to Council.

We will be available to answer any questions.

CC: David Ives



City of Murfreesboro Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: _____ Address (if applicable): Robert Rose Drive; Various Addresses (See attached Exhibit)

Street Name (if abandonment of ROW): _____

Type of Mandatory Referral: Right of Way Acquisition

Applicant Information:

Name of Applicant: Chris Griffith

Company Name (if applicable): City of Murfreesboro

Street Address or PO Box: 111 W. Vine St.

City: Murfreesboro

State: TN Zip Code: 37133

Email Address: cgriffith@murfreesborotn.gov

Phone Number: 615-893-6441

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)



 Applicant Signature

1-3-2020

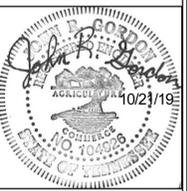
 Date

Files: \\19-12-2102_Murfreesboro_Robot\3_CAD\Production\3 ROW Acq_Table_D1ts.dwg
 Plotted: Wednesday, January 08, 2020 10:08 am



**Robert Rose Drive
 Right Turn Lane**
 CITY OF MURFREESBORO
 RUTHERFORD COUNTY, TENNESSEE

Rev.	Date	Revision Description
1	1/7/2020	ADDED ELEC ESMT & REVISED R.O.W. TABLE



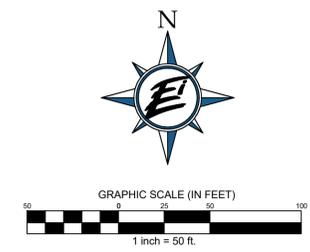
Issue Date: 10.21.19
 ELI Project No: 19-12-2102
 Drafted By: DKH
 Checked By: JRG

Sheet Title:
**R.O.W.
 ACQUISITION
 PROPERTY
 MAP &
 TABLE**

Sheet No.
3

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)			EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS	
				BOOK	PAGE													
1	REGIONS BANK	92E	3.00	669	727	0.890		0.89	0.127		0.127	0.760	0.000	0.061		0.133		
2	OAKS RETAIL PARTNERS, G.P.	92E	7.00	1387	3809	19.330		19.33	0.086		0.086	19.244	0.000	0.171		0.600		
3	SHURGARD-FREEMAN STONE'S RIVER, LLC	92E	1.00	598	631		3.59							0.112				
4	DORRIS EDWIN JERNIGAN & AMELIA H. JERNIGAN	92	24.00	1122	1494		6.00							0.083				
ACQUISITION TOTALS (ACRES)																		
									0.213	0.000	0.213							

DISTURBED AREA		
TOTAL DISTURBED AREA	0.600	AC



COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Mulching Services
Department: Street Department
Presented by: Kane Adams

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

Agreement for Mulching Services with Kelton’s Inc., DBA Terra Scape.

Staff Recommendation

Approval of the Agreement for Mulching Services with Terra Scape.

Background Information

The Street Department utilizes mulching services on multiple landscaped sites within the City where standard manual methods are hazardous due to traffic hazards.

An Invitation to Bid Mulching Services was issued on November 26, 2019. Sealed bids were opened on December 10, 2019. The City received the following bids:

Terra Scape	\$38 per yard for black mulch
	\$38 per yard for brown mulch
Landscape Services Inc.	\$72 per yard for black mulch
	\$65 per yard for brown mulch.

Council Priorities Served

Responsible budgeting

Terra Scape submitted the lowest responsible and responsive bid of the vendors that participated.

Operational Issues

None.

Fiscal Impact

Funding for the mulching services is accommodated within the FY20 budget.

Attachments

Agreement for Mulching Services.

Agreement for Mulching Services

This Agreement is entered into and effective as of the ____ day of _____ 2020, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Kelton's Inc. DBA Terra Scape**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- "ITB-10-2020 – Mulching Services" issued 11/26/2019 (the "Solicitation");
- Contractor's Proposal dated 12/10/2019 ("Contractor's 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 provide mulching services based on "ITB-10-2020 – Mulching Services" listed under "Bid Specifications" of the ITB.
- 2. Term.** The term of this Agreement commences on the Effective Date _____ and expires on _____. This contract is automatically renewable for four (4) additional one-year periods (for a total of up to 5 years) per mutual agreement between City and Contract. 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. Compensation; Method of Payment.** Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.
- 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: (1) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) 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: Jason Kelton
Kelton's Inc. DBA Terra Scape
2870 Old Fort Parkway
Murfreesboro, TN 37128

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.

Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- 13.1 The City and Contractor 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 contractors and subcontractors 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.**
- 13.2 The City and Contractor 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 contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- 13.3 The City and Contractor 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 contractors and subcontractors 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, 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 _____, 2019 (the "Effective Date").

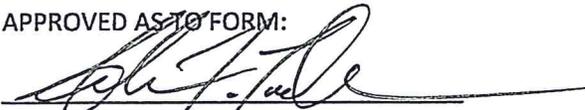
CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

KELTON'S INC DBA/ TERRA SCAPE

By:  _____
Its: Jason Kelton, Owner

APPROVED AS TO FORM:


Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Main Street Banner Request

Department: Street Department

Presented by: Jenny Licisko

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Requests from Stones River Craft Association, Main Street Murfreesboro and Murfreesboro Parks and Recreation to hang a banner across East Main Street.

Staff Recommendation

Approve requests for a banner to be displayed as follows:

1. Stones River Craft Association from November 16 - 23, 2020 to promote the Annual Studio Tour.
2. Main Street Murfreesboro from September 23 - October 3, 2020 to promote Jazz Fest.
3. Main Street Murfreesboro from November 25 - December 4, 2020 to promote the Rutherford County Tree Lighting.
4. Murfreesboro Parks and Rec from September 1 - 10, 2020 to promote the Greenway Art Festival.
5. Murfreesboro Parks and Rec from August 21 - 31, 2020 to promote the City Tennis Tournament.

Background Information

1. The Stones River Craft Association has held an annual studio tour for the last 26 years.
2. Main Street Murfreesboro will hold the annual Jazz Fest on October 3, 2020 which helps promote the historic downtown square.
3. Main Street Murfreesboro will hold the annual Rutherford County Tree Lighting Celebration on December 4, 2010, which brings people to the downtown area and creates a sense of place in our town.
4. Parks and Rec will hold the annual Greenway Art Festival on September 19, 2020, which supports local craftsmen and promotes Old Fort Park.

5. Parks and Rec will hold the annual Tennis Tournament in September 26-28, 2020, which promotes the Adams Tennis Complex.

To promote these events, these organization would like to hang a banner across Main Street for the dates stated above at the traditional spot for such banner in front of Central Magnet School. No other requests currently conflict with these dates.

Council Priorities Served

Establish strong City brand

Banners hung across East Main Street engages our community in various activities and communicates special events to the general public thereby enhancing the City reputation through an active community involvement.

Fiscal Impact

None.

Attachments

1. Letter of request from the Stones River Craft Association.
2. Letter of request from Main Street Murfreesboro.
3. Letters of request from Murfreesboro Parks and Rec.

December 22, 2019

City of Murfreesboro

Jenny Licsko

620 West Main Street

Murfreesboro, TN 37130

Dear Mayor McFarland and Murfreesboro City Council,

I am reaching out as a committee member of the Stones River Craft Association, I would like permission to have our approved banner displayed over Main Street in Murfreesboro from November 16 through 23, 2020.

This banner will help draw attention to the annual Studio Tour, which has been a part of Murfreesboro and Rutherford County community events for the last 26 years.

I have been in contact with Ms. Jenny Licsko and she has indicated the dates of November 16 through November 25, 2020 are available.

Thank you in advance for your consideration for this request. Any return correspondence can be sent to me, a committee member of the Stones River Craft Association, via any means listed below.

Susan Rodehaver

Susan Rodehaver

Committee Member, Stones River Craft Association

4004 Southridge Blvd., Murfreesboro, TN 37128

615-809-9808

turtlewarepottery@comcast.net



225 WEST COLLEGE STREET
MURFREESBORO, TN 37130
615.895.1887
www.downtownmurfreesboro.com

January 2, 2020

City of Murfreesboro
Jenny Licsko
620 West Main Street
Murfreesboro, TN 37130

Dear Mayor and City Council,

Main Street respectfully requests permission to hang a banner across East Main Street announcing the downtown activities for the following dates:

September 23-October 3 to announce the annual Main Street JazzFest on Saturday, October 3.

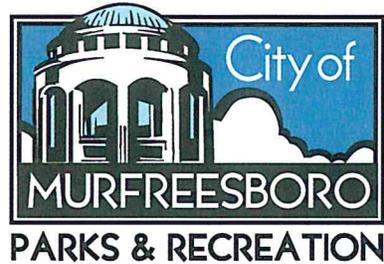
November 25-December 4 to announce the annual Rutherford County Tree Lighting Celebration on Friday, December 4.

In 2020, Main Street will celebrate 35 years of carrying out our mission to help maintain, enhance, and promote the historic downtown as the heart of our community. Through these free events we hope to bring people to the historic downtown square to raise awareness of our locally owned businesses, share the history of our downtown area, and help create a sense of place in our town.

Thank you in advance for your consideration of this request.

Sincerely,

Sarah Callender
Executive Director
Main Street Murfreesboro



January 7, 2020

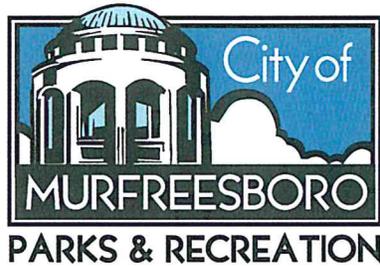
To the Mayor and City Council,

Murfreesboro Parks and Recreation is requesting to hang a banner across East Main Street from August 21, 2020 – August 31, 2020 to promote the City Tennis Tournament at the Adams Tennis Complex which will be held in September 26-28, 2020. Jenny Licsko has indicated these dates are available.

Thank you,

A handwritten signature in black ink that reads "Melinda Tate". The signature is written in a cursive, flowing style.

Melinda Tate
Marketing Coordinator
Murfreesboro Parks & Recreation
(615) 809-4866



January 7, 2020

To the Mayor and City Council,

Murfreesboro Parks and Recreation is requesting to hang a banner across East Main Street from September 1, 2020 – September 10, 2020 to promote the Greenway Art Festival at Old Fort Park which will be held in September 19, 2020. Jenny Licsko has indicated these dates are available.

Thank you,

A handwritten signature in black ink that reads "Melinda Tate". The signature is written in a cursive, flowing style.

Melinda Tate
Marketing Coordinator
Murfreesboro Parks & Recreation
(615) 809-4866

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: 2020 Title VI Update

Department: Transportation - Rover

Presented by: Russ Brashear

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

Update to Title VI program required by Federal Transit Administration (FTA)

Staff Recommendation

Approval of 2020 Title VI update.

Background Information

Every three years, on a date determined by the FTA, each recipient is required to submit a Title VI Update as part of their Title VI program. The City's current Title VI program expires on January 31, 2020. Attached are the elements required for FTA approval. Council approval of the plan must occur prior to submission to the FTA.

Council Priorities Served

Responsible budgeting

Compliance with FTA regulations maintains federal funding for the City's transit system. The Transportation Department strives to satisfy all requirements and access all funds possible to sustain the Rover Public Transit System.

Fiscal Impact

None

Attachments

Triennial Title VI Program Update - 2020

TITLE VI POLICY STATEMENT

It is the policy of the City of Murfreesboro to ensure compliance with **Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21**; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance from federal agencies on the grounds of race, color, or national origin. A **complaint form** can be downloaded and printed in order to file a discrimination complaint at <http://www.murfreesborotn.gov/1278/Title-VI-of-the-Civil-Rights-Act-of-1964>. Any person who believes they have been discriminated against should contact:

Jim Kerr, Transportation Director
City of Murfreesboro
111 West Vine St.
Murfreesboro, TN 37130
Telephone: 615-893-6441

OR

Federal Transit Administration
Office of Civil Rights
ATTN: Title VI Program Coordinator
East Bldg., 5th Floor - TCR
1200 New Jersey Avenue, SE
Washington, DC 20590
Telephone: 888-446-4511

TÍTULO VI DECLARACIÓN DE POLÍTICA

Es política de la Ciudad de Murfreesboro garantizar el cumplimiento del Título VI de la Ley de Derechos Civiles de 1964; 49 CFR, Parte 21; estatutos y reglamentos relacionados con el fin de que ninguna persona sea excluida de la participación o se le nieguen los beneficios de, o esté sujeto a discriminación bajo cualquier programa o actividad que reciba asistencia federal de agencias federales por motivos de raza, color u origen nacional . Se puede descargar e imprimir un formulario de queja para presentar una queja de discriminación en <http://www.murfreesborotn.gov/1278/Title-VI-of-the-Civil-Rights-Act-of-1964>. Cualquier persona que crea que ha sido discriminada debe comunicarse con:

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City of Murfreesboro
Title VI Policy and Complaint Procedures

June 2012

1. Introduction

1.1 Purpose

The purpose of Title VI of the Civil Rights Act of 1964 is to prohibit discrimination on the basis of race, color or national origin in federally assisted programs. The intent of the law is to ensure that all persons, regardless of their race, color or national origin, are allowed to participate in these federally funded programs.

The City of Murfreesboro has established the following procedures to provide monitoring of Title VI compliance activities and complaint processing in all City programs that receive federal funding.

1.2 Policy

The City and its sub-recipients of federal funds will not:

1. Deny an individual service, or provide only inferior or discriminatory service, aid or benefits because of an individual's race, color or national origin;
2. Subject a person to segregation or treat a person differently in regards to eligibility for and participation in services because of race, color or national origin;
3. Restrict or discourage individuals in their enjoyment of facilities because of race, color or national origin;
4. Discriminate in any way against an individual in any program or activity that is conducted with federal funds.

The City will publicize its Title VI policy statement. The City will investigate Title VI complaints about City contractors. The City will refer any complaints that the City has violated Title VI on a Federal Highway Administration funded program to the Tennessee Department of Transportation (TDOT).

1.3 Coordinator

The City will appoint one or more Title VI Coordinators to implement its Title VI Policy and procedures.

2. Complaint Procedures

2.1. Required Time to File Complaint

To allow time to file first with the City and then externally with an appropriate outside agency or court, as the complainant chooses, any complaint to the City should be filed promptly and must be filed not later than one hundred eighty (180) calendar days after

the alleged discrimination occurred. If the complainant is not satisfied with the findings or the proposed remedial action, the complainant may still file externally within any applicable statute of limitations.

If a complaint is filed within the City and is filed externally during the same time, the external complaint supersedes the internal complaint filing. Accordingly the City's complaint procedures will be suspended pending outcome of the external complaint.

2.2 Step 1- Informal meeting with department head

The complainant and/or the complainant's representative are encouraged to initiate the process by meeting with the city department head of the service or facility where the alleged discrimination took place. The complainant should provide the basis of the complaint (race, color, national origin) and the nature of the incident that led the complainant to feel that discrimination was a factor.

The department head shall immediately notify the Title VI Coordinator. The department head shall, within ten (10) workdays after receiving the complaint, reach a decision and communicate the decision to the complainant and the Title VI Coordinator.

Upon receipt of a complaint, the Title VI Coordinator will determine jurisdiction. Complaints against the City involving Federal Highway Administration funds will be forwarded to the appropriate State agency, the Tennessee Department of Transportation, for proper disposition pursuant to its procedures.

2.3 Step 2- Formal complaint to Title VI Coordinator

If the complaint is not resolved at Step 1, or if the complaint is not first brought to the department head, a written complaint shall be filed with the City's Title VI Coordinator.

The complainant should complete a Complaint Form, which contains the following information:

1. Name, address and telephone number of the complainant;
2. The location and name of the city department delivering the service;
3. The nature of the incident that led to the complainant to feel that discrimination was a factor;
4. The basis of the complaint (race, color or national origin);
5. Names, addresses and phone numbers of people who may have knowledge of the event;
6. The date or dates on which the alleged discriminatory event or events occurred.

The Coordinator shall notify the department of the formal complaint and initiate an investigation immediately. The department head shall provide assistance during this internal investigation as requested by the Coordinator.

The internal investigation shall be completed within twenty (20) workdays of receipt of the complaint, at which time the Coordinator will inform the complainant in writing of its disposition, including any findings of fact and any actions to be taken.

2.4 Disposition of Complaints

Sustained Complaints – If the complaint is substantiated, this policy and procedure prohibiting discrimination will be reviewed with the offender. Appropriate disciplinary action and/or training will be taken pursuant to the City’s disciplinary procedures.

Unsustained Complaints – If there is insufficient evidence to either prove or disprove the allegation(s), both parties to the complaint will be informed of the reason(s) for this disposition.

Unfounded Complaint – If it is determined that an act reported pursuant to this policy/procedure did not in fact occur, a finding of “unfounded” shall be made.

Exonerated Complaints – If it is determined that an act reported pursuant to this policy/procedure did in fact occur, but was lawful and proper within the guidelines established herein, a finding of “exonerated” shall be made.

2.5 Review by appeal

If the complainant is not satisfied with the resolution, an appeal process is available. An appeal request for review of a determination of unlawful denial of access or accommodation to public transportation must be filed, in writing, within thirty (30) calendar days of the resolution of the complaint, with the Title VI Coordinator.

The written appeal must include the complainant’s name, address, and telephone contact number. A statement of reason(s) why the complainant believes the denial of the complaint was inappropriate is recommended.

The Title VI Coordinator will set a mutually agreed-upon time and place for the review process with the complainant–appellant and/or representatives and the City Manager or designee within thirty (30) days of the request. The complainant–appellant may submit documents or other information to be included with the record and considered in the review process. A record of the review will be kept by the City.

A complainant’s right to a prompt and equitable resolution of the complaint will not be impaired by the complainant’s pursuit of other remedies. Use of this complaint procedure is not a prerequisite to the pursuit of other remedies.

2.6 Complaint Log

The Coordinator will maintain a Title VI complaint log to show identifying information type, and status of each complaint filed, including those filed under Step 1 of this procedure. When any investigation is concluded, the Coordinator will keep a copy of the report on permanent file.

3. Limited English Proficiency Policy

The City of Murfreesboro is committed to providing quality services to all citizens, including those who do not speak English as their primary language, and who have a limited ability to read, speak, write, or understand English. These individuals may be considered Limited English Proficient, or “LEP,” and may be entitled to language assistance.

As a recipient of Federal Transportation Funding, the City of Murfreesboro must take reasonable steps to ensure meaningful access to its programs and activities by LEP persons. The U.S. Department of Transportation recommends analyzing the following four factors to determine the level and extent of language-assistance measures required within the grantee’s area of responsibility:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program to peoples lives; and
4. The resources available to the grantee/recipient or agency, and costs.

The intent of this policy is to find a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on the City or department. Specific steps to be taken, in terms of translation or language interpretation, will depend on the situation at the time, from coordination with LEP individuals and the organizations that serve them and from analysis of the City of Murfreesboro’s existing resources and the costs of providing language assistance.

CITY OF MURFREESBORO

COMPLAINT UNDER CIVIL RIGHTS ACT OF 1964

Date: _____

TO: City of Murfreesboro

I, hereby file an official complaint against _____
(Name of Person or Agency)

Located at: _____

Complainant's Name: _____

Complainant's Address: _____

Complainant's Phone No.: _____

Nature of Incident:

Basis of Complaint: () Race () Color () National Origin

Date of alleged discrimination: _____

Signed: _____

Section Below to be completed by the City of Murfreesboro

Referred to _____ on _____ for investigation and
(Title VI Coordinator) (Date)
report.

Department Head

City Website:

<http://www.murfreesborotn.gov/268/MPO-Membership-Public-Participation-Plan>

MPO Membership & Public Participation Plan

MPO Membership

Since the 1960's, the federal government has required that urbanized areas over 50,000 in population maintain a continuing, comprehensive and cooperative planning process. In Tennessee, this program is administered through TDOT and is implemented by the Metropolitan Planning Organization (MPO).

On Dec. 16, 1992, the governing board of the Nashville Area MPO voted to expand its membership to cover Davidson, Rutherford, Sumner, Wilson and Williamson counties. Because the five-county area is classified as a maintenance zone by the Environmental Protection Agency (EPA), it qualifies for federal funds appropriated for reducing transportation-related emissions.

Murfreesboro has benefited from its membership in the Nashville area MPO in several ways including being the beneficiary of approximately \$51 million in federal transportation funds directed at 13 past, current, and future transportation-related projects. These are:

- Middle Tennessee Boulevard Widening -- Greenland Drive to Main Street
- Old Fort Park & Ride Facility
- Closed Circuit Television Installation (Phases One, Two and Three)
- Broad and Memorial separated grade crossings.
- U.S. 231 and I-24 Interchange Signalization and lane additions.
- Clark and Memorial Intersection Improvement.
- Bradyville and Minerva Intersection improvements.
- New Salem Highway and Bridge Avenue Intersection Improvement.
- Greenland Drive Widening - Middle Tennessee to Champion Way.
- Bradyville Pike Widening - S.E. Broad to Rutherford.
- Thompson Lane Widening - Broad St. to Memorial Blvd.
- Cherry Lane Extension - Memorial Blvd. to N.W. Broad St.
- SR 99 Widening - Old Fort Pkwy. to Veterans

The MPO's regional perspective gives its members the advantage of tackling problems common to all. Regional studies have included formulation of the Regional Long Range Transportation Plan, Intelligent Transportation Systems Strategic Plan, Incident Management Plan and Commuter Rail Studies.

Murfreesboro Transportation Director Jim Kerr and Assistant Transportation Director Russ Brashear currently serve on the MPO's technical coordinating committee and Murfreesboro Mayor Shane McFarland serves on the executive board.

Public Participation Plan (PPP) Update

In accordance with 23 CFR 450.316, the Public Participation Plan (PPP) provides the general public and interested parties with an overview of opportunities to be engaged in the metropolitan/transportation planning process. This includes information about the strategies deployed to engage the public and stakeholders, and the specific timelines and requirements for public comment during the development and adoption of the regional transportation plans and programs.

Greater Nashville Regional Council (GNRC)

Public Participation in Transportation Planning for the Nashville Metropolitan Area

THIRD DRAFT - March 26, 2019



3.0 Traditionally Underserved Populations

Title VI of the Civil Rights Act of 1964 protects persons from discrimination based on race, color, or national origin in programs and activities that receive federal financial assistance. Environmental Justice (President Clinton's Executive Order 12898) provides further guidance to federal assistance programs to ensure that low-income and minority populations are included in the transportation planning process. Specifically, Environmental Justice directs federal programs:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations,
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process, and
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and/ or low-income populations.

Because of the extreme importance of an all-inclusive outreach program that ensures compliance with Title VI, Environmental Justice, and the Americans with Disabilities Act of 1990, the MPO will place emphasis on efforts to reach out to traditionally underserved or underrepresented segments of the region's population including:

- Low Income,
- Minorities, including majority minorities,
- Homeless or institutionally housed,
- Limited English Proficiency,
- Limited Literacy ,
- Transit Dependent,
- Transportation Disadvantaged,
- Single-parent Families,
- The Elderly, and
- School-Aged Children.

IDENTIFYING SPECIAL POPULATIONS

Prior to the implementation of special outreach efforts, MPO staff will use several methods to identify where special populations are likely to live and work. The most recent US Census will provide a region-wide vehicle for analyzing socio-economic characteristics of communities within the MPO planning area. The Census can also be used as a tool for identifying low-literacy and limited English proficiency communities. The MPO will supplement that data by coordinating with agencies across the region that serve large immigrant populations. Those agencies may be able to identify where traditionally underserved populations have moved since the latest US Census.

The TDOT Office of Civil Rights maintains updated lists of potentially underserved and underrepresented communities throughout the State of Tennessee. The MPO will work closely with that Office to utilize their resources. Following are other methods the MPO may use to identify special populations.

- The Nashville Adult Literacy Council provides classes for and maintains information on those who have both low literacy and low English proficiency. This is a source of information that the

Nashville Area MPO Public Participation Plan

MPO will utilize to provide assistance in bringing those populations into the transportation planning process.

- Consultation with the Metropolitan Development and Housing Department can provide supplemental information both on the location and the best method for interaction with lower-income populations. Outside of the Metro Nashville area, the use of the countywide health and human services providers can be of tremendous help. In addition the school districts have information on "free lunch" students and requests for the zip-codes of those students also can locate certain underserved populations. Getting information on rural residents within the Nashville MPO region can be sought at the Mid-Cumberland Human Service Agency.
- Nashville is the home to some of the most famous historically black colleges (Fisk University and Meherry Medical College) as well Tennessee State University. The MPO will be working with these and other prominent African-American organizations to determine the best approach to gain the input of this underserved community.
- Transportation disadvantaged individuals can sometimes be located through the cooperation of transit agencies and specific disabilities agencies (Braille Foundation / Helen Keller Society, Kidney Foundation, hearing impaired agencies, etc). All facilities that will be considered for meetings will be investigated to assure that they are ADA compliant.

ENHANCED OUTREACH METHODS

When appropriate, the MPO will use enhanced public outreach and communications methods for hard-to-reach or traditionally underserved populations. When reaching out to those communities, the MPO will use simple, straight-forward language, incorporating visual cues such as photos, renderings, aerials, and color charts to help communicate complex concepts and plans. Meetings and workshops will be held at locations that are ADA accessible, convenient, and most effective in encouraging turnout and input. In general, facilities will be located close to participants' home, work or other places they frequent. Potential meeting sites include community churches, local ministries to the poor and/or homeless, and public schools, libraries, transit facilities, and shopping facilities.

In addition to the locations chosen to meet with communities, the time of day and the day of the week that public involvement activities are planned must meet community needs, not scheduled solely out of convenience for staff / consultants. For example, meetings held in early in the morning or late in the evening may serve particular segments of the public better than those held during standard business hours. Understanding the best time and place to either give information and/or receive input must be developed in consultation with those agencies, organizations and individuals that are familiar with the populations that we need to reach.

Following are additional methods the MPO may use to reach out to special populations.

- The MPO may, as appropriate, offer incentives (such as light food service or transit passes) to encourage turnout and participation by traditionally underserved or underrepresented, or otherwise difficult to reach populations. In those instances, the MPO will seek to have neighborhood or regional businesses donate or provide the incentives at a reduced cost.
- The MPO will use visualization methods (maps, displays, charts, and other static and interactive engagements) to make the topic relevant to the target audience. The extensive use of maps, aerial photographs and simple charts allow for greater participation and understanding by those that may be more visually oriented and will allow for greater interaction by participants.
- If meetings are to be held in areas where there is a predominance of non-English speaking populations, the MPO will have translations of written documents available or have people available to help translate questions and inputs.

- When appropriate, the MPO will use community-based TV and radio stations and websites to target messages and solicit input from specific population segments. For example, the MPO may work with Spanish language radio stations to announce meetings or to seek input from the Hispanic community.
- The MPO staff will contact, attend and/or participate in activities sponsored by groups that represent limited English proficiency, low literacy or low income populations such as the Hispanic Chamber of Commerce, the 100 Black Men of Nashville or the Urban League. This can establish a relationship with these specialized populations prior to any specific issue.

4.0 Consultation with Stakeholders

SAFETEA-LU places increased emphasis on the coordination of MPO activities with interested parties in transportation-related industries and in federal, state, and local agencies that have some influence on or affect from local and regional transportation planning decisions. This section provides information on how the MPO intends to involve those stakeholders in the development of major MPO products.

4.1 Consultation with Interested Parties

The MPO will involve representatives of the following groups or associations in the development of major MPO products including the LRTP, TIP, UPWP, and the PPP:

- Public transportation employees,
- Freight shippers,
- Providers of freight transportation services,
- Private providers of transportation,
- Representatives of users of public transportation,
- Representatives of users of pedestrian walkways,
- Representatives of users of bicycle transportation facilities,
- Representatives of the disabled, elderly, low-income, and limited English proficiency, and
- Other interested parties identified by the MPO in its outreach efforts.

The MPO will work to establish and maintain a comprehensive list of such interested parties starting, beginning with the MPO's current mailing list. The process for reaching out to these interested parties will generally follow the same process as that of the overall public participation process described throughout the Public Participation Plan. All interested parties will be contacted for their input into the development and review of the MPO's LRTP, TIP, and PPP. In addition, the MPO will on an annual basis request (via letter) that interested parties share their issues, concerns, and priorities for the regional transportation system. Comments will be gathered and summarized for presentation to the Executive Board as part of the MPO's Annual Public Meeting (section 5.4). Such input will be invaluable in determining regional transportation issues and priorities.

4.2 Consultation with Federal, State, and Local Agencies

SAFETEA-LU requires the MPO to allow other federal, state, and local agencies to review and comment on major MPO products. Using techniques identified in section 2.0 of this plan (Public Participation Techniques), the MPO will reach out to regional agencies such as the Cumberland Region Tomorrow, Mid Cumberland Human Resource Agency, and Nashville Civic Design Center and other local government agencies and non-profits that receive federal funding from those US departments other than the U.S. DOT for transportation related functions (other than emergency assistance). The MPO also will consult with federal agencies including the Environmental Protection Agency, US Corp. of Engineers,

Nashville Area MPO Public Participation Plan

Bureau of Land Management, and others covered under 23 USC Section 204. Agencies wishing to be removed from the consultation list will be required to send written notice to the MPO with a request to be excluded. Those letters will be kept by the MPO for documentation.

On a continuing basis, the MPO will actively coordinate its planning efforts and public involvement activities with agencies and officials responsible for planning within the metropolitan planning area (including State and local planned growth, economic development, environmental protection, airport operations, or freight movements). Coordination will be achieved through a variety of forums including staff involvement in:

- MPO Executive Board meetings,
- MPO Technical Coordinating Committee meetings,
- Ad hoc plan / study committee meetings,
- Chambers of commerce committee meetings,
- Public transit authority board and committee meetings,
- Local government planning forums and workshops,
- TDOT and other state agency planning forums and workshops, and
- Regional Planning Organization board and committee meetings.

TDOT CONSULTATION PROCEDURE

On March 1, 2007 the Tennessee Department of Transportation (TDOT), on behalf of all MPOs in Tennessee, provided a letter to all state and federal agencies responsible for land management, natural and historic resources, and other functions which relate to planning and/or transportation planning. Appendix G contains a copy of this letter and a listing of those agencies contacted.

The MPO will utilize material obtained from these agencies through this process as well as other material which may be obtained directly by the MPO from these agencies in the development of MPO plans and programs. The MPO will compare proposed transportation improvements to these agency's plans, maps, inventories, etc. to assess potential environmental impacts. The conclusions of this analysis will be included in the draft LRTP document, to be circulated to the public and each respective agency for a specified number of days prior to adoption (as outlined in Section 6.2). When the MPO develops its TIP the findings of this analysis will also be reported in the TIP and circulated to the public and each respective agency for a specified number of days prior to adoption (as outlined in Section 6.3).

5.0 General Public Participation Guidelines

5.1 Open Public Meeting Act

- B. All sessions of every meeting of the Executive Board, Subcommittees of the Executive Board and the Technical Coordinating Committee shall be open to the public pursuant to the Tennessee Open Public Meetings Act, T.C.A. Section 8-44-101, et seq.
- C. After notifying the general public, including traditionally underserved populations, the public shall be afforded the opportunity to comment on current agenda items at the end of every meeting of the Executive Board. The chair of the Executive Board shall determine the time to be allotted to each speaker. For those who choose not to speak or are limited by disability, language or other barrier to speaking, or for those who are not able to attend an Executive Board meeting, comments may be submitted to the MPO staff for consideration during the Executive Board meeting. These comments may be translated into English if necessary by the translation services contract held by the Metropolitan Government of Nashville and Davidson County. Comments received prior to the



**LIMITED ENGLISH PROFICIENCY
PROGRAM**

ROVER PUBLIC TRANSIT
2020

LIMITED ENGLISH PROFICIENCY PROGRAM

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Introduction

The purpose of this limited English proficiency program guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and;

Executive Order 13166

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as the City of Murfreesboro and governments, private and non-profit entities, and subrecipients.

Summary

The City of Murfreesboro has developed this Limited English Proficiency (LEP) program to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This report details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future program updates.

In developing the program while determining the City of Murfreesboro's extent of obligation to provide LEP services, the City undertook a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the service area who may be served or likely to

encounter a ROVER program, activity, or service; 2) the frequency with which LEP individuals come in contact with Rover services; 3) the nature and importance of the program, activity or service provided by ROVER to the LEP population; and 4) the resources available to ROVER and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

Four Factor Analysis

1. The number or proportion of LEP persons eligible in the ROVER service area who may be served or likely to encounter the ROVER program, activity, or service.

The City of Murfreesboro examined the US Census report from 2010 and determine that approximately 9%, or 9,863 people within ROVER's service area age 5 and older spoke a language other than English. Of the 9,863 people reporting they speak other languages than English, 3,767 or 3 % of respondents either speak English "not well" or "not at all."

2. The frequency with which LEP individuals come in contact with the ROVER program, activity, or service:

The City of Murfreesboro assesses the frequency at which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying drivers. Since 2011, ROVER has had no requests for interpreters and zero requests for translated ROVER documents. The staff and drivers have had very little to no contact with LEP individuals.

3. The nature and importance of the program, activity, or service provided by ROVER to LEP community

There is no large geographic concentration of any one type of LEP individuals in the ROVER service area. The overwhelming majority of the population, 90% or 100,282, speak only English.

Therefore, there is a lack of any social, service, professional and leadership organizations within the ROVER service area that focuses on outreach or membership of LEP individuals.

4. The resources available to the City of Murfreesboro ROVER and overall costs

The City of Murfreesboro ROVER assessed its available resources that could be used for providing LEP assistance. This included identifying how much a professional interpreter and translation service would cost on as needed basis, which documents would be the most valuable to be translated if and when the population supports, taking an inventory of available organizations that the City of Murfreesboro ROVER could partner with for outreach and translation efforts, and what level of staff training is needed.

LIMITED ENGLISH PROFICIENCY PROGRAM OUTLINE

Language Assistance Measures

The City of Murfreesboro ROVER has implemented the following LEP procedures. The creation of these steps is based on the very low percentage of persons speaking other languages or not speaking English at least “well.”

- Avaza’s “I Speak Cards” and instructions are located on each ROVER bus including Avaza’s phone number and access code to provide interpretation by telephone or in person as needed.
- Language Line Services (www.language.com) – When an interpreter is needed, in person or on the telephone, the ROVER staff has the additional option to contact Language Line Services.
- The City of Murfreesboro’s new website launched August 24, 2017. Google Translation is an added feature featuring multiple languages. Vital documents not translated by Google Translation are available on the new website. www.murfreesborotn.gov
- Google Translate also provides drivers and staff with translation and interpretation assistance via computers and smart phones.

City of Murfreesboro ROVER Staff Training

ROVER staff receives training on LEP resources and procedures. This information is also part of the ROVER staff orientation process for new hires. Training topics are listed below:

- Understanding the Title VI policy and LEP responsibilities;
- What language assistance services ROVER offers;
- Use of LEP Avaza “I Speak Cards”, interpretation and translation services;
- How to use the Language Line interpretation and translation services;
- Documentation of language assistance requests;
- How to handle a Title VI and/or LEP complaint (See Appendix B)

Outreach Techniques

The City of Murfreesboro's ROVER LEP Program does not have a formal practice of outreach techniques due to the lack of LEP population and resources available in the service area. However, the following are a few options that the City of Murfreesboro ROVER can incorporate when and/or if the need arises for LEP outreach:

- If staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, fliers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.
- When running a general public meeting notice, staff will insert the clause, based on the LEP population and when relevant, that translates into "A (insert alternative Language) translator will be available". For example: "Un traductor del idioma español estará disponible" This means "A Spanish translator will be available".
- Key print materials, including but limited to schedules and maps, will be translated and made available at the ROVER transfer center, on board vehicles and in communities when a specific and concentrated LEP population is identified.

Monitoring and Updating the LEP Program

This program is designed to be flexible and is one that can be easily updated. At a minimum, the City of Murfreesboro ROVER will follow the Title VI Program update schedule for the LEP Process. The next required Title VI Program update must be forwarded to the FTA in 2023. Major updates most likely will not occur until the 2020 Census results are released unless the City of Murfreesboro ROVER finds it necessary and crucial for an update before such time.

Each update should examine all program components such as:

- How many LEP persons were encountered?
- Were their needs met?
- What is the current LEP population in ROVER service area?
- Has there been a change in the types of languages where translation services are needed?
- Is there still a need for continued language assistance for previously identified ROVER programs? Are there other programs that should be included?

- Have the City of Murfreesboro ROVER's available resources, such as technology, staff, and financial costs changed?
- Has the City of Murfreesboro ROVER fulfilled the goals of the LEP Program?
- Were any complaints received?

Dissemination of the City of Murfreesboro ROVER Limited English Proficiency Program

The City of Murfreesboro ROVER includes the LEP program on the City's website (www.murfreesborotn.gov) together with its Title IV Policy and Complaint Procedures. The City's Notice of Rights under Title VI to the public are posted on all ROVER buses.

Any person, including social service, non-profit, and law enforcement agencies and other community partners with internet access will be able to access the program.

Copies of the LEP Program will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the program upon request or by utilizing the Google Translate option on the City's website (www.murfreesborotn.gov).

Any questions or comments regarding this program should be directed to the City of Murfreesboro's Title VI Coordinator.

City of Murfreesboro
Title VI Coordinator – Jim Kerr
1100 W Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139
Phone: 615-893-6441
Fax: 615-849-2606
Email: jkerr@murfreesborotn.gov

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Budget Amendment Ordinance 19-O-48
[Second Reading]

Department: Finance

Presented by: Melissa B. 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 2019-2020 Budget to incorporate expenditure decisions made during the 2019-2020 fiscal year.

Staff Recommendation

Amend Ordinance 19-O-48 before second reading, and then approve as amended.

Background Information

At the December 19, 2019 City Council meeting, Council approved the budget amendment, on first reading.

The exhibit attached includes revisions to the General Fund.

Fire

Firehouse Subs Public Safety Foundation, Inc. has awarded the Fire department a grant to purchase water rescue boat and trailer. Revenues are increasing by \$24,824 and expenditures are increasing by \$24,824. Net effect to fund balance is zero.

Parks & Recreation

MTSU made a donation to the Adams Tennis Complex for the purchase of a Playsight Smart Tennis System. Revenues are increasing by \$60,000 and expenditures are increasing by \$60,000. Net effect to fund balance is zero.

The Rutherford County Chamber of Commerce has made a grant to print brochures advertising our athletic facilities. Revenues are increasing by \$1,500 and expenditures are increasing by \$1,500. Net effect to fund balance is zero.

State Street Aid

Paving and striping for two development projects has been done by the City, to City standards, with funding provided by the developer. Revenues are increasing by \$158,200 and expenditures are increasing by \$158,200. Net effect to fund balance is zero.

Solid Waste

Addition of five months of curbside collection service for brush, limb and yard waste from Rollins Excavating Company increasing expenditures \$480,000. Two knuckle boom trucks to be sold for \$76,000 and additional revenues from the solid waste fee are expected to add \$110,000. Net effect is a decrease to fund balance of \$294,000.

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.

Operational Issues

None

Fiscal Impact

The proposed budget amendments decrease the General Fund balance by \$294,000.

Attachments

Ordinance 19-O-48 and Exhibit A

ORDINANCE 19-O-48 amending the 2019-2020 Budget (2nd Amendment).

WHEREAS, the City Council adopted the 2019-2020 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 19-O-12, on June 13, 2019 to implement the 2019-2020 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the 2019-2020 Budget by this Ordinance to incorporate expenditure decisions made during the 2019-2020 fiscal year.

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

SECTION 1. The 2019-2020 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 2019-2020 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>				
Fire	Other Grant Revenue	\$ 98,250.00	\$ 123,074.00	\$ 24,824.00
Parks & Recreation	Other Grant Revenue	\$ -	\$ 61,500.00	\$ 61,500.00
State Street Aid	Charges for Service	\$ -	\$ 158,200.00	\$ 158,200.00
Solid Waste	Sale of Fixed Assets	\$ 8,000.00	\$ 84,000.00	\$ 76,000.00
Solid Waste	Charges for Services	\$ 4,653,000.00	\$ 4,763,000.00	\$ 110,000.00
				<u>\$ 430,524.00</u>
<u>Expenditures</u>				
Fire	Grant Expense	\$ 98,250.00	\$ 123,074.00	\$ 24,824.00
Parks & Recreation	Grant Expense	\$ -	\$ 61,500.00	\$ 61,500.00
State Street Aid	Repair & Maintenance - Roads & Streets	\$ 3,000,000.00	\$ 3,141,200.00	\$ 141,200.00
State Street Aid	Repair & Maintenance - Street Marking	\$ 270,000.00	\$ 287,000.00	\$ 17,000.00
Solid Waste	Contractual Services	\$ -	\$ 480,000.00	\$ 480,000.00
				<u>\$ 724,524.00</u>
CHANGE IN FUND BALANCE (CASH)	CHANGE IN FUND BALANCE (CASH)	\$ (1,474,824.06)	\$ (1,768,824.06)	(294,000.00)

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

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

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

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

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning on October 2, 2019.

Background Information

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

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

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

Council Priorities Served

Expand Infrastructure

The commitment by the applicant to construct a roadway to the south of the subject property prior to beginning construction on the Hidden River development will provide additional roadway connectivity to New Salem Highway for both existing and proposed residents.

Attachments:

1. Ordinance 19-OZ-43

2. Maps of the area
3. Planning Commission staff comments from 10/02/19 meeting
4. Planning Commission minutes from 10/02/19 meeting
5. PUD pattern book (Hidden River Estates PUD)
6. Protest from neighboring property owners
7. Other miscellaneous exhibits, including traffic study

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 2, 2019**

PROJECT PLANNER: MARINA RUSH

5.e. Zoning application [2019-426] for approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive to be rezoned from RS-10 and RS-15 to PUD (Hidden River Estates PUD), Blue Sky Construction, applicant.

