

**MURFREESBORO CITY COUNCIL**  
**Regular Session Agenda**  
**Council Chambers – City Hall – 6:00 PM**  
**July 29, 2021**

**PRAYER**

Mr. Shawn Wright

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEM**

**STARS Award:** Officer Casey Fiddler, Officer Justin Fugate, Officer Seth Hanson

**Consent Agenda**

1. Hangar 1 Construction Change Order (Administration)
2. Annual State Airport Maintenance Grant (Airport)
3. Bernhard MCC Contract Amendment (Facilities)
4. Contract with Murfreesboro Medical Clinic for Fire Rescue Department (Fire Rescue)
5. TargetSolutions Renewal for Fire Rescue Department (Fire Rescue)
6. Contract Renewal with Insight Public Sector Utilizing Omnia Partners Cooperative Purchasing Contract for IT Related Services (Information Technology)
7. Mandatory Referral for Right-of-Way Abandonment of Berry Place (Planning)
8. Mandatory Referral for Right-of-Way Abandonment of Burns Court (Planning)
9. Mandatory Referral for Right-of-Way Abandonment of Essex Court (Planning)
10. Mandatory Referral for Utility Easement Abandonment on Old Fort Parkway (Planning)
11. Contract Extension with Nashville Communications, Inc. (Police)
12. Contract Extension with On-Duty Depot, Inc. (Police)
13. 2021 Edward Byrne Memorial Justice Assistance Grant Application (JAG) Program and MOU with Rutherford County Sheriff's Office (Police)
14. Asphalt and Concrete Purchase Report (Street)
15. Rutherford Blvd Adaptive Signal Control Technology (ASCT) Project Make Ready Service Agreement with AT&T (Transportation)

**Minutes**

16. Approval of City Council Minutes July 8 – July 14, 2021 (Finance)

## **New Business**

### Resolution

17. Resolution 21-R-29: Comcast Cable TV Franchise Agreement (Communications)
18. Resolution 21-R-28: SunTrust Bank Credit Card Administration (Finance)
19. Resolution 21-R-26: Redesignation Point of Contact for JAG Grants (Finance)
20. Resolution 21-R-11 Solid Waste Fees (Solid Waste)

### Land Use Matters

21. Plan of Services and Annexation for approximately 39 acres and Zoning for approximately 39 acres located along Elam Road (Planning)
  - a. Public Hearing: Plan of Services and Annexation
  - b. Resolution 21-R-PS-21: Plan of Services
  - c. Resolution 21-R-A-21: Annexation
  - d. Public Hearing: Zone approximately 39 acres
  - e. Ordinance 1-OZ-21 First Reading
22. Rezone approximately 17.26 acres located along the west side of North Tennessee Boulevard north of East Northfield Boulevard (Planning)
  - a. Public Hearing: Rezone approximately 17.26 acres
  - b. Ordinance 21-OZ-23 First Reading
23. Rezone approximately 0.33 acres located along the west side of Leaf Avenue south of East Clark Boulevard (Planning)
  - a. Public Hearing: Rezone approximately 0.33 acres
  - b. Ordinance 21-OZ-23 First Reading
24. Amend the Zoning Ordinance regarding townhouses, the RS-A zone, and other miscellaneous topics (Planning)
  - a. Public Hearing: Amend the Zoning Ordinance
  - b. Ordinance 21-O-17 First Reading
  - c. Ordinance 21-O-19 First Reading
25. Rezone approximately 0.15 acres located along the south side of East Vine Street west of South Bilbro Avenue (Planning)
  - a. Public Hearing: Rezone approximately 0.15 acres
  - b. Ordinance 21-OZ-24 First Reading
26. Planning Commission Recommendations to Schedule Public Hearings (Planning)

27. Rescheduling Public Hearing for Zoning Change Request (Planning)

#### On Motion

28. Retail Liquor Certificate of Compliance – Wine & liquor Palace (Finance)
29. Updates to Employee Handbook Policy 5003 – Classification and Compensation (Human Resources)
30. Contract for Wide Area Network Managed Services (Information Technology)
31. Rehire of Council Member Relations, Kennedy Ryann Martin, for Lifeguard Staff (Parks & Recreation)
32. Group Sales Event Agreement for Miracle League All Stars (Parks & Recreation)
33. Trade of Firearms to Clyde Armory, Inc. for Store Credit (Police)
34. 2021-22 Sewer Rehabilitation Project Award (Water Resources)

#### **Licensing**

##### **Board & Commission Appointments**

35. Board of Zoning (Administration)
36. Planning Commission (Administration)
37. Water Resources Board (Administration)

##### **Payment of Statements**

##### **Other Business**

##### **Adjournment**

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/21**

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**Item Title:** Hangar 1 Construction Change Order 1

**Department:** Administration

**Presented by:** Kayla Walker, Project Development

**Requested Council Action:**

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

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**Summary**

Change Order for removal of unsuitable soils, deduct for a civil design fee and a no cost change for drawing revisions.

**Staff Recommendation**

Staff requests approval of Change Order 1 for the Hangar 1 Replacement project.

**Background Information**

Morgan Construction and Allen & Hoshall were selected by the Murfreesboro Public Building Authority as the design build team for the Hangar 1 Replacement Project at the Murfreesboro Airport. The construction contract was approved by Council on April 8, 2021.

Unsuitable soils were encountered after a proof roll was performed by the City's third-party testing agency. Attached is a detailed drawing showing the area where unsuitable soils were discovered, the inspection and testing reports, and associated ticket numbers for the work. A Civil Design fee is being credited back to the City upon further review of the Engineer's scope and design. Drawing Revisions 3 and 4 have been included in this change order to document a zero-cost change.

The total cost associated with this change order is \$41,024.

**Council Priorities Served**

*Improve economic development*

The new hangar project will expand Airport infrastructure with the construction of a new modern and versatile hangar facility allowing for the use of one or more tenants and providing for the creation of highly skilled jobs within the City.

**Fiscal Impact**

The change order, \$41,024, increases the total project cost to \$4,393,024. Additional project costs are funded by the Airport Fund, which will be reimbursed from the anticipated sale of excess land.

**Attachments**

Hangar 1 – Construction Change Order 1



# AIA Document G741™ – 2015

## Change Order for a Design-Build Project

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 1	<b>OWNER:</b> <input checked="" type="checkbox"/>
Murfreesboro Airport Hangar 1	<b>DATE:</b> 7/15/2021	<b>DESIGN-BUILDER:</b> <input checked="" type="checkbox"/>
Replacement		<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
Murfreesboro, TN		<b>FIELD:</b> <input type="checkbox"/>
<b>TO DESIGN-BUILDER</b> (Name and address):	<b>OWNER'S PROJECT NUMBER:</b> 2012	<b>OTHER:</b> <input type="checkbox"/>
Morgan Construction Co., Inc.	<b>DESIGN-BUILD CONTRACT DATE:</b> March 31, 2021	
P.O. Box 4404	<b>DESIGN-BUILD CONTRACT FOR:</b> General Construction	
690 Manufacturers Road		
Chattanooga, TN 37405		

### THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Change Request #1 - Deduct (\$25,000) See Attached

Change Request #2 - \$0.00 See Attached

Change Request #3 - Add \$66,024 See Attached

The original Contract Sum was	\$	4,038,015.96
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	4,038,015.96
The Contract Sum will be increased by this Change Order in the amount of	\$	41,024.00
The new Contract Sum including this Change Order will be	\$	4,079,039.96

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is December 30, 2021

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

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

### NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Morgan Construction Company, Inc.

**DESIGN-BUILDER** (Firm name)

P.O. Box 4404

690 Manufacturers Road

Chattanooga, TN 37405-4404

**ADDRESS**

Walter L. Ford, Jr.

**BY** (Signature)

Walter L. Ford, Jr., President

(Typed name)

7/15/21

**DATE**

City of Murfreesboro

**OWNER** (Firm name)

111 West Vine Street

Murfreesboro, TN 37133-1139

**ADDRESS**

**BY** (Signature)

Shane McFarland, Mayor

(Typed name)

**DATE**

July 2, 2021

Kayla Walker  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

RE: Murfreesboro Hangar (CR#1)  
Murfreesboro, TN

Dear Kayla:

The credit to incorporate changes described by Deduct \$25,000 Civil Design fee.

If this change is acceptable to you, please sign and return a copy of this letter for our files.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Sincerely,



Evan Rector  
Project Manager

Revision Estimate  
Hanger Replacement  
Murfreesboro, TN  
2012

**RE: Deduct Civil Design Fee**

DATE:	July 6, 2021
T & I	19.25%
SUBS G.L.	0.238%
S.TAX	9.75%
SF	19,840
QH&P	5.00%

Total Project Budget Change:	\$25,000
MCC OH & P:	\$0
Total Add/Deduct to Contract:	-\$25,000

NOTES:

Only includes changes as listed above and on the subcontractors backup. All other changes are excluded.

July 2, 2021

Kayla Walker  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

RE: Murfreesboro Hangar (CR#2)  
Murfreesboro, TN

Dear Kayla:

The cost to incorporate changes described by revised sheets A1.2 Rev4, A10.1 Rev 4, C2.1 Rev 3, C3.1 Rev3, M2.1 5/14/21, E0.1 5/14/21 is \$0.

If this change is acceptable to you, please sign and return a copy of this letter for our files.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Sincerely,



Evan Rector  
Project Manager

Revision Estimate  
Hanger Replacement  
Murfreesboro, TN  
2012  
CR #1  
RE: Connector Road

DATE:	June 7, 2021
T & I	19.25%
SUBS G.I.	0.238%
S.TAX	9.75%
SF	19,840
OH&P	5.00%

RE: Connector Road Removal and Exit Device Add												
CODE		ITEM	QUANTITY	UNIT COST			LABOR	MAT'L	SUB	OTHER	T & I	TOTAL
	-		1 ls				\$0	\$0		\$0	\$0	\$0
02020		Grading	1 ls				\$0	\$0	\$0	\$0	\$0	\$0
08010		Hollow Metal	1 ls				\$0	\$0	\$0	\$0	\$0	\$0
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	-											

NOTES:

Only includes changes as listed above and on the subcontractors backup. All other changes are excluded.

W



**MORGAN**  
Construction Company, Inc.

July 2, 2021

Kayla Walker  
City of Murfreesboro  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

RE: Murfreesboro Hangar (CR#3)  
Murfreesboro, TN

Dear Kayla:

The cost to remove 1,834 CY of unsuitable soils and replaced with 2,934.69 tons of shot rock. Unit cost per cubic yard in the contract is \$36. The add is \$66,024.

Attached are the tickets for the shot rock tonnage, the geotechnical reports, and the schematic map of the effected areas.

This change request does not include any additional rock or unsuitable soils that may be encountered in the utility trenches or other excavation areas.

If this change is acceptable to you, please sign and return a copy of this letter for our files.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Sincerely,

Evan Rector  
Project Manager

GENERAL CONTRACTORS

P.O. Box 4404 • Chattanooga, TN 37405 • Office: (423) 266-6218 • Fax: (423) 756-4581

Only includes changes as listed above and on the subcontractors backup. All other changes are excluded.



**MURFREESBORO AIRPORT  
SOUTH TERMINAL HANGAR  
#1 REPLACEMENT**

MURFREESBORO AIRPORT  
1930 MEMORIAL BLVD  
MURFREESBORO, TN 37129

No.	Description	Date

**EROSION CONTROL PLAN  
STAGE 2**

JOB NO: 63013  
DATE: 03/01/2021  
DRAWN: EJA  
CHECKED: JAM

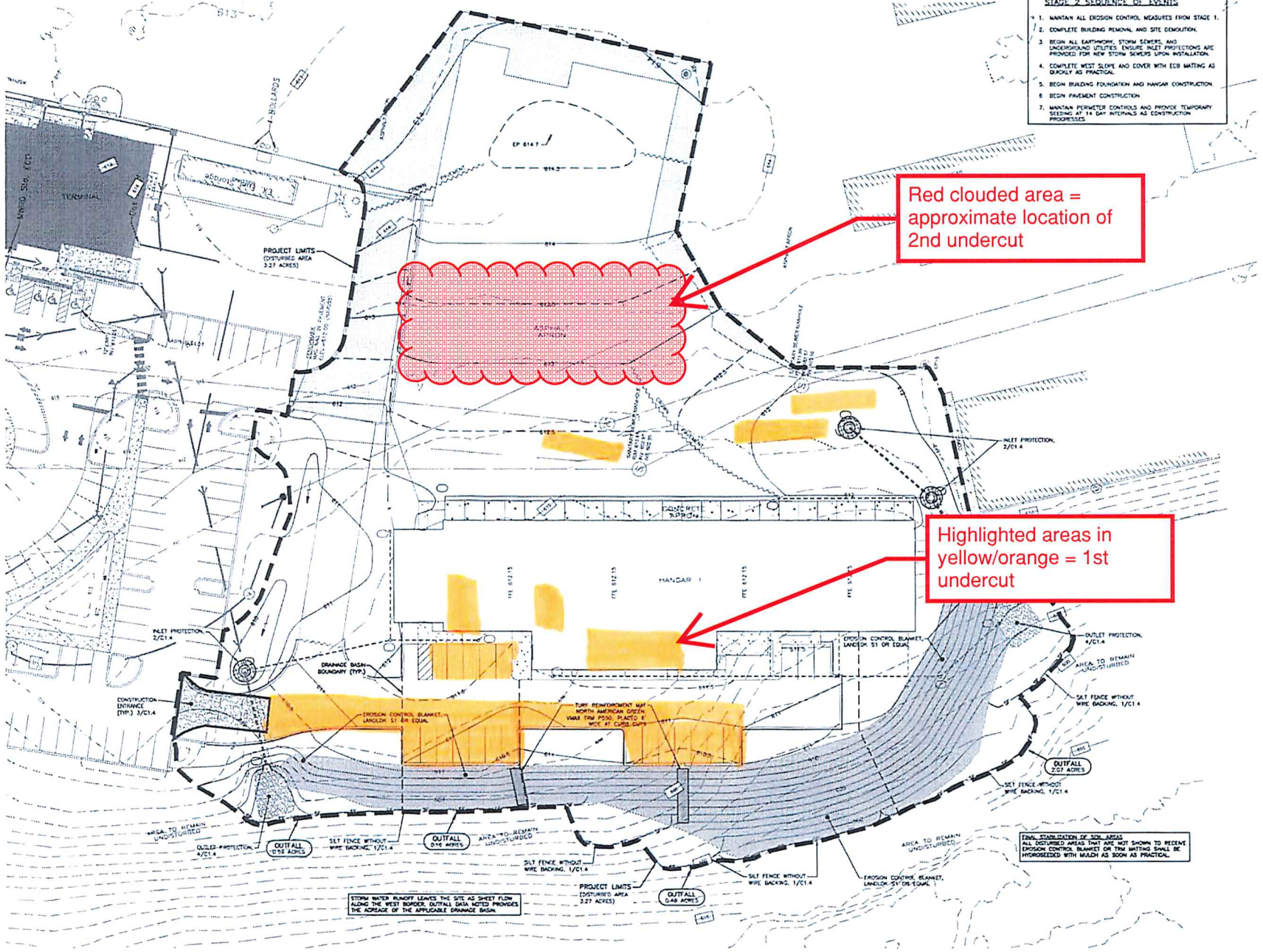


C1.2

- STAGE 2 SEQUENCE OF EVENTS**
1. MAINTAIN ALL EROSION CONTROL MEASURES FROM STAGE 1.
  2. COMPLETE BUILDING REMOVAL AND SITE DEMOLITION.
  3. BEGIN ALL EARTHWORK, STORM SEWERS, AND UNDERGROUND UTILITIES. ENSURE INLET PROTECTIONS ARE PROVIDED FOR NEW STORM SEWERS UPON INSTALLATION.
  4. COMPLETE WEST SLOPE AND COVER WITH ECB MATTING AS RAPIDLY AS PRACTICAL.
  5. BEGIN BUILDING FOUNDATION AND HANGAR CONSTRUCTION.
  6. BEGIN PAVEMENT CONSTRUCTION.
  7. MAINTAIN PERIMETER CONTROLS AND PROVIDE TEMPORARY SEEDING AT 14 DAY INTERVALS AS CONSTRUCTION PROGRESSES.

Red clouded area =  
approximate location of  
2nd undercut

Highlighted areas in  
yellow/orange = 1st  
undercut



H:\WORK\2021\MurFreesboro\Stage 2\Drawings\Stage 2\Drawings\1. Erosion Control Plan.dwg 11/16/2021 12:45:43 AM



# BLUE WATER

INDUSTRIES Page 1 of 4

## Invoice

Blue Water Industries LLC  
200 West Forsyth Street, Suite 1200  
Jacksonville, Florida 32202

Date  
Invoice #  
Terms  
Due Date  
Purchase Order  
Ship Date

6/10/2021  
306610  
Net 25th following month  
7/25/2021  
Murfreesboro Airport  
6/9/2021

### Ship To

Baker Const. Inc.  
Materials Picked Up  
2106 Twin Oak Drive  
Murfreesboro TN 37130

### Bill To

Baker Const. Inc.  
3895 Betty Ford Road  
Murfreesboro TN 37130

Customer: 1147 Baker Const. Inc.

Ticket Number	Item	Description	Quantity	Subtotal QTY	Units	Unit Price	Amount	Tax Rate
253092381	SURGESALES	SURGE STONE SALES	20.93		Ton			
253092421	SURGESALES	SURGE STONE SALES	21.81		Ton			
253092478	SURGESALES	SURGE STONE SALES	21.84		Ton			
253092500	SURGESALES	SURGE STONE SALES	19.57		Ton			
253092521	SURGESALES	SURGE STONE SALES	19.75		Ton			
253092541	SURGESALES	SURGE STONE SALES	19.07		Ton			
	Sub-total			122.97				
253092385	STRIPPINGS	STRIPPINGS	22.21		Ton			
253092387	STRIPPINGS	STRIPPINGS	22.31		Ton			
253092393	STRIPPINGS	STRIPPINGS	22.03		Ton			
253092399	STRIPPINGS	STRIPPINGS	19.75		Ton			
253092405	STRIPPINGS	STRIPPINGS	17.13		Ton			
253092406	STRIPPINGS	STRIPPINGS	21.47		Ton			
253092409	STRIPPINGS	STRIPPINGS	20.52		Ton			
253092411	STRIPPINGS	STRIPPINGS	19.3		Ton			
253092419	STRIPPINGS	STRIPPINGS	20.31		Ton			
253092420	STRIPPINGS	STRIPPINGS	20.92		Ton			
253092423	STRIPPINGS	STRIPPINGS	20.05		Ton			
253092427	STRIPPINGS	STRIPPINGS	18.38		Ton			
253092430	STRIPPINGS	STRIPPINGS	20.72		Ton			
253092438	STRIPPINGS	STRIPPINGS	20.36		Ton			
253092443	STRIPPINGS	STRIPPINGS	22.25		Ton			
253092444	STRIPPINGS	STRIPPINGS	21.14		Ton			
253092448	STRIPPINGS	STRIPPINGS	18.77		Ton			
253092453	STRIPPINGS	STRIPPINGS	18		Ton			
253092454	STRIPPINGS	STRIPPINGS	19.91		Ton			
253092459	STRIPPINGS	STRIPPINGS	19.67		Ton			
253092462	STRIPPINGS	STRIPPINGS	22.2		Ton			
253092464	STRIPPINGS	STRIPPINGS	20.85		Ton			
253092466	STRIPPINGS	STRIPPINGS	21.45		Ton			



# BLUE WATER Invoice

INDUSTRIAL Page 2 of 4

Date  
Invoice #

6/10/2021  
306610

Blue Water Industries LLC  
200 West Forsyth Street, Suite 1200  
Jacksonville, Florida 32202

## Ship To

Baker Const. Inc.  
Materials Picked Up  
2106 Twin Oak Drive  
Murfreesboro TN 37130

## Bill To

Baker Const. Inc.  
3895 Betty Ford Road  
Murfreesboro TN 37130

Customer: 1147 Baker Const. Inc.

Ticket Number	Item	Description	Quantity	Subtotal QTY	Units	Unit Price	Amount	Tax Rate
253092469	STRIPPINGS	STRIPPINGS	18.26		Ton			
253092473	STRIPPINGS	STRIPPINGS	19.75		Ton			
253092477	STRIPPINGS	STRIPPINGS	19.47		Ton			
253092488	STRIPPINGS	STRIPPINGS	20.93		Ton			
253092493	STRIPPINGS	STRIPPINGS	15.68		Ton			
253092494	STRIPPINGS	STRIPPINGS	21.24		Ton			
253092495	STRIPPINGS	STRIPPINGS	20.34		Ton			
253092497	STRIPPINGS	STRIPPINGS	17.83		Ton			
253092502	STRIPPINGS	STRIPPINGS	20.18		Ton			
253092509	STRIPPINGS	STRIPPINGS	18.12		Ton			
253092512	STRIPPINGS	STRIPPINGS	21.35		Ton			
253092513	STRIPPINGS	STRIPPINGS	20.27		Ton			
253092517	STRIPPINGS	STRIPPINGS	18.36		Ton			
253092524	STRIPPINGS	STRIPPINGS	19.1		Ton			
253092533	STRIPPINGS	STRIPPINGS	17.37		Ton			
253092536	STRIPPINGS	STRIPPINGS	20.1		Ton			
253092538	STRIPPINGS	STRIPPINGS	19.83		Ton			
253092539	STRIPPINGS	STRIPPINGS	19.12		Ton			
253092544	STRIPPINGS	STRIPPINGS	20.12		Ton			
253092562	STRIPPINGS	STRIPPINGS	18.49		Ton			
253092564	STRIPPINGS	STRIPPINGS	19.52		Ton			
253092565	STRIPPINGS	STRIPPINGS	22.49		Ton			
253092569	STRIPPINGS	STRIPPINGS	21.05		Ton			
253092571	STRIPPINGS	STRIPPINGS	21.3		Ton			
253092573	STRIPPINGS	STRIPPINGS	22.31		Ton			
253092576	STRIPPINGS	STRIPPINGS	19.45		Ton			
253092577	STRIPPINGS	STRIPPINGS	18.25		Ton			
253092581	STRIPPINGS	STRIPPINGS	22.02		Ton			
253092585	STRIPPINGS	STRIPPINGS	21.22		Ton			



# BLUE WATER Invoice

INDUSTRIES Page 3 of 4

Date  
Invoice #

6/10/2021  
306610

Blue Water Industries LLC  
200 West Forsyth Street, Suite 1200  
Jacksonville, Florida 32202

## Ship To

Baker Const. Inc.  
Materials Picked Up  
2106 Twin Oak Drive  
Murfreesboro TN 37130

## Bill To

Baker Const. Inc.  
3895 Betty Ford Road  
Murfreesboro TN 37130

Customer: 1147 Baker Const. Inc.

Ticket Number	Item	Description	Quantity	Subtotal QTY	Units	Unit Price	Amount	Tax Rate
253092589	STRIPPINGS	STRIPPINGS	21.57		Ton			
253092591	STRIPPINGS	STRIPPINGS	22.34		Ton			
253092595	STRIPPINGS	STRIPPINGS	21.65		Ton			
253092599	STRIPPINGS	STRIPPINGS	17.29		Ton			
253092600	STRIPPINGS	STRIPPINGS	20.93		Ton			
253092611	STRIPPINGS	STRIPPINGS	22.1		Ton			
253092612	STRIPPINGS	STRIPPINGS	21.99		Ton			
253092613	STRIPPINGS	STRIPPINGS	22.36		Ton			
253092614	STRIPPINGS	STRIPPINGS	21.56		Ton			
253092615	STRIPPINGS	STRIPPINGS	18.63		Ton			
253092616	STRIPPINGS	STRIPPINGS	22.77		Ton			
253092619	STRIPPINGS	STRIPPINGS	20.25		Ton			
253092620	STRIPPINGS	STRIPPINGS	16.82		Ton			
253092621	STRIPPINGS	STRIPPINGS	19.19		Ton			
253092622	STRIPPINGS	STRIPPINGS	20.04		Ton			
	Sub-total			1352.71				

Blue Water Industries LLC  
200 West Forsyth Street, Suite 1200  
Jacksonville, Florida 32202

Date  
Invoice #  
Terms  
Due Date  
Purchase Order  
Ship Date

6/18/2021  
309517  
Net 25th following month  
7/25/2021  
Murfreesboro Airport  
6/17/2021

### Ship To

Baker Const. Inc.  
Materials Picked Up  
2106 Twin Oak Drive  
Murfreesboro TN 37130

### Bill To

Baker Const. Inc.  
3895 Betty Ford Road  
Murfreesboro TN 37130

Customer: 1147 Baker Const. Inc.

Ficker Number	Item	Description	Quantity	Subtotal QTY	Units	Unit Price	Amount	Tax Rate
253093938	SURGESALES	SURGE STONE SALES	22.65		Ton			
253093940	SURGESALES	SURGE STONE SALES	21.31		Ton			
253093951	SURGESALES	SURGE STONE SALES	22.1		Ton			
253093960	SURGESALES	SURGE STONE SALES	22.28		Ton			
	Sub-total			88.32				
253094019	STRIPPINGS	STRIPPINGS	21.33		Ton			
253094026	STRIPPINGS	STRIPPINGS	19.93		Ton			
253094038	STRIPPINGS	STRIPPINGS	21.05		Ton			
253094040	STRIPPINGS	STRIPPINGS	20.83		Ton			
253094044	STRIPPINGS	STRIPPINGS	22.7		Ton			
253094047	STRIPPINGS	STRIPPINGS	20.82		Ton			
253094050	STRIPPINGS	STRIPPINGS	18.78		Ton			
253094052	STRIPPINGS	STRIPPINGS	20.37		Ton			
253094062	STRIPPINGS	STRIPPINGS	22.33		Ton			
253094068	STRIPPINGS	STRIPPINGS	20.71		Ton			
253094069	STRIPPINGS	STRIPPINGS	20.88		Ton			
253094072	STRIPPINGS	STRIPPINGS	18.71		Ton			
253094078	STRIPPINGS	STRIPPINGS	21.57		Ton			
253094080	STRIPPINGS	STRIPPINGS	20.83		Ton			
253094088	STRIPPINGS	STRIPPINGS	19.16		Ton			
253094089	STRIPPINGS	STRIPPINGS	20.85		Ton			
253094090	STRIPPINGS	STRIPPINGS	20.91		Ton			
253094091	STRIPPINGS	STRIPPINGS	18.41		Ton			
253094092	STRIPPINGS	STRIPPINGS	20.28		Ton			
253094098	STRIPPINGS	STRIPPINGS	22.59		Ton			
	Sub-total			410.95				



# BLUE WATER

INDUSTRIES

## Invoice

Page 1 of 3

Blue Water Industries LLC  
200 West Forsyth Street, Suite 1200  
Jacksonville, Florida 32202

Date  
Invoice #  
Terms  
Due Date  
Purchase Order  
Ship Date

6/22/2021  
310225  
Net 25th following month  
7/25/2021  
Murfreesboro Airport  
6/18/2021

### Ship To

Baker Const. Inc.  
Materials Picked Up  
2106 Twin Oak Drive  
Murfreesboro TN 37130

### Bill To

Baker Const. Inc.  
3895 Betty Ford Road  
Murfreesboro TN 37130

Customer: 1147 Baker Const. Inc.

Ticket Number	Item	Description	Quantity	Subtotal QTY	Units	Unit Price	Amount	Tax Rate
253094114	STRIPPINGS	STRIPPINGS	20.5		Ton			
253094128	STRIPPINGS	STRIPPINGS	21.75		Ton			
253094131	STRIPPINGS	STRIPPINGS	20.58		Ton			
253094133	STRIPPINGS	STRIPPINGS	19.62		Ton			
253094135	STRIPPINGS	STRIPPINGS	22.23		Ton			
253094139	STRIPPINGS	STRIPPINGS	21.03		Ton			
253094155	STRIPPINGS	STRIPPINGS	22.1		Ton			
253094161	STRIPPINGS	STRIPPINGS	21.19		Ton			
253094162	STRIPPINGS	STRIPPINGS	19.26		Ton			
253094164	STRIPPINGS	STRIPPINGS	20.74		Ton			
253094183	STRIPPINGS	STRIPPINGS	21.6		Ton			
253094189	STRIPPINGS	STRIPPINGS	21		Ton			
253094190	STRIPPINGS	STRIPPINGS	19.81		Ton			
253094191	STRIPPINGS	STRIPPINGS	19.22		Ton			
253094195	STRIPPINGS	STRIPPINGS	21.96		Ton			
253094204	STRIPPINGS	STRIPPINGS	22.22		Ton			
253094207	STRIPPINGS	STRIPPINGS	20.46		Ton			
253094209	STRIPPINGS	STRIPPINGS	21.59		Ton			
253094212	STRIPPINGS	STRIPPINGS	20.08		Ton			
253094214	STRIPPINGS	STRIPPINGS	22.27		Ton			
253094220	STRIPPINGS	STRIPPINGS	22.25		Ton			
253094223	STRIPPINGS	STRIPPINGS	21.76		Ton			
253094226	STRIPPINGS	STRIPPINGS	20.98		Ton			
253094229	STRIPPINGS	STRIPPINGS	20.98		Ton			
253094230	STRIPPINGS	STRIPPINGS	20.34		Ton			
253094233	STRIPPINGS	STRIPPINGS	21.78		Ton			
253094234	STRIPPINGS	STRIPPINGS	17.9		Ton			
253094238	STRIPPINGS	STRIPPINGS	19.03		Ton			
253094240	STRIPPINGS	STRIPPINGS	20.51		Ton			
253094250	STRIPPINGS	STRIPPINGS	19.29		Ton			



# BLUE WATER INDUSTRIES

## Invoice

Page 2 of 3

Date  
Invoice #

6/22/2021  
310225

Blue Water Industries LLC  
200 West Forsyth Street, Suite 1200  
Jacksonville, Florida 32202

### Ship To

Baker Const. Inc.  
Materials Picked Up  
2106 Twin Oak Drive  
Murfreesboro TN 37130

### Bill To

Baker Const. Inc.  
3895 Betty Ford Road  
Murfreesboro TN 37130

Customer: 1147 Baker Const. Inc.

Ticket Number	Item	Description	Quantity	Subtotal QTY	Units	Unit Price	Amount	Tax Rate
253094251	STRIPPINGS	STRIPPINGS	20.74		Ton			
253094255	STRIPPINGS	STRIPPINGS	20.09		Ton			
253094256	STRIPPINGS	STRIPPINGS	20.89		Ton			
253094257	STRIPPINGS	STRIPPINGS	20.36		Ton			
253094261	STRIPPINGS	STRIPPINGS	21.14		Ton			
253094262	STRIPPINGS	STRIPPINGS	22.34		Ton			
253094268	STRIPPINGS	STRIPPINGS	20.02		Ton			
253094272	STRIPPINGS	STRIPPINGS	19.36		Ton			
253094273	STRIPPINGS	STRIPPINGS	21.49		Ton			
253094276	STRIPPINGS	STRIPPINGS	22.12		Ton			
253094284	STRIPPINGS	STRIPPINGS	21.74		Ton			
253094285	STRIPPINGS	STRIPPINGS	21.17		Ton			
253094286	STRIPPINGS	STRIPPINGS	22		Ton			
253094289	STRIPPINGS	STRIPPINGS	20.79		Ton			
253094290	STRIPPINGS	STRIPPINGS	21.85		Ton			
253094293	STRIPPINGS	STRIPPINGS	19.61		Ton			
	Sub-total			959.74				



# BLUE WATER INDUSTRIES

## Invoice

Page 3 of 3

Date  
Invoice #

6/22/2021  
310225

Blue Water Industries LLC  
200 West Forsyth Street, Suite 1200  
Jacksonville, Florida 32202

**Ship To**  
Baker Const. Inc.  
Materials Picked Up  
2106 Twin Oak Drive  
Murfreesboro TN 37130

**Bill To**  
Baker Const. Inc.  
3895 Betty Ford Road  
Murfreesboro TN 37130

**Customer: 1147 Baker Const. Inc.**

Ticket Number	Item	Description	Quantity	Subtotal QTY	Units	Unit Price	Amount	Tax Rate

The invoice incorporates herein by reference Buyer's previously executed Credit Application, if any, Sellers Standard Terms and Conditions, Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice ("Agreement"). Buyer agrees that, unless otherwise noted herein, all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.

### Blue Water Industries LLC

**Make Checks Payable To**

Blue Water Industries LLC  
PO Box 747056  
Atlanta, GA 30374-7056

### Remittance Slip

Invoice # 310225

Amount Due \_\_\_\_\_

Amount Paid \_\_\_\_\_

**Customer**

1147 Baker Const. Inc.



**Nashville Office**  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
Phone: 615-331-7770

**Client:**  
City of Murfreesboro  
630 West Main Street  
Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129

<b>Activity Date:</b>	06/04/2021	<b>Discipline:</b>	Soils
<b>Category:</b>	Proofrolling	<b>Location:</b>	Building Pad
<b>Location Details:</b>	<b>Proofroll:</b> <ul style="list-style-type: none"><li>• Hanger #1 Replacement: Building Pad / Parking Areas</li></ul>		
<b>Technician:</b>	Lowery, Tony		

## Work Completed

**Reinspection Visit:** No

**Reinspection Required:** No

**Determination:** Discrepancy

### Description:

A representative of TTL was present on-site this day, as requested by Mr. Rob Schneider of Baker Construction, to monitor a proofroll at the above referenced area. Upon arriving, the TTL technician spoke with the contractor to coordinate the areas to be reviewed. Also present for the proofroll was Ms. Kayla Walker (City of Murfreesboro).

The proofroll was performed using a heavily loaded tandem axle dump truck. The truck made multiple passes across the areas in orthogonal directions. The subgrade was noted to be firm and stable beneath the weight of the dump truck tires except four areas within the building pad and five areas within the parking areas. The materials were observed to significantly pump and rut under the static load. Our representative suggested scarification and aerating the materials. The contractor noted TTL suggestions but plans to coordinate the repairs with City of Murfreesboro due to the further inclement weather. The unstable areas were marked on the ground using marking paint and flags. TTL and the contractor measured the dimensions of the unstable areas to the nearest foot. Photos are attached.

**Note:** TTL understands that the contractor will coordinate remedial action with the City of Murfreesboro and reschedule additional proofrolling with TTL at a later date.

**Tests Performed:** Proofroll / Visual Observations

**Discrepancy:** Yes

**Status:** Open

**Discrepancy Number:** 1

### Discrepancy Description:

four areas within the building pad and five areas within the parking areas were unstable. The materials were observed to significantly pump and rut under the static load.



**Nashville Office**  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
Phone: 615-331-7770

**Client:**  
City of Murfreesboro  
630 West Main Street  
Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129



**Description:** Building pad / parking areas  
**Image Date Taken:** 06/04/2021  
**Photographer:** Lowery, Tony



**Description:** Building pad and parking areas  
**Image Date Taken:** 06/04/2021  
**Photographer:** Lowery, Tony



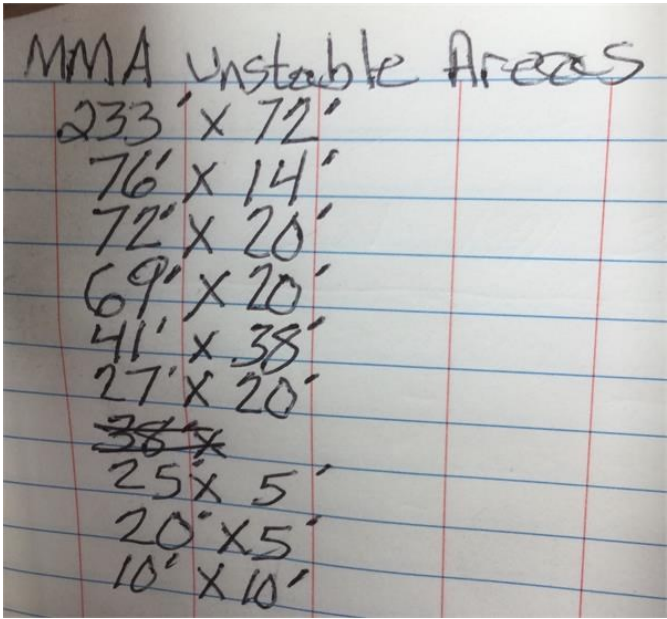
**Nashville Office**  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
Phone: 615-331-7770

**Client:**  
City of Murfreesboro  
630 West Main Street  
Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129



**Description:** Unstable areas      **Image Date Taken:** 06/04/2021  
**Photographer:** Lowery, Tony



**Description:** Unstable areas dimensions      **Image Date Taken:** 06/04/2021  
**Photographer:** Lowery, Tony



**Nashville Office**  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
Phone: 615-331-7770

**Client:**  
City of Murfreesboro  
630 West Main Street  
Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129

<b>Activity Date:</b>	06/07/2021	<b>Discipline:</b>	Soils
<b>Category:</b>	Proofrolling	<b>Location:</b>	Building Pad
<b>Location Details: Proof Roll of Undercut Areas</b>			
<ul style="list-style-type: none"><li>Hanger #1 Replacement: Building Pad / Parking Areas</li></ul>			
<b>Technician:</b>	Perdue, Jordan		

## Work Completed

**Reinspection Visit:** No

**Reinspection Required:** No

**Determination:** No Discrepancy

### Description:

A representative of TTL was present on-site this day, as requested by Mr. Rob Schneider of Baker Construction, to monitor a proofroll at the above referenced areas. Four areas previously identified in the building pad and 1 of the 5 parking lot areas had been undercut and backfilled using limestone rock.

Upon arriving, the TTL technician spoke with the contractor to coordinate the areas to be reviewed. The proofroll was performed using a heavily loaded tandem axle dump truck. The truck made multiple passes across the previously undercut areas in orthogonal directions. The subgrade was noted to be firm and stable beneath the weight of the dump truck tires. The contractor is still working on undercutting the remaining parking lot areas and will coordinate with TTL upon completion for review.

See attached photos for visual reference.

**Tests Performed:** Proofrolling Undercut Areas

**Discrepancy:** No



**Nashville Office**  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
Phone: 615-331-7770

## Special Inspection

Undercut Areas Proofroll

---

**Client:**

City of Murfreesboro  
630 West Main Street  
Murfreesboro, TN 37128

**Project:**

000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129

---



**Image Date Taken:**  
06/07/2021

**Photographer:**  
Perdue, Jordan



**Image Date Taken:**  
06/07/2021

**Photographer:**  
Perdue, Jordan



# Special Inspection

Fill Observations

**Nashville Office**  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
Phone: 615-331-7770

**Client:**  
City of Murfreesboro  
630 West Main Street  
Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129

<b>Activity Date:</b>	06/10/2021	<b>Discipline:</b>	Soils
<b>Category:</b>	Proofrolling	<b>Location:</b>	Building Pad
<b>Location Details: Proof Roll of Undercut Areas</b> <ul style="list-style-type: none"><li>• Hanger #1 Replacement: Parking Areas</li></ul>			
<b>Technician:</b>	Lowery, Tony		

## Work Completed

**Reinspection Visit:** No

**Reinspection Required:** No

**Determination:** No Discrepancy

### Description:

A representative of TTL was present on-site this day, as requested by Mr. Rob Schneider of Baker Construction, to monitor a proofroll at the above referenced areas. Two unstable had been undercut and backfilled using limestone shot rock fill.

Upon arriving, the TTL technician spoke with the contractor to coordinate the areas to be reviewed. The proofroll was performed using a heavily loaded tandem axle dump truck. The truck made multiple passes across the previously undercut areas in orthogonal directions. The subgrade was noted to be firm and stable beneath the weight of the dump truck tires. The contractor was informed of the proofroll results and commenced with fill placement at the south parking area.

The fill placement began at approximately 7-feet below subgrade and ended at about 4-feet below subgrade. Our representative observed fully loaded dump trucks making multiple pass across the previously undercut areas and fill placement in orthogonal directions. The subgrade was noted to be firm and stable beneath the weight of the dump truck tires. The fill placement is a work in progress.

See attached sketch for visual reference of today's observation area.

**Tests Performed:** Proofrolling Undercut Areas

**Discrepancy:** No



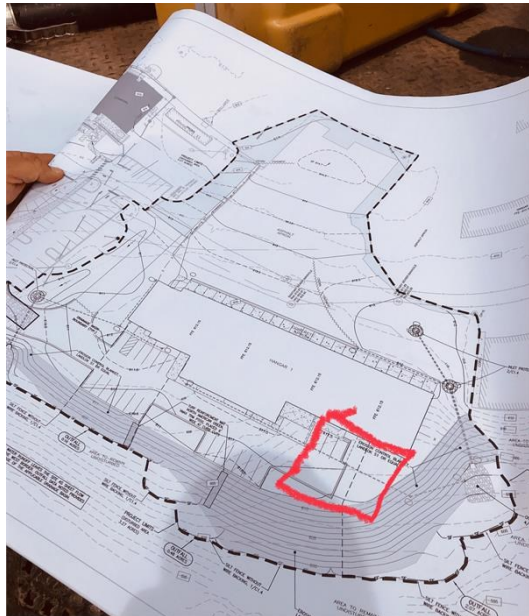
# Special Inspection

Fill Observations

**Nashville Office**  
5010 Linbar Drive  
Suite 153  
Nashville, TN 37211  
Phone: 615-331-7770

**Client:**  
City of Murfreesboro  
630 West Main Street  
Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129



**Description:** Area reviewed

**Image Date Taken:**  
06/10/2021



**Nashville Office**  
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Suite 153  
Nashville, TN 37211  
Phone: 615-331-7770

**Client:**  
City of Murfreesboro  
630 West Main Street  
Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129

<b>Activity Date:</b>	06/11/2021	<b>Discipline:</b>	Soils
<b>Category:</b>	Proofrolling	<b>Location:</b>	Building Pad
<b>Location Details:</b>	<b>Proof Roll of Undercut Areas</b> <ul style="list-style-type: none"><li>Hanger #1 Replacement: Parking Areas / Southwest Edge of Building Pad</li></ul>		
<b>Technician:</b>	Lowery, Tony		

## Work Completed

**Reinspection Visit:** No

**Reinspection Required:** No

**Determination:** No Discrepancy

### Description:

A representative of TTL was present on-site this day, as requested by Mr. Rob Schneider of Baker Construction, to monitor a proofroll at the above referenced areas. The contractor advised he would be placing fill using limestone rock.

Upon arriving, the TTL technician spoke with the contractor to coordinate the areas to be reviewed. Upon our arrival, the contractor had placed approximately 2-feet of materials at the above mentioned location. The materials were placed in 12-inch lifts utilizing a Komatsu 65PXi bulldozer and compaction was applied with a Bomag PDH-40 sheepsfoot compactor. The proofroll was performed using a heavily loaded tandem axle dump truck. The truck made multiple passes across the fill area in orthogonal directions. The subgrade was noted to be firm and stable beneath the weight of the dump truck tires. The contractor was informed of the proofroll results and commenced with fill placement.

The fill placement began at approximately 4-feet below subgrade and ended at about 1-foot below subgrade.

Additionally, a few loads of materials were delivered to the site that were observed to be dirty shot rock with some organic materials and debris. The contractor was aware of the condition of the materials and made a visit to the quarry to correct the situation. TTL observed several trucks delivering a more suitable material to the site after the corrections were made. The materials rock to soil ratio appears to be 90% rock and 10% soil with little to no debris present. The fill placement is a work in progress.

Photos are attached.

**Tests Performed:** Proofrolling  
Fill Placement Observations

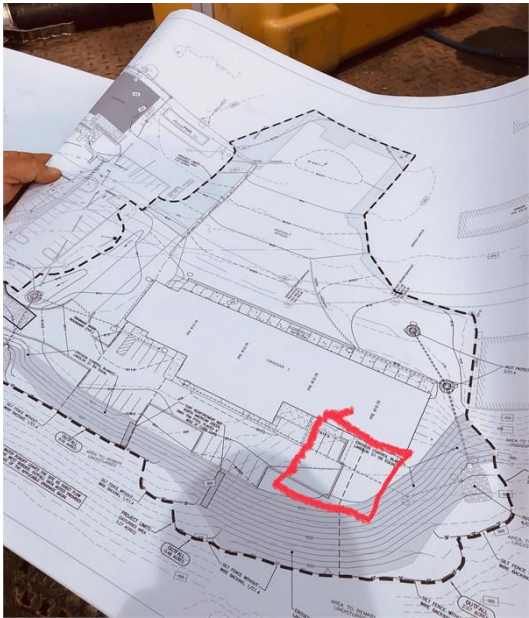
**Discrepancy:** No



**Nashville Office**  
5010 Linbar Drive  
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Phone: 615-331-7770

**Client:**  
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630 West Main Street  
Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129



**Description:** Area reviewed      **Image Date Taken:**  
06/10/2021



**Description:** Fill placement      **Image Date Taken:**  
06/11/2021

**Photographer:** Lowery, Tony



**Nashville Office**  
5010 Linbar Drive  
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Murfreesboro, TN 37128

**Project:**  
000210800957.00  
MMA Airport - Hangar #1 Replacement  
1930 Memorial Blvd  
Murfreesboro, TN 37129



**Description:** Fill placement

**Image Date Taken:**

06/11/2021

**Photographer:** Lowery, Tony

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

---

**Item Title:** Annual State Airport Maintenance Grant

**Department:** Airport

**Presented by:** Chad Gehrke, Airport Manager

**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**

State Airport Maintenance Grant for the Murfreesboro Municipal Airport.

**Staff Recommendation**

Approve the annual State Airport Maintenance Grant.

**Background Information**

Each year TDOT-Division of Aeronautics provides funding for the maintenance of the state system of airports. These funds are used for maintenance and repairs of the fuel systems, airfield lighting, mowing equipment, etc.

**Council Priorities Served**

*Responsible budgeting*

Utilization of state and federal grant funds are an essential part of our Airport Budget.

*Maintain public safety*

The annual State Airport Maintenance Grant assists with the maintenance of several safety related items.

**Operational Issues**

Grant assists with the maintenance of items at the airport that promote safe operations at the Airport such as airfield lighting and other similar systems.

**Fiscal Impact**

Airport Maintenance Grant assists with 95% of the cost funding up to \$15,000.

**Attachments**

Annual State Airport Maintenance Grant



## GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> 7/1/2021	<b>End Date</b> 6/30/2022	<b>Agency Tracking #</b> 40100-40400	<b>Edison ID</b> 70791		
<b>Grantee Legal Entity Name</b> City of Murfreesboro			<b>Edison Vendor ID</b> 4110		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA # N/A</b>  <b>Grantee's fiscal year end – June 30</b>			
<b>Service Caption</b> (one line only) FY2022 Airport Maintenance					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2022	\$15,000.00	\$0.00		\$0.00	\$15,000.00
<b>TOTAL:</b>	<b>\$15,000.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$15,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional) TX00		<b>Account Code</b> (optional) 71302			

**VENDOR ADDRESS: 5**

**LOCATION CODE: MURFRE-002**

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

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

Grantee Edison Vendor ID # 4110

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-23, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in **Attachment One**. The Grantee shall provide a five percent (5%) participation of actual costs.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on **July 1<sup>st</sup>, 2021** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

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

Department of Transportation-Aeronautics Division  
<https://tndot.blackcatgrants.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation-Aeronautics Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more

than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

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

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

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

Ryan Healey, Transportation Program Monitor

Aeronautics Division  
7335 Centennial Boulevard  
Nashville TN, 37209  
Email: [Ryan.Healey@tn.gov](mailto:Ryan.Healey@tn.gov)  
Telephone: 615-741-3208

The Grantee:

Shane McFarland, City Mayor  
City of Murfreesboro  
City Hall  
111 West Vine Street  
Murfreesboro, TN 37130  
Telephone: 615-849-2629

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year: Grantee shall submit a final report within three (3) months of the conclusion of the Term. Grants with a term more than one (1) year: Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three**.  
  
When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.  
  
A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**

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

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

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

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

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;

- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

## **E. SPECIAL TERMS AND CONDITIONS:**

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

E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.7. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
  - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**IN WITNESS WHEREOF,**

**CITY OF MURFREESBORO:**

**75-555-0768-22**

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**GRANTEE SIGNATURE**

**DATE**

**SHANE MCFARLAND, CITY MAYOR**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

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**GRANTEE LEGAL COUNSEL'S SIGNATURE**

**DATE**

**DEPARTMENT OF TRANSPORTATION:**

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**CLAY BRIGHT, COMMISSIONER**

**DATE**

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

**DATE**

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.