The subject property is located along the north side of Cason Trail, east of Stoney Meadow Drive, Dodd Trail, and River Rock Boulevard, and adjacent to the west side of the Murfreesboro "Greenway Trail Head" on Cason Trail and Stones River Greenway Trail. The applicant is requesting to rezone the property from RS-10 (Single-Family Residential District 10) and RS-15 (Single-Family Residential District 15) to PUD (Planned Unit District) for the purpose of developing 602 single-family attached residential units, 18 single-family detached residential units, and 15,000 square feet of commercial space. The property is 122.19 acres and identified as the following:

- Tax Map 101, Parcel 3.10 (78.5 acres)
- Tax Map 101, Parcel 3.11 (41.69 acres)
- Tax Map 101E, Group A, Parcel 6 (1.0 acre)
- Tax Map 101E, Group A, Parcel 7 (1.0 acre)

Hidden River Estates PUD:

The PUD proposes 602 townhouse units, 18 custom single-family detached homes, two amenity centers, and 15,000 square feet of commercial space. The residential units will be 2, 3 or 4 bedrooms, one or two-stories, and the River Row townhomes will be three-stories. The new roads will be a combination of public and private. The public road extends from Racquet Club Drive to Eastview Drive to the single-family estate homes. The remaining roads will be private and have gated access.

The applicant revised the program book to address the following comments and changes requested:

- River Row rear elevation and rooftop diagram provided (Page 16),
- Surface parking stall replaced 8.5 feet width with 9 feet width (Page 19),
- Road gate locations depicted on plan (Page 12),
- Kayak storage building and access depicted on plan (Page 30),
- Landscape Buffer "B" increased to Buffer "D" (Page 28), and
- "Bandstand" amenity replaced with "Formal Gathering Lawn" (Page 27).

Phase 1a and Phase 1b would be constructed at the same time frame. Regarding staff's recommendation to revise the phasing plan to provide internal access between Phase 1b homes to the Phase 1a amenities, the applicant revised the plan to include mail kiosks in Phase 1b and the homes will be age targeted to 55+, assuming these owners may not wish to use the amenities in Phase 1s. Planning Commission should discuss this and make a recommendation.

The following table provides an overview of the Hidden River Estates PUD proposed development:

HIDDEN RIVER ESTATES PUD – SUMMARY TABLE

	Housing Style	Bedrooms	Height/Story	Building Materials / Parking
Single-Family Attached (townhomes) Total = 602 units	The River Row	4 BR = 16 units 3 BR = 48 units	45 ft height 3 - story	Brick, stone, cementitious siding, 2-car garage plus 2-car surface
	The Villas	3 BR = 112 units 2 BR = 69 units	35 ft height 2 - story	Brick, metal, cementitious siding, surface parking
	The Landings	3 BR = 68 units 2 BR = 43 units	35 ft height 2 – story	Brick, cementitious siding, 3 BR units w/have 1 and 2 car garage and 2 BR units w/have 2 driveway spaces
	The Cottages	2 and 3 BR = 236 units	35 ft height 1.5 story	Brick, cementitious siding, 2 car garage or 2 car driveway
Single-Family Detached (custom) Total = 18 units	The Estates	Custom = 18 units	35 ft height, custom and up to 3 story	Custom
Amenity Center South	Pavilion and Restrooms Mail Kiosk Pool Picnic Area Bike Rack			Brick Stone Wood 15 guest parking spaces
Amenity Center North	Clubhouse 2 swimming pools and cabana Mail Kiosk Bandstand Picnic Area Basketball Tennis Court Volleyball, Bocce ball, shuffle board, Pond and Deck			
Commercial 15,000 sq ft.	-	Commercial uses listed on Page 33	1 story	Building design will be submitted in a later phase.

Traffic Impact Analysis

A Traffic Impact Analysis (TIA) for Hidden River Estates, dated August 2019, was prepared by the applicant's engineer, Huddleston-Steele Engineering, Incorporated, and is attached to this staff report for reference. The Murfreesboro Transportation Department staff is currently reviewing the TIA and will provide additional comments at the Planning Commission public hearing.

Neighborhood Meetings

A neighborhood meeting was held on July 15, 2019 and the primary comments were regarding traffic, sidewalk along Cason Trail, flood zone with regards to drainage and erosion, tree retention, wildlife, attached housing rather than detached housing, and density. In addition, staff and the developer will meet on September 30, 2019 with a group of representatives from the adjacent neighborhood to hear their comments and respond to any questions relating the proposed zoning. These meetings are in addition to prior meetings Staff has had with neighbors, including a neighborhood meeting at Cason Lane Academy, December 2018, and a meeting with a group of concerned neighbors at City Hall, January 2019.

Adjacent Land Use and Zoning

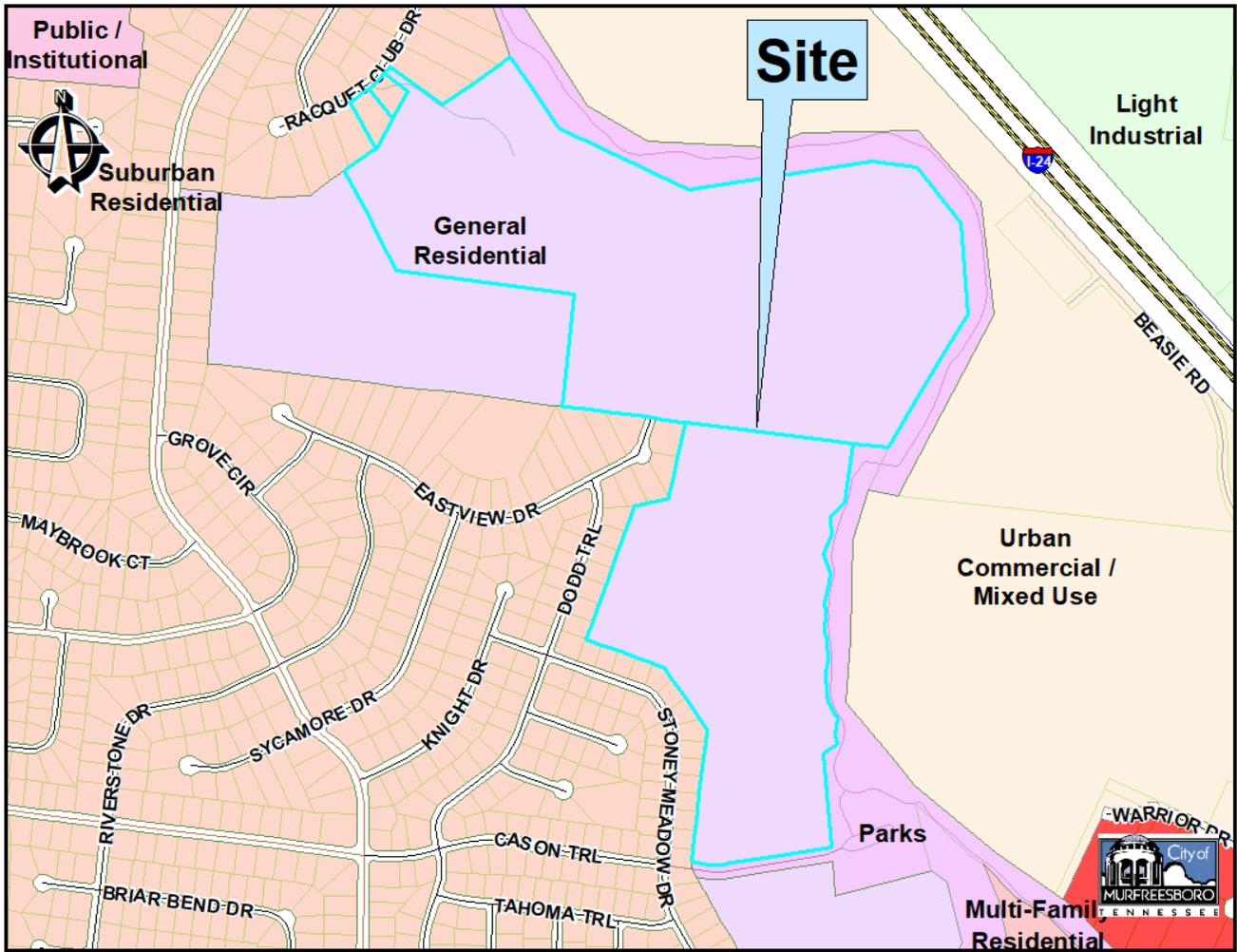
The adjacent zoning is: RS-15, RS-12 and RS-10 to the north and west, RS-10, RS-A1 (Single-Family Residential Attached District, Zero-Lot Line), RM-16 (Multi-Family Residential District 16) and CH (Highway Commercial District). The surrounding properties are developed with primarily single family residential and the Stones River Greenway trailhead and trail to the east. Further to the east, across the Stones River, is the West Point Subdivision, which is zoned L-I (Light Industrial District).

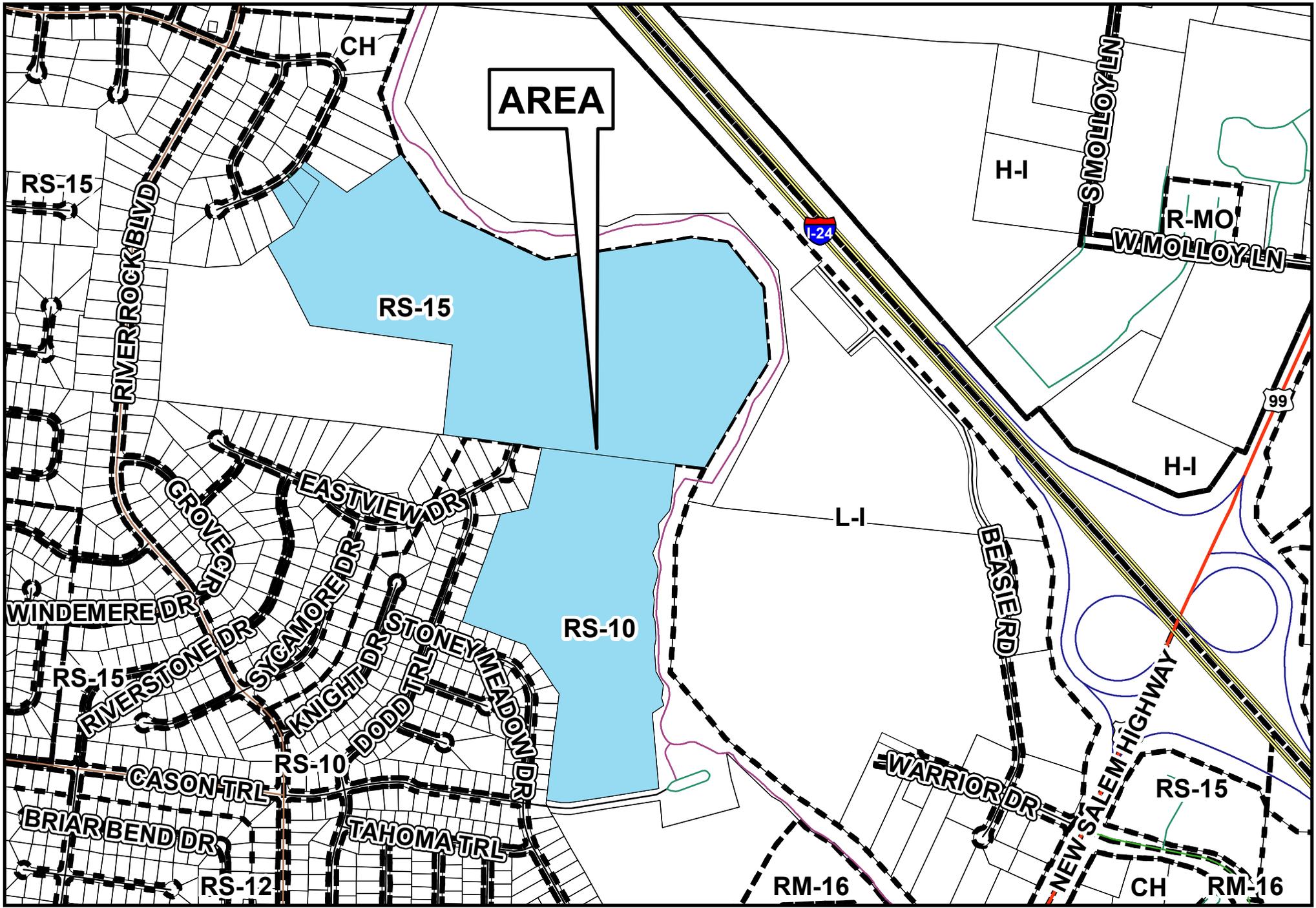
Future Land Use Map

The future land use map of the *Murfreesboro 2035 Comprehensive Plan* indicates that "Auto Urban (General) Residential" is the most appropriate land use character for the project area. The general characteristics include attached and detached single-family housing types and a density of 3.54 to 8.64 dwelling units per acre. The proposed rezoning is consistent with the future land use map of the *Murfreesboro 2035 Comprehensive Plan* (see map below).

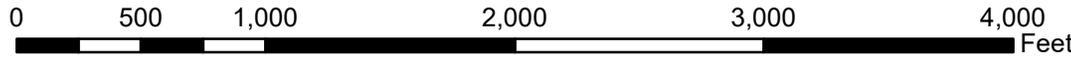
Action Needed:

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

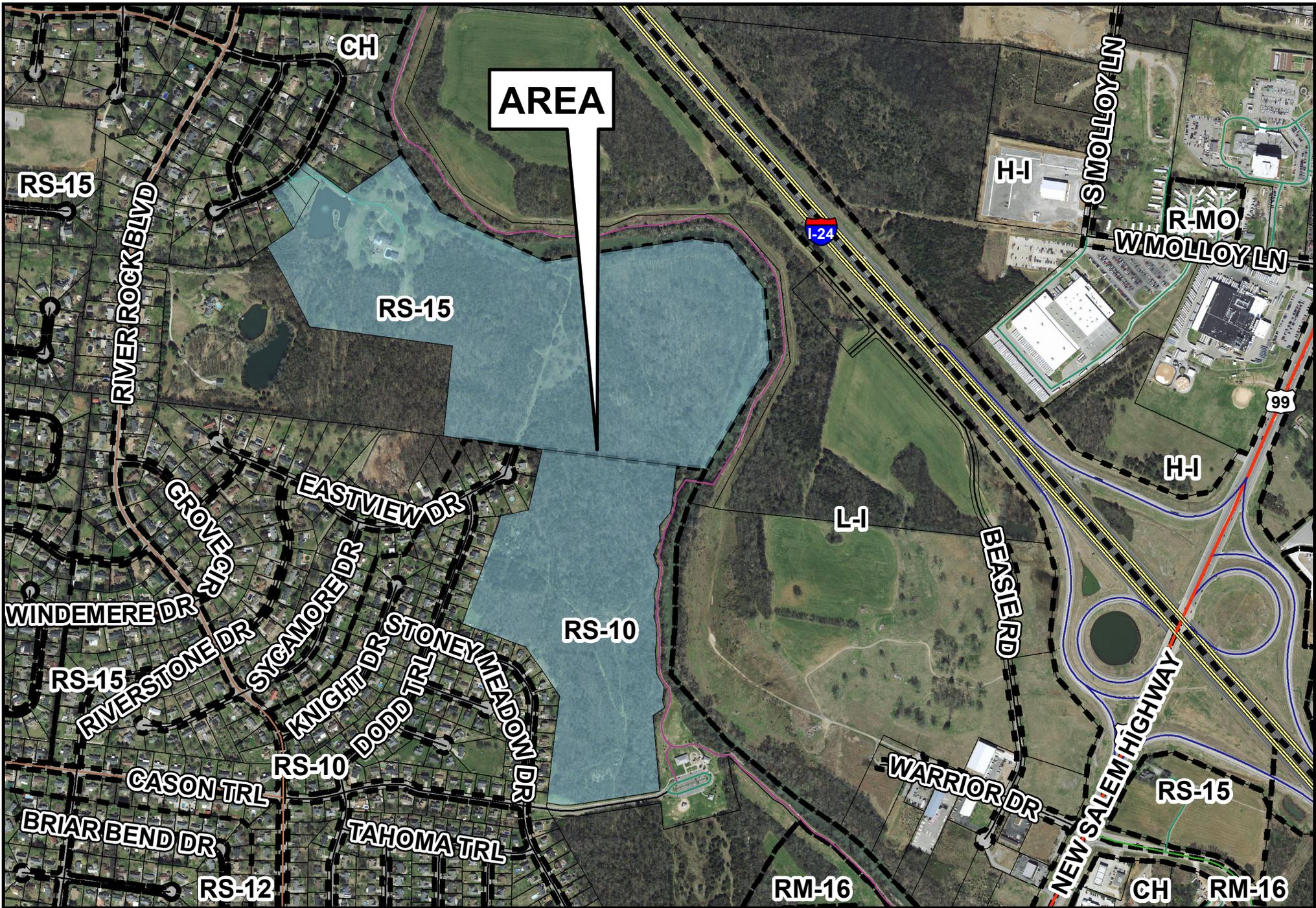




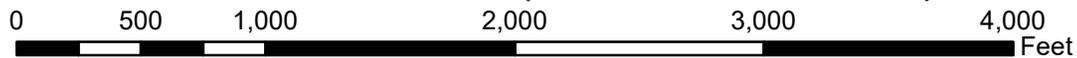
**Rezoning Request Along Cason Trail, Eastview Drive, and Racquet Club Drive
RS-10 and RS-15 to PRD (Hidden River Estates PRD)**



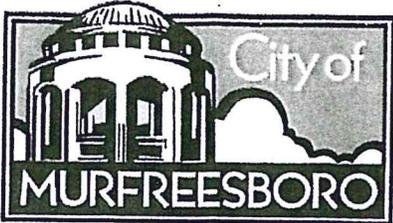
Planning Department
 City of Murfreesboro
 111 West Vine Street
 Murfreesboro, Tennessee 37130
www.murfreesborotn.gov



**Rezoning Request Along Cason Trail, Eastview Drive, and Racquet Club Drive
RS-10 and RS-15 to PRD (Hidden River Estates PRD)**



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



T E N N E S S E E

Creating a better quality of life

City of Murfreesboro
Planning and Engineering Department

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

Received
Planning Department
JUL 18 2019
111 West Vine Street
Murfreesboro, TN 37130

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: MFB Investment, Inc

Address: 6 Public Sq N City/State/Zip: M'boro TN

Phone: 615-405-5647 E-mail address: Brian@BSKY-Email

PROPERTY OWNER: WB Holdings

Street Address or property description: same.

and/or Tax map #: 101 Group: _____ Parcel (s): 3.10, 3.11

Existing zoning classification: RS-10

Proposed zoning classification: PRD Acreage: 120 ± AC

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

E-mail: _____

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 7-16-19

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

Date received: 7-18-19 MPC YR.: _____ MPC #: 2019-426

Amount paid: \$ 950.00 Receipt #: 117707

7.18.2019

Mr. Donald Anthony
Planning Director
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130



Re: Rezoning Request – Hidden River Estates PUD

Described as at Tax Map 101 and parcels 3.10 and 3.11, consisting of 120 +/- acres

Dear Mr. Anthony:

On behalf of our client, MFB Investors, Inc, we hereby request to rezone a 120 +/--acre tract of land located at the Cason Trail Head area to be zoned PUD. The current plan is for a residential development with a small commercial center and residential uses.

Please let me know if you need any additional information and thank you for your assistance with this request.

Sincerely,



Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.

Hidden River Estates

PLANNED UNIT DEVELOPMENT



SUBMITTED FOR THE JANUARY 9, 2020 CITY COUNCIL PUBLIC HEARING

Plans Prepared By:

HS HUDDLESTON-STEELE
ENGINEERING, INC.

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

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SHEET INDEX

1. DEVELOPMENT TEAM
2. BUILDING ON EXPERIENCE
3. PROJECT SUMMARY
4. TOPOGRAPHY
5. AERIAL MAP
6. ADJACENT ZONING
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9. SITE CONNECTIVITY (CONT.)
10. EXISTING CONDITION - NORTH
11. EXISTING CONDITION - SOUTH
12. EXISTING AND FUTURE TRAILHEAD GATE LOCATION
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17. THE RIVER ROW NEIGHBORHOOD
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19. THE VILLAS NEIGHBORHOOD
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29. CONCEPTUAL LANDSCAPE PLAN
30. DEVELOPMENT CHARACTERISTICS
31. DEVELOPMENT CHARACTERISTICS (CONT.)
32. OPEN SPACE PLAN
33. PHASING PLAN
34. 2035 PLAN RECOMMENDATIONS
35. COMMERCIAL CENTER CONCEPT
36. PLANNED DEVELOPMENT CRITERIA
37. PLANNED DEVELOPMENT CRITERIA (CONT.)



Development Team

Planning and Engineering



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

Huddleston-Steele Engineering, Inc.
Attention: Clyde Rountree, RLA
2115 N.W. Broad Street
Murfreesboro, Tn 37129

Architecture

J Taylor Designs
Jamie Taylor
310 Uptown Square
Murfreesboro, TN. 37129
615.542.4675
jamie@jtaylor designs.net

Owner/ Developer

Blue Sky Construction, Inc.
Howard Wilson and Brian Burns
6 N. Public Square
Murfreesboro, TN. 37130
615.405.5647

Building on Experience

Blue Sky Construction, Inc., has a reputation of thoughtfully designed and quality-built homes. Serving Murfreesboro and Rutherford County, Blue Sky Construction Inc., has a strong reputation and believes their residential communities will continue to meet the residential needs of this growing area. Over the last few years, Blue Sky Construction, Inc., has constructed several significant projects including General's Retreat, General's Run, Cottages on Clark, and many home rehabilitation projects.



General's Retreat



North Church Street



General's Landing



General's Run



Cottages on Clark

Hidden River Estates

PLANNED UNIT DEVELOPMENT



HIDDEN RIVER ESTATES MASTER PLAN

Project Summary

Hidden River Estates

PLANNED UNIT DEVELOPMENT

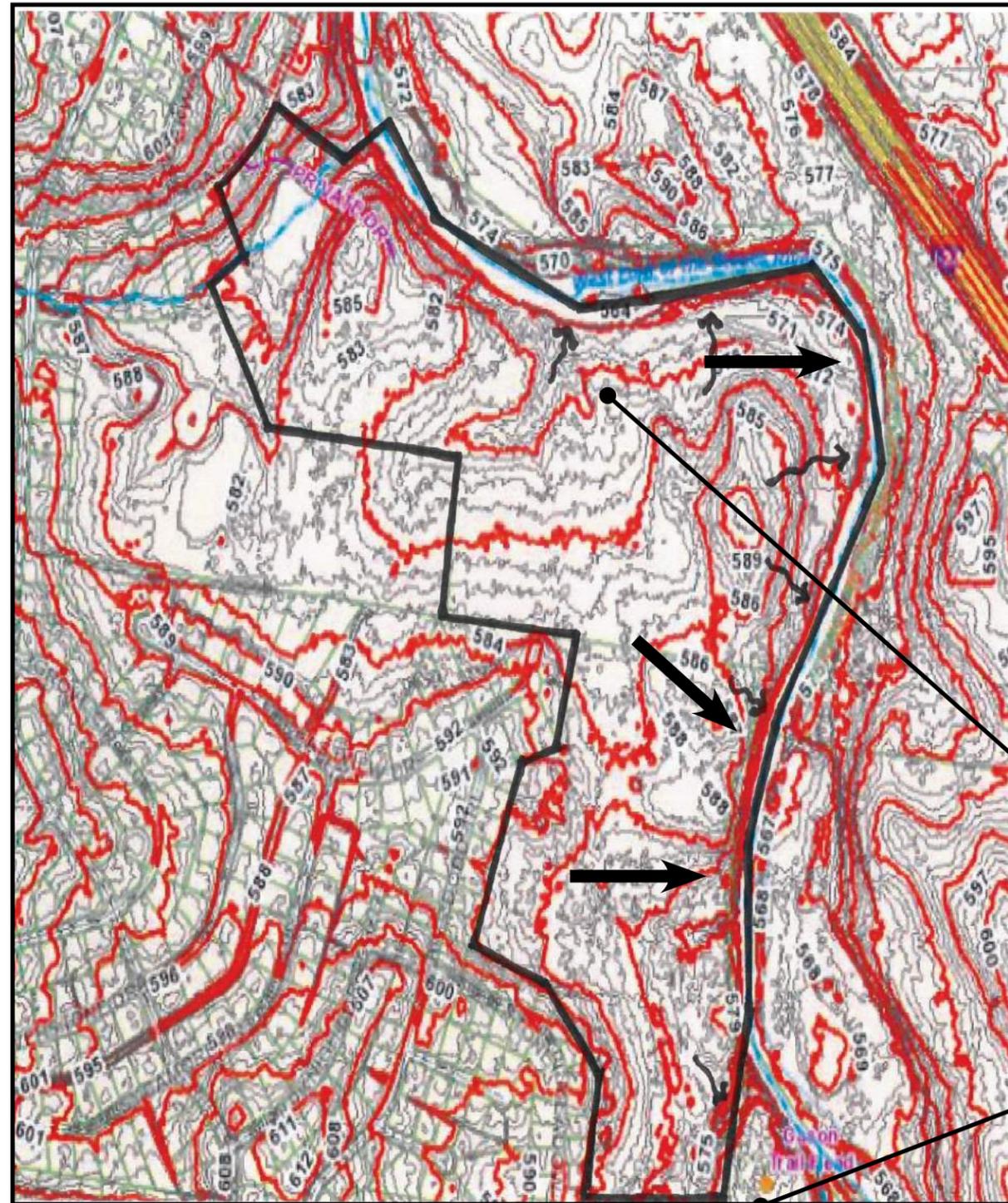
The purpose of this rezoning request is to create Hidden River Estates, a planned unit development, consisting of 120.2 Acres located along the Stones River on the Southwest side of Murfreesboro. Hidden River Estates will consist of 5 different home types, ranging from single-level homes, smaller townhomes, luxury 3 story townhomes and custom designed single-family residences on private lots, forming small neighborhoods of each sub-type of home. This PUD will include over 5 acres of recreational open space, 2 miles of internal walking trails, 2 amenity centers (serving both sides of the development), 2 private access points connecting to the Cason Trail Greenway, a small commercial node, private (YELP/Siren Operated Sensor(SOS) allowed) gated access, and a kayak launch to the Stones River. The PUD can be referenced as Parcel 3.10, 3.11 Tax Map # 101, Parcels 6.00, 7.00, Group A, Tax Map 101E. The development is designed to be a gated community with a total of 602 townhomes and 18 estate homes with a density of 5.16 units per Acre.

Access to the site will be by 3 access points: Southeast Access via Cason Trail (Southern Access), Northwest Access via Racquet Club Drive (Northern Access), and Middle Access via an extension to Eastview Drive (Middle Access). Each entrance will have formal landscaping, gated access and apportioned architectural elements, Northern and Southern Entrances allow for direct access to the respective amenity centers, and feature YELP or Siren Operated Sensor (SOS) emergency open gates. This healthy living community design will have several controlled access points connecting to the Cason Trail Greenway, a kayak launch to the Stones River (with an adjacent private bike & kayak storage building), and 2 miles of interior sidewalk & natural walking trails. The developer has acquired an additional 16 acre tract of land located on the southern side of Cason Trail, to create a direct public connection to New Salem Road (US HWY 99), a major arterial roadway, for the future residents of Hidden River Estates and the surrounding neighborhoods. This newly acquired land will be developed separately from this PUD, for single family homes. The constructed roadway will be completed prior to the construction of Phase 1 of the Hidden River Estates development, to allow for the new connection to serve as construction access for the Hidden River Estates development. The developer intends to donate portions of the land to the Greenway System & the City of Murfreesboro for the expansion of the area and amenities at the Cason Trail Greenway.

The development has five different townhome types: The River Row, The Landings, The Villas, The Cottages & The Estates.

Type	Quantity of Units	Square Footage	Bedrooms	Garage / Surface Parking	Required Parking Spaces	Provided Parking Spaces
River Row	64	2000 – 3500	4 Bdrms – 16 3 Bdrms – 48	2 Car Garage & 2 Car Carport	230	281
The Villas	196	1300 – 2200	3 Bdrms – 120 2 Bdrms – 76	2 car Surface	647	653
The Landings	106	1400 – 2800	3 Bdrms – 66 2 Bdrms – 40	1 or 2 Car Garage	306	360
The Cottages	236	1800 – 2500	3 Bdrms – 180 2 Bdrms – 56	1 or 2 Car Garage	718	1000
The Estates	18	2500 min.	Custom	Custom	N/A	72

Topography



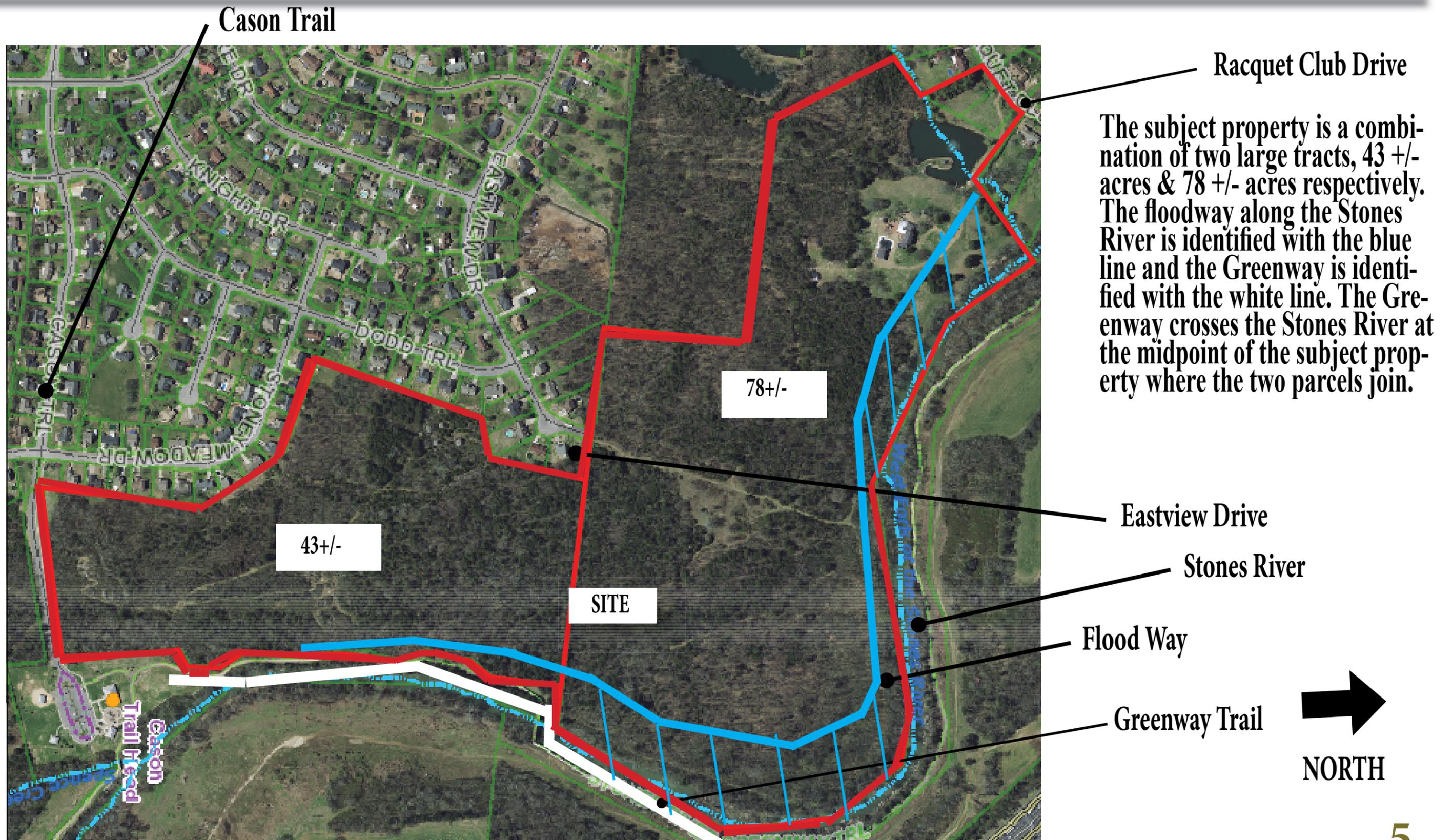
The subject property is located along the Murfreesboro Greenway & Stones River to the East. The topography of the site is relatively flat, with several natural swales leading towards the river; the topography drops at a modest rate from west to east towards the river.



SITE

Cason Trail Greenway
Trail Head

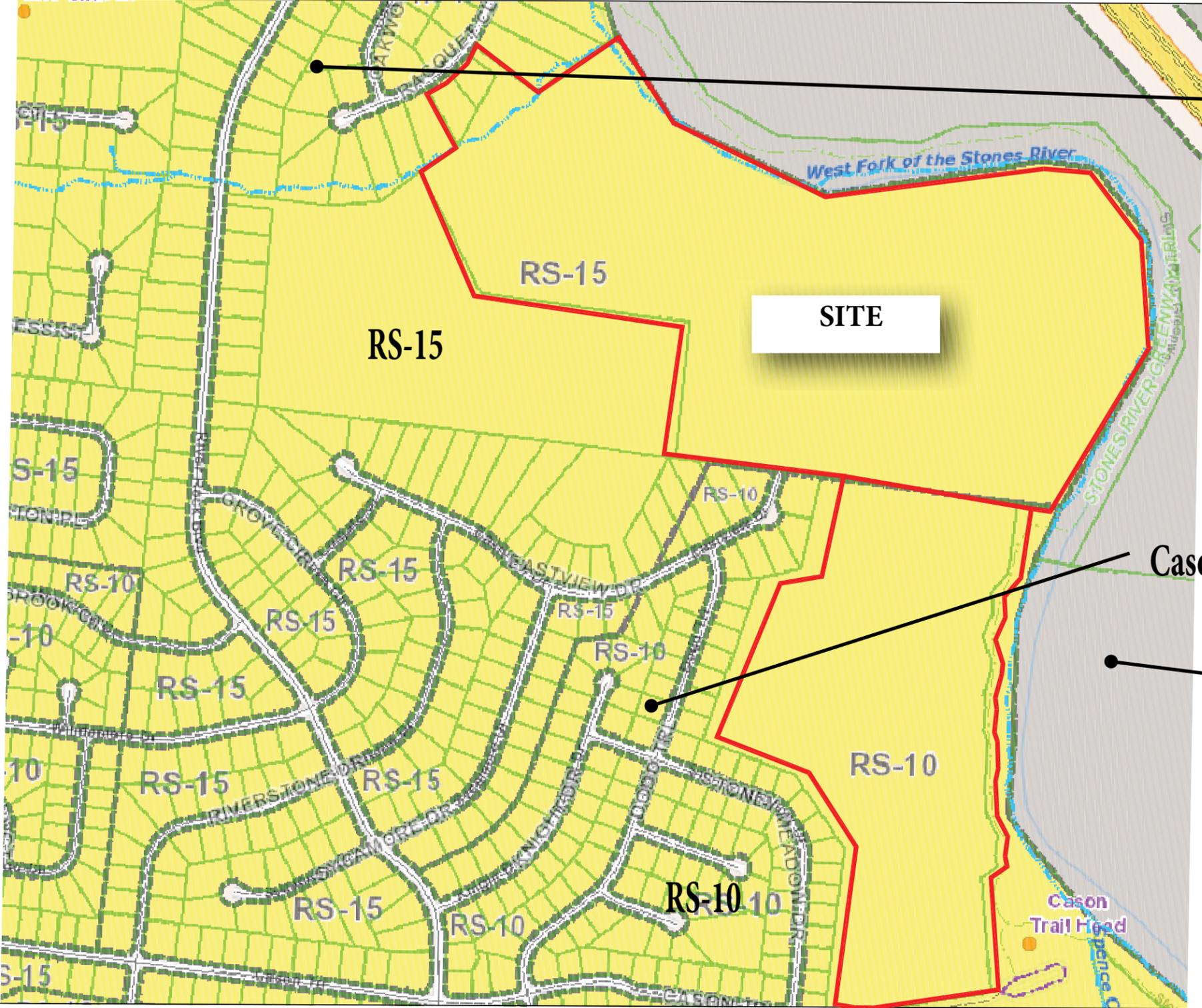
Aerial Map



Adjacent Zoning

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Cason Grove Estates

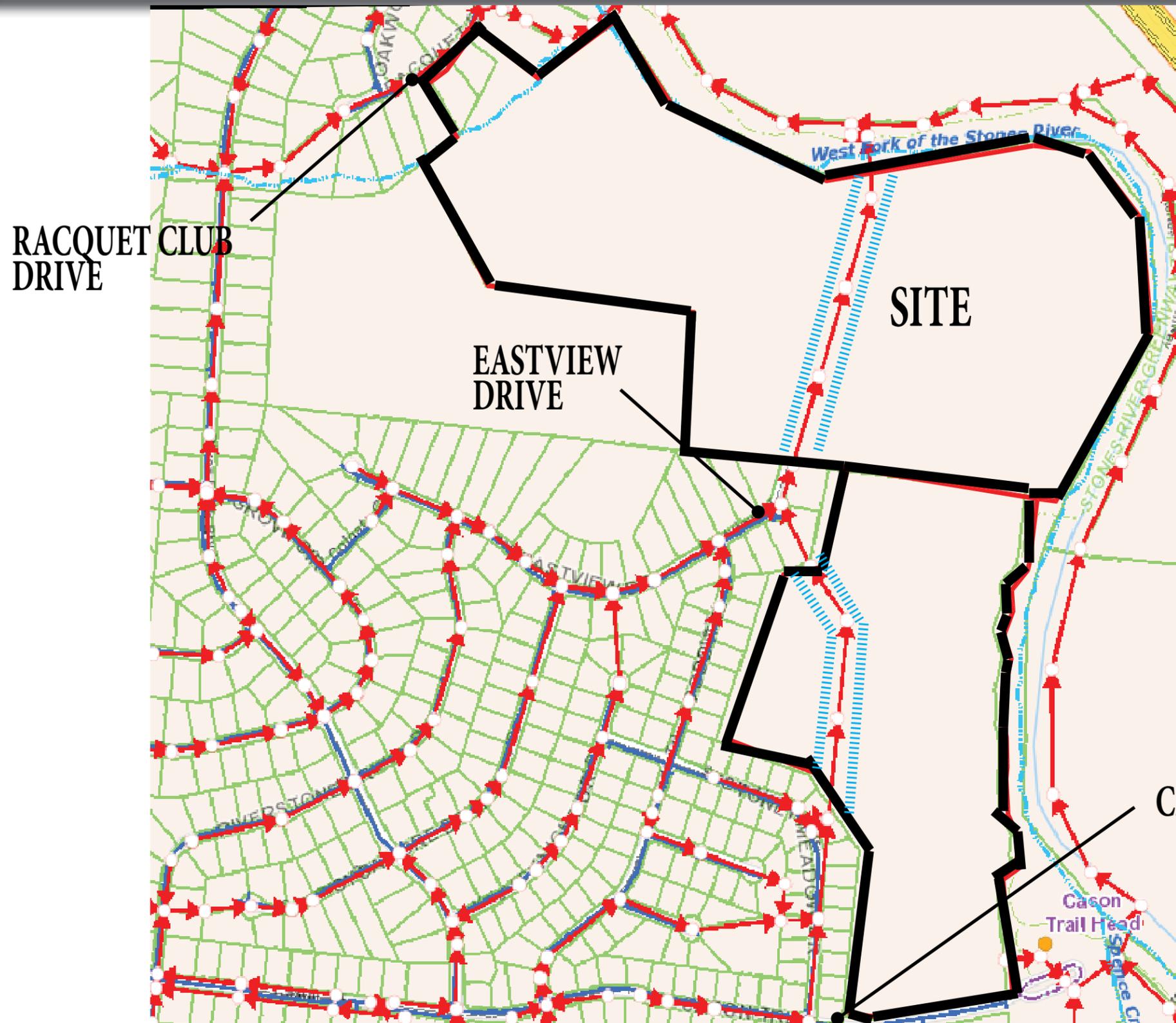
The subject property is bordered by RS-10 on the Southern boundary and Western border. To the North is zoned RS-15; to the East, across the Stones River is zoned L-I. The proposed zoning for the subject property is as a Planned Unit Development (PUD) with a combination of townhouse types.