**ATTACHMENT TWO**

**PAGE ONE**

GRANT BUDGET				
City of Murfreesboro: FY2022 Airport Maintenance			AERM-22-145-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: 7/1/2021		END: 6/30/2022		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$15,000.00	\$789.47	\$15,789.47
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$15,000.00	\$789.47	\$15,789.47

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT TWO**

**PAGE TWO**

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY2022 Airport Maintenance	\$15,000.00
<b>TOTAL</b>	<b>\$15,000.00</b>

TAD Project # 75-555-0768-22

Project Breakdown: \$15,000.00 95% State  
TX# \$ 789.47 5% Local Participation  
Grant Total: \$15,789.47

Reimbursable Amount: \$15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

**ATTACHMENT THREE**

**PAGE ONE**

**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

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

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

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

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

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Bernhard MCC Contract Amendment

**Department:** Facilities

**Presented by:** Bo Jones

**Requested Council Action:**

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

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## Summary

Amendment for the current preventative maintenance contract for heating, ventilation, and air conditioning (HVAC).

## Staff Recommendation

Approve the amendment in the amount of \$5,890. The total contract amount yearly will be \$82,418.72.

## Background Information

Using an outside contractor for HVAC PM servicing allows the city to identify problems before they arise and prolong the equipment's lifecycle.

## Council Priorities Served

*Responsible budgeting*

Outsourcing preventative HVAC maintenance assists in avoiding costly emergency repairs and assures the department is allocating its resources efficiently to provide maintenance in the most cost-effective manner.

## Fiscal Impact

Funds are currently allocated in the Fire Department's FY22 operating budget under repair and maintenance of buildings.

## Attachments

Bernhard MCC Contract Amendment

**AMENDMENT #1  
TO  
AGREEMENT FOR HVAC INSPECTION & MAINTENANCE SERVICE  
BETWEEN  
THE CITY OF MURFREESBORO  
AND  
BERNHARD MCC, LLC**

WHEREAS, the City of Murfreesboro entered into a contract with Bernhard MCC, LLC on July 25, 2019, for procurement of HVAC inspection and maintenance services for the City of Murfreesboro in accordance with the Bid Specifications set forth in the ITB and any Addendums issued to ITB-26-2019 – HVAC Inspection and Maintenance Services and,

WHEREAS, Clause 9 of the Agreement, allows the Agreement to be modified by written amendment executed by all parties; and

WHEREAS, the City would like to add Murfreesboro Fire Rescue Stations 4 located at 1321 Medical Center Parkway, Murfreesboro, TN 37129, and Murfreesboro Fire Rescue Station 11 located at 3924 Blaze Dr., Murfreesboro, TN 37128, to the list of City facilities utilizing the services of Contractor pursuant to the above referenced Agreement; and

WHEREAS, Contractor consents to the addition of Murfreesboro Fire Rescue Stations 4 and 11 to the list of City facilities utilizing the services of Contractor pursuant to the above referenced Agreement;

NOW THEREFORE, the City and Contractor mutually agree:

1. To add Murfreesboro Fire Rescue Station 4 located at 1321 Medical Center Parkway, Murfreesboro, TN 37129, and Murfreesboro Fire Rescue Station 11 located at 3924 Blaze Dr., Murfreesboro, TN 37128, to the list of City facilities utilizing the services of Contractor pursuant to the above referenced Agreement.
2. The addition of these two fire stations to the list of City facilities serviced pursuant to the Agreement will increase the annual cost of the contract by \$5,890.

Current Total Annual Contract Amount:	\$76,528.72
Current Contract Quarterly Billing:	\$19,132.18

New Total Annual Contract Amount:	\$82,418.72
New Contract Quarterly Billing:	\$20,604.68

3. All other terms of the contract shall remain the same.
4. The effective date of this amendment shall be July 1, 2021 upon Council approval and execution by both Parties.

5. The effective billing date shall be August 1, 2021 upon Council approval and execution by both Parties.

**CITY OF MURFREESBORO**

**BERNHARD MCC, LLC**

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Shane McFarland, Mayor

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Gregg Wells, Senior Vice President

Approved as to form:

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Adam F. Tucker, City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Contract with Murfreesboro Medical Clinic for Fire Rescue Department

**Department:** Fire Rescue

**Presented by:** Mark A. Foulks

**Requested Council Action:**

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

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**Summary**

Amended contract with Murfreesboro Medical Clinic (MMC) to provide physicals and cancer screenings.

**Staff Recommendation**

Approve the amended contract with MMC for physicals and cancer screenings.

**Background Information**

On June 2, 2020, the City entered into a contract with MMC to provide physicals and cancer screenings to firefighters on an annual basis to comply with the requirements set forth by the Barry Brady Act. MFRD requests council approval for the amended contract with MMC to continue these services for another year.

**Council Priorities Served**

*Maintain public safety*

Approving this contract amendment will comply with the Barry Brady Act and assist firefighters in maintaining their health which allows them to provide the highest level of service to the community.

**Fiscal Impact**

Funding for the MMC Contract Amendment is included in the FY22 Budget.

**Attachments**

1. Original MMC Contract Signed June 2, 2020
2. Amendment #1 of MMC Contract

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
MURFREESBORO MEDICAL CLINIC, P.A.  
FOR  
BARRY BRADY ACT PROGRAM**

This contract is entered into on this 2nd day of June 2020, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **MURFREESBORO MEDICAL CLINIC, P.A.**, a corporation of the State of Tennessee ("Contractor"). This contract consists of the following documents as may be amended from time to time:

- *This Contract*
- *Murfreesboro Medical Clinic Proposal to City of Murfreesboro for Lymphoma Screening & Testing for Colon Cancer Services dated January 21, 2020 (Attachment "A")*
- *Murfreesboro Medical Clinic Proposal to City of Murfreesboro for Free Skin Screenings for MFRD dated January 17, 2020 (Attachment "B")*

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

- *Any properly executed amendment or change order to this contract (most recent with first priority)*
- *This Contract*
- *Murfreesboro Medical Clinic Proposal to City of Murfreesboro for Non-Hodgkin's Lymphoma Screening, Multiple Myeloma Cancer Screening & Testing for Colon Cancer Services dated January 21, 2020 (Attachment "A")*
- *Murfreesboro Medical Clinic Proposal to City of Murfreesboro for Free Skin Screenings for MFRD dated January 17, 2020 (Attachment "B")*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide skin cancer and colon cancer screening services as set forth in the MMC's proposal to the City of Murfreesboro dated January 17 and 20, 2020, and any subsequent mutually agreed upon written revisions to such proposal. In addition to the duties and responsibilities set forth in the above referenced documents, the Contractor shall:

- a. Comply with all applicable laws and regulations, including but not limited to the Barry Brady Act codified at T.C.A. 7-51-201(d) and;
- b. Comply with all requirements set forth in City of Murfreesboro Fire Rescue Department policies and procedures relative to testing of city employees as amended and provided to Contractor from time to time;
- c. For the avoidance of doubt, Contractor is only providing the aforementioned specific screenings on the basis of the fee schedule in subsequent Section 4. Any additional screenings, follow-up care, or follow-on care provided by the Contractor to MFD employees, if any, shall be provided in the normal course of business on the basis of the Contractor's standing financial policy whereas patients and/or their insurance providers are billed the contractual fee-for-service.

2. **Duties and Responsibilities of the City.** The City shall:

- a. Pay the Contractor in cash-equivalent certified funds within 30 days (NET 30) of receipt by the City of a duly prepared invoice from the Contractor line-itemizing all services rendered and the applicable cost.

- b. Allow the Contractor to prepare various marketing, advertising, and promotional materials to be disseminated via normal channels of marketing and communication, including, but not limited to, promotional videos, TV advertising, radio advertising, print advertising, freestanding physical media advertising, and social media advertising and posting. In return, Contractor shall agree that any such marketing or promotional content shall be prepared and published in keeping with local community standards of good taste and decency, Contractor shall not represent in any such marketing or promotional content that it is the exclusive or preferred healthcare provider for the City, and Contractor shall obtain any necessary consent and waiver forms by any City employees, contractors, associates, or agents whose name, image, or likeness might appear in any such marketing or promotional content.
3. **Term.** The term of this contract shall be one year, renewable up to a maximum three years. This contract shall not be effective until signed by all required parties.
4. **Fees.** The fees for the services provided under this contract shall be at the rates set forth below. Any changes in the fees must be agreed upon in writing by both parties.
  - a. CBC Blood Test - \$30.00
  - b. Fecal Occult Test - \$35.00
  - c. Skin Cancer Screening Office Visit – No Charge
  - d. Medical History & Examination (Physical) - \$150.00
  - e. Audiogram (Air Conduction Study) - \$40.00
  - f. Pulmonary Function Test - \$25.00
  - g. Comprehensive Metabolic Panel (CMP) - \$33.00
  - h. Lipid Panel - \$45.00
  - i. EKG - \$40.00
  - j. Chest X-ray - \$35.00
  - k. Cardio IQ - \$225.00
  - l. Heavy Metal Lab - \$380.00
  - m. TDAP - \$45.00
  - n. Hep A - \$60.00 per dose
  - o. Hep B - \$45.00
  - p. TB Skin Test - \$15.00
5. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
6. **Termination—Funding.** Should funding for the services provided under this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
7. **Termination—Notice.** City may terminate this Contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.

9. **Notices.**

- a. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
- b. Notices to Contractor shall be mailed or hand delivered to Contractor, Murfreesboro Medical Clinic, Attention Amy Wolaver, Department Manager, 1272 Garrison Drive, Murfreesboro, TN 37129.

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principles, as such standards are applied to corporate entities who operate on the basis of tax-basis accounting.

11. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.

12. **Partnership/Joint Venture.** Nothing herein shall 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 shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

13. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

14. **Employment.** Contractor shall 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, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

15. **Non-Discrimination: Affirmative Action.** 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 contract, Contractor certifies and warrants it will comply with this policy.

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:

- a. **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.

- b. 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.
- c. 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.”

16. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the Contract, and,
- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. Contractor shall pay City any expenses incurred as a result of Contractor’s failure to fulfill any obligation in a professional and timely manner under this Contract.

17. **Insurance.** The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1,000,000) and workers’ compensation insurance as required by the State of Tennessee. Contractor must notify City if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

18. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Contract, and in the event City prevails, Contractor shall pay all expenses of such action including City’s attorney fees and costs at all stages of the litigation.

19. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT **MUST** BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.

20. **Entire Contract.** This Contract, MMC’s Proposal to City of Murfreesboro dated January 17 and January 21 , 2020 (Attachments “A & B”) set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

21. **Force Majeure.** No party shall have 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 war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.

22. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
23. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
24. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
25. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notices to City shall be sent to:

**Department:** City of Murfreesboro Administration  
**Attention:** City Manager  
**Address:** Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

- b. Notices to Contractor shall be sent to:

**Contractor:** Murfreesboro Medical Clinic, P.A.  
**Attention:** Amy Wolaver, Practice Administrator  
**Address:** 1272 Garrison Drive  
Murfreesboro, TN 37129

26. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this Contract shall be effective as of the date first written above.

**CITY OF MURFREESBORO**

**MURFREESBORO MEDICAL CLINIC, P.A.**

DocuSigned by:  
By: Craig Tindall  
Craig Tindall, City Manager

By: Matthew C. Stearns  
Matthew C. Stearns, Chief Financial Officer

**APPROVED AS TO FORM:**

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

**AMENDMENT #1  
TO  
CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
MURFREESBORO MEDICAL CLINIC, P.A.  
FOR  
BARRY BRADY ACT PROGRAM**

The Contract by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee ("City") and Murfreesboro Medical Clinic, P.A., a corporation of the State of Tennessee ("MMC" or "Contractor") entered into on June 2, 2020, for the provision of skin cancer and colon cancer screening services as set forth in MMC's proposal to the City dated January 17, and 20, 2020, is hereby amended as follows:

**WHEREAS**, pursuant to Clause 3 of the Contract, the term of the contract shall be one year, renewable up to a maximum of three years; and

**WHEREAS**, the parties have mutually agreed to renew the contract for a second year from June 3, 2021 to June 2, 2022, and all other terms of the contract, including unit price, shall remain unchanged;

**NOW THEREFORE**, said Contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the Contract for an additional year through June 2, 2022.
2. All other terms of the contract, including unit price, shall remain the same.
3. This Amendment is hereby effective on \_\_\_\_\_.

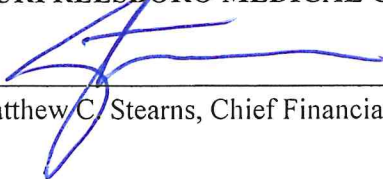
**CITY OF MURFREESBORO**

\_\_\_\_\_  
Shane McFarland, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adam F. Tucker, City Attorney

**MURFREESBORO MEDICAL CLINIC, P.A.**

  
\_\_\_\_\_  
Matthew C. Stearns, Chief Financial Officer

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/2021**

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**Item Title:** TargetSolutions Contract Renewal for Fire Rescue Department

**Department:** Fire Rescue

**Presented by:** Mark A. Foulks

**Requested Council Action:**

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

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**Summary**

Renewal of TargetSolutions and Check It software.

**Staff Recommendation**

Approve the renewal of TargetSolutions and Check It software.

**Background Information**

MFRD has used the TargetSolutions learning management system for training, credentialing, training records management, among other administrative functions, since 2017. In 2019, a Contract Addendum was approved to add the Check It component of the software. Check It allows personnel to meet the state requirements of tracking inventory on every apparatus, in medical bags, and in the stations. The total cost of TargetSolutions and Check It software is \$25,791 for FY22.

**Council Priorities Served**

*Maintain public safety*

This software will assist firefighters in staying up to date on training and meeting the state's requirements for inventory tracking, allowing them to provide the highest level of service to the community.

**Fiscal Impact**

Funding for TargetSolutions and Check It are included in the Department's FY22 Budget.

**Attachments**

TargetSolutions and Check It Renewal Quotes

# Renewal Notice



## TargetSolutions

Date Wednesday, June 2, 2021

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Murfreesboro Fire Department (TN)	Jillian Conrad	Annual	08-01-2021

Quantity	Product	Description	Unit Price	Total
226	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	\$82.79	\$18,710.54
1	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	\$395.00	\$395.00

Grand Total: \$19,105.54

As a convenience to our customers, we are changing our billing policy effective December 1st, 2019 to send out bills 30 days in advance of your renewal.

This does not change the billing due date or the payment terms of your agreement.

*Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.*

# Renewal Notice



## TargetSolutions

Date Monday, June 7, 2021

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Murfreesboro Fire Department (TN)	Jillian Conrad	Annual	10-31-2021

Quantity	Product	Description	Unit Price	Total
24	Vector Check It (NPP) Fire Vehicles	Discount via FireRescue GPO	(\$15.37)	(\$368.88)
24	Vector Check It - Fire/EMS Vehicles	Vector Check It for web and mobile (Fire/EMS Vehicles)	\$156.55	\$3,757.20
1	Vector Check It (NPP) Fire Stations	Discount via FireRescue GPO	\$229.60	\$229.60
13	Vector Check It (NPP) Fire Stations	TargetSolutions Check It Fire Stations	\$261.61	\$3,400.93
13	Vector Check It (NPP) Fire Stations	Discount via FireRescue GPO	(\$25.62)	(\$333.06)

Grand Total: \$6,685.79

As a convenience to our customers, we are changing our billing policy effective December 1st, 2019 to send out bills 30 days in advance of your renewal.

This does not change the billing due date or the payment terms of your agreement.

*Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.*

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/2021**

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**Item Title:** Renewal of IT Equipment Contract

**Department:** Information Technology

**Presented by:** Bill Terry, Public Safety IT Manager

**Requested Council Action:**

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

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**Summary**

Purchasing contract with Insight Public Sector utilizing the Omnia Partners Cooperative Purchasing contract 4400006644.

**Staff Recommendation**

Approve renewal to Insight Public Sector for purchases of IT equipment.

**Background Information**

Council previously approved the use of Omnia Partners Cooperative Purchasing for IT purchases. This agreement provides the ability to purchase IT equipment through Insight Public Section. The City agreement with Insight requires renewal.

**Council Priorities Served**

*Responsible Budgeting*

Utilizing purchasing cooperatives allows for quantity discounts for reduced overall costs.

**Fiscal Impact**

Items purchased under this contract are operating costs budgeted annually.

**Attachments**

First Amendment to the Contract with Insight Public Sector, Inc.

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
INSIGHT PUBLIC SECTOR, INC.  
FOR  
EQUIPMENT & MAINTENANCE SERVICES**

This First Amendment ("First Amendment") to the Contract entered December 5, 2019, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Insight Public Sector, Inc., a corporation of the State of Illinois, ("Contractor") is effective as of this \_\_\_\_\_.

**RECITALS**

WHEREAS, on December 5, 2019, the City entered into a contract with Insight Public Section, Inc. for data storage equipment and maintenance services pursuant to OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644; and,

WHEREAS, the term of the original OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644 and the contract between the City and Contractor is currently from December 5, 2019, to April 30, 2021; and,

WHEREAS, on January 15, 2021, the OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644 was amended to extend the term of the contract from May 1, 2021 through April 30, 2023 at existing prices, terms and conditions (hereinafter referred to as Amendment No. 5 to OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644);

WHEREAS, the City and Contractor desire to extend the City's contract with Insight Public Sector Inc. to comply with Amendment #5 of the OMNIA Partners (formally U.S. Communities) Cooperative Purchasing Contract No. 4400006644;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from May 1, 2021 until April 30, 2023. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of \_\_\_\_\_, 2021.

**CITY OF MURFREESBORO**

**INSIGHT PUBLIC SECTOR, INC.**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Adam F. Tucker, City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

---

**Item Title:** Mandatory Referral for Right-of-Way Abandonment of Berry Place

**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"/>

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**Summary**

Consider request to abandon Berry Place right-of-way.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on July 14, 2021.

**Background Information**

In this mandatory referral [2021-708], Council is being asked to abandon the entire right-of-way (ROW) of Berry Place, which is located north of Mercury Boulevard and west of 1<sup>st</sup> Avenue and only serves the Murfreesboro Housing Authority (MHA) property. The abandonment request is part of MHA's Mercury-Parkside Planned Unit Development (PUD) rezoning request, which is for the redevelopment of MHA's properties in this area and is currently being reviewed by the Planning Staff. The physical removal of this street will not be needed until the existing duplexes are demolished and the new infrastructure is constructed, which will be part of Phase II of the development, anticipated to be several years away. Temporary blanket public utility easements will need to be put in place within the abandonment area if the recordation of the abandonment is carried out prior to new utility locations being determined and installed. Once new utility locations are determined, then permanent utility easements can be recorded in their needed locations.

As an aside, the City's GIS does not show the segment of Berry Place west of South Bilbro Avenue as being dedicated as City right-of-way. However, it has been used similarly to a public ROW over the years and the remainder of Berry Place is public ROW. Because there is uncertainty as to whether the western segment is public ROW, it is being included in this request so that any interest that the City may have in it can be abandoned. The Planning Commission conducted a public hearing on this matter on July 14<sup>th</sup> and then recommended approval subject to the following conditions:

1. A temporary public utility and drainage easement in the abandonment area shall be dedicated concurrently with the recording of the quitclaim deed. All legal instruments shall be subject to the final approval of the City Legal Department.

2. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
3. A quitclaim deed transferring the subject ROW shall be executed and recorded. Recording and recording fees will be the responsibility of the applicant.
4. Once final utility locations are determined with the final redesign of Mercury Park, new permanent public utility easement(s) shall be dedicated in the proper location(s) to meet the needs of the various utility companies with any obsolete easements being extinguished concurrently. Approval of this request includes approval of any future easement abandonments and dedications, as determined necessary by City Staff.

### **Council Priorities Served**

#### *Improve Economic Development*

The abandonment of the subject right-of-way will help facilitate the redevelopment of the Murfreesboro Housing Authority's Mercury Park apartment complex.

#### *Establish Strong City Brand*

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, relinquishing its rights to surplus right-of-way so that property owners can more fully enjoy and utilize their property.

### **Attachments:**

1. Staff comments from 07/14/2021 Planning Commission meeting
2. Memorandum from Staff summarizing feedback from various departments and utilities
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JULY 14, 2021  
PROJECT PLANNER: HOLLY SMYTH**

**Mandatory Referral and Right-of-Way Abandonment [2021-708] request by Huddleston-Steele Engineering, Inc. applicant on behalf of Murfreesboro Housing Authority to consider abandonment of the right-of-way of:**

- 5.a. Berry Place;**
- 5.b. Burns Court;**
- 5.c. Essex Court,**

In this mandatory referral, the Planning Commission is being asked to hold 3 separate public hearings with 3 separate actions recommending abandonment of approximately 1.33 acres in total within the rights-of-way of Berry Place, Burns Court, and Essex Court.

These streets are all located north of Mercury Boulevard between South Hancock Street and 1<sup>st</sup> Avenue and only provide access and utilities to the Murfreesboro Housing Authority (MHA) properties. The abandonment request is part of MHA's Mercury-Parkside Planned Unit Development (PUD) rezoning request, which has been submitted and is currently being reviewed by the Planning Staff. The physical removal of these streets will not be needed until the existing duplexes are demolished and the new infrastructure is constructed, which will be part of Phase II of the development anticipated to be several years away.

The rights-of-way (ROWs) are currently being used for vehicular access and on-street parking with underground City sewer, water, and stormwater lines, street lights, fire hydrants, above-ground power lines and landscaping. The report attachments include several maps and legal descriptions depicting the location of the ROWs for consideration of abandonment. It is anticipated that blanket public utility easements may need to be put in place within the abandonment areas if the recordation of such abandonments is carried out prior to new utility locations being determined and installed where necessary to serve the redevelopment.

The City's GIS does not show the segment of Berry Place west of South Bilbro Avenue as being dedicated as City right-of-way. However, it has been used similarly to a public ROW over the years and the remainder of Berry Place is public ROW. Because there is uncertainty as to whether the western segment is public ROW, it is being included in this request so that any interest that the City may have in it can be abandoned.

Staff has obtained comments from other City departments and utility providers regarding the impact of the proposed abandonments. Their responses are included in the attached memorandum from Planning staff. The report attachments include maps depicting the location of the ROWs within the context of the neighborhood and the built environment.

Based on the responses received, staff recommends the following conditions of approval be applicable to all three(3) street abandonments:

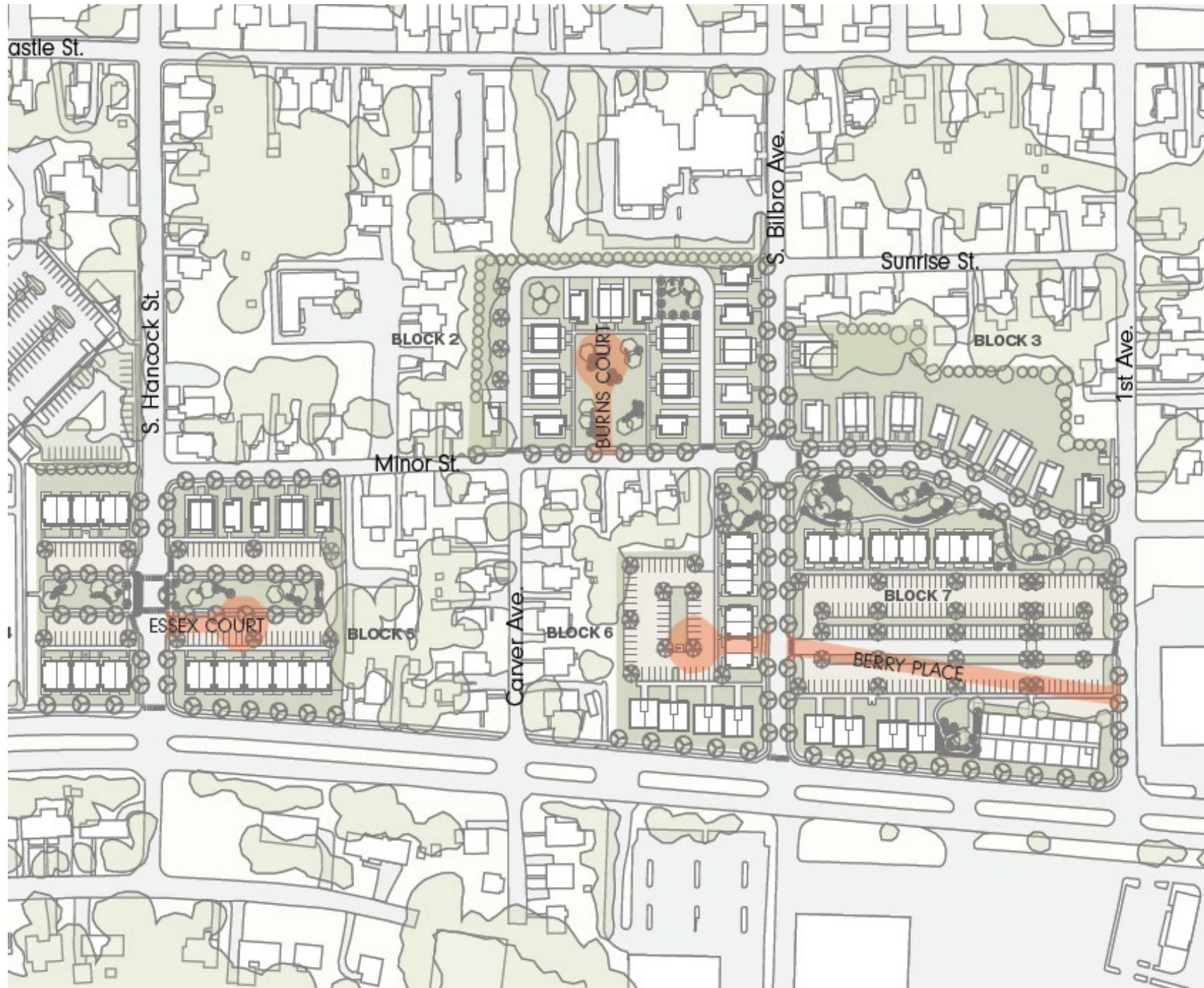
1. A temporary public utility and drainage easement in all of the abandonment areas shall be dedicated concurrently with the recording of the quitclaim deed subject to the final approval of the legal instruments by the City Legal Department.
2. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
3. A quitclaim deed transferring the subject ROW shall be executed and recorded. Recording and recording fees will be the responsibility of the applicant.
4. Once final utility locations are determined with the final redesign of the Mercury Park Masterplan area, new permanent public utility easement(s) shall be dedicated in the proper location(s) to meet the needs of the various utility companies with any obsolete easements being extinguished concurrently. Approval of this request includes approval of any future easement abandonments and dedications, as determined necessary by City Staff.

#### Action Needed

The Planning Commission will need to conduct 3 separate public hearings, one for each of these rights-of-way, and then formulate 3 separate recommendations to the City Council. Staff recommends that any approval be made subject to the conditions listed above.

- 1) Recommend that the City Council abandon Berry Place subject to the above 4 conditions.'
- 2) Recommend that the City Council abandon Burns Court subject to the above 4 conditions.
- 3) Recommend that the City Council abandon Essex Court subject to the above 4 conditions.

Murfreesboro Housing Authority's Mercury Park Masterplan Phase II - Highlighting streets to be abandoned under the proposed Masterplan layout



# Memorandum

**To:** Greg McKnight, Planning Director  
**From:** Holly Smyth, AICP Principal Planner  
**Date:** July 7, 2021  
**Re:** Abandonment of Berry Place, Burns Court, and Essex Court Rights-of-Way (ROW)

Following is a summary of the City department staff and utility provider comments regarding the requested ROW abandonments along a portion of Berry Place, Burns Court, and Essex Court.

## **Engineering & Streets Departments**

Any new public streets within the new Housing Authority plan will need to have ROW dedicated and any private roadways will need to be differentiated as private roadways.

The request to abandon right-of-way should be subject to submission and recording of a deed transferring the abandoned right-of-way. The deed should reserve easements for public utilities and drainage, as needed.

In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

## **Fire and Rescue Department**

MFRD does not object to the abandonment.

## **Police Department**

MPD does not object to this ROW abandonment.

## **Solid Waste Department**

The current collection includes garbage collection once a week, brush and on call bulk. The new Masterplan neighborhood incorporates dumpsters in some of the proposed parking lots which is not a service the City provides. The City only has curbside pickup using individual carts. The Housing Authority would have to acquire a private hauler for dumpster services. Otherwise Solid Waste does not object to the abandonment of the rights-of-way.

**Murfreesboro Water Resources Department (MWRD)****WATER MAINS**

Each street within the abandonment area has existing water mains within the right-of-way which vary in size and age. Any existing 2" galvanized water lines will require replacement. The larger water mains may remain if they are to remain within the roadway and /or right-of-way and still meet our specifications with regard to depth. This can better be determined during the design phase.

**SEWER MAINS**

There are also existing 8" clay sewer mains within the rights-of-way which vary in size and age. The clay sewer mains may require replacement if new connections to the existing main are required, if the new sewer service lengths cannot meet MWRD specifications (less than 150' per building) or if the existing mains will be between buildings and not within a roadway.

MWRD does not object to the abandonment of the rights-of-way, as long as the necessary easements are retained. The necessary easements and their locations will be determined during the design phase of the project.

**Consolidated Utility District (CUD)**

None of the ROW abandonments are within CUD's service area and therefore will not affect any CUD infrastructure.

**Middle Tennessee Electric Members Cooperative (MTE)**

No comments from MTE.

**AT&T**

In speaking with AT&T on the phone, AT&T has existing above-ground lines in all three of the right-of-way abandonment areas. AT&T wants notification 2 weeks prior to demolition so they can remove their lines. AT&T will require in ground conduits be made available to install new lines to the new redeveloped neighborhood with the developer responsible for the cost for AT&T to perform the relocation within a new utility easement or right-of-way.

**Atmos Energy**

Atmos Energy has no comments for the abandonment of the described ROW.

**Comcast**

Comcast does have facilities in all of the subject rights-of-way that serve current residents of the area as shown on a map provided by Comcast. The demolition and rebuilding of the existing housing will require the relocation of the Comcast facilities. The costs associated with the relocation will be required to be borne by the developer. Comcast needs a notice before demolition work begins by a minimum of 2 weeks. Additionally, Comcast easements to facilitate new main lines will be needed in conjunction with MHA's redevelopment of the area.

May 3, 2021

Mr. Greg McKnight, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

Re: Abandonment of Right-of-Ways  
Planned Mercury Court PUD  
Murfreesboro, TN

Dear Mr. McKnight:

At the request of our client, Murfreesboro Housing Authority, we hereby make a request to abandon the following existing Right-of-Ways with a mandatory referral by Planning Commission and City Council:

1. Berry Place from First Avenue to South Bilbro Avenue.
2. Berry Place cul-de-sac west of South Bilbro Avenue.
3. Burns Court cul-de-sac north of Minor Street.
4. Essex Court cul-de-sac east of Hancock Street.

Property descriptions and exhibits are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



William H. Huddleston IV, P.E., R.L.S.



# 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:

(SEE ATTACHED LIST OF 8 PARCELS)

Tax Map/Group/Parcel:

Address (if applicable): NOT APPLICABLE

Street Name (if abandonment of ROW): (SEE ATTACHED LIST OF 4 STREETS)

Type of Mandatory Referral: INCLUDING ABANDONMENT OF RIGHT-OF-WAYS

## Applicant Information:

Name of Applicant: THOMAS ROWE, EXECUTIVE DIRECTOR

Company Name (if applicable): MURFREESBORO HOUSING AUTHORITY

Street Address or PO Box: 415 N. MAPLE ST.

City: MURFREESBORO

State: TN

Zip Code: 37130

Email Address: trowe@mba-tn.org

Phone Number: 615-225-9477

## Required Attachments:

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

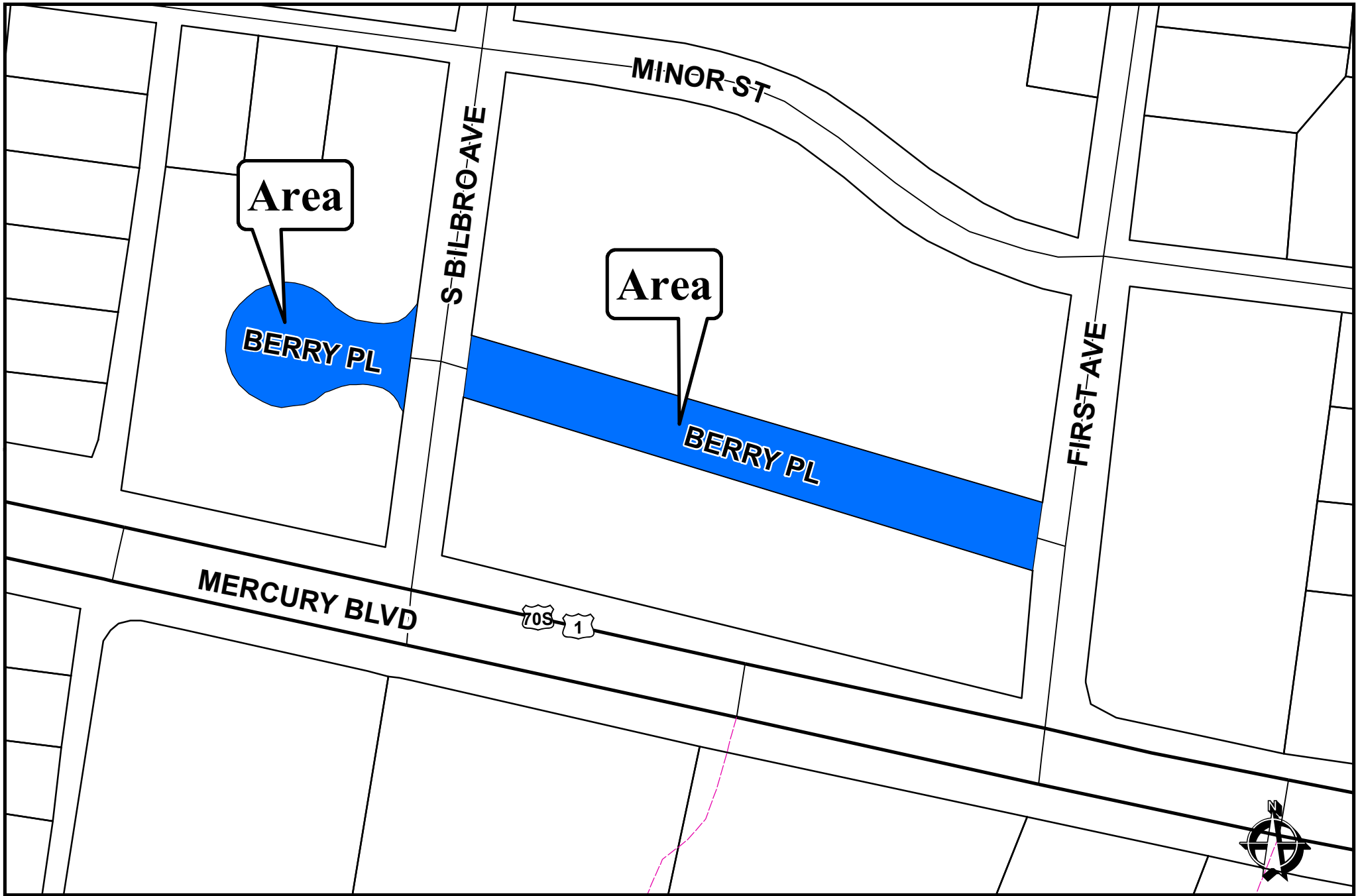
Applicant Signature

4/28/21

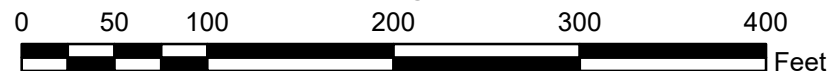
Date

1. Tax Map 120D, Group "H", Parcel 1.00
2. Tax Map 120D, Group "H", Parcel 2.00
3. Tax Map 120D, Group "H", Parcel 3.00
4. Tax Map 120D, Group "H", Parcel 8.00
5. Tax Map 120D, Group "G", Parcel 9.00
6. Tax Map 120D, Group "J", Parcel 22.00
7. Tax Map 103A, Group "N", Parcel 22.00
8. Tax Map 103A, Group "N", Parcel 23.00

1. Berry Place from First Avenue to South Bilbro Avenue.
2. Berry Place cul-de-sac west of South Bilbro Avenue.
3. Burns Court cul-de-sac north of Minor Street.
4. Essex Court cul-de-sac east of Hancock Street.



## Request to Abandon Right-of-Way Of Berry Place



Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## Request to Abandon Right-of-Way Of Berry Place



Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

Property Description  
Berry Place  
Right of Way to be Abandoned  
Murfreesboro Housing Authority  
To be a part of Tax Map 102D, Group "H", Part of Parcel 1.00  
Deed Book 129, Page 367

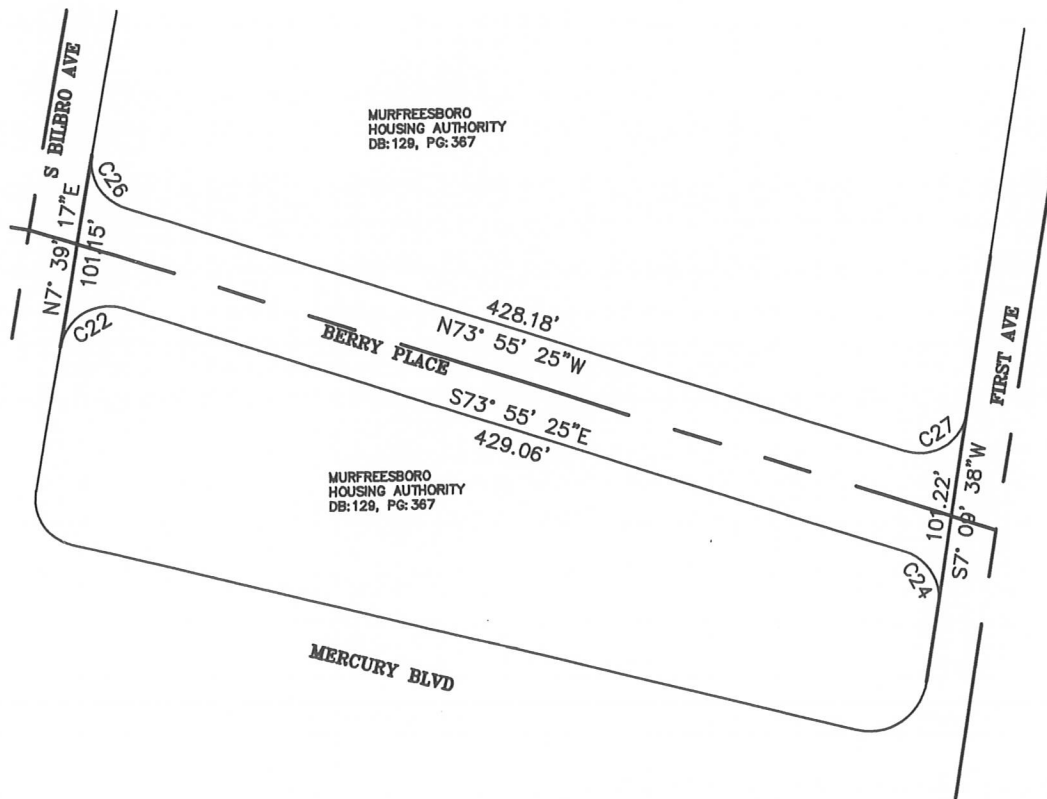
Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north and south by the remaining property of Murfreesboro Housing Authority (Record Book 129, Page 367); on the west by South Bilbro Avenue; and on the east by First Avenue.

**BEGINNING** at a point in the east right-of-way of South Bilbro Avenue; thence with the east right-of-way of South Bilbro Avenue, N07°39'17"E, 101.15 feet to a point, being a southwest corner of Murfreesboro Housing Authority (Deed Book 129, Page 367); thence along a south line of Murfreesboro Housing Authority with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of S33°05'56"E, 32.69 feet and an arc length of 35.63 feet to a point; thence continuing along said line, S73°55'25"E, 428.18 feet to a point; thence with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of N56°37'06"E, 38.00 feet and an arc length of 43.16 feet to a point in the west right-of-way of First Avenue, being a southeast corner of Murfreesboro Housing Authority; thence with the west right-of-way of First Avenue, S07°09'38"W, 101.22 feet to a point, being a northeast corner of Murfreesboro Housing Authority; thence along a north line of Murfreesboro Housing Authority with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of N33°22'54"W, 32.50 feet and an arc length of 35.38 feet to a point; thence N73°55'25"W, 429.06 to a point; thence with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of S56°50'14"W, 37.87 feet and an arc length of 42.97 feet to the point of Beginning in the east right-of-way of South Bilbro Avenue, containing 0.56 acres more or less.

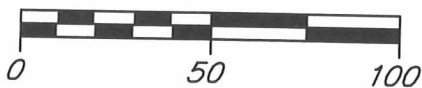
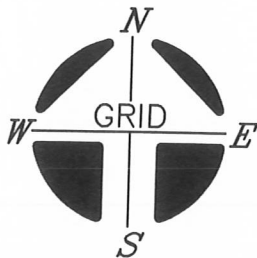
This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

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





CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C22	98°28'41"	25.00'	42.97'	37.87'	N56°50'14"E
C24	81°05'03"	25.00'	35.38'	32.50'	S33°22'54"E
C26	81°38'59"	25.00'	35.63'	32.69'	N33°05'56"W
C27	98°54'57"	25.00'	43.16'	38.00'	S56°37'06"W



**HS HUDDLESTON-STEELE**  
ENGINEERING, INC.

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

***EXHIBIT***  
***REQUESTED***  
***RIGHTS OF WAY ABANDONMENT***  
***MURFREESBORO HOUSING***  
***AUTHORITY***

***TAX MAP:102D GROUP: "H" PARCEL:1.00***  
***CITY OF MURFREESBORO***  
***SCALE: 1"=100'***  
***MAY, 2021***

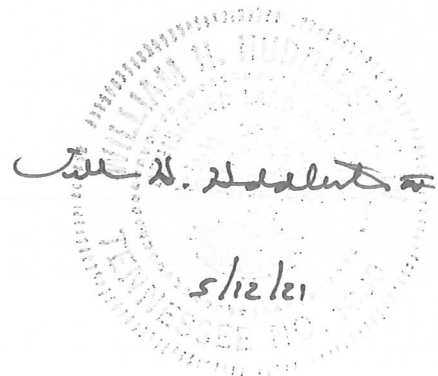
Property Description  
Berry Place  
Right of Way to be Abandoned  
Murfreesboro Housing Authority  
To be a part of Tax Map 102D, Group "H", Part of Parcel 3.00  
Deed Book 129, Page 367

Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north, south, and west by the remaining property of Murfreesboro Housing Authority (Record Book 129, Page 367); and on the east by South Bilbro Avenue.

**BEGINNING** at a point in the west right-of-way of South Bilbro Avenue; thence with the west right-of-way of South Bilbro Avenue, S07°39'51"W, 99.94 feet to a point; thence leaving the west right-of-way of South Bilbro into the property of Murfreesboro Housing Authority (Deed Book 129, Page 367), with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of N37°20'49"W, 35.32 feet and an arc length of 39.22 feet to a point; thence continuing into the property, N82°17'32"W, 9.23 feet to a point; thence with a curve to the left having a radius of 50.00 feet, a chord bearing and distance of S77°00'11"W, 35.36 feet and an arc length of 36.14 feet to a point; thence with a curve to the right having a radius of 50.00 feet, a chord bearing and distance of N07°42'28"E, 75.00 feet and an arc length of 229.35 feet to a point; thence with a curve to the left having a radius of 50.00 feet, a chord bearing and distance of S61°35'14"E, 35.36 feet and an arc length of 36.14 feet to a point; thence S82°17'32"E, 9.16 feet to a point; thence with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of N52°43'01"E, 35.35 feet and an arc length of 39.26 feet to the point of Beginning in the west right-of-way of South Bilbro Avenue, containing 0.25 acres more or less.

This tract is subject to all 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





# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Mandatory Referral for Right-of-Way Abandonment of Burns Court

**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 Burns Court right-of-way.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on July 14, 2021.

**Background Information**

In this mandatory referral [2021-708], Council is being asked to abandon the entire right-of-way (ROW) of Burns Court, which is located north of Minor Street and west of South Bilbro Avenue and only serves the Murfreesboro Housing Authority (MHA) property. The abandonment request is part of MHA's Mercury-Parkside Planned Unit Development (PUD) rezoning request, which is for the redevelopment of MHA's properties in this area and is currently being reviewed by the Planning Staff. The physical removal of this street will not be needed until the existing duplexes are demolished and the new infrastructure is constructed, which will be part of Phase II of the development, anticipated to be several years away. Temporary blanket public utility easements will need to be put in place within the abandonment area if the recordation of the abandonment is carried out prior to new utility locations being determined and installed. Once new utility locations are determined, then permanent utility easements can be recorded in their needed locations.

The Planning Commission conducted a public hearing on this matter on July 14<sup>th</sup> and then recommended approval subject to the following conditions:

1. A temporary public utility and drainage easement in the abandonment area shall be dedicated concurrently with the recording of the quitclaim deed. All legal instruments shall be subject to the final approval of the City Legal Department.
2. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
3. A quitclaim deed transferring the subject ROW shall be executed and recorded. Recording and recording fees will be the responsibility of the applicant.

4. Once final utility locations are determined with the final redesign of Mercury Park, new permanent public utility easement(s) shall be dedicated in the proper location(s) to meet the needs of the various utility companies with any obsolete easements being extinguished concurrently. Approval of this request includes approval of any future easement abandonments and dedications, as determined necessary by City Staff.

### **Council Priorities Served**

#### *Improve Economic Development*

The abandonment of the subject right-of-way will help facilitate the redevelopment of the Murfreesboro Housing Authority's Mercury Park apartment complex.

#### *Establish Strong City Brand*

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, relinquishing its rights to surplus right-of-way so that property owners can more fully enjoy and utilize their property.

### **Attachments:**

1. Staff comments from 07/14/2021 Planning Commission meeting
2. Memorandum from Staff summarizing feedback from various departments and utilities
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JULY 14, 2021  
PROJECT PLANNER: HOLLY SMYTH**

**Mandatory Referral and Right-of-Way Abandonment [2021-708] request by Huddleston-Steele Engineering, Inc. applicant on behalf of Murfreesboro Housing Authority to consider abandonment of the right-of-way of:**

- 5.a. Berry Place;**
- 5.b. Burns Court;**
- 5.c. Essex Court,**

In this mandatory referral, the Planning Commission is being asked to hold 3 separate public hearings with 3 separate actions recommending abandonment of approximately 1.33 acres in total within the rights-of-way of Berry Place, Burns Court, and Essex Court.

These streets are all located north of Mercury Boulevard between South Hancock Street and 1<sup>st</sup> Avenue and only provide access and utilities to the Murfreesboro Housing Authority (MHA) properties. The abandonment request is part of MHA's Mercury-Parkside Planned Unit Development (PUD) rezoning request, which has been submitted and is currently being reviewed by the Planning Staff. The physical removal of these streets will not be needed until the existing duplexes are demolished and the new infrastructure is constructed, which will be part of Phase II of the development anticipated to be several years away.

The rights-of-way (ROWs) are currently being used for vehicular access and on-street parking with underground City sewer, water, and stormwater lines, street lights, fire hydrants, above-ground power lines and landscaping. The report attachments include several maps and legal descriptions depicting the location of the ROWs for consideration of abandonment. It is anticipated that blanket public utility easements may need to be put in place within the abandonment areas if the recordation of such abandonments is carried out prior to new utility locations being determined and installed where necessary to serve the redevelopment.

The City's GIS does not show the segment of Berry Place west of South Bilbro Avenue as being dedicated as City right-of-way. However, it has been used similarly to a public ROW over the years and the remainder of Berry Place is public ROW. Because there is uncertainty as to whether the western segment is public ROW, it is being included in this request so that any interest that the City may have in it can be abandoned.

Staff has obtained comments from other City departments and utility providers regarding the impact of the proposed abandonments. Their responses are included in the attached memorandum from Planning staff. The report attachments include maps depicting the location of the ROWs within the context of the neighborhood and the built environment.