Cason Grove

(L-I) INDUSTRIAL ZONING



Existing Utilities



Legend

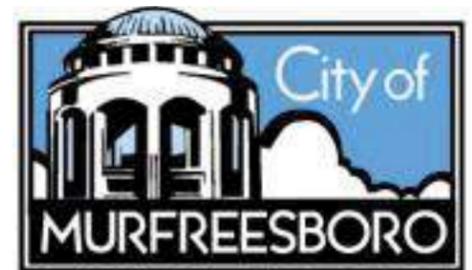
Existing Utilities

Red = 8" Sanitary Sewer

Blue = 8" Water

||||| = Sewer Easement

Existing Infrastructure Providers:



WATER & SEWER DEPARTMENT

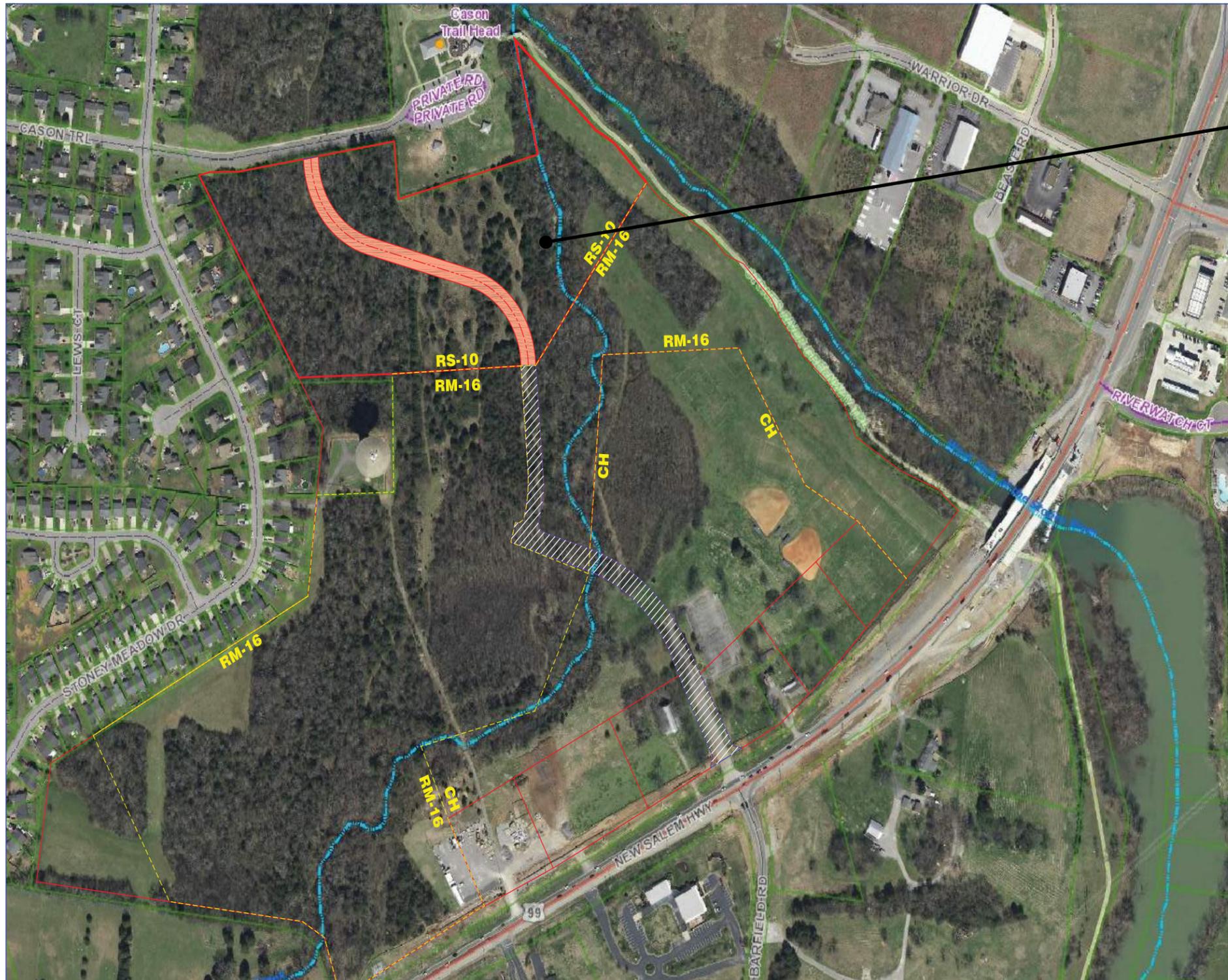


NORTH

Site Connectivity

Hidden River Estates

PLANNED UNIT DEVELOPMENT



NEWLY ACQUIRED 16 ACRES

The developer has acquired an additional 16 acre tract of land located on the southern side of Cason Trail, to create a direct public connection to New Salem Road (US HWY 99), a major arterial roadway, for the future residents of Hidden River Estates and the surrounding neighborhoods. This newly acquired land will be developed separately from this PUD, for single family homes. The constructed roadway will be completed prior to the construction of Phase 1 of the Hidden River Estates development, to allow for the new connection to serve as construction access for the Hidden River Estates development. The developer intends to donate portions of the land to the Greenway System & the City of Murfreesboro for the expansion of the area and amenities at the Cason Trail Greenway.

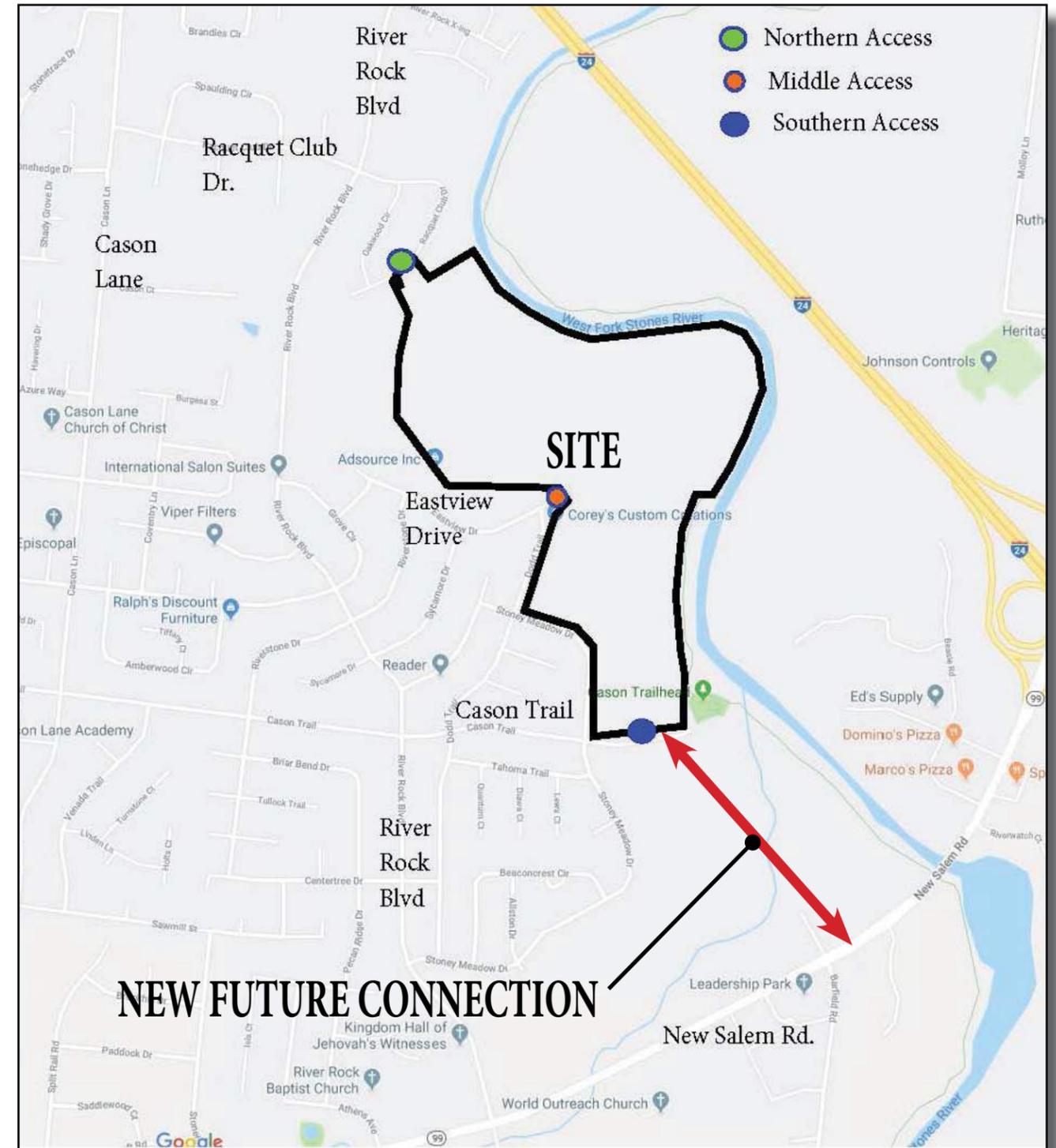
Site Connectivity (Cont.)

The development is served by several access roads. The southern entrance will be accessible via Cason Trail, the northwestern entrance will be accessible via Racquet Club Drive, the middle development access will be via Eastview Drive (an extension to which will be incorporated within the development site) and Dodd Trail.

The western border of the development is bound by Dodd Trail & Eastview Drive and the Cason Trail Subdivision. The northwestern border of the development is Racquet Club Drive.

Accessing the Site:

Interstate 24 (North/South)	Expressway / Freeway
From US Hwy 99 (New Salem Road)	Major Arterial Connector
River Rock Blvd	Community Collector
Cason Trail	Residential Collector
Stony Meadow Drive	Residential Sub Collector
From TN Hwy 96 (Franklin Road)	Major Arterial Connector
Cason Lane	Community Collector
Racquet Club Drive	Residential Collector
River Rock Blvd	Community Collector

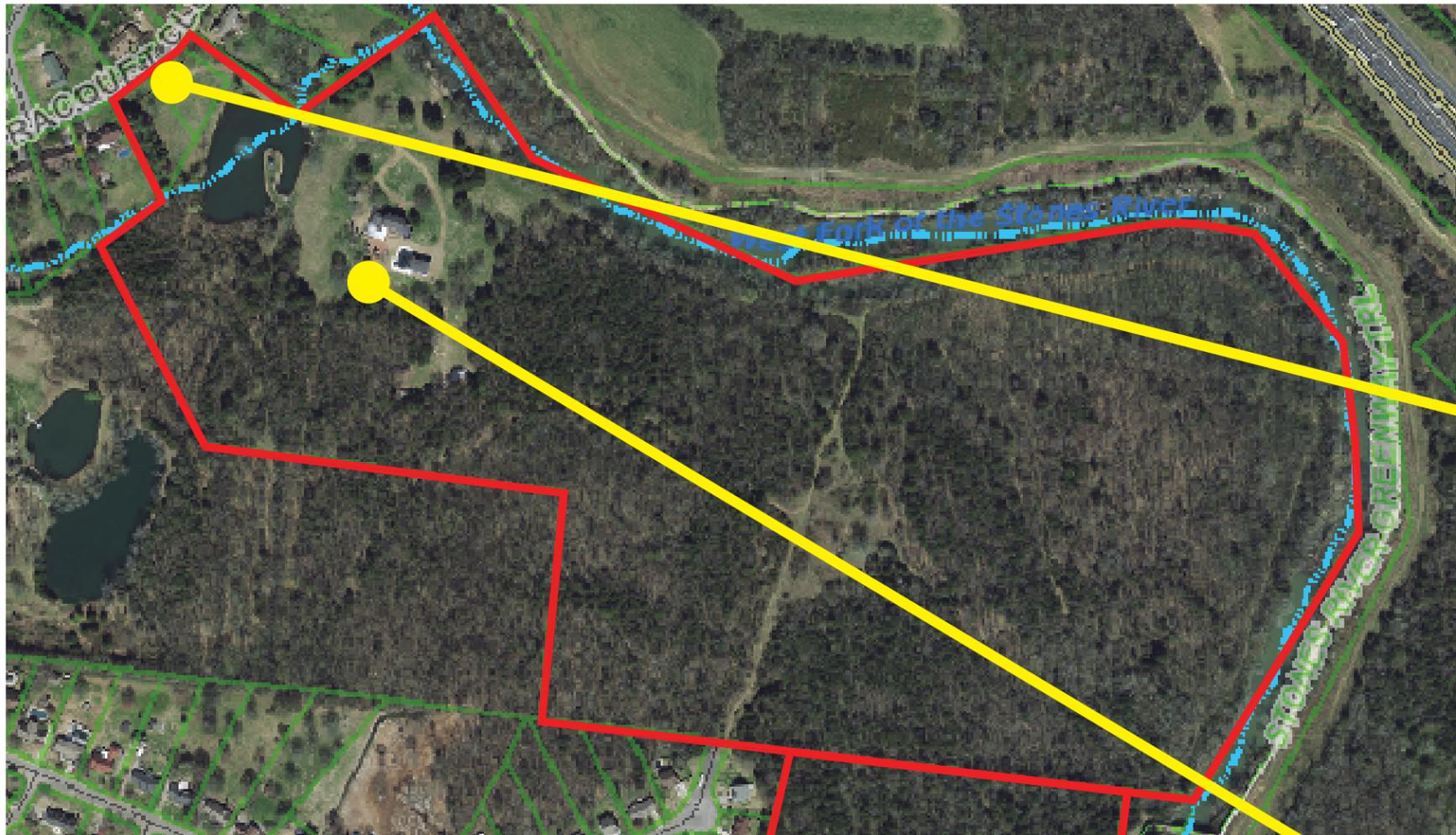


Existing Condition Pictures - North

Hidden River Estates

PLANNED UNIT DEVELOPMENT

Aerial view of subject property.



Existing northern entrance off of Racquet Club Drive



Existing Residence (To be converted to future club house)

Existing Condition Pictures - South

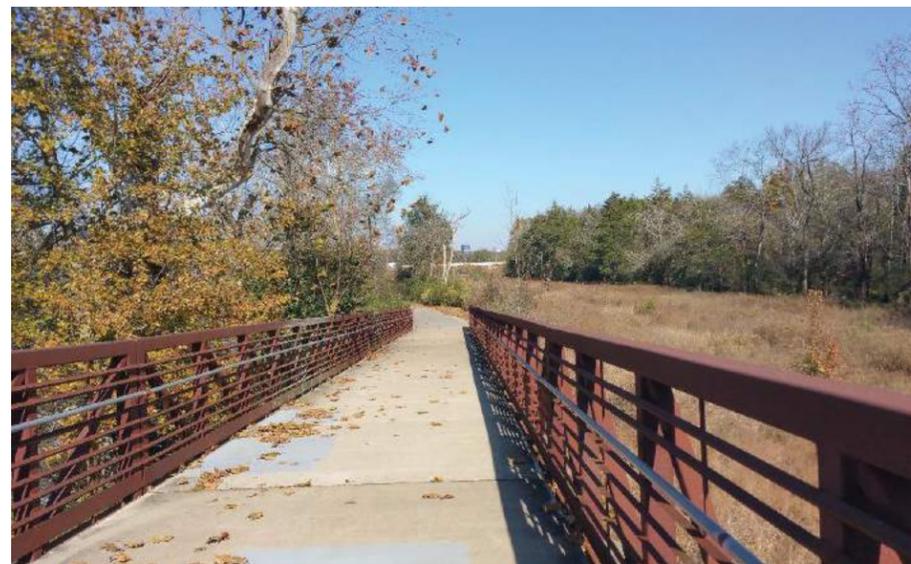
Hidden River Estates

PLANNED UNIT DEVELOPMENT

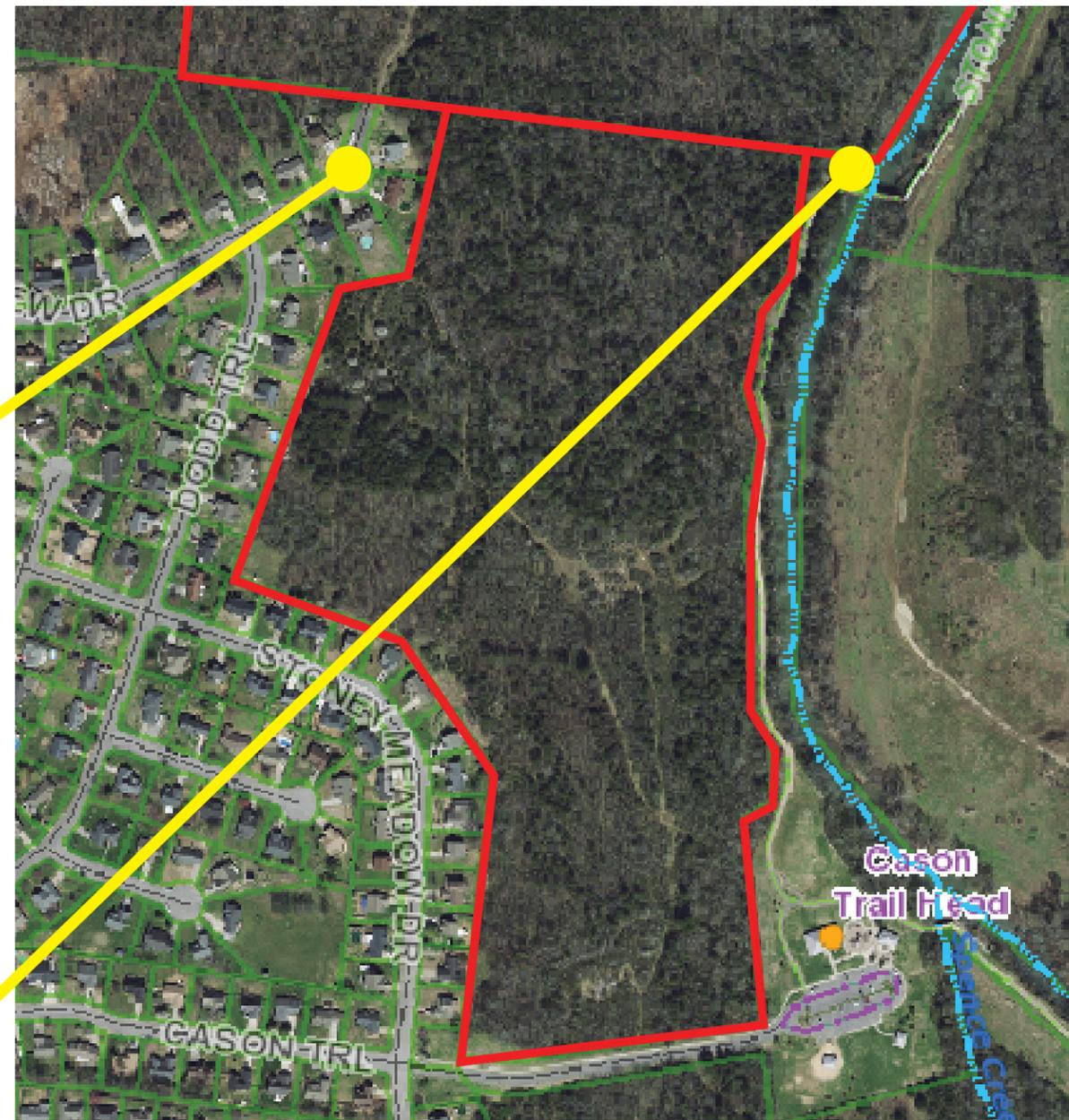
Aerial view of subject property.



End of Eastview Drive



View of greenway with I-24 in the background

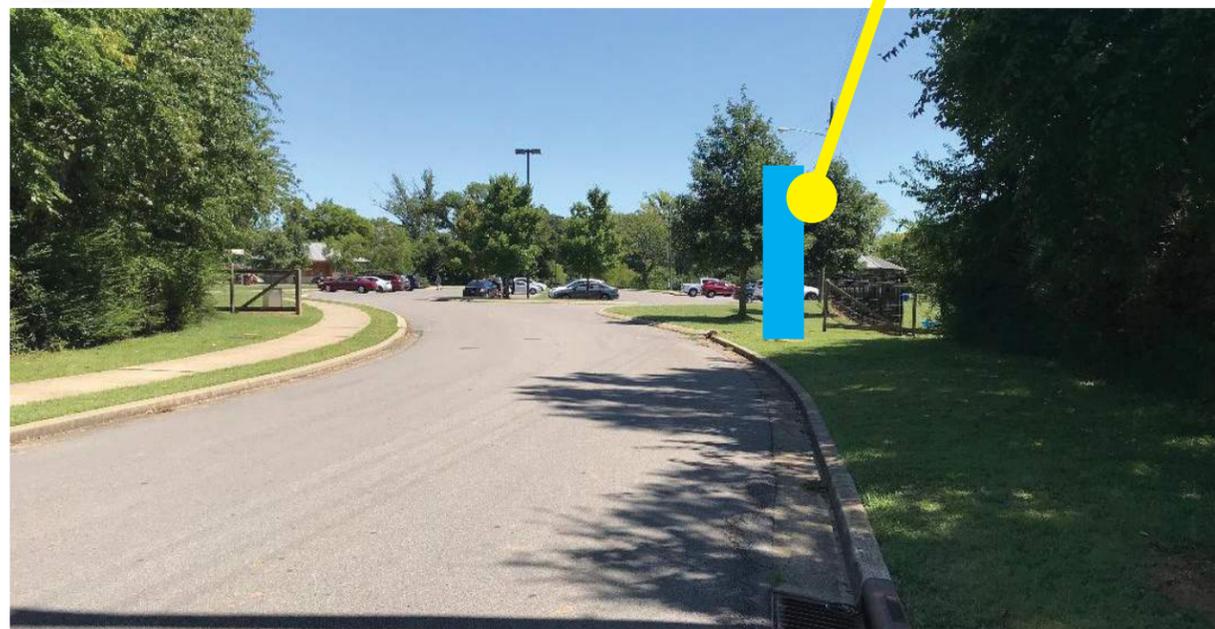


Existing and Future Trailhead Gate Location



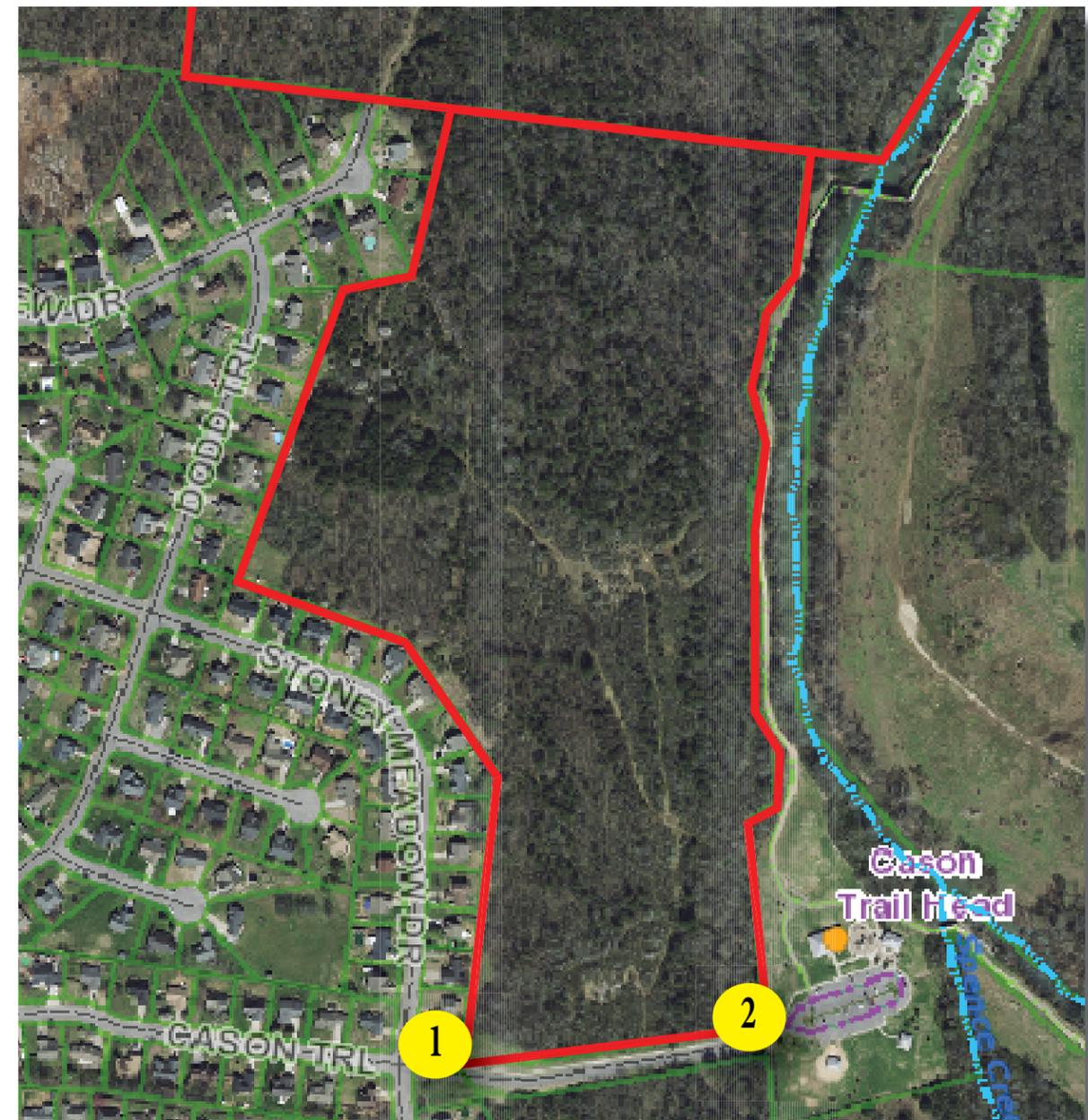
1 Current location of trail head gate

Future gate location

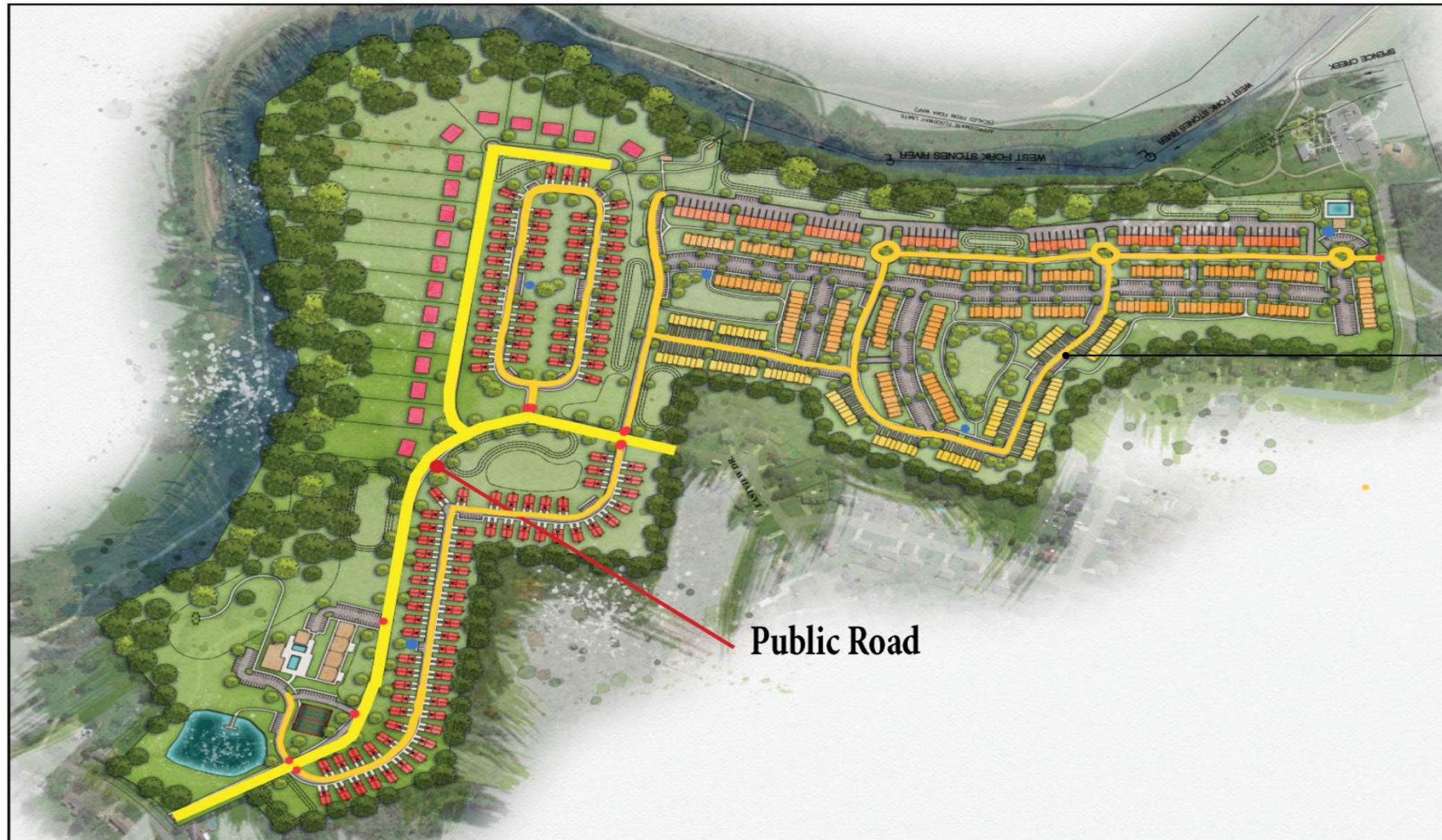


2 Proposed location of trail head gate

Aerial view of subject property.



Public and Private Roads Exhibit



Private Road

Public Road

● Gate Locations

● Mailbox Kiosk

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Conceptual Site Plan



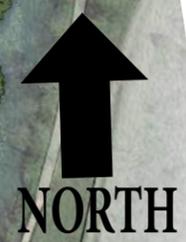
This development is a gated private community which will be governed by an HOA. The HOA will be responsible for maintaining all common area and shared amenities. Homes will be sold as horizontal property regimes.

Hidden River Estates

PLANNED UNIT DEVELOPMENT

Conceptual Site Plan (North)

Site Data:
Total Acreage: 120 AC
Existing Zoning: RS-10 & RS-15
Proposed Zoning: Planned Unit Development (PUD)
Max Units: 620
Unit Density: 5.16 Units Per Acre



MATCH LINE A-A

Conceptual Site Plan (South)



Wetland area to be mitigated via a off-site wetland bank. The developer will not be seeking an amendment of this PUD related to wetland mitigation.

The River Row Neighborhood

FRONT ELEVATIONS



Metal Railing

Precast Stone

Brick

Hardie Board

Roof Top Patio



ROOF TOP PLAN

REAR ELEVATIONS



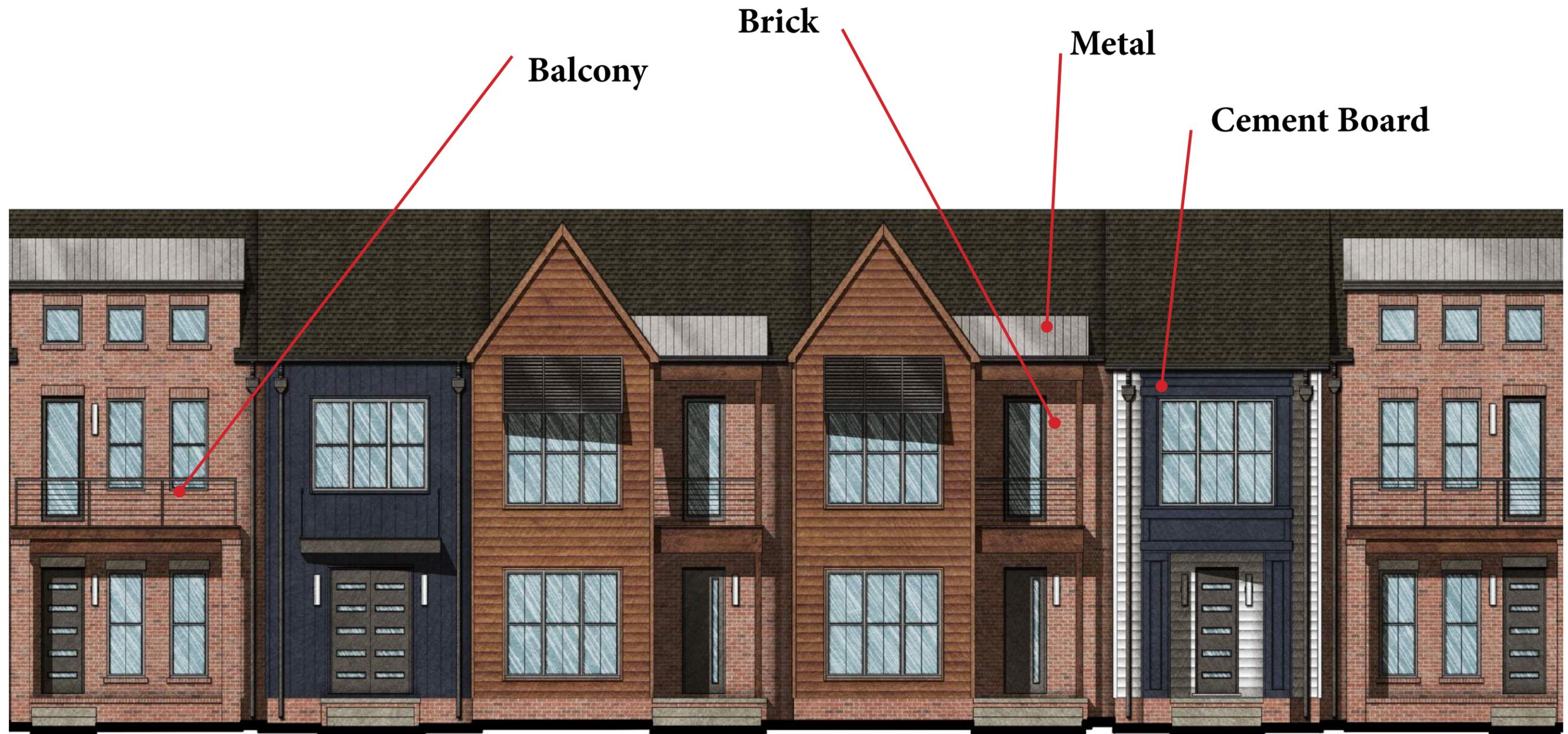
Carport Deck

Garage

The River Row - Neighborhood Detail

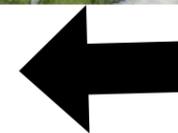


HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES REQUIRED/PROVIDED
The River Row	2000 S.F. (Min)	3 Story	Brick	16 - 4 Bdrm	2 Car Garage	20' Min.	230/280
			Stone	48 - 3 Bdrm	2 Car Carport		



Front Elevations

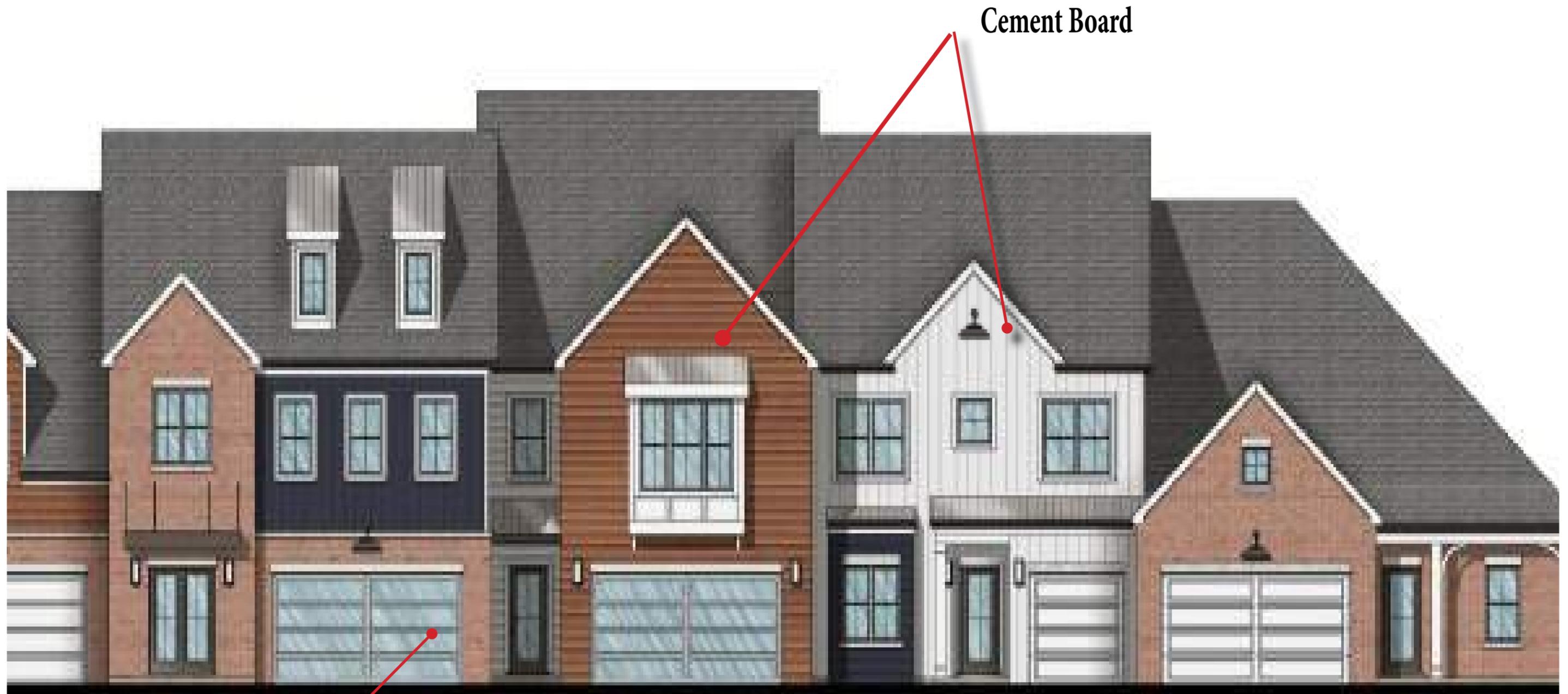
The Villas - Neighborhood Detail



NORTH

HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	PARKING SPACE WIDTH	SPACES REQUIRED/ PROVIDED
The Villas	1400 S.F. (Min)	2 Story	Brick Metal Cement Board	120 - 3 Bdrm 76 - 2 Bdrm	Surface Parking	9' Min.	647/653

The Landings Neighborhood



Cement Board

Decorative Garage Doors

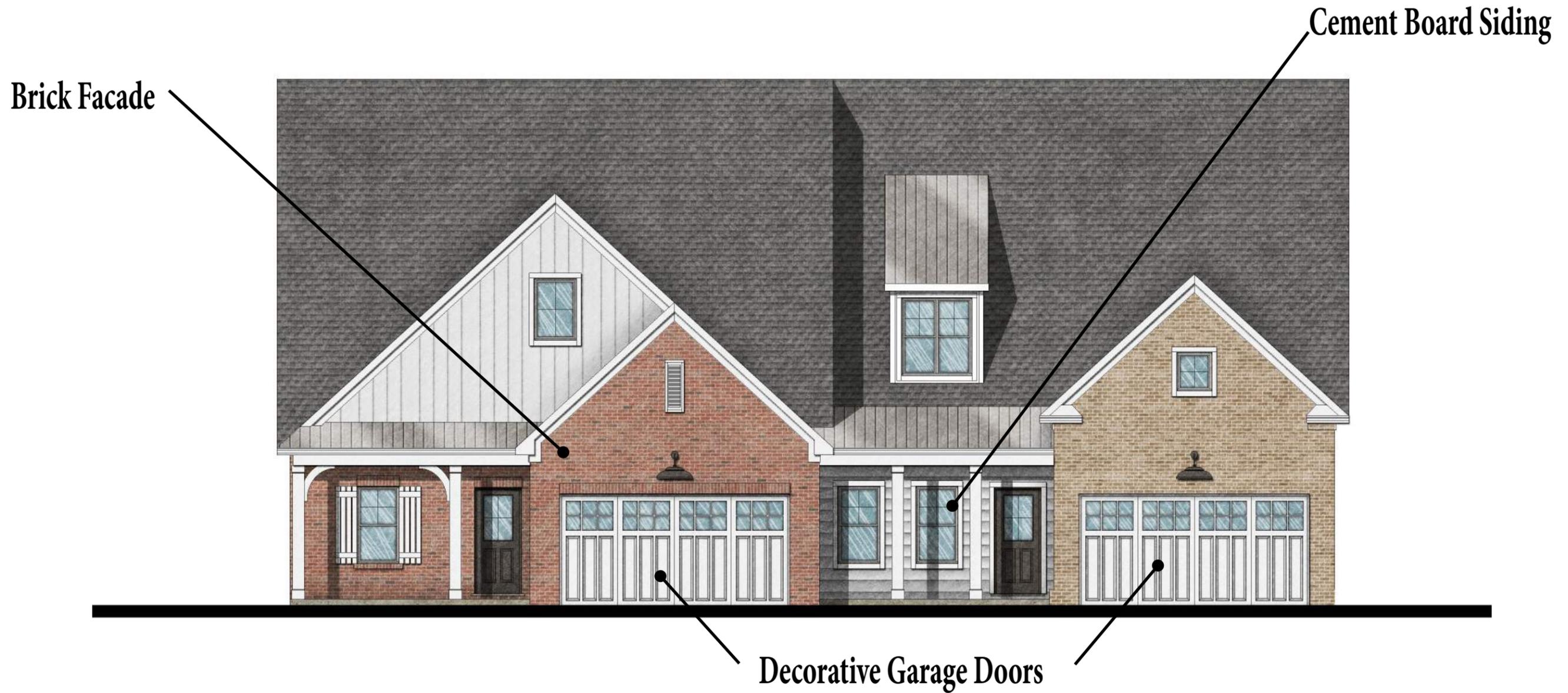
FRONT ELEVATION

The Landings - Neighborhood Detail



HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES REQUIRED/PROVIDED
The Landings	1300 S.F. (Min)	2 Story	Brick Cement Board	66 - 3 Bdrm 40 - 2 Bdrm	1 & 2 Garage 2 Driveway	20' Min.	306/360

The Cottages Neighborhood



The Cottages - Neighborhood Detail



HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES REQUIRED/PROVIDED
The Cottages	1800 S.F. (Min)	1 1/2 Story	Brick Cement Board	180-3 Bdrm 56 - 2 Bdr	2 Garage 2 Driveway	20' min.	718/1000

The Estates Neighborhood



The Estates - Neighborhood Detail



NORTH

HOME TYPE	SIZE	STORY	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES PROVIDED
The Estates	2500 SF (Min)	3 Story Max.	Custom	Custom	Custom Min. two car garage	20' min.	72
* All plans will be subject to architectural review committee approval.							