Based on the responses received, staff recommends the following conditions of approval be applicable to all three(3) street abandonments:

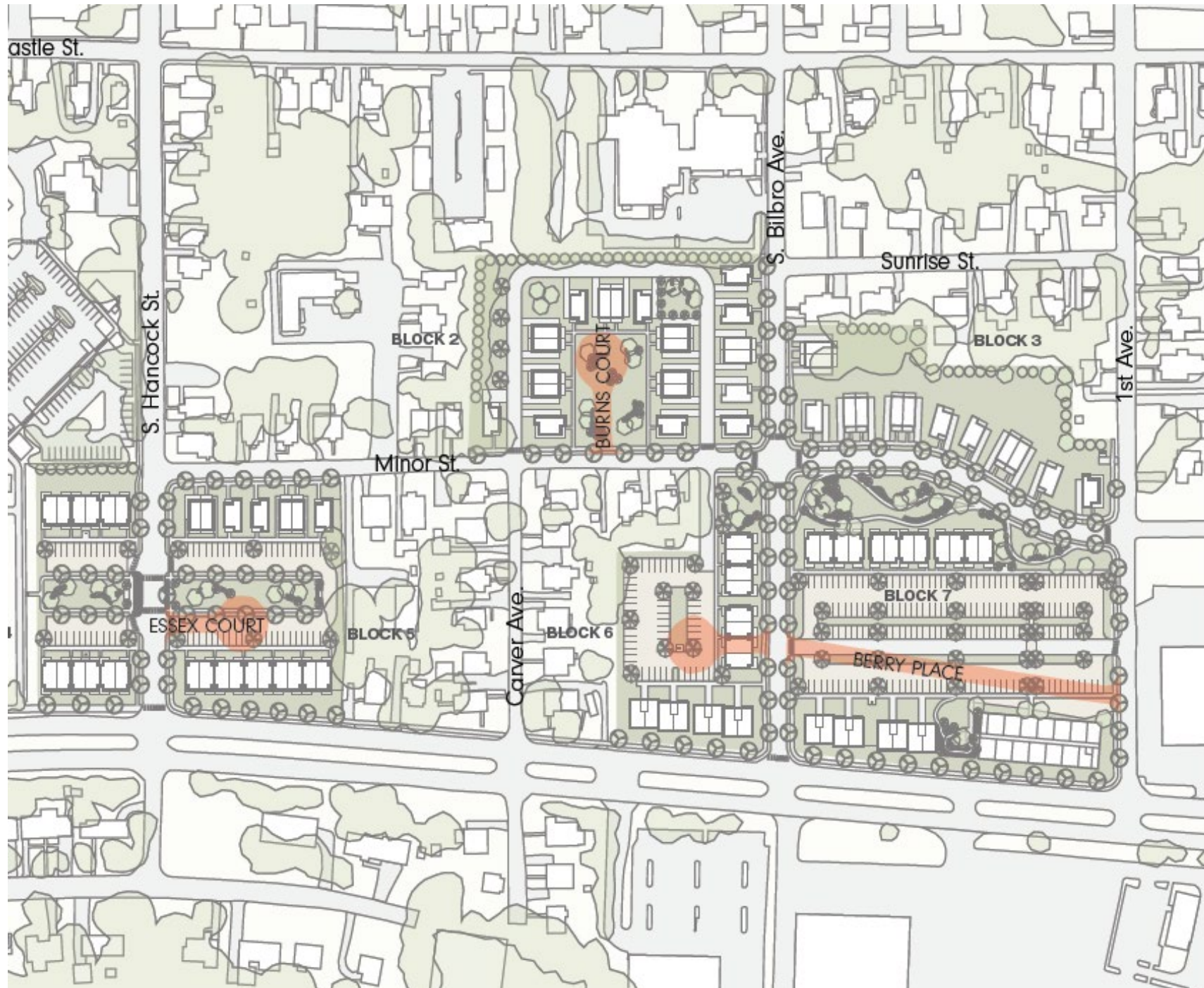
1. A temporary public utility and drainage easement in all of the abandonment areas shall be dedicated concurrently with the recording of the quitclaim deed subject to the final approval of the legal instruments by the City Legal Department.
2. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
3. A quitclaim deed transferring the subject ROW shall be executed and recorded. Recording and recording fees will be the responsibility of the applicant.
4. Once final utility locations are determined with the final redesign of the Mercury Park Masterplan area, new permanent public utility easement(s) shall be dedicated in the proper location(s) to meet the needs of the various utility companies with any obsolete easements being extinguished concurrently. Approval of this request includes approval of any future easement abandonments and dedications, as determined necessary by City Staff.

#### Action Needed

The Planning Commission will need to conduct 3 separate public hearings, one for each of these rights-of-way, and then formulate 3 separate recommendations to the City Council. Staff recommends that any approval be made subject to the conditions listed above.

- 1) Recommend that the City Council abandon Berry Place subject to the above 4 conditions.'
- 2) Recommend that the City Council abandon Burns Court subject to the above 4 conditions.
- 3) Recommend that the City Council abandon Essex Court subject to the above 4 conditions.

Murfreesboro Housing Authority's Mercury Park Masterplan Phase II - Highlighting streets to be abandoned under the proposed Masterplan layout



# Memorandum

**To:** Greg McKnight, Planning Director  
**From:** Holly Smyth, AICP Principal Planner  
**Date:** July 7, 2021  
**Re:** Abandonment of Berry Place, Burns Court, and Essex Court Rights-of-Way (ROW)

Following is a summary of the City department staff and utility provider comments regarding the requested ROW abandonments along a portion of Berry Place, Burns Court, and Essex Court.

## **Engineering & Streets Departments**

Any new public streets within the new Housing Authority plan will need to have ROW dedicated and any private roadways will need to be differentiated as private roadways.

The request to abandon right-of-way should be subject to submission and recording of a deed transferring the abandoned right-of-way. The deed should reserve easements for public utilities and drainage, as needed.

In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

## **Fire and Rescue Department**

MFRD does not object to the abandonment.

## **Police Department**

MPD does not object to this ROW abandonment.

## **Solid Waste Department**

The current collection includes garbage collection once a week, brush and on call bulk. The new Masterplan neighborhood incorporates dumpsters in some of the proposed parking lots which is not a service the City provides. The City only has curbside pickup using individual carts. The Housing Authority would have to acquire a private hauler for dumpster services. Otherwise Solid Waste does not object to the abandonment of the rights-of-way.

**Murfreesboro Water Resources Department (MWRD)****WATER MAINS**

Each street within the abandonment area has existing water mains within the right-of-way which vary in size and age. Any existing 2" galvanized water lines will require replacement. The larger water mains may remain if they are to remain within the roadway and /or right-of-way and still meet our specifications with regard to depth. This can better be determined during the design phase.

**SEWER MAINS**

There are also existing 8" clay sewer mains within the rights-of-way which vary in size and age. The clay sewer mains may require replacement if new connections to the existing main are required, if the new sewer service lengths cannot meet MWRD specifications (less than 150' per building) or if the existing mains will be between buildings and not within a roadway.

MWRD does not object to the abandonment of the rights-of-way, as long as the necessary easements are retained. The necessary easements and their locations will be determined during the design phase of the project.

**Consolidated Utility District (CUD)**

None of the ROW abandonments are within CUD's service area and therefore will not affect any CUD infrastructure.

**Middle Tennessee Electric Members Cooperative (MTE)**

No comments from MTE.

**AT&T**

In speaking with AT&T on the phone, AT&T has existing above-ground lines in all three of the right-of-way abandonment areas. AT&T wants notification 2 weeks prior to demolition so they can remove their lines. AT&T will require in ground conduits be made available to install new lines to the new redeveloped neighborhood with the developer responsible for the cost for AT&T to perform the relocation within a new utility easement or right-of-way.

**Atmos Energy**

Atmos Energy has no comments for the abandonment of the described ROW.

**Comcast**

Comcast does have facilities in all of the subject rights-of-way that serve current residents of the area as shown on a map provided by Comcast. The demolition and rebuilding of the existing housing will require the relocation of the Comcast facilities. The costs associated with the relocation will be required to be borne by the developer. Comcast needs a notice before demolition work begins by a minimum of 2 weeks. Additionally, Comcast easements to facilitate new main lines will be needed in conjunction with MHA's redevelopment of the area.

May 3, 2021

Mr. Greg McKnight, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

Re: Abandonment of Right-of-Ways  
Planned Mercury Court PUD  
Murfreesboro, TN

Dear Mr. McKnight:

At the request of our client, Murfreesboro Housing Authority, we hereby make a request to abandon the following existing Right-of-Ways with a mandatory referral by Planning Commission and City Council:

1. Berry Place from First Avenue to South Bilbro Avenue.
2. Berry Place cul-de-sac west of South Bilbro Avenue.
3. Burns Court cul-de-sac north of Minor Street.
4. Essex Court cul-de-sac east of Hancock Street.

Property descriptions and exhibits are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



William H. Huddleston IV, P.E., R.L.S.



# 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:

(SEE ATTACHED LIST OF 8 PARCELS)

Tax Map/Group/Parcel:

Address (if applicable): NOT APPLICABLE

Street Name (if abandonment of ROW): (SEE ATTACHED LIST OF 4 STREETS)

Type of Mandatory Referral: INCLUDING ABANDONMENT OF RIGHT-OF-WAYS

## Applicant Information:

Name of Applicant: THOMAS ROWE, EXECUTIVE DIRECTOR

Company Name (if applicable): MURFREESBORO HOUSING AUTHORITY

Street Address or PO Box: 415 N. MAPLE ST.

City: MURFREESBORO

State: TN

Zip Code: 37130

Email Address: trowe@mba-tn.org

Phone Number: 615-225-9477

## Required Attachments:

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

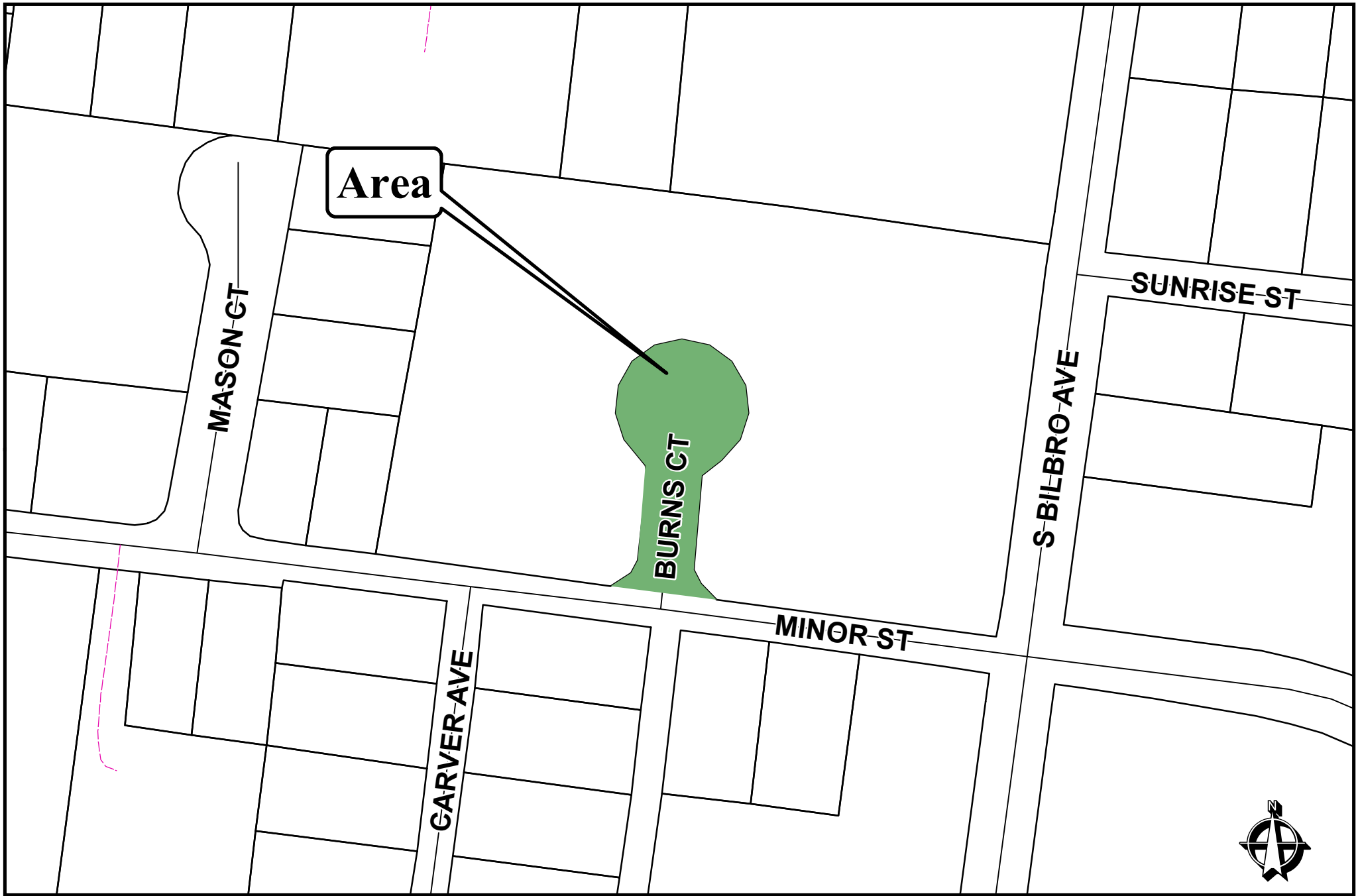
Applicant Signature

4/28/21

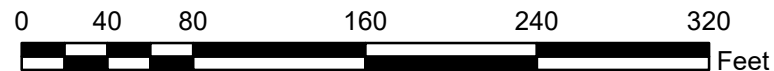
Date

1. Tax Map 120D, Group "H", Parcel 1.00
2. Tax Map 120D, Group "H", Parcel 2.00
3. Tax Map 120D, Group "H", Parcel 3.00
4. Tax Map 120D, Group "H", Parcel 8.00
5. Tax Map 120D, Group "G", Parcel 9.00
6. Tax Map 120D, Group "J", Parcel 22.00
7. Tax Map 103A, Group "N", Parcel 22.00
8. Tax Map 103A, Group "N", Parcel 23.00

1. Berry Place from First Avenue to South Bilbro Avenue.
2. Berry Place cul-de-sac west of South Bilbro Avenue.
3. Burns Court cul-de-sac north of Minor Street.
4. Essex Court cul-de-sac east of Hancock Street.



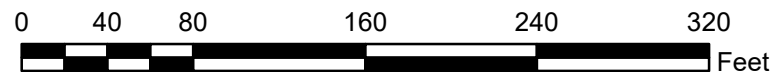
## Request to Abandon Right-of-Way Of Burns Court



Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## Request to Abandon Right-of-Way Of Burns Court



Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

Property Description  
Burns Court  
Right of Way to be Abandoned  
Murfreesboro Housing Authority  
To be a part of Tax Map 102D, Group "G", Part of Parcel 9.00  
Deed Book 150, Page 508

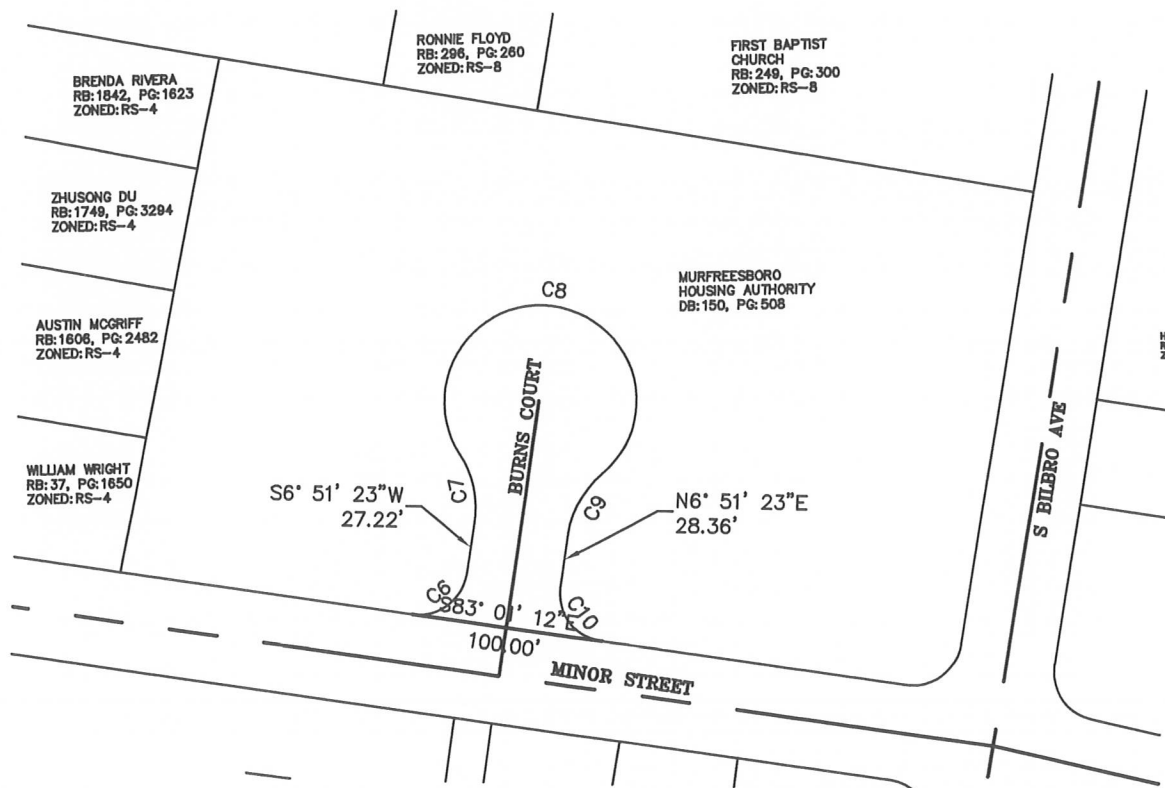
Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north, east, and west by the remaining property of Murfreesboro Housing Authority (Record Book 150, Page 508); and on the south by Minor Street.

**BEGINNING** at a point in the north right-of-way of Minor Street; thence with the north right-of-way of Minor Street, N83°01'12"W, 100.00 feet to a point; thence leaving the north right-of-way of Minor Street into the property of Murfreesboro Housing Authority (Deed Book 150, Page 508), with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of N51°55'05"E, 35.39 feet and an arc length of 39.32 feet to a point; thence continuing into the property, N06°51'23"E, 27.22 feet to a point; thence with a curve to the left having a radius of 50.00 feet, a chord bearing and distance of N14°01'29"W, 35.64 feet and an arc length of 36.44 feet to a point; thence with a curve to the right having a radius of 50.00 feet, a chord bearing and distance of S83°29'51"E, 75.00 feet and an arc length of 229.35 feet to a point; thence with a curve to the left having a radius of 50.00 feet, a chord bearing and distance of S27°23'01"W, 35.07 feet and an arc length of 35.83 feet to a point; thence S06°51'23"W, 28.36 feet to a point; thence with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of S38°04'55"E, 35.32 feet and an arc length of 39.22 feet to the point of Beginning in the north right-of-way of Minor Street, containing 0.27 acres more or less.

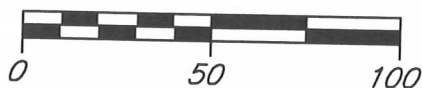
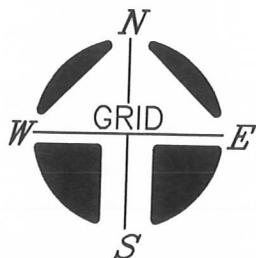
This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

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





CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C6	90°07'25"	25.00'	39.32'	35.39'	N51°55'05"E
C7	41°45'44"	50.00'	36.44'	35.64'	N14°01'29"W
C8	262°49'00"	50.00'	229.35'	75.00'	N83°29'51"W
C9	41°03'16"	50.00'	35.83'	35.07'	S27°23'01"W
C10	89°52'35"	25.00'	39.22'	35.32'	S38°04'55"E



***EXHIBIT***  
***REQUESTED***  
***RIGHTS OF WAY ABANDONMENT***  
***MURFREESBORO HOUSING***  
***AUTHORITY***

***TAX MAP: 102D GROUP: "G" PARCEL: 9.00***  
***CITY OF MURFREESBORO***  
***SCALE: 1"=100'***  
***MAY, 2021***

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Mandatory Referral for Right-of-Way Abandonment of Essex Court

**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"/>

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**Summary**

Consider request to abandon Essex Court right-of-way.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on July 14, 2021.

**Background Information**

In this mandatory referral [2021-708], Council is being asked to abandon the entire right-of-way (ROW) of Essex Court, which is located north of Mercury Boulevard and east of South Hancock Street and only serves the Murfreesboro Housing Authority (MHA) property. The abandonment request is part of MHA's Mercury-Parkside Planned Unit Development (PUD) rezoning request, which is for the redevelopment of MHA's properties in this area and is currently being reviewed by the Planning Staff. The physical removal of this street will not be needed until the existing duplexes are demolished and the new infrastructure is constructed, which will be part of Phase II of the development, anticipated to be several years away. Temporary blanket public utility easements will need to be put in place within the abandonment area if the recordation of the abandonment is carried out prior to new utility locations being determined and installed. Once new utility locations are determined, then permanent utility easements can be recorded in their needed locations.

The Planning Commission conducted a public hearing on this matter on July 14<sup>th</sup> and then recommended approval subject to the following conditions:

1. A temporary public utility and drainage easement in the abandonment area shall be dedicated concurrently with the recording of the quitclaim deed. All legal instruments shall be subject to the final approval of the City Legal Department.
2. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
3. A quitclaim deed transferring the subject ROW shall be executed and recorded. Recording and recording fees will be the responsibility of the applicant.

4. Once final utility locations are determined with the final redesign of Mercury Park, new permanent public utility easement(s) shall be dedicated in the proper location(s) to meet the needs of the various utility companies with any obsolete easements being extinguished concurrently. Approval of this request includes approval of any future easement abandonments and dedications, as determined necessary by City Staff.

### **Council Priorities Served**

#### *Improve Economic Development*

The abandonment of the subject right-of-way will help facilitate the redevelopment of the Murfreesboro Housing Authority's Mercury Park apartment complex.

#### *Establish Strong City Brand*

The abandonment of this right-of-way is consistent with the City's goals to be customer service-oriented, relinquishing its rights to surplus right-of-way so that property owners can more fully enjoy and utilize their property.

### **Attachments:**

1. Staff comments from 07/14/2021 Planning Commission meeting
2. Memorandum from Staff summarizing feedback from various departments and utilities
3. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JULY 14, 2021  
PROJECT PLANNER: HOLLY SMYTH**

**Mandatory Referral and Right-of-Way Abandonment [2021-708] request by Huddleston-Steele Engineering, Inc. applicant on behalf of Murfreesboro Housing Authority to consider abandonment of the right-of-way of:**

- 5.a. Berry Place;**
- 5.b. Burns Court;**
- 5.c. Essex Court,**

In this mandatory referral, the Planning Commission is being asked to hold 3 separate public hearings with 3 separate actions recommending abandonment of approximately 1.33 acres in total within the rights-of-way of Berry Place, Burns Court, and Essex Court.

These streets are all located north of Mercury Boulevard between South Hancock Street and 1<sup>st</sup> Avenue and only provide access and utilities to the Murfreesboro Housing Authority (MHA) properties. The abandonment request is part of MHA's Mercury-Parkside Planned Unit Development (PUD) rezoning request, which has been submitted and is currently being reviewed by the Planning Staff. The physical removal of these streets will not be needed until the existing duplexes are demolished and the new infrastructure is constructed, which will be part of Phase II of the development anticipated to be several years away.

The rights-of-way (ROWs) are currently being used for vehicular access and on-street parking with underground City sewer, water, and stormwater lines, street lights, fire hydrants, above-ground power lines and landscaping. The report attachments include several maps and legal descriptions depicting the location of the ROWs for consideration of abandonment. It is anticipated that blanket public utility easements may need to be put in place within the abandonment areas if the recordation of such abandonments is carried out prior to new utility locations being determined and installed where necessary to serve the redevelopment.

The City's GIS does not show the segment of Berry Place west of South Bilbro Avenue as being dedicated as City right-of-way. However, it has been used similarly to a public ROW over the years and the remainder of Berry Place is public ROW. Because there is uncertainty as to whether the western segment is public ROW, it is being included in this request so that any interest that the City may have in it can be abandoned.

Staff has obtained comments from other City departments and utility providers regarding the impact of the proposed abandonments. Their responses are included in the attached memorandum from Planning staff. The report attachments include maps depicting the location of the ROWs within the context of the neighborhood and the built environment.

Based on the responses received, staff recommends the following conditions of approval be applicable to all three(3) street abandonments:

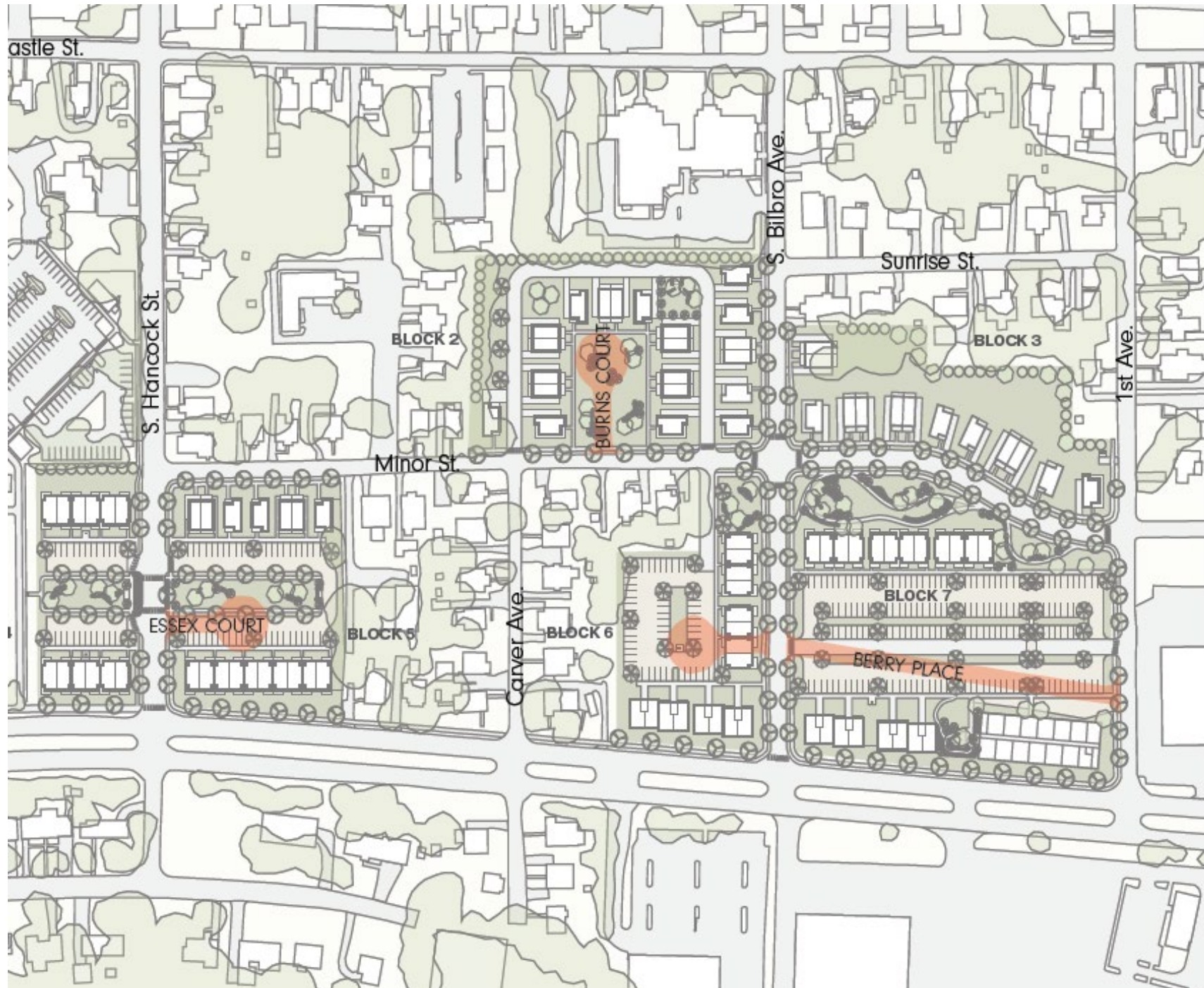
1. A temporary public utility and drainage easement in all of the abandonment areas shall be dedicated concurrently with the recording of the quitclaim deed subject to the final approval of the legal instruments by the City Legal Department.
2. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
3. A quitclaim deed transferring the subject ROW shall be executed and recorded. Recording and recording fees will be the responsibility of the applicant.
4. Once final utility locations are determined with the final redesign of the Mercury Park Masterplan area, new permanent public utility easement(s) shall be dedicated in the proper location(s) to meet the needs of the various utility companies with any obsolete easements being extinguished concurrently. Approval of this request includes approval of any future easement abandonments and dedications, as determined necessary by City Staff.

#### Action Needed

The Planning Commission will need to conduct 3 separate public hearings, one for each of these rights-of-way, and then formulate 3 separate recommendations to the City Council. Staff recommends that any approval be made subject to the conditions listed above.

- 1) Recommend that the City Council abandon Berry Place subject to the above 4 conditions.'
- 2) Recommend that the City Council abandon Burns Court subject to the above 4 conditions.
- 3) Recommend that the City Council abandon Essex Court subject to the above 4 conditions.

Murfreesboro Housing Authority's Mercury Park Masterplan Phase II - Highlighting streets to be abandoned under the proposed Masterplan layout



# Memorandum

**To:** Greg McKnight, Planning Director  
**From:** Holly Smyth, AICP Principal Planner  
**Date:** July 7, 2021  
**Re:** Abandonment of Berry Place, Burns Court, and Essex Court Rights-of-Way (ROW)

Following is a summary of the City department staff and utility provider comments regarding the requested ROW abandonments along a portion of Berry Place, Burns Court, and Essex Court.

## **Engineering & Streets Departments**

Any new public streets within the new Housing Authority plan will need to have ROW dedicated and any private roadways will need to be differentiated as private roadways.

The request to abandon right-of-way should be subject to submission and recording of a deed transferring the abandoned right-of-way. The deed should reserve easements for public utilities and drainage, as needed.

In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

## **Fire and Rescue Department**

MFRD does not object to the abandonment.

## **Police Department**

MPD does not object to this ROW abandonment.

## **Solid Waste Department**

The current collection includes garbage collection once a week, brush and on call bulk. The new Masterplan neighborhood incorporates dumpsters in some of the proposed parking lots which is not a service the City provides. The City only has curbside pickup using individual carts. The Housing Authority would have to acquire a private hauler for dumpster services. Otherwise Solid Waste does not object to the abandonment of the rights-of-way.

**Murfreesboro Water Resources Department (MWRD)****WATER MAINS**

Each street within the abandonment area has existing water mains within the right-of-way which vary in size and age. Any existing 2" galvanized water lines will require replacement. The larger water mains may remain if they are to remain within the roadway and /or right-of-way and still meet our specifications with regard to depth. This can better be determined during the design phase.

**SEWER MAINS**

There are also existing 8" clay sewer mains within the rights-of-way which vary in size and age. The clay sewer mains may require replacement if new connections to the existing main are required, if the new sewer service lengths cannot meet MWRD specifications (less than 150' per building) or if the existing mains will be between buildings and not within a roadway.

MWRD does not object to the abandonment of the rights-of-way, as long as the necessary easements are retained. The necessary easements and their locations will be determined during the design phase of the project.

**Consolidated Utility District (CUD)**

None of the ROW abandonments are within CUD's service area and therefore will not affect any CUD infrastructure.

**Middle Tennessee Electric Members Cooperative (MTE)**

No comments from MTE.

**AT&T**

In speaking with AT&T on the phone, AT&T has existing above-ground lines in all three of the right-of-way abandonment areas. AT&T wants notification 2 weeks prior to demolition so they can remove their lines. AT&T will require in ground conduits be made available to install new lines to the new redeveloped neighborhood with the developer responsible for the cost for AT&T to perform the relocation within a new utility easement or right-of-way.

**Atmos Energy**

Atmos Energy has no comments for the abandonment of the described ROW.

**Comcast**

Comcast does have facilities in all of the subject rights-of-way that serve current residents of the area as shown on a map provided by Comcast. The demolition and rebuilding of the existing housing will require the relocation of the Comcast facilities. The costs associated with the relocation will be required to be borne by the developer. Comcast needs a notice before demolition work begins by a minimum of 2 weeks. Additionally, Comcast easements to facilitate new main lines will be needed in conjunction with MHA's redevelopment of the area.

May 3, 2021

Mr. Greg McKnight, Planning Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130

Re: Abandonment of Right-of-Ways  
Planned Mercury Court PUD  
Murfreesboro, TN

Dear Mr. McKnight:

At the request of our client, Murfreesboro Housing Authority, we hereby make a request to abandon the following existing Right-of-Ways with a mandatory referral by Planning Commission and City Council:

1. Berry Place from First Avenue to South Bilbro Avenue.
2. Berry Place cul-de-sac west of South Bilbro Avenue.
3. Burns Court cul-de-sac north of Minor Street.
4. Essex Court cul-de-sac east of Hancock Street.

Property descriptions and exhibits are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



William H. Huddleston IV, P.E., R.L.S.



## 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:

(SEE ATTACHED LIST OF 8 PARCELS)

Tax Map/Group/Parcel:

Address (if applicable): NOT APPLICABLE

Street Name (if abandonment of ROW): (SEE ATTACHED LIST OF 4 STREETS)

Type of Mandatory Referral: INCLUDING ABANDONMENT OF RIGHT-OF-WAYS

### Applicant Information:

Name of Applicant: THOMAS ROWE, EXECUTIVE DIRECTOR

Company Name (if applicable): MURFREESBORO HOUSING AUTHORITY

Street Address or PO Box: 415 N. MAPLE ST.

City: MURFREESBORO

State: TN

Zip Code: 37130

Email Address: trowe@mba-tn.org

Phone Number: 615-225-9477

### Required Attachments:

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

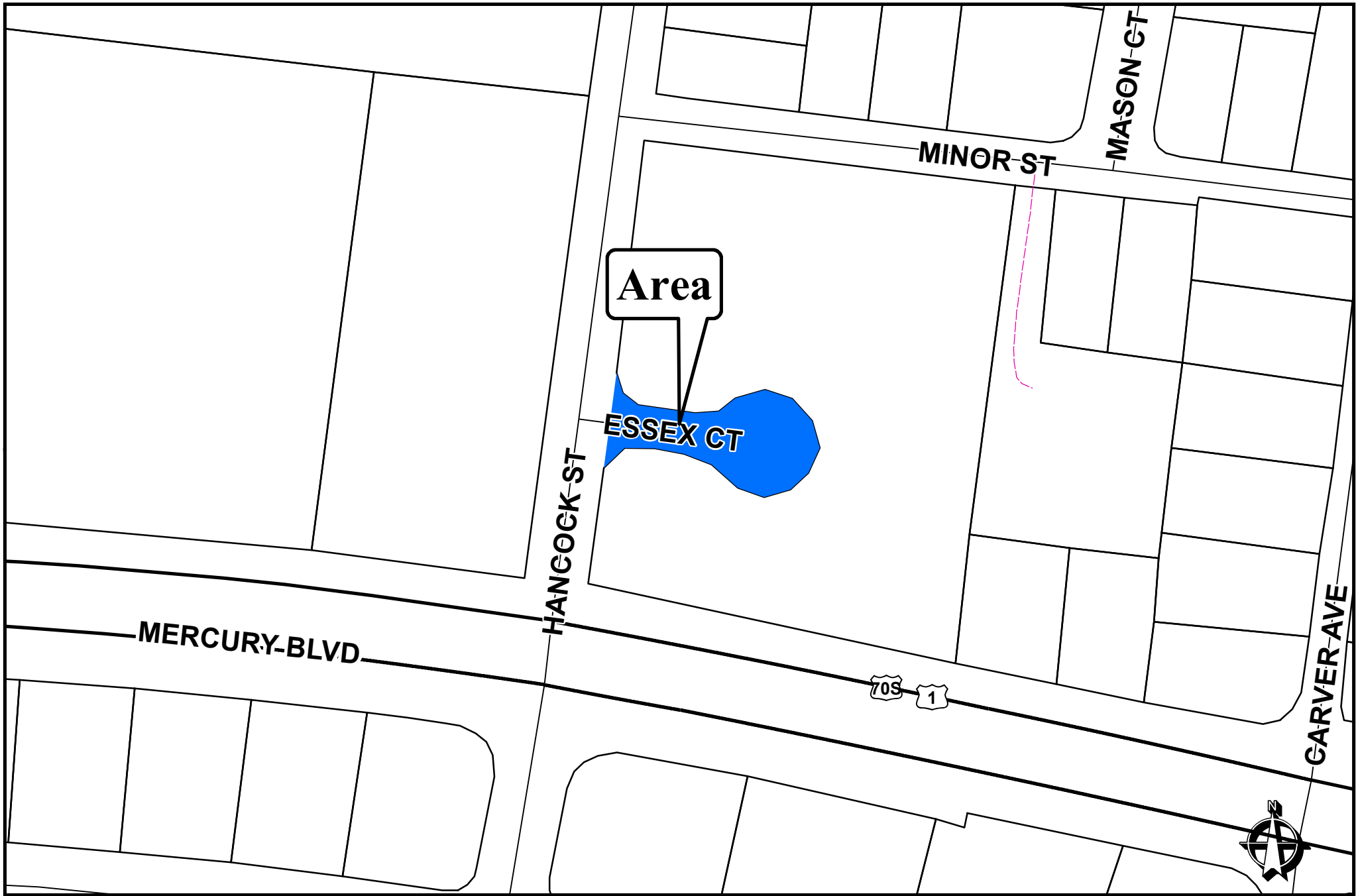
Applicant Signature

4/28/21

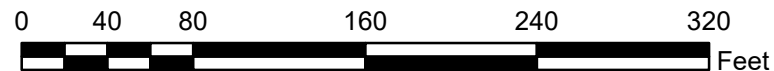
Date

1. Tax Map 120D, Group "H", Parcel 1.00
2. Tax Map 120D, Group "H", Parcel 2.00
3. Tax Map 120D, Group "H", Parcel 3.00
4. Tax Map 120D, Group "H", Parcel 8.00
5. Tax Map 120D, Group "G", Parcel 9.00
6. Tax Map 120D, Group "J", Parcel 22.00
7. Tax Map 103A, Group "N", Parcel 22.00
8. Tax Map 103A, Group "N", Parcel 23.00

1. Berry Place from First Avenue to South Bilbro Avenue.
2. Berry Place cul-de-sac west of South Bilbro Avenue.
3. Burns Court cul-de-sac north of Minor Street.
4. Essex Court cul-de-sac east of Hancock Street.



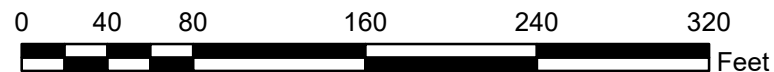
## Request to Abandon Right-of-Way Of Essex Court



Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## Request to Abandon Right-of-Way Of Essex Court



Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

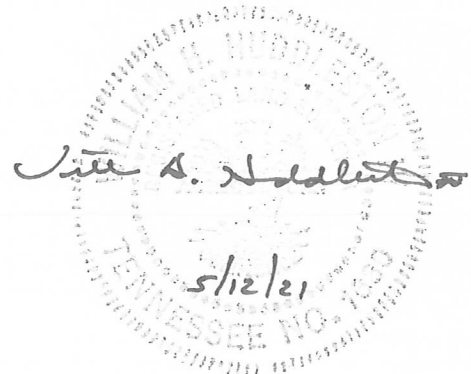
Property Description  
Essex Court  
Right of Way to be Abandoned  
Murfreesboro Housing Authority  
To be a part of Tax Map 102D, Group "H", Part of Parcel 8.00  
Deed Book 12, Page 294

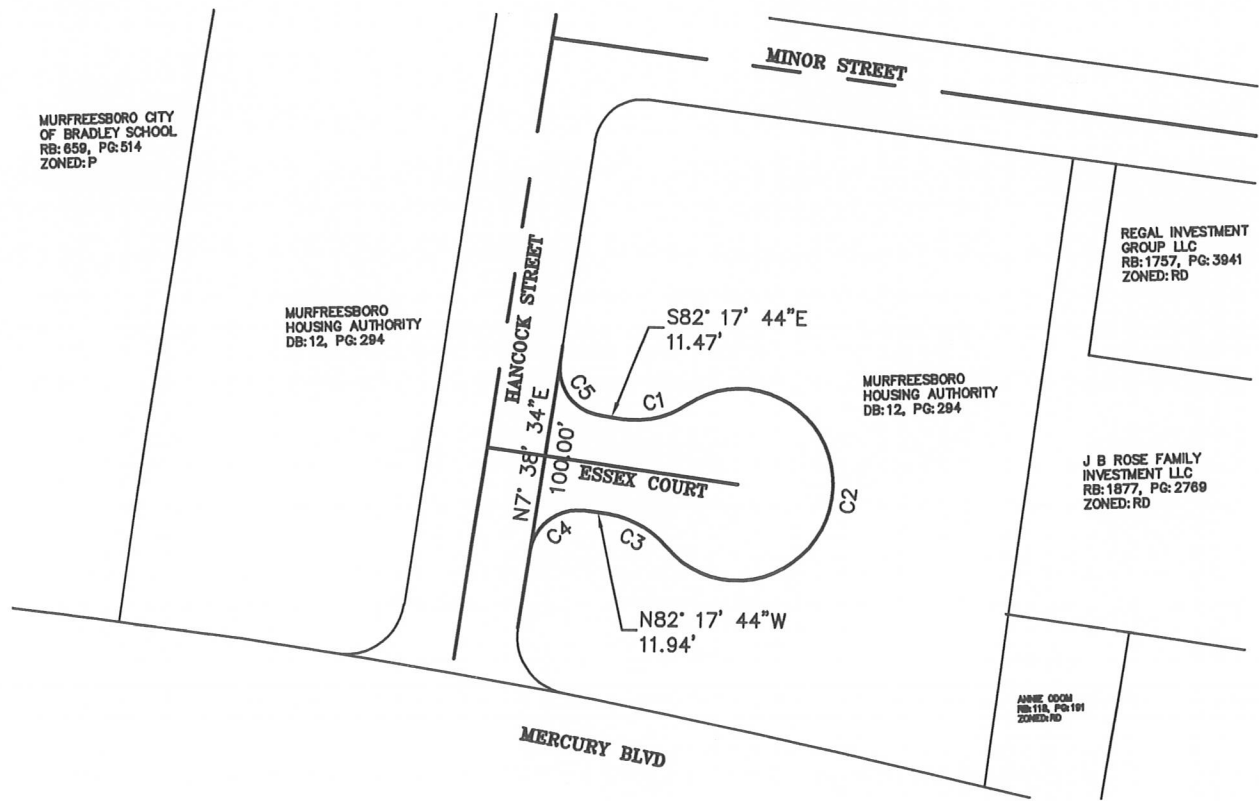
Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north, east, and south by the remaining property of Murfreesboro Housing Authority (Deed Book 12, Page 294); and on the west by Hancock Street.

**BEGINNING** at a point in the east right-of-way of Hancock Street; thence with the east right-of-way of Hancock Street, N07°38'34"E, 100.00 feet to a point; thence leaving the east right-of-way of Hancock Street into the property of Murfreesboro Housing Authority (Deed Book 12, Page 294), with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of S37°19'35"E, 35.34 feet and an arc length of 39.24 feet to a point; thence continuing into the property, S82°17'44"E, 11.47 feet to a point; thence with a curve to the left having a radius of 50.00 feet, a chord bearing and distance of N76°53'24"E, 35.53 feet and an arc length of 36.33 feet to a point; thence with a curve to the right having a radius of 50.00 feet, a chord bearing and distance of S07°29'06"W, 75.00 feet and an arc length of 229.35 feet to a point; thence with a curve to the left having a radius of 50.00 feet, a chord bearing and distance of N61°42'03"W, 35.18 feet and an arc length of 35.94 feet to a point; thence N82°17'44"W, 11.94 feet to a point; thence with a curve to the left having a radius of 25.00 feet, a chord bearing and distance of S52°40'25"W, 35.37 feet and an arc length of 39.30 feet to the point of Beginning in the east right-of-way of Hancock Street, containing 0.25 acres more or less.

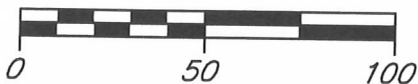
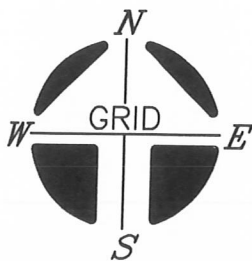
This tract is subject to all easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

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





CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C1	41°37'43"	50.00'	36.33'	35.53'	N76°53'24"E
C2	262°49'06"	50.00'	229.35'	75.00'	N7°29'06"E
C3	41°11'23"	50.00'	35.94'	35.18'	N61°42'03"W
C4	90°03'42"	25.00'	39.30'	35.37'	S52°40'25"W
C5	89°56'18"	25.00'	39.24'	35.34'	S37°19'35"E



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

***EXHIBIT***  
***REQUESTED***  
***RIGHTS OF WAY ABANDONMENT***  
***MURFREESBORO HOUSING***  
***AUTHORITY***

***TAX MAP: 102D GROUP: "H" PARCEL: 8.00***  
***CITY OF MURFREESBORO***  
***SCALE: 1"=100'***  
***MAY, 2021***

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Mandatory Referral for Utility Easement Abandonment on Old Fort Parkway

**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 utility easement at 1825 Old Fort Parkway for Lowe's.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval of this mandatory referral at its July 14, 2021 regular meeting.

**Background Information**

In this mandatory referral [2021-714], Council is being asked to abandon a 20' utility easement located along the easterly side of the Lowe's Home Improvement store at 1825 Old Fort Parkway. The easement, which was dedicated by plat, contains a water main installed in 1998 that serves the building. Lowe's intends to relocate a portion of the water line in order to build an addition on the east side of the building. Murfreesboro Water Resources (MWRD) requests that a new utility easement be recorded in place of this easement to accommodate the proposed water line relocation. In addition, MWRD has identified where other utility easements on the subject property do not match the actual water and sewer line locations and requests that any such discrepancies be corrected. Staff and the Planning Commission recommend that Council approve this request subject to the following conditions:

1. Abandonment of the easement shall be recorded simultaneously with or after the dedication of the new utility easement.
2. The applicant shall field-locate all existing water and sewer mains on-site and record new easements for any water and sewer mains that are not located within the existing recorded easements. The timing of the recording of these new easements shall be at the discretion of the Water Resources Department. In addition, all existing utility easements shall remain as is, with the exception of the easement requested for abandonment on the east side of the building.
3. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments.

4. The applicant shall be responsible for the recording of the legal instrument(s).

**Council Priorities Served***Establish Strong City Brand*

The abandonment and relocation of this easement is consistent with the City's goals to be customer service-oriented, so that property owners can more fully enjoy and utilize their property.

*Improve Economic Development*

The abandonment and relocation of this easement will help to facilitate a building addition to the Lowe's Home Improvement store, which will be used for tool and equipment rental.

**Attachments:**

1. Staff comments from 07/14/2021 Planning Commission meeting
2. Staff memo summarizing feedback from utilities and City departments
3. Letter from applicant
4. Miscellaneous exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JULY 14, 2021  
PROJECT PLANNER: HOLLY SMYTH**

- 6.c. Mandatory Referral [2021-714] to consider abandonment and relocation of a portion of a 20' utility easement at 1825 Old Fort Parkway, Buckel Design Group, LLC on behalf of Lowe's applicant.**



In this mandatory referral, the Planning Commission is being asked to make a recommendation to the City Council for the abandonment of a 20' utility easement located along the easterly side of the Lowe's Home Improvement store at 1825 Old Fort Parkway.

The easement contains a water main that serves the building. The easement was dedicated by plat for the water main installed with the Lowe's in 1998. Lowe's intends to relocate a portion of the water line in order to build a tool rental addition to the eastern side of the building. The Murfreesboro Water Resources Department requests that a new

utility easement be recorded in place of this easement to accommodate the proposed water line relocation. The new easement should be centered on the relocated water line. In addition, MWRD has identified where other utility easements on the subject property do not match the actual water and sewer locations, and requests that any such discrepancies be corrected at the same time as the subject easement. It is Staff's opinion that it would be appropriate for the applicant to make sure that all existing utilities on-site are located within recorded easements.

Staff has obtained comments from other City departments and utility providers regarding the impact of the proposed utility easement abandonment. Their responses are included in the attached memorandum from Planning staff. The report attachments include maps depicting the location of the easement in question.