South Amenity Center

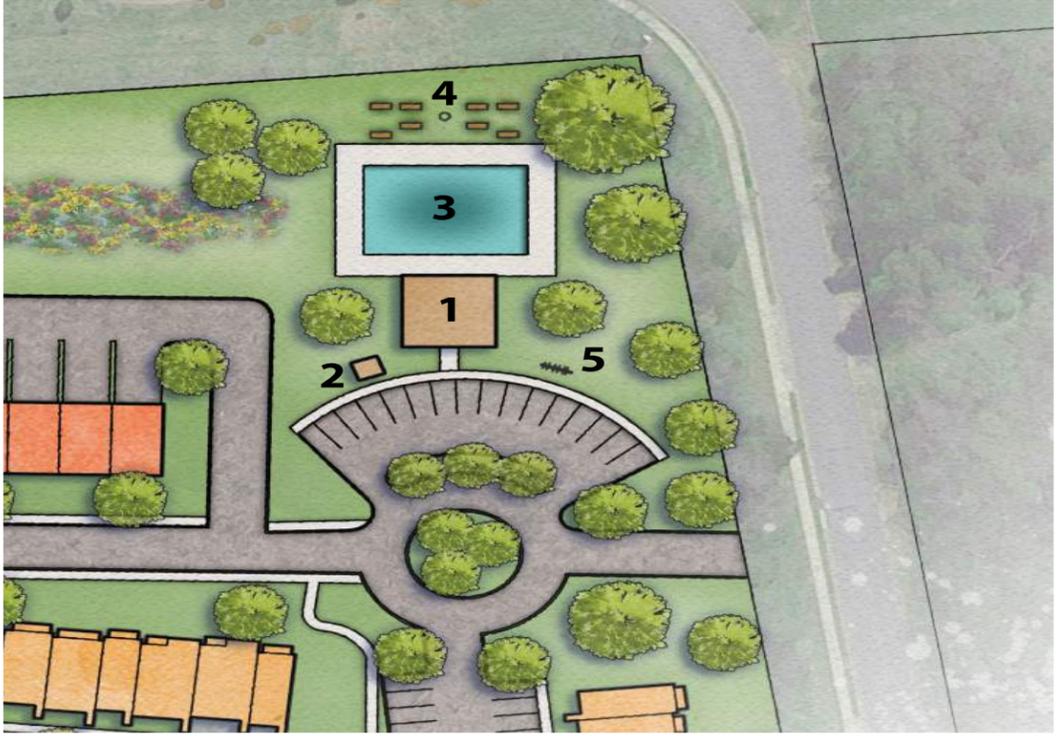
Hidden River Estates

PLANNED UNIT DEVELOPMENT



Pavilion Style

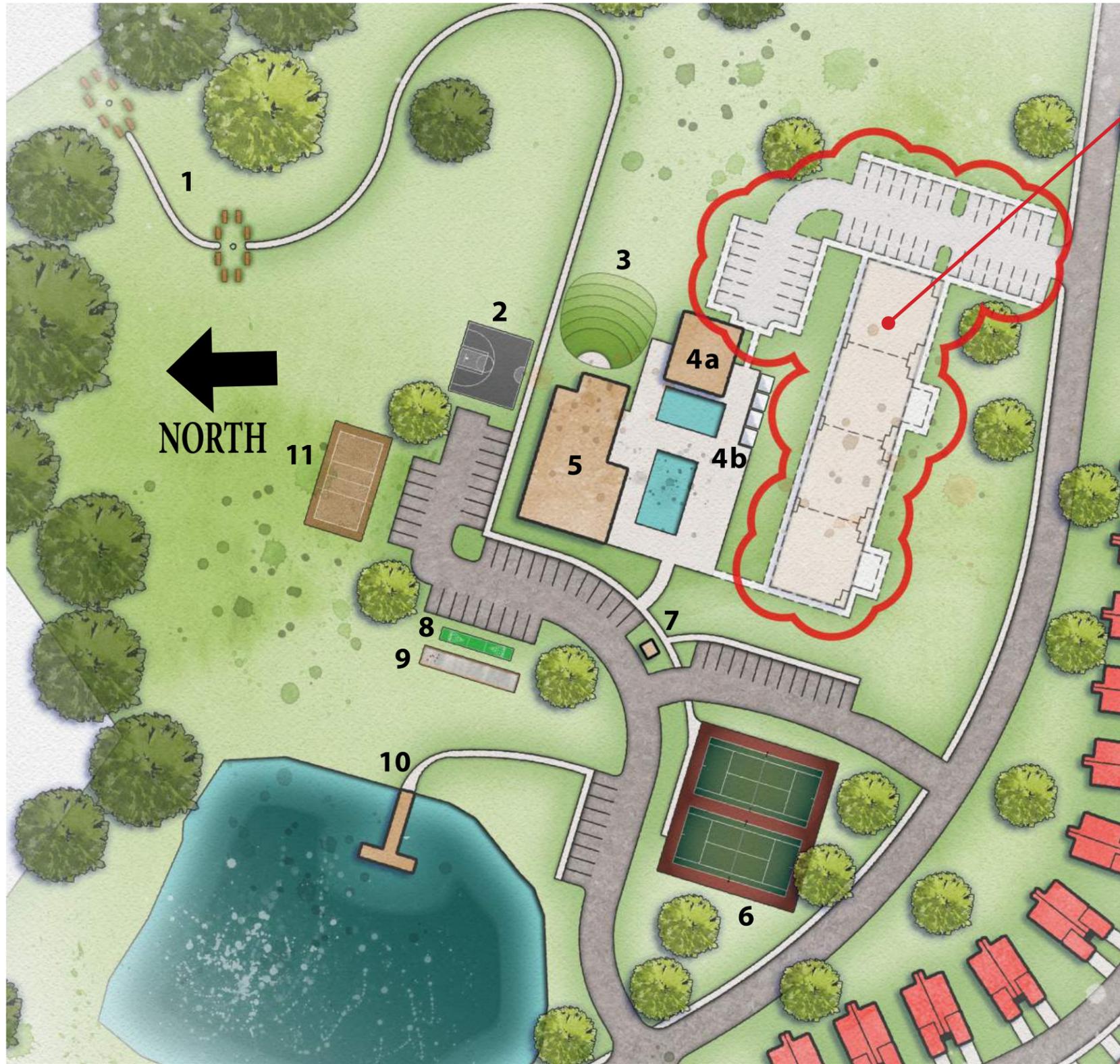
AREA	MAP #	FEATURES	MATERIALS	PARKING
Amenity Area South	1	Pavilion/Restrooms	Brick	15 Spaces
	2	Mail Kiosk	Stone	
	3	Pool	Wood	
	4	Picnic Area		
	5	Bike Rack		



North Amenity Center

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Future commercial site to service neighborhood

AREA	Map #	FEATURES	MATERIALS	PARKING
Amenity Area North	1	Picnic Area	Brick	103 Spaces
	2	Half Court Basketball	Stone	
	3	Formal Gathering/ Event Lawn	Wood	
	4a	Pools and Cabana		
	4b	Private Cabana		
	5	Club House		
	6	Tennis and Pickleball Court		
	7	Mail Kiosk (Relocated)		
	8	Shuffle Board		
	9	Bocce Ball		
	10	Private Pond and Dock		
11	Sand Volleyball			

Conceptual Landscape Plan

Buffer Planting Types



Street Tree



Street Tree

Type 'D' Buffer
(Where there are gaps in the existing tree)

Min. 15' existing vegetation to remain undisturbed where feasible



White Pine



Southern Magnolia



Forsythia



Skip Laurel



Green Giant Arborvitae



Leyland Cypress

Development Characteristics

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Proposed Street Light



Proposed Signage



Proposed Clock Tower



Typical Bench

Development Characteristics Cont.

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Greenway
Access Points



Typical Concept Kayak
Storage Facility

Kayak
Storage Kayak
Launch

Open Space Plan

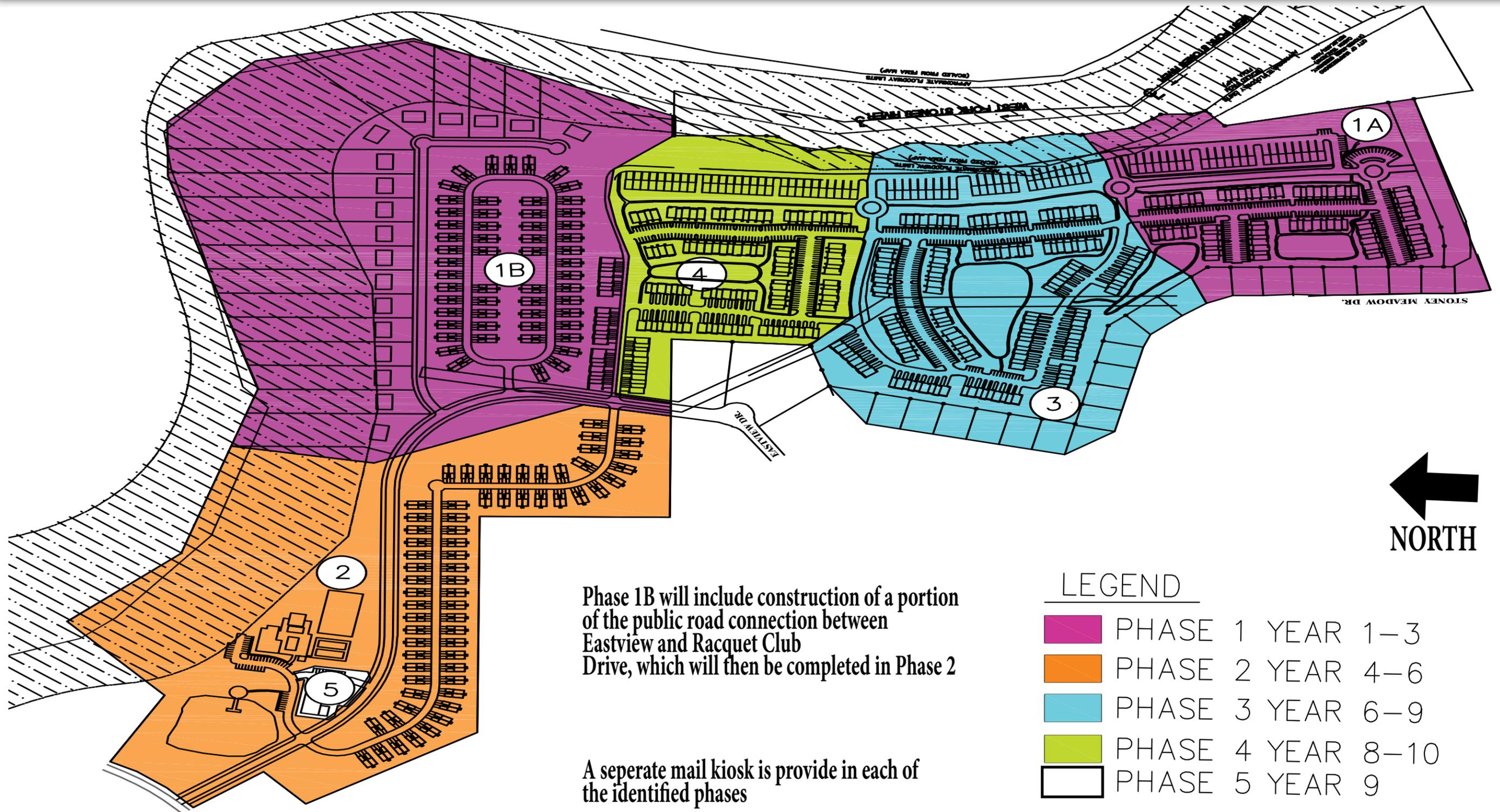
Hidden River Estates

PLANNED UNIT DEVELOPMENT



Open Space Requirements:			
Type of Open Space	Required Acreage	% Allocation	Provided Acreage
Informal	24 AC	20%	30 AC +/-
Formal / Active	6 AC	5%	10 AC +/-

Phasing Plan



Phase 1B will include construction of a portion of the public road connection between Eastview and Racquet Club Drive, which will then be completed in Phase 2

A separate mail kiosk is provided in each of the identified phases

LEGEND

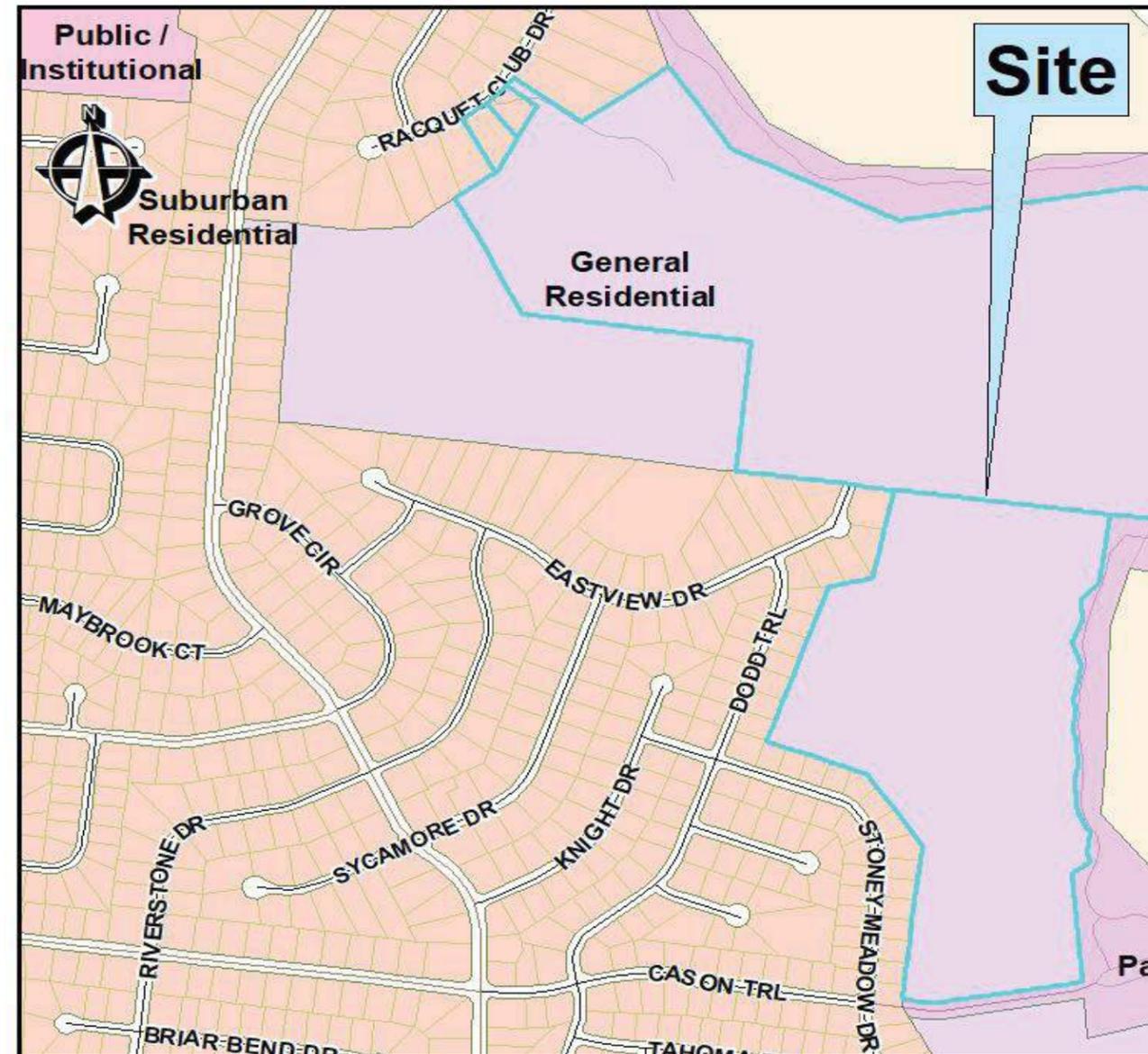
	PHASE 1	YEAR 1-3
	PHASE 2	YEAR 4-6
	PHASE 3	YEAR 6-9
	PHASE 4	YEAR 8-10
	PHASE 5	YEAR 9

* Phasing subject to sales and market conditions

2035 Plan Recommendation

Hidden River Estates

PLANNED UNIT DEVELOPMENT



The 2035 Comprehensive Plan identifies the subject property as Auto-Urban (General) Residential Character. The potential of developing a townhome development which calls for higher density housing is consistent with the 2035 Comprehensive Plan. This character classification allows for a density of 8.62 units per acre; we are proposing a density of 5.16 units per acres, only 67% of the maximum allowance.

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Future Commercial Center Concept

Hidden River Estates

PLANNED UNIT DEVELOPMENT

Concept Image



Commercial Site



The Hidden River Estates Commercial Center will provide neighbor services which will meet the needs of the development and surrounding community. The 15,000 SF commercial node will be scaled and designed consistent with the development. We anticipate this node to be constructed in Phase 5 of the development.

Proposed Allowable & Permitted Uses for Commercial Space with in PUD for Hidden River Estates

- | | | |
|--------------------------------|-----------------------|---------------------------------|
| Animal Grooming Facility | Bakery, Retail | Coffee, Food, or Beverage Kiosk |
| Delicatessen | Flower or Plant Store | Health Club |
| Restaurant and Carry-Out Rest. | Restaurant, Specialty | Restaurant, Specialty - Limited |
| Sauna | | Specialty Shop |

Planned Development Criteria

General Applicability Per Section 13 - Planned Development

- 1. Ownership and division of land:** *The site is owned by Betsy C. Johns and Blue Sky Construction, Inc.. The lots are currently zoned RS-15 and RS-10 in the City of Murfreesboro.*
- 2. Waiver of BZA action:** *No action of the BZA shall be required for approval of this planned unit development.*
- 3. Common open space:** *Open space will be provided throughout the property.*

TOTAL ACRES	120 +/- AC.
TOTAL OPEN SPACE	81 AC.
OPEN SPACE PROVIDED	24 AC.
FORMAL OPEN SPACE REQUIRED	6 AC.
FORMAL OPEN SPACE PROVIDED	9.5 AC.

- 4. Accessibility to site:** *The property is accessible from Cason Trail, Eastview Drive, and Racquet Club Drive.*
- 5. Off street parking.** *See sheet for 3 parking calculations.*
- 6. Pedestrian circulation:** *Sidewalks will be added throughout the development.*
- 7. Privacy and screening:** *A Type D buffer will be provided along the western property line. (Sh. 29)*

8. Zoning and subdivision modifications proposed: *The property owner is requesting the property be rezoned from the current RS-10 and RS-15 to a Planned Unit Development.*

9. Phasing: *The project shall be completed in 5 phases. (sh. 33)*

10. Annexation: *Annexation is not requested with this zoning request.*

11. Landscaping: *Landscaping buffers and perimeter yard planting will be included with the site plan. A Type D buffer will be provided on the western property line. and the perimeter planting yards will occur on the remaining property line. (sh. 29)*

12. Major Throughfare Plan: *The PUD is consistent with the Major throughfare plan.*

13. Applicant contact information: *Contact information is located on sheet 1.*

14. Proposed Signage: *Signage location is depicted on Sheet 30 and will be consistent with the proposed materials on the structures.*

Planned Development Criteria (Cont.)

Section 13 – Project Development Criteria Requirements

1. Identification of existing utilities: *Shown in pattern book sheet 7*
- 2/3. Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: *Shown in pattern book sheets 10-12.*
- 4/5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: *Shown in pattern book sheets 13-29*
6. Development schedule: *The project is currently being projected to start in the next few years, per sheet 33.*
7. Relationship of the planned development to current city polices and plans: *The development complies with 2035 plan & city policies, exceptions noted in # 8. See sheet 33.*

BUILDING SETBACK	RS-A2	RS-10	PUD	
Front	35	40	River Row	25
			Cottages	25
			Villas	25
			Landings	25
			Estates	25
Side	5	10	River Row	10
			Cottages	5
			Villas	5
			Landings	5
			Estates	10
Rear	20	30	River Row	20
			Cottages	20
			Villas	20
			Landings	20
			Estates	NA-Floodway
Height	35	35	River Row	45
			Cottages	35
			Villas	35
			Landings	35
			Estates	35

8. Proposed deviation from zoning and subdivision ordinance: *We are requesting the height allowance for the River Row Townhomes to be 45 feet which includes the roof top patios.*
9. Site tabulation data for land area, FAR, LSR, and OSR:

TOTAL SITE AREA	5,227,200
TOTAL MAXIMUM FLOOR AREA	1,488,000
TOTAL DRIVE AND PARKING AREA	971,400
TOTAL LOT COVERAGE	2,459,400
TOTAL LIVABLE SPACE	2,556,960
TOTAL OPEN SPACE	3,568,870
FLOOR AREA RATIO (F.A.R.)	0.42
LIVABILITY SPACE RATIO (L.S.R.)	3.51
OPEN SPACE REQUIREMENTS (O.S.R.)	2.3

10. The nature and extent of any overlay zones as described in Section 24 and 34: *The development is consistent with the 2035 plan for the City of Murfreesboro. See sheet 33.*
11. *Parking allocations will be consistent with City Ordinance, should bedroom quantity change.*

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Hidden River Estates



AMENDED
TRAFFIC IMPACT ANALYSES
for
Hidden River P.R.D.
Cason Trail
Murfreesboro, Tennessee

Prepared For:
W. B. Holdings
6 Public Square
Murfreesboro, TN 37130

Prepared By:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129

August, 2019



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INTRODUCTION	1
EXISTING ROADWAY NETWORK	3
EXISTING TRAFFIC COUNTS	6
TRIP GENERATION	8
TRIP DISTRIBUTION	10
TRIP ASSIGNMENT	10
CAPACITY ANALYSES	14
CONCLUSIONS AND RECOMMENDATIONS	17
APPENDIX A	EXISTING TRAFFIC COUNTS
APPENDIX B	EXISTING INTERSECTION AERIALS
APPENDIX C	CAPACITY ANALYSES

INTRODUCTION

Huddleston-Steele Engineering, Inc., is pleased to provide this summary of our amended traffic impact analyses for the Hidden River Planned Residential Development (P.R.D.), a 622-unit residential townhome development proposed at the east end of Cason Trail and just east of Racquet Club Drive between New Salem Pike (SR 99) and Old Fort Parkway (SR 96) west of Interstate 24 on the west side of Murfreesboro in Rutherford County, Tennessee (see Figure 1). The purpose of these analyses was to determine off-site traffic impacts of the Hidden River P.R.D. at the existing four-leg intersections of Cason Trail with Stoney Meadow Drive and River Rock Boulevard, the existing three-leg intersection of River Rock Boulevard with Stoney Meadow Drive, and the existing four-leg intersection of River Rock Boulevard and Racquet Club Drive. All four of these intersections are located west of the site.

Most of the traffic generated by the Hidden River P.R.D. that will travel through these four intersections will eventually travel through two high volume intersections: the intersection of Old Fort Parkway with Cason Lane and the intersection of New Salem Highway and River Rock Boulevard. Both of these intersections experience high volumes of traffic, and particular turning movements fail during peak hours. Adding the Hidden River P.R.D. traffic to these two intersections will have little to no effect on these intersections since the amount of traffic existing at these intersections is so much greater than traffic generated by the Hidden River P.R.D.

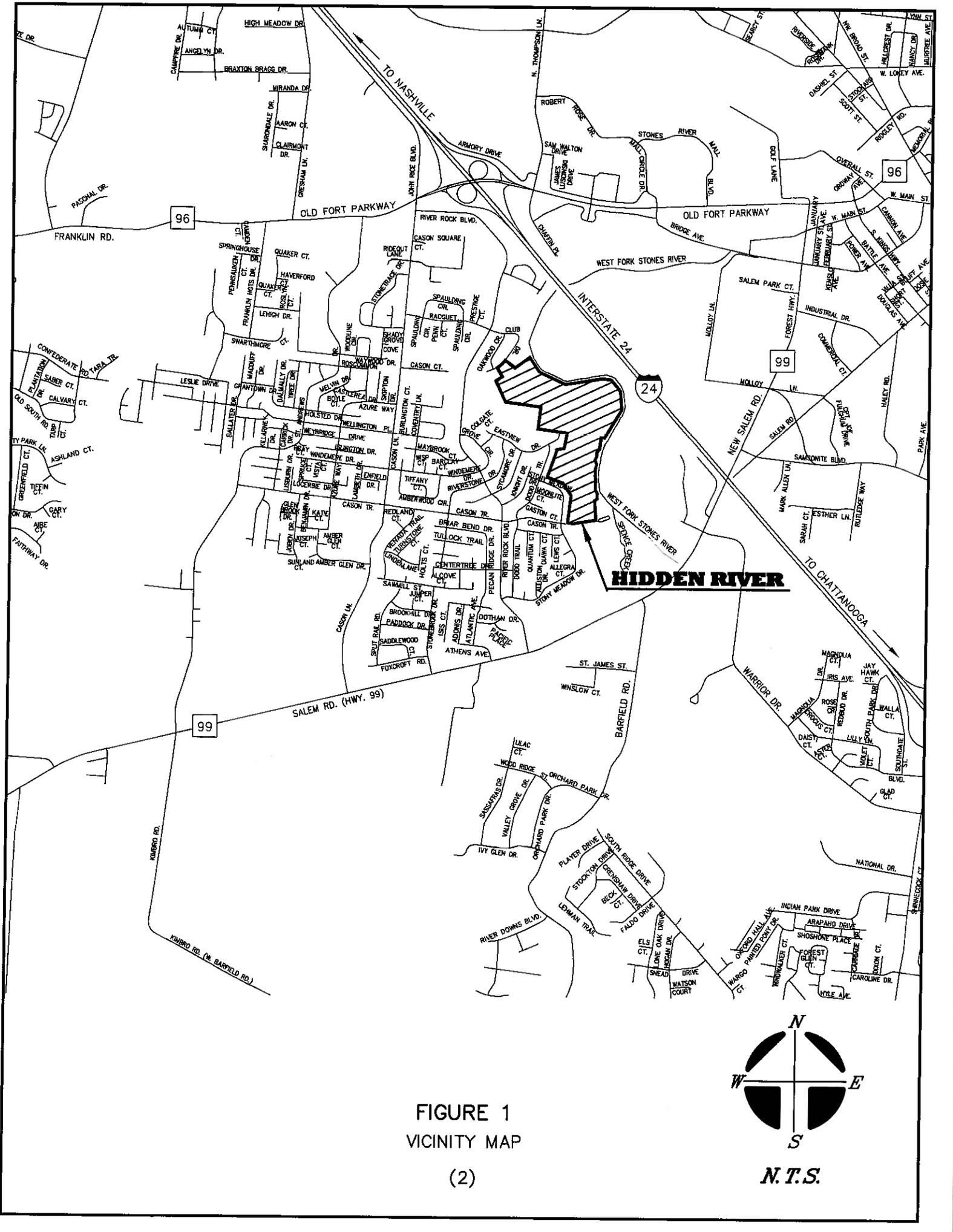
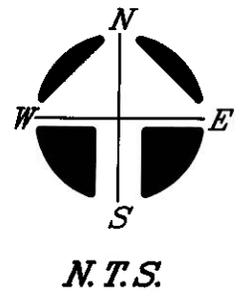


FIGURE 1
VICINITY MAP



N.T.S.

EXISTING ROADWAY NETWORK

The Hidden River P.R.D. is proposed at the east end of Cason Trail and just east of Racquet Club Drive between New Salem Pike (SR 99) and Old Fort Parkway (SR 96) west of Interstate 24 on the west side of Murfreesboro, Tennessee. Access for the Hidden River P.R.D. is to be provided on the south side of the development to the Greenway Trailhead access that extends east of Stoney Meadow Drive as an eastward extension of Cason Trail. The proposed connection to the Greenway Trailhead access will create a three-leg "T" intersection. Access for the Hidden River P.R.D. is to be provided on the north side of the development to Racquet Club Drive. The proposed connection to Racquet Club Drive will create a three-leg "T" intersection. Access for the Hidden River P.R.D. is to be provided near the middle of the development by creating an extension of East View Drive that stubs into this subject property. (See Figure 2.)

Cason Trail is a two-lane curb-and-gutter collector that runs east-west, connecting the Greenway Trailhead to the east to and through St. Andrews Drive to the west. River Rock Boulevard is a two-lane curb-and-gutter collector that runs north-south, connecting Cason Lane to the north and New Salem Pike (SR 99) to the south. Stoney Meadow Drive is a two-lane curb-and-gutter local street generally running north-south, connecting Knight Drive to the north and River Rock Boulevard to the south. Racquet Club Drive is a two-lane curb-and-gutter local street generally running north-south and then east-west across River Rock Boulevard to Cason Trail.

The four-leg intersection of Cason Trail with Stoney Meadow Drive is STOP-controlled with no separate turn lanes; traffic on Cason Trail is stopped. The four-leg intersection of Cason Trail with River Rock Boulevard is STOP-controlled with a separate eastbound right-turn lane on Cason Trail; the Cason Trail traffic is stopped. The three-leg "T" - intersection of River Rock Boulevard with Stoney Meadow Drive is STOP-controlled with no separate turn lanes. Stoney Meadow Drive traffic is stopped at River Rock Boulevard. The four-leg intersection of River Rock Boulevard with Racquet Club Drive is STOP-controlled with no separate turn lanes; traffic on Racquet Club Drive is stopped (See Figure 3.)

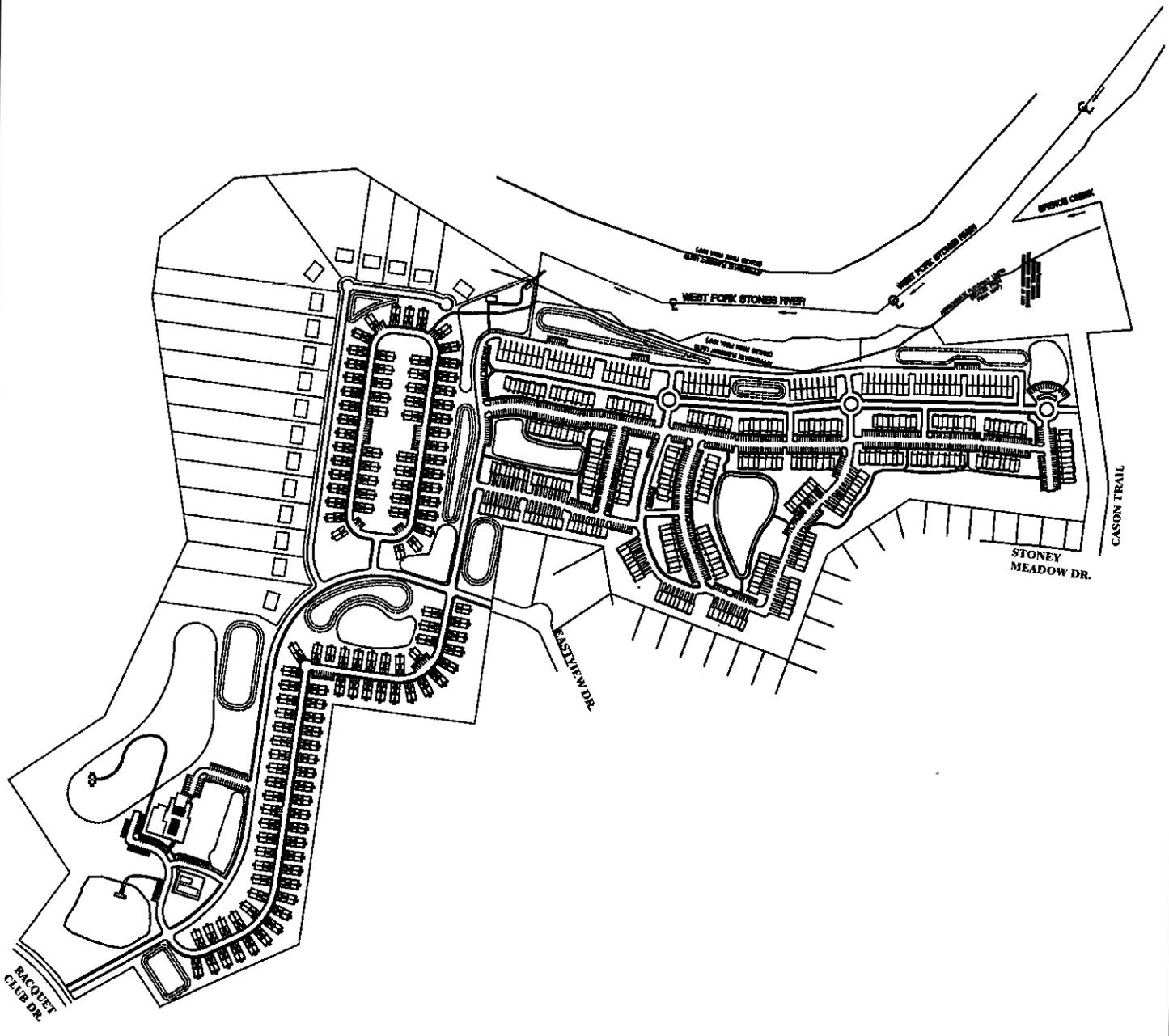
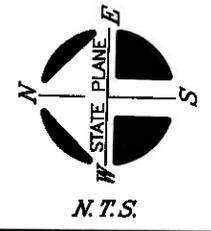


FIGURE 2
PROPOSED DEVELOPMENT
(4)



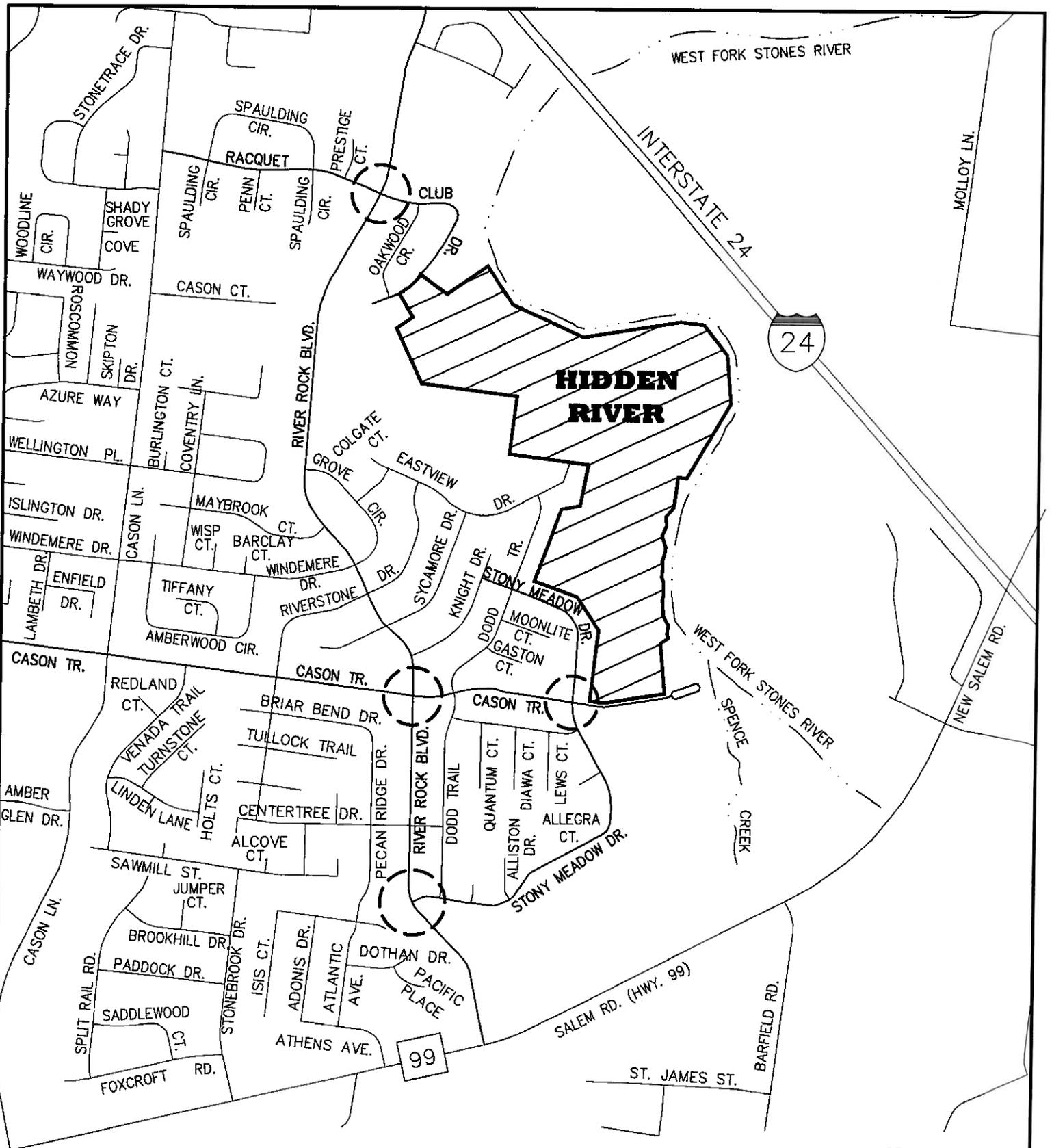
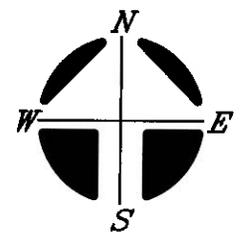


FIGURE 3
EXISTING ROADWAY NETWORK

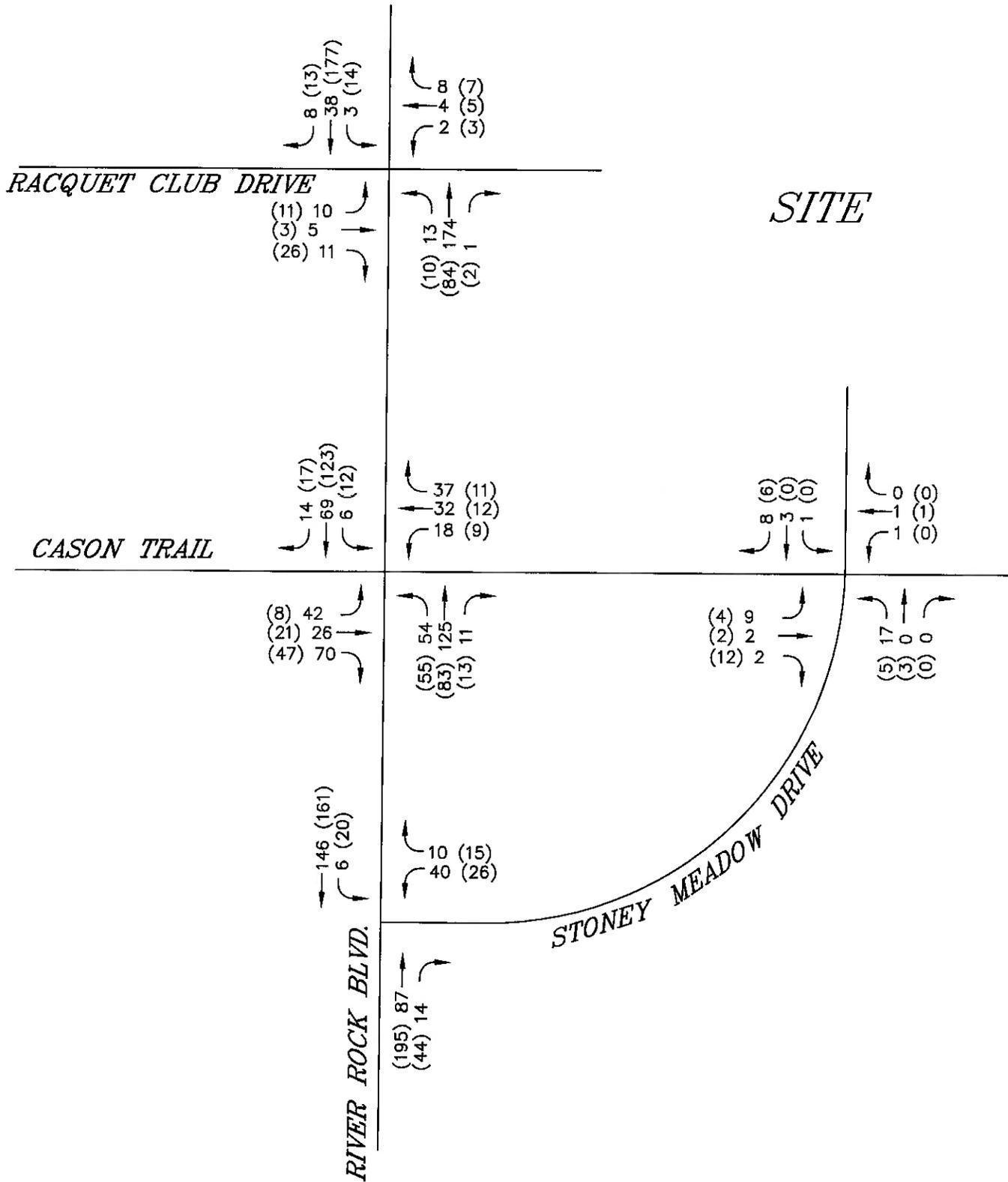
(5)



N.T.S.

EXISTING TRAFFIC COUNTS

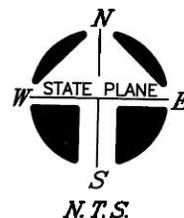
Existing hourly traffic counts were conducted for these analyses at the intersections of Cason Trail with Stoney Meadow Drive and with River Rock Boulevard on January 23, 2019 and at the intersection of River Rock Boulevard and Stoney Meadow Drive on January 29, 2019. Existing hourly traffic counts also were conducted at the intersection of River Rock Boulevard and Racquet Club Drive on April 1, 2019. Peak hour turning movement counts also were performed for these three intersections during the AM and PM peak hours (see Appendix A). These counts are shown in Figure 4.



Legend

- 11-EXISTING AM PEAK HOUR TRAFFIC
- (13)-EXISTING PM PEAK HOUR TRAFFIC

FIGURE 4
EXISTING PEAK HOUR TRAFFIC COUNTS
(7)



TRIP GENERATION

The trip generation potential for the proposed development was determined by utilizing trip generation equations in the Institute of Transportation Engineers' Trip Generation – 10th Edition (2017). Table 1 shows the project use and trip generation calculations developed for these analyses.

TABLE 1
Trip Generation Equations
Hidden River P.R.
Murfreesboro, Tennessee

Use	Magnitude (X)	Daily Trips (T)	AM Peak Hour Trips (T)	PM Peak Hour Trips (T)
Multi-Family Housing (Low-Rise)	366	$(T) = 7.56 (X - 40.86)$ $T = 2726$ 50% Enter/50% Exit 1363 Enter/1363 Exit	$\text{Ln}(T) = 0.95 \text{Ln}(X) - 0.51$ $T = 164$ 23% Enter/77% Exit 38 Enter/126 Exit	$\text{Ln}(T) = 0.89 \text{Ln}(X) - 0.02$ $T = 187$ 63% Enter/37% Exit 118 Enter/69 Exit
Single-Family Detached Housing (Including Duplexes)	256	$\text{Ln}(T) = 0.92 \text{Ln}(X) + 2.71$ $T = 2469$ 50% Enter/50% Exit 1234 Enter/1235 Exit	$(T) = 0.71 (X) + 4.80$ $T = 187$ 25% Enter/75% Exit 47 Enter/140 Exit	$\text{Ln}(T) = 0.96 \text{Ln}(X) + 0.20$ $T = 250$ 63% Enter/77% Exit 158 Enter/92 Exit

TRIP DISTRIBUTION

From a review of existing and potential development in the surrounding area, and in consideration of existing traffic volumes, geographic characteristics, and the roadway network, the external trip distribution was determined for the proposed development. The distribution for the southern 366 townhome units primarily on the former World Outreach Church property was summarized by general directions as follows:

West to River Rock Boulevard and then South to New Salem Pike (SR 99)	30%
West to Stoney Meadow Drive, then South to River Rock Boulevard, and then South to New Salem Pike (SR 99)	20%
West to River Rock Boulevard and then West to Cason Lane	10%
West to River Rock Boulevard and then North to Old Fort Parkway (SR 96)	15%
West via Racquet Club Drive and then North on River Rock Boulevard to Old Fort Parkway (SR 96)	10%
West via Racquet Club Drive to Cason Lane and then North to Old Fort Parkway (SR 96)	5%
West via Eastview Drive and then west to Cason Lane via Riverstone Drive and Cason Trail	5%
West via Eastview Drive and Riverstone Drive to River Rock Boulevard and then South to New Salem Pike (SR 99)	5%

The distribution for the northern 256 single-family and duplex units primarily on the former Johns property was summarized by general directions as follows:

West via Eastview Drive and Sycamore Drive to River Rock Boulevard and then South to New Salem Pike (SR 99)	30%
West via Racquet Club Drive to River Rock Boulevard and then South to New Salem Pike (SR 99)	20%
West via Eastview Drive and then West to Cason Lane via Riverstone Drive and Cason Trail	20%
West via Racquet Club Drive and then North to Old Fort Parkway (SR 96)	30%

TRIP ASSIGNMENT

The distributed trips for the proposed development were assigned to the roadway network assuming the land use as previously described.

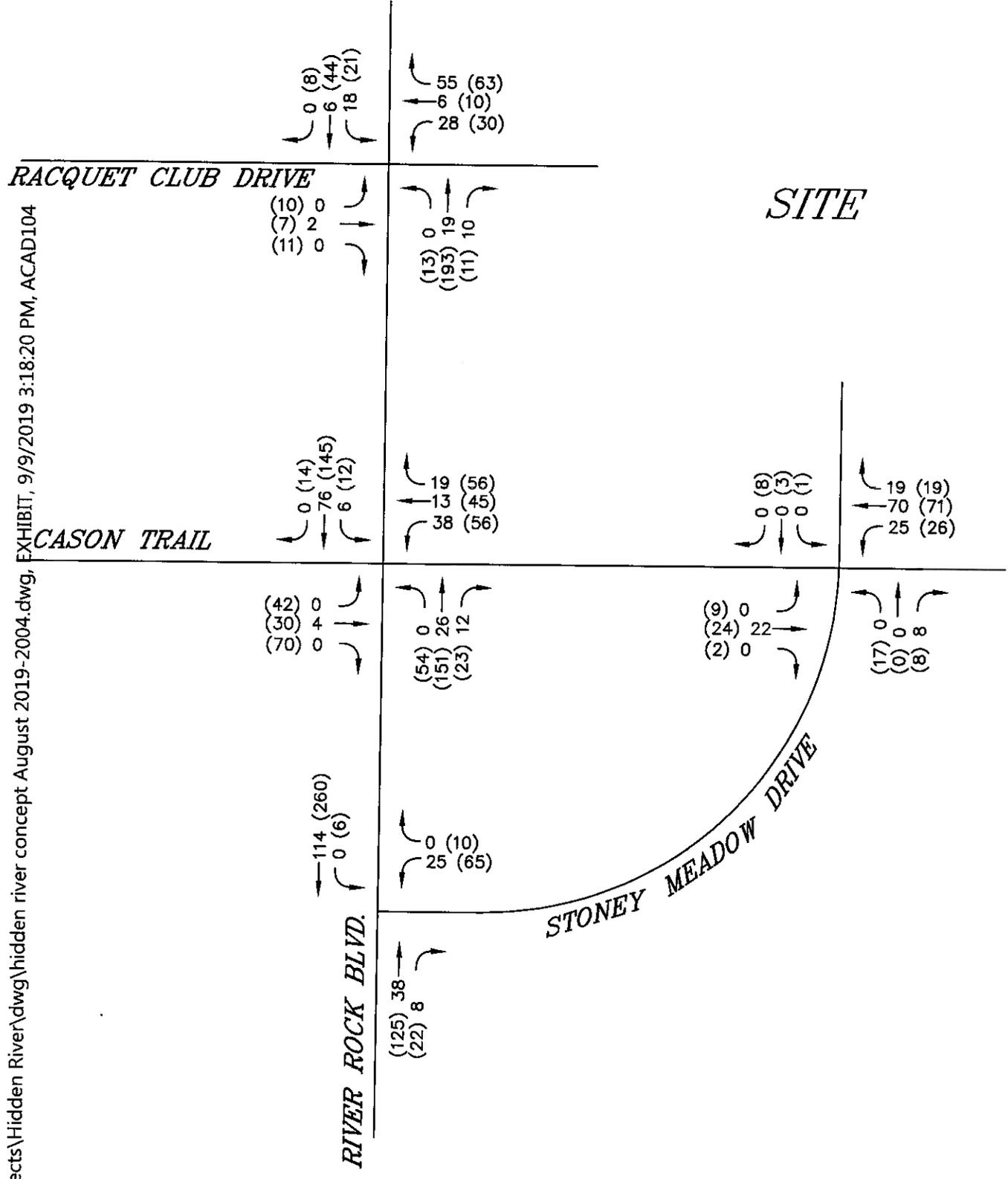
Figure 5 shows AM peak hour traffic for the Hidden River P.R.D. and the total AM peak hour traffic when the project traffic is added to the existing traffic at the four subject intersections (Cason Trail with Stoney Meadow Drive and with River Rock Boulevard, River Rock Boulevard with Stoney Meadow Drive, and River Rock Boulevard with Racquet Club Drive).

Figure 6 shows PM peak hour traffic for the Hidden River P.R. D. and the total PM peak hour traffic when project traffic is added to the existing traffic at the four subject intersections.

Increases in background traffic to account for growth due to development in the area was not added into the total traffic volumes primarily for two reasons:

1. This area between Old Fort Parkway and New Salem Pike is almost fully built-out. The only area not build-out is directly south of the Hidden River properties. A small amount of traffic generated by the development of this area would travel north through Hidden River or through the four subject intersections. More Traffic from Hidden River would, however, look to travel south through this development straight to New Salem Pike rather than going through any of the four subject intersections. So development of this area south of Hidden River would lessen Hidden River's impact on the four subject intersections.
2. The four subject intersections are primarily interior to the roadway network, and any new development west of Interstate 24 would have no reason to travel through these intersections.

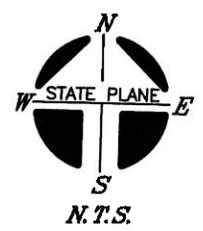
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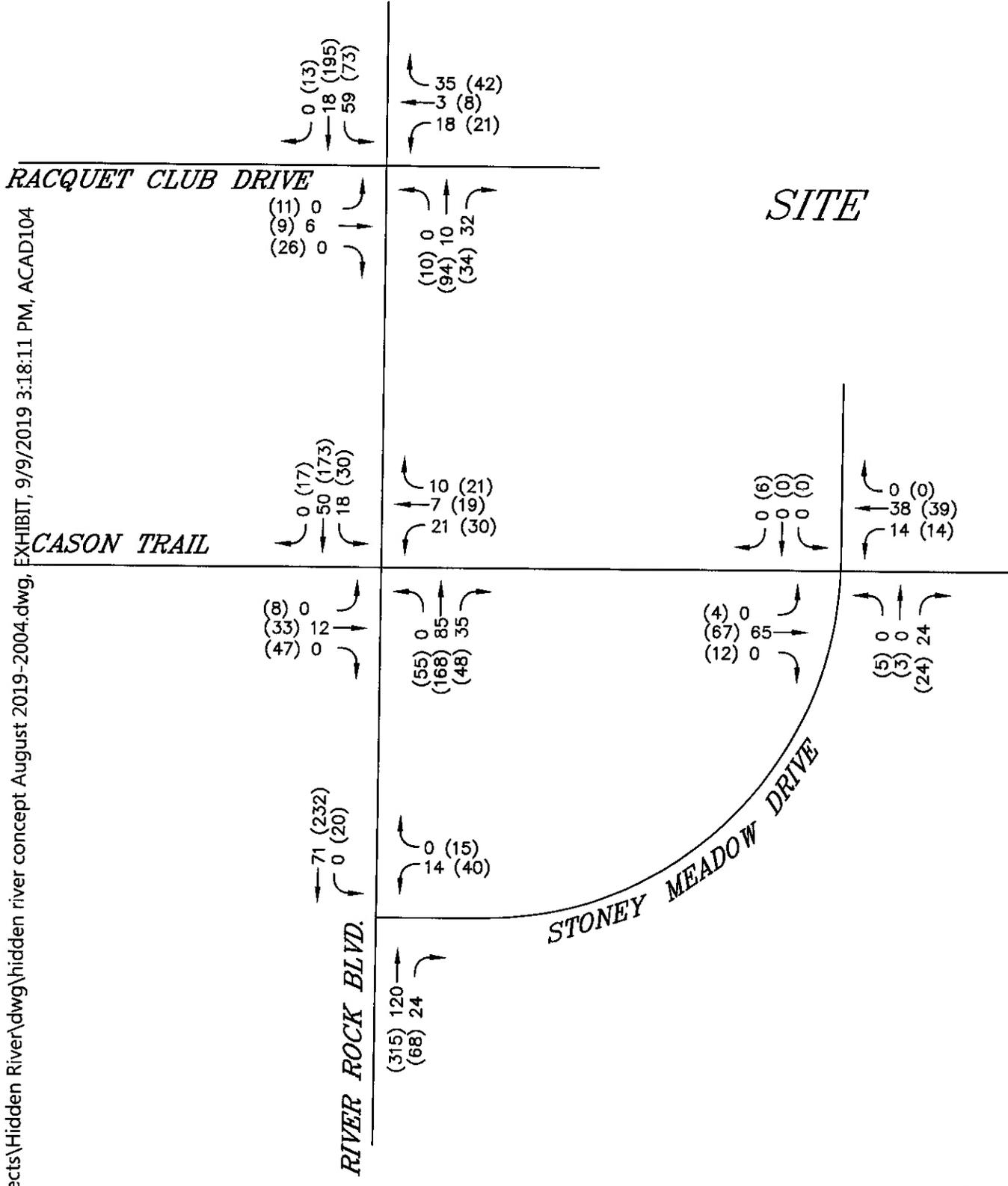


Legend

12—PROJECT AM PEAK HOUR TRAFFIC
 (23)—TOTAL AM PEAK HOUR TRAFFIC

FIGURE 5
AM PEAK HOUR TRAFFIC VOLUMES
 (12)





Legend

- 35—PROJECT PM PEAK HOUR TRAFFIC
- (48)—TOTAL PM PEAK HOUR TRAFFIC

FIGURE 6
PM PEAK HOUR TRAFFIC VOLUMES
(13)



CAPACITY ANALYSES

Capacity analyses were conducted for existing and total (project plus existing) traffic for the AM and PM peak hours of adjustment street traffic at the following four intersections:

Cason Trail with Stoney Meadows Drive
Stoney Meadows Drive with River Rock Boulevard
Cason Trail with River Rock Boulevard
Racquet Club Drive with River Rock Boulevard

These analyses were conducted according to standard Highway Capacity Manual 2010 methodologies. Capacity analyses worksheets for all the analyses are presented in Appendix C.

The results of the existing conditions capacity analyses are presented in Table 2. Since the intersections are stop-controlled, a level of service (LOS) is presented for each critical turning movements. The capacity analyses indicate that all the approaches of each of the study intersections will operate at LOS B or better during the AM and PM peak hours.

TABLE 2
Existing Peak Hours Levels of Service

INTERSECTION	TURNING MOVEMENT	AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (SEC)	LOS	Average Delay (SEC)
Cason Trail and Stoney Meadow Drive*	Northbound Left-Turn	A	7.3	A	7.2
	Southbound Left-Turn	A	---	A	0.0
	Westbound approach	A	---	A	9.1
	Eastbound Approach	A	---	A	86
Stoney Meadow Drive and River Rock Boulevard	Southbound Left-Turn	A	7.4	A	7.8
	Westbound Approach	B	10.2	B	11.2
Cason Trail and River Rock Boulevard	Northbound Left-Turn	A	7.5	A	7.6
	Southbound Left-Turn	A	7.5	A	7.4
	Westbound Approach	B	11.6	B	11.4
	Eastbound Left-Turn	B	13.2	B	12.4
	Eastbound Right-Turn	A	9.0	A	9.2
Racquet Club Drive and River Rock Boulevard	Northbound Left-Turn	A	7.3	A	7.7
	Southbound Left-Turn	A	7.6	A	7.4
	Westbound Approach	A	9.9	B	10.3
	Eastbound Approach	A	9.9	B	10.3

*Note: LOS A was assumed for approaches of Cason Trail and Stoney Meadows Drive where existing volumes were too low to output delay results via Synchro analyses.

To determine the projected future operations of the study area intersections, capacity analyses were performed for the weekday AM and PM peak hours using forecasted total traffic (project plus existing traffic) volumes. The projected scenario analyzed the study intersections with forecasted total traffic volumes and existing lane geometry. The results of the projected conditions capacity analyses are presented in Table 3. Under the projected conditions the capacity analyses indicate that the study intersections are expected to continue to operate at LOS C or better.

TABLE 3

Projected Peak Hours Levels of Service

INTERSECTION	TURNING MOVEMENT	AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (SEC)	LOS	Average Delay (SEC)
Cason Trail and Stoney Meadow Drive	Northbound Left-Turn	A	7.3	A	7.2
	Southbound Left-Turn	A	7.2	A	0.0
	Westbound approach	A	9.8	A	9.5
	Eastbound Approach	A	9.6	A	9.6
Stoney Meadow Drive and River Rock Boulevard	Southbound Left-Turn	A	7.5	A	8.2
	Westbound Approach	B	12.0	B	14.0
Cason Trail and River Rock Boulevard	Northbound Left-Turn	A	7.7	A	7.8
	Southbound Left-Turn	A	7.6	A	7.8
	Westbound Approach	C	15.5	C	15.3
	Eastbound Left-Turn	C	16.2	C	16.1
	Eastbound Right-Turn	A	9.5	A	9.5
Racquet Club Drive and River Rock Boulevard	Northbound Left-Turn	A	7.3	A	7.7
	Southbound Left-Turn	A	7.7	A	7.6
	Westbound Approach	B	11.1	B	11.7
	Eastbound Approach	B	10.8	B	11.9

CONCLUSIONS AND RECOMMENDATIONS

Traffic impact analyses were conducted for the Hidden River Planned Residential Development (P.R.D.) for existing traffic and for total traffic when project traffic was added to the existing traffic. More specifically, these analyses were conducted at four intersections:

Cason Trail with Stoney Meadow Drive,
Stoney Meadow Drive with River Rock Boulevard,
Cason Trail with River Rock Boulevard,
Racquet Club Drive with River Rock Boulevard.

Capacity analyses conducted for the subject intersections for existing traffic showed that acceptable levels of service (LOS) of A and B were provided for AM and PM peak hour turning movements. Capacity analyses conducted for total traffic (project plus existing traffic) continued to show acceptable levels of service (LOS) of A, B, and C for AM and PM peak hour turning movements.

The only levels of service (LOS) C occur at the intersection of Cason Trail and River Rock Boulevard for total traffic (project plus existing traffic) on its westbound approach and its eastbound left-turn. It should be noted that delay is only expected to increase by an average of 3 seconds per vehicle. Existing conditions were already near the threshold of 15 seconds to operate at LOS C.

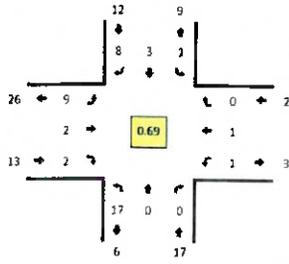
Other considerations should be made to address roadway and traffic situations in the vicinity of the proposed Hidden River Development. For example, a 10-foot multi-use path should be considered on the south side of the Cason Trail access to the Greenway Trail-head. The wood poles with overhead electric and substandard lighting may need to be replaced with standard Murfreesboro Electric Department steel poles, lighting, and underground electric.

APPENDIX A
EXISTING TRAFFIC COUNTS

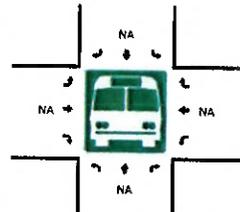
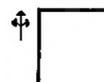
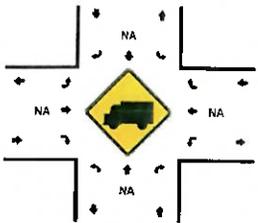
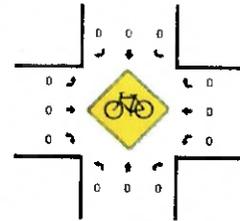
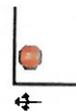
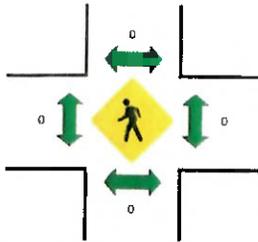
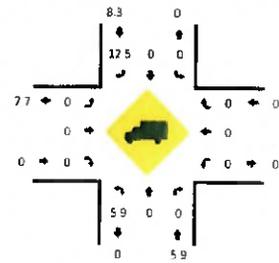
15-Min Count Period Beginning At	River Rock Blvd (Northbound)				River Rock Blvd (Southbound)				Cason Trl (Eastbound)				Cason Trl (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
9:00 AM	3	12	0	0	1	8	2	0	1	3	6	0	3	3	2	0	44	179
9:15 AM	3	11	3	0	1	8	3	0	3	1	6	0	3	2	6	0	50	188
9:30 AM	2	11	1	0	2	12	0	0	1	0	6	0	0	3	3	0	41	184
9:45 AM	5	15	0	0	2	12	0	0	1	0	7	0	1	2	4	0	49	184
10:00 AM	2	11	0	0	0	8	0	0	3	2	4	0	2	4	2	0	38	178
10:15 AM	1	7	1	0	2	10	0	0	1	0	5	0	1	1	3	0	32	160
10:30 AM	4	14	1	0	1	4	2	0	1	4	3	0	3	2	4	0	43	162
10:45 AM	4	12	1	0	3	12	0	0	2	4	2	0	1	2	2	0	45	158
11:00 AM	8	12	2	0	3	10	0	0	3	2	4	0	1	1	1	0	47	167
11:15 AM	11	18	4	0	0	12	2	0	3	3	4	0	0	3	1	0	61	196
11:30 AM	8	20	1	0	0	8	1	0	0	2	8	0	2	4	2	0	56	209
11:45 AM	7	33	0	0	1	2	1	0	1	3	7	0	2	3	6	0	66	230
12:00 PM	13	18	3	0	2	15	0	0	2	2	5	0	2	2	3	0	67	250
12:15 PM	7	12	3	1	2	7	0	0	2	6	6	0	2	4	2	0	54	243
12:30 PM	6	13	2	0	5	12	2	0	0	3	5	0	1	1	3	0	53	240
12:45 PM	3	15	5	0	3	17	1	0	1	4	5	0	4	5	4	0	67	241
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2:30 PM	6	5	0	0	2	21	6	0	5	8	15	0	2	5	1	0	76	262
2:45 PM	15	14	1	0	1	12	0	0	2	5	12	0	2	3	0	0	67	271
3:00 PM	9	17	5	0	3	24	2	0	0	7	6	0	1	7	2	0	83	281
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3:30 PM	10	14	1	0	5	22	1	0	2	3	10	0	1	7	3	0	79	297
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4:00 PM	9	9	2	0	6	28	2	0	6	9	14	0	1	3	3	0	92	321
4:15 PM	18	10	0	0	4	18	4	0	3	6	5	0	2	1	0	0	71	324
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5:00 PM	16	26	3	0	4	36	7	0	2	8	11	0	2	6	5	0	126	403
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11:00 PM	2	2	0	0	3	5	0	0	0	0	1	0	0	1	0	0	14	60
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11:30 PM	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	4	42
11:45 PM	2	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	5	32
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	72	116	8	0	0	120	28	0	72	36	96	0	4	32	44	0	628	
Heavy Trucks	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	8	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Comments:																		

LOCATION: Stoney Meadow Dr -- Cason Trl
 CITY/STATE: Murfreesboro, TN

QC JOB #: 14887801
 DATE: Wed, Jan 23 2019



Peak-Hour: 6:30 AM – 7:30 AM
 Peak 15-Min: 7:00 AM – 7:15 AM



15-Min Count Period Beginning At	Stoney Meadow Dr (Northbound)				Stoney Meadow Dr (Southbound)				Cason Trl (Eastbound)				Cason Trl (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
12:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	
12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	2
1:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2
1:15 AM	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2	4
1:30 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	5
1:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
2:15 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	2
2:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	2
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
3:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3:30 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2
3:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:00 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2
4:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
4:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:45 AM	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	3
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:30 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	3
5:45 AM	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2	3
6:00 AM	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	7
6:15 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8
6:30 AM	4	0	0	0	1	0	1	0	0	0	0	0	1	0	0	0	7	14
6:45 AM	4	0	0	0	0	2	2	0	3	0	1	0	0	0	0	0	12	24
7:00 AM	5	0	0	0	0	1	4	0	4	1	1	0	0	0	0	0	16	36
7:15 AM	4	0	0	0	0	0	1	0	2	1	0	0	0	1	0	0	9	44
7:30 AM	2	0	0	0	0	0	2	0	1	1	0	0	0	0	0	0	6	43
7:45 AM	2	0	0	0	0	1	1	0	0	0	3	0	0	1	0	0	8	39
8:00 AM	3	0	0	0	0	0	1	0	1	0	1	0	0	0	0	0	6	29
8:15 AM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	22
8:30 AM	2	0	0	0	0	0	1	0	0	0	3	0	0	1	0	0	7	23
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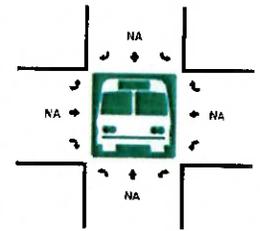
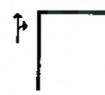
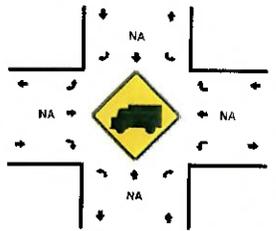
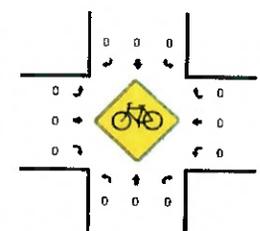
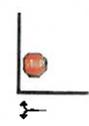
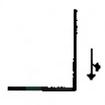
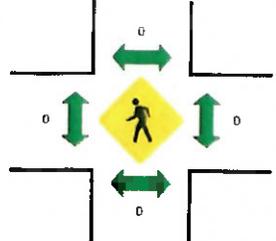
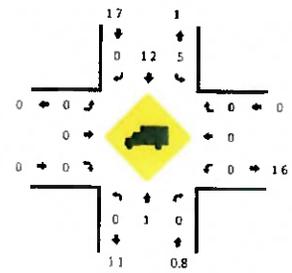
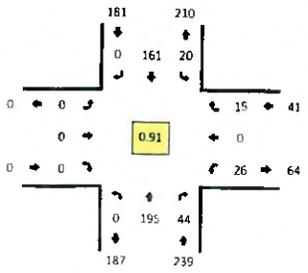
15-Min Count Period Beginning At	Stoney Meadow Dr (Northbound)				Stoney Meadow Dr (Southbound)				Cason Trl (Eastbound)				Cason Trl (Westbound)				Total	Hourly Totals	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
9:15 AM	1	1	0	0	0	1	0	0	2	1	1	0	0	2	0	0	0	9	22
9:30 AM	0	0	0	0	0	1	0	0	0	1	1	0	0	1	1	0	0	5	20
9:45 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	15
10:00 AM	2	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	19
10:15 AM	0	1	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0	4	14
10:30 AM	2	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	5	14
10:45 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	2	15
11:00 AM	0	0	0	0	0	0	1	0	3	1	1	0	0	0	0	0	0	6	17
11:15 AM	1	0	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0	4	17
11:30 AM	0	0	0	0	0	1	2	0	2	1	1	0	0	2	0	0	0	9	21
11:45 AM	2	1	0	0	0	0	4	0	1	2	0	0	1	1	0	0	0	12	31
12:00 PM	1	0	2	0	0	0	0	0	0	1	2	0	2	0	1	0	0	9	34
12:15 PM	0	1	1	0	0	0	1	0	1	2	0	0	0	1	1	0	0	8	38
12:30 PM	0	1	0	0	0	0	0	0	1	2	2	0	0	2	1	0	0	9	38
12:45 PM	3	0	0	0	0	0	2	0	2	3	0	0	0	2	0	0	0	12	38
1:00 PM	1	0	0	0	0	0	1	0	2	0	1	0	0	1	0	0	0	6	35
1:15 PM	0	0	0	0	0	0	0	0	1	0	2	0	0	1	0	0	0	4	31
1:30 PM	0	0	0	0	0	1	1	0	1	1	0	1	0	0	0	0	0	5	27
1:45 PM	3	1	0	0	0	2	0	0	2	5	0	0	0	2	0	0	0	15	30
2:00 PM	1	0	0	0	0	0	0	0	0	0	1	0	0	4	0	0	0	6	30
2:15 PM	1	0	0	0	0	2	1	0	0	0	2	0	0	0	0	0	0	6	32
2:30 PM	2	0	0	0	0	0	2	0	0	0	3	0	0	0	0	0	0	7	34
2:45 PM	0	2	1	0	0	1	2	0	3	0	2	0	0	0	1	0	0	12	31
3:00 PM	1	0	0	0	0	0	0	0	3	0	2	0	0	0	0	0	0	6	31
3:15 PM	1	1	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	6	31
3:30 PM	4	0	1	0	0	0	1	0	0	0	2	0	0	0	0	0	0	8	32
3:45 PM	1	1	0	0	0	0	1	0	0	1	3	0	1	0	1	0	0	9	29
4:00 PM	1	0	0	0	0	1	0	0	2	0	3	0	0	0	0	0	0	7	30
4:15 PM	0	1	0	0	0	0	2	0	1	0	2	0	0	0	0	0	0	6	30
4:30 PM	2	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	6	28
4:45 PM	3	1	0	0	0	0	3	0	1	1	4	0	0	0	0	0	0	13	32
5:00 PM	0	0	0	0	0	0	2	0	0	0	3	1	0	1	0	0	0	7	32
5:15 PM	1	0	0	0	0	0	1	0	3	0	2	0	0	0	0	0	0	7	33
5:30 PM	1	2	0	0	0	0	0	0	0	1	3	0	0	0	0	0	0	7	34
5:45 PM	1	0	0	0	0	0	1	0	2	0	0	0	0	1	0	0	0	5	26
6:00 PM	2	0	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	6	25
6:15 PM	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	3	21
6:30 PM	2	0	0	0	0	0	1	0	0	0	2	0	0	0	0	0	0	5	19
6:45 PM	1	1	0	0	0	0	1	0	3	0	1	0	0	0	0	0	0	7	21
7:00 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	16
7:15 PM	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	2	15
7:30 PM	1	0	0	0	0	1	0	0	0	0	2	0	0	0	0	0	0	4	14
7:45 PM	2	0	0	0	0	0	1	0	0	0	4	1	0	0	0	0	0	8	15
8:00 PM	0	0	0	0	0	0	0	0	4	0	2	0	0	0	0	0	0	6	20
8:15 PM	0	0	0	0	0	0	2	0	0	0	1	0	0	0	0	0	0	3	21
8:30 PM	0	0	0	0	0	0	1	0	2	0	1	0	0	0	0	0	0	4	21
8:45 PM	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	16
9:00 PM	1	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	4	14
9:15 PM	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	2	13
9:30 PM	0	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	3	12
9:45 PM	0	0	0	0	0	1	0	0	0	0	2	0	0	0	0	0	0	3	12
10:00 PM	0	0	0	0	0	0	2	0	3	0	3	0	0	0	0	0	0	8	16
10:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	15
10:30 PM	0	1	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	3	15
10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
11:00 PM	1	0	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	4	8
11:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	8
11:30 PM	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2	7
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total		
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U			
All Vehicles	20	0	0	0	0	4	16	0	16	4	4	0	0	0	0	0	0	64	
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad																			
Stopped Buses																			

Comments:

LOCATION: River Rock @ Stoney Meadow -- River Rock @ Stoney Meadow
 CITY/STATE: Rutherford, TN

QC JOB #: 14892001
 DATE: Tue, Jan 29 2019

Peak-Hour: 4:30 PM – 5:30 PM
 Peak 15-Min: 5:00 PM -- 5:15 PM



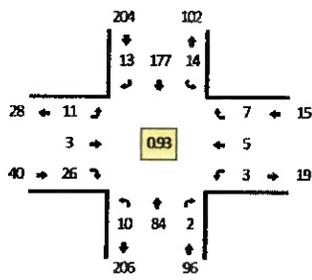
15-Min Count Period Beginning At	River Rock @ Stoney Meadow (Northbound)				River Rock @ Stoney Meadow (Southbound)				River Rock @ Stoney Meadow (Eastbound)				River Rock @ Stoney Meadow (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
12:00 AM	0	4	2	0	0	2	0	0	0	0	0	0	0	0	0	0	8	
12:15 AM	0	1	0	0	2	2	0	0	0	0	0	0	0	0	0	0	5	
12:30 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
12:45 AM	0	0	1	0	0	3	0	0	0	0	0	0	0	1	0	0	5	19
1:00 AM	0	2	1	0	0	0	0	0	0	0	0	0	0	1	0	0	4	15
1:15 AM	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	3	13
1:30 AM	0	2	1	0	0	1	0	0	0	0	0	0	0	0	0	0	4	16
1:45 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	12
2:00 AM	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	1	5	13
2:15 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	3	13
2:30 AM	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	3	12
2:45 AM	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	6	17
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
3:15 AM	0	3	1	0	0	1	0	0	0	0	0	0	0	0	0	0	5	14
3:30 AM	0	1	1	0	0	0	0	0	0	0	0	0	0	1	0	0	3	14
3:45 AM	0	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	5	13
4:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	14
4:15 AM	0	2	0	0	0	2	0	0	0	0	0	0	0	2	0	0	6	15
4:30 AM	0	5	0	0	0	2	0	0	0	0	0	0	0	1	0	0	8	20
4:45 AM	0	4	1	0	0	2	0	0	0	0	0	0	0	1	0	0	8	23
5:00 AM	0	5	2	0	0	5	0	0	0	0	0	0	0	2	0	0	14	36
5:15 AM	0	1	0	0	0	8	0	0	0	0	0	0	0	3	0	1	13	43
5:30 AM	0	3	1	0	0	15	0	0	0	0	0	0	0	3	0	0	22	57
5:45 AM	0	2	0	0	0	18	0	0	0	0	0	0	0	7	0	1	28	77
6:00 AM	0	7	0	0	1	17	0	0	0	0	0	0	0	6	0	0	31	94
6:15 AM	0	3	5	0	0	23	0	0	0	0	0	0	0	4	0	4	39	120
6:30 AM	0	13	0	0	0	29	0	0	0	0	0	0	0	9	0	1	52	150
6:45 AM	0	18	0	0	0	33	0	0	0	0	0	0	0	13	0	3	67	189
7:00 AM	0	26	9	0	0	35	0	0	0	0	0	0	0	12	0	13	95	253
7:15 AM	0	23	5	0	3	56	0	0	0	0	0	0	0	11	0	3	101	315
7:30 AM	0	23	1	0	1	37	0	0	0	0	0	0	0	13	0	3	78	341
7:45 AM	0	29	5	0	1	32	0	0	0	0	0	0	0	5	0	3	75	349
8:00 AM	0	12	3	0	1	21	0	0	0	0	0	0	0	11	0	1	49	303
8:15 AM	0	9	5	0	2	33	0	0	0	0	0	0	0	11	0	2	62	264
8:30 AM	0	17	4	0	1	30	0	0	0	0	0	0	0	5	0	1	58	244
8:45 AM	0	9	2	0	1	30	0	0	0	0	0	0	0	8	0	4	54	223

15-Min Count Period Beginning At	River Rock @ Stoney Meadow (Northbound)				River Rock @ Stoney Meadow (Southbound)				River Rock @ Stoney Meadow (Eastbound)				River Rock @ Stoney Meadow (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
9:00 AM	0	15	6	0	1	32	0	0	0	0	0	0	8	0	0	0	62	236
9:15 AM	0	22	5	0	3	25	0	0	0	0	0	0	15	0	4	0	74	248
9:30 AM	0	15	4	0	3	24	0	0	0	0	0	0	7	0	3	0	56	246
9:45 AM	0	20	5	0	3	25	0	0	0	0	0	0	3	0	4	0	60	252
10:00 AM	0	9	4	0	0	12	0	0	0	0	0	0	5	0	4	0	34	224
10:15 AM	0	16	3	0	1	11	0	0	0	0	0	0	5	0	0	0	36	186
10:30 AM	0	14	2	0	2	18	0	0	0	0	0	0	6	0	1	0	43	173
10:45 AM	0	15	2	0	1	22	0	0	0	0	0	0	4	0	2	0	46	159
11:00 AM	0	16	2	0	2	11	0	0	0	0	0	0	4	0	3	0	38	163
11:15 AM	0	20	2	0	0	13	0	0	0	0	0	0	3	0	0	0	38	165
11:30 AM	0	22	1	0	1	19	0	0	0	0	0	0	1	0	0	0	44	166
11:45 AM	0	21	4	0	1	24	0	0	0	0	0	0	3	0	1	0	54	174
12:00 PM	0	27	3	0	1	18	0	0	0	0	0	0	7	0	1	0	57	193
12:15 PM	0	23	5	0	1	20	0	0	0	0	0	0	3	0	0	0	52	207
12:30 PM	0	13	4	0	1	20	0	0	0	0	0	0	1	0	2	0	41	204
12:45 PM	0	16	5	0	0	22	0	0	0	0	0	0	7	0	0	0	50	200
1:00 PM	0	25	7	0	4	18	0	0	0	0	0	0	6	0	2	0	62	205
1:15 PM	0	23	5	0	1	18	0	0	0	0	0	0	3	0	4	0	54	207
1:30 PM	0	21	5	0	2	26	0	0	0	0	0	0	14	0	2	1	71	237
1:45 PM	0	23	4	0	2	27	0	0	0	0	0	0	5	0	1	0	62	249
2:00 PM	0	19	2	1	2	30	0	0	0	0	0	0	4	0	2	0	60	247
2:15 PM	0	22	4	0	0	19	0	0	0	0	0	0	4	0	2	0	51	244
2:30 PM	0	20	4	0	3	50	0	0	0	0	0	0	4	0	2	0	83	256
2:45 PM	0	21	8	0	2	18	0	0	0	0	0	0	4	0	2	0	55	249
3:00 PM	0	29	7	0	1	30	0	0	0	0	0	0	8	0	1	0	76	265
3:15 PM	0	42	8	0	4	26	0	0	0	0	0	0	4	0	2	0	86	300
3:30 PM	0	31	9	0	5	24	0	0	0	0	0	0	5	0	2	1	77	294
3:45 PM	0	34	14	0	4	19	0	0	0	0	0	0	5	0	5	0	81	320
4:00 PM	0	39	13	0	3	38	0	0	0	0	0	0	5	0	3	0	101	345
4:15 PM	0	30	10	0	4	33	0	0	0	0	0	0	7	0	4	0	88	347
4:30 PM	0	45	9	0	6	35	0	0	0	0	0	0	6	0	4	0	105	375
4:45 PM	0	54	14	0	3	37	0	0	0	0	0	0	8	0	5	0	121	415
5:00 PM	0	48	12	0	4	51	0	0	0	0	0	0	5	0	6	0	126	440
5:15 PM	0	48	9	0	7	38	0	0	0	0	0	0	7	0	0	0	109	461
5:30 PM	0	33	10	0	3	41	0	0	0	0	0	0	7	0	2	0	96	452
5:45 PM	0	37	8	0	3	32	0	0	0	0	0	0	7	0	3	0	90	421
6:00 PM	0	40	10	0	5	25	0	0	0	0	0	0	8	0	1	1	90	385
6:15 PM	0	31	15	0	3	36	0	0	0	0	0	0	5	0	2	0	92	368
6:30 PM	0	21	11	0	4	22	0	0	0	0	0	0	5	0	6	0	69	341
6:45 PM	0	24	4	0	5	19	0	0	0	0	0	0	5	0	2	0	59	310
7:00 PM	0	15	10	0	2	27	0	0	0	0	0	0	3	0	0	0	57	277
7:15 PM	0	13	6	0	5	17	0	0	0	0	0	0	2	0	0	0	43	228
7:30 PM	0	14	9	0	2	9	0	0	0	0	0	0	3	0	0	0	37	196
7:45 PM	0	29	4	0	1	7	0	0	0	0	0	0	2	0	4	0	47	184
8:00 PM	0	14	5	0	1	14	0	0	0	0	0	0	2	0	0	0	36	163
8:15 PM	0	18	3	0	1	7	0	0	0	0	0	0	3	0	2	0	34	154
8:30 PM	0	20	6	0	3	10	0	0	0	0	0	0	2	0	1	0	42	159
8:45 PM	0	13	7	0	0	12	0	0	0	0	0	0	3	0	1	0	36	148
9:00 PM	0	11	6	0	3	7	0	0	0	0	0	0	2	0	2	0	31	143
9:15 PM	0	9	4	0	2	12	0	0	0	0	0	0	5	0	1	0	33	142
9:30 PM	0	9	2	0	2	3	0	0	0	0	0	0	0	0	1	0	17	117
9:45 PM	0	6	4	0	0	6	0	0	0	0	0	0	7	0	0	0	23	104
10:00 PM	0	8	3	0	0	6	0	0	0	0	0	0	8	0	0	0	25	98
10:15 PM	0	7	2	0	1	8	0	0	0	0	0	0	3	0	0	0	21	86
10:30 PM	0	2	4	0	1	4	0	0	0	0	0	0	0	0	1	0	12	81
10:45 PM	0	7	0	0	0	1	0	0	0	0	0	0	1	0	0	0	9	67
11:00 PM	0	8	8	0	0	5	0	0	0	0	0	0	1	0	1	0	23	65
11:15 PM	0	3	1	0	3	3	0	0	0	0	0	0	0	0	0	0	10	54
11:30 PM	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0	0	5	47
11:45 PM	0	3	1	0	1	2	0	0	0	0	0	0	1	0	1	0	9	47
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	192	48	0	16	204	0	0	0	0	0	0	20	0	24	0	504	
Heavy Trucks	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	8	
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Stopped Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

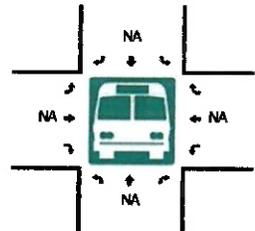
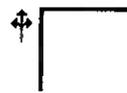
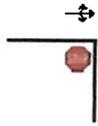
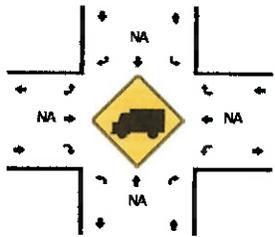
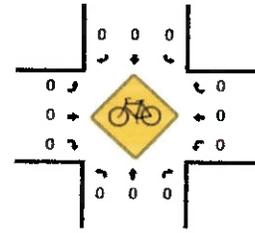
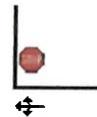
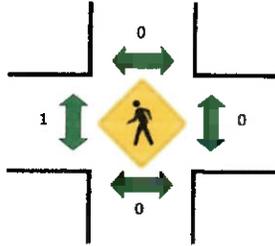
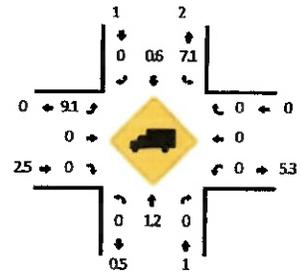
Comments:

LOCATION: River Rock Blvd -- Racquet Club Dr
 CITY/STATE: Murfreesboro, TN

QC JOB #: 14933401
 DATE: Mon, Apr 1 2019



Peak-Hour: 4:30 PM – 5:30 PM
 Peak 15-Min: 4:30 PM – 4:45 PM



15-Min Count Period Beginning At	River Rock Blvd (Northbound)				River Rock Blvd (Southbound)				Racquet Club Dr (Eastbound)				Racquet Club Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
12:00 AM	0	1	0	0	1	1	0	0	0	0	0	0	1	0	1	0	5	
12:15 AM	1	2	0	0	0	3	0	0	0	0	0	1	0	0	0	0	7	
12:30 AM	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	
12:45 AM	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	17
1:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	13
1:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	7
1:30 AM	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0	0	5	9
1:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8
2:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	8
2:15 AM	0	0	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	10
2:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	6
2:45 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	6
3:00 AM	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3	8
3:15 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	7
3:30 AM	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0	0	4	10
3:45 AM	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	3	12
4:00 AM	1	0	0	0	0	3	0	0	0	0	1	0	0	0	0	0	5	14
4:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	13
4:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	10
4:45 AM	0	5	0	0	0	1	0	0	0	0	0	0	0	0	0	0	6	13
5:00 AM	1	10	0	0	0	0	0	0	0	1	0	1	0	0	0	0	13	21
5:15 AM	2	8	0	0	0	1	0	0	0	1	0	0	0	0	0	0	12	32
5:30 AM	1	23	0	0	0	3	0	0	0	0	0	0	0	0	0	0	27	58
5:45 AM	1	11	0	0	0	2	0	0	0	2	0	1	0	0	0	0	17	69
6:00 AM	2	22	0	0	0	2	0	0	0	1	0	3	0	0	0	0	30	86
6:15 AM	3	18	0	0	0	6	0	0	0	0	0	1	0	0	0	3	31	105
6:30 AM	3	27	1	0	0	2	0	0	0	2	0	2	0	0	1	1	39	117
6:45 AM	2	39	0	0	0	9	0	0	0	2	0	1	0	0	0	3	56	156
7:00 AM	5	34	0	0	0	5	1	0	0	1	0	1	0	0	1	0	48	174
7:15 AM	3	60	0	0	0	4	0	0	0	4	0	0	0	0	0	3	74	217
7:30 AM	6	67	0	0	0	9	0	0	0	0	0	1	0	0	1	2	86	264
7:45 AM	3	82	0	0	1	8	0	0	0	5	1	3	0	0	1	0	104	312
8:00 AM	5	42	0	0	1	11	3	0	0	2	1	3	0	1	0	7	76	340
8:15 AM	3	21	0	0	0	9	3	0	0	1	2	1	0	1	2	0	43	309
8:30 AM	2	29	1	0	1	10	2	0	0	2	1	4	0	0	1	1	54	277
8:45 AM	1	30	0	0	0	9	0	0	0	2	1	1	0	0	2	1	47	220
9:00 AM	1	20	1	0	1	7	4	0	0	2	1	1	0	2	4	1	45	189
9:15 AM	2	19	0	0	0	4	0	0	0	1	1	0	0	0	1	0	28	174
9:30 AM	3	24	0	0	0	9	0	0	0	1	0	4	0	0	0	2	43	163

15-Min Count Period Beginning At	River Rock Blvd (Northbound)				River Rock Blvd (Southbound)				Racquet Club Dr (Eastbound)				Racquet Club Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
9:45 AM	3	16	0	0	0	9	0	0	0	2	2	0	1	0	0	0	33	149
10:00 AM	7	12	0	0	1	15	1	0	1	0	1	0	0	1	0	0	39	143
10:15 AM	3	15	0	0	0	8	1	0	1	0	2	0	1	0	1	0	32	147
10:30 AM	1	15	0	0	1	7	0	0	0	1	3	0	0	0	3	0	31	135
10:45 AM	2	21	1	0	0	9	0	0	2	0	3	0	0	1	2	0	41	143
11:00 AM	2	13	0	0	0	12	1	0	0	0	2	0	0	0	1	0	31	135
11:15 AM	2	20	1	0	1	13	1	0	1	0	0	0	0	2	1	0	42	145
11:30 AM	1	22	2	0	3	18	1	0	0	2	5	0	1	2	2	0	59	173
11:45 AM	2	18	1	0	2	7	0	0	1	1	2	0	0	2	0	0	36	168
12:00 PM	2	23	1	0	2	16	1	0	1	2	6	0	0	3	1	0	58	195
12:15 PM	5	20	0	0	0	13	1	0	0	0	3	0	1	1	1	0	45	198
12:30 PM	3	20	0	0	3	12	0	0	2	1	4	0	0	0	1	0	46	185
12:45 PM	3	15	0	0	1	17	2	0	1	0	4	0	0	1	3	0	47	196
1:00 PM	4	16	0	0	0	15	1	0	3	0	3	0	0	0	3	0	45	183
1:15 PM	2	16	0	0	1	16	0	0	2	1	2	0	2	0	0	0	42	180
1:30 PM	4	17	0	0	1	18	1	0	0	0	4	0	1	0	2	0	48	182
1:45 PM	7	20	1	0	2	20	3	0	1	1	2	0	1	0	2	0	60	195
2:00 PM	2	13	0	0	0	13	1	0	0	0	6	0	0	0	0	0	35	185
2:15 PM	2	16	1	0	1	22	1	0	2	2	4	0	0	1	3	0	55	198
2:30 PM	1	20	2	0	2	38	6	0	2	1	3	0	1	1	2	0	79	229
2:45 PM	2	16	0	0	1	19	2	0	1	1	8	0	0	0	5	0	55	224
3:00 PM	3	26	1	0	1	23	1	0	3	0	4	0	0	0	1	0	63	252
3:15 PM	7	12	1	0	1	16	0	0	3	2	4	0	0	0	3	0	49	246
3:30 PM	3	19	2	0	3	20	0	0	0	1	6	0	2	2	0	0	58	225
3:45 PM	6	22	1	0	1	31	2	0	4	1	5	0	0	3	2	0	78	248
4:00 PM	4	17	2	0	1	33	5	0	0	4	8	0	0	0	3	0	77	262
4:15 PM	8	13	0	0	1	30	3	0	3	3	3	0	0	0	3	0	67	280
4:30 PM	4	17	2	0	4	42	5	0	3	0	12	0	2	4	0	0	95	317
4:45 PM	3	27	0	0	4	33	1	0	3	0	5	0	0	0	1	0	77	316
5:00 PM	2	14	0	0	4	55	2	0	2	3	2	0	0	1	4	0	89	328
5:15 PM	1	26	0	0	2	47	5	0	3	0	7	0	1	0	2	0	94	355
5:30 PM	3	16	1	0	3	29	2	0	3	2	1	0	0	0	1	0	61	321
5:45 PM	5	19	1	0	2	39	1	0	2	1	6	0	2	3	0	0	81	325
6:00 PM	2	17	1	0	1	31	3	0	2	2	0	0	0	2	0	0	61	297
6:15 PM	2	20	2	0	1	24	0	0	3	1	3	0	0	1	3	0	60	263
6:30 PM	2	19	2	0	1	21	2	0	1	2	4	0	0	2	1	0	57	259
6:45 PM	1	16	0	0	1	17	3	1	1	3	3	0	0	0	0	0	46	224
7:00 PM	0	12	0	0	3	24	0	0	0	0	4	0	2	0	1	0	46	209
7:15 PM	3	11	0	0	1	20	2	0	1	0	3	0	0	0	0	0	41	190
7:30 PM	2	6	0	0	0	15	0	0	0	0	0	0	0	0	1	0	24	157
7:45 PM	0	3	1	0	2	12	0	0	1	0	3	0	0	0	0	0	22	133
8:00 PM	1	11	0	0	1	18	0	0	1	1	4	0	0	2	0	0	39	126
8:15 PM	2	11	0	0	2	12	2	0	0	0	1	0	1	0	2	0	33	118
8:30 PM	1	5	1	0	0	16	0	0	0	0	2	0	0	1	0	0	26	120
8:45 PM	0	5	0	0	0	7	0	0	0	1	0	0	0	0	0	0	13	111
9:00 PM	0	8	0	0	1	13	1	0	1	2	2	0	1	0	0	0	29	101
9:15 PM	2	3	0	0	1	6	0	0	0	0	1	0	0	0	1	0	14	82
9:30 PM	4	7	0	0	2	10	0	0	0	0	4	0	0	0	2	0	29	85
9:45 PM	0	1	0	0	2	9	0	0	0	0	1	0	0	0	0	0	13	85
10:00 PM	0	2	0	0	0	11	0	0	0	1	0	0	0	1	0	0	15	71
10:15 PM	1	1	0	0	0	4	0	0	0	1	0	0	0	0	0	0	7	64
10:30 PM	0	1	0	0	0	8	2	0	1	0	0	0	0	0	0	0	12	47
10:45 PM	1	2	0	0	2	2	1	0	0	0	0	0	0	0	1	0	9	43
11:00 PM	1	2	0	0	0	10	0	0	1	0	0	0	0	0	0	0	14	42
11:15 PM	0	0	0	0	0	3	0	0	0	0	0	0	1	0	1	0	5	40
11:30 PM	0	1	0	0	0	2	1	0	0	0	0	0	0	1	0	0	5	33
11:45 PM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	26
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	16	68	8	0	16	168	20	0	12	0	48	0	8	16	0	0	380	
Heavy Trucks	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
Pedestrians	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	4	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad																		
Stopped Buses																		

Comments:

APPENDIX B

EXISTING INTERSECTION AERIALS









APPENDIX C
CAPACITY ANALYSES

Intersection

Int Delay, s/veh 2.8

Movement EBL EBT EBR WBL WBT WBR NBL NBT NBR SBL SBT SBR

Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	9	2	2	1	1	0	17	0	0	1	3	8
Future Vol, veh/h	9	2	2	1	1	0	17	0	0	1	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	2	2	1	1	0	18	0	0	1	3	9

Major/Minor Minor2 Minor1 Major1 Major2

Conflicting Flow All	48	47	8	49	51	0	12	0	0	0	0	0
Stage 1	10	10	-	37	37	-	-	-	-	-	-	-
Stage 2	38	37	-	12	14	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	953	845	1074	951	840	-	1607	-	-	-	-	-
Stage 1	1011	887	-	978	864	-	-	-	-	-	-	-
Stage 2	977	864	-	1009	884	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	-	836	1074	939	831	-	1607	-	-	-	-	-
Mov Cap-2 Maneuver	-	836	-	939	831	-	-	-	-	-	-	-
Stage 1	1000	887	-	967	854	-	-	-	-	-	-	-
Stage 2	965	854	-	1004	884	-	-	-	-	-	-	-

Approach EB WB NB SB

HCM Control Delay, s 7.3
HCM LOS -

Minor Lane/Major Mvmt NBL NBT NBR EBLn1WBLn1 SBL SBT SBR

Capacity (veh/h)	1607	-	-	-	-	-	-
HCM Lane V/C Ratio	0.011	-	-	-	-	-	-
HCM Control Delay (s)	7.3	0	-	-	-	-	-
HCM Lane LOS	A	A	-	-	-	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-	-	-

HCM 2010 TWSC
 3: River Rock Boulevard & Cason Trail

Hidden River
 Existing AM

Intersection												
Int Delay, s/veh	5.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↕		↕	↕		↕			↕	
Traffic Vol, veh/h	42	26	70	18	32	37	54	125	11	6	69	14
Future Vol, veh/h	42	26	70	18	32	37	54	125	11	6	69	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	100	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	46	28	76	20	35	40	59	136	12	7	75	15

Major/Minor	Minor2		Minor1		Major1		Major2				
Conflicting Flow All	393	361	83	369	362	142	90	0	148	0	0
Stage 1	96	96	-	259	259	-	-	-	-	-	-
Stage 2	297	265	-	110	103	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-
Pot Cap-1 Maneuver	566	566	976	588	565	906	1505	-	-	1434	-
Stage 1	911	815	-	746	694	-	-	-	-	-	-
Stage 2	712	689	-	895	810	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-
Mov Cap-1 Maneuver	496	539	976	502	538	906	1505	-	-	1434	-
Mov Cap-2 Maneuver	496	539	-	502	538	-	-	-	-	-	-
Stage 1	872	811	-	714	664	-	-	-	-	-	-
Stage 2	617	659	-	792	806	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	11.1	11.6	2.1	0.5
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1505	-	-	512	976	639	1434	-	-
HCM Lane V/C Ratio	0.039	-	-	0.144	0.078	0.148	0.005	-	-
HCM Control Delay (s)	7.5	0	-	13.2	9	11.6	7.5	0	-
HCM Lane LOS	A	A	-	B	A	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.5	0.3	0.5	0	-	-

Intersection

Int Delay, s/veh 6.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	2	12	0	1	0	5	3	0	0	0	6
Future Vol, veh/h	4	2	12	0	1	0	5	3	0	0	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	2	13	0	1	0	5	3	0	0	0	7

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	18	17	3	25	21	3	7	0	0	3	0	0
Stage 1	3	3	-	14	14	-	-	-	-	-	-	-
Stage 2	15	14	-	11	7	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	996	877	1081	986	873	1081	1614	-	-	1619	-	-
Stage 1	1020	893	-	1006	884	-	-	-	-	-	-	-
Stage 2	1005	884	-	1010	890	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	993	874	1081	970	870	1081	1614	-	-	1619	-	-
Mov Cap-2 Maneuver	993	874	-	970	870	-	-	-	-	-	-	-
Stage 1	1017	893	-	1003	881	-	-	-	-	-	-	-
Stage 2	1001	881	-	995	890	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	8.6	9.1	4.5	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1614	-	-	1033	870	1619	-
HCM Lane V/C Ratio	0.003	-	-	0.019	0.001	-	-
HCM Control Delay (s)	7.2	0	-	8.6	9.1	0	-
HCM Lane LOS	A	A	-	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-

Intersection												
Int Delay, s/veh	4.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↕		↕			↕			↕	
Traffic Vol, veh/h	8	21	47	9	12	11	55	83	13	12	123	17
Future Vol, veh/h	8	21	47	9	12	11	55	83	13	12	123	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	100	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	23	51	10	13	12	60	90	14	13	134	18

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	398	393	143	397	395	97	152	0	0	104	0	0
Stage 1	169	169	-	217	217	-	-	-	-	-	-	-
Stage 2	229	224	-	180	178	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	562	543	905	563	542	959	1429	-	-	1488	-	-
Stage 1	833	759	-	785	723	-	-	-	-	-	-	-
Stage 2	774	718	-	822	752	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	522	513	905	492	512	959	1429	-	-	1488	-	-
Mov Cap-2 Maneuver	522	513	-	492	512	-	-	-	-	-	-	-
Stage 1	796	751	-	750	690	-	-	-	-	-	-	-
Stage 2	716	686	-	745	744	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.4	11.4	2.8	0.6
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1429	-	-	515	905	601	1488	-	-
HCM Lane V/C Ratio	0.042	-	-	0.061	0.056	0.058	0.009	-	-
HCM Control Delay (s)	7.6	0	-	12.4	9.2	11.4	7.4	0	-
HCM Lane LOS	A	A	-	B	A	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0.2	0.2	0	-	-

Intersection												
Int Delay, s/veh	8.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	9	24	2	26	71	19	17	0	8	1	3	8
Future Vol, veh/h	9	24	2	26	71	19	17	0	8	1	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	26	2	28	77	21	18	0	9	1	3	9

Major/Minor	Minor2		Minor1		Major1		Major2				
Conflicting Flow All	100	56	8	65	55	4	12	0	9	0	0
Stage 1	10	10	-	41	41	-	-	-	-	-	-
Stage 2	90	46	-	24	14	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-
Pot Cap-1 Maneuver	881	835	1074	929	836	1080	1607	-	-	1611	-
Stage 1	1011	887	-	974	861	-	-	-	-	-	-
Stage 2	917	857	-	994	884	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-
Mov Cap-1 Maneuver	795	825	1074	897	826	1080	1607	-	-	1611	-
Mov Cap-2 Maneuver	795	825	-	897	826	-	-	-	-	-	-
Stage 1	1000	886	-	963	852	-	-	-	-	-	-
Stage 2	809	848	-	962	883	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.6	9.8	4.9	0.6
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1607	-	-	828	875	1611	-
HCM Lane V/C Ratio	0.011	-	-	0.046	0.144	0.001	-
HCM Control Delay (s)	7.3	0	-	9.6	9.8	7.2	0
HCM Lane LOS	A	A	-	A	A	A	A
HCM 95th %tile Q(veh)	0	-	-	0.1	0.5	0	-

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↕		↕	↕		↕			↕	
Traffic Vol, veh/h	42	30	70	56	45	56	54	151	23	12	145	14
Future Vol, veh/h	42	30	70	56	45	56	54	151	23	12	145	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	100	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	46	33	76	61	49	61	59	164	25	13	158	15

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	540	498	165	502	493	177	173	0	0	189	0	0
Stage 1	191	191	-	294	294	-	-	-	-	-	-	-
Stage 2	349	307	-	208	199	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	453	474	879	480	477	866	1404	-	-	1385	-	-
Stage 1	811	742	-	714	670	-	-	-	-	-	-	-
Stage 2	667	661	-	794	736	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	370	447	879	396	450	866	1404	-	-	1385	-	-
Mov Cap-2 Maneuver	370	447	-	396	450	-	-	-	-	-	-	-
Stage 1	773	735	-	680	639	-	-	-	-	-	-	-
Stage 2	546	630	-	686	729	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.9	15.5	1.8	0.5
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1404	-	-	399	879	513	1385	-	-
HCM Lane V/C Ratio	0.042	-	-	0.196	0.087	0.333	0.009	-	-
HCM Control Delay (s)	7.7	0	-	16.2	9.5	15.5	7.6	0	-
HCM Lane LOS	A	A	-	C	A	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.7	0.3	1.4	0	-	-

Intersection

Int Delay, s/veh 7.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕↔			↕↔			↕↔			↕↔	
Traffic Vol, veh/h	4	67	12	14	39	0	5	3	24	0	0	6
Future Vol, veh/h	4	67	12	14	39	0	5	3	24	0	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	73	13	15	42	0	5	3	26	0	0	7

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	51	43	3	73	34	16	7	0	0	29	0	0
Stage 1	3	3	-	27	27	-	-	-	-	-	-	-
Stage 2	48	40	-	46	7	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	948	849	1081	918	859	1063	1614	-	-	1584	-	-
Stage 1	1020	893	-	990	873	-	-	-	-	-	-	-
Stage 2	965	862	-	968	890	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	910	846	1081	845	856	1063	1614	-	-	1584	-	-
Mov Cap-2 Maneuver	910	846	-	845	856	-	-	-	-	-	-	-
Stage 1	1017	893	-	987	870	-	-	-	-	-	-	-
Stage 2	915	859	-	878	890	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.6	9.5	1.1	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1614	-	-	877	853	1584	-	-
HCM Lane V/C Ratio	0.003	-	-	0.103	0.068	-	-	-
HCM Control Delay (s)	7.2	0	-	9.6	9.5	0	-	-
HCM Lane LOS	A	A	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.3	0.2	0	-	-

HCM 2010 TWSC
3: River Rock Boulevard & Cason Trail

Hidden River
Projected PM

Intersection												
Int Delay, s/veh	4.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↕		↕			↕			↕	
Traffic Vol, veh/h	8	33	47	30	19	21	55	168	48	30	173	17
Future Vol, veh/h	8	33	47	30	19	21	55	168	48	30	173	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	100	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	36	51	33	21	23	60	183	52	33	188	18

Major/Minor	Minor2		Minor1			Major1		Major2				
Conflicting Flow All	613	617	197	608	600	209	207	0	0	235	0	0
Stage 1	263	263	-	328	328	-	-	-	-	-	-	-
Stage 2	350	354	-	280	272	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	405	405	844	408	415	831	1364	-	-	1332	-	-
Stage 1	742	691	-	685	647	-	-	-	-	-	-	-
Stage 2	666	630	-	727	685	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	355	374	844	334	383	831	1364	-	-	1332	-	-
Mov Cap-2 Maneuver	355	374	-	334	383	-	-	-	-	-	-	-
Stage 1	704	672	-	650	614	-	-	-	-	-	-	-
Stage 2	594	598	-	628	666	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.6	15.3	1.6	1.1
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1364	-	-	370	844	425	1332	-	-
HCM Lane V/C Ratio	0.044	-	-	0.12	0.061	0.179	0.024	-	-
HCM Control Delay (s)	7.8	0	-	16.1	9.5	15.3	7.8	0	-
HCM Lane LOS	A	A	-	C	A	C	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.4	0.2	0.6	0.1	-	-

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Ms. Mariah Phillips, 1332 Dodd Trail – wanted to know if approved for rezoning would this property be for industrial use? Would the developer be responsible for infrastructure? If so, all future developments should take the burden of all infrastructure instead of City tax dollars paying for road improvements.

Chair Kathy Jones closed the public hearing.

Mr. Matthew Blomeley explained it is customary for a project that is the part of the City's Major Transportation Plan for the developer to participate in road improvements. For example, this could be the construction of the road, or right-of-way dedication, or pay fees in lieu of construction, etc. This would be required from the developer with their plans. Some of the burden for road improvements is placed on the developer.

Mr. Ken Halliburton made a motion to approve the zoning request subject to staff comments, seconded by Mr. Chase Salas. The motion carried by unanimous vote in favor.

Zoning application [2019-426] for approximately 122.19 acres located along Cason Trail, Eastview Drive, and Racquet Club Drive to be rezoned from RS-10 and RS-15 to PUD (Hidden River Estates PUD), Blue Sky Construction, applicant. Ms. Marina Rush summarized

the zoning request from the staff report, which had been provided to the Planning Commission in the agenda packet. Mr. Rush made known a traffic analysis had been prepared for review during August 2019 and had been provided for reference. Staff had reviewed the report and had requested for additional items to be addressed:

- Provide a stub road to the Chambers property to allow a future connection to River Rock Boulevard.
- The developer would be required to widen Cason Trail to three lanes adjacent to their property.

Continuing, Ms. Rush made known Staff had attended neighborhood meetings which the developer had scheduled in July 2019 and December 2018. Also, Staff had met with small groups

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regarding this proposal. The most recent small group meeting had been on September 30, 2019. Ms. Rush explained the future land use map of the Murfreesboro 2035 Plan shows this property as auto-urban general residential as the most appropriate land use character. The characteristics for this land use would allow the density to go up to 8.64 dwelling units per acre. However, this project is proposing 5.13 dwelling units per acre. The zoning and density for this proposal is consistent with the future land use map.

Mr. Clyde Rountree, Mr. Brian Burns, and Mr. Bill Huddleston were in attendance to represent the application. Mr. Clyde Rountree came forward to begin a PowerPoint presentation from the applicant's pattern book.

Chair Kathy Jones wanted to know during the phasing plan for 1A, would a road connect with Cason Trail? In addition, during the phase of 1B, have there be access points off of Eastview Drive and Racquet Club Drive? Mr. Rountree explained Eastview Drive would be the primary access for Phase 1B. She requested for this information to be revised in the applicant's pattern book. Chair Kathy Jones asked if solid waste had been addressed for the entire development. Mr. Rountree made known it would be a gated development which includes private haulers. Mr. Warren Russell asked if the public roads would have private haulers too. Mr. Rountree explained they were working on the details. Continuing, Mr. Rountree made known they would prefer to have a private hauler for the entire development. Mr. Eddie Smotherman inquired on page 12, in the applicant's pattern book there is a gate that is located where two public roads intersect, is this a mistake? Mr. Rountree made known it was an error it should be for public access. Mr. Rountree stated he would make corrections.

Mr. Bill Huddleston representing the applicant came forward making known from the neighborhood meetings and from the last Planning Commission meeting, the major issue for this proposal had been traffic. Since then, the developer has purchased additional land to provide a total of three access points for the development. In addition, to address traffic concerns he

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followed the Institute of Transportation Engineers while preparing the traffic study. From the Traffic Analysis that had been prepared and provided to the City, four critical intersections had been identified as being:

- Cason Trail and Stoney Meadow Drive
- Stoney Meadow Drive and River Rock Boulevard
- Cason Trail and River Rock Boulevard
- Racquet Club Drive and River Rock Boulevard

Mr. Huddleston made known the Traffic Analysis addressed the roadways in this area, the intersections, and had projected traffic that would be caused from this proposed development. From the study, the service level of current traffic had been labeled as A and B, which is very good. However, there were two areas of movements of traffic at Cason Trail and River Rock Boulevard that are at a level C, which is an acceptable level. There were recommendations for road improvements to Cason Trail which would be one of the main access points for the property. They are proposing to widen Cason Trail to 33 feet. Along the southside of Cason Trail they would include a 10-foot multi-purpose trail and improvements to the standard electric lights. The electric lights would include underground utilities in the area. In addition, they would address staff comments with the stub street connection to the Chambers property. All the expenses would be placed on the developer, not on the City of Murfreesboro.

Chair Kathy Jones opened the public hearing.

1. Ms. Tavner McKelley, 1941 Stoney Meadow Drive – opposes this development. She made known she had a petition which had 7,682 signatures opposing this development. It is a beautiful development, but it is not in the right place. It should not be approved due the limitations of the capacity of sewer, increase of traffic on our streets, increase of students in our schools, building in floodplain, etc.

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2. Mr. Bob Gale, 2202 Racquet Club Drive – opposes this development due to the increase in traffic and flooding within this area.
3. Mr. Mike Green, Gaston Court – opposes this development due to the increase in traffic and the negative impact on the environment along the greenway.
4. Mr. Robert Barkley, 215 University Street – opposes this development due to the increase in traffic and the negative impact on the environment along the greenway.
5. Mr. John Boon, 2126 Eastview Drive – opposes this development due to the increase in traffic, crime, failed gates on private streets.
6. Ms. Rita Gale, 2202 Racquet Club Drive – opposes this development due to traffic and ten years of proposed construction. The greenway should be preserved.
7. Ms. Wanda Hendricks, 1543 Dodd Trail – opposes this request. Where would the separate dedicated construction entrance be located? This development would require large amounts of rock, gravel, soil, etc. from large dump trucks over the next 7 to 10 years. She recommended an entrance be provided by the old Racquet Club building or on the World Outreach property.
8. Mr. Warren Tormey, 733 North Spring Street – opposes this development. He provided a handout from the Murfreesboro’s City Sewer Allocation Study making known there is no sewer infrastructure, no traffic infrastructure for this development.
9. Ms. Barbara Higgins, 718 Oakwood Circle – opposes this development due to the impact of density, traffic, school, electrical, sanitation, noise, environmental, air quality, large dump trucks traveling in neighborhoods for the next ten years. She requested for this development be reduced to the current zoning of 410 single-family residential homes. She requested for the following be considered:
 - Do not approve the zone change to City Council.
 - The developer should provide full transparency to the public regarding project impacts under the zoning change. This should be similar as a plan of services.

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- The City should be fully aware of the project impacts in mitigation before it approves a zoning change.
- The developer identifies and mitigates impacts regarding traffic and public safety for the neighborhoods in this area.

10. Mr. Craig Higgins, 718 Oakwood Circle – opposes the zoning request. He requested for the property to remain as RS-15.

11. Ms. Jacquelyn Brown, 2302 Riverstone Drive – opposes the zoning request. She requested for the City to require proper insurance be secured on this land from the developer just in case in the future there is an economic downturn.

12. Ms. Mariah Phillips, 1332 Dodd Trail – opposes the zoning change. Before the development is approved, she requested for the following be addressed:

- The residents should be able to review and comment on the results from the traffic study.
- Would any homes be annexed into the City from the proposed widening of Cason Trail?
- The City of Murfreesboro should provide parking spaces for the Cason Trailhead Park versus vehicles currently parking along Cason Trail.

13. Mr. Dennis O'Neal, 713 Oakwood Circle – opposes the zoning request. He made known over the past five years the City of Murfreesboro Water Resources Department comes into his neighborhood every couple of weeks with a sucker truck to address sewer problems. He expressed his concerns how this proposed development could create additional sewer issues.

14. Ms. Mary Ellen Sloan, 1545 Nathan Court – opposes the zoning request. The burden of infrastructure costs from a new development should not be placed on City tax payers. No more high-density zoning, it is too much.

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15. **Ms. Elaine Gipple, 2709 Spaulding Circle** – opposes the zoning request. This land is road locked. The proposed public access would be dumping traffic into single-family residential neighborhoods. She requested that the traffic study include the traffic from the future bridge that is being proposed within this area.
16. **Dr. Jon Zayas, 126 Pennsauken Court** – opposes the zoning request. He feels if approved this development would create an increase of crime in the area and destroy the character of the Cason Lane neighborhood.
17. **Ms. Linda Stevens, North Maney Avenue** – opposes the zoning request. She has concerns with the environmental impact within a high-density area.
18. **Mr. Bruce Kirk, 707 Oakwood Circle** – opposes the zoning request. He has concerns with the increase of traffic being placed on City streets in a residential area. The streets are substandard and the streets do not have sidewalks, or curb and gutter.
19. **Ms. Daniel Brown, 2468 Oakhill Drive** – opposes the zoning request. She voiced her concerns regarding the traffic study. This study does not account for the additional traffic from the apartment complexes that are being constructed within the area. In addition, she wanted to know why a private development would be allowed to have safe access to the greenway when other taxpayers must travel to get to the greenway from other neighborhoods. She requested for the Planning Commission to consider the negative impact this development would have on the entire region having to deal with 1,000 additional vehicles and additional traffic affecting this area.
20. **Mr. Jim Butler, 1310 River Rock Boulevard** – opposes the zoning request. He has concerns with the widening of Cason Trail which would take property away from the property owners. In addition, the burden of taxes being placed on property owners for the City to construct a bridge within this area. He requested for the developer to be responsible in building the bridge, paying for water and sewer improvements, etc. Only the developer wins and everyone else loses.

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21. Mr. Andrew McKelley, 1941 Stoney Meadow Drive – opposes the zoning request. He has concerns regarding the impact of the flood zone/floodway in a high-density area. He requested for Murfreesboro to participate in the AE flood zone program to limit development within a floodplain.

Chair Kathy Jones closed the public hearing.

Ms. Marina Rush apologized for not providing the traffic study on the website. It was the intent for Staff to have the traffic study as an attachment and believed it was available. It was during Mr. Bill Huddleston's presentation she realized it had not been made available. She made known it had been an honest omission. The traffic study is available at City Hall and it is an open file to anyone who would like to review the study. Chair Jones wanted to know when a Traffic Study is required from a developer are there certain elements that are required for the development? Mr. Bill Huddleston came forward to make known there are normal requirements from City Staff when a Traffic Study is warranted. He stated this study has followed the normal requirements and he provided the following information:

- In a floodway or floodplain there are FEMA requirements and City requirements for development. Fill is not allowed in a floodway. However, there can be a responsible fill in a floodplain.
- The developer has requested for the construction fill to occur from their property that is out of the floodway onto the floodplain. It would help keep cost down and limit the amount of construction trucks on the neighborhood streets.
- The State of Tennessee and the City of Murfreesboro requires information on the developer's construction plans to address where the construction access would be located.
- There is a 50-foot right of way to widen Cason Trail for road improvements.
- Oakwood Circle is uphill from this property so development on this property would not exacerbate Oakhill Circle residents.

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- There are sewer capacity issues being discussed for capping density at this time. However, this development fits in with the proposed density cap being proposed by the City Water Resources Department.
- For this development they are seeing traffic being used at River Rock Boulevard more than Oakwood Circle.
- On page 11, the Traffic Study addresses the apartment complex that is south of this property. The apartment complex is responsible to provide a bridge over Spence Creek which would have direct access to Highway 99 and Cason Trail.
- This development would be required to meet all detention and retention requirements to meet stormwater quantity and stormwater quality.

Mr. Warren Russell commented that the applicant's pattern book does not show the detention area and retention areas. Mr. Bill Huddleston stated they were in the pattern book colored green, but he would revise the areas to be blue. The details for the detention and retention areas would be provided with a preliminary plat. Ms. Jennifer Garland wanted to know if the Traffic Study provides outline areas from the development. Mr. Huddleston answered no, they usually meet with Staff to decide how far out to go or not to go by using good engineering judgement. Chair Jones wanted to know if sidewalks were in the existing neighborhoods. Mr. Huddleston made known during the time period of the existing neighborhoods being developed the City had designed the streets to be 33/36 feet-wide asphalt without sidewalks. Now, City residential streets are required to be 24-foot wide streets with sidewalks.

Ms. Rush addressed the concerns that had been made about the distance of this development and the greenway. She made known there would be 150 feet or more separation between this development and the greenway. Also, a ten-foot wide pedestrian multi-purpose path that had been mentioned could be required for the developer to construct. It is not part of the developer's proposal at this time. To address noise during construction, the City has in place a noise ordinance

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which provides the time of day when construction could occur in a residential area. Lastly, this development has been proposed to be constructed in phases. During any phasing, the remaining portion of the property must be maintained and kept in good order.

Mr. Sam Huddleston said he was responsible for working with the developers, the design engineer, and Staff to establish a scope that seemed to be appropriate for the Traffic Study. The project team had studied the local impacts, the 2040 Major Transportation Plan, the existing traffic counts, and the traffic history. In addition, they had studied the 2035 Future Land Use Map and followed the Institute of Transportation Engineers guidelines. This property has been considered as a future buildout at some point. The Land Use Study has shown this property being 8 units per acre and this proposal has been designed to be less than 8 units per acre. In addition, the Traffic Study identified the needs for this area. A proposal had been made to address the area with a couple of bridges to provide local access. The bridges are for the residents who are here attending this meeting. City Staff knows there is work to be done in this area such as the Cason Trailhead Park that includes a greenway system that has been a very successful park. Whether or not this development occurs, our Staff needs to review this area further to address appropriate parking. In addition, there are two blocks that connect from Stoney Meadow Drive and Cason Trail to River Rock Boulevard which should be reviewed further to connect additional pedestrian needs and bike facilities.

Mr. Brian Burns came forward making known from his own experience the proposed plan is for young families who move into a townhome or those who have lived in a larger home and want something smaller. The townhomes he has constructed in this area have included very few children. He explained it was very important for his team to provide affordable housing. A third of this project would have a cost of \$200,000.00 to \$250,000.00 price points. The Row would have sixty units with a price point between \$400,00.00 to \$600,000.00. There would be eighteen Estate Homes. The Cottages would be age restricted in a range of \$280.00 to \$320,000.00.

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Chair Kathy Jones commented on how the Planning Commission members have strong feelings and love for Murfreesboro. Each Commissioner wants the best for our City. The Planning Commission realizes there are a lot of people who are moving into our City and moving into Rutherford County. We are trying to plan for all the people who want to move into our wonderful City, and we are doing the best we can, and roads would need to be built. City Staff has spent lots of time and effort studying this project and have met with the residents individually, as groups, telephone calls, email, etc.

Mr. Ronnie Martin made known how grateful he was with Staff spending so much of their time with this proposal. Also, he has been in several of the residential meetings and has seen Mr. Brian Burns be very patient. He feels that Mr. Burns has done a great job going through this process. This proposal has been difficult for him due to the following:

- The numbers presented from Change.org may be misleading with signatures that may not be from the neighborhood or from Murfreesboro.
- Traffic is a concern and he appreciates the Traffic Study. There are two sides with the traffic. Sometimes the traffic has a pinch point and other times there is zero traffic. When the improvements to Hwy 99 are completed it would help this area.
- There are midterm road improvements to help the traffic issues. He does not see these improvements bringing traffic into the area. However, it would be some time before these improvements occur.
- The proposed development is very attractive. However, he has concerns with construction traffic occurring along residential streets.
- He has concerns with traffic being along Racquet Club Drive because it does not have a 35-foot wide street, nor it does not have sidewalks.

Mr. Eddie Smotherman commented he had been involved with the new tax increase. The reason for the tax increase is because there had not been a tax increase over the last 19 years. There is

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 2, 2019

never a good time for a tax increase, but it had to happen. Now, we have a sustainable tax rate for our big City. The services that are provided are expensive and we try to manage the City as prudent as we can.

Ms. Jennifer Garland made known she grew up in this area and is very fond of the area. She feels this proposal is very nice. The developer has improved their plan from their original plan by addressing the additional access points. Growing pains are hard, but this is a well-done project with some challenges. If this project moves forward, the Planning Commission would continue to be involved and would make certain the issues that have been presented would be addressed as best as they can.

Mr. Ken Halliburton commented this is a difficult proposal; however, he feels it is a well-thought-out plan. Density is an issue with the neighbors. Also, there are guidelines with our City and this proposal meets the sewer guidelines. The Traffic Study has been prepared from the information provided to him. He had traveled in this area at 7:30 a.m. and it is horrible. It is difficult to get out of the area. The information provided indicates this proposal is less dense than the 2035 Land Use Study calls for. With this planned development request, we would know exactly what we would get for this property.

Mr. Ken Halliburton made a motion to approve the zoning request, seconded by Mr. Chase Salas. The motion carried by a vote of 5-2 (Mr. Martin and Mr. Smotherman voted no.)

Staff Reports and Other Business

Mr. David Ives requested for a Mandatory Referral regarding City-owned property at 912 Dashiel Street. He made known the City had acquired this property in 1956 and would like to sell the property to the company Univar. If Univar acquires the property, they are proposing to provide additional industry use and jobs at this location.

Mr. Chase Silas made a motion to approve the sale of the property, seconded by Mr. Ken Halliburton. The motion carried by unanimous vote in favor.

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

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

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

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

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

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

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

Wanda Hendricks

1543 Dodd Trail

Murfreesboro, TN 27128

October 29, 2019

As a statement of services:

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

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

All were notarized on October 28, 2019.

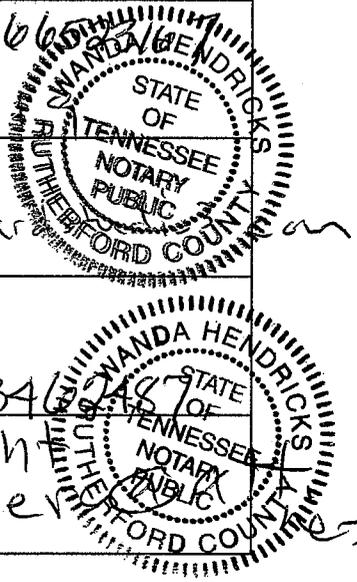
I am Wanda Hendricks

My notary is valid until 19 March 2023.