Based on the responses received, staff recommends the following conditions of approval be applicable to the utility easement abandonment:

1. Abandonment of the easement shall be recorded simultaneously with or after the dedication the new utility easement.
2. The applicant shall field-locate all existing utilities on-site and record new easements for any utilities that are not located within the existing recorded easements.
3. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments.
4. The applicant shall be responsible for the recording of the legal instrument(s).

### **Action Needed**

The Planning Commission should discuss and then formulate a recommendation to the City Council regarding the abandonment of the 20' utility easement. Staff recommends that any approval be made subject to the above conditions.

### **Attachments:**

- Memorandum from Planning Staff regarding responses
- Applicant Request to Abandon easement letter, legal descriptions, and engineer map

# Memorandum

**To:** Greg McKnight, Planning Director  
**From:** Holly Smyth, AICP Principal Planner  
**Date:** July 8, 2021  
**Re:** Mandatory Referral 2021-714 : Abandonment and relocation of 20' utility easement along the easterly side of the Lowe's store at 1825 Old Fort Parkway

Following is a summary of the City department staff and utility provider comments regarding the requested utility easement abandonment.

## **Engineering & Streets Departments**

This is a utility easement and public infrastructure-engineering has no facility in this easement so therefore, has no comment on the abandonment of the easement.

## **Fire and Rescue Department**

MFRD does not object to the abandonment.

## **Police Department**

MPD does not object to the abandonment.

## **Solid Waste Department**

This abandonment will have no effect on the Solid Waste Department.

## **Murfreesboro Water Resources Department (MWRD)**

MWRD has no objection to the easement abandonment, so long as a new easement is dedicated for MWRD so that the relocated water main is centered on the easement. In addition, MWRD has indicated that elsewhere on-site its utilities are located outside of the recorded easements and requests that easements be recorded over the existing utility lines.

## **Consolidated Utility District (CUD)**

CUD has no facilities in this area.

## **Middle Tennessee Electric Members Cooperative (MTE)**

MTE does not object to the abandonment and has no comments or conditions.

### **AT&T**

In talking to ATT staff on the phone, there are no AT&T facilities along the easterly side of the Lowe's building within the proposed easement abandonment area.

However, should any recorded utility easement area change along the southside of the Lowe's property, above ground AT&T wires do exist in an east-westerly direction south of their existing building and would need to be retained. AT&T could relocate any potential lines in the new proposed utility easement. However, the developer will be responsible for the cost for AT&T to perform the relocation to the new utility easement.

### **Atmos Energy**

Atmos Energy has no facilities in this area and does not object to the abandonment.

### **Comcast**

Comcast has no facilities in this area and does not object to the abandonment.



## City of Murfreesboro Mandatory Referral Application

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

### Mandatory Referral Fees:

Mandatory Referral, <b>INCLUDING</b> abandonment of right-of-way.....	\$350.00
Mandatory Referral, <b>NOT INCLUDING</b> abandonment of right-of-way.....	\$150.00

### Property Information:

Tax Map/Group/Parcel: 092M / A / 00700

Address (if applicable): 1825 Old Fort Pkwy

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

Type of Mandatory Referral: Utility Easement Abandonment not including right-of-way

### Applicant Information:

Name of Applicant: Kelly Wagoner

Company Name (if applicable): Buckel Design Group, LLC

Street Address or PO Box: 3471 Donaville Street

City: Duluth

State: Georgia

Zip Code: 30096

Email Address: kelly.wagoner@bdgse.com

Phone Number: 404-567-5701 xt 103 or 770-500-4973 (mobile)

### Required Attachments:

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

Applicant Signature

6/18/21

Date

June 18, 2021

Matthew Blomeley  
City of Murfreesboro Planning Department  
111 West Vine Street  
Murfreesboro, TN 37130

RE: Lowe's Tool Rental  
Utility Easement Abandonment Request  
BDG Project No. 20-187

Mr. Blomeley,

On behalf of Lowe's Home Centers Inc., please allow this letter to request abandonment of a portion of a portion of an existing utility easement to allow for a proposed building expansion to the Lowe's Home Improvement Warehouse to add tool rental services for their customers. Plans for the expansion have been submitted to Planning for the complete scope of the project.

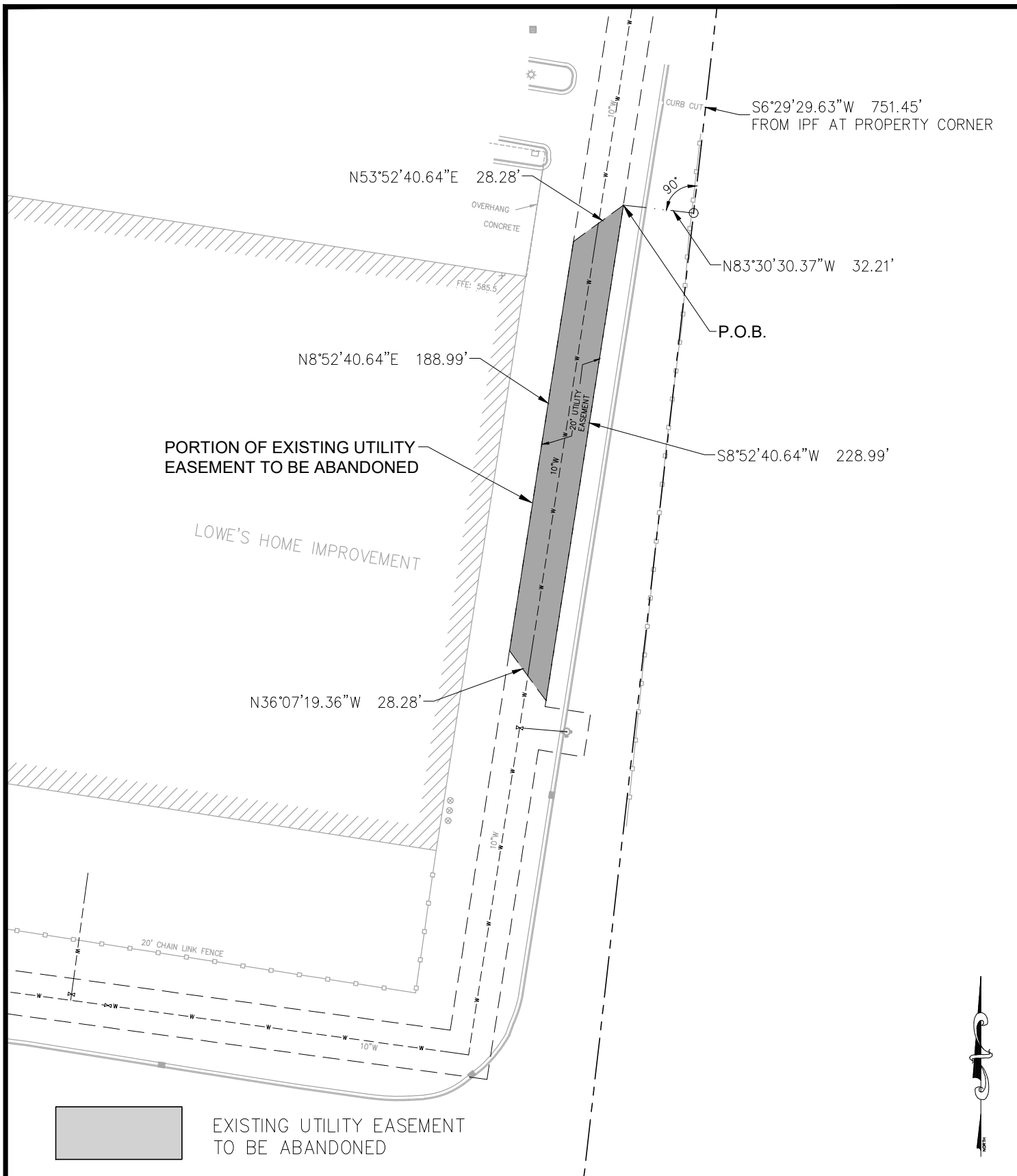
The existing 20 foot wide utility easement runs within the drive isle adjacent to the existing Lowe's building and is in conflict with the expansion area and appears to contain a 10 inch water main. A request has been submitted to the Murfreesboro Engineering Department separately showing relocation of approximately 210 LF of the water main to accommodate the expansion, along with dedication of new utility easement. Presumably, if any other utilities have interest in this easement, they may be placed within the relocated portion, similarly to existing conditions. Please find enclosed Exhibit A showing the limits of the easement to be abandoned, and Exhibit B that shows new utility easement proposed.

Should you have any questions relating to this request or require additional information, please feel free to contact me.

Best regards,



Kelly J. Wagoner, PE  
Principal / Sr. Project Manager



## EXHIBIT A

Drawn: SC	Date: 6/14/2021
Checked: KJW	Scale: 1"=60'
Job No.: 20-187	File: 20-187 MAIN.DWG

# BDG

Buckel Design Group, LLC.

3471 DONAVILLE ST  
 DULUTH, GA 30096  
 PHONE: 404-567-5701  
 FAX: 404-567-5703  
 WWW.BDGSE.COM



## Legal Description

A portion of land in the City of Murfreesboro, 13<sup>th</sup> Civil District of Rutherford County, Tennessee, being shown as Lot 7 on the Resubdivision Plat of Murfreesboro Towne Center, Lot 1 of Thomas W. Garrett Subdivision, and Lot 3 of the Resub of Lots 2& 3, Stones River Farms, recorded in Plat Book 21, Page 9, Register's Office for Rutherford County, Tennessee, and being more particularly described as follows:

Commencing at an existing iron pin in the southerly right of way of the South Frontage Road to State Highway 96 (Old Fort Parkway), said pin being the northeast corner of Lowe's Home Centers, Inc.; thence,

With the eastern property line of Lowe's Home Centers, Inc., S 06 degrees 29 minutes 29.63 seconds W, 751.45 feet to a point; thence,

Turn westward 90 degrees from the property line and bearing N 83 degrees 30 minutes, 30.37 seconds W, 32.21 feet to a point, said point being the Point of Beginning of the utility easement abandonment; thence,

S 08 degrees 52 minutes 40.64 seconds W, 228.99 feet to a point; thence,

N 36 degrees 07 minutes 19.36 seconds W, 28.28 feet to a point; thence,

N 08 degrees 52 minutes 40.64 seconds E, 188.99 feet to a point; thence,

N 53 degrees 52 minutes 40.64 seconds E, 28.28 feet to a point, said point being the point of beginning, and being 4,180 square feet, more or less. Also being part of the 20' utility easement shown on the plat of record in Plat Book 21, Page 9, Register's Office for Rutherford County, TN.

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

---

**Item Title:** Contract Extension with Nashville Communications, Inc. for Vehicle Communications Equipment Maintenance and Repair

**Department:** Police

**Presented by:** Chief Michael Bowen

**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**

One-year extension of the communication systems and electronic maintenance and repair services contract with Nashville Communications, Inc.

**Staff Recommendation**

Approve the First Amendment to the Contract with Nashville Communications, Inc.

**Background Information**

On March 19, 2020, Council approved the initial contract with Nashville Communications, Inc. This contract provides for the repair and maintenance of communication systems and electronic installation services for the Police Department vehicles. The current contract expired on June 30, 2021.

**Council Priorities Served**

*Responsible Budgeting*

By utilizing the current contract pricing, the department benefits from the competitive proposal pricing and avoids potential price increases.

**Fiscal Impact**

The cost of services will be funded from the FY22 operating budget.

**Attachments**

1. First Amendment to the Contract Between the City of Murfreesboro and Nashville Communications, Inc.
2. Contract Between the City of Murfreesboro and Nashville Communications Inc. for Communication Systems and Electronic Installation.

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
NASHVILLE COMMUNICATIONS INC.  
FOR  
COMMUNICATION SYSTEMS & ELECTRONIC INSTALLATION**

This First Amendment ("First Amendment") to the Contract entered March 19, 2020, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Nashville Communications Inc., a corporation of the State of Tennessee, ("Contractor") is effective as of this \_\_\_\_\_.

**RECITALS**

WHEREAS, on March 19, 2020, the City entered into a contract with Nashville Communications Inc. for communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in RFCSP-21-2020 for Category #2 and Category #3; and,

WHEREAS, the term of the contract between the City and Contractor is currently from March 19, 2020, to June 30, 2021; and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause B.2. of the current Contract and clause 1.3 of the RFCSP for an additional year;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from July 1, 2021 until June 30, 2022. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of \_\_\_\_\_, 2021.

**CITY OF MURFREESBORO**

**NASHVILLE COMMUNICATIONS INC.**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: Juan Padilla  
Juan Padilla, Vice President

Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

**CONTRACT  
BETWEEN  
THE CITY OF MURFREESBORO  
AND  
NASHVILLE COMMUNICATIONS INC.  
FOR  
COMMUNICATION SYSTEMS & ELECTRONIC INSTALLATION**

This Agreement is entered into and effective as of the 19th day of March 2020, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Nashville Communications Inc., a corporation ("Contractor") of the State of Tennessee.

This Agreement consists of the following documents:

- This document
- The Solicitation: RFCSP-21-2020 – Communication Systems & Electronic Equipment CSP
- Contractor's Proposal dated: 03/06/2020
- 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 - RFCSP-21-2020 – Communication Systems & Electronic Equipment CSP; and
- Lastly, Contractor's Proposal.

**A. SCOPE OF SERVICES:**

**SCOPE OF SYSTEMS:**

The City of Murfreesboro requires communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in the RFCSP-21-2020 for Category # 2 and Category #3 and all attachments thereto.

**B. CONTRACT TERM:**

**B.1. Contract Term.** This Contract shall be effective for the period commencing from the date of contract execution and ending on June 30, 2021. The City shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**B.2. Term Extension.** The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years. The City shall notify the Contractor in writing of its intention to extend this Contract prior to June 1 of each year (2022, 2023 and 2024). An extension of the term of this Contract will be affected through an amendment approved by the City Council. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City's maximum liability will also be affected through an amendment to the Contract and shall be based upon

rates provided for in the original contract. Rate increases shall not take effect until July 1 of the year that the rate increase takes effect.

**C. COST, PAYMENT TERMS, AND CONDITIONS:**

C.1. Maximum Liability. The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the City. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the City requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The City is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Service Rates. The Contractor shall be compensated pursuant to the rates set forth in the contractor's proposal. Submit invoices, in form and substance acceptable to the City with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Payment of Invoice. The payment of the invoice by the City shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the City, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. The City reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the City of Murfreesboro any amounts which are or shall become due and payable to the City of Murfreesboro by the Contractor.

C.8. Work Orders. Some Departments within the City may require written requests for services, instead of verbal requests, be presented before any work is to be performed. The Contractor shall ensure the respective written request (work order, purchase order, etc.) is completed in the manner as required by the respective City Departments before commencing any services.

**D. STANDARD TERMS AND CONDITIONS:**

D.1 Required Approvals. The City is not bound by this Contract until it is approved by the appropriate City officials in accordance with applicable City of Murfreesboro Code and Charter.

D.2 Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate City officials in accordance with applicable City of Murfreesboro Code and Charter.

D.3. Termination for Convenience. The City may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the City. The City shall give the Contractor at least thirty (30) days written notice before the effective termination date.

D.3.a. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service which has not been rendered.

D.3.b. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the City shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the City Manager. If such subcontracts are approved by the City, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the City of Murfreesboro whose duty it is to vote for, let out, overlook, or in any manner to superintend this contract or any work relative to this contract as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Non-Discrimination; Affirmative Action. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, disability, or veteran status 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 contract, Contractor certifies and warrants it will comply with this policy. 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 shall specifically acknowledge and agree as follows:

- a. **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.**
- b. **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.**
- c. **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.**

D.8. Records. The Contractor must maintain documentation for all charges against the City under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City, the Comptroller of the Treasury, or their duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

D.9. Monitoring. The Contractor's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.12. City Liability. The City shall have no liability except as specifically provided in this Contract.

D.13. 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. In the event of any such suit or claim, the Contractor shall give the City immediate notice thereof and shall provide all assistance required by the City in the City's defense. The City shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the City of Murfreesboro in any legal matter.
- c. 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.
- d. 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 (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) 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.

D.14. 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, epidemics, pandemics, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

D.15. City and Federal Compliance. The Contractor shall comply with all applicable City, State and Federal laws and regulations in the performance of this Contract.

D.16. Governing Law. 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.

D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. 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.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first-class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The City:  
Office of the City Manager  
City Hall  
City of Murfreesboro  
Attention: Craig Tindall, City Manager

111 West Vine Street  
Murfreesboro, Tennessee 37130  
Phone: (615) 849-2629

The Contractor:  
Juan Padilla  
Nashville Communications Inc.  
330 Plus Park Blvd  
Nashville, TN 37217

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile or electronic mail transmission is received by the telefax machine or computer at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile or electronic mail transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of City and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the City. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- I. The Contract document and its attachments
- II. All Clarifications and addenda made to the Contractor's Proposal
- III. The Request for Competitive Sealed Proposals and its associated amendments
- IV. Technical Specifications provided to the Contractor
- V. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of March 19, 2020 (the "Effective Date")

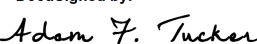
**CITY OF MURFREESBORO**

DocuSigned by:  
By:   
Shane McFarland, Mayor

**NASHVILLE COMMUNICATIONS:**

By:   
Juan Padilla, Vice President

Approved as to form:

DocuSigned by:  
  
Adam Tucker, City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Contract Extension with On-Duty Depot for Vehicle Equipment Installation

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

One-year extension of the communication systems and electronic installation services contract with On-Duty Depot, Inc.

**Staff Recommendation**

Approve the First Amendment to the Contract with On-Duty Depot, Inc.

**Background Information**

On March 19, 2020, Council approved the initial contract between the City and On-Duty Depot, Inc. This company provides initially installation of equipment for the Department's new vehicles. The current contract expired on June 30, 2021.

**Council Priorities Served**

*Responsible Budgeting*

By utilizing the current contract pricing, the Department benefits from the competitive proposal pricing and avoids a potential price increase.

**Fiscal Impact**

The cost of services under this contract is dependent on the number of vehicles serviced during the year. Estimated funding is provided by the Department's FY22 operating budget.

**Attachments**

1. First Amendment to the Contract with On-Duty Depot, Inc.
2. Contract with On-Duty Depot, Inc. for Communication Systems and Electronic Installation.

**FIRST AMENDMENT  
TO THE  
CONTRACT  
BETWEEN THE CITY OF MURFREESBORO  
AND  
ON-DUTY DEPOT, INC.  
FOR  
COMMUNICATION SYSTEMS & ELECTRONIC INSTALLATION**

This First Amendment ("First Amendment") to the Contract entered March 19, 2020, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and On-Duty Depot, Inc., a corporation of the State of Tennessee, ("Contractor") is effective as of this \_\_\_\_\_.

**RECITALS**

WHEREAS, on March 19, 2020, the City entered into a contract with Nashville Communications Inc. for communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in RFCSP-21-2020 for Category #1; and,

WHEREAS, the term of the contract between the City and Contractor is currently from March 19, 2020, to June 30, 2021; and,

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause B.2. of the current Contract and clause 1.3 of the RFCSP for an additional year;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from July 1, 2021 until June 30, 2022. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of \_\_\_\_\_, 2021.

**CITY OF MURFREESBORO**

**ON-DUTY DEPOT, INC.**

By: \_\_\_\_\_  
Shane McFarland, Mayor

DocuSigned by:  
By John Bradley  
John Bradley, Sales Manager

Approved as to form:

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

**CONTRACT  
BETWEEN  
THE CITY OF MURFREESBORO  
AND  
ON-DUTY DEPOT, INC.  
FOR  
COMMUNICATION SYSTEMS & ELECTRONIC INSTALLATION**

This Agreement is entered into and effective as of the 19th day of March 2020, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and On-Duty Depot, Inc., a corporation ("Contractor") of the State of Tennessee.

This Agreement consists of the following documents:

- This document
- The Solicitation: RFCSP-21-2020 – Communication Systems & Electronic Equipment CSP
- Contractor's Proposal dated: 03/04/2020
- 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 - RFCSP-21-2020 – Communication Systems & Electronic Equipment CSP; and
- Lastly, Contractor's Proposal.

**A. SCOPE OF SERVICES:**

**SCOPE OF SYSTEMS:**

The City of Murfreesboro requires communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in the RFCSP-21-2020 for Category # 1 and all attachments thereto.

**B. CONTRACT TERM:**

**B.1. Contract Term.** This Contract shall be effective for the period commencing from the date of contract execution and ending on June 30, 2021. The City shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**B.2. Term Extension.** The City reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of no more than five (5) years. The City shall notify the Contractor in writing of its intention to extend this Contract prior to June 1 of each year (2022, 2023 and 2024). An extension of the term of this Contract will be affected through an amendment approved by the City Council. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the City's maximum liability will also be affected through an amendment to the Contract and shall be based upon

rates provided for in the original contract. Rate increases shall not take effect until July 1 of the year that the rate increase takes effect.

**C. COST, PAYMENT TERMS, AND CONDITIONS:**

**C.1. Maximum Liability.** The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the City. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the City requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The City is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

**C.2. Compensation Firm.** The Service Rates under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

**C.3. Service Rates.** The Contractor shall be compensated pursuant to the rates set forth in the contractor's proposal. Submit invoices, in form and substance acceptable to the City with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

**C.4. Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

**C.5. Payment of Invoice.** The payment of the invoice by the City shall not prejudice the City's right to object to or question any invoice or matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

**C.6. Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the City, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

**C.7. Deductions.** The City reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the City of Murfreesboro any amounts which are or shall become due and payable to the City of Murfreesboro by the Contractor.

**C.8. Work Orders.** Some Departments within the City may require written requests for services, instead of verbal requests, be presented before any work is to be performed. The Contractor shall ensure the respective written request (work order, purchase order, etc.) is completed in the manner as required by the respective City Departments before commencing any services.

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Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

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- c. **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.**

**D.8. Records.** The Contractor must maintain documentation for all charges against the City under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City, the Comptroller of the Treasury, or their duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

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**D.10. Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

**D.11. Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the City, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

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D.13. 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. In the event of any such suit or claim, the Contractor shall give the City immediate notice thereof and shall provide all assistance required by the City in the City's defense. The City shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the City of Murfreesboro in any legal matter.
- c. 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.
- d. 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 (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) 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.

D.14. 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, epidemics, pandemics, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

D.15. City and Federal Compliance. The Contractor shall comply with all applicable City, State and Federal laws and regulations in the performance of this Contract.

D.16. Governing Law. 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.

D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. 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.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first-class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The City:  
Office of the City Manager  
City Hall  
City of Murfreesboro  
Attention: Craig Tindall, City Manager

111 West Vine Street  
Murfreesboro, Tennessee 37130  
Phone: (615) 849-2629

The Contractor:  
John Bradley, Sales Manager  
On-Duty Depot  
5201 Hickory Hollow Pkwy  
Nashville, TN 37013  
John Bradley, Sales Manager

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile or electronic mail transmission is received by the telefax machine or computer at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile or electronic mail transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of City and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the City. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- I. The Contract document and its attachments
- II. All Clarifications and addenda made to the Contractor's Proposal
- III. The Request for Competitive Sealed Proposals and its associated amendments
- IV. Technical Specifications provided to the Contractor
- V. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties enter into this agreement as of March 19, 2020 (the "Effective Date") CITY OF

MURFREESBORO

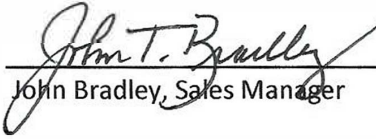
DocuSigned by:

By:

  
Shane McFarland, Mayor

ON-DUTY DEPOT, INC.:

By:

  
John Bradley, Sales Manager

Approved as to form:

DocuSigned by:

  
Adam F. Tucker

Adam F. Tucker, City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** 2021 Edward Byrne Memorial Justice Assistance Grant  
Application (JAG) Program and MOU with Rutherford County  
Sheriff's Office

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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## Summary

Memorandum of Understanding between the City and the Rutherford County Sheriff's Office for submission of the 2021 JAG Program.

## Staff Recommendation

Approve the application for the 2021 JAG Program and the MOU with the RCSO for sharing of grant funds.

## Background Information

The Department has been informed by the Justice Department that RCSO and the City are eligible to receive a joint award of \$61,903 from the 2021 JAG Program. The City and RCSO will share the grant proceeds equally.

The City's grant allocation of \$30,952 will be used to purchase tasers and related supplies. RCSO has agreed that the City would serve as the Fiscal Agent. The Mayor, City Manager, or the official Program Contact designated by the Mayor or City Manager may apply for this funding. The deadline for submission of the application is August 9, 2021 and must be completed online.

Jenny Licsko, Finance Manager, MPD has been designated as a Financial Point of Contact (Program Contact) for the Edward Byrne Memorial Justice Assistance Grant monies and is an appropriate person to serve as the Local Grant Administrator and to represent the County and City.

## Council Priorities Served

### *Safe and Livable Neighborhoods*

Equipment purchased by the JAG will enhance public safety. Specifically, tasers are a critical law enforcement tool that allows the officers to have a non-lethal use of force option when encountering situations in the field.

**Fiscal Impacts**

Total federal award is \$61,903 with \$31,952 allocated to the City. No matching funds are required.

**Attachments:**

1. Tennessee Local JAG Allocations
2. MOU between the City and RCSO

## 2021 Tennessee Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2021 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

### Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	ANDERSON COUNTY	County	*	
TN	OAK RIDGE CITY	Municipal	\$10,112	\$10,112
TN	BEDFORD COUNTY	County	*	
TN	SHELBYVILLE CITY	Municipal	\$11,875	\$11,875
TN	BRADLEY COUNTY	County	\$14,403	
TN	CLEVELAND CITY	Municipal	\$29,363	\$43,766
TN	DYER COUNTY	County	*	
TN	DYERSBURG CITY	Municipal	\$13,151	\$13,151
TN	HAMBLEN COUNTY	County	*	
TN	MORRISTOWN CITY	Municipal	\$16,885	\$16,885
TN	HAMILTON COUNTY	County	\$18,740	
TN	CHATTANOOGA CITY	Municipal	\$133,385	\$152,125
TN	KNOX COUNTY	County	\$46,595	
TN	KNOXVILLE CITY	Municipal	\$102,932	\$149,527
TN	MADISON COUNTY	County	*	
TN	JACKSON CITY	Municipal	\$45,876	\$45,876
TN	MAURY COUNTY	County	\$11,086	
TN	COLUMBIA CITY	Municipal	\$18,184	\$29,270
TN	MONTGOMERY COUNTY	County	*	
TN	CLARKSVILLE CITY	Municipal	\$69,255	\$69,255
TN	RUTHERFORD COUNTY	County	\$15,540	
TN	MURFREESBORO CITY	Municipal	\$46,363	\$61,903
TN	SHELBY COUNTY	County	\$43,395	
TN	MEMPHIS CITY	Municipal	\$888,351	\$931,746
TN	WILSON COUNTY	County	*	

TN	LEBANON CITY	Municipal	\$13,127	\$13,127
TN	BARTLETT CITY	Municipal	\$14,333	
TN	BLOUNT COUNTY	County	\$26,162	
TN	GREENE COUNTY	County	\$11,782	
TN	JOHNSON CITY	Municipal	\$19,250	
TN	KINGSPORT CITY	Municipal	\$25,907	
TN	LA VERGNE CITY	Municipal	\$11,713	
TN	MONROE COUNTY	County	\$13,452	
TN	NASHVILLE AND DAVIDSON COUNTY METROPOLITAN GOVERNMENT	Municipal	\$530,779	
TN	SEVIER COUNTY	County	\$12,872	
TN	SMYRNA TOWN	Municipal	\$12,919	
TN	SULLIVAN COUNTY	County	\$19,761	
TN	WASHINGTON COUNTY	County	\$12,849	
	Local total		\$2,260,397	

THE STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MURFREESBORO, TENNESSEE  
AND COUNTY OF RUTHERFORD, TENNESSEE**

**2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY of RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnessed:

**WHEREAS**, to receive the award the program requires that this application be filed jointly between COUNTY and CITY, and an Interlocal Agreement be executed between the two entities agreeing upon the amount of funds each is to receive, and which agency will file the application on behalf of both entities; and

**WHEREAS**, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving \$30,952.00 and Rutherford County receiving \$30,951.00; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

**Section 1.**

CITY agrees to draw from grant and pay COUNTY a total of \$30,951.00 of JAG funds, as reimbursement for purchases within grant guidelines.

COUNTY agrees CITY shall retain a total of \$30,952.00 of JAG funds to spend within grant guidelines.

**Section 2.**

COUNTY agrees to use \$30,951.00 for the 2021 Law Enforcement Equipment Purchase Program from October 1, 2021 until September 30, 2025.

CITY agrees to use \$30,952.00 for the 2021 Law Enforcement Equipment Purchase Program from October 1, 2021 until September 30, 2025.

Section 3.

CITY and COUNTY acknowledge that each has reviewed the Standard Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug Free Workplace Requirements attached as Exhibits A hereto and shall separately comply with those requirements. Although COUNTY will be a grant sub-recipient of CITY, CITY shall have no right to monitor or enforce COUNTY's compliance with the Assurances or Certifications. Should the Department of Justice hold CITY financially liable for any violation of said Assurances or Certifications by COUNTY, COUNTY shall indemnify CITY to the extent of such liability.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.


CITY OF MURFREESBORO, TENNESSEE

COUNTY OF RUTHERFORD, TENNESSEE

\_\_\_\_\_  
City Mayor


\_\_\_\_\_  
County Mayor

  
\_\_\_\_\_  
Chief of Police

  
\_\_\_\_\_  
Sherriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
County Attorney

ATTEST:

\_\_\_\_\_  
City Recorder

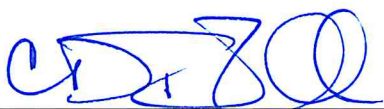
**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of  
Local Government

Craig Tindall

Printed Name of Chief Executive

Murfreesboro Police Department

Name of Applicant Unit of Local Government

7.21.21

Date of Certification

City Manager

Title of Chief Executive

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Asphalt and Concrete Purchase Report

**Department:** Street

**Presented by:** Raymond Hillis

**Requested Council Action:**

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

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**Summary**

Report of asphalt and concrete purchases.

**Background Information**

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

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

**Council Priorities Served**

*Responsible budgeting*

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

*Maintain public safety*

Maintaining the functionality and safe drivability of roadways focuses on public safety and customer service.

**Fiscal Impacts**

Purchases are within the FY21 Budget. Asphalt purchases are budgeted at \$55,000 and concrete purchases are budgeted at \$25,000 for FY21.

**Attachments**

Asphalt and Concrete Purchases Report

# STREET DEPARTMENT ASPHALT PURCHASES FY 21

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/17/2020	Hawkins	307A 64/22	\$ 55.38	1.16	\$ 64.24	\$ 64.24
7/21/2020	Hawkins	Fine Binder Mix	\$ 61.57	2.15	\$ 132.38	\$ 196.62
7/22/2020	Hawkins	411E Mix	\$ 64.45	0.98	\$ 63.16	\$ 259.78
7/23/2020	Hawkins	411E Mix	\$ 64.45	1.39	\$ 89.59	\$ 349.37
9/4/2020	Hawkins	411E 64/22	\$ 64.19	0.91	\$ 58.41	\$ 407.78
10/20/2020	Hawkins	411E 64/22	\$ 64.04	13.00	\$ 832.52	\$ 1,240.30
10/27/2020	Hawkins	Fine Binder Mix	\$ 61.20	8.95	\$ 547.74	\$ 1,788.04
11/2/2020	Hawkins	411E 64/22	\$ 63.85	17.96	\$ 1,146.75	\$ 2,934.79
11/12/2020	Hawkins	307BM 64/22	\$ 59.48	1.00	\$ 59.48	\$ 2,994.27
12/21/2020	Hawkins	411E 64/22	\$ 63.56	2.13	\$ 135.38	\$ 3,129.65
1/6/2021	Hawkins	Binder Mix 64-22	\$ 59.42	10.07	\$ 598.36	\$ 3,728.01
2/4/2021	Hawkins	411E 64/22	\$ 62.00	14.10	\$ 874.20	\$ 4,602.21
2/23/2021	Hawkins	44D 70/22	\$ 67.00	21.30	\$ 1,427.10	\$ 6,029.31
2/24/2021	Hawkins	411E 64/22	\$ 62.00	21.12	\$ 1,309.44	\$ 7,338.75
3/3/2021	Hawkins	411E 64/22	\$ 62.50	20.95	\$ 1,309.38	\$ 8,648.13
3/4/2021	Hawkins	411E 64/22	\$ 62.50	3.02	\$ 188.75	\$ 8,836.88
5/21/2021	Hawkins	307-CS 64-22	\$ 67.00	1.98	\$ 132.66	\$ 8,969.54

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/31/2020	Blue Water	E Mix 64-22	\$ 78.00	2.03	\$ 158.34	\$ 158.34
8/14/2020	Blue Water	E Mix 64-22RP	\$ 75.00	7.27	\$ 545.25	\$ 703.59
8/18/2020	Blue Water	E Mix 64-22RP	\$ 75.00	2.22	\$ 166.50	\$ 870.09
8/21/2020	Blue Water	E Mix 64-22	\$ 78.00	18.21	\$ 1,420.38	\$ 2,290.47
8/25/2020	Blue Water	D 64-22RP	\$ 83.00	5.16	\$ 428.28	\$ 2,718.75
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	8.28	\$ 645.84	\$ 3,364.59
8/26/2020	Blue Water	E Mix 64-22	\$ 78.00	5.19	\$ 404.82	\$ 3,769.41
9/3/2020	Blue Water	E Mix 64-22	\$ 78.00	7.74	\$ 603.72	\$ 4,373.13
10/16/2020	Blue Water	E Mix 64-22	\$ 78.00	7.19	\$ 560.82	\$ 4,933.95
11/18/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	5.09	\$ 330.85	\$ 5,264.80
11/23/2020	Blue Water	BM Mix 64-22RP	\$ 65.00	3.63	\$ 235.95	\$ 5,500.75
11/24/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.26	\$ 169.50	\$ 5,670.25
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	2.58	\$ 193.50	\$ 5,863.75
11/25/2020	Blue Water	E Mix 64-22 RP	\$ 75.00	13.43	\$ 1,007.25	\$ 6,871.00
12/14/2020	Blue Water	E Mix 64-22	\$ 78.00	7.03	\$ 548.34	\$ 7,419.34
3/29/2021	Blue Water	E Mix 64-22	\$ 68.50	22.44	\$ 1,537.14	\$ 8,956.48
3/29/2021	Blue Water	E Mix 64-22	\$ 68.50	18.31	\$ 1,254.24	\$ 10,210.72
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	17.05	\$ 1,167.93	\$ 11,378.65
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	22.44	\$ 1,537.14	\$ 12,915.79
3/30/2021	Blue Water	E Mix 64-22	\$ 68.50	18.31	\$ 1,254.24	\$ 14,170.03
3/31/2021	Blue Water	E Mix 64-22	\$ 68.50	17.05	\$ 1,167.93	\$ 15,337.96
5/7/2021	Blue Water	E Mix 64-22	\$ 68.50	2.45	\$ 167.83	\$ 15,505.79
5/21/2021	Blue Water	E Mix 64-22	\$ 68.50	4.45	\$ 304.83	\$ 15,810.62
5/24/2021	Blue Water	E Mix 64-22	\$ 68.50	2.44	\$ 167.14	\$ 15,977.76
5/26/2021	Blue Water	E Mix 64-22	\$ 68.50	3.25	\$ 222.63	\$ 16,200.39

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/7/2020	Vulcan	411E PG 64-22	\$ 65.30	2.00	\$ 130.60	\$ 130.60
7/13/2020	Vulcan	411E PG 64-22	\$ 65.30	1.23	\$ 80.32	\$ 210.92
7/14/2020	Vulcan	411E PG 64-22	\$ 65.30	1.54	\$ 100.56	\$ 311.48
7/15/2020	Vulcan	411E PG 64-22	\$ 65.30	1.08	\$ 70.52	\$ 382.00
7/16/2020	Vulcan	411E PG 64-22	\$ 65.30	1.10	\$ 71.83	\$ 453.83
7/20/2020	Vulcan	411E PG 64-22	\$ 65.30	1.16	\$ 75.75	\$ 529.58
7/29/2020	Vulcan	411E PG 64-22	\$ 65.30	12.37	\$ 807.77	\$ 1,337.35
7/30/2020	Vulcan	411E PG 64-22	\$ 65.30	4.83	\$ 315.40	\$ 1,652.75
8/5/2020	Vulcan	307BM PG 64-22	\$ 56.80	12.48	\$ 708.86	\$ 2,361.61
8/6/2020	Vulcan	411E PG 64-22	\$ 65.23	13.42	\$ 875.39	\$ 3,237.00
8/7/2020	Vulcan	411E PG 64-22	\$ 65.23	9.13	\$ 595.55	\$ 3,832.55
8/24/2020	Vulcan	411E PG 64-22	\$ 65.23	6.70	\$ 437.04	\$ 4,269.59
8/26/2020	Vulcan	411E PG 64-22	\$ 65.23	9.05	\$ 590.34	\$ 4,859.93
9/23/2020	Vulcan	411E PG 64-22	\$ 65.05	2.23	\$ 145.07	\$ 5,005.00
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	17.94	\$ 1,014.69	\$ 6,019.69
10/14/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.06	\$ 1,021.47	\$ 7,041.16
10/14/2020	Vulcan	411E PG 64-22	\$ 64.91	2.03	\$ 131.77	\$ 7,172.93
10/19/2020	Vulcan	307BM PG 64-22	\$ 56.56	8.00	\$ 452.48	\$ 7,625.41
10/20/2020	Vulcan	411E PG 64-22	\$ 64.91	18.03	\$ 1,170.33	\$ 8,795.74
10/26/2020	Vulcan	411E PG 64-22	\$ 64.91	7.01	\$ 455.02	\$ 9,250.76
10/30/2020	Vulcan	411E PG 64-22	\$ 64.91	7.06	\$ 458.26	\$ 9,709.02
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	13.44	\$ 760.17	\$ 10,469.19
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	2.07	\$ 117.08	\$ 10,586.27
11/3/2020	Vulcan	307BM PG 64-22	\$ 56.56	18.13	\$ 1,025.43	\$ 11,611.70
11/10/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,680.30
11/13/2020	Vulcan	411E PG 64-22	\$ 64.72	1.06	\$ 68.60	\$ 11,748.90
11/17/2020	Vulcan	411E PG 64-22	\$ 64.72	3.09	\$ 199.99	\$ 11,948.89
11/20/2020	Vulcan	411E PG 64-22	\$ 64.72	3.10	\$ 200.63	\$ 12,149.52
12/2/2020	Vulcan	411E PG 64-22	\$ 64.44	5.00	\$ 322.20	\$ 12,471.72
12/2/2020	Vulcan	411E PG 64-22	\$ 64.44	3.95	\$ 254.54	\$ 12,726.26
12/3/2020	Vulcan	411E PG 64-22	\$ 64.44	2.18	\$ 140.48	\$ 12,866.74
12/3/2020	Vulcan	411E PG 64-22	\$ 64.44	2.31	\$ 148.86	\$ 13,015.59
12/11/2020	Vulcan	411E PG 64-22	\$ 64.44	10.21	\$ 657.93	\$ 13,673.53
12/18/2020	Vulcan	411E PG 64-22	\$ 64.44	1.45	\$ 93.44	\$ 13,766.96
2/23/2021	Vulcan	EZ Street	\$ 110.00	20.57	\$ 2,262.70	\$ 16,029.66
3/2/2021	Vulcan	411E PG 64-22	\$ 82.99	21.24	\$ 1,762.71	\$ 17,792.37
3/26/2021	Vulcan	411E PG 64-22	\$ 78.17	20.01	\$ 1,564.18	\$ 19,356.55
4/1/2021	Vulcan	307BM PG 64-22	\$ 68.61	5.05	\$ 346.49	\$ 19,703.04
4/1/2021	Vulcan	411E PG 64-22	\$ 79.15	2.31	\$ 182.84	\$ 19,885.88
4/1/2021	Vulcan	411E PG 64-22	\$ 79.15	3.42	\$ 270.69	\$ 20,156.57
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	5.21	\$ 412.37	\$ 20,568.94
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	2.01	\$ 159.09	\$ 20,728.04
4/2/2021	Vulcan	411E PG 64-22	\$ 79.15	2.01	\$ 159.09	\$ 20,887.13
4/12/2021	Vulcan	411E PG 64-22	\$ 79.15	1.62	\$ 128.22	\$ 21,015.35
5/5/2021	Vulcan	411E PG 64-22	\$ 79.64	2.09	\$ 166.45	\$ 21,181.80
5/5/2021	Vulcan	411E PG 64-22	\$ 79.64	2.25	\$ 179.19	\$ 21,360.99
5/25/2021	Vulcan	411E PG 64-22	\$ 79.64	3.52	\$ 280.33	\$ 21,641.32

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Rutherford Blvd Adaptive Signal Control Technology (ASCT)  
Project Make Ready Service Agreement with AT&T

**Department:** Transportation

**Presented by:** Jim Kerr, Transportation 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"/>

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**Summary**

Make Ready Agreement between the City and AT&T for utility line relocations along the Rutherford Blvd. (ASCT) Signal System Project.

**Staff Recommendation**

Approve agreement with AT&T for utility line make ready work in conjunction with the Rutherford Blvd. (ASCT) Signal System.

**Background Information**

The Rutherford Blvd. ASCT Signal System will require installation of approximately nine miles of new fiber-optic cable along Mercury Blvd. and Rutherford/Northfield Blvd. This is to provide communication from the Traffic Operation Center to 15 signal controllers and 12 CCTV cameras on the system. Since proper spacing on the utility poles is required to meet National Electric Code (NEC) and MTE standards, adjustments to existing utility lines must be made prior to the installation of the new fiber. AT&T has approximately 33 poles in which make ready work will be required to meet these standards.

This project is funded with Congestion Mitigation and Air Quality funds with the utility make ready items being reimbursed with 100% federal dollars.

**Council Priorities Served**

*Responsible budgeting*

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

*Safe and Livable Neighborhoods*

Advanced Signal Technology enhances the safety and operations of the City's roadway network.

**Fiscal Impact**

Total project cost, \$31,018 is funded with 100% federal dollars.

**Attachments**

Agreement between the City and AT&T for Make Ready Services.



07-06-2021

Jim Kerr  
111 W Vine St  
Murfreesboro, TN, 37133

**RE: MKRDY: S RUTHERFORD BLVD-MURF GOVT REQ FOR MKRDY ON 33 poles:**

AT&T has received a request from you (or your company) to perform the following work:

Lower TA&T facility on 33 MED poles for traffic signal upgrade and installation of new fiber cable for the City of Murfreesboro.

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. **The original signed contract must be received at the AT&T Southeast office address shown below before AT&T will proceed with any work.**

This quote is based on estimated costs and is only valid for 60 days from the date of this letter. If I can be of further assistance, please do not hesitate to contact me at 615-867-1697.

Sincerely,

A handwritten signature in cursive script that reads "Jamal Abed".

Jamal Abed  
615-867-1697  
ATT Southeast

Project # A01LWKK Job Authority # 98C74131A

NOTE: Please associate the Project # above with the check or other form of payment.

**Return the original signed contract to:**

ATT Southeast  
116 S Cannon Ave  
Murfreesboro, TN 37129  
Jamal Abed

**Payment in full is required within thirty days after the date of the AT&T invoice for the charges associated with the work performed.**



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## SPECIAL CONSTRUCTION AGREEMENT

Project #: A01LWKK  
Authority: 98C74131A  
AT&T Contact: Jamal Abed

Customer Name: Jim Kerr  
Customer Number: 615-893-6441  
Work Site Address: Along S Rutherford Blvd  
and Mercury Blvd

Telephone #: 615-867-1697

This Special Construction Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC. d/b/a AT&T Southeast ("AT&T") and City of Murfreesboro ("Customer"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on Exhibit 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T \$31,017.97 ("Special Construction Charges"). **Payment in full is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.**
3. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
4. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, if and as may be applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.
5. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
6. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
8. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.
9. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.



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10. **Modification.** This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.
11. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
12. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of \_\_Tennessee\_\_\_\_\_, without regard to \_\_Tennessee\_\_\_\_\_'s conflict of law principles.
13. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
14. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
15. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
16. **Changes in Scope of Work.** The parties recognize that this is an 'Estimated Cost' contract. If the Customer initiates changes in the scope of the work after AT&T has provided this price quote or after executing this contract, the above price quote and this contract are null and void and a new price estimate must be provided based on the new scope of work. In the event there exists a condition in the field that is different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost or, if applicable, AT&T shall remit any difference paid. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the above price quote was provided.
17. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below. This quote is only valid for 60 days from the date of this letter.

**CUSTOMER**

By Shane McFarland

*Printed Name*

By

*Authorized Signature*

Title

Date

**AT&T Southeast**

By Jamal Abed

*Printed Name*

By

*Jamal Abed*

*Authorized Signature*

Title

MGR OSP DESIGN

Date

07-06-2021

APPROVED AS TO FORM

DocuSigned by:

*Adam F. Tucker*

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\_\_\_\_\_  
Attorney



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**EXHIBIT 1**  
**DESCRIPTION OF SPECIAL CONSTRUCTION**

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Lower TA&T facility on 33 MED poles for traffic signal upgrade and installation of new fiber cable for the City of Murfreesboro.

AT&T MAKE-READY HEIGHTS				
Plans Sheet Number	Plans Pole Number	MTEMC Pole Number	Existing ATT Height	Proposed ATT Height
3A	2	112H5	23'1"	19'7"
3A	2	112H5	21'11"	18'7"
3A	10	18653	22'5"	20'2"
3A	10	18653	20'11"	19'2"
4A	16	112B107	30'0"	29'2"
4A	18	18346	25'1"	24'8"
4A	28	33538	22' 3"	18'9"
5A	30	19112	22'9"	21'6"
5A	31	19111	22'9"	21'1"
5A	32	19110	23' 1"	22' 7"
6A	43	19098	26' 2"	23'0"
6A	43	19098	25' 5"	22'0"
6A	43	19098	24' 1"	21'0"
6A	47	35183	27' 8"	25' 11"
6A	47	35183	26' 8"	24' 11"
6A	47	35183	25' 7"	23' 11"
7A	57	19699	26'4"	25'11"
11A	103	19236	27'5"	23'3"
12A	116	34051	18' 8"	17' 6"
12A	117	34175	23' 8"	23' 6"
13A	127	34897	22' 4"	21' 8"
13A	127	34897	21' 3"	20' 8"
13A	129	81J33	28' 1"	26' 8"
13A	129	81J33	27' 6"	25' 8"
13A	129	81J33	26' 9"	24' 8"
13A	129	81J33	25' 8"	23' 8"
13A	131	17058	24' 2"	23' 8"
13A	132	34899	21' 5"	17'4"
15A	154	20328	18' 11"	17'0"
15A	155	13853	18'6"	18'2"
16A	164	32918	20'9"	20'4"
16A	168	32916	22' 4"	20'5"
16A	170	13935	21' 7"	21' 3"
16A	171	33170	20'10"	20'5"
17A	1039	8735	24'8"	22'1"
17A	1048	18647	24'3"	23'11"
18A	1027	28504	28' 8"	26' 9"
18A	1027	28504	28' 8"	26' 9"
18A	1024	10516	19'11"	18'9"
19A	1019	16515	25' 0"	20' 4"
19A	1019	16515	22' 9"	18' 4"
19A	1014	9453	24'6"	24'5"
19A	1012	9457	21'4"	21'1"
19A	1011	06640894	22'4"	22'0"
19A	1010	11473	26'1"	25'5"

33 poles

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/2021**

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**Item Title:** Minutes of City Council Meetings

**Department:** Finance

**Presented by:** Jennifer Brown

**Requested Council Action:**

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

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**Summary**

Review and approval of City Council meeting minutes.

**Staff Recommendation**

Approve minutes as listed.

**Background Information**

City Council meetings are available on the City's website for reference to actions taken and discussion made as items are considered. In accordance with Meeting procedures, Council approves meeting minutes in order for these to become the official minutes of the meeting.

**Attachments**

- July 8, 2021 (Public Comment)
- July 8, 2021 (Regular Meeting)
- July 14, 2021 (Regular Meeting)

July 8, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session in the Council Chambers at City Hall at 5:30 p.m. on Thursday, July 8, 2021, with Mayor McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Joshua Miller, Administrative Assistant

Mayor McFarland announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern.

There was no one present who wished to speak.

Mayor McFarland adjourned this session of the public comment meeting at 5:35 p.m.

ATTEST:

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SHANE MCFARLAND – MAYOR

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JENNIFER BROWN - CITY RECORDER

July 8, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, July 8, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Melissa Wright, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager  
Sam Huddleston, Executive Director/  
Development Services  
Erin Tucker, Budget Director  
Kayla Walker, Project Development Director  
Jim Kerr, Transportation Director  
Greg McKnight, Planning Director  
Jennifer Brown, Assistant Finance Director  
Kane Adams, Assistant Street Director  
Matthew Blomeley, Assistant Planning Director  
Joshua Miller, Administrative Assistant

Council Member Kirt Wade commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. FY 2021 City Manager Approved Budget Amendments (Finance)
2. Professional Services Agreements with Tennis Instructors (Parks & Recreation)
3. Donation of D.A.R.E. Promotional Items to the LaVergne Police Department (Police)
4. Grants of Right-of-Way and Easements to TDOT for Thompson Lane and New Salem Highway (Transportation)
5. FY22 Contract with RTA for Provision of Transit Services (Transportation)
6. Cedar Glade Brews Water and Sewer Connection Fees (Water Resources)
7. Asphalt Purchases Report (Water Resources)
8. Oakleigh Pump Station Replacement Contract Amendment (Water Resources)
9. High Service Pump Station and Membrane Feed Pump Improvements Engineering Task Order Amendment (Water Resources)
10. Renewal of Memorandum of Understanding with MTSU (Water Resources)

(Insert letters from Finance, Parks & Recreation, Police,  
Transportation (2) & Water Resources (5)  
Departments here.)

Mr. LaLance made a motion to approve the Consent Agenda. Mr. Wade seconded the motion and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to approval of Minutes of June 24, 2021 City Council Meeting.)

Mr. LaLance made a motion to approve the minutes as written and presented for the regular meeting held on June 24, 2021. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The following letter from the Airport Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to amendment to City Code to permit consumption of alcohol on Airport property.)

An ordinance, entitled "ORDINANCE 21-O-05 amending the Murfreesboro City Code, Chapter 3, Airport, Section 3-14, regarding Rules of Conduct," which passed first reading on June 24, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. Martin, seconded by Mr. Wright. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 21-O-05 here.)

The following letter from the Assistant Street Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to amendment to City Code to reflect merger of UED and Street Departments.)

An ordinance, entitled "ORDINANCE 21-O-07 amending the Murfreesboro City Code, Chapter 2, Administration, Article II, Urban Environmental Commission and Chapter 32.5, Tree Management," which passed first reading on June 24, 2021, was read to the Council, as amended to include an effective date and offered for passage on second and final reading upon motion made by Mr. Shacklett, seconded by Mr. LaLance. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 21-O-07 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to rezoning for approximately 17.25 acres located along the north side of Ashers Fork Drive [2021-407].)

An ordinance, entitled "ORDINANCE 21-OZ-15 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 17.25 acres located along the north side of Ashers Fork Drive from Commercial Fringe (CF) District Single-Family Residential Six (RS-6) District; O'Brien Loyd, LLC, applicant(s) [2021-407]," which passed first reading on June 24, 2021, was read to the Council and offered for passage on second and final reading upon motion made by Mr. LaLance, seconded by Mr. Wade. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 21-OZ-15 here.)

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to rezoning for approximately 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike and Willowoak Trail [2021-403].)

An ordinance, entitled "ORDINANCE 21-OZ-16 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 78 acres located along Medical Center Parkway, Robert Rose Drive, Wilkinson Pike, and Willowoak Trail from Mixed Use (MU) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2) District to Planned Unit Development (PUD) District (Clari Park PUD), Highway Commercial (CH) District, Gateway Design Overlay One (GDO-1) District and Gateway Design Overlay Two (GDO-2); Hines Acquisitions, LLC, applicant(s) [2021-403]," which passed first reading on June 24, 2021, was read to the Council and offered for passage on second and final

reading upon motion made by Mr. Wade, seconded by Mr. Shacklett. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

Said ordinance so passed on second and final reading is as follows:

(Insert ORDINANCE 21-OZ-16 here.)

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to Public Record Request Policy Revisions.)

The following RESOLUTION 21-R-27 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-27 here revising the Public Records Policy for the City of Murfreesboro.)

The following letter from the Mayor was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to Resolution for Melissa Wright.)

The following RESOLUTION 21-R-25 was read to the Council and offered for adoption upon motion made by Mr. LaLance, seconded by Mr. Shacklett. The resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-25 here honoring City Treasurer/City Recorder Melissa Wright for her dedicated service to the City of Murfreesboro.)

The following letter from the Planning Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to sewer allocation variance – Memorial Blvd. – Slim Chickens.)

Mr. Greg McKnight, Planning Director, presented the request to approve the proposed Memorial Boulevard Slim Chickens's request for additional density above the sewer allocation ordinance's zoning allowance. He stated that the proposed development, Slim Chickens, will use approximately 3.43 sfu's more than the ordinance allows, but staff views the advantages of job creation and sales tax revenue as a greater benefit.

Mr. Wade made a motion to approve the proposed Memorial Boulevard Slim Chickens request for additional density above the sewer allocation ordinance's zoning allowance by 3.43 sfu's. Mr. LaLance seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Nay".

The following letter from the Planning Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to sewer allocation variance – Old Fort Pkwy. – Whataburger.)

Mr. Greg McKnight, Planning Director, presented the request to approve the proposed Old Fort Parkway Whataburger's request for additional density above the sewer allocation ordinance's zoning allowance. He stated that the proposed development, Whataburger, will use approximately 1.38 sfu's more than the ordinance allows, but staff views the advantages of job creation and sales tax revenue as a greater benefit.

Mr. LaLance made a motion to approve the proposed Old Fort Parkway Whataburger's request for additional density above the sewer allocation ordinance's zoning allowance by 1.38 sfu's. Mr. Wade seconded the motion and all members of the Council voted "Aye", except Mr. Martin who voted "Nay".

The following letter from the Assistant Planning Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to scheduling public hearings for August 19, 2021 for annexation petition and plan of services [2021-505] for approximately 262.5 acres located along the west side of Lebanon Pike and including 4.5 acres of the Lebanon Pike right-of-way and annexation petition and plan of services [2021-506] for approximately 15.5 acres located along the east side of Lebanon Pike.)

The following RESOLUTION 21-R-PH-25 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade

Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-PH-25 here with regards to scheduling a public hearing for August 19, 2021 to consider adoption of a Plan of Services for and annexation of approximately 262.5 acres located along the west side of Lebanon Pike and including 4.5 acres of Lebanon Pike right-of-way, which have been proposed to be annexed to the City of Murfreesboro, Tennessee, City of Murfreesboro (for the U.S. Army Corps of Engineers and TDOT), applicant(s) [2021-505].)

The following RESOLUTION 21-R-PH-26 was read to the Council and offered for adoption upon motion made by Mr. Wade, seconded by Mr. Wright. Upon roll call said resolution was adopted by the following vote:

Aye: Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 21-R-PH-26 here with regards to scheduling a public hearing for August 19, 2021 to consider adoption of a Plan of Services for and annexation of approximately 15.5 acres located along the east side of Lebanon Pike, which have been proposed to be annexed to the City of Murfreesboro, Tennessee, City of Murfreesboro, applicant(s) [2021-506].)

The following letter from the Project Development Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to Northfield Elementary Entrance Sidewalk Rehabilitation Contract.)

Ms. Kayla Walker, Project Development Director, presented the request to approve the Agreement with Rice Construction Co., LLC for the removal and replacement of the Northfield Elementary School Entrance Sidewalk in the amount of \$157,000 with primary funding coming from County Shared Bonds.

Mr. Shacklett made a motion to approve the Agreement with Rice Construction Co., LLC for the removal and replacement of the Northfield Elementary School Entrance Sidewalk in the amount of \$157,000 with primary funding coming from County Shared Bonds. Vice-Mayor Scales Harris seconded the motion and all members of the Council voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to Engineering Task Order for Waste-to-Energy Pro Forma.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Solid Waste Department to approve the Engineering Task Order with Griggs & Maloney, Inc. in the

amount of \$55,000, funded from the Fiscal Year 2022 General Fund Operating Budget for unforeseen contingencies, for an economic viability and engineering study regarding refuse derived fuel (WastAway SE3).

Mr. Martin made a motion to approve the Engineering Task Order with Griggs & Maloney, Inc. in the amount of \$55,000, funded from the Fiscal Year 2022 General Fund Operating Budget for unforeseen contingencies, for an economic viability and engineering study regarding refuse derived fuel (WastAway SE3). Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to  
Full-Scale Biosolids Thermal Dryer Conceptual Design.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve Engineering Task Order 2141008.0 with Smith Seckman Reid, Inc. in the amount of \$267,010, funded from the Department's Working Capital Reserves, for an engineering evaluation and conceptual design services related to evaluation of multiple vendors for full-scale biosolids drying at the Water Resource Recovery Facility.

Mr. LaLance made a motion to approve Engineering Task Order 2141008.0 with Smith Seckman Reid, Inc. in the amount of \$267,010, funded from the Department's Working Capital Reserves, for an engineering evaluation and conceptual design services related to evaluation of multiple vendors for full-scale biosolids drying at the Water Resource Recovery Facility. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to  
Asset Management System (AMS) Software Licensing.)

Mr. Darren Gore, Assistant City Manager, presented the request of the Water Resources Department to approve Work Order Amendment MBORO002A1-0625021 with True North Geographic Technologies, LLC in the amount of \$54,167, funded from the Department's Working Capital Reserves with the expectation that the City General Fund will reimburse the Department their share on a pro-rata basis after City-wide full-scale implementation occurs, for increasing Cityworks Asset Management Software licensure from 10 seats to unlimited seats.

Mr. Shacklett made a motion to approve Work Order Amendment MBORO002A1-0625021 with True North Geographic Technologies, LLC in the amount of \$54,167, funded from the Department's Working Capital Reserves with the expectation that the City General Fund will reimburse the Department their share on a pro-rata basis after City-wide full-scale

implementation occurs, for increasing Cityworks Asset Management Software licensure from 10 seats to unlimited seats. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Upon recommendation of Mayor McFarland, Mr. Wade made a motion to reappoint Mr. Troy Robinson (term expires June 30, 2024) to the Greenway Projects Committee; reappoint Mr. Norman Brown (term expires June 30, 2025) and Mr. Ricky Greenberg (term expires June 30, 2025) to the Board of Electrical Examiners; reappoint Mr. Lyle Lynch (term expires June 30, 2024), Mr. Ryan Maloney (term expires June 30, 2024) and Mr. John E. Murray (term expires June 30, 2024) to the Construction Board of Adjustment and Appeals; and appoint Mr. Charles Riggs to the MED Pension Committee to fill the vacancy left by Ms. Lori Williams. Mr. Shacklett seconded the motion and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated July 8, 2021 here with regards to Beer Permit Application for Stix & Ballz at 1810 Old Fort Parkway, Suite D.)

Mr. Wade made a motion to approve the Beer Permit for Stix & Ballz, 1810 Old Fort Parkway (New Location), pending building and codes completion. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were no statements to consider.

At the request of Mayor McFarland, Ms. Kayla Walker, Project Development Director, gave an update on the repairs at Sports\*Com and stated that there was a tentative project completion date of July 20, 2021.

Mr. Rick LaLance presented an update on the work the Community Investment Citizens Advisory Committee had accomplished highlighting the committee's recommendations to invest locally, hire nonlocal investment consultants and support strategic partnerships through this fund rather than the City budget. Council discussed the committee's recommendations and suggested that Mr. LaLance develop a framework for Council to review items the Committee needs guidance on.

Mayor McFarland stated that he would like to adjourn the meeting with a roll call in honor of Mrs. Wright's last meeting. Vice-Mayor Scales Harris made a motion to adjourn the meeting. Mr. Wright seconded the motion and all members of the Council voted "Aye".

There being no further business, Mayor McFarland adjourned this meeting at 7:14 p.m.

ATTEST:

\_\_\_\_\_  
SHANE MCFARLAND – MAYOR

\_\_\_\_\_  
JENNIFER BROWN - CITY RECORDER

July 14, 2021

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session in the Business Center at the Murfreesboro Municipal Airport at 11:30 a.m. on Wednesday, July 14, 2021, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Madelyn Scales Harris  
Rick LaLance  
Ronnie Martin  
Bill Shacklett  
Kirt Wade  
Shawn Wright

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder/  
Finance Director  
Gary Whitaker, Assistant City Manager  
Darren Gore, Assistant City Manager  
Angela Jackson, Executive Director/  
Community Services  
Sam Huddleston, Executive Director/  
Development Services  
Roman Hankins, Assistant City Attorney  
Trey Duke, City Schools Director  
Erin Tucker, Budget Director  
Kayla Walker, Project Development Director  
Chad Gehrke, Airport Director  
Pam Russell, Human Resources Director  
Jim Kerr, Transportation Director  
Kim Williams, City Schools Finance Director  
Karen Lampert, Grant Coordinator  
Joshua Miller, Administrative Assistant

Mayor McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

The following letter from the Human Resources Director was presented to the Council:

(Insert letter dated July 14, 2021 here with regards to options for mitigating future health care insurance costs.)

Ms. Pam Russell, Human Resources Director, introduced Mr. Jake Davis and Mr. Alden Davenport, Mercer Health & Benefits LLC, who presented options the City could consider for mitigating future health care insurance premium increases which included introducing High Performance Narrow Networks to the City's insurance plan and introducing a Specialty Spend – Managed Copay Program as well as a Non-Essential Drug Program to the City's pharmacy plan.

The following letter from the Grant Coordinator was presented to the Council:

(Insert letter dated July 14, 2021 here with regards to Coronavirus State and Local Fiscal Recovery Funds.)

Ms. Karen Lampert, Grant Coordinator, presented an overview of the suggested uses for the American Rescue Plan Act Funds which included a 24/7 mental or behavioral health

crisis services location; aid to households, small businesses, nonprofits and tourism; violence intervention programs, affordable housing assistance and addressing education disparities; premium pay for essential workers and water/stormwater projects. Council discussed the anticipated funds and Mayor McFarland suggested not taking any of the money until the spending rules for the American Rescue Plan Act are finalized in September, with Council in agreeance with the Mayors suggestion.

The following letter from the Transportation Director was presented to the Council:

(Insert letter dated July 14, 2021 here with regards to Transit System Rebrand.)

Mr. Jim Kerr, Transportation Director, presented the proposed logo for the City's public transit buses. Council discussed the logo with staff, voicing their approval for the design and suggested adding a phone number to the side of the bus and the potential to utilize unused space on the back of the bus to display messages and advertisements from the City.

The following letter from the Budget Director was presented to the Council:

(Insert letter dated July 14, 2021 here with regards to May 2021 Dashboard packet.)

The May 2021 Dashboard update, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, was presented to Council with no discussion taking place.

Mr. LaLance addressed his concern with the potential for a liquor store to be located within 100 feet of a residence based on the City's current Alcohol Ordinance. Council discussed with staff the potential to revise the City's Alcohol Ordinance, asked staff to research surrounding municipalities rules regarding liquor stores and requested that revisions to the City's Alcohol Ordinance be a topic for discussion at the August workshop session.

The following letter from the Finance Director/City Recorder was presented to the Council:

(Insert letter dated July 14, 2021 here with regards to Certificate of Compliance – Liquor and Wine Outlet.)

Ms. Jennifer Brown, City Recorder/Finance Director, presented the request to consider a Retail Liquor Certificate of Compliance for Arvindkumar Patel at Liquor and Wine Outlet, 2003 South East Broad Street. Ms. Brown indicated that the application was in order and recommended approval.

Mr. Wade made a motion to approve a Retail Liquor Certificate of Compliance for Arvindkumar Patel at Liquor and Wine Outlet, 2003 South East Broad Street. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The following letter from the Finance Director/City Recorder was presented to the Council:

(Insert letter dated July 14, 2021 here with regards to  
Certificate of Compliance – Warrior Wine and Spirits.)

Ms. Jennifer Brown, City Recorder/Finance Director, presented the request to consider a Retail Liquor Certificate of Compliance for Karan Patel at Warrior Wine and Spirits, 1433 Warrior Drive Suites F, G and H. Ms. Brown indicated that the application was in order and recommended approval.

Mr. Wright made a motion to approve a Retail Liquor Certificate of Compliance for Karan Patel at Warrior Wine and Spirits, 1433 Warrior Drive Suites F, G and H. Mr. Martin seconded the motion and all members of the Council voted "Aye".

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated July 14, 2021 here with regards to Beer Permit  
Application for Evolve Smoke Shop at 902 Memorial Boulevard.)

Mr. LaLance made a motion to approve the Beer Permit for Evolve Smoke Shop, 902 Memorial Boulevard (New Location), pending building and codes completion. Mr. Wright seconded the motion and all members of the Council voted "Aye".

The City Recorder/Finance Director announced that there were no statements to consider.

Under other business the following letter from the Airport Director was presented to the Council:

(Insert letter dated July 14, 2021 here with regards to  
Contract extension with Eastern Aviation Fuels.)

Mr. Chad Gehrke, Airport Director, presented the recommendation to approve the final extension of the Contract with Eastern Aviation Fuels (Titan Aviation Fuels) extending the Contract an additional year with an expiration date of June 30, 2022.

Mr. Shacklett made a motion to approve the final extension of the Contract with Eastern Aviation Fuels (Titan Aviation Fuels) extending the Contract an additional year with an expiration date of June 30, 2022. Mr. LaLance seconded the motion and all members of the Council voted "Aye".

Mr. Craig Tindall, City Manager, provided an update on the discussion taking place between MTSU and the City regarding airport usage. He stated MTSU is reaching out to neighboring airports and that the safety officer position is being considered again.

Mayor McFarland announced that Ms. Jennifer Garland has requested to step down from her position on the Planning Commission and that Council will be receiving applicants for the open position by email.

Mayor McFarland addressed the decision of the Solid Waste Board and addressed the efforts of Ms. Donna Barrett and Mr. Darren Gore.

There being no further business, Mayor McFarland adjourned this meeting at 1:02 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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JENNIFER BROWN - CITY RECORDER

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/2021**

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**Item Title:** Comcast Cable TV Franchise Agreement

**Department:** Communications

**Presented by:** Alan Bozeman

**Requested Council Action:**

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

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**Summary**

Proposed Comcast Cable TV Franchise Agreement

**Staff Recommendation**

Approve Resolution 21-R-29 which approves a ten-year Cable Television Franchise Agreement with Comcast of Nashville II, LLC.

The Cable TV Commission recommended approval on June 14, 2021.

**Background Information**

The current 15-year Comcast Cable TV franchise expired June 2018. Since that time, Comcast and the City have been in negotiations for a new franchise.

This proposed new 10-year, non-exclusive franchise permits Comcast to use the City's right-of-way to deliver service within the City. The City will continue to receive a franchise fee of 5% of quarterly gross revenue on cable TV services. The franchise requires Comcast carry three community access channels on their system. This allows for one City channel and two MTSU channels. Comcast will also provide \$100,000 equipment grant for the City's channel.

Council reviewed the Agreement at the June 9, 2021 workshop. The Cable TV Commission reviewed it and conducted a Public Hearing at their June 14, 2021 meeting.

**Council Priorities Served**

*Responsible budgeting*

Comcast will continue providing approximately \$1.2 million a year to the general fund from the receipt of cable tv franchise fees.

*Establish strong City brand*

Comcast will continue carrying CityTV on their system.

**Attachments**

1. Resolution 21-R-29
2. Proposed Comcast Cable TV Franchise Agreement

**RESOLUTION 21-R-29** authorizing the City of Murfreesboro, Tennessee to approve a ten-year Cable Television Franchise to Comcast of Nashville II, LLC.

**WHEREAS**, the construction, installation, maintenance and operation of a Cable System involves the occupation of and placement of facilities in the Public Rights-of-Way within the City of Murfreesboro ("City"); and

**WHEREAS**, the City has reviewed the performance of Comcast of Nashville II, LLC, ("Franchisee") and its predecessor under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Franchisee, and has determined whether Franchisee's plans for constructing, operating and maintaining its Cable System are reasonable to meet the future cable-related community needs and interests, in light of the costs of meeting such needs and interests; and

**WHEREAS**, the City has relied on Franchisee's representations and has considered the information that Franchisee has presented to it; and

**WHEREAS**, based on Franchisee's representations and information, the City Council has determined that based on the terms and conditions set forth on the attached Franchise Agreement, the grant of a new, nonexclusive ten year franchise to Franchisee to supersede the prior franchise on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

**WHEREAS**, the City and Franchisee have reached agreement on the terms and conditions set forth in the Franchise Agreement; and

**WHEREAS**, the Murfreesboro Cable TV Commission conducted a Public Hearing on June 14, 2021 and recommended entering into the Franchise Agreement; and

**WHEREAS**, under Section 25 of the Murfreesboro City Charter no resolution granting a franchise shall take effect until after its publication in a newspaper of general circulation at the expense of Franchisee; and

**WHEREAS**, this resolution and the Franchise Agreement shall be available for viewing on the City's website.

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

SECTION 1. Execution of the Franchise Agreement set forth as Attachment  
“A” by the appropriate parties is hereby authorized.

SECTION 2. Publication of this Resolution shall be made in the Murfreesboro  
Post on Tuesday, August 3, 2021 in accordance with Section 25 of the City Charter.

SECTION 3. The referenced Franchise Agreement shall be available for  
viewing on the City’s website at:

<http://www.murfreesborotn.gov/109/Communications-Documents-Forms>.

SECTION 4. The Franchise Agreement shall take effect thirty days after  
passage of this Resolution by City Council in accordance with Section 25 of the  
Murfreesboro City Charter.

SECTION 5. This Resolution shall be effective thirty days after its passage  
by City Council and upon publication of this Resolution in the Murfreesboro Post in  
accordance with Section 25 of the Murfreesboro City Charter, the public welfare  
and the welfare of the City requiring it.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2036E51F9401...  
Adam F. Tucker  
City Attorney

Attachment A

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***Franchise Agreement***

between

***City of Murfreesboro, Tennessee***

and

***Comcast of Nashville II, LLC***

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## ***AGREEMENT***

This ***AGREEMENT*** is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), and is between the City of Murfreesboro, Tennessee (the “Franchising Authority” or the “City”), and Comcast of Nashville II, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority has determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and, as of the Effective Date, has reviewed the performance of the Company under the Prior Franchise and the quality of service during the Prior Franchise term and found the Company to be in material compliance. In addition to satisfying all the provisions of this Franchise Agreement, the Company shall continue to be bound by any previously accrued but unfulfilled obligations under the Prior Franchise with respect to payment of all franchise fees so long as any such issue is raised and the Company provided notice within 36 months after the Effective Date of this Franchise Agreement as contemplated in Section 4.1.4. The grant of this Franchise shall have no effect on any duty of the Company under the Prior Franchise to indemnify or insure the Franchising Authority against acts and omissions occurring during the period that the Prior Franchise was in effect. Except as required to carry out the intent of the previous sentences, as of the Effective Date of this Franchise Agreement, the Prior Franchise is superseded and is of no further force and effect, and the Franchising Authority and the Company mutually release each other from any claims each had, has, or may have against the other under the Prior Franchise. The Franchising Authority desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

### **SECTION 1 GRANT OF AUTHORITY**

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) The Franchise and the right it grants to use and occupy the Streets shall not be exclusive, and the City reserves the right to grant other franchises for similar uses or for other uses of the Streets, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Agreement; provided, however, the Franchising Authority agrees that, within ninety (90) days of the Company's request, the Franchising Authority shall amend this Franchise to include any material terms or conditions that it makes available to the competing CSP or VSP, or provide relief from existing material terms or conditions, to insure that the regulatory and financial burdens on each entity are materially equivalent.

(b) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this

Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(c) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under a local franchise agreement or similar authorization granted prior to the Effective Date of this Agreement or under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If subsequent to the Effective Date there is a change in federal, state, or local law that is applicable to Company and directly conflicts with the provisions of Agreement and that provides for a new or alternative form of authorization, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended in accordance with the federal, state, or local law.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

## SECTION 2 THE CABLE SYSTEM

### 2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels

may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

## 2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

## 2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall be permitted to charge the Company, in addition to the franchise fees described in Section 4 below, a reasonable, non-recurring fee or charge for the issuance of generally applicable permits, licenses, or other approvals, which fees shall be based on the Franchising Authority's actual cost of administering such permits, licenses, or other approvals. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days after submission of a properly completed permit, license, or other approval request or application. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall be granted authority by the Franchising Authority to tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable

System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets and shall be relocated in accordance with Section 2.4.1.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

## 2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities and funds for reimbursement are specifically made available for relocation of infrastructure. Notwithstanding the above, where such work is required to accommodate a streetscape, sidewalk, or private development project, the Company shall protect, alter, or relocate the Cable System as provided herein but shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, or the Cable System causes disturbance, alteration, or damage to any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and

a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench. The Company shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile as measured from the nearest point of connection to the Company's existing distribution cable ("qualified area"), only when the residents of at least fifty (50) percent of the residential dwelling units within such a qualified area request the Company's cable service. The Company shall begin any necessary construction within 180 days of the determination that such requirements are met. Notwithstanding the foregoing, if another CSP or VSP provides service to or has begun construction to provide service to such qualified area, the Company shall have sole discretion regarding whether to provide service to the qualified area. Subject to the density provisions above, the Company shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Company's distribution cable.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

### **SECTION 3 CUSTOMER SERVICE**

Customer Service. The Company shall comply in all respects with the requirements set forth in 47 C.F.R. § 76.309 and any subsequent amendments or replacement regulation or law. Individual violations of those requirements do not constitute a breach of this Agreement.

### **SECTION 4 COMPENSATION AND OTHER PAYMENTS**

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed

as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place insofar as practical in the Franchise Area, and in any event at a location determined by the Company that is within the State of Tennessee. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 No Limitation on Taxing Authority. Nothing in this Agreement shall be construed to limit any authority of the City to impose any tax, fee, or assessment of general applicability. The franchise fee payments required by this Section 4 shall be in addition to any and all taxes or fees of general applicability. The Company shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said City taxes or other fees of general applicability, except as expressly permitted by applicable law. The Company shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said City taxes or fees of general applicability, except as expressly permitted by applicable law, nor shall the Company apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law. Notwithstanding the foregoing, the Company shall not be subject to any recurring tax, fee, or assessment for the occupancy or use of the Streets.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

## **SECTION 5 COMPLIANCE REPORTS**

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

## **SECTION 6 ENFORCEMENT**

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the

Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance (“Violation Notice”).

6.2 Company’s Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority’s chief administrative officer, or designee, shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days’ prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses at the hearing. The hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination and shall deliver such findings to the Company. If a violation is found, the Company may commence an action challenging the findings as provided by applicable state or federal law.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company’s response, the Franchising Authority may seek to revoke the Franchise through action of the Franchise Authority governing board at a public meeting. The Company shall be given at least thirty (30) days’ prior written notice of the public meeting, specifying the time and place of the meeting and stating the Franchising Authority’s consideration of revocation of the Franchise.

6.5.2 The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

## SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

## SECTION 8 INSURANCE AND INDEMNITY

### 8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus,"

and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

## SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to three (3) fully dedicated Channel positions, on the digital tier, to be designated for non-commercial, non-profit generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel positions may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Franchising Authority certifies and commits to maintain eight (8) hours per week of non-duplicative original programming on each activated PEG Channel position throughout the term of the Agreement. Should the Franchising Authority fail to maintain eight (8) hours of programming per week for any period of three (3) consecutive months on any PEG Channel, the Company may reclaim that Channel position for its own use. For purposes of

this Agreement, original programming includes programming produced specifically for, about, or by the City of Murfreesboro, Murfreesboro City Schools, Rutherford County Schools, or Middle Tennessee State University. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Interconnection with Other Cable and Video Service Providers. Upon written request of the Franchising Authority, the Company shall interconnect with other cable and video systems in the Franchise Area as required by T.C.A. § 7-59-309(f)(1)(A). This subsection 9.4 shall not be construed to mean that the Company is responsible for costs of said interconnection.

9.5 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.6 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.7 PEG Support. Within thirty (30) days of the execution of this Agreement, the Company will pay to the Franchising Authority the amount of \$100,000 as a Government Access Capital Equipment Grant ("Capital Grant"). The Capital Grant shall be used exclusively by the Franchising Authority for capital costs associated with the PEG Channel positions described in Section 9.1. The Franchising Authority shall submit to the Company, as requested, a report detailing the Franchising Authority's use of Capital Grant funds during the prior calendar year. The Franchising Authority and the Company agree that the Company may pass this Capital Grant directly through to Subscribers as an individual line item in accordance with 47 U.S.C. § 542 or other applicable law and that such pass-through will not be an offset against franchise fees. The PEG Capital Grant relieves the Company from any further capital expenditures related to PEG access in the Franchise Area during the term of this Agreement.

9.8 No Liability. The Company shall have no liability, nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

## **SECTION 10 MISCELLANEOUS**

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Murfreesboro, Tennessee.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:  
City of Murfreesboro  
Attn: City Manager  
111 West Vine Street  
Murfreesboro, Tennessee 37130

With a copy to: City of Murfreesboro  
Attn: City Attorney  
111 West Vine Street  
Murfreesboro, TN 37130

City of Murfreesboro  
Attn: Communications Director  
111 West Vine Street  
Murfreesboro, TN 37130

COMPANY:  
Comcast of Nashville II, LLC  
Attn: Vice President, External Affairs  
6200 The Corners Parkway, Suite 200  
Peachtree Corners, Georgia 30092

With a copy to: Comcast Cable Communications, LLC  
Attn: Vice President, Government Affairs  
2605 Circle 75 Parkway  
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC  
Attn: Legal Department  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19103

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with

any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law and Venue. This Agreement shall be deemed to be executed in the City of Murfreesboro, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state. The parties agree that they will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any venue other than Rutherford County or federal courts with jurisdiction.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee ("Federal Court") or in a court of the State of Tennessee of appropriate jurisdiction ("Tennessee State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers there unto

duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

**City of Murfreesboro, Tennessee**

By: \_\_\_\_\_  
Name: Shane McFarland  
Title: Mayor  
(Seal)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Comcast of Nashville II, LLC**

By: \_\_\_\_\_  
Name: Jason M. Gumbs  
Title: Regional Senior Vice President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A DEFINED TERMS**

*For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.*

**“Agreement”** means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

**“Basic Service”** means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

**“Cable Act”** means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

**“Cable Service”** means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

**“Cable Service Provider”** or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

**“Cable System”** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

**“Channel”** means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

**“Company”** means Comcast of Nashville II, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

**“FCC”** means the Federal Communications Commission, its designee, or any successor thereto.

**“Franchise Area”** means the incorporated areas of the City of Murfreesboro, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

**“Franchising Authority”** means the City of Murfreesboro, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

**“Gross Revenues”** means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

**“Person”** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

**“Signal”** means any transmission of radio frequency energy or of optical information.

**“Streets”** means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, alleys, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public ownership, public easements, or public rights-of-way.

**“Subscriber”** means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

**“Video Programming”** means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

**“Video Service”** means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology,

including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

**“Video Service Provider” or “VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/2021**

---

**Item Title:** SunTrust Bank Credit Card Administration

**Department:** Finance

**Presented by:** Jennifer Brown

**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**

Resolution 21-R-28 revising the authorized employees with access to the commercial credit card account with SunTrust Bank, which after a merger with BB&T Bank is now known as Truist Bank.

**Background Information**

On December 14, 2017, Council adopted Resolution 17-R-33 designating certain City employees as authorized to access the commercial credit card account with SunTrust Bank aka Truist. As there have been changes to personnel and positions since that resolution was adopted, it is necessary to adopt an updated resolution.

Resolution 21-R-28 names City Recorder/Finance Director Jennifer Brown and Budget Director Erin Tucker as the City employees authorized to access the commercial credit card account with SunTrust Bank aka Truist.

**Attachments**

Resolution 21-R-28

**RESOLUTION 21-R-28** designating certain officials as authorized to administer the commercial credit card account with SunTrust Bank aka Truist.

**WHEREAS**, the City of Murfreesboro, Tennessee (the "City") finds it operationally beneficial to enter into a commercial credit card account relationship with SunTrust Bank aka Truist ("Bank"); and,

**WHEREAS**, Bank requires a resolution of the governing body designating certain City officials as holding authority to administer the commercial credit card account relationship; and,


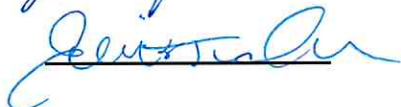
**WHEREAS**, there have been changes to City personnel and organization since Resolution 17-R-33 approved on December 14, 2017 and the City desires to revise the agreement accordingly.

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

**SECTION 1.** The City has entered into a commercial credit card account ("Card Account") relationship with SunTrust Bank aka Truist ("Bank").

**SECTION 2.** That any one of the officers or employees of the City listed below be and is hereby authorized to enter into, execute and deliver in the name of and on behalf of the corporation the agreements, documents, or other instruments deemed reasonable or necessary to establish and administer the Card Account; this corporation shall be bound by the terms and conditions of said agreements, documents, or other instruments as the same may be amended from time to time.

**SECTION 3.** That the City shall furnish to the Bank a certified copy of these resolutions, which resolutions shall continue in full force and effect until written notice of the rescission or modification of the same has been received by the Bank, and the Bank has had reasonable time to act on such notice, and shall furnish to the Bank the names and specimen signatures of the officer(s) named herein, and those persons from time to time holding such positions.

Name	Title	Signature
Jennifer Brown	City Recorder / Finance Director	
Erin Tucker	Budget Director	

**SECTION 4.** This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F94041  
Adam F. Tucker  
City Attorney

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/2021**

---

**Item Title:** Redesignation Point of Contact for JAG Grants

**Department:** Finance

**Presented by:** Jennifer Brown

**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**

Resolution 21-R-26 revising the authorized employees with access to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

**Background Information**

On November 30, 2017, Council adopted Resolution 17-R-29 designating certain City employees as authorized to act on behalf of the City and Rutherford County as Financial Point of Contact and serve as the Local Grant Administrators, and as the Grantee Authorized Signing Official. As there have been changes to personnel and positions since that resolution was adopted, it is necessary to adopt an updated resolution.

Resolution 21-R-26 names City Recorder/Finance Director Jennifer Brown as the City employee authorized to act as the Authorized Signing Official, and Amanda DeRosia and Jenny Licsko as the City employees authorized to act as the Financial Point of Contact and Local Grant Administrators.

**Attachments**

Resolution 21-R-26

**RESOLUTION 21-R-26** re-designating representatives for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

**WHEREAS**, the City of Murfreesboro previously agreed to serve as the Fiscal Agent and administer the Edward Byrne Memorial Justice Assistance Grant (JAG) Award for the City of Murfreesboro and Rutherford County in Resolution 17-R-23, Resolution 16-R-18, Resolution 15-R-21, and Resolution 14-R-12; and,

**WHEREAS**, the previously designated representatives have left City employment and to continue to administer the grant, the City must designate new representatives; and,

**WHEREAS**, Amanda DeRosia, Accounting Manager, and Jenny Licsko, Public Safety Finance Manager, have the relevant and appropriate skills to fulfill these duties and should be designated as the Financial Point of Contact for the Edward Byrne Memorial Justice Assistance Grant monies and serve as the Local Grant Administrators and represent Rutherford County and the City of Murfreesboro regarding the Justice Assistance Grant; and

**WHEREAS**, to have Jennifer Brown, Finance Director, execute the Justice Assistance Grant application forms and complete correspondence for the City of Murfreesboro online as the Grantee Authorized Signing Official, delegated or formally designate them by the Mayor of Murfreesboro.

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

**SECTION 1.** The City of Murfreesboro hereby authorizes Jennifer Brown, Finance Director, as the signing authority on behalf of the City of Murfreesboro, and Amanda DeRosia, Accounting Manager, and Jenny Licsko, Public Safety Finance Manager, as the authorized Financial Point of Contact for the Justice Assistance Grant Program for open and future grant awards.

**SECTION 2.** This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

---

**Item Title:** Solid Waste Fees  
**Department:** Solid Waste Department  
**Presented by:** Darren Gore  
**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

Consider a proposed resolution to establish solid waste fees.

## Recommendation

Approve Resolution 21-R-11.

## Background Information

The City Council reviewed the solid waste ordinance revisions at their April 14, 2021 workshop and passed the ordinance on June 3, 2021. A resolution is necessary to implement the fees authorized by the ordinance. While the attached resolution was included with the ordinance revisions, Council did not consider the resolution independent of the ordinance. None of the fees contained in Resolution 21-R-11 have changed since the Council last reviewed it on June 3<sup>rd</sup>.

The proposed schedule of fees includes charging for bulk item pick-up, loose grass clipping and larger volume brush and limb pickups, solid waste cart replacement, and special event service. Revenues associated with fees for service are expected to increase, which moves the Department toward the goal of a self-sufficient utility service.

## Council Priorities Served

### *Responsible budgeting*

Affordable services with the goal of achieving long-term sustainability is the highest priority of the solid waste staff.

### *Maintain public safety*

Proper collection, transport and disposal of solid waste is critical to maintaining the public health and welfare.

**Fiscal Impacts**

Solid Waste Department operating expenses will be offset by any increased revenues generated through the new fee structure.

**Attachments:**

Resolution 21-R-11; establishing solid waste fee schedule

**RESOLUTION 21-R-11** adopting Solid Waste Collection and Disposal Fee Schedule.

**WHEREAS**, Murfreesboro City Code, Section 14-9, Fees; states that “The City Mayor and Council shall establish by resolution a schedule of fees, rates, and/or credits for the following: (1) The collection and disposal of all solid waste generated within the corporate limits of the City of Murfreesboro; (2) The collection and disposal of all solid waste generated through any solid waste authority, utility district, or other entity controlled by the City; and (3) Disposal of all solid waste in any City owned or controlled, Class 1-class 4 disposal site, transfer station, convenience center and/or recycling station or center.”

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

SECTION 1. The following Solid Waste Collection and Disposal Fee Schedule are hereby adopted:

(a) Solid Waste Collection

<i>Residential Collection:</i> One time a week service	\$7.50 per month per cart
<i>Residential Collection:</i> “Go Back” Service	\$25 per occurrence
<i>Residential Drop-Off:</i> City Convenient Center	\$0.00
<i>Commercial:</i> Two times a week service	\$30.00 per month per cart
<i>Commercial Collection:</i> “Go Back” Service	\$50 per occurrence

(b) Brush, Limb and Yard Waste Collection:

<i>Residential Curbside Collection</i>	
6’x6’x6’ (8 CY) collection or less	\$0.00
12’x6’x6’ (16 CY) collection	\$25.00 per load
1 full Boom Truck Load 22 yds of service	\$50.00 per load
Bagged Grass Clippings	\$0.00 per load
Loose Grass Clippings	\$5.00 per load
<i>Commercial Curbside Collection</i>	\$150.00 per load
<i>Residential Drop-Off at Mulching Facility</i>	
Murfreesboro City Resident	\$0.00
<i>Commercial Drop-Off at Mulching Facility</i>	
6’x6’x6’ (8 CY) or less	\$40.00 per load
12’x6’x6’ (16 CY)	\$75.00 per load
12x9x6 (24 CY)	\$100.00 per load

(c) Bulk Item Collection:  
For pickup of curbside bulky items such as couches, chairs, furnishings, mattresses, and box springs, please call 24 hours in advance of your trash service day. Service charges will apply for bulk item collection at \$10 per item for the first 3 items and \$30 per item for every item over 3. Applicable charges will be applied to your utility account.

(d) Replacement Solid Waste Carts Current Market Cost

(e) Special Event or Property Clean-up Solid Waste Services Determined by Solid Waste Director per event or occurrence

SECTION 2. This Resolution shall be effective on July 1, 2021.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

---

**Item Title:** Plan of Services, Annexation, and Zoning for property located along Elam Road  
[Public Hearings Required]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

Annexation and zoning of approximately 39 acres located along Elam Road south of Joe B Jackson Parkway.

**Staff Recommendation**

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

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

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

**Background Information**

Laurel H. Maples has initiated a petition of annexation [2021-501] for approximately 39 acres located along Elam Road. The City developed its plan of services for this area. Additionally, Laurel H. Maples presented to the City a zoning application [2021-408] for the same 39 acres to be zoned G-I (General Industrial District) simultaneous with annexation. During its regular meeting on June 2, 2021, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will enable industrial development, potentially generating sales tax revenues for the City and employment opportunities for the community.

**Attachments:**

1. Resolution 21-R-PS-21

2. Resolution 21-R-A-21
3. Ordinance 21-OZ-21
4. Maps of the area
5. Planning Commission staff comments from 06/02/2021 meeting
6. Planning Commission minutes from 06/02/2021 meeting
7. Plan of services
8. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JUNE 2, 2021  
PROJECT PLANNER: MARINA RUSH**

**5.b. Annexation petition and plan of services [2021-501] for approximately 39 acres located along Elam Road, Laurel H. Maples developer.**

The respective property owner, Laurel H. Maples, has submitted a petition requesting her property be annexed into the City of Murfreesboro. The subject property is a 38.8-acre portion of a 185.5-acre parcel, located along the east side of Elam Road, south of Joe B Jackson Parkway and west of Interstate 24. The property tax map number is: Tax Map 135, Parcel 1.00. The requested property is currently vacant. Simultaneous with this application is a request to zone the property to General Industrial (GI).

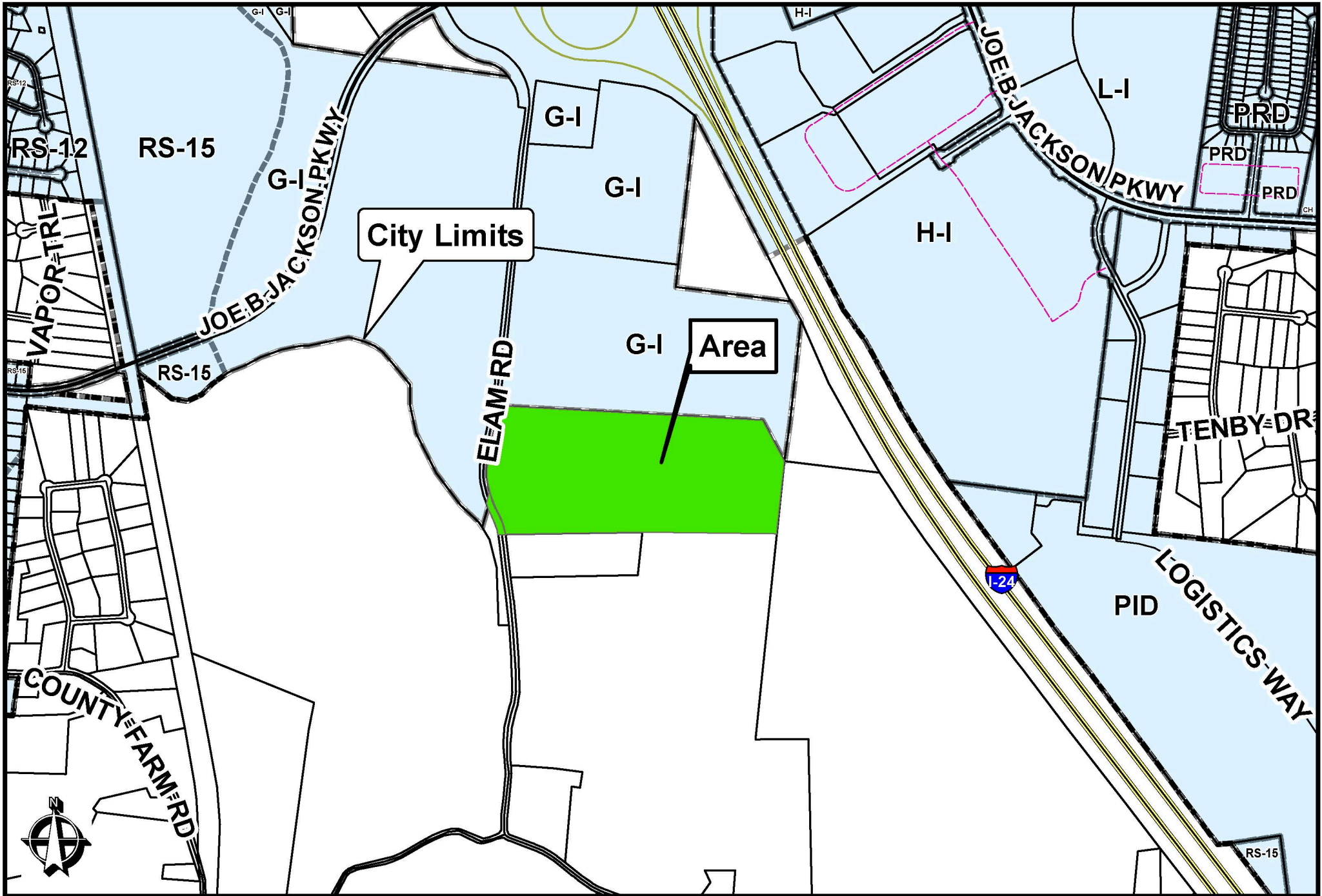
The study area also includes a 275-foot long segment of Elam Road right-of-way in front of the subject property, bringing the total study area to approximately 39 acres. A request has been submitted to the Rutherford County Road for it to consider consenting to the annexation of the subject right-of-way.

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the north and western property lines.

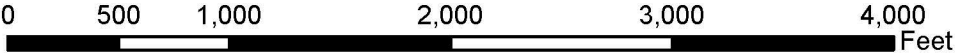
Staff has prepared a plan of services for the proposed annexation and it is attached to this staff report for reference. City services can be provided to the property upon annexation and for future development of the property.

**Action Needed:**

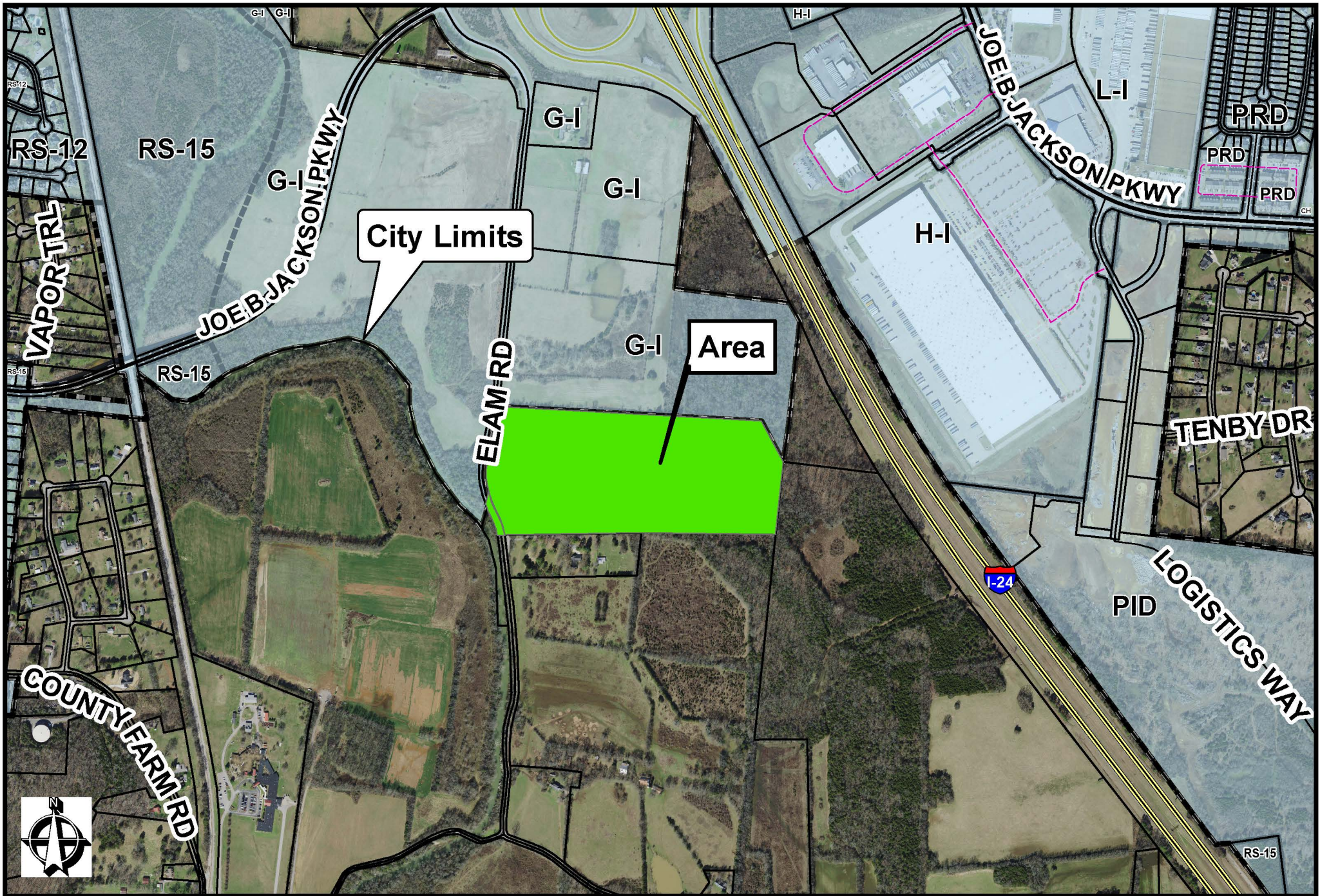
The Planning Commission will need to conduct a public hearing on this annexation petition and plan of services, after which it will need to discuss the matter and then formulate a recommendation for the City Council. The County Road Board will not consider the City's request to grant its consent to annex the subject right-of-way until its regular meeting on June 3rd. Staff recommends that any motion to approve be made subject to the County Road Board granting its consent to annex the subject right-of-way.