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

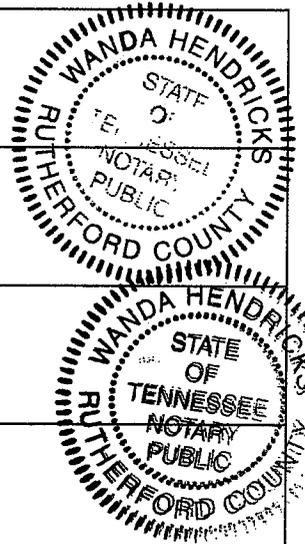
Parcel 1 Frontage: EASTVIEW DRIVE

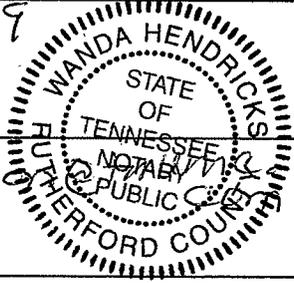
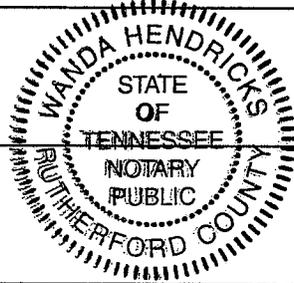
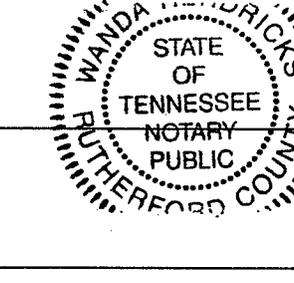
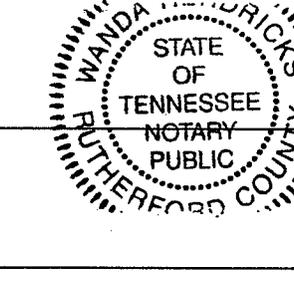
2110	Print Name	Signature	Date
	Address	Phone	Email
2106	Print Name	Signature	Date
	Address	Phone	Email
2102	Print Name 2102 Ken Ward	Signature 	Date VALID 10/6/19 10/8/19
	Address 2102 Eastview drive	Phone 615-631-9622	Email Ken@ward.com
2101	Print Name STEVE WATKINS LYNNETTE WATKINS	Signature Steve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



Parcel 1 Frontage: RACQUET CLUB DRIVE

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

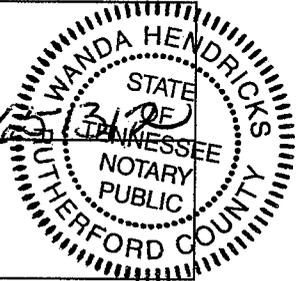


2232 7	Print Name Lénoir Culbertson Barry	Signature <i>Lénoir H Culbertson</i>	Date Oct 8, 2019 DL 2733008 056900896	
	Address 2232 Racquet Club M'boro, TN	Phone 615-969-3576	Email lenoir.culbertson@...	
2236 10	Print Name Suzanne Vaughan	Signature <i>Suzanne Vaughan</i>	Date Oct 8, 2019	
	Address 2236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

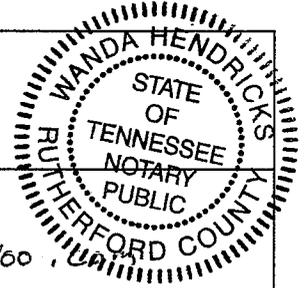
2221	Print Name Russell Ludlam	Signature <i>Russell Ludlam</i>	Date 8 Oct 19
	Address 2221 Racquet Club Dr Memphis Tenn TN 37128	Phone 469 358 5598	Email russellludlam@yahoo.com

Parcel 1 Frontage: RIVER ROCK BOULEVARD

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



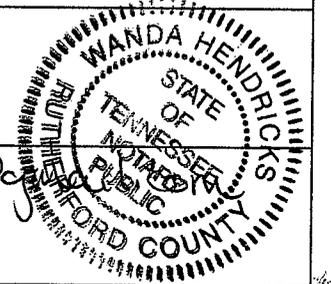
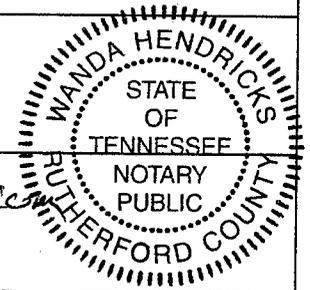
Parcel 2 Frontage: EASTVIEW DRIVE

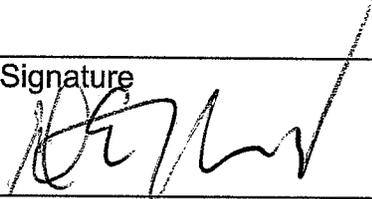


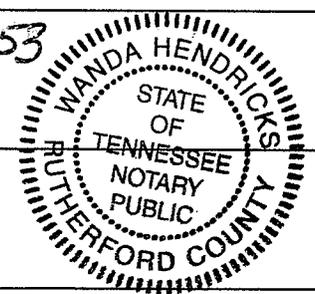
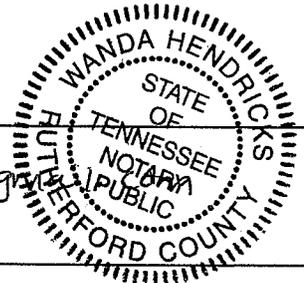
2103	Print Name JAMES MARLATT	Signature <i>James Marlatt</i>	Date 10-8-19 116576295
	Address 2103 EASTVIEW	Phone 869-5258	Email jimmarlattjr@yahoo.com
2107	Print Name Haley & Blake Pewitt	Signature <i>Haley Pewitt</i>	Date 10/9/19
	Address 2107 Eastview Dr.	Phone 615-568-1664	Email Haleyayarbrough@yahoo.com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

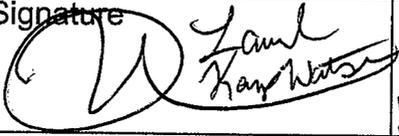
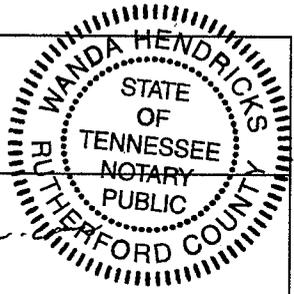
Parcel 2 Frontage: DODD TRAIL

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

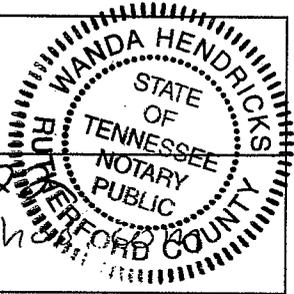
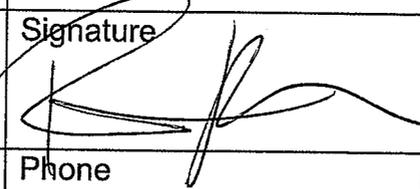


1319	Print Name Kristi Maxwell	Signature Kristi Maxwell	Date 10/8/19 DL# 0910191685
	Address 1319 Dodd trail Murfreesboro, TN 37128	Phone 615-812-4013	Email Kristi.maxwell85@gmail.com
1323	Print Name	Signature	Date
	Address	Phone	Email
1327	Print Name	Signature	Date
	Address	Phone	Email
1331	Print Name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



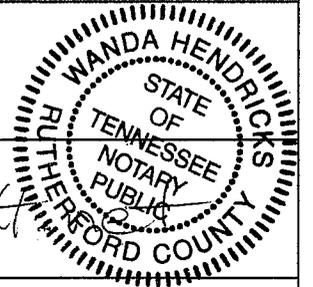
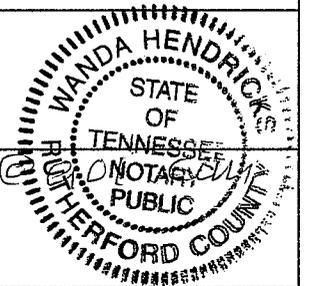
1335	Print Name JOSHUA & LAUREL KEMP WATSON	Signature 	Date 10/8/19 102775082	
	Address 1335 DODD TEL MIDORO, TN 37128	Phone 615-554-2304	Email LAUREL.WATSON@GMAIL	

Parcel 2 Frontage: STONEY MEADOW DRIVE

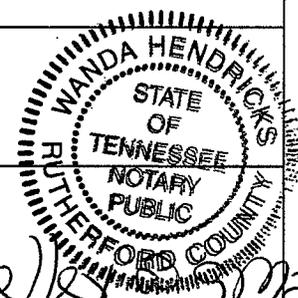
1901	Print Name Tammy Bahmanziari	Signature 	Date 10/9/19	
	Address 1901 Stoney Meadow Murfreesboro, TN 37128	Phone 615-653-1477	Email 14-05725762 tbahmanz@yahoo	
1905	Print Name Robert Beyer	Signature 	Date 10/9/19	
	Address 1105 Stoney Meadow Dr	Phone	Email Sgtbeyer@Hotmail.com	

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

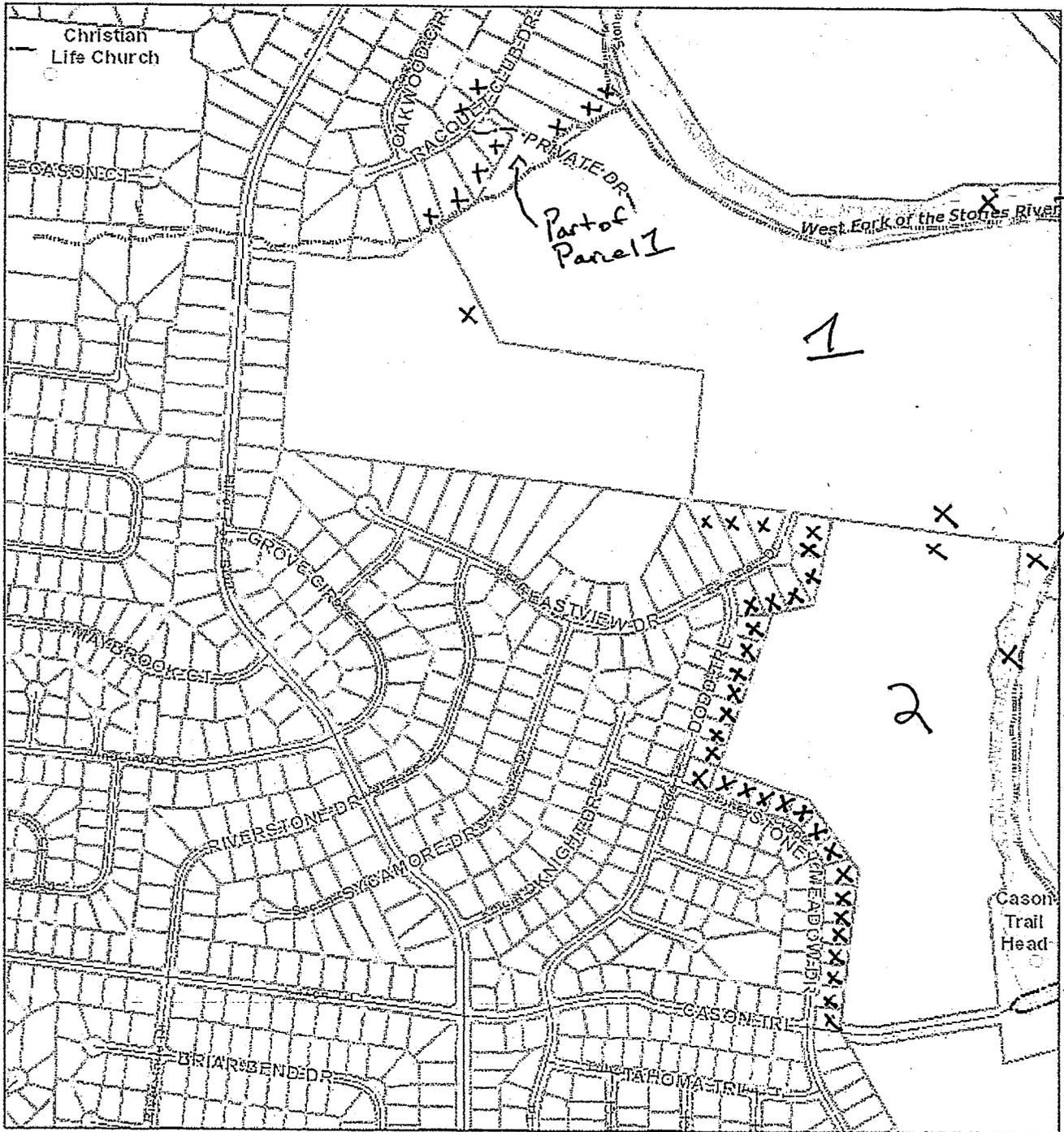
1921	Print Name	Signature	Date
	Address	Phone	Email
1925	Print Name MARY ANN PARKER Dwayne Parker	Signature <i>Mary Ann Parker</i> <i>Dwayne Parker</i>	Date DL# 073143901
	Address 1925 STONEY MEADOW MURFREESBORO, TN 37128	Phone 896-0035	Email mscowsecw1@
1929	Print Name Mary Beth Taylor	Signature <i>Mary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



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

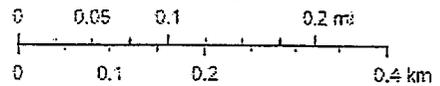


ArcGIS Web Map



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

1:9,028



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

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

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

ORDINANCE 19-OZ-43 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 122.19 acres along Cason Trail, Eastview Drive, and Racquet Club Drive from Single-Family Residential Ten (RS-10) District and Single-Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District (Hidden River Estates PUD); Blue Sky Construction, applicant [2019-426].

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

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

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

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

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Melissa B. Wright
City Recorder

Adam F. Tucker
City Attorney

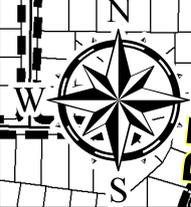
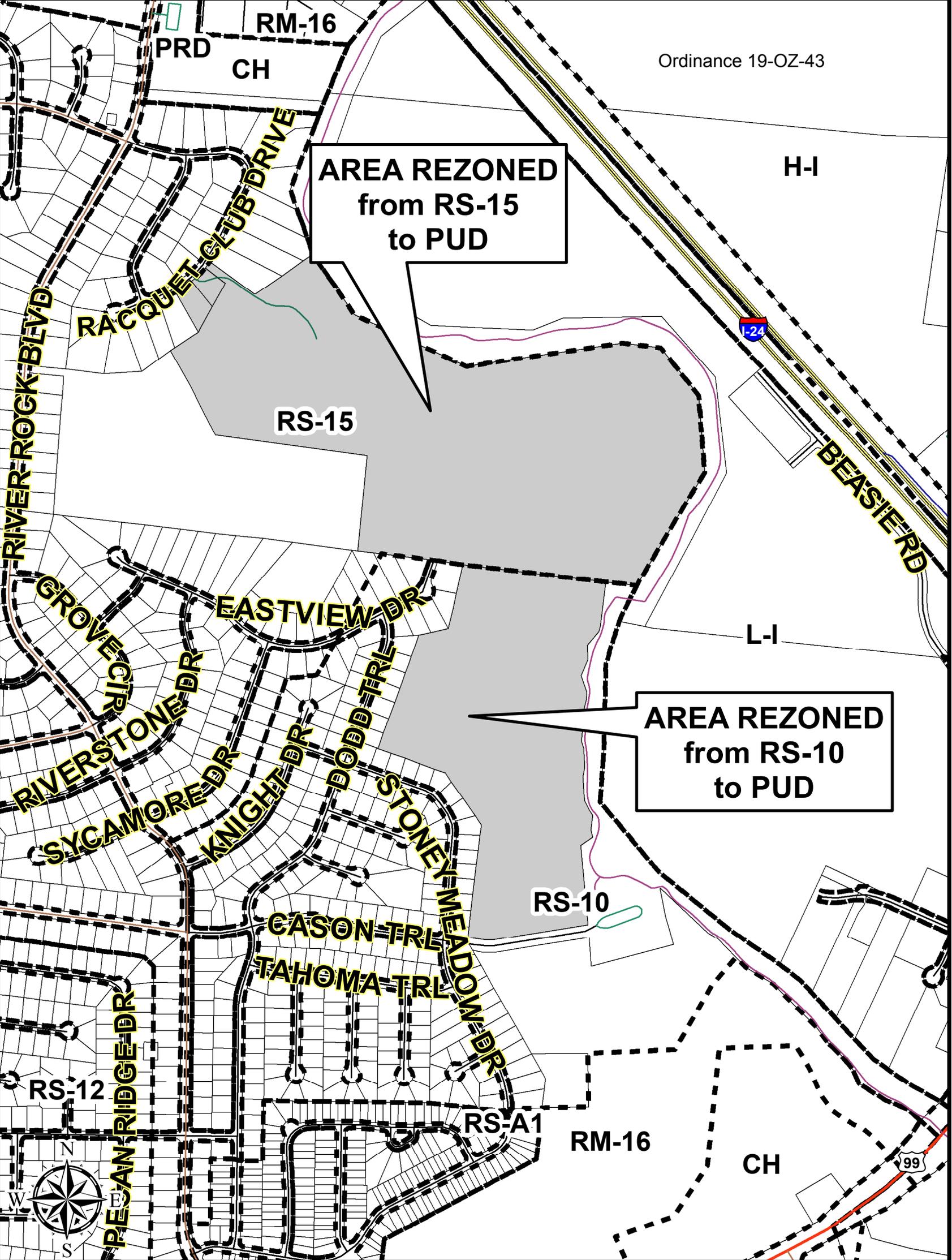
SEAL

AREA REZONED
from RS-15
to PUD

RS-15

AREA REZONED
from RS-10
to PUD

RS-10



COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

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 matters previously heard by the Planning Commission for public hearings before Council.

Staff Recommendation

Schedule public hearings for the five items below on March 19, 2020.

Background Information

During its regular meeting on November 6, 2019, the Planning Commission conducted public hearings on items "a" and "b" listed below. After the public hearing, the Planning Commission voted to recommend approval for item "a" and defer action on item "b". At its regular meeting on January 14, 2020, the Planning Commission considered item "b" under "Old Business" and voted to recommend its approval as well.

- a. Annexation plan of services and annexation petition [2019-508] for approximately 65 acres located along Northwest Broad Street, Springboard Landing, Inc. and Mary Hord Haymore Children, LP applicants.
- b. Zoning application [2019-424] for approximately 65 acres located along Northwest Broad Street to be zoned PUD simultaneous with annexation and approximately 13 acres to be rezoned from RS-15 and L-I to PUD (River Landing PUD), D.R. Horton, Inc. applicant.

During its regular meeting on January 8, 2020, the Planning Commission conducted public hearings on the three items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

- c. Zoning application [2019-445] for approximately 0.89 acres located along Bradyville Pike west of Minerva Drive to be rezoned from RS-10 to PCD (Bradyville Center PCD), Ken Xayabudda applicant.

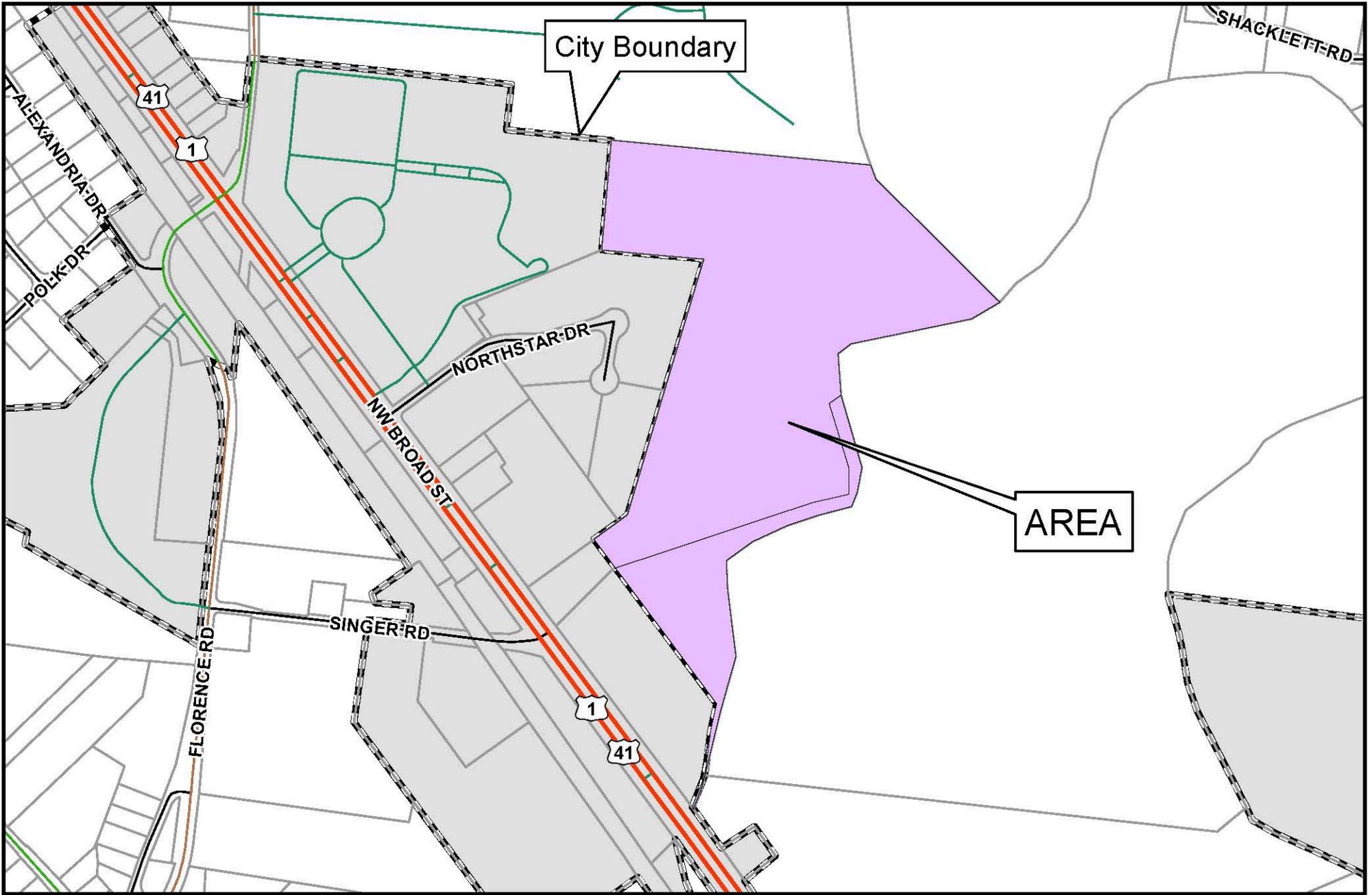
- d. Zoning application [2019-440] for approximately 0.71 acres located along East Vine Street east of South Highland Avenue to be rezoned from RS-8 to PRD (East Vine Villas PRD), Blue Sky Construction, Inc. applicant.
- e. Proposed amendments to the Zoning Ordinance [2019-809] pertaining to *Section 2: Interpretation and Definitions*, regarding the definition of "family"; *Section 10: Variances*; *Section 18: Regulations of General Applicability*, regarding lighting fixtures at recreational fields; and *Section 27: Landscaping and Screening*, regarding landscaping for stormwater management areas, City of Murfreesboro Planning Department applicant.

Fiscal Impact

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

Attachments:

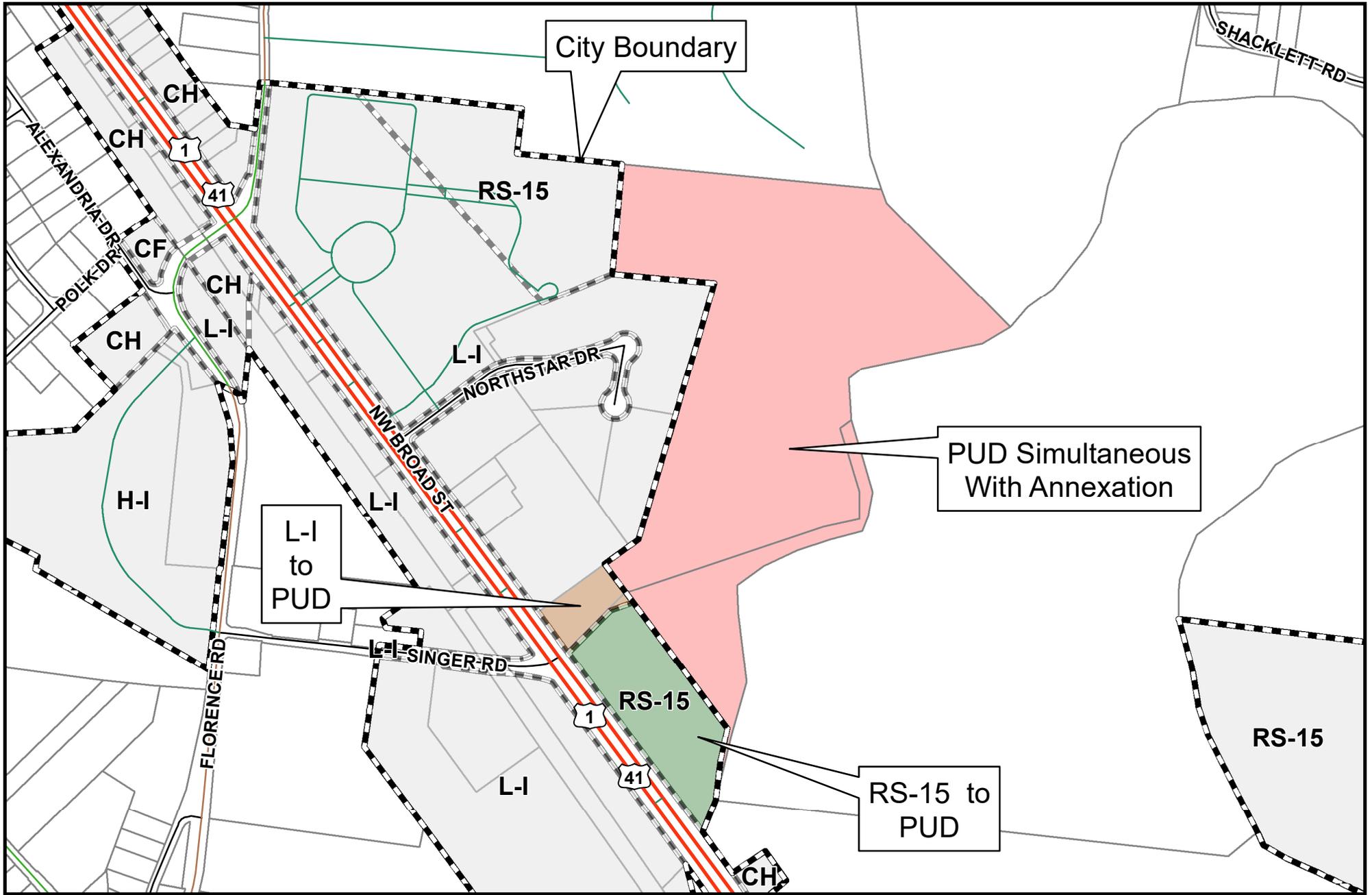
- 1. Map for annexation petition for approximately 65 acres located along Northwest Broad Street
- 2. Map for zoning application for approximately 78 acres located along Northwest Broad Street
- 3. Map for zoning application for approximately 0.89 acres located along Bradyville Pike
- 4. Map for zoning application for approximately 0.71 acres located along East Vine Street



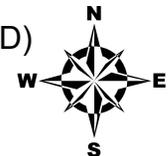
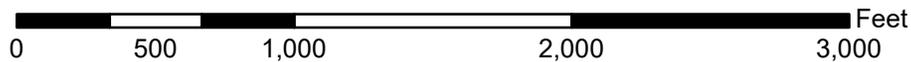
Annexation Request for Property
Along Northwest Broad Street



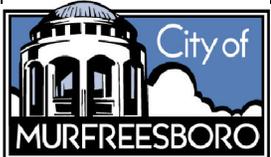
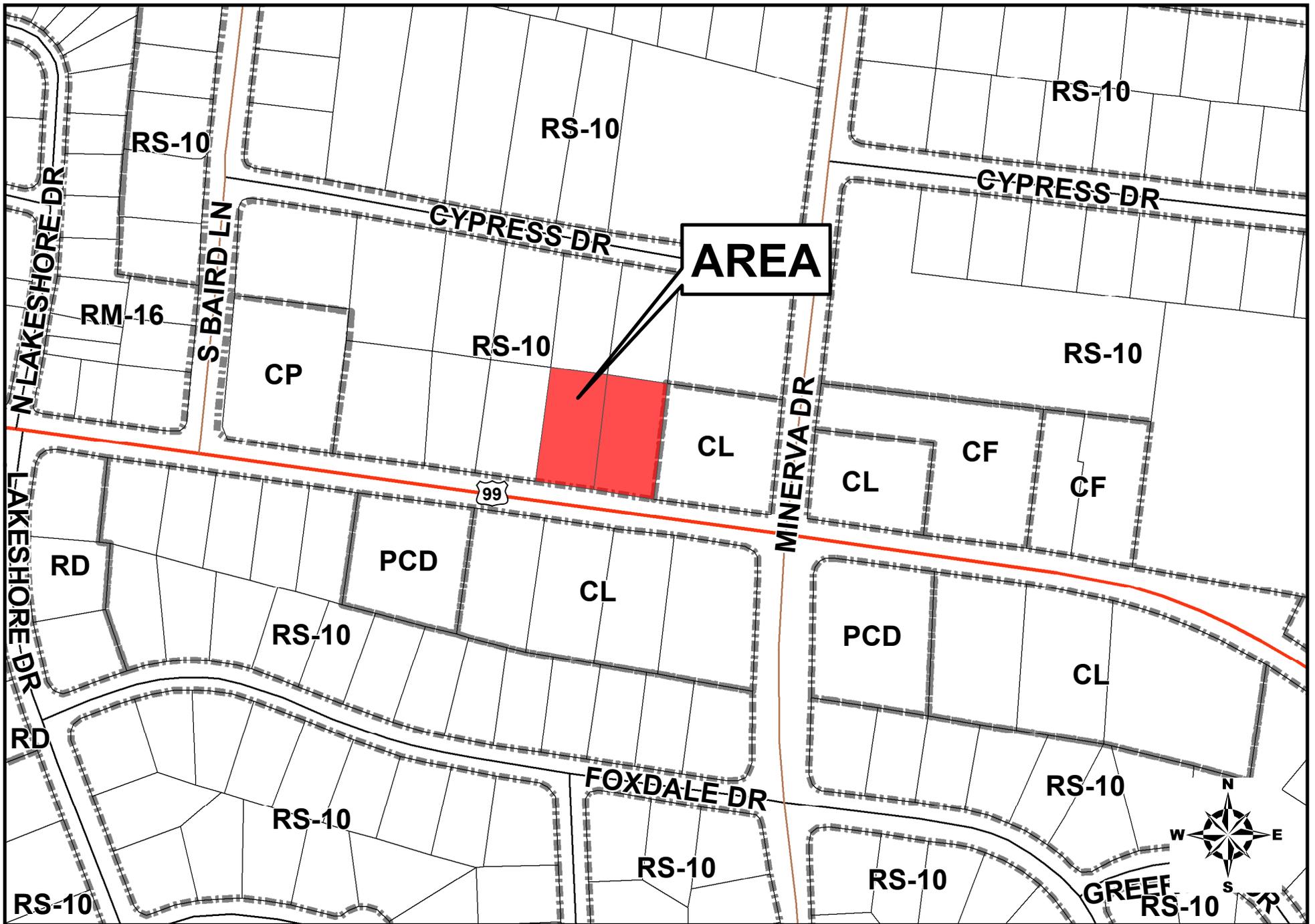
Planning Department
City of Murfreesboro
11 W Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov



Rezoning Request for Property Along Northwest Broad Street
L-I and RS-15 to PUD and PUD Simultaneous with Annexation (River Landing PUD)



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

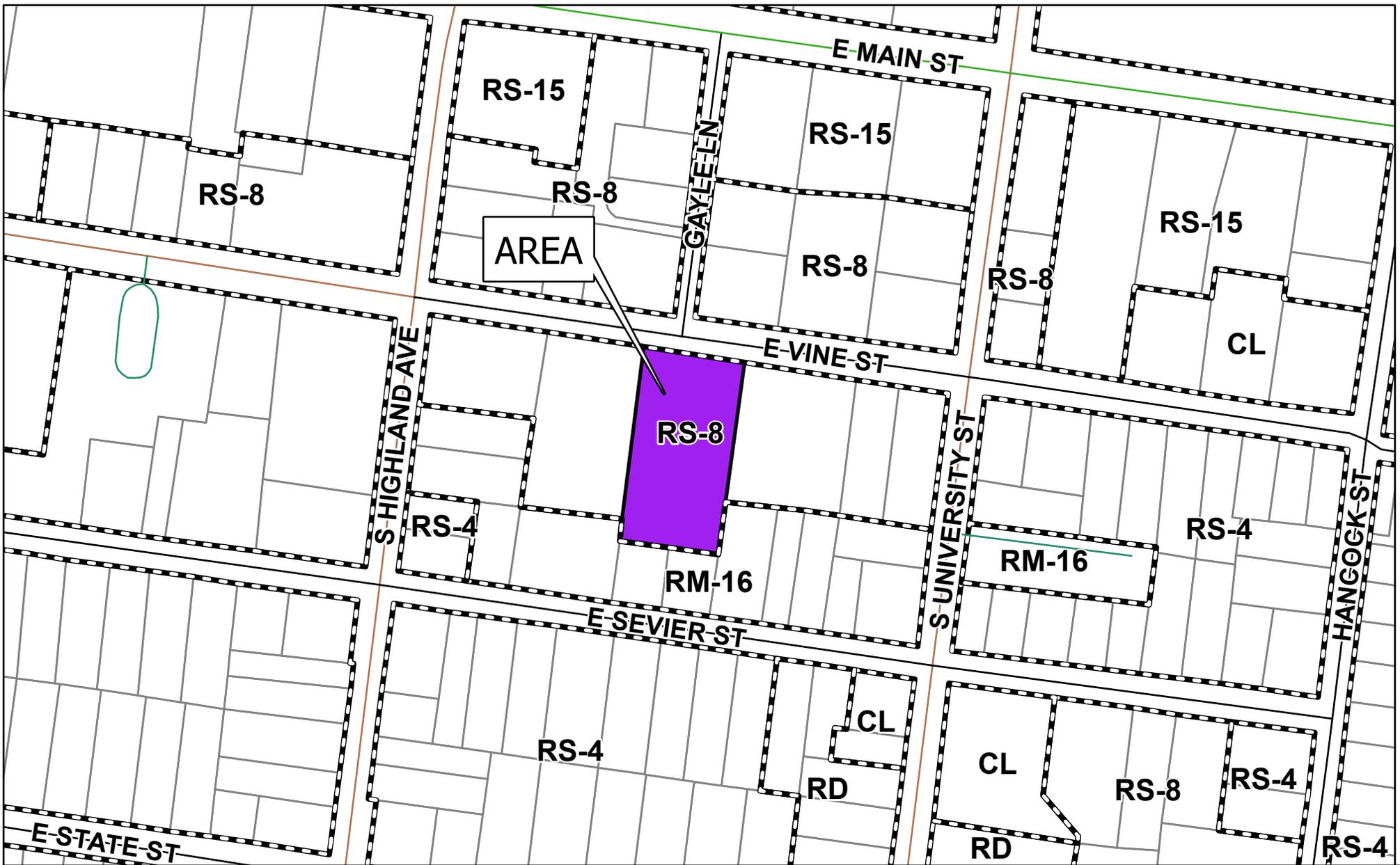


T E N N E S S E E

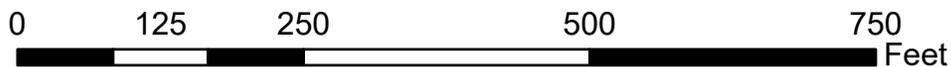
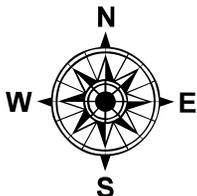
Zoning Request for Property Along Bradyville Pike RS-10 to PCD (Bradyville Center PRD)



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



Zoning Request for Property Along East Vine Street
 RS-8 to PRD (East Vine Villas PRD)



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

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Gateway Blvd Extension – Professional Services Agreement

Department: Engineering

Presented by: Chris Griffith, City Engineer

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

Contract for professional services for Gateway Blvd Extension.

Staff Recommendation

Approve a professional services contract with Energy Land & Infrastructure per attached proposed contract not to exceed \$131,660.00.

Background Information

Staff requested a proposal from Energy Land & Infrastructure to provide the City with a survey, preliminary and final design, development of contract documents and bidding assistance for the extension of Gateway Boulevard from the existing roundabout near Medical Center Parkway to Robert Rose Drive.

Council Priorities Served

Expand infrastructure.

Implementation of the 2040 Major Transportation Plan through the improvement of heavily traveled streets encourage economic development.

Fiscal Impact

The primary funding source for the project will come from previous CIP funding.

Attachments

Professional Services Agreement – Gateway Boulevard Extension



ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL

January 15, 2020

Chris Griffith
Executive Director of Public Works
City of Murfreesboro
111 W. Vine Street
Murfreesboro TN, 37130

Re: Professional Services Agreement – Gateway Boulevard Extension

Dear Mr. Griffith,

Energy Land & Infrastructure, LLC (ELI-LLC) is pleased to offer the following Professional Services Agreement for professional services required for the Gateway Blvd. Extension from the existing Gateway Blvd roundabout to Robert Rose Drive in City of Murfreesboro (Murfreesboro), TN.

ELI-LLC proposed to conduct these professional services at an hourly rate not to exceed **\$131,660.00**.

We appreciate the opportunity to provide this proposed Agreement to you. If you agree to its terms, please sign and return a copy of the attached "Standard Form of Agreement Between Owner and Engineer for Professional Services".

Warmest regards,

ENERGY LAND & INFRASTRUCTURE, LLC

Jay W. Bradley, PE

Attachments

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES**

WHEN
“STUDY AND REPORT PHASE” ARE DELETED AND
“RESIDENT PROJECT REPRESENTATION” IS PROVIDED BY OWNER

THIS IS AN AGREEMENT made as of _____, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and Energy Land and Infrastructure, LLC., (ENGINEER).

OWNER intends to secure professional services for the survey, preliminary and final design, development of contract documents, and bidding assistance for the extension of Gateway Blvd from the existing round-about near Medical Center Parkway to Robert Rose Drive for the City of Murfreesboro, TN (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1
BASIC SERVICES OF ENGINEER**

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental hereto.

1.2 Study and Report Phase

~~After written authorization to proceed, ENGINEER shall:~~

~~1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data;~~

~~1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.3, and assist OWNER in obtaining such data and services.~~

~~1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.~~

~~1.2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.~~

~~1.2.5 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.~~

1.2.6 Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized; Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights of way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by

~~others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."~~

~~1.2.7 Furnish five copies of the Study and Report documents and review them in person with OWNER.~~

~~1.2A Environmental Assessment~~

~~1.2A.1 Modified Transaction Screen~~

~~A Modified Transaction Screen shall be conducted to determine if there are any current or historically recognized environmental conditions that indicate that hazardous substances or petroleum products that could impact the proposed Project. Cost of the Modified Transaction Screen shall be based on funding sources and findings of the Report.~~

~~1.2A.2 Phase I Archeological Survey~~

~~A Phase I Archeological Survey shall be conducted to identify any cultural resources that may affect the proposed Project. Cost of the Phase I Archeological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.3 Ecological Survey~~

~~An Ecological Survey shall be conducted to identify any plant or animal life that may affect the proposed Project. Cost of the Ecological Survey shall be based on funding sources and findings of the Report.~~

~~1.2A.4 Wetland Delineation Study~~

~~A Wetland Delineation study shall be conducted to identify any potential wetlands that may affect the proposed Project. Cost of the Wetland Delineation shall be based on funding sources and findings of the Report.~~

~~1.2A.5 Geotechnical Survey~~

~~A Geotechnical Survey shall be conducted to identify land conditions that may affect the proposed Project. Cost of the Geotechnical Survey shall be based on funding sources and findings of the Report.~~

1.3 Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1 In consultation with OWNER and on the basis of the accepted Study and Report documents,

determine the general scope, extent, and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

1.3.3 Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.4 Final Design Phase

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design Documents and revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent, and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).

1.4.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for general permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. If permitting proceeds into an individual versus a general format, ENGINEER's services are available as part of the Agreement should the OWNER request such services, in accordance with paragraph 5.1.2.1.

1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused

by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineer's Joint Contract Documents Committee or as specified by OWNER), and assist in the preparation of other related documents.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.5 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend, chair and keep minutes for mandatory or voluntary pre-bid conferences, attend, chair and keep minutes for third party utility pre-bid coordination meetings, assist OWNER in preparation of construction milestones, and receive and process deposits for Bidding Documents.

1.5.2 Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4 Consult with OWNER concerning and determine the acceptability of substitute materials

and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

1.6 Construction Phase

During the Construction Phase:

~~1.6.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions of the Construction Contract, C 700 (20013 ed.) of the Engineer's Joint Contract Documents Committees said the Standard General Conditions document is amended by Owner. The extent and limitations of the duties, responsibilities and authority of ENGINEER are provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" and except as ENGINEER may otherwise agree in writing. OWNER will issue instructions to Contractor(s) through ENGINEER or inform ENGINEER of instructions issued to Contractor(s) and ENGINEER will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions, as modified in wiring~~

~~1.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:~~

~~1.6.2.1 Engineer shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents, including adherence to construction schedule and milestones~~

and ENGINEER shall keep OWNER informed of the progress of the work.

~~1.6.2.2. ENGINEER will be OWNER's agent under OWNER's supervision~~

~~1.6.2.3 The purpose of ENGINEER's visits to and representation by the OWNER's Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.~~

~~1.6.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a complete Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.~~

~~1.6.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.~~

~~1.6.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor(s) are required to submit, but only for conformance with the design concept of~~

~~the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.~~

~~1.6.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.~~

~~1.6.7 Inspections and Tests. As OWNER'S representative, ENGINEER shall have authority, upon prior approval by OWNER, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of and the results certified indicate compliance with, the Contract Documents).~~

~~1.6.8 Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.~~

~~1.6.9 Applications for Payment. Based on ENGINEER's onsite observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:~~

~~1.6.9.1 ENGINEER shall coordinate and confirm the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and complies with the construction milestones, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work,~~

~~ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).~~

~~1.6.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that the title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.~~

~~1.6.9.3 If ENGINEER deems that CONTRACTOR has not progressed with the work to the point of compliance with established construction milestones, ENGINEER shall not recommend payment by OWNER, until such time as the appropriate milestone is met. In the event that construction milestones are not met repeatedly, the ENGINEER shall recommend to OWNER in writing the recommendation to notify CONTRACTOR's surety and apprise them of the delinquent progression of work. Upon OWNER's concurrence of recommendation, ENGINEER shall then notify the CONTRACTOR's surety in writing.~~

~~1.6.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the~~

~~results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.~~

~~1.6.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.~~

~~1.6.12 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.6.1 through 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.~~

~~1.7 Operational Phase~~

~~During the Operational Phase, ENGINEER shall, when requested by OWNER:~~

~~1.7.1 Provide assistance in the closing of any financial or related transactions for the Project.~~

~~1.7.2 Provide assistance in connection with the refining and adjusting of any equipment or system.~~

~~1.7.3 Assist OWNER in training OWNER's staff to operate and maintain the Project.~~

~~1.7.4 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and recordkeeping for the Project.~~

~~1.7.5 Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor(s) to ENGINEER and which ENGINEER considers significant.~~

~~1.7.6 In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.~~

~~The duties and responsibilities of ENGINEER during the Operational Phase are amended and supplemented as indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."~~

SECTION 2 ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under

Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services

in lieu of furnishing the same in accordance with paragraph 3.4.

~~2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

~~2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.~~

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs ~~1.2.3~~ and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services

(See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specification occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 City Engineer shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

~~3.4.4 property, boundary, easement, right of way, topographic, and utility surveys;~~

~~3.4.5 property descriptions;~~

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

~~3.5 Provide engineering surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.~~

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for

coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 [Reserved]

4.3 Upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent, or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters."

4.5 ENGINEER's services under the ~~Study and Report Phase~~, Preliminary Design Phase and Final Design Phase shall each be considered complete ~~at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project as defined in Exhibit A Section 4.~~

4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications, and other Final Design Phase documentation, including the most recent opinion of probable Total Project Costs, and upon OWNER's advertisement of the Project to the Public, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5).

4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of

separate prime contracts if the Project involves more than one prime contract.

4.8 The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials, and equipment on which substantial completion is achieved.