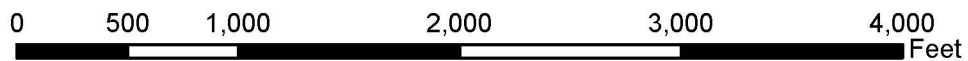
# Annexation Request for Property along Elam Road



Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## Annexation Request for Property along Elam Road

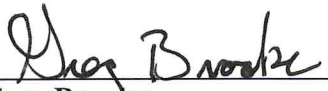


Planning Department  
 City of Murfreesboro  
 111 W. Vine St.  
 Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

### Consent for Annexation of Public Right-of-Way by the City of Murfreesboro

The City of Murfreesboro, Tennessee has initiated an annexation study of public right-of-way as shown on the attached Exhibit, which specifically includes that segment of Elam Road directly north of the northern property line of 3907 Elam Road, totaling approximately 275 linear feet ("County Right-of-Way"), such section being a portion of the prescriptive/platted right-of-way for Elam Road shown in the current Rutherford County Highway Department Road Book. The undersigned, a duly authorized official of Rutherford County, Tennessee, hereby certifies that, at a public meeting held on June 3, 2021 and in furtherance of the requirements set forth in Tenn.Code Ann. § 6-51-1014, the Rutherford County Highway Commission consented to the annexation of the County Right-of-Way by the City of Murfreesboro, Tennessee.

WITNESS MY HAND this 9 day of June 2021.

  
\_\_\_\_\_  
**Greg Brooks**  
**Rutherford County Road Superintendent**

Sworn to and subscribed before me, a notary public in and for said county and state in Murfreesboro, Tennessee on the 9 day of June 2021.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 4-23-2024



**WRITTEN CONSENT  
TO ANNEXATION BY THE CITY OF MURFREESBORO**

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

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

1. Laurel H. Maples

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

Signature: Laurel H. Maples

Status: \_\_\_\_\_

Date: 04/14/2021

4537 Elam Rd., Murfreesboro, TN 37127

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

2. \_\_\_\_\_

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

Signature: \_\_\_\_\_

Status: \_\_\_\_\_

Date: \_\_\_\_\_

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

3. \_\_\_\_\_

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

Signature: \_\_\_\_\_

Status: \_\_\_\_\_

Date: \_\_\_\_\_

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

4. \_\_\_\_\_

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

Signature: \_\_\_\_\_

Status: \_\_\_\_\_

Date: \_\_\_\_\_

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

(Attach additional signature pages if necessary)

**Legal Description is attached: \_\_\_\_\_ Yes**  
**Power of Attorney applies and is attached: \_\_\_\_\_ Yes \_\_\_\_\_ No**

4/10/2021

Murfreesboro GIS



Murfreesboro GIS

Creating A Better Quality Of Life

Map Gallery

+

Find address or place

Q

+

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+

+

+

+

+



Measurement

| Acres

Measurement Result

38.8 Acres

Clear

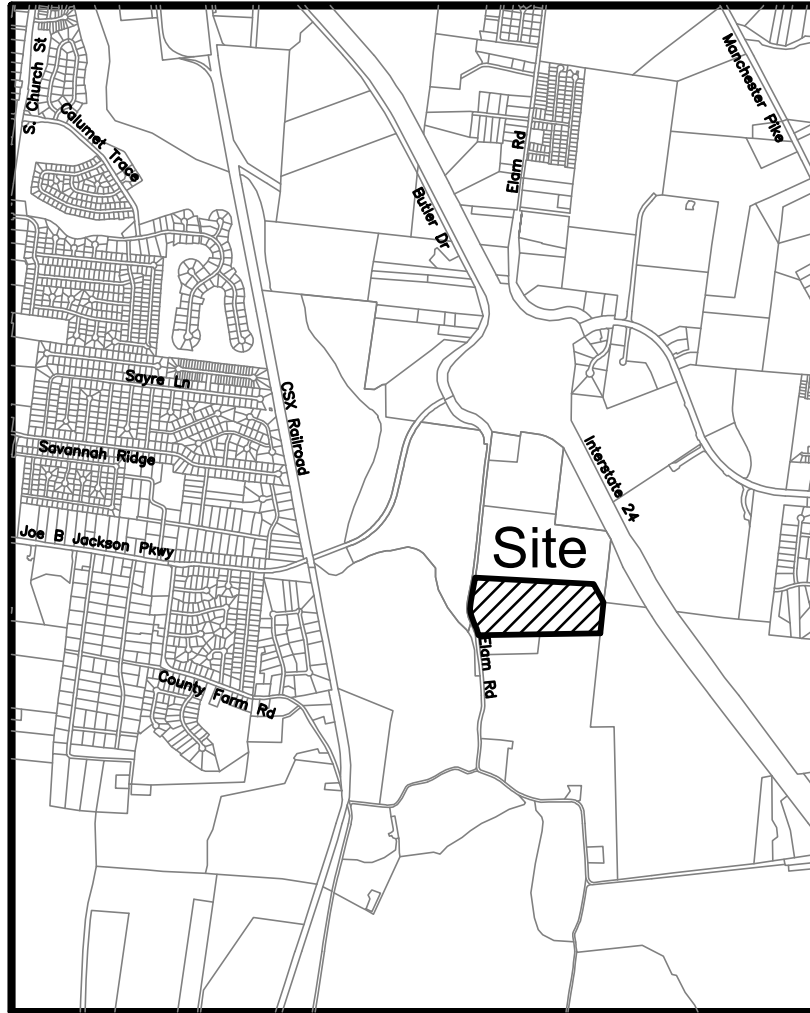
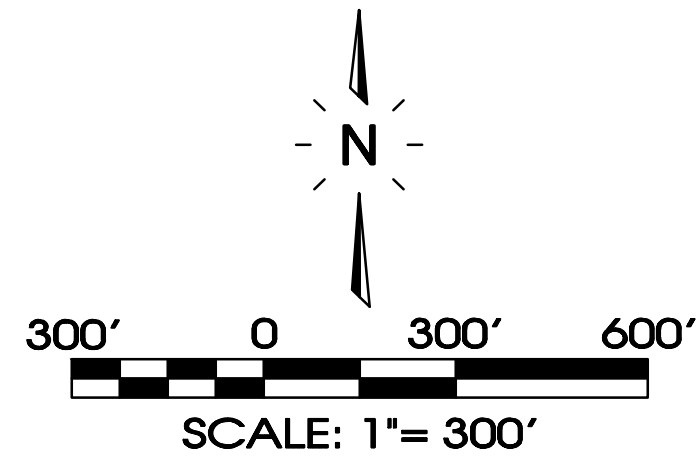
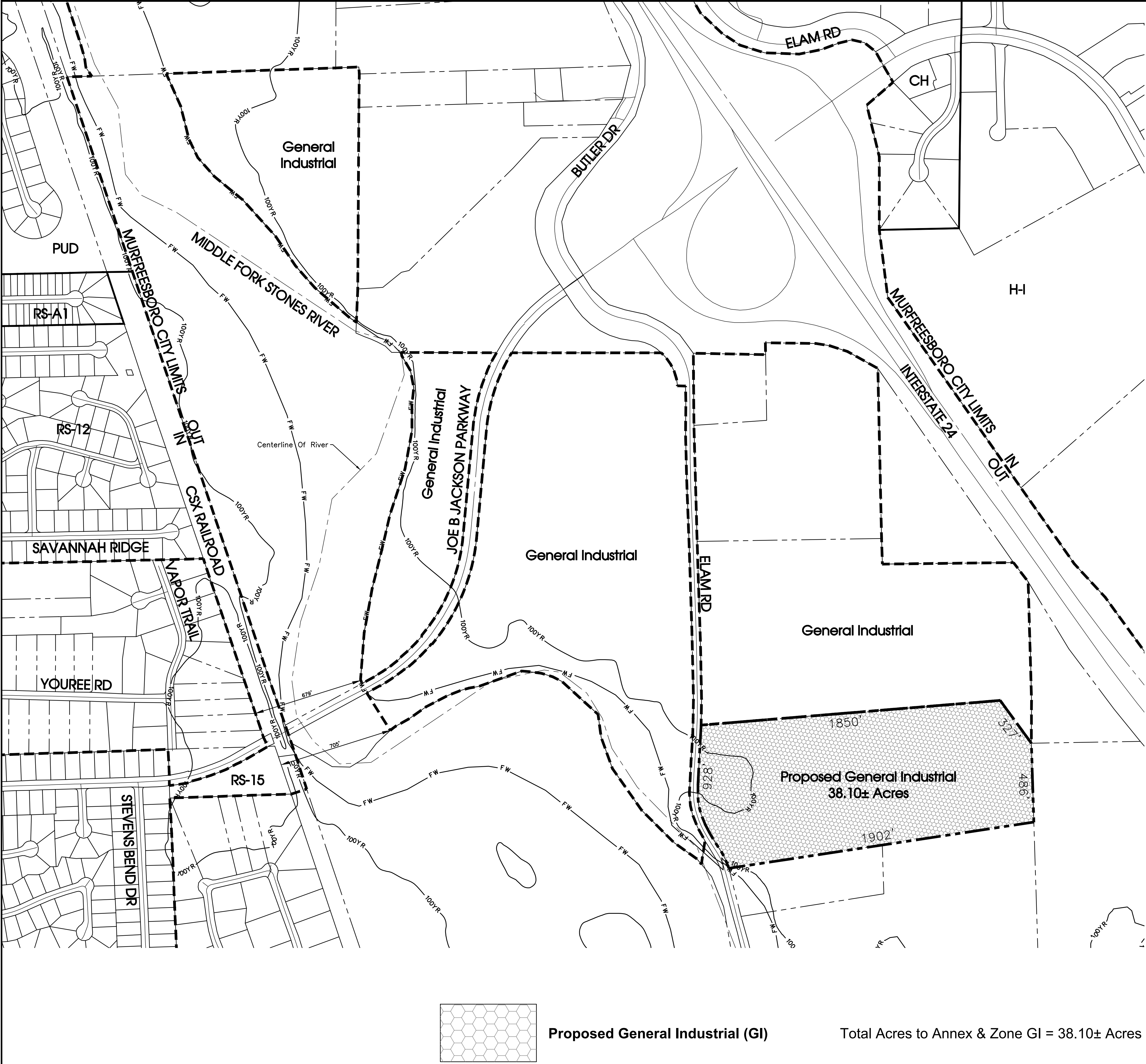
300ft  
-86.369 35.773 Degrees

Esri Community Maps Contributors

App State

Click to restore the map extent and layers visibility where you left off.

Press CTRL to enable and



Legend:			
	EXIST. CONCRETE MONUMENT		INLET PROTECTION FILTER
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)		HC SIGN
	EXIST. SIGN POST		HEADWALL
	EXIST. SEWER CLEANOUT		WINGED HEADWALL
	EXIST. MANHOLE (SEWER & PHONE)		MANHOLE
	EXIST. CATCH BASIN (STORM SEWER)		PROPOSED SPOT ELEVATION
	EXIST. WATER/GAS VALVE		EXIST. SPOT ELEVATION
	EXIST. TELEPHONE RISER		POST INDICATOR VALVE
	EXIST. GAS RISER		REDUCER
	ELECTRICAL ENCLOSURE		REMOTE FIRE DEPT. CONNECTION
	EXIST. WATER METER		REVISION NUMBER
	EXIST. UTILITY POLE		RIP RAP
	EXIST. FIRE HYDRANT		RUNOFF FLOW ARROW
	BENCHMARK		SEWER/STORM FLOW DIRECTION
	BLOW OFF VALVE		TRAFFIC ARROW
	CONCRETE BOLLARD		TURN LANE ARROWS
	CATCH BASIN		VAN ACCESSIBLE HANDICAP DESIGNATION
	CURB INLET		WATER METER
	AREA DRAIN		WHEEL STOP
	CONCRETE THRUST BLOCK		GREASE TRAP
	DOUBLE DETECTOR CHECK VALVE		DRAINAGE STRUCTURE DESIGNATION
	FIRE DEPT. CONNECTION		DRAINAGE PIPE DESIGNATION
	FIRE HYDRANT		CONCRETE SIDEWALK
	GAS METER		EXTRUDED CURB
	GATE VALVE & BOX		CURB & GUTTER
	EXTERIOR CLEANOUT		CONCRETE SWALE
EXISTING PHONE		PH	
EXISTING ELECTRIC		OH	
PROPERTY LINE			
EASEMENTS			
RIGHT OF WAY		ROW	
EROSION CONTROL SILT FENCE		SF SF	
EXISTING TREELINE			
EXISTING FENCELINE		X X	
MINIMUM BUILDING SETBACK LINE		MBSL	
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.

ENGINEERING • SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD  
MURFREESBORO, TENNESSEE 37129  
PHONE: (615) 890-7901  
WWW.SEC-CIVIL.COM  
FAX: (615) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.

The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the owner/developer to ensure that the construction of the site shown on these construction drawings is in total accordance with the design as noted, described, and illustrated. The engineer assumes no administrative liability or responsibility in the assurance that the site is constructed in accordance with the construction plans.

SITE ENGINEERING CONSULTANTS

Maples Property

Murfreesboro, Tennessee

REVISIONS:

DRAWN: SJA

DATE: 4-15-2021

CHECKED:

MAT

FILE NAME:

MaplesPropAnnexat

SCALE:

1"=300'

JOB NO:

04130

SHEET:

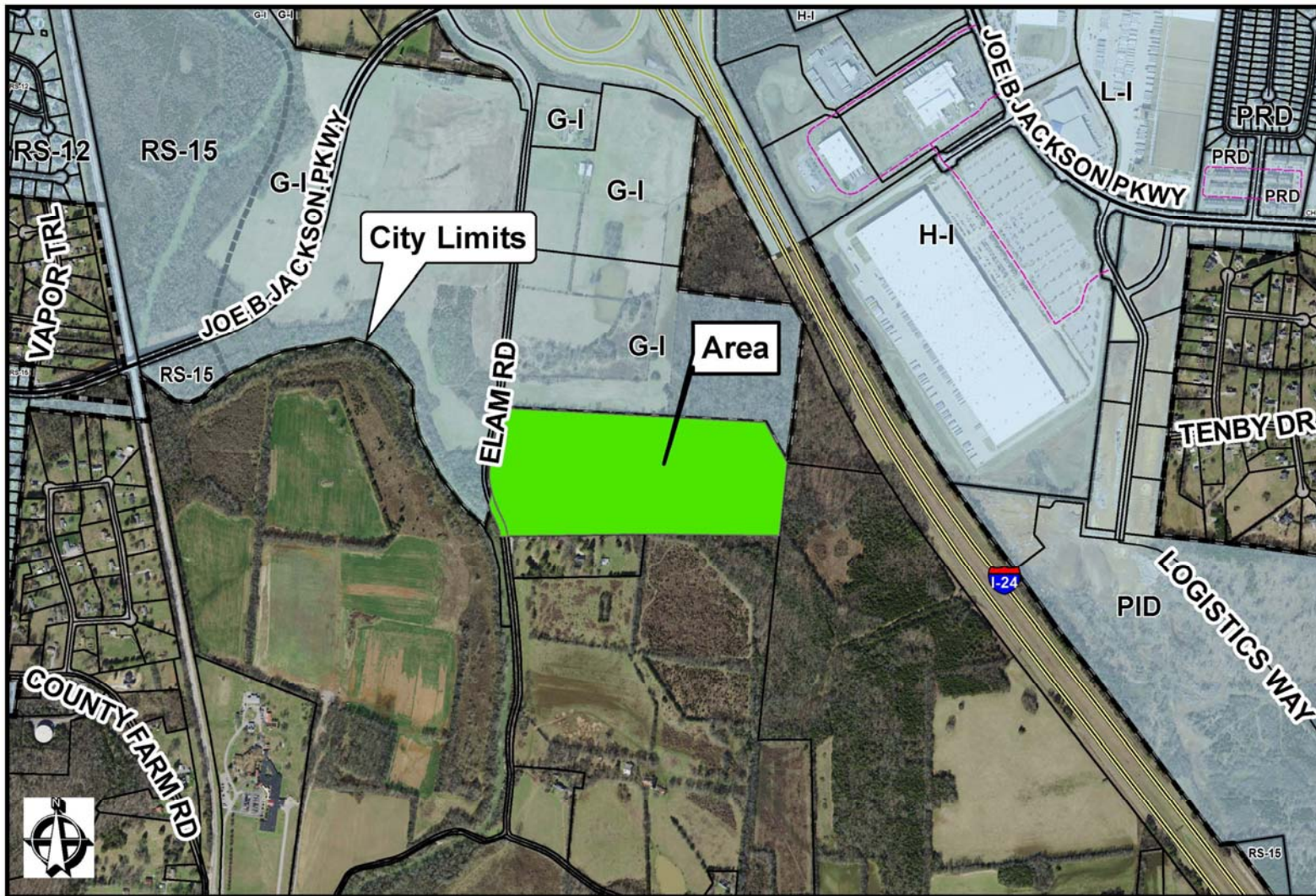
Annexation & Rezoning Exhibit

1 of 1

**ANNEXATION REPORT FOR PROPERTY LOCATED  
ALONG ELAM ROAD  
INCLUDING PLAN OF SERVICES  
(FILE 2021-501)**



**PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
JUNE 2, 2021  
*(Revised for the July 29, 2021 City Council Public Hearing)***



## Annexation Request for Property along Elam Road

0 500 1,000 2,000 3,000 4,000 Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

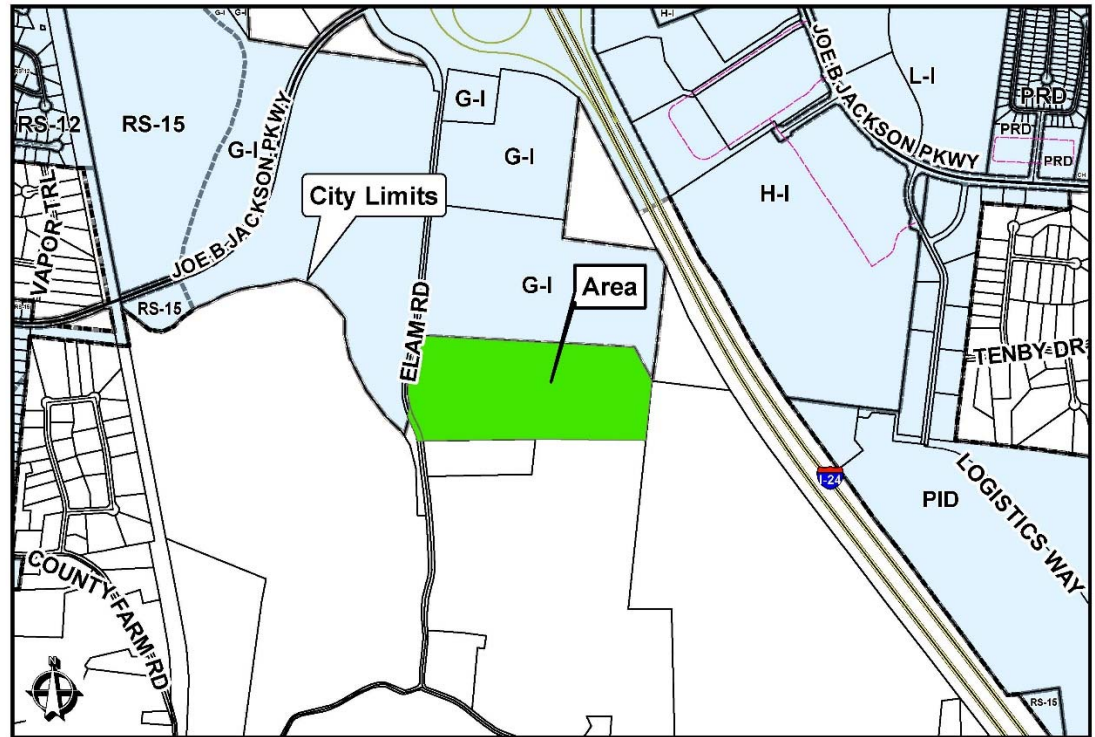
# INTRODUCTION

## **OVERVIEW**

The property owner, Ms. Laurel Maples, has submitted a petition requesting annexation by the City of Murfreesboro. The subject property is a 38.8-acre portion of a 185.5-acre parcel, located along the east side of Elam Road, south of Joe B Jackson Parkway and west of Interstate 24. The property tax map number is: Tax Map 135, Parcel 1.00. The requested property is currently undeveloped. Simultaneous with this application is a request to zone the property to General Industrial (GI).

The study area also includes a 275-foot long segment of Elam Road right-of-way in front of the subject property, bringing the total study area to approximately 39 acres. The Rutherford County Road Board has formally voted to consent to the annexation of the subject right-of-way.

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the north and western property lines.



### **Annexation Request for Property along Elam Road**

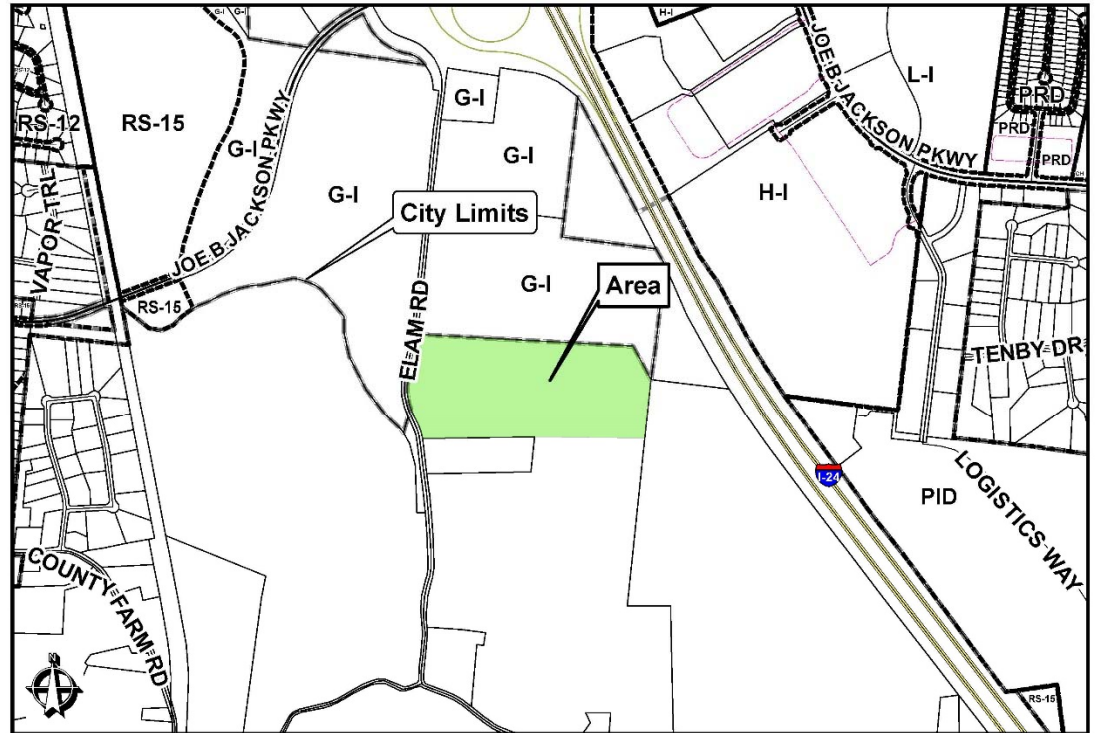
0 500 1,000 2,000 3,000 4,000 Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

## **CITY ZONING**

A separate application has been submitted by the owner, Ms. Laurel Maples, requesting G-I (General Industrial) zoning for the study area simultaneous with annexation. The subject parcel is currently zoned Residential Medium-Density (RM) in the County of Rutherford.

The adjacent zoning on the properties to the north, west, and northeast is GI; to the southwest, south, and east is RM in the County. The properties surrounding the parcel are primarily vacant and agricultural land.



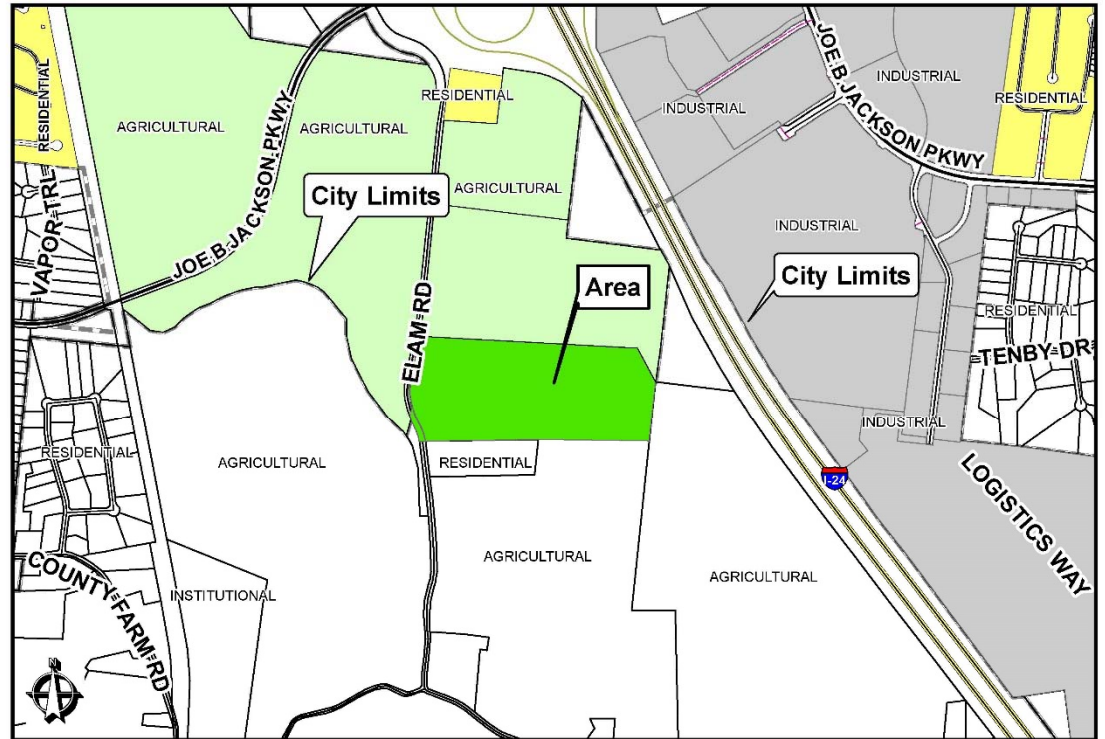
**Zoning Request for Property Located along Elam Road  
G-I Simultaneous with Annexation**

0 500 1,000 2,000 3,000 4,000 Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

## **PRESENT AND SURROUNDING LAND USE**

The study area is undeveloped agricultural land. The surrounding land uses are primarily vacant agricultural land. However, there is a single-family dwelling directly to the south of the study area.



**Annexation Request for Property along Elam Road**

0 500 1,000 2,000 3,000 4,000 Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2021 will be due on December 31, 2022. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

***Table I***  
***Estimated Taxes from Site***

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements + Yard Item Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Laurel Maples	185.5	\$76,763	\$0.00	\$19,190	\$247.45

These figures are for the property in its current state and are subject to change upon development. It should be noted that the numbers above are estimated based on the size of the study area versus the land value and assessment of the total parcel.

# **PLAN OF SERVICES**

## **POLICE PROTECTION**

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the subject parcel immediately upon the effective date of annexation. The Murfreesboro Police Department will be able to provide services immediately upon the effective date of annexation. If the property is zoned General Industrial, it will have little impact upon police services. This property is in Police Zone #7.

## **ELECTRIC SERVICE**

The study area is located inside the boundary of Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC has existing electric facilities along Elam Road in the study area. Any future development in the study area will be served by MTEMC.

To serve General Industrial zoning within the Study Area, the existing facilities will need to be upgraded. All new electrical

infrastructure installed to serve the proposed development will be required to adhere to MTEMC standards.

## **STREET LIGHTING**

Street lighting can be installed along Elam in the study area per the City's request. However, there are no plans by the City or MTEMC to install streetlights at this time.

## **SOLID WASTE COLLECTION**

The study area is currently vacant and will require no services from the Solid Waste Department in its current state. Because future development will be industrial, a private solid waste management service will be required at the time of development.

## **RECREATION**

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

## **CITY SCHOOLS**

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. There are no residences on the subject property, so the property will have no

impact on MCS in its current state. The property is located within the Salem Elementary School zone. Since the study area is proposed for General Industrial zoning, there would not be any impacts to the City Schools with future development.

### **BUILDING AND CODES**

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

### **PLANNING, ENGINEERING, AND ZONING SERVICES**

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new

development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

### **GEOGRAPHIC INFORMATION SYSTEMS**

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

### **STREETS AND ACCESS**

The annexation study area has access to the existing Elam Road roadway. Approximately 250 linear feet of Elam Road right-of-way (ROW) is included in the study area. Elam Road is an existing 2-lane, ditch section street. Upon annexation, the City would become responsible for operation and maintenance of this street. Based on a 20-year repaving cycle, the annualized maintenance cost is \$450 with State Street Aid and General Fund as funding sources. The addition of the ROW will also result in \$65 of capital cost with State Street Aid and General Fund as funding sources. Any new connections to Elam Road must be approved by the City Engineer. Additionally, development along this roadway may require improvements to include widening for turning lanes and ROW/easement dedication in accordance with the City's Substandard Street requirements. Providing an ingress/egress easement for 3907 Elam Road should be considered with development plans.

This property is affected by the City's Major Transportation Plan. This includes improvements to Elam Road to a 3-lane cross-

section. The applicant will be required to participate in those improvements and dedicate right-of-way as needed. Any future public roadway facilities to serve the study area must be constructed to City standards. Other than the aforementioned segment of Elam Road, no additional public roadways are included in the study area.

## **REGIONAL TRAFFIC & TRANSPORTION**

The study area is currently served by Elam Road as the major roadway facility. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates Elam Road to be operating at a Level of Service B in the study area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Elam Road operates at a level of service of D without the proposed improvements recommended in the 2040 MTP.

## **WATER SERVICE**

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. A 20--inch ductile iron water main (DIP) is located along east side of Elam Road. This water line can serve the annexation study area and the

future development, as illustrated in the attached exhibit.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUD's Developer Packet through CUD's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUD's development policies and procedures.

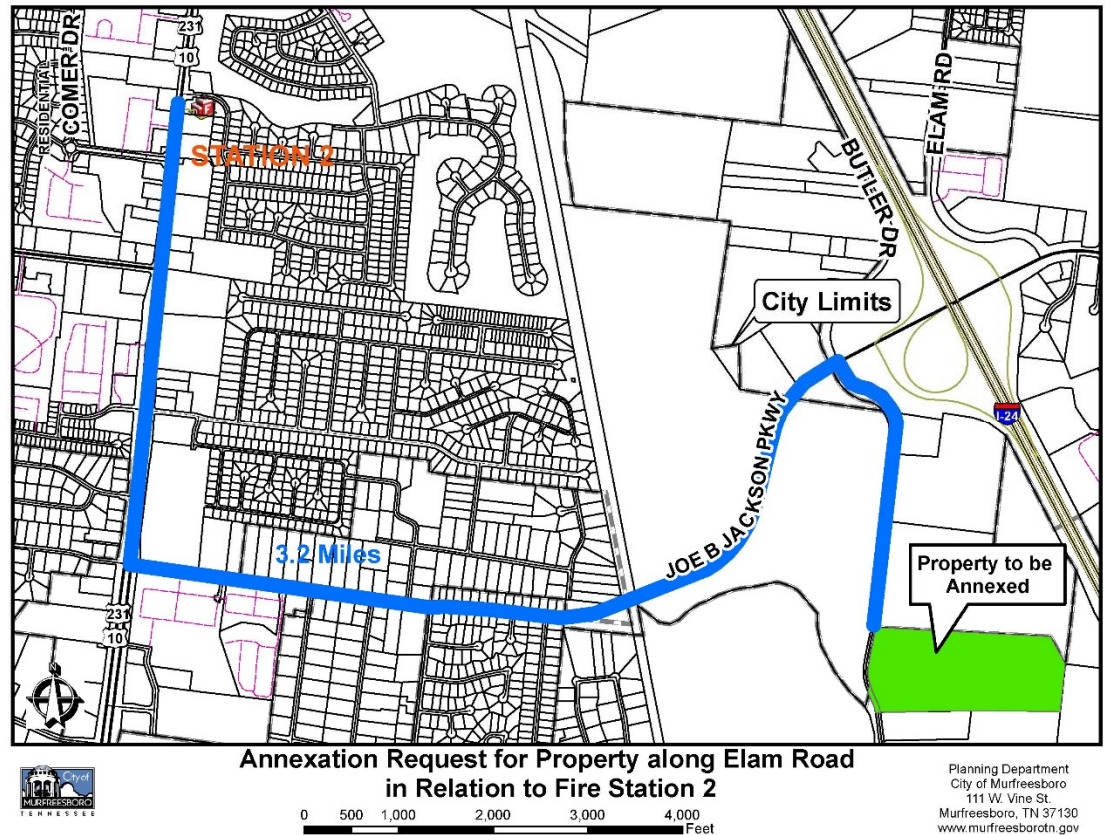
Elam Road Annexation Request



## **FIRE AND EMERGENCY SERVICE**

The study area is vacant land located along Elam Road. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. Fire protection will need to be extended on the site when it develops.

Currently the study area is located 3.2 miles from Fire Station #2 (2880 Runnymede Drive). The blue line on the adjacent map represents the linear distance range from the nearest fire station.



### **SANITARY SEWER SERVICE**

This property has an existing 15" sewer interceptor along the western property line that will serve the property. South of the property, this 15" interceptor flows into an existing sewer pump station which has an approximate capacity of 690 gallons per minute (gpm) with the capability of being easily upsized to 1300 gpm.

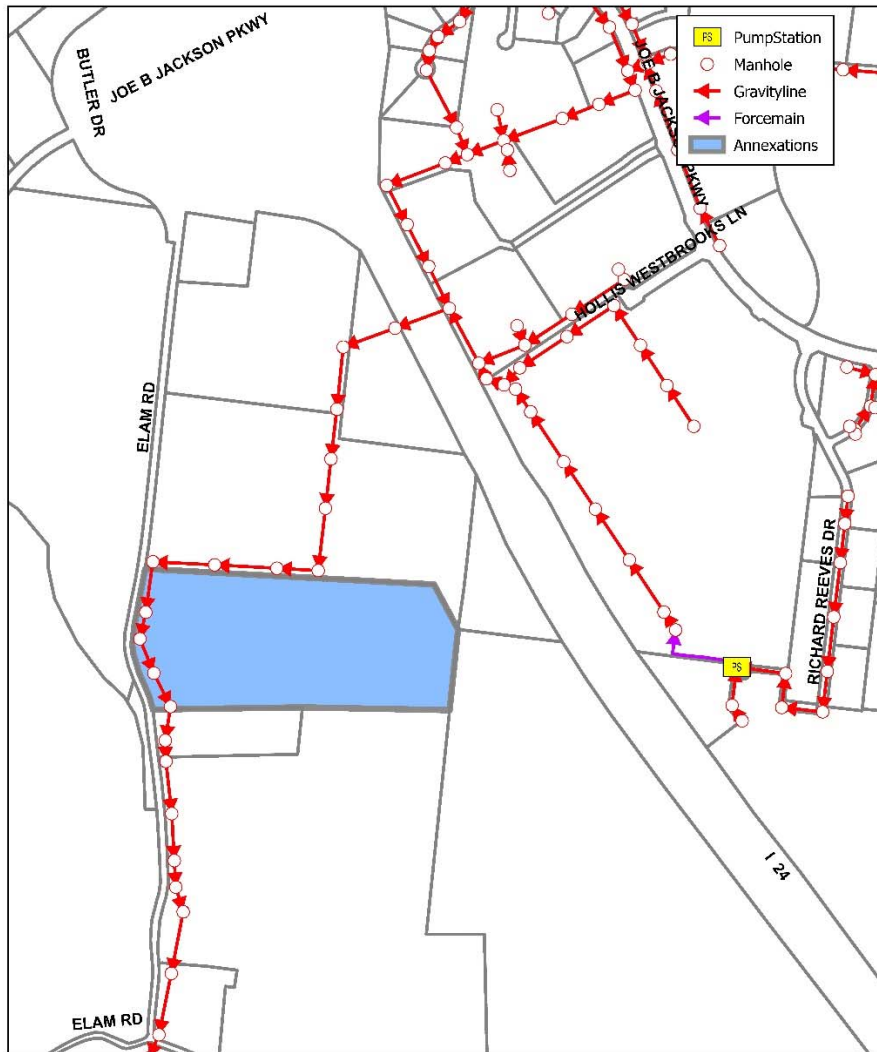
With regard to the City's Sewer Allocation Ordinance and the proposed zoning request of General Industrial (G-I), the property would be allotted 4.0 single family units per acre (sfu's/acre) if approved. One sfu is equivalent to 260 gallons per day (gpd). The total property acreage is 185.5 acres, but the annexation request is for approximately 38.8 acres. Therefore, the development would be allotted ~40,352 gpd ( $4.0 \times 260 \times 38.8$ ). Any development will be required to comply with the Sewer Allocation Ordinance. Should the proposed development exceed this flow, a request for a variance must be submitted for approval, through the Planning Department, and by City Council.

To reserve sewer capacity a Will Serve letter request must be submitted to the

Department. The Department will review the request as well as the Development's effect on the downstream pump station capacity and respond with instructions and requirements to reserve capacity.

Standard sanitary sewer connection fees for this tract of land as of July 1, 2020 will be \$2,550 per sfu. This property is also within the Buchanan/Elam Sanitary Sewer Assessment District. In addition to the standard sewer connection fee of \$2,550 per sfu, a charge of \$1,000 will also be assessed for each sfu equivalent.

All main line extensions and off-site sewer easements are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



MURFREESBORO WATER RESOURCES DEPARTMENT

## Annexation Request Elam Road



## **DRAINAGE**

### **Public Drainage System**

The drainage system along and within the roadway of Elam Road is included in the study area and the property has access to this drainage system. Routine operation and maintenance costs for the drainage system integral to Elam Road is included in the public roadway annualized costs.

No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

### **Regional Drainage Conditions**

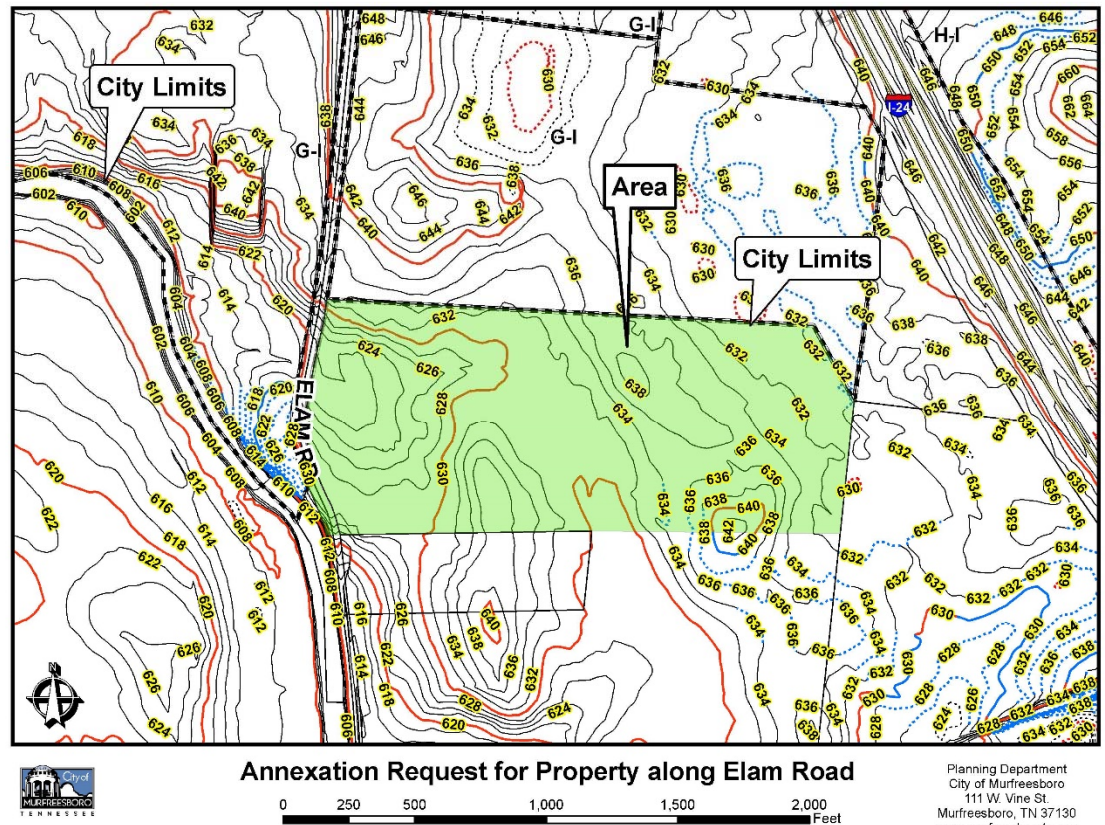
The west side of the study area drains to right-of-way of Elam Road. The northeast portion of the study area appears to drain to a closed depression in the top corner of the property. The southeast portion of the study area drains off site to the south. A portion of the study area is located in the 100-year floodplain.

### **Stormwater Management and Utility Fees**

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements

will be subject to the Stormwater Utility Fee. The property is currently vacant, which will generate \$0 in annual revenue for the Stormwater Utility Fee.

The study area has a proposed zoning of General Industrial (GI). Based on this development scenario, it is anticipated that the site will generate approximately \$30,000 in revenue per year into the Stormwater Utility Fund upon full build-out.

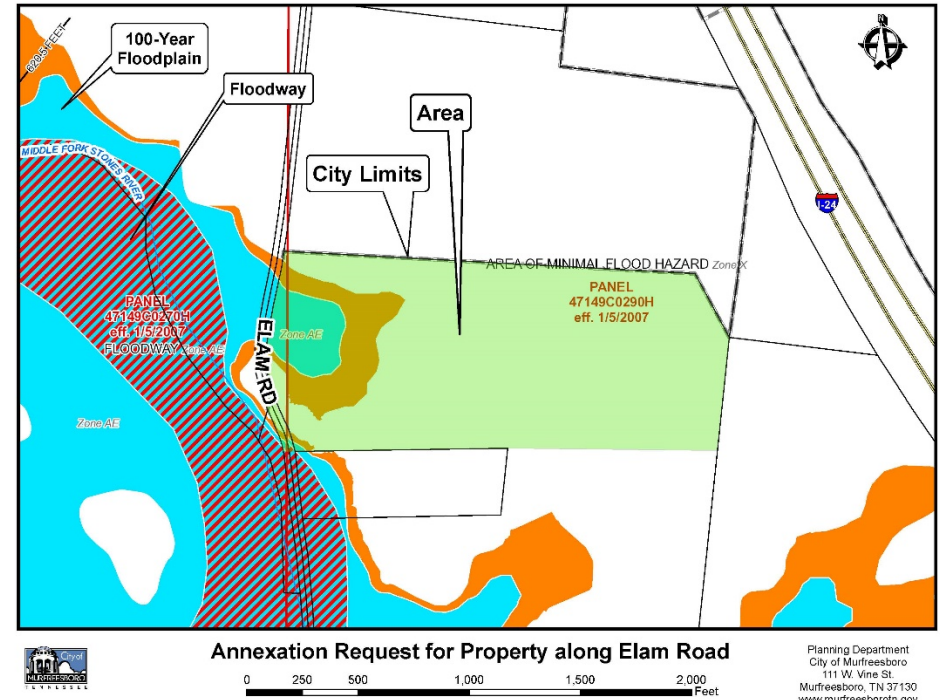


## **FLOODWAY**

The study area is partially located within the 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows a portion of the 100-year floodplain on the west side of the subject property.

## **ANNEXATION FOLLOW-UP**

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



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Chase Salas  
Warren Russell  
Shawn Wright  
Rick LaLance  
Jennifer Garland

**STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Brad Barbee, Planner  
Joel Aguilera, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Michele Emerson, Assistant City Engineer  
Sam Huddleston, Dev't Services Executive Dir.

**1. Call to order:**

Chair Kathy Jones called the meeting to order at 6:00 pm.

**2. Determination of a quorum.**

Chair Jones determined that a quorum was present.

**3. Approve minutes of the April 21, 2021 & May 5, 2021 Planning Commission meetings:**

Mr. Chase Salas moved to approve the Minutes of the April 21, 2021 and May 5, 2021 meetings; the motion was seconded by Mr. Warren Russell; there being no discussion the motion carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

## **Annexation petition and plan of services [2021-501] for approximately 39 acres**

**located along Elam Road, Laurel H. Maples applicant.** Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Jones opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Chair Jones closed the public hearing.

There being no further discussion, Mr. Chase Salas made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Ms. Jennifer Garland and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

## **Zoning application [2021-408] for approximately 39 acres located along Elam Road to be zoned G-I simultaneous with annexation, Laurel H. Maples applicant.**

Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JUNE 2, 2021  
PROJECT PLANNER: MARINA RUSH**

- 5.c. Zoning application [2021-408] for approximately 39 acres located along Elam Road to be zoned G-I simultaneous with annexation, Laurel H. Maples applicant.**

The subject property is 38.8-acre portion of a 185.5-acre parcel located along Elam Road, south of Joe B Jackson Parkway and west of Interstate 24. It is currently undeveloped and partially wooded. The property tax map number is: Tax Map 135, Parcel 1.00. The applicant, Laurel H. Maples, has submitted an application to zone the subject property to General Industrial (GI) simultaneous with the request for annexation into the City.

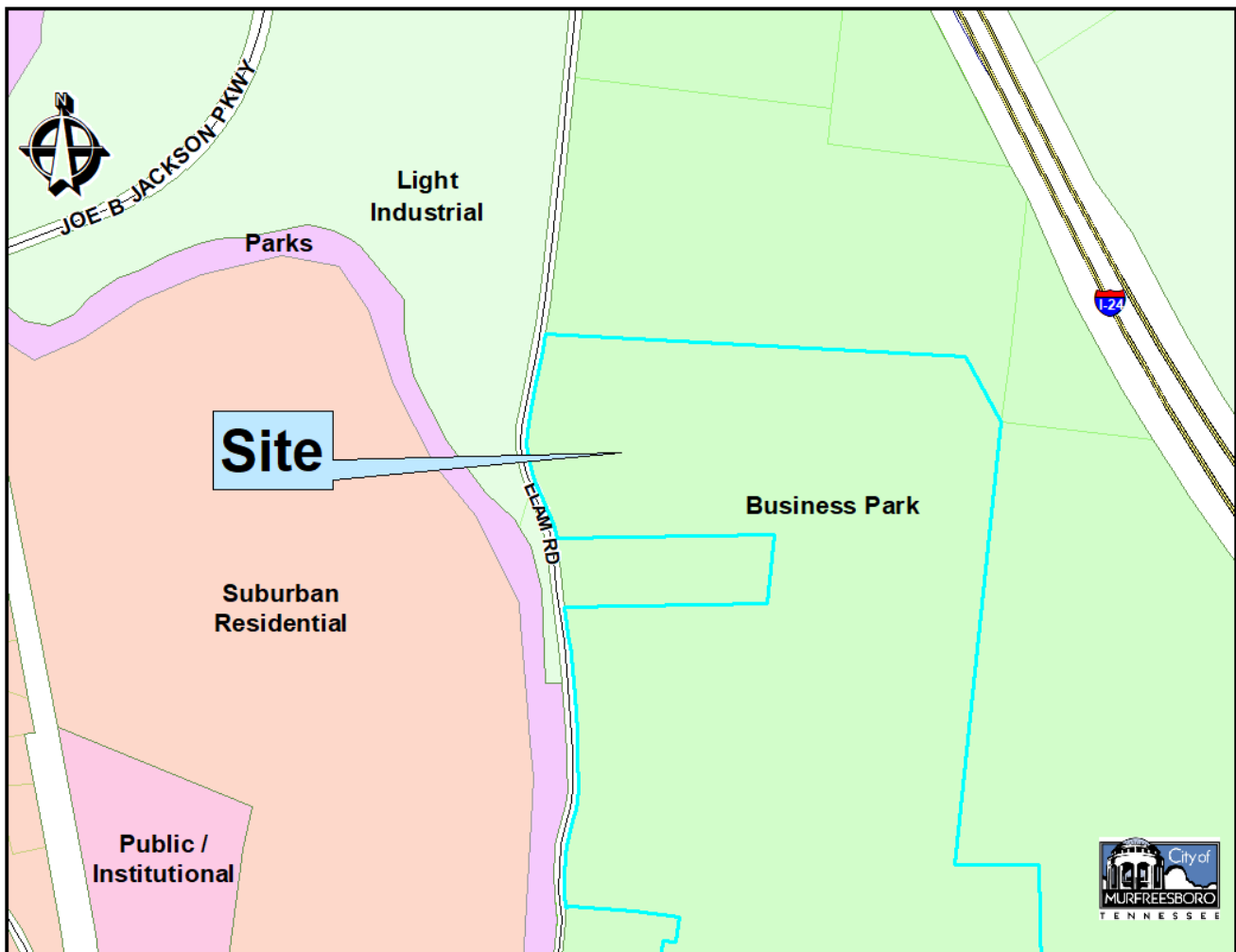
**Adjacent Zoning and Land Uses**

The subject property is currently zoned RM (Residential Medium Density) in the unincorporated County. The adjacent zoning on the properties to the north and northeast is GI; to the west, south and east is RM in the County. The properties surrounding the parcel are primarily vacant and agricultural land.

**Future Land Use Map**

The future land use map of the Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt below) indicates that Business Park is the most appropriate land use character for the project area. Business Park character is typically office or light industrial, not residential and includes public and institutional uses. GI zoning is a newer zoning district, approved after the adoption of the Murfreesboro 2035 plan and as such is not a listed zoning district as compatible in any of the land use designations. The GI zoning could be considered compatible with the Business Park land use character.

## **Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)**



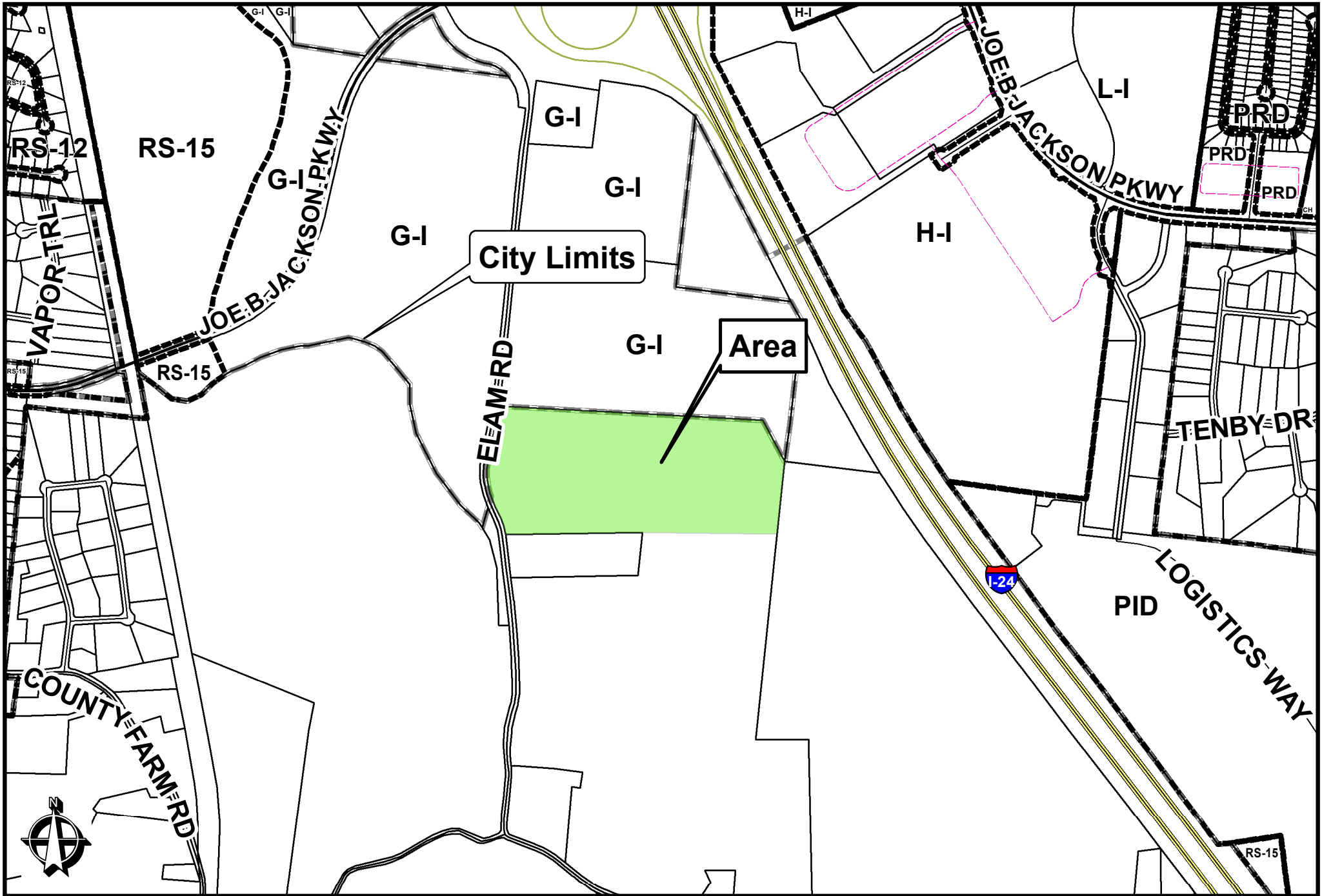
### **Recommendation:**

Staff supports the zoning request to General Industrial (GI) for the following reasons:

- 1) Proposed GI zone will allow development of industrial and the Future Land Use Map identifies this area as Business Park, which has primary characteristics of office or light industrial, not residential, and includes public and institutional uses.
- 2) Along the north property line is property zoned GI; this zoning would be consistent with the zoning of the property to the north and northeast.

### **Action needed**

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

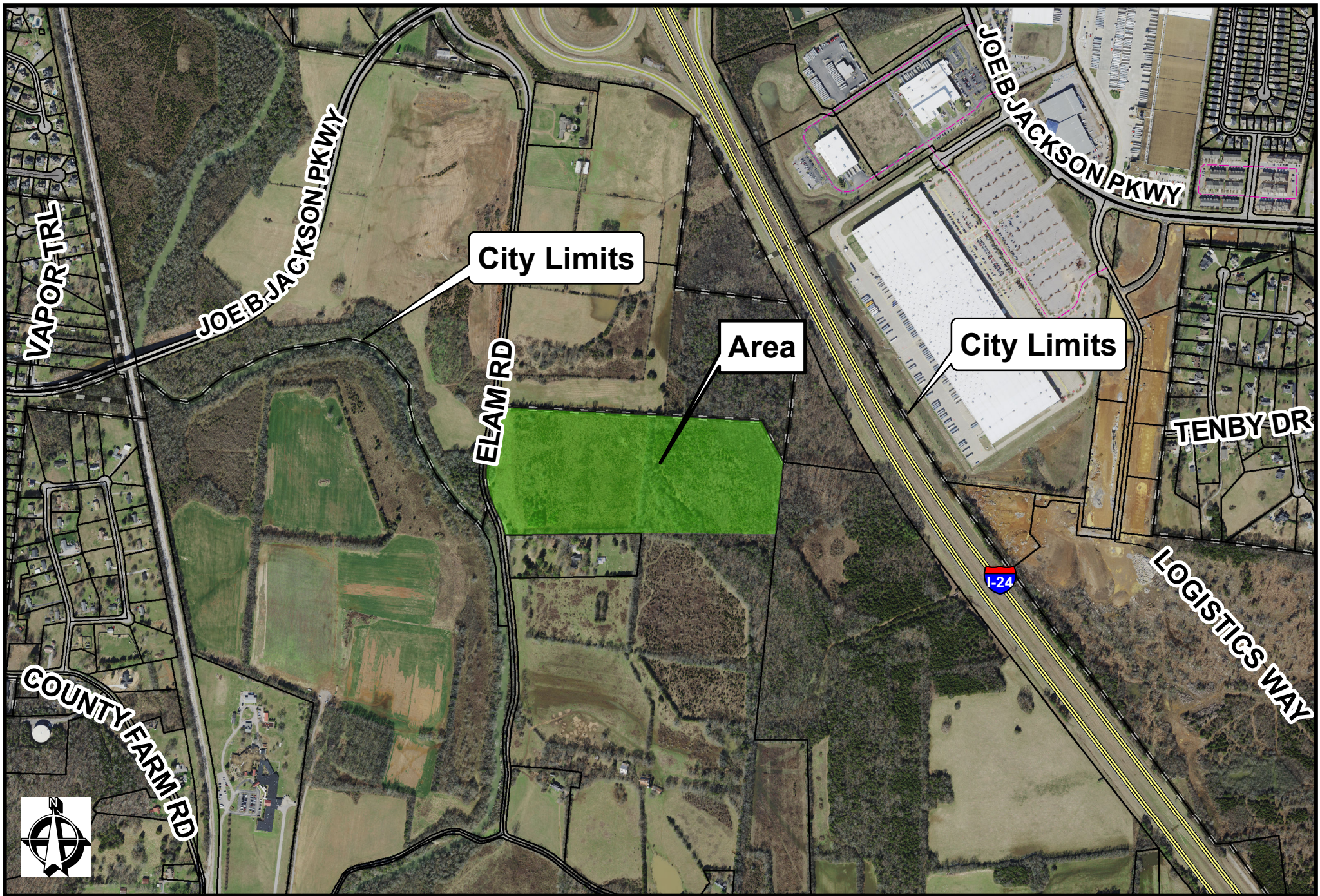


## Zoning Request for Property Located along Elam Road G-I Simultaneous with Annexation

0 500 1,000 2,000 3,000 4,000 Feet



Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## Zoning Request for Property Located along Elam Road G-I Simultaneous with Annexation

0 500 1,000 2,000 3,000 4,000 Feet



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City of Murfreesboro  
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Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



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

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: Laurel H. Maples

Address: 4537 Elam Rd. City/State/Zip: Murfreesboro, TN 37127

Phone: 615-653-2981 cell E-mail address: lhmap311@bellsouth.net  
615-890-2197 home

PROPERTY OWNER: Laurel H. Maples

Street Address or property description: ELAM RD. - APPROX. 38.8 ACRES

and/or Tax map #: 135 Group: \_\_\_\_\_ Parcel (s): 1.00

Existing zoning classification: RM (COUNTY)

Proposed zoning classification: GENERAL INDUSTRIAL Acreage: APPROX. 38.8 AC

Contact name & phone number for publication and notifications to the public (if different from the applicant): John Harney CELL 615/542-0715

E-mail: JohnH@Parks-Group.com

APPLICANT'S SIGNATURE (required): Laurel H. Maples

DATE: 04/14/2021

\*\*\*\*\*For Office Use Only\*\*\*\*\*  
2021-4081501

Date received: \_\_\_\_\_ MPC YR.: \_\_\_\_\_ MPC #: \_\_\_\_\_

Amount paid: \$1200.00

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Creating A Better Quality Of Life

Map Gallery

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Measurement

| Acres

Measurement Result

38.8 Acres

Clear

300ft

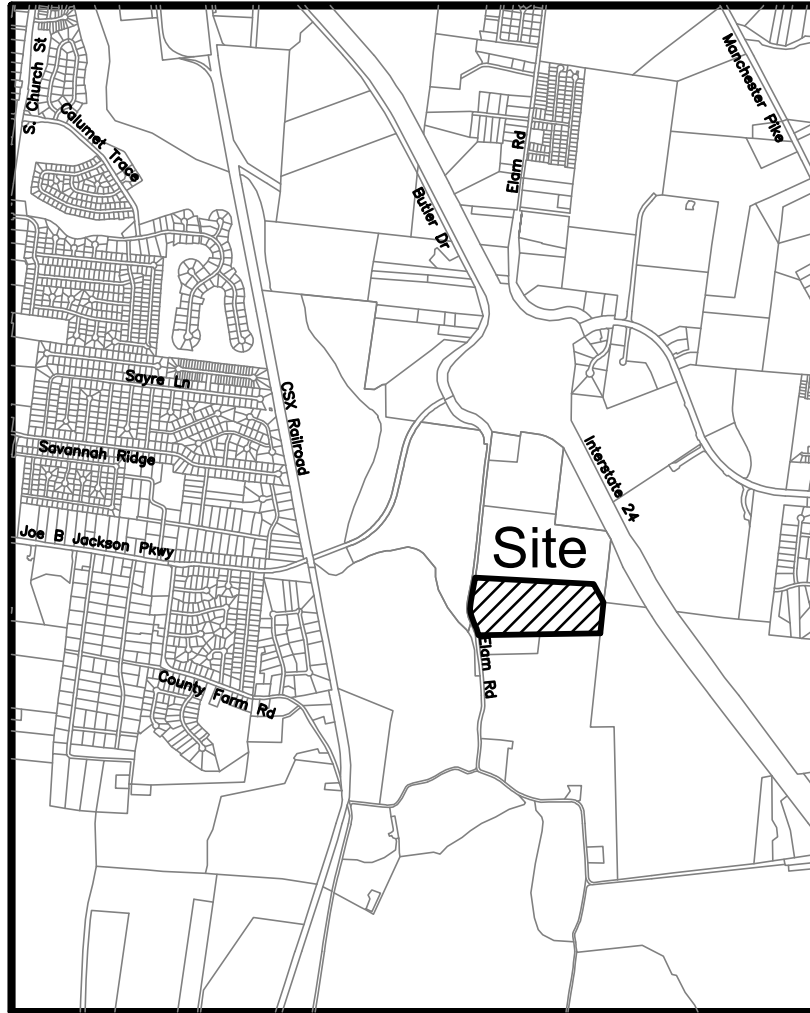
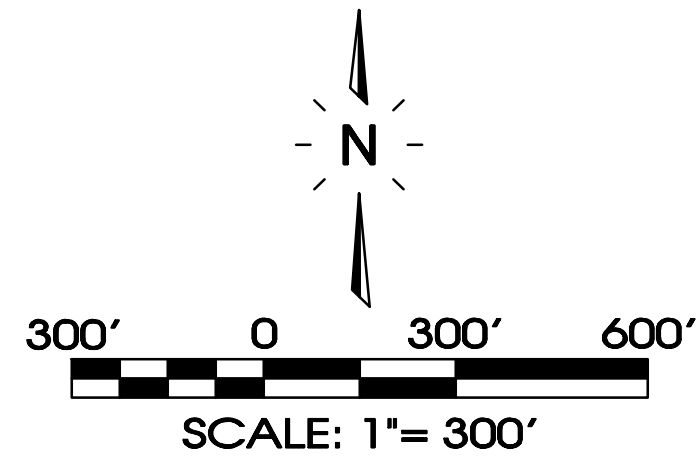
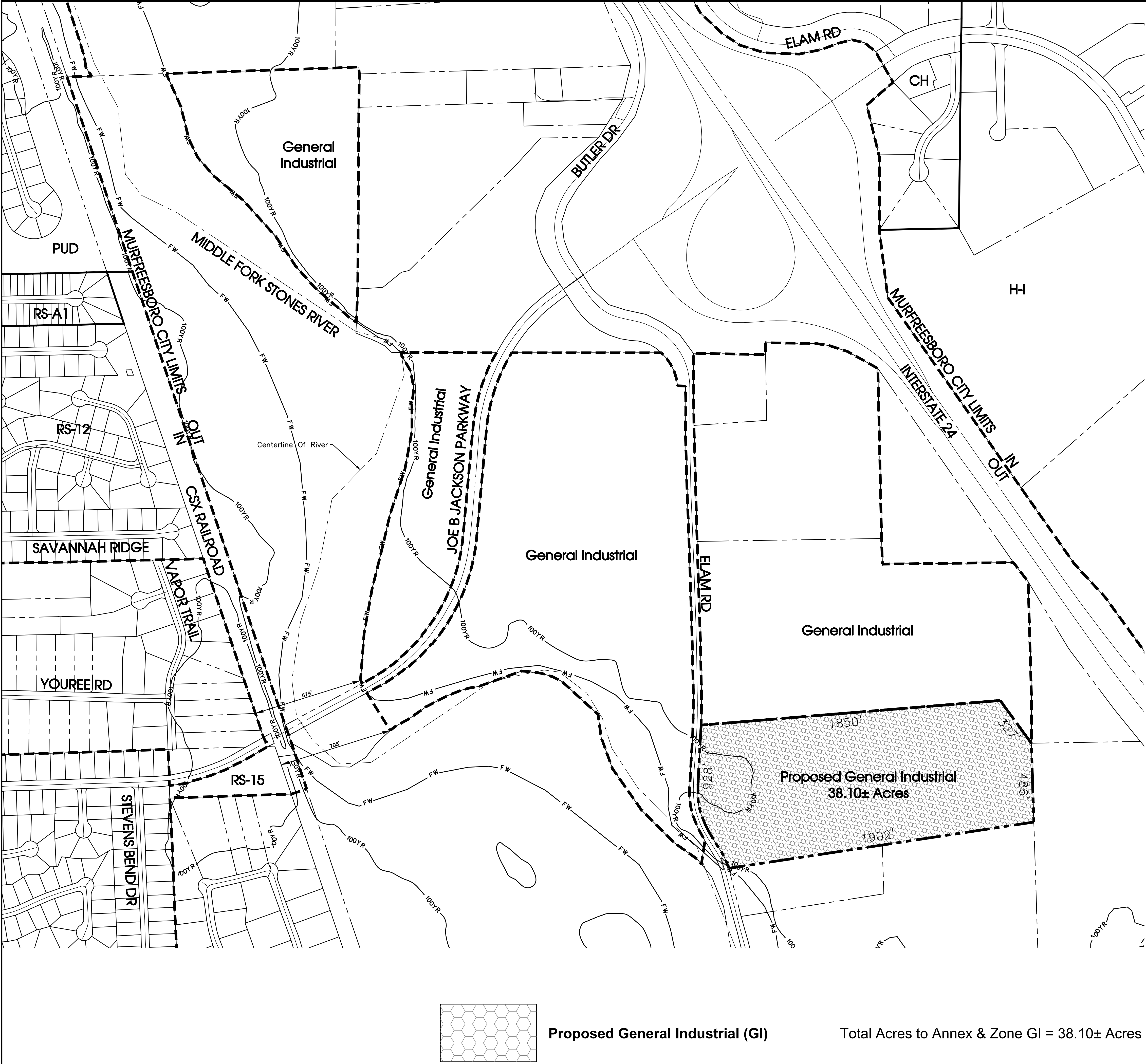
-86.369 35.773 Degrees

Esri Community Maps Contributors

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Click to restore the map extent and layers visibility where you left off.

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Legend:			
	EXIST. CONCRETE MONUMENT		INLET PROTECTION FILTER
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)		HC SIGN
	EXIST. SIGN POST		HEADWALL
	EXIST. SEWER CLEANOUT		WINGED HEADWALL
	EXIST. MANHOLE (SEWER & PHONE)		MANHOLE
	EXIST. CATCH BASIN (STORM SEWER)		PROPOSED SPOT ELEVATION
	EXIST. WATER/GAS VALVE		EXIST. SPOT ELEVATION
	EXIST. TELEPHONE RISER		POST INDICATOR VALVE
	EXIST. GAS RISER		REDUCER
	ELECTRICAL ENCLOSURE		REMOTE FIRE DEPT. CONNECTION
	EXIST. WATER METER		REVISION NUMBER
	EXIST. UTILITY POLE		RIP RAP
	EXIST. FIRE HYDRANT		RUNOFF FLOW ARROW
	BENCHMARK		SEWER/STORM FLOW DIRECTION
	BLOW OFF VALVE		TRAFFIC ARROW
	CONCRETE BOLLARD		TURN LANE ARROWS
	CATCH BASIN		VAN ACCESSIBLE HANDICAP DESIGNATION
	CURB INLET		WATER METER
	AREA DRAIN		WHEEL STOP
	CONCRETE THRUST BLOCK		GREASE TRAP
	DOUBLE DETECTOR CHECK VALVE		DRAINAGE STRUCTURE DESIGNATION
	FIRE DEPT. CONNECTION		DRAINAGE PIPE DESIGNATION
	FIRE HYDRANT		CONCRETE SIDEWALK
	GAS METER		EXTRUDED CURB
	GATE VALVE & BOX		CURB & GUTTER
	EXTERIOR CLEANOUT		CONCRETE SWALE
EXISTING PHONE		PH	
EXISTING ELECTRIC		OH	
PROPERTY LINE			
EASEMENTS			
RIGHT OF WAY		ROW	
EROSION CONTROL SILT FENCE		SF SF	
EXISTING TREELINE			
EXISTING FENCELINE		X X	
MINIMUM BUILDING SETBACK LINE		MBSL	
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.

ENGINEERING • SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BOULEVARD  
MURFREESBORO, TENNESSEE 37129  
PHONE: (615) 890-7901  
WWW.SEC-CIVIL.COM  
FAX: (615) 895-2567

NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT THE EXPRESSED WRITTEN CONSENT OF SEC, INC.

The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the owner/developer to ensure that the construction of the site shown on these construction drawings is in total accordance with the design as noted, described, and illustrated. The engineer assumes no administrative liability or responsibility in the assurance that the site is constructed in accordance with the construction plans.

SITE ENGINEERING CONSULTANTS

Maples Property

Murfreesboro, Tennessee

Annexation & Rezoning Exhibit

1 of 1

Chart 1  
Page 1 of 8

Revised: 07/18/19

CHART 1.

USES PERMITTED BY ZONING DISTRICT.

APPENDIX A - ZONING

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																																		
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R <sup>2</sup>	OG <sup>2</sup>	CL <sup>2</sup>	CF <sup>2,14</sup>	CH <sup>2</sup>	MU <sup>2</sup>	CBD <sup>2</sup>	HI <sup>2</sup>	GI <sup>2</sup>	L <sup>2</sup>	CM-RS-8 <sup>2</sup>	CM-R <sup>2</sup>	CM <sup>2</sup>	CU	P									
DWELLINGS																																			
Single-Family detached	X	X	X	X	X	X	X	X	X	X		X		X									X	X		X									
Single-Family attached							X	X	X	X		X		X									X		X										
Two-Family							X	X	X			X		X										X		X									
Three-Family								X	X			X		X										X		X									
Four-Family								X	X			X		X										X		X									
Multiple-Family								X <sup>21</sup>	X <sup>21</sup>								X <sup>21</sup>	X <sup>21</sup>								X									
OTHER HOUSING																																			
Accessory Apartment	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>				S <sup>8</sup>																									
Accessory Dwelling Unit												X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>														
Assisted-Care Living Facility <sup>15</sup>							S	X	X	X		X		X	X	X	X	X					X	X	X	S									
Bed-and-Breakfast Homestay	S	S	S	S	S		S	S	X	S		S		X	X	X		X					S	S	S	X									
Bed-and-Breakfast Inn	S	S	S	S	S		S	S	S	S		S		S	X	X		X					S	S	S	S									
Boarding House <sup>15</sup>							S	S	X	X		S		X	X	X		X						S	S	X									
Emergency Shelter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X								
Extended Stay Hotel/Motel																X	X																		
Family Crisis Shelter												S		S	S	S			S	S	S		S												
Family Violence Shelter								S	S			S	S	S	X	X			X	X	X		X	S	S										
Fraternity/Sorority												S		S	S	S							S	S	S										
Group Shelter								S	S			S	S	S	S	S			S	S															
Class I Home for the Aged <sup>15</sup>	S	S	S	S	S	S	S	X	X	X		X		X	X	X		X					S	S	S	S									
Class II Home for the Aged <sup>15</sup>	S	S	S	S	S		S	S	S	S		S		X	X	X		X					S	S	S	S									
Class III Home for the Aged <sup>15</sup>								S	S			S		S	X	X	X	X					S	S	S	S									
Hotel																X	X	X	X	X	X														
Mission <sup>10</sup>																			S	S	S														
Mobile Homes											X																								
Motel																X	X		X	X	X														
Rooming House							S	S	S									X					S	S	X										
Student Dormitory									S																	X									
Transitional Home							S	S	S			S	S										S	S											
INSTITUTIONS																																			
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		X	X	X	X	X	X		X	X	X	S	X	X											
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	X	S	X	X	X		X	X	X	X	X	X	X											
Airport, Heliport	S	S	S	S	S	S	S	S		S						S			S	S	S	S	S	S	S	S	S								
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S			S	S	S														
Church <sup>13</sup>	S	S	S	S	S	S	S	X	X	S	S	S	X	X	X	X	X	X	X	X	X	S	S	X	X										
College, University												X	X				X						X		X										

X = Use permitted by right.

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

Chart 1  
Page 2 of 8

Revised: 07/18/19

APPENDIX A - ZONING

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																		
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R <sup>2</sup>	OG <sup>2</sup>	CL <sup>2</sup>	CF <sup>2,14</sup>	CH <sup>2</sup>	MU <sup>2</sup>	CBD <sup>2</sup>	HI <sup>2</sup>
Day-Care Center							S	S	S		S	S	S	X	X	X	X	X	X
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X	X	X	X
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X		X	X
Hospital												X	X				X		X
Lodge, Club, Country Club <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X
Mental Health Facility												X	X	X		X	X	X	X
Morgue																X	X		X
Museum							S	S	S			S	S	S	X	X	X	X	X
Nursing Home												X	X	S	S	S	X		X
Nursery School							S	S	S		S	S	S	S	S	X		S	S
Park	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Philanthropic Institution							S	S	S			X	X	X	X	X	X	X	X
Pet Cemetery	S	S	S											S	S			S	S
Public Building <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X
Recreation Field <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X
Senior Citizens Center	S	S	S	S	S	S	S	X	X	S		X	X	X	X	X	X	X	S
School, Public or Private, Grades K - 12 <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X
Student Center								S	S			S	S	S	S	S	X		S
<b>AGRICULTURAL USES</b>																			
Customary General Farming	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>				X <sup>6</sup>	X		X	X
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	S				X	X		X	X
Farm Labor and Management Services												X	X	X	X	X		X	X
Fish Hatcheries and Preserves																X		X	X
Grain, Fruit, Field Crop and Vegetable Cultivation and Storage	X	X	X	X	X	X	X	X	X	X	X							X	X
Livestock, Horse, Dairy, Poultry, and Egg Products	S	S	S	S	S	S	S	S	S	S								X	X
Timber Tracts, Forest Nursery, Gathering of Forest Products	S	S	S	S	S	S	S	S	S	S	S							X	X
<b>COMMERCIAL</b>																			
Adult Cabaret																		X <sup>9</sup>	
Adult Entertainment Center																		X <sup>9</sup>	
Adult Motel																		X <sup>9</sup>	
Adults-Only Bookstore																		X <sup>9</sup>	
Adults-Only Motion Picture Theater																		X <sup>9</sup>	
Amusements, Commercial Indoor														X	X	X	X	X	S

X = Use permitted by right.

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

X = Use permitted by right.  
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## CHART 1

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

Chart 1  
Page 6 of 8

Revised: 07/18/19

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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Chart 1  
Page 5 of 8

Revised: 07/18/19

APPENDIX A - ZONING

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																			
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R <sup>2</sup>	OG <sup>2</sup>	CL <sup>2</sup>	CF <sup>2,14</sup>	CH <sup>2</sup>	MU <sup>2</sup>	CBD <sup>2</sup>	HI <sup>2</sup>	GI <sup>2</sup>
Motor Vehicle Sales (Automobiles)																S	S		X <sup>3</sup>	X <sup>3</sup>
Motor Vehicle Sales (Other Than Automobiles)																S	S		X	X
Motor Vehicle Service <sup>12</sup>																X	X		X	X
Movie Theater															X	X	X	X	X	X
Music or Dancing Academy															X	X	X	X	X	X
Offices												X	X	X	X	X	X	X	X	X
Optical Dispensaries												X	X		X	X	X	X	X	X
Pawn Shop																X		X	X	X
Personal Service Establishment														X	X	X	X	X	X	X
Pet Crematory															X	X			S	S
Pet Funeral Home															X	X			X	X
Pet Shops															X	X	X	X	X	X
Pharmacies												X	X	X	X	X	X	X	X	X
Photo Finishing														X	X	X	X	X	X	X
Photo Finishing Pick-Up Station														X	X	X	X		X	X
Radio, TV, or Recording Studio																X	X	X	X	X
Radio and Television Transmission Towers															S	S		S	S	S
Rap Parlor																		X <sup>3</sup>		
Reducing and Weight Control Service												X	X	X	X	X	X	X	X	X
Restaurant and Carry-Out Restaurant														X	X	X	X	X	X	X
Restaurant, Drive-In																X		X	X	X
Restaurant, Specialty														X	X	X	X	X	X	X
Restaurant, Specialty -Limited												S	S	X	X	X	X	X	X	X
Retail Shop, other than enumerated elsewhere														X	X	X	X	X	X	X
Salvage and Surplus Merchandise																X		X	X	X
Sauna																		X <sup>3</sup>		
Sheet Metal Shop																X		X	X	X
Shopping Center, Community																X	X	X	X	X
Shopping Center, Neighborhood														X	X	X		X	X	X
Shopping Center, Regional																X	X	X	X	X
Specialty Shop												X	X	X	X	X	X	X	X	X
Tavern																X		X	X	X
Taxidermy Studio																S		S	S	S
Towing <sup>12</sup>																X		X	X	X

X = Use permitted by right.

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

APPENDIX A - ZONING

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																		
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R <sup>2</sup>	OG <sup>2</sup>	CL <sup>2</sup>	CF <sup>2,14</sup>	CH <sup>2</sup>	MU <sup>2</sup>	CBD <sup>2</sup>	HI <sup>2</sup>
Furniture and Fixtures																			X
Jewelry																			X
Leather and Leather Products except tanning and finishing																			X
Leather and Leather Products, Tanning and Finishing																			X
Lumber and Wood Products																			X
Mobile Home Construction																			X
Musical Instruments																			X
Office/Art Supplies																			X
Paints																			X
Paper Mills																			S
Paper Products excluding paper and pulp mills																			X
Petroleum, Liquified Petroleum Gas and Coal Products except refining																			S
Petroleum and Coal Products Refining																			S
Pharmaceuticals																			X
Photographic Film Manufacture																			X
Pottery, Figurines, and Ceramic Products																			X
Primary Metal Distribution and Storage																			X
Primary Metal Manufacturing																			X
Printing and Publishing																X	X	X	X
Rubber and Plastic Products except rubber or plastic manufacture																			X
Rubber and Plastic Products, Rubber and Plastic Manufacture																			X
Saw Mills																			X
Scrap Processing Yard																			S
Scrap Metal Processors																			S
Scrap Metal Distribution and Storage																			S
Secondary Material Dealers																			S
Silverware and Cutlery																			X
Small Moulded Metal Products																			X
Sporting Goods																			X
Stone, Clay, Glass, and Concrete Products																			X
Textile, Apparel Products, Cotton--Factoring, Grading																			X
Textile, Apparel Products, Cotton Gin																			X

X = Use permitted by right.

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

APPENDIX A - ZONING

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																			
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	RMO	OG R <sup>2</sup>	OG <sup>2</sup>	CL <sup>2</sup>	CF <sup>2,14</sup>	CH <sup>2</sup>	MU <sup>2</sup>	CBD <sup>2</sup>	HI <sup>2</sup>	GI <sup>2</sup>
Tire Manufacture																			X	X
Tobacco Products																			X	X
Toiletries																			X	X
Transportation Equipment																			X	X
Warehousing, Transporting/Distributing <sup>18</sup>																			X	X
<b>TRANSPORTATION AND PUBLIC UTILITIES</b>																				
Bus Terminal or Service Facility																X			X	X
Garbage or Refuse Collection Service																			X	X
Refuse Processing, Treatment, and Storage																			S	
Gas, Electric, Water, Sewerage Production and/or Treatment Facility																			X	X
Landfill <sup>19</sup>																			S	
Post Office or Postal Facility														X	X	X	X	X	X	X
Telephone or Communication Services															X	X	X	X	X	X
Electric Transmission, Gas Piping, Water Pumping Station	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X
Taxicab Dispatch Station																X			X	X
Freight Terminal, Service Facility																X			X	X
<b>OTHER</b>																				
Advertising Sign																X			X	X
Home Occupations	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>		X			X			
Junkyard																			S	
Recycling center																S			X	X
Self-Service Storage Facility <sup>16</sup>														S	S	X	S		X	X
Wholesale Establishments																X		X	X	X
Temporary Mobile Recycling Center															S	S			S	S

X = Use permitted by right.

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

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Chase Salas  
Warren Russell  
Shawn Wright  
Rick LaLance  
Jennifer Garland

**STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Brad Barbee, Planner  
Joel Aguilera, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Michele Emerson, Assistant City Engineer  
Sam Huddleston, Dev't Services Executive Dir.

**1. Call to order:**

Chair Kathy Jones called the meeting to order at 6:00 pm.

**2. Determination of a quorum.**

Chair Jones determined that a quorum was present.

**3. Approve minutes of the April 21, 2021 & May 5, 2021 Planning Commission meetings:**

Mr. Chase Salas moved to approve the Minutes of the April 21, 2021 and May 5, 2021 meetings; the motion was seconded by Mr. Warren Russell; there being no discussion the motion carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

## **Annexation petition and plan of services [2021-501] for approximately 39 acres**

**located along Elam Road, Laurel H. Maples applicant.** Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Jones opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Chair Jones closed the public hearing.

There being no further discussion, Mr. Chase Salas made a motion to approve the annexation petition and plan of services subject to all staff comments; the motion was seconded by Ms. Jennifer Garland and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

## **Zoning application [2021-408] for approximately 39 acres located along Elam Road**

**to be zoned G-I simultaneous with annexation, Laurel H. Maples applicant.** Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

There being no further discussion, Mr. Warren Russell made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

**Zoning application [2021-409] for approximately 17.26 acres located along North Tennessee Boulevard to be rezoned from RM-16 and OG to PRD (The Pointe at Raiders Campus PRD), CREI-MTSU, LLC applicant.** Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brick Murfree, representing the application, spoke briefly about the project making known that a neighborhood meeting had been conducted about the redevelopment of this property. Mr. Clyde Rountree of Huddleston-Steele Engineering gave a presentation on the proposed improvements. Mr. Christopher Mouron, the applicant, then came forward to explain that the redevelopment proposal would be creating a new design and would eliminate the existing purpose-built development consisting of four-bedroom units. Once this proposal is finished, it would have an increased number of units while decreasing the number of potential residents. With the unit reconfiguration they would be adding and

**RESOLUTION 21-R-PS-21** to adopt a Plan of Services for approximately 39 acres located along Elam Road, Laurel H. Maples, applicant(s) [2021-501].

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

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

**WHEREAS**, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on June 2, 2021 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

**WHEREAS**, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on July 29, 2021, pursuant to a Resolution passed and adopted by the City Council on June 24, 2021, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on July 13, 2021; and,

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

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

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

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 21-R-A-21**, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

SEAL

Resolution 21-R-PS-21

City Limits

Area to be Annexed

ELAM RD

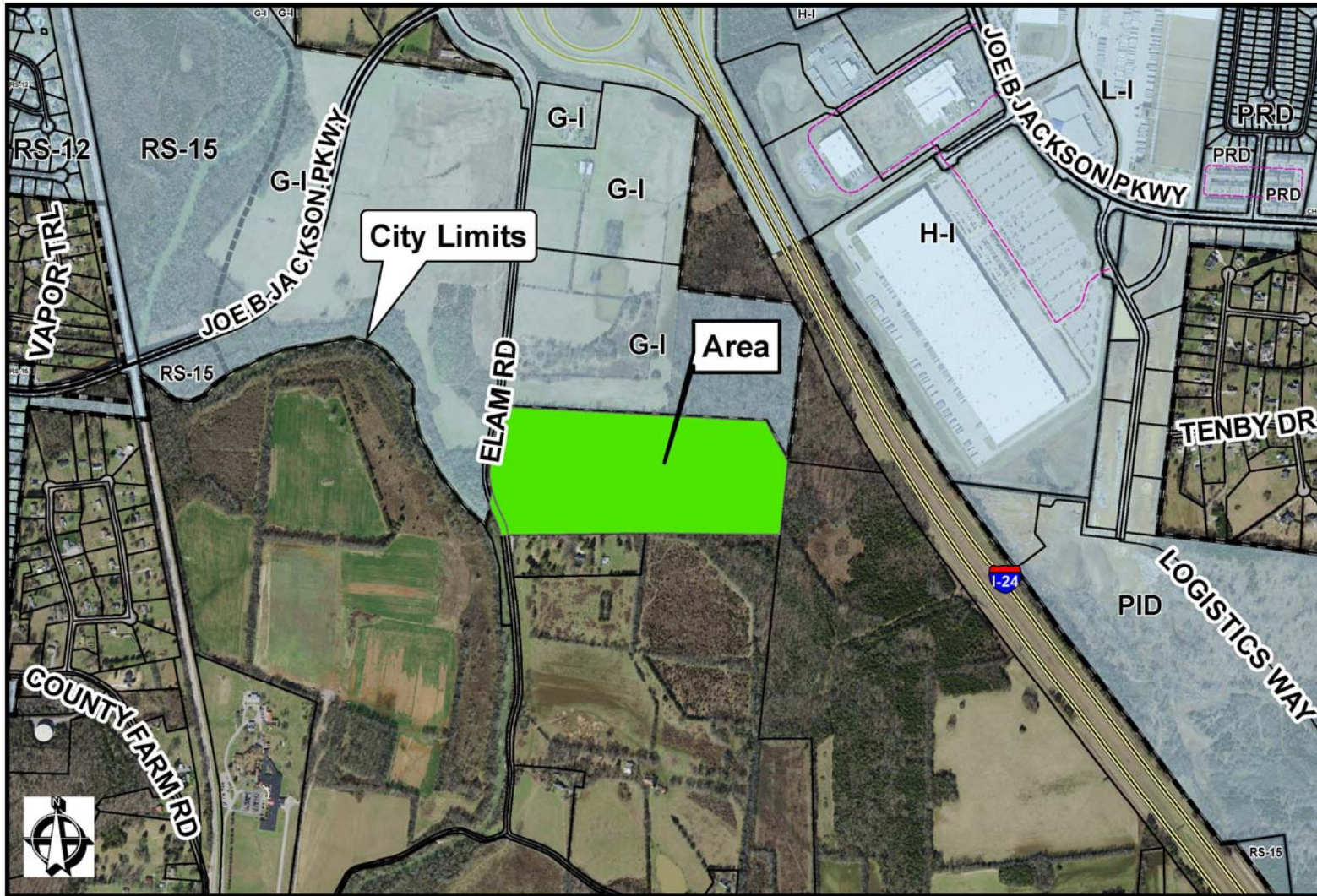


Resolution 21-R-PS-21

**ANNEXATION REPORT FOR PROPERTY LOCATED  
ALONG ELAM ROAD  
INCLUDING PLAN OF SERVICES  
(FILE 2021-501)**



**PREPARED FOR THE  
MURFREESBORO PLANNING COMMISSION  
JUNE 2, 2021  
*(Revised for the July 29, 2021 City Council Public Hearing)***



## Annexation Request for Property along Elam Road



Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

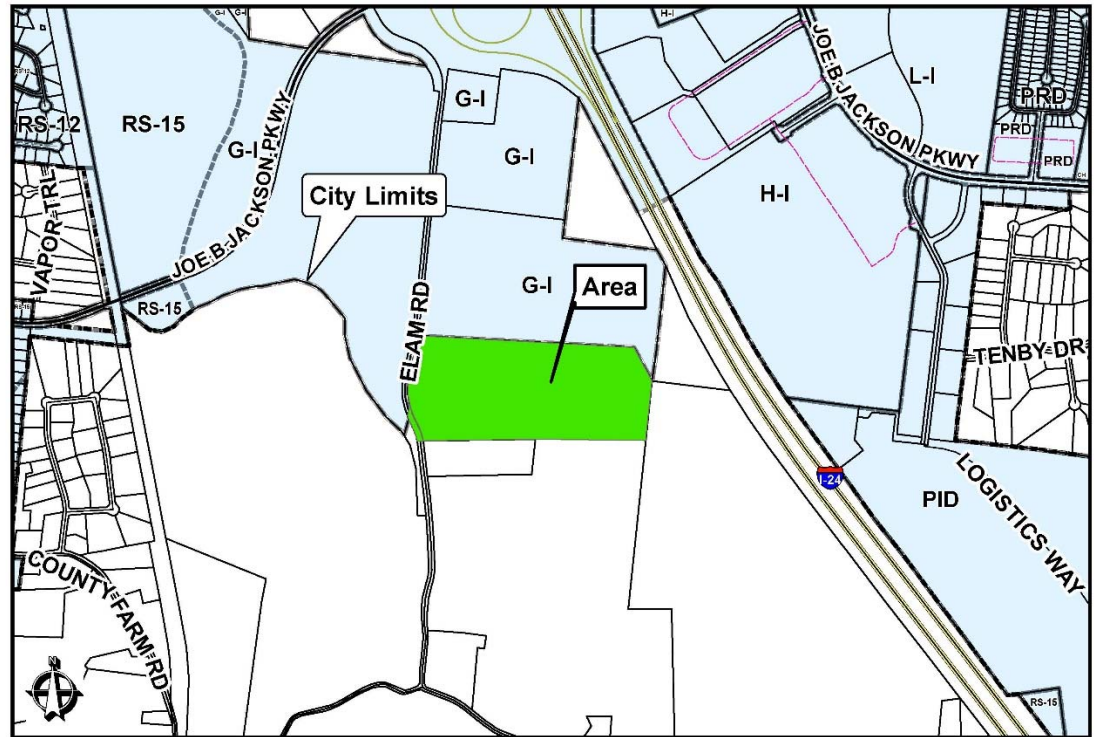
# INTRODUCTION

## **OVERVIEW**

The property owner, Ms. Laurel Maples, has submitted a petition requesting annexation by the City of Murfreesboro. The subject property is a 38.8-acre portion of a 185.5-acre parcel, located along the east side of Elam Road, south of Joe B Jackson Parkway and west of Interstate 24. The property tax map number is: Tax Map 135, Parcel 1.00. The requested property is currently undeveloped. Simultaneous with this application is a request to zone the property to General Industrial (GI).

The study area also includes a 275-foot long segment of Elam Road right-of-way in front of the subject property, bringing the total study area to approximately 39 acres. The Rutherford County Road Board has formally voted to consent to the annexation of the subject right-of-way.

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the north and western property lines.



### **Annexation Request for Property along Elam Road**

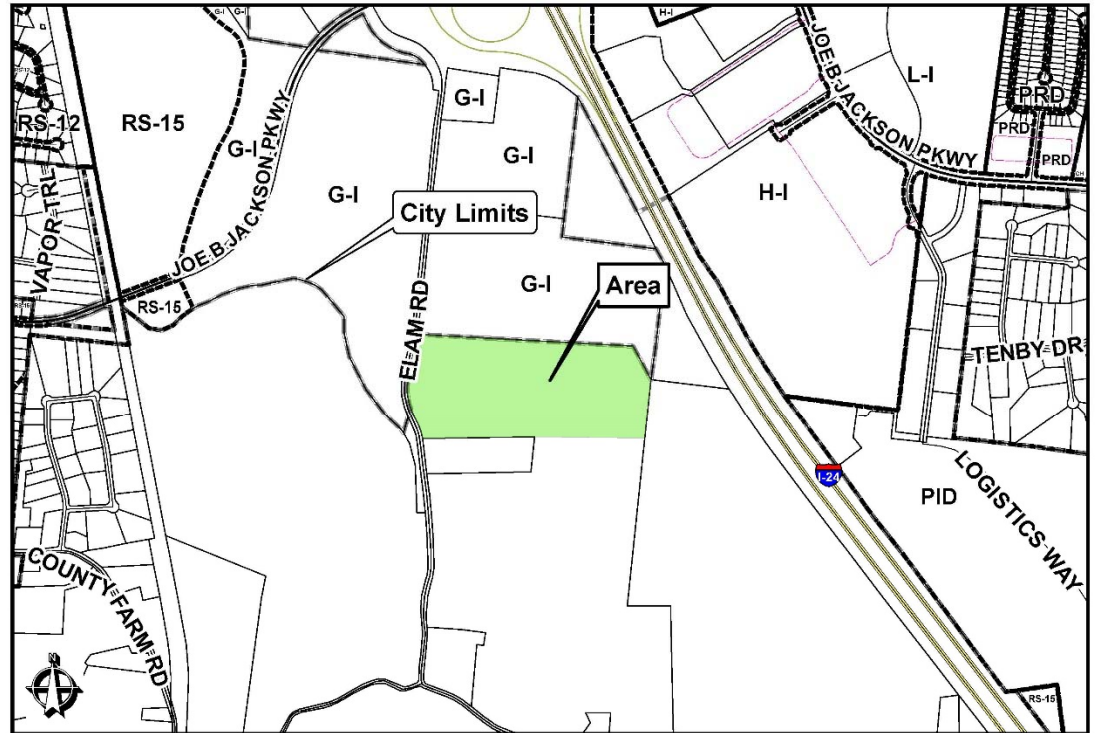
0 500 1,000 2,000 3,000 4,000 Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

## **CITY ZONING**

A separate application has been submitted by the owner, Ms. Laurel Maples, requesting G-I (General Industrial) zoning for the study area simultaneous with annexation. The subject parcel is currently zoned Residential Medium-Density (RM) in the County of Rutherford.

The adjacent zoning on the properties to the north, west, and northeast is GI; to the southwest, south, and east is RM in the County. The properties surrounding the parcel are primarily vacant and agricultural land.



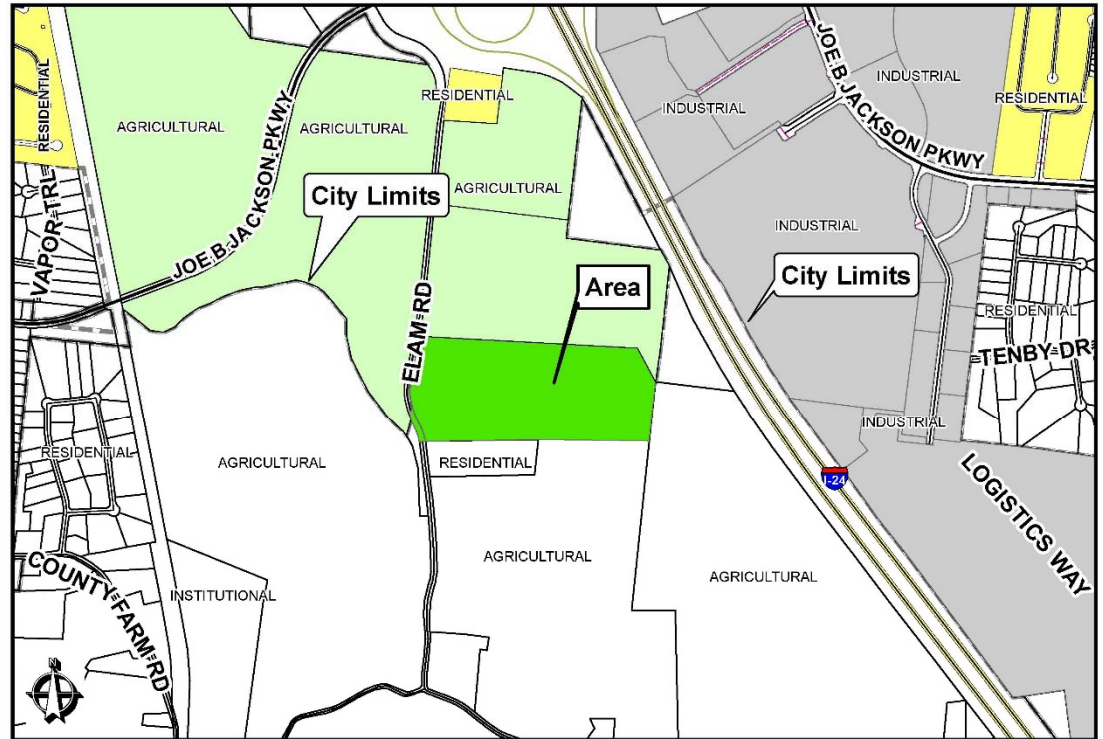
**Zoning Request for Property Located along Elam Road  
G-I Simultaneous with Annexation**

0 500 1,000 2,000 3,000 4,000 Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

## **PRESENT AND SURROUNDING LAND USE**

The study area is undeveloped agricultural land. The surrounding land uses are primarily vacant agricultural land. However, there is a single-family dwelling directly to the south of the study area.