4.9 If OWNER has requested significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

4.10 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render Construction Phase services in respect of any prime contract for construction, materials, or equipment more than one year after Substantial Completion is achieved under that contract, the various rates of compensation provided for elsewhere in this Agreement shall be subject to equitable adjustment.

4.12 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contract is to proceed concurrently and is to be included in Exhibit A, "Further

Description of Basic Engineering Services and Related Matters," and the provisions of paragraphs 4.4. through 4.10, inclusive, will be modified accordingly.

SECTION 5 PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 ~~For Basic Planning and Study Report Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1A ~~For Basic Design Services.~~ OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") as follows:

5.1.1.1 As outlined in the Basic Services of Section 1, the following studies shall be conducted:
T.B.D.

5.1.1.1A ~~One Prime Contract.~~ If only one prime contract is awarded for construction, materials, and equipment for the Project, the ENGINEER shall perform their services on an hourly basis for an amount not to exceed **\$131,660.00**. This amount does not include utility designs, which be under a separate contract. ~~equal to 7.5 percent of the Construction Cost for all Basic Services for the roadway, 10.0 percent of the Construction Cost for all Basic Services for the bridges and box culverts, 6 percent of the Construction Cost for all Basic Services for all utilities outside of the roadway and bridge corridor, and 4.5 percent of the Construction Cost for all Basic Services for all utilities inside the roadway and bridge corridor. (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operational Phase services furnished under paragraph 1.7); but, if the prime contract contains cost plus or incentive savings provisions for the Contractor's basic compensation, an amount equal to _% of the Construction Cost for such services.~~

5.1.1.2 ~~Several Prime Contracts.~~ If more than one but less than three separate prime contracts are awarded for construction, materials, and equipment for the Project, an additional amount of 6% is to be

~~added to the aforementioned not to exceed amount of the Construction Cost for all Basic Services described in Section 5.1.1.1A, (except services of ENGINEER's Resident Project Representative and assistants furnished under paragraph 1.6.2.1 and Operation Phase services furnished under paragraph 1.7); but, if any prime contract contains cost plus or incentive savings provisions for Contractor's basic compensation, _____% of the Construction Cost for such services.~~

~~5.1.1.3 Resident Project Services. For services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.6.2.1., on the basis of Salary Costs times a factor of _____ for services rendered by principals and employees assigned to resident Project representation.~~

~~5.1.1.4 Operational Phase Services. For Operation Phase services furnished under paragraph 1.7, an amount equal to ENGINEER's Salary Costs times a factor of _____ for services rendered by principals and employees engaged directly on the Project.~~

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rate schedule Salary Costs times a factor of 2.75.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.15. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. ~~When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:~~

~~5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.~~

~~5.1.4.2 For work designed or specified but not constructed, the lowest *bona fide* bid received from a qualified bidder for such work; or, if the work is not bid, the lowest *bona fide* negotiated proposal for such work.~~

~~5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.~~

~~Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).~~

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon hours worked on the Project at the hourly rates in Section 8.4. ~~ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall pay ENGINEER upon its statement with 30 days, provided the statement are in proper order and all supporting documentation has been provided to OWNER.

~~5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount,~~

~~if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services.~~

<i>Phase</i>	<i>Percentage</i>
Study and Report	NA
Preliminary Design	35%
Final Design	40%
Bidding or Negotiating	5%
Construction	20%
Operational	NA
	100%

5.3 Other Provisions Concerning Payments

5.3.1 [Reserved].

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the progress of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ~~ENGINEER's Salary Costs times a factor of 2.75~~ Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses, ~~plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination as follows: 20 percent if termination occurs after commencement of the preliminary Design Phase but prior to commencement of the Final Design Phase; or 10 percent if termination occurs after commencement of the Final Design Phase.~~

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably

to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4. Salary Costs used as a basis for payment mean the fees specified in Section 8.4

5.4.2 Reimbursable Expenses mean the actual, reasonable expenses, if authorized in advance by OWNER, incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1.

SECTION 6 CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER; but it will not include ENGINEER's compensation or expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies; nor will it include OWNER's legal, accounting, insurance counseling, or auditing services, or interest and/or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to paragraph 3.7 through 3.11, inclusive. (Construction Cost is one of the items comprising Total Project Costs defined in paragraph 1.2.5. See Section 8.3.)

6.2 Opinions of Cost

6.2.1 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's opinions of probable Total Project Costs and Construction Costs

provided for herein are to be made on the basis of ENGINEER's experience and qualifications, and shall represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry. ENGINEER cannot and does not guarantee that proposals, bids, or actual Total Project Costs or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Total Project Costs or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project Costs or Construction Costs in excess of the then-established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2 Any Construction Cost limit so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.2.2.3 ENGINEER will determine, with advise and consent of OWNER types of materials, equipment, and component systems are to be included in the Drawings and Specifications, and to make reasonable adjustments in the general scope, extent, and character of the Project to bring it within the cost limit.

6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER; and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2. If the lowest responsible proposal or bid exceeds the established Construction Cost limit OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent, or

character to the extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of the condition numbered "3", ENGINEER shall modify the Contract Documents necessary to bring the Construction Cost within the cost limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER its fees and Reimbursable Expenses for such services. The providing of such service will be the limit of ENGINEER's responsibility in this regard; and, having done so, ENGINEER shall be entitled to payment for services in accordance with this Agreement and will not be liable for damages attributable to the rejected bid.

SECTION 7 GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. OWNER may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five days written notice, which notice will direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, OWNER will pay ENGINEER all fees and Reimbursable Expenses incurred to date of termination.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not 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 adaption by ENGINEER for

the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall by only to the extent allowed by law, indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and omissions insurance.

7.4 Controlling Law

This Agreement is to be governed by the laws of the State of Tennessee.

7.5 Successors and Assigns

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and

ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution

If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

SECTION 8 EXHIBITS AND SPECIAL PROVISIONS

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of **three** pages.

8.1.2 Exhibit B, "Duties, Responsibilities, and Limitation of Authority of Project Manager," consisting of **six** pages.

8.1.3 Exhibit C, "Dispute Resolution," consisting of **four** pages.

~~8.1.4 Exhibit D, "Special Provisions," consisting of **—** pages.~~

8.2 This Agreement (consisting of pages 1 through 16 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the

purposes of calculating the ENGINEER's fee for Basic Services.

8.4 Notwithstanding any provision to the contrary, during the term of the Agreement the maximum billing rates shall be as follows:

Principal Engineer	\$195.00/hour
Senior Project Manager	\$170.00/hour
Project Manager	\$150.00/hour
Senior Engineer	\$145.00/hour
Project Engineer	\$125.00/hour
Senior Designer	\$115.00/hour
Engineering EIT	\$100.00/hour
Design CADD Technician	\$100.00/hour
Drafting Technician	\$75.00/hour
Registered Surveyor	\$120.00/hour
Survey Technician	\$80.00/hour
2-Man Survey Crew	\$120.00/hour
3-Man Survey Crew	\$145.00/hour
Technical/Clerical Support	\$60.00/hour

8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

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

OWNER:

ENGINEER:

CITY OF MURFREESBORO

ENERGY LAND AND INFRASTRUCTURE, LLC.

By: _____

By:  _____

Title: _____

Title:

Address for giving notice:
Engineering Department
City of Murfreesboro
P.O. Box 1139
Murfreesboro, Tennessee 37133-1139

Address for giving notice:
745 South Church, Suite 805
Murfreesboro, Tennessee 37130
Phone

APPROVED AS TO FORM:

Attorney for the City of Murfreesboro, Tennessee

EXHIBIT A

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

1. This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, between the City of Murfreesboro, Tennessee, (OWNER) and ELI, Inc. (ENGINEER), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.
2. The Study and Report Phase services are not included in the Basic Services and have not been included in the Basic Services fee, but are available as part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.
3. The Basic Services relating to **surveying** and included in the Basic Services fee shall include a **topographic survey with reference points, control traverses, bench marks, location of existing right-of-way and property lines, visible or marked utility locations and control for construction staking**. Upon completion of the survey, the ENGINEER will immediately begin the Preliminary Design Phase. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraphs 5.1.2.1.
4. As part of the **Preliminary Design Phase**, ENGINEER shall furnish the OWNER with a set of 1"=50' scale drawings depicting the topographic information and property line information for the subject limits. These drawings will show the **proposed horizontal alignment, preliminary profile, right-of-way, property lines, and necessary cross drains**. Contacts will be made with representatives of affected utility owners to determine the general locations of utility lines in the affected area.

The Project will be designed in one phase. Phase 1 (Roadway and Bridge Improvements) is defined as at the northeast corner of North Thompson Lane and Robert Rose Drive in Murfreesboro, TN.

Phase 1: The Preliminary Design Phase Services will be completed, and ENGINEER's documentation and opinion of costs submitted within 180 calendar days following written authorization from OWNER to ENGINEER to proceed with this phase of services. The OWNER's written authorization to proceed with the next phase of services will indicate the OWNER's acceptance of the services provided in the phase, or in absence of written authorization to proceed, services will be considered acceptable after 14 days from submittal, unless written notice of unacceptability is issued by the OWNER within the 14-day period. During this 14-day period, the OWNER will provide ENGINEER a marked-up print showing the preferred changes in respect to grades, alignments, and typical sections. Changes to the alignment made at OWNER's request after OWNER's approval of Preliminary Design will be billed as extra services according to the maximum billing rates found in Section 8.4. It is anticipated that one contract will be let for this Phase.

5. During the **Final Design Phase**, ENGINEER shall prepare construction documents. The ENGINEER will deliver to the OWNER a complete set of original drawings or acceptable reproducible intermediate drawings on 24"x36" media to be properly coordinated, approved, and accepted by the OWNER. These drawings will show the **proposed horizontal alignment, proposed profile, right-of-way, property lines, and necessary storm drainage design for the roadway**. The drawings will also include the proposed improvements to the existing box culvert and related storm drainage system within the project area.

Phase 1: The Final Design Phase Services will be completed, and ENGINEER's opinion of costs submitted within 120 calendar days following written authorization from OWNER to ENGINEER to proceed with that phase of services. Services will be considered acceptable after OWNER signs approval block on cover sheet of construction drawings.

6. Section 1.5, **Bidding or Negotiation Phase**, is modified as follows:

The ENGINEER will assist the OWNER in the required advertisement for bids, with the cost of such advertising to be borne by the OWNER as a part of administrative expense. **The ENGINEER will also attend the bid opening, tabulate the bids and assist the OWNER in evaluating the bids, and assist in the award of contracts and execution of contract documents.** Unless otherwise required and stipulated in writing, the ENGINEER will be responsible for receiving requests for plans, collecting plans deposits, mailing bid documents, accepting returned plans, and returning applicable refunds.

- ~~7. Section 1.6, Construction is modified as follows:~~

~~Construction Phase Services are included in the Basic Services but do not include the services of a Resident Project Representative. It shall be the responsibility of the ENGINEER to attend, chair and keep minutes of preconstruction conference(s), and provide copies of minutes to all attendees, make site visits, attend, chair and keep minutes of construction progress meetings (on a frequency approved by OWNER), review shop drawings, make interpretations and clarifications, assist the OWNER in payment to the CONTRACTOR, and to assist the OWNER in preparation of closeout documents. Other services are available as a part of the Agreement should the OWNER request such services in writing, in accordance with paragraph 5.1.2.1.~~

- ~~8. Section 1.7, Operational Phase, is modified as follows:~~

~~Operational Phase Services are included in the Basic Services but are limited to services provided in paragraph 1.7.6. Other services are available as part of the Agreement should the OWNER request such services in writing in accordance with paragraph 5.1.2.1.~~

APPENDIX 1 TO EXHIBIT A

The following tasks are excluded from the basic engineering services, but may be provided as additional services if requested by the City:

- A. Tree survey or landscape design.
- B. Traffic study.
- C. Signal Design.
- D. Offsite Road or Offsite Infrastructure Improvements.
- E. Utility Relocation, Extensions or Evaluations. Design of relocations could be provided as additional services.
- F. Flood Study (FEMA) or Drainage Study. The project area is within the FEMA floodplain. Drainage design for this project will be limited to any new construction.
- G. Electrical Design for supply or lighting, or lighting design (Except for coordination as outlined above)
- H. Environmental Permitting, detailed assessment, or Mitigation. Initial review of the project area indicates that there are no streams or wetlands in the project area. ELI staff will make a site visit to confirm conditions during the preliminary phase of work.
- I. Right-of-way acquisition, negotiation, or plat. Right-of-way acquisition will be required for the project. ELI expects to determine the existing ROW and easements during preliminary design, and to develop the proposed ROW and easements during final design, with both tasks included in the scope of work. Existing and proposed ROW information will be shown in the plans. Legal descriptions, sketches, and any field staking related to the ROW acquisition will be performed as hourly services. We expect the property transfer to be by legal description and that a plat will not be required.
- J. Public Meetings or Hearings. No public meetings or hearings are expected. Project meetings with City staff are included.
- K. Construction Layout / Staking. Survey control for the Contractor or requested survey during construction may be provided as additional services.
- L. Construction Administration / Inspection

EXHIBIT B BETWEEN OWNER AND ENGINEER

Duties, Responsibilities, and Limitations of Authority of Project Manager

Paragraphs 1.6.2.1 and 1.6.2.2 and Exhibit A Paragraph 7 of the Agreement are amended and supplemented to include the following agreement of the parties:

B6.01 *Project Manager*

A. ENGINEER shall furnish a Project Manager (“PM”) to assist ENGINEER in coordinating and reporting on the progress and quality of the Work to the Owner. The PM shall be the OWNER’s advisor inasmuch as the PM shall be the primary point of contact between OWNER and CONTRACTOR for the entire duration of the referenced construction operations. The PM is intended to supplement and support the OWNER’s existing staff. The PM as defined in this Exhibit B.

~~B. Through such additional specialized services during the construction period, the PM shall endeavor to provide the following:~~

- ~~• Coordinate the programming, planning, design, and construction operations of the CONTRACTOR with the project schedule created by the contractor which is in accordance with the project milestones developed by the ENGINEER.~~
- ~~• Maximize continued pro-active planning during construction to reduce problems during execution.~~
- ~~• Provide coordination between the OWNER, ENGINEER, CONTRACTOR and third party utilities to ensure that facilities of these utility owners are managed per the project schedule.~~
- ~~• Maintain cost and time parameters with regards to budgeted construction activities as defined within the Plans, Contract Documents, and project schedule.~~
- ~~• Facilitate discussion between OWNER, ENGINEER and CONTRACTOR with regards to possible savings observed during construction activities as well as pro-actively initiate discussion between the referenced parties with regards to changes in scope during construction that may warrant adjustment of the Contract Price.~~
- ~~• Continue to act as liaison between all permitting agencies and the OWNER, ENGINEER and CONTRACTOR, including but not limited to TN Department of Transportation, TN Department of Environment and Conservation and the U.S. Army Corps of Engineers.~~
- ~~• Provide periodic reporting and progress meetings as needed to ensure that OWNER is aware of all progress associated with the construction activities.~~
- ~~• Coordinate completion of warranty reviews, release of liens, and post construction evaluations with the OWNER and CONTRACTOR.~~

~~Project Manager, shall not supervise, direct, or have control over the Contractor’s Work nor shall Project Manager have authority over or responsibility for the means, methods, techniques,~~

~~sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~

~~C. The duties and responsibilities of the Project Manager are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:~~

- ~~1. *General:* Project Manager ("PM") is OWNER's advisor at the Site, will act as directed by the OWNER, and will confer with OWNER regarding PM's actions. PM's dealings in matters pertaining to the Contractor's work in progress shall in general be with OWNER and Contractor. PM's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.~~
- ~~2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.~~
- ~~3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.~~
- ~~4. *Liaison:*
 - ~~a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.~~
 - ~~b. Assist in obtaining from OWNER additional details or information, when required proper execution of the Work.~~
 - ~~c. Coordinate with the local utility providers when the following tests are required:
 - ~~i. Low Pressure Air Testing of Sanitary Sewer~~
 - ~~ii. Infiltration/Exfiltration Testing~~
 - ~~iii. Manhole Vacuum Testing~~~~~~
- ~~5. *Interpretation of Contract Documents:* Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.~~
- ~~6. *Shop Drawings and Samples:*
 - ~~a. Record date of receipt of Samples and approved Shop Drawings.~~
 - ~~b. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PM believes that the submittal has not been approved by ENGINEER.~~~~
- ~~7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.~~

~~8. Reports:~~

- ~~a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress and schedule of Shop Drawing and Sample submittals.~~
- ~~b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~

~~9. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~

~~10. Completion:~~

- ~~a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.~~
- ~~b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.~~
- ~~c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.~~
- ~~d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.~~

~~D. Project Manager shall not:~~

- ~~1. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.~~
- ~~2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.~~
- ~~3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.~~
- ~~4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.~~
- ~~5. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~6. Authorize OWNER to occupy the Project in whole or in part.~~

~~Scope of Services for Providing Record Survey~~

Paragraph 1.7.5 & 2.1.11 of the Agreement is hereby amended and supplemented to include the following agreement of the parties:

~~B6.03 Record Surveying Services~~

~~_____ A. ENGINEER shall provide the following surveying services to establish Record drawings for Robert Rose Drive Improvement. The surveying services under this Exhibit B will provide services to the following degree, inasmuch as the estimated time for providing these services as defined within Appendix 1 of this Exhibit is not exceeded:~~

- ~~a. Horizontal and Vertical control loops providing accurate horizontal and vertical control data for construction as requested.~~
- ~~b. Record Drawings of Roadway for Utilities providing an accurate representation of actual placement of utilities after construction operations.~~

~~_____ B. The duties and responsibilities of the surveyors are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents. The Record survey shall consist of the following attributes:~~

- ~~a. Potable Water Main— horizontal location and elevation of top of nut on bonnet of valves. All pipe locations (horizontal and vertical) will be based on input from project walk through with project superintendent.~~
- ~~b. Sanitary Sewer— horizontal location of manholes and inverts of pipe; location of any sanitary sewer service cleanouts.~~
- ~~c. Storm Sewer— horizontal location of manholes, inlets and junctions and inverts of pipe.~~
- ~~d. Underground Electrical/Telephone/Cable— horizontal location of conduit bank will be based on input from project walk through with project superintendent.~~
- ~~e. Overhead Electric/Telephone/Cable— horizontal location of pole line.~~
- ~~f. Natural Gas Mains— All pipe locations (horizontal and vertical) will be based on input from project walk through with project superintendent.~~

~~C. The Record survey **shall not consist** of the following attributes unless directed by Owner to capture said attributes:~~

- ~~_____ a. Sub grade elevations within the cross section of the proposed roadway.~~
- ~~_____ b. Curb line horizontal or vertical locations.~~
- ~~_____ c. Final topographic elevations of roadway after serving its intended use.~~

APPENDIX 1 TO EXHIBIT B

**CIVIL ENGINEERING AND LAND SURVEYING
HOURLY RATE SCHEDULE**

Principal Engineer	\$195.00/hour
Senior Project Manager	\$170.00/hour
Project Manager	\$150.00/hour
Senior Engineer	\$145.00/hour
Project Engineer	\$120.00/hour
Senior Designer	\$115.00/hour
Engineering EIT	\$100.00/hour
Design CADD Technician	\$100.00/hour
Drafting Technician	\$75.00/hour
Registered Surveyor	\$120.00/hour
Survey Technician	\$80.00/hour
2-Man Survey Crew	\$120.00/hour
3-Man Survey Crew	\$145.00/hour
Technical/Clerical Support	\$60.00/hour

EXHIBIT C

DISPUTE RESOLUTION

DISPUTE RESOLUTION PROCEDURES

1. Disputes

- 1.1 Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) must be initiated and decided under the provisions of this Exhibit.
- 1.2 ENGINEER and the OWNER will each designate in writing to the other Party, from time to time, a member of senior management who is authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3 A Party initiates a Dispute by delivery of written Notice to the members of management designated by the respective parties under Section 1.2 hereof.
- 1.4 The parties must:
 - a. Attempt to resolve all Disputes promptly, equitably and in a good faith manner, and
 - b. Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.
- 1.5 With respect to matters concerning Change Orders for modification of the GMP or Project Schedule, ENGINEER must first follow the provisions of any Claim procedure established by the ENGINEER Agreement before seeking relief under these Procedures.

2. Arbitration

- 2.1 Except as provided in Section 5 hereof, any Dispute that has not been resolved by negotiation will be decided by binding arbitration conducted in accordance with the Construction Industry Rules of the AAA; provided however, the matter will not be submitted to the AAA for administration.
 - a. The matter will be heard by an arbitrator who has 10 or more years of experience handling construction litigation matters in Rutherford, Davidson, or Williamson counties (the "Arbitrator").
 - b. The parties will agree upon the Arbitrator within five days of the Notice.
 - c. If the parties are unable to agree, each party will exchange within 10 days of the Notice a list of five attorneys qualified as set forth in Section 2.1(a). The OWNER will compare lists and a name that first appears on the OWNER's list that also appears on the ENGINEER's list will serve as the Arbitrator. If not name appears on both lists, the two attorneys first appearing on each list will select a third qualified attorney to serve as the Arbitrator.

- | 2.2 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.
 - | 2.3 In connection with such arbitration, each Party is entitled to conduct not more than five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each Party will deliver to the other Party copies of all documents in the delivering Party's possession that are relevant to the dispute.
 - | 2.4 The arbitration hearing must be held within 150 days of the appointment of the arbitrators.
 - | 2.5 At the arbitration hearing, each Party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").
 - | a. Each Party's Proposed Resolution must be fully dispositive of the dispute.
 - | b. The arbitrators must select one of Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.
 - | c. The parties must submit their Proposed Resolution of the matter to the arbitrators and the other Party 15 days prior to the date set for commencement of the arbitration proceeding.
 - | d. The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.
 - | e. The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.
 - | f. All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing Party, must be paid by the Party whose position was not selected by the arbitrators.
3. **Continuing Work** Unless otherwise agreed to in writing, ENGINEER must continue to perform and maintain progress of the Work during any Dispute resolution or arbitration proceedings, and the OWNER will continue to make payment to ENGINEER in accordance with the ENGINEER Agreement.
4. **Exceptions**
- | 4.1 Neither the OWNER nor ENGINEER are not be required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with the OWNER and ENGINEER.
 - | 4.2 The OWNER or ENGINEER may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the Party seeks to enforce is

enforceable under Tennessee law), without the necessity of initiating or exhausting the procedures of this Exhibit.

| 4.3 This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the OWNER for permitting, the exercise of governmental police powers for the benefit of public health, safety, and welfare, or other actions taken in the OWNER's regulatory capacity.

4.4 In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Tennessee Rules of Civil Procedure.

COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Southwest Elementary – Roadway – Final Change Order

Department: Engineering

Presented by: Chris Griffith, City Engineer

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

Change order to reflect actual work performed and the final contract amount.

Staff Recommendation

Approval of the Final Change Order that will decrease the project's contract amount by \$223,175.

Background Information

This project consisted of providing an access roadway and utilities from St. Andrews and Veterans Parkway to the new Salem Elementary School. Jenco Construction was the low bidder and awarded the contract in January 2019. During construction, it was determined that the project required less quantities of several items than originally specified. A detailed list of the decreased amounts is included in the Final Change Order.

Council Priorities Served

Expand infrastructure.

Staff's objective is to provide the residents of Murfreesboro with safe and accessible schools throughout the City.

Fiscal Impact

The construction cost is decreased from \$1,763,359 to \$1,540,184, amounting to a \$223,175 change order.

Attachments

Southwest Elementary – Roadway – Final Project Change Order

CHANGE ORDER NO. 2 - Final Project Change Order

PROJECT: Southwest Elementary School
Roadway and Utilities – Phase I
Murfreesboro, Tennessee

CONTRACTOR: Jenco Construction, Inc.
P.O. Box 37
Bon Aqua, TN 38025

DATE: November 22, 2019

The intent of this Final Project Change Order is to revise the project contract to reflect actual work performed. The Contractor is directed to make the following changes in the contract.

DESCRIPTION:

Revise the scope of work for the project to include change orders, work change directives, field revisions, plan revisions and actual quantities used in construction. The final quantities and unit prices shown on Attachment A of this document reflect items revised, added, and deleted during construction, as well as changes in the quantities based on actual amounts used in construction.

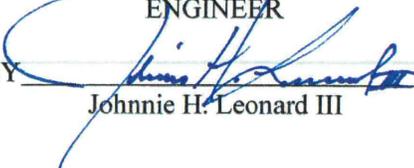
This Change Order is not valid until signed by Owner, Engineer, and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was _____	\$ 1,699,929.57
Net Change by Previous Change Order (No.1) _____	\$ 63,430.00
The Current Contract Sum _____	\$ 1,763,359.57
The Total Construction (Actual Amount) Sum _____	\$ 1,540,184.20
The Contract Sum Will Be Decreased By This Change Order (No. 2) _____	\$ (223,175.37)
The Final Contract Amount Is _____	\$ 1,540,184.20

The substantial completion date was August 16, 2019. The final completion date was September 15, 2019. Jenco Construction, Inc. achieved substantial completion on July 30, 2019 and final completion on August 6, 2019 according to the project records of Scott Elliott with the City of Murfreesboro.

HUDDLESTON-STEELE ENGINEERING, INC.

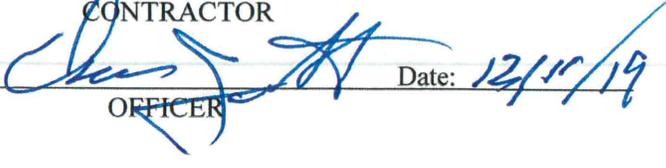
ENGINEER

BY:  Date: 11-22-19
Johnnie H. Leonard III

CITY ENGINEER

JENCO CONSTRUCTION, INC.

CONTRACTOR

BY:  Date: 12/15/19
OFFICER

CITY OF MURFREESBORO, TENNESSEE
OWNER

BY: _____ Date: _____
Chris Griffith

BY: _____ Date: _____
MAYOR

ATTACHMENT A

PROJECT NAME: Southwest Elementary School Roadway and Utilities - Phase I

LOCATION: Murfreesboro, TN

Jenco Construction Inc.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONTRACT BID PRICE	TOTAL ESTIMATED COSTS	TOTAL QUANTITY	ACTUAL FINAL AMOUNT
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$ 28,000.00	\$ 28,000.00	1.00	\$ 28,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	7730	\$ 15.93	\$ 123,138.90	8002.00	\$ 127,471.86
203-02.05	BORROW EXCAVATION (SHOT ROCK)	CY	1000	\$ 23.43	\$ 23,430.00	994.02	\$ 23,289.89
203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	1890	\$ 23.43	\$ 44,282.70	1903.69	\$ 44,603.46
203-05	UNDERCUTTING	CY	1000	\$ 18.00	\$ 18,000.00	1000.00	\$ 18,000.00
203-06	WATER	MG	52	\$ 5.00	\$ 260.00	0.00	\$ -
203-07	FURNISHING AND SPREADING TOPSOIL	CY	210	\$ 40.00	\$ 8,400.00	210.00	\$ 8,400.00
204-08	FOUNDATION FILL MATERIAL	CY	46	\$ 75.00	\$ 3,450.00	46.00	\$ 3,450.00
209-01.12	CONSTRUCTION EXIT	LS	1	\$ 5,800.00	\$ 5,800.00	1.00	\$ 5,800.00
209-05	SEDIMENT REMOVAL	CY	330	\$ 18.00	\$ 5,940.00	375.00	\$ 6,750.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	LF	3750	\$ 2.75	\$ 10,312.50	3000.00	\$ 8,250.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	2	\$ 300.00	\$ 600.00	0.00	\$ -
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	13	\$ 175.00	\$ 2,275.00	13.00	\$ 2,275.00
209-10.20	TEMPORARY SEDIMENT TRAP (E-W ROAD)	CY	250	\$ 18.00	\$ 4,500.00	0.00	\$ -
209-10.20	TEMPORARY SEDIMENT TRAP (N-S ROAD)	CY	200	\$ 18.00	\$ 3,600.00	0.00	\$ -
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	13	\$ 200.00	\$ 2,600.00	13.00	\$ 2,600.00
303-01	MINERAL AGGREGATE, TYPE A BASE GRADING D	TONS	4638	\$ 20.88	\$ 96,841.44	4790.95	\$ 100,035.04
303-01.01	GRANULAR BACKFILL (ROADWAY)	TONS	190	\$ 23.00	\$ 4,370.00	219.40	\$ 5,046.20
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TONS	1518	\$ 88.00	\$ 133,584.00	1466.61	\$ 129,061.68
307-02.07	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING BM	TONS	995	\$ 85.00	\$ 84,575.00	1148.01	\$ 97,580.85
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TONS	13.3	\$ 796.00	\$ 10,586.80	0.00	\$ -
402-02	AGGREGATE FOR COVER MATERIAL	TONS	52.8	\$ 37.50	\$ 1,980.00	0.00	\$ -
403-01	BITUMINOUS MATERIAL FOR PRIME COAT (TC)	TONS	5.3	\$ 620.00	\$ 3,286.00	0.00	\$ -

ATTACHMENT A

PROJECT NAME: Southwest Elementary School Roadway and Utilities - Phase I

LOCATION: Murfreesboro, TN

Jenco Construction Inc.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONTRACT BID PRICE	TOTAL ESTIMATED COSTS	TOTAL QUANTITY	ACTUAL FINAL AMOUNT
712-08.03	ARROWBOARD (TYPE C)	EACH	1	\$ 950.00	\$ 950.00	1.00	\$ 950.00
713-16.20	SIGNS (R1-1)	EACH	6	\$ 225.00	\$ 1,350.00	6.00	\$ 1,350.00
713-16.21	SIGNS (S4-3P)	EACH	2	\$ 35.00	\$ 70.00	2.00	\$ 70.00
713-16.22	SIGNS (R2-1)	EACH	4	\$ 200.00	\$ 800.00	2.00	\$ 400.00
713--16.23	SIGNS (S4-2P)	EACH	2	\$ 40.00	\$ 80.00	2.00	\$ 80.00
713-16.24	SIGN (S5-2)	EACH	2	\$ 200.00	\$ 400.00	2.00	\$ 400.00
713-16.25	SIGNS (D3-1)	EACH	6	\$ 45.00	\$ 270.00	0.00	\$ -
716-05.01	PAINTED PAVEMENT MARKINGS (4" LINE)	LM	1	\$ 1,650.00	\$ 1,650.00	1.00	\$ 1,650.00
716-05.03	PAINTED PAVEMENT MARKINGS (CROSSWALK)	LF	235	\$ 1.10	\$ 258.50	235.00	\$ 258.50
716-05.05	PAINTED PAVEMENT MARKINGS (STOP LINE)	LF	90	\$ 1.25	\$ 112.50	99.00	\$ 123.75
716-05.06	PAINTED PAVEMENT MARKINGS (TURN LANE ARROW)	LS	8	\$ 125.00	\$ 1,000.00	8.00	\$ 1,000.00
717-01	MOBILIZATION	LS	1	\$ 45,000.00	\$ 45,000.00	1.00	\$ 45,000.00
797-07.71	48" MONHOLE OFFSET CONE	EACH	1	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00
730-01.08	SCHOOL SPEED LIMIT FLASHING SIGNAL INSTALLED	EACH	2	\$ 13,500.00	\$ 27,000.00	1.50	\$ 20,250.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	8	\$ 350.00	\$ 2,800.00	9.00	\$ 3,150.00
730-05.01	ELECTRICAL SERIVICE CONNECTION	EACH	1	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00
730-05.03	SERVICE CABLE (2 CONDUCTOR)	LF	185	\$ 1.35	\$ 249.75	270.00	\$ 364.50
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	LF	1150	\$ 1.50	\$ 1,725.00	1300.00	\$ 1,950.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	LF	1050	\$ 6.00	\$ 6,300.00	1150.00	\$ 6,900.00
730-12.08	CONDUIT 2" DIAMETER (RGS)	LF	175	\$ 18.50	\$ 3,237.50	30.00	\$ 555.00
730-16.04	FLASHING BEACON CONTROL ASSEMBLY	EACH	1	\$ 2,900.00	\$ 2,900.00	1.00	\$ 2,900.00
801-01	SEEDING (WITH MULCH)	UNIT	53	\$ 30.00	\$ 1,590.00	125.00	\$ 3,750.00
801-03	WAER (SEEDING AND SODDING)	MG	5	\$ 100.00	\$ 500.00	5.00	\$ 500.00
805-01.03	TURF REINFORCEMENT MAT (CLASS III)	SY	214	\$ 4.50	\$ 963.00	214.00	\$ 963.00

ATTACHMENT A

PROJECT NAME: Southwest Elementary School Roadway and Utilities - Phase I

LOCATION: Murfreesboro, TN

Jenco Construction Inc.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONTRACT BID PRICE	TOTAL ESTIMATED COSTS	TOTAL QUANTITY	ACTUAL FINAL AMOUNT
RDWY	LAND DISTURBANCE PERMIT FEE	LS	1	\$ 300.00	\$ 300.00	1.00	\$ 300.00
					TOTAL:		\$ 1,120,664.70
					\$ 1,182,116.07		

Electrical Work

E-1	2" PVC CONDUIT (SCHEDULE 40) (FURNISH & INSTALL)	LF	1990	\$ 4.40	\$ 8,756.00	2020	\$ 8,888.00
E-2	2" PVC CONDUIT (SCHEDULE 40) (INSTALLATION ONLY)	LF	3180	\$ 3.30	\$ 10,494.00	2280	\$ 7,524.00
E-3	2" 90 DEGREE LONG SWEEP ELBOWS (SCHEDULE 40) (FURNISH & INSTALL)	EACH	22	\$ 110.00	\$ 2,420.00	23	\$ 2,530.00
E-4	2" PVC 90 DEGREE LONG SWEEP ELBOWS (SCHEDULE 80) (INSTALLATION ONLY)	EACH	24	\$ 80.00	\$ 1,920.00	18	\$ 1,440.00
E-5	3" PVC CONDUIT (SCHEDULE 40) (FURNISH & INSTALL)	LF	660	\$ 6.60	\$ 4,356.00	0	\$ -
E-6	3" 90 DEGREE LONG SWEEP ELBOWS (SCHEDULE 40) (FURNISH & INSTALL)	EACH	4	\$ 125.00	\$ 500.00	0	\$ -
E-7	4" PVC CONDUIT (SCHEDULE 40) (FURNISH & INSTALL)	LF	11600	\$ 7.00	\$ 81,200.00	5960	\$ 41,720.00
E-8	4" CONDUIT (RIGID METALLIC) (FURNISH & INSTALL)	LF	20	\$ 32.00	\$ 640.00	20	\$ 640.00
E-9	4" PVC 90 DEGREE LONG SWEEP ELBOWS (SCHEDULE 80) (FURNISH & INSTALL)	EACH	24	\$ 250.00	\$ 6,000.00	22	\$ 5,500.00
E-10	4" 90 DEGREE LONG SWEEP ELBOWS (SCHEDULE 40) (FURNISH & INSTALL)	EACH	50	\$ 200.00	\$ 10,000.00	27	\$ 5,400.00
E-11	4" 90 DEGREE LONG SWEEP ELBOWS (RIGID METALLIC) (FURNISH & INSTALL)	EACH	1	\$ 450.00	\$ 450.00	2	\$ 900.00
E-12	LARGE ELECTRIC PRIMARY VAULT (86"x56"x48" DEPTH) (INSTALLATION ONLY)	EACH	8	\$ 800.00	\$ 6,400.00	5	\$ 4,000.00
E-13	TRANSFORMER SLEEVE (INSTALLATION ONLY)	EACH	2	\$ 400.00	\$ 800.00	2	\$ 800.00

ATTACHMENT A

PROJECT NAME: Southwest Elementary School Roadway and Utilities - Phase I

LOCATION: Murfreesboro, TN

Jenco Construction Inc.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONTRACT BID PRICE	TOTAL ESTIMATED COSTS	TOTAL QUANTITY	ACTUAL FINAL AMOUNT
E-14	ELECTRIC SECONDARY VAULT (27"x18"x18" DEPTH) (INSTALLATION ONLY)	EACH	10	\$ 200.00	\$ 2,000.00	9	\$ 1,800.00
E-15	PRIMARY UTILITY TRENCH (48" DEPTH)	LF	2900	\$ 68.00	\$ 197,200.00	1200	\$ 81,600.00
E-16	SECONDARY UTILITY TRENCH (30" DEPTH)	LF	2130	\$ 12.00	\$ 25,560.00	2190	\$ 26,280.00
TOTAL:					\$ 358,696.00		\$ 189,022.00

Water System Facilities

W-1	FURNISH & INSTALL 12" PRESSURE CLASS 350 DUCTILE IRON WATER LINE	LF	1070	\$ 70.25	\$ 75,167.50	1070	\$ 75,167.50
W-2	FURNISH & INSTALL 12" RESTRAINED JOINT PRESSURE CLASS 350 DUCTILE IRON WATER LINE IN CASING PIPE	LF	110	\$ 85.00	\$ 9,350.00	120	\$ 10,200.00
W-3	FURNISH & INSTALL 8" PRESSURE CLASS 350 DUCTILE IRON WATER LINE	LF	10	\$ 100.00	\$ 1,000.00	10	\$ 1,000.00
W-4	FURNISH & INSTALL 6" PRESSURE CLASS 350 DUCTILE IRON WATER LINE	LF	10	\$ 100.00	\$ 1,000.00	10	\$ 1,000.00
W-5	FURNISH & INSTALL 20" STEEL CASING PIPE BY BORE & JACK	LF	60	\$ 325.00	\$ 19,500.00	60	\$ 19,500.00
W-6	FURNISH & INSTALL 20" STEEL CASING PIPE BY OPEN CUT	LF	50	\$ 200.00	\$ 10,000.00	60	\$ 12,000.00
W-7	FURNISH & INSTALL 20" X 12" TAPPING TEE & VALVE	EACH	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00
W-8	FURNISH & INSTALL 12" GATE VALVE	EACH	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
W-9	FURNISH & INSTALL 8" GATE VALVE	EACH	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
W-10	FURNISH & INSTALL 6" GATE VALVE	EACH	1	\$ 1,800.00	\$ 1,800.00	1	\$ 1,800.00
W-11	FURNISH & INSTALL CONCRETE VALVE BOXES	VF	20	\$ 100.00	\$ 2,000.00	20	\$ 2,000.00
W-12	FURNISH & INSTALL HIGH SECURITY FIRE HYDRANT ASSEMBLY	EACH	1	\$ 3,800.00	\$ 3,800.00	1	\$ 3,800.00

ATTACHMENT A

PROJECT NAME: Southwest Elementary School Roadway and Utilities - Phase I
LOCATION: Murfreesboro, TN
Jenco Construction Inc.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONTRACT BID PRICE	TOTAL ESTIMATED COSTS	TOTAL QUANTITY	ACTUAL FINAL AMOUNT
W-13	FURNISH & INSTALL FIRE HYDRANT BARREL EXTENSION	VF	2	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00
W-14	FURNISH & INSTALL CLASS "B" CONCRETE	CY	8	\$ 150.00	\$ 1,200.00	8	\$ 1,200.00
W-15	FURNISH & INSTALL CRUSHED STONE	TON	120	\$ 30.00	\$ 3,600.00	210	\$ 6,300.00
W-16	FURNISH & INSTALL D.I.M.J. FITTINGS	LB	600	\$ 6.00	\$ 3,600.00	1000	\$ 6,000.00
W-17	FURNISH & INSTALL REVERSE KICKER	EACH	2	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00
W-18	FURNISH & INSTALL 12" MEGALUG RESTRAINED JOINT	EACH	10	\$ 210.00	\$ 2,100.00	10	\$ 2,100.00
W-19	FURNISH & INSTALL 8" MEGALUG RESTRAINED JOINT	EACH	5	\$ 120.00	\$ 600.00	5	\$ 600.00
W-20	FURNISH & INSTALL 6" MEGALUG RESTRAINED JOINT	EACH	4	\$ 100.00	\$ 400.00	4	\$ 400.00
				TOTAL:	\$ 159,117.50		\$ 167,067.50

Change Order #1

CO1	2"-3408 Yellow Polyethylene Pipe	LF	1000	\$ 57.93	\$ 57,930.00	1000	\$ 57,930.00
CO2	Tie-in to Existing 4" HDPE Pipe	EACH	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
CO3	MOBILIZATION	EACH	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
				TOTAL:	\$ 63,430.00		\$ 63,430.00

				TOTALS:	\$ 1,763,359.57		\$ 1,540,184.20
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COUNCIL COMMUNICATION

Meeting Date: 01/30/2020

Item Title: Recommendation of Appointment to the Historic Zoning Commission

Department: Mayor's Office

Presented by: Mayor McFarland

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Appointment for a new member to the Historic Zoning Commission.

Recommendation

Consent to appointment of Chase Salas to this Historic Zoning Commission.

Background Information

The purpose of the Historic Zoning Commission is to study, recommend, and oversee historic district boundaries and guidelines for renovation of existing structures or the building of new structures for the protection of historic neighborhoods and districts. The 9 members serve 5-year terms.

As established by M.C.C. §, Appendix A, Section 24, H-I Historic District (f)), the Historic Zoning Commission consists of nine members who serve five-year, staggered terms.

The appointment of Chase Salas will fill the vacancy left by Jennifer Garland as Planning Commission liaison. Mr. Salas will service until June 30, 2022.

Attachments

Memo from Mayor McFarland



... creating a better quality of life.

January 30, 2020

Members of City Council

RE: Recommended Appointment – Historic Zoning Commission

Board Appointment

As an item for the Council Agenda, I am recommending the appointments of the following to the Historic Zoning Commission to fill the vacancy left by Jennifer Garland as Planning Commission liaison.

Appointment

Mr. Chase Salas term expires: 06-30-2022

Sincerely,

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

Shane McFarland
Mayor