**Annexation Request for Property along Elam Road**

0 500 1,000 2,000 3,000 4,000 Feet

Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

## **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2021 will be due on December 31, 2022. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

***Table I***  
***Estimated Taxes from Site***

<b>Owner of Record</b>	<b>Acres</b>	<b>Land Value</b>	<b>Improvements + Yard Item Value</b>	<b>Total Assessment</b>	<b>Estimated City Taxes</b>
Laurel Maples	185.5	\$76,763	\$0.00	\$19,190	\$247.45

These figures are for the property in its current state and are subject to change upon development. It should be noted that the numbers above are estimated based on the size of the study area versus the land value and assessment of the total parcel.

# **PLAN OF SERVICES**

## **POLICE PROTECTION**

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the subject parcel immediately upon the effective date of annexation. The Murfreesboro Police Department will be able to provide services immediately upon the effective date of annexation. If the property is zoned General Industrial, it will have little impact upon police services. This property is in Police Zone #7.

## **ELECTRIC SERVICE**

The study area is located inside the boundary of Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC has existing electric facilities along Elam Road in the study area. Any future development in the study area will be served by MTEMC.

To serve General Industrial zoning within the Study Area, the existing facilities will need to be upgraded. All new electrical

infrastructure installed to serve the proposed development will be required to adhere to MTEMC standards.

## **STREET LIGHTING**

Street lighting can be installed along Elam in the study area per the City's request. However, there are no plans by the City or MTEMC to install streetlights at this time.

## **SOLID WASTE COLLECTION**

The study area is currently vacant and will require no services from the Solid Waste Department in its current state. Because future development will be industrial, a private solid waste management service will be required at the time of development.

## **RECREATION**

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

## **CITY SCHOOLS**

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. There are no residences on the subject property, so the property will have no

impact on MCS in its current state. The property is located within the Salem Elementary School zone. Since the study area is proposed for General Industrial zoning, there would not be any impacts to the City Schools with future development.

### **BUILDING AND CODES**

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

### **PLANNING, ENGINEERING, AND ZONING SERVICES**

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new

development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

### **GEOGRAPHIC INFORMATION SYSTEMS**

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

### **STREETS AND ACCESS**

The annexation study area has access to the existing Elam Road roadway. Approximately 250 linear feet of Elam Road right-of-way (ROW) is included in the study area. Elam Road is an existing 2-lane, ditch section street. Upon annexation, the City would become responsible for operation and maintenance of this street. Based on a 20-year repaving cycle, the annualized maintenance cost is \$450 with State Street Aid and General Fund as funding sources. The addition of the ROW will also result in \$65 of capital cost with State Street Aid and General Fund as funding sources. Any new connections to Elam Road must be approved by the City Engineer. Additionally, development along this roadway may require improvements to include widening for turning lanes and ROW/easement dedication in accordance with the City's Substandard Street requirements. Providing an ingress/egress easement for 3907 Elam Road should be considered with development plans.

This property is affected by the City's Major Transportation Plan. This includes improvements to Elam Road to a 3-lane cross-

section. The applicant will be required to participate in those improvements and dedicate right-of-way as needed. Any future public roadway facilities to serve the study area must be constructed to City standards. Other than the aforementioned segment of Elam Road, no additional public roadways are included in the study area.

## **REGIONAL TRAFFIC & TRANSPORTION**

The study area is currently served by Elam Road as the major roadway facility. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates Elam Road to be operating at a Level of Service B in the study area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Elam Road operates at a level of service of D without the proposed improvements recommended in the 2040 MTP.

## **WATER SERVICE**

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. A 20--inch ductile iron water main (DIP) is located along east side of Elam Road. This water line can serve the annexation study area and the

future development, as illustrated in the attached exhibit.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUD's Developer Packet through CUD's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUD's development policies and procedures.

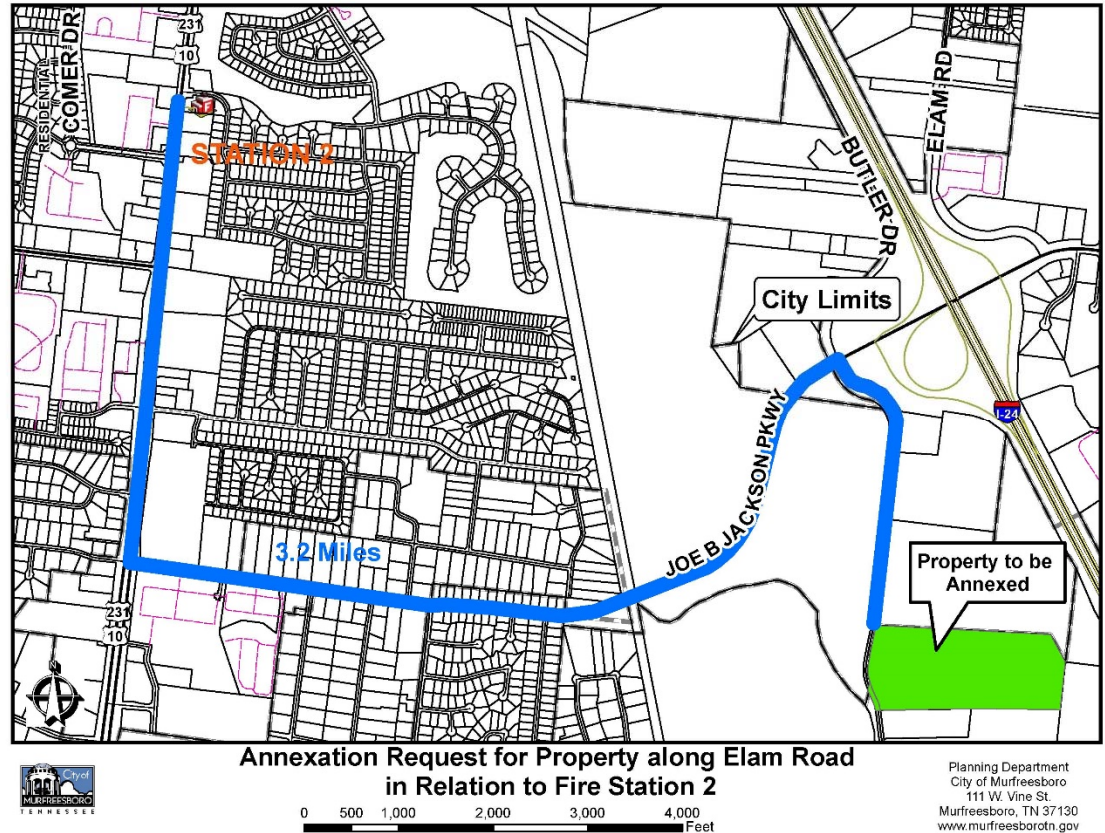
Elam Road Annexation Request



## **FIRE AND EMERGENCY SERVICE**

The study area is vacant land located along Elam Road. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. Fire protection will need to be extended on the site when it develops.

Currently the study area is located 3.2 miles from Fire Station #2 (2880 Runnymede Drive). The blue line on the adjacent map represents the linear distance range from the nearest fire station.



**SANITARY SEWER SERVICE**

This property has an existing 15" sewer interceptor along the western property line that will serve the property. South of the property, this 15" interceptor flows into an existing sewer pump station which has an approximate capacity of 690 gallons per minute (gpm) with the capability of being easily upsized to 1300 gpm.

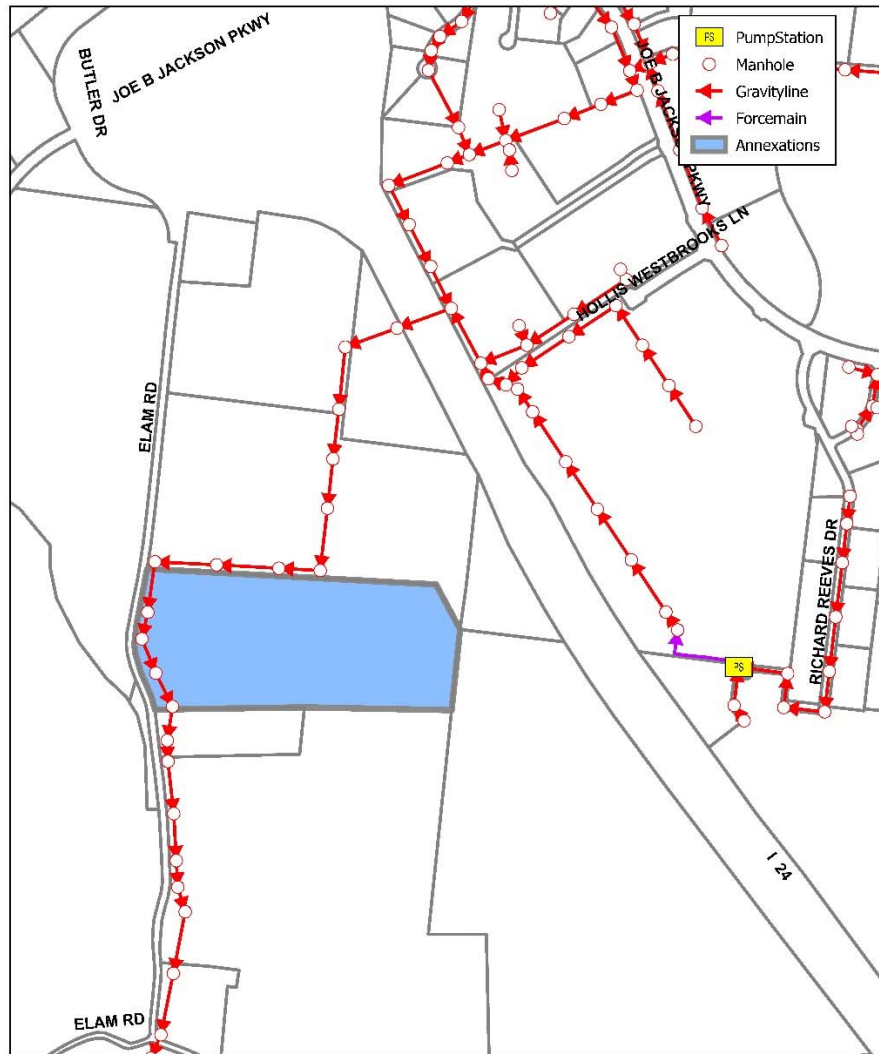
With regard to the City's Sewer Allocation Ordinance and the proposed zoning request of General Industrial (G-I), the property would be allotted 4.0 single family units per acre (sfu's/acre) if approved. One sfu is equivalent to 260 gallons per day (gpd). The total property acreage is 185.5 acres, but the annexation request is for approximately 38.8 acres. Therefore, the development would be allotted ~40,352 gpd ( $4.0 \times 260 \times 38.8$ ). Any development will be required to comply with the Sewer Allocation Ordinance. Should the proposed development exceed this flow, a request for a variance must be submitted for approval, through the Planning Department, and by City Council.

To reserve sewer capacity a Will Serve letter request must be submitted to the

Department. The Department will review the request as well as the Development's effect on the downstream pump station capacity and respond with instructions and requirements to reserve capacity.

Standard sanitary sewer connection fees for this tract of land as of July 1, 2020 will be \$2,550 per sfu. This property is also within the Buchanan/Elam Sanitary Sewer Assessment District. In addition to the standard sewer connection fee of \$2,550 per sfu, a charge of \$1,000 will also be assessed for each sfu equivalent.

All main line extensions and off-site sewer easements are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



MURFREESBORO WATER RESOURCES DEPARTMENT

## Annexation Request Elam Road



## **DRAINAGE**

### **Public Drainage System**

The drainage system along and within the roadway of Elam Road is included in the study area and the property has access to this drainage system. Routine operation and maintenance costs for the drainage system integral to Elam Road is included in the public roadway annualized costs.

No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

### **Regional Drainage Conditions**

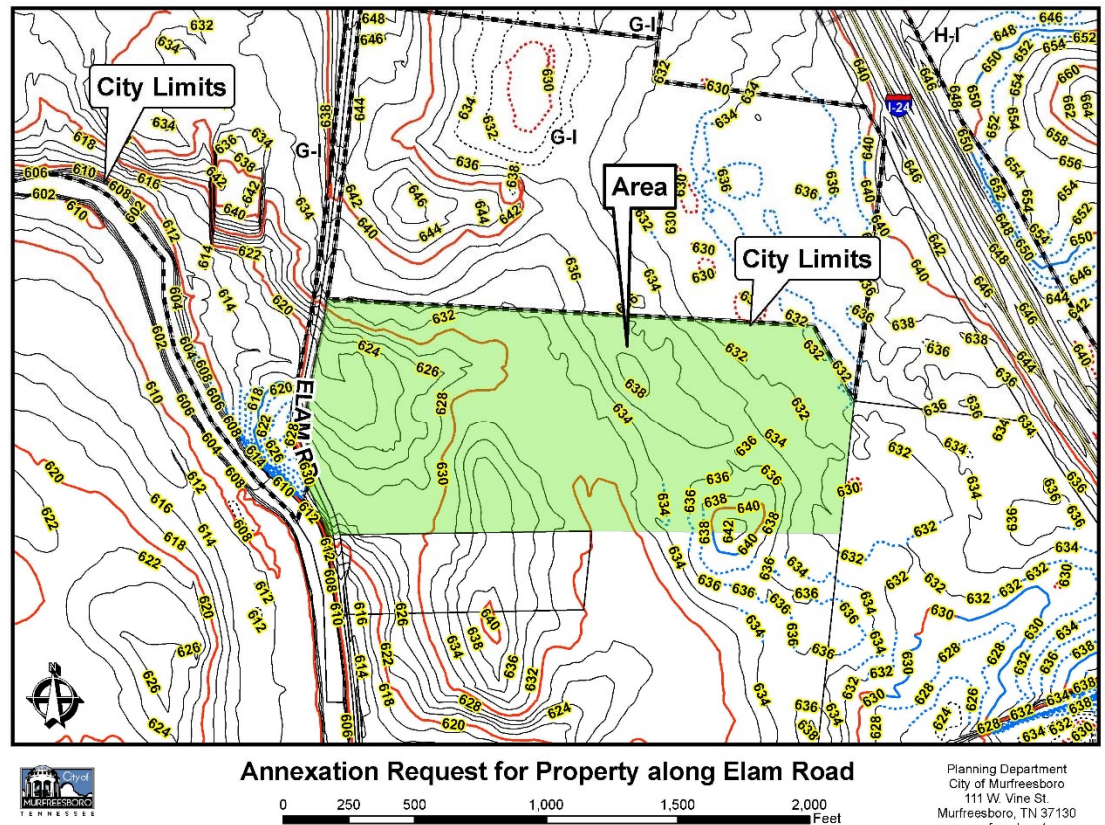
The west side of the study area drains to right-of-way of Elam Road. The northeast portion of the study area appears to drain to a closed depression in the top corner of the property. The southeast portion of the study area drains off site to the south. A portion of the study area is located in the 100-year floodplain.

### **Stormwater Management and Utility Fees**

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements

will be subject to the Stormwater Utility Fee. The property is currently vacant, which will generate \$0 in annual revenue for the Stormwater Utility Fee.

The study area has a proposed zoning of General Industrial (GI). Based on this development scenario, it is anticipated that the site will generate approximately \$30,000 in revenue per year into the Stormwater Utility Fund upon full build-out.



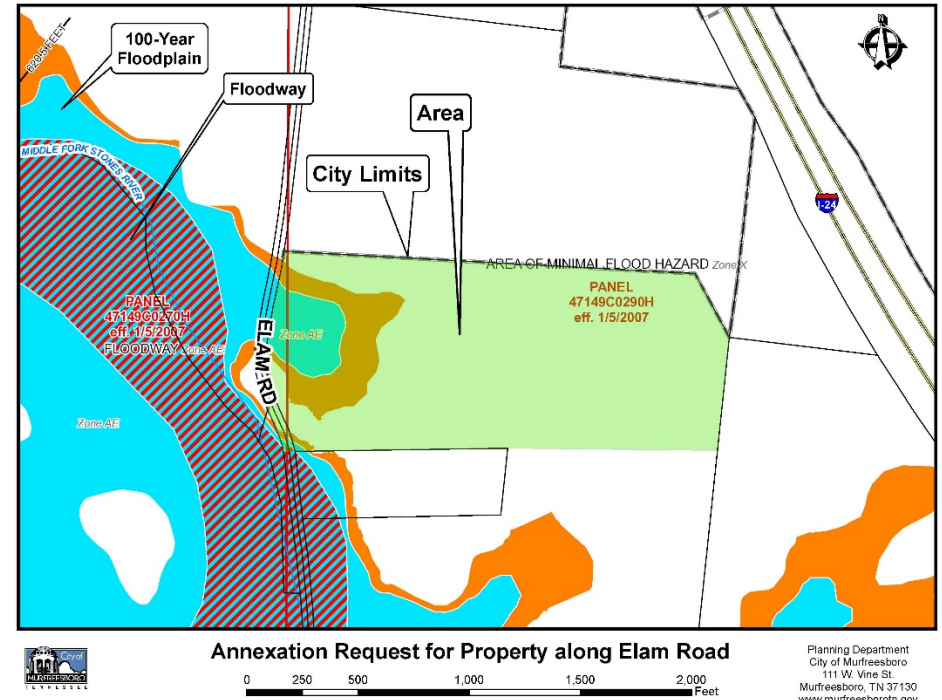
Planning Department  
City of Murfreesboro  
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Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

## **FLOODWAY**

The study area is partially located within the 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows a portion of the 100-year floodplain on the west side of the subject property.

## **ANNEXATION FOLLOW-UP**

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



**RESOLUTION 21-R-A-21** to annex approximately 39 acres located along Elam Road, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Laurel H. Maples, applicant(s) [2021-501].

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

**WHEREAS**, a Plan of Services for such territory was adopted by **Resolution 21-R-PS-21** on July 29, 2021; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on June 2, 2021 and recommended approval of the annexation; and

**WHEREAS**, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the “Area Annexed” is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 21-OZ-21**, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

SEAL

Resolution 21-R-A-21

City Limits

Area  
Annexed

ELAM RD

I-24



**ORDINANCE 21-OZ-21** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 39 acres located along Elam Road as General Industrial (G-I) District simultaneous with annexation; Laurel H. Maples, applicant(s) [2021-408].

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

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

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

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

Passed:

Shane McFarland, Mayor

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

Jennifer Brown  
City Recorder

DocuSigned by:  
Adam F. Tucker

Adam F. Tucker  
City Attorney

SEAL

Ordinance 21-OZ-21

City Limits

Area Zoned G-I  
Simultaneous with Annexation

ELAM RD



# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

---

**Item Title:** Rezoning property along North Tennessee Boulevard  
[Public Hearing Required]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

## Summary

Rezone approximately 17.26 acres located along the west side of North Tennessee Boulevard north of East Northfield Boulevard.

## Staff Recommendation

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

The Planning Commission recommended approval of the rezoning.

## Background Information

CREI-MTSU, LLC presented a zoning application [2021-409] for approximately 17.26 acres located along the west side of North Tennessee Boulevard to be rezoned from RM-16 (Multi-Family Residential District 16) and OG (General Office District) to PRD (Planned Residential District). During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

## Council Priorities Served

### *Improve Economic Development*

This rezoning will enable the remodel and reconfiguration of an existing apartment complex in need of repair to ensure its future viability and to eliminate potential blight.

## Attachments:

1. Ordinance 21-OZ-22
2. Maps of the area
3. Planning Commission staff comments from 06/02/2021 meeting
4. Planning Commission minutes from 06/02/2021 meeting
5. The Pointe at Raiders Campus PRD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JUNE 2, 2021  
PROJECT PLANNER: HOLLY SMYTH**

**5.d. Zoning application [2021-409] for approximately 17.26 acres located along North Tennessee Boulevard to be rezoned from RM-16 and OG to PRD (The Pointe at Raiders Campus PRD), CREI-MTSU, LLC applicant.**

The subject property is located at 2315 North Tennessee Boulevard just north of East Northfield Boulevard. The property consists of 1 parcel totaling 17.26 acres and is identified as Tax Map 081, Parcel 11503. The parcel is an existing apartment complex with 218 units, with 760 bedrooms and 759 baths on 16.62 acres of RM-16 (Residential Multi-family District) and 0.64 acres of OG (General Office District) zoned land. The existing density is 12.63 units to the acre.

The applicant is applying for rezoning of the entire property to PRD (Planned Residential District) to allow 19.98 units per acre, which exceed the 16 units per acre maximum allowable density in the current RM-16 zone district. The proposal includes the reconfiguration of the existing interiors within the existing building footprints which increases the number of units from 218 to 346 units. This would be accomplished by turning 4-bedroom and 3-bedroom student housing units into traditional 1-bedroom, 2-bedroom and 3-bedroom apartments. This would decrease the overall bedrooms by 172 and reduce the bathroom by 173. Even though the bedroom and bath count is being reduced by 23% within the existing building floor area, gross density would increase to 19.98 units to the acre. The modifications to this existing apartment complex are part of a rebranding and new management strategy by the new property owners that will also tackle exterior and other interior deferred maintenance. The proposed density of 19.98 units per acre exceeds the maximum allowable density in the existing RM-16 zone, prompting the applicants to apply for rezoning to PRD.

The applicant has requested a sanitary sewer allocation variance which is under review by the Murfreesboro Water Resources Department.

**Adjacent Zoning and Land Uses**

Surrounding zoning is RS-15, RS-12 (Single-Family Residential), PRD (Planned Residential District), CF (Commercial Fringe), and RM-16 (Residential Multi-Family) and shown on page 3 of the program book. The surrounding land uses include the Murfreesboro Municipal Airport to the west, single-family detached dwellings to the north and northeast, townhomes to the east, and vacant CF land to the south.

## **Proposed PRD**

The development has two gated points of full ingress/egress from North Tennessee Boulevard, a designated 'Community Collector' street. The existing versus proposed unit layout is best shown on pages 14 converting the 4 bedroom units and page 15 converting the 3 bedroom units with side by side comparisons. As to the location of the units, page 16 best depicts the existing unit layout while pages 17 and 18 best depict the proposed reconfiguration for floor 1 and floors 2/3 respectively. There are several tables on page 23 that break down the specific unit types and square footages of the current and proposed post-renovated unit mix and bed count as well as parking standards in both cases.

At the request of staff, the developer sent out notices to the adjacent neighborhood and homeowners association and held a neighborhood meeting on April 13, 2021. Several neighbors attended and shared that there was a concern about the state of the existing fencing. There was also a concern with trash migrating from the apartment parcel into the adjacent neighborhoods and airport. Therefore, the developer will be looking at securing all the fencing around the perimeter and adding 6 dumpsters spaced around the complex instead of the large compactor that is a far distance from residents and limits the size of items that can be thrown away.

The existing apartment units range in size from 1,509 to 1,696 square feet with 3 bedroom/3 bath or 4 bedroom/4 bath unit types, excluding the maintenance apartment. The post-renovated units would range in size from 528 to 1,537 square feet with 1 bedroom/1 bath and 2 bedroom/2 bath unit types being the predominate unit type mixed with some 3 bedroom/3 bath units.

The post-renovated units would require the provision of 706 parking spaces. The proposal would add 6 covered carport structures and remove 26 existing parking stalls to accommodate new trash enclosures with landscape screening, leaving 804 spaces. The post-renovated parking, including the covered parking, would be a surplus of 98 spaces over minimum requirements.

The existing building exterior consists of 6" cement board lap siding and brick veneer with asphalt shingles and double hung windows. Part of the developer's renovations include cleaning, replacing, or painted siding where needed, power washing the brick, and replacing windows where needed. No other exterior material changes are being proposed for the apartments or the club house building. All of the units are anticipated to receive new paint, flooring, and fixtures. As shown in the program book, repairs to parking areas, gates, pools, and spa will be made. Additionally, the interior of the club house will be refreshed. Various landscape areas will be refreshed around the common areas and two small dog parks, of approximately 1,600 square feet each, will be added.

The existing RM-16 zone allows for 16 units to the acre and would have required a maximum lot coverage of 30% with 30' minimum front setbacks, 25' side setbacks for the 3-story buildings, and 25' rear setback. These setbacks should still apply to any new structures added to the property. The RM-16 zone does not have any requirements for maximum floor area ratio (FAR), minimum livability space ratio (LSR), minimum open space ratio (OSR), or maximum lot coverage.

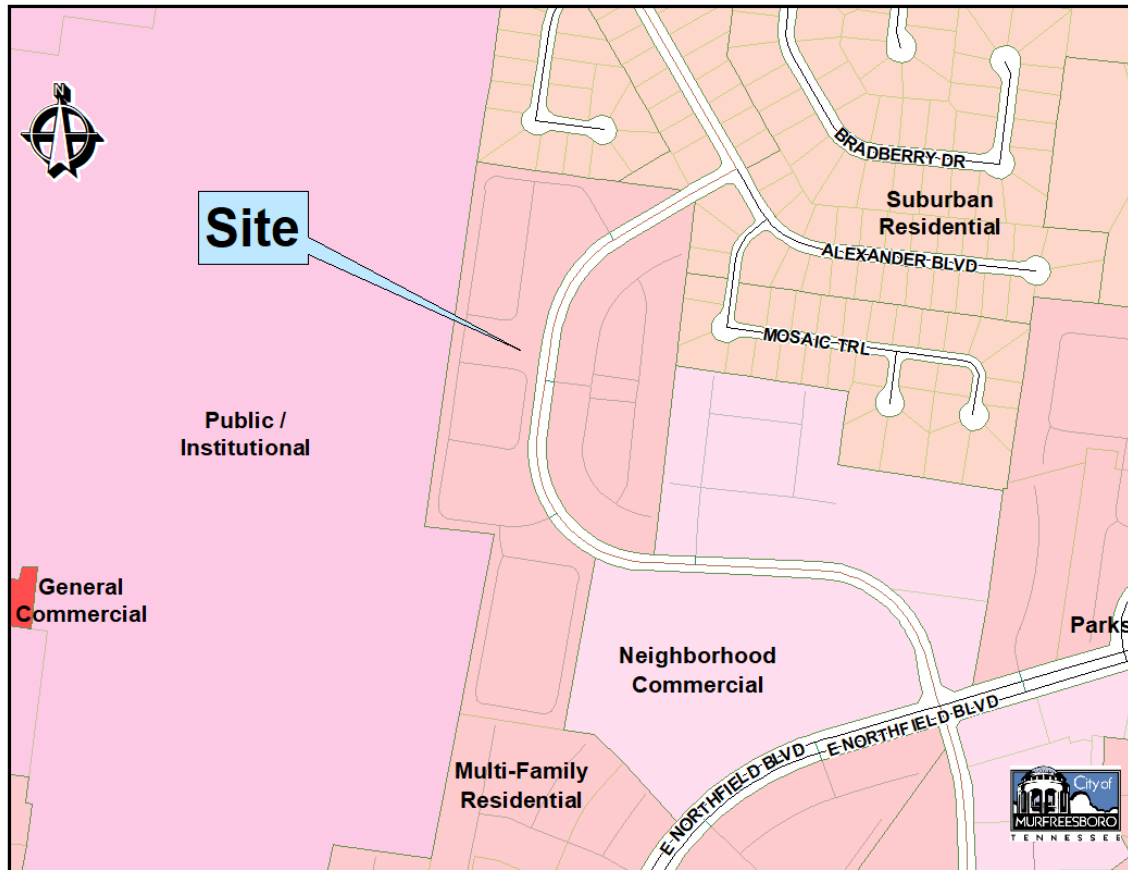
The Planned Residential District zoning would allow for the following exceptions to the comparative standards of the RM-16 zoning regulations:

1. Allow unit count to increase from 218 units to 346 units within the existing building envelopes over the 17.26 gross acres. This represents a density of 19.98 units per gross acre versus the 16 units per gross acre allowed in the current RM-16 zone.

### **Future Land Use Map**

The future land use map contained in the Murfreesboro 2035 Comprehensive Plan, which was adopted in July 2017, recommends that the subject property develop with a *Multi-Family Residential* land use character (see excerpt from the future land use map below). This classification accommodates higher density residential uses such as attached and multiple-family housing, often two to three stories in height and internally oriented. The comprehensive plan calls out RM-12, RM-16, PUD, and PRD as existing zoning districts that are compatible with this designation. 19.93 dwelling units per acre is the recommended density.

The proposed density at 19.98 is just above the recommended density and therefore seems consistent with the *Multi-Family Residential* land use character.



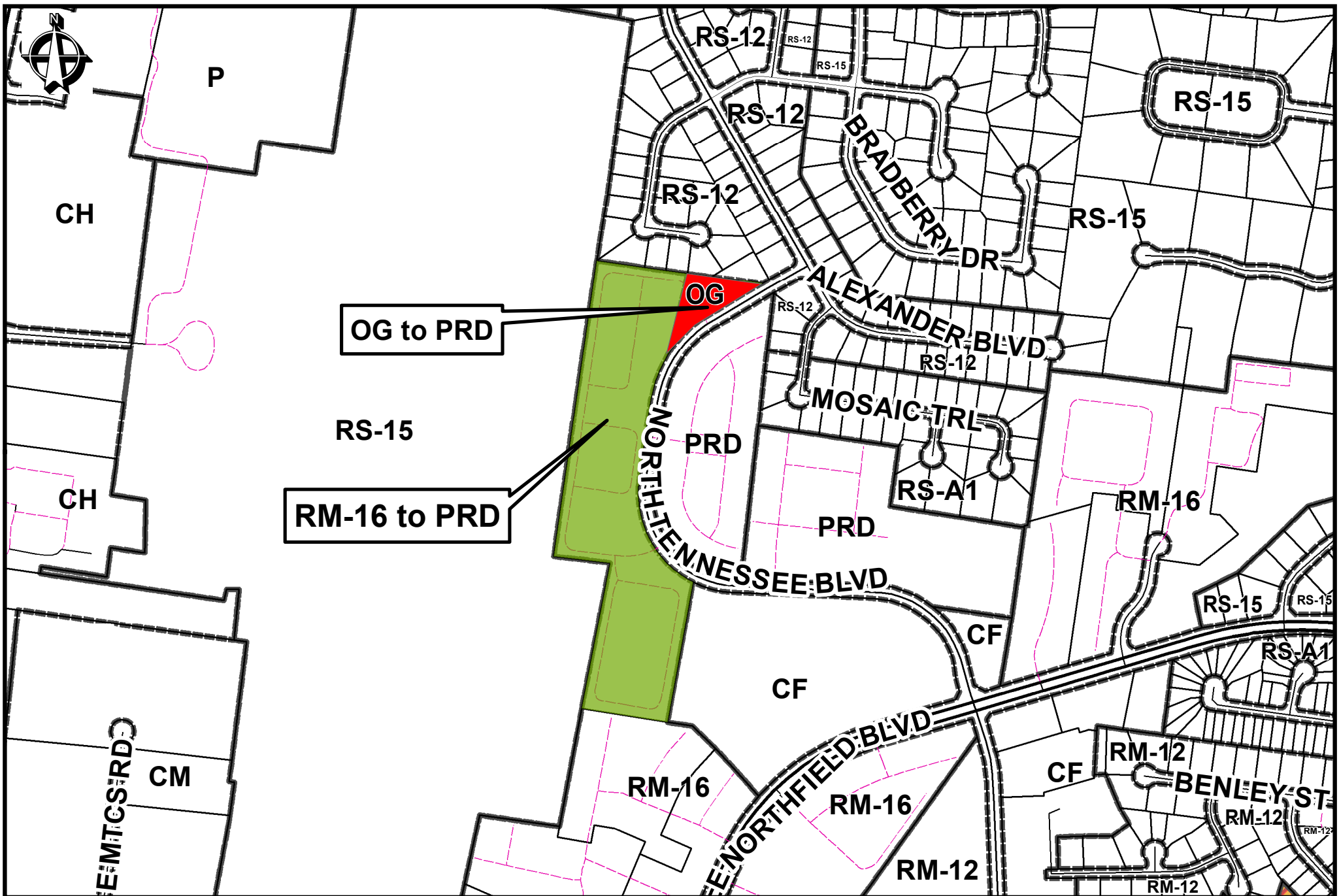
### **Department Recommendation**

Staff is supportive of this rezoning request for the following reasons so long as staff comments are incorporated into the program book:

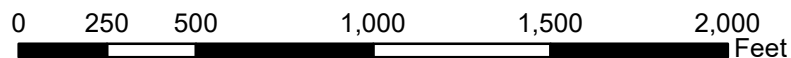
- 1) The proposed reconfiguration and renovations would allow reinvestment into an existing complex in disrepair and will bring onsite management that will promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program.

### **Action Needed**

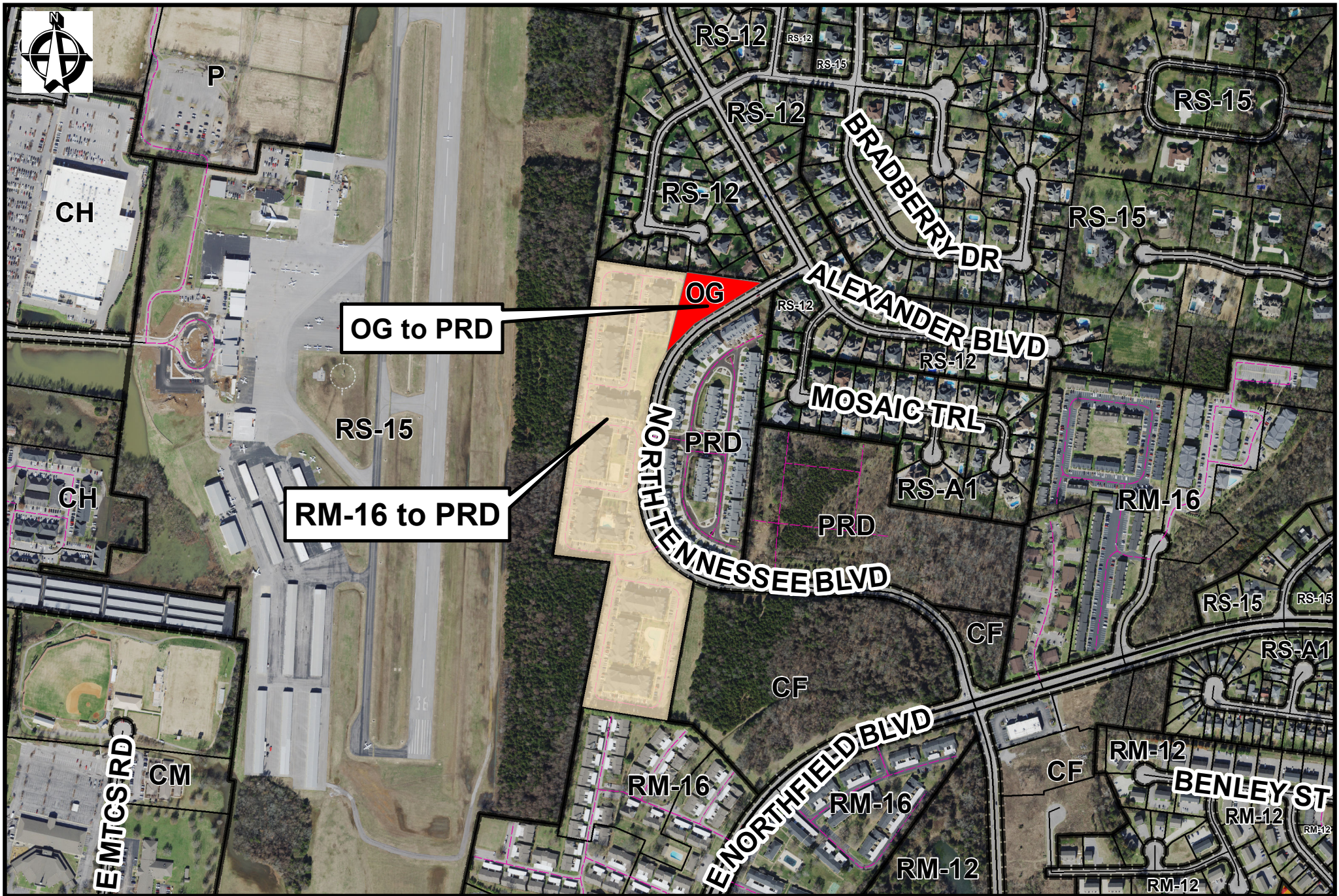
The applicant will provide an initial presentation at the Planning Commission meeting to answer initial questions regarding the proposed rezoning allowing for the proposed unit reconfiguration. The Planning Commission needs to schedule a public hearing for this matter. Staff recommends a public hearing date of June 2, 2021.



**Zoning Request for Property Located along North Tennessee Boulevard  
RM-16 and OG to PRD (The Pointe at Raiders Campus PRD)**



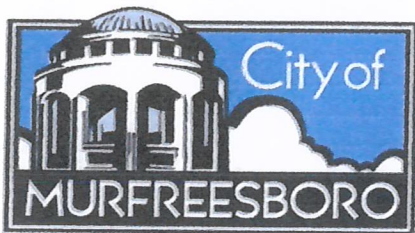
Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



## Zoning Request for Property Located along North Tennessee Boulevard RM-16 and OG to PRD (The Pointe at Raiders Campus PRD)



Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://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

<b>Zoning &amp; Rezoning Applications – other than rezoning to planned unit development</b>	<b>\$700.00</b>
<b>Zoning &amp; Rezoning Applications – Planned Unit Development, initial or amended</b>	<b>\$950.00</b>

#### 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: CREI-MTSU, LLC  
420 OFFICE PARK DRIVE,  
Address: SUITE 150 City/State/Zip: BIRMINGHAM, AL 35223

Phone: 205.949.3844 e-mail address: \_\_\_\_\_

PROPERTY: \_\_\_\_\_ OWNER: SAME AS ABOVE

Street Address or  
property description: \_\_\_\_\_

and/or Tax map #: 81 Group: \_\_\_\_\_ Parcel (s): 115.03

Existing zoning classification: RM-16/04

Proposed zoning classification: PRO Acreage: 17.26 ± AC

Contact name & phone number for publication and notifications to the public (if different from the applicant): Clyde Rountree Huddle-Steete Eng. 615.509.5930

E-mail: roundtree.associates@gmail.com

APPLICANT'S SIGNATURE (required): \_\_\_\_\_

DATE: \_\_\_\_\_

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

Date received: \_\_\_\_\_ MPC YR.: \_\_\_\_\_ MPC #: \_\_\_\_\_

Amount paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

4.14.2012

Mr. Greg McKnight  
Acting Planning Director  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Rezoning Request

Described as Tax Map 81 and parcels 115.03 and 17.26 +/- acres. .

Dear Mr. McKnight:

On behalf of our client, CREI-MTSU, LLC. we hereby request the rezoning of 17.26 +/- acre known as The Pointe at Raiders Apartments located at 2315 North Tennessee Boulevard. The property is currently zoned RM-16 and OG in the City. We are requesting the property to be rezoned to PRD. Our client specializes in rehabilitating under-performing apartment complexes which is their intention with this property.

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

Sincerely,



Clyde Rountree, RLA

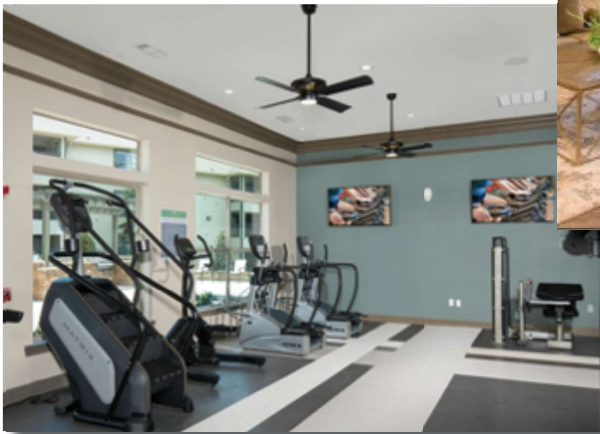
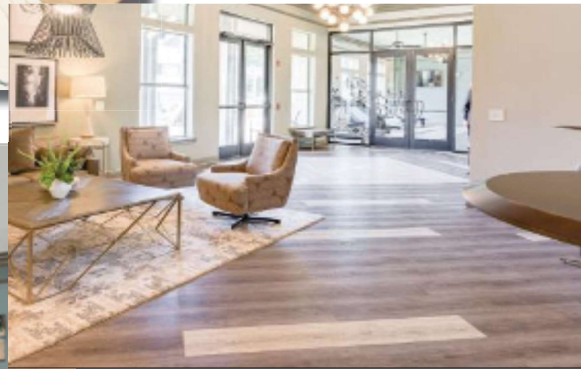
HUDDLESTON-STEELE ENG., INC.



## The Pointe at Raiders Campus - 2315 North Tennessee Boulevard

SUBMITTED JULY 7, 2021 FOR THE JULY 29, 2021 CITY COUNCIL MEETING

# The Pointe at Raiders Campus



These images represent past projects where the Capstone leadership team improved under-performing properties.

## SHEET INDEX

1. Sheet Index
2. Development Team & Project Summary
3. Zoning Map
4. Utility Map
5. Drainage and Topography Map
6. Aerial Map
7. Existing Conditions Key Map
8. Existing Conditions & Repair Needs
9. Existing Conditions & Repair Needs 2
10. Amenities & Improvement Narrative
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15. Reduction Strategy Explained 4
16. Site Concept -Existing Unit Layout
17. Site Concept -Renovation Strategy - Floor 1
18. Site Concept - Renovation Strategy - Floors 2 & 3
19. Landscape Strategy
20. Covered Parking
21. Dumpster Location Map
22. Development Standards
23. Planned Development Criteria
24. Planned Development Criteria Section 13B
25. Planned Development Criteria Section 13D
26. Planned Development Criteria Section 13 D Cont.

The Pointe at Raiders Campus (PARC) is one of the oldest student housing properties in the Murfreesboro market containing 218 apartments with 759 bathrooms on 17.26 acres with a density of 12.63 units per acre. The apartment development was originally designed for student housing; however, the apartments are located more than 2 miles from the MTSU campus. The distance from campus, the age of the units, and the increase in competition from new apartments has a detrimental effect. As a result, PARC has been forced to identify itself as the “value provider” offering the cheapest rental rates in the market. As the revenue declined over the years, necessary property repairs and maintenance were neglected. The result of the overall condition of the apartments has created a less than positive perception of the quality of life in the apartments and has perpetuated further neglect.

Capstone Real Estate Investments, LLC has made it one of the company missions to rehabilitate degrading apartment properties. Their strategy has proven successful in multiple other projects in the southeastern United States. The Capstone team plans to take a three-tiered approach to bringing back a vitality to the PARC facilities. First they will address the will be 346 apartments with 587 bathrooms, which changes the density to 19.98 with maintenance issues; second, they will upgrade the existing amenities; and lastly, they will reconfigure and remodel and upgrade the existing apartment interiors. By modifying the interior layouts, there will be 346 smaller apartments with 587 bathrooms, which changes the density to 19.98 with the existing building footprint. Coinciding with the physical upgrades, the Capstone leadership team will address a wide range of management, leasing and branding issues.

A Neighborhood Meeting was held at the apartment’s clubhouse on 4.13.2021 and had several neighbors in attendance. The primary concern of the neighbors was the movement of the apartment dwellers into their neighborhood, via openings in fencing, often resulting in property vandalism. There was also a concern with trash migrating from the apartments into the adjacent neighborhoods. The neighbors were encouraged by the vision for the facility projected by the ownership group and their design team.

#### **OWNER / DEVELOPER**

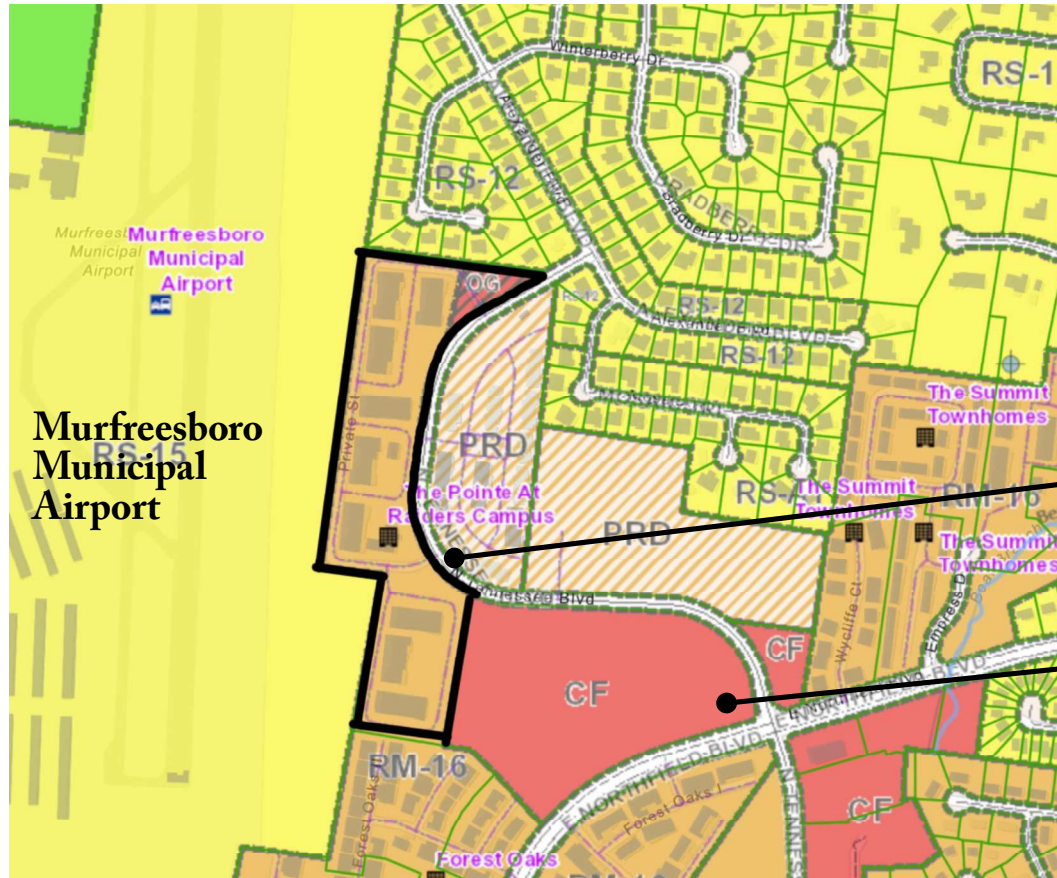
CREI-MTSU, LLC  
402 Office Park Drive, Suite 150  
Birmingham, AL. 35223  
0: 205.949.3844

#### **ARCHITECT**

Justin Gantz  
SoL Harris/Day Architecture  
330.493.3722

#### **PLANNING AND ENGINEERING**

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



- The subject property is zoned RM-16 & OG.
- The property to the west is zoned RS-15, the property to the north is zoned RS-12, the property to the east is zoned CF and PRD, and to the south the property is zoned RM-16
- The subject property is proposed to be rezoned PRD.

North Tennessee Blvd

East Northfield Blvd





Sewer



Water

### THE SUBJECT PROPERTY UTILITY PROVIDERS:

- Water is provided by Murfreesboro Water Resources.
- Electric is provided by Middle Tennessee Electric Membership Corporation.
- Sewer is provided by Murfreesboro Water Resources.

### LEGEND

Water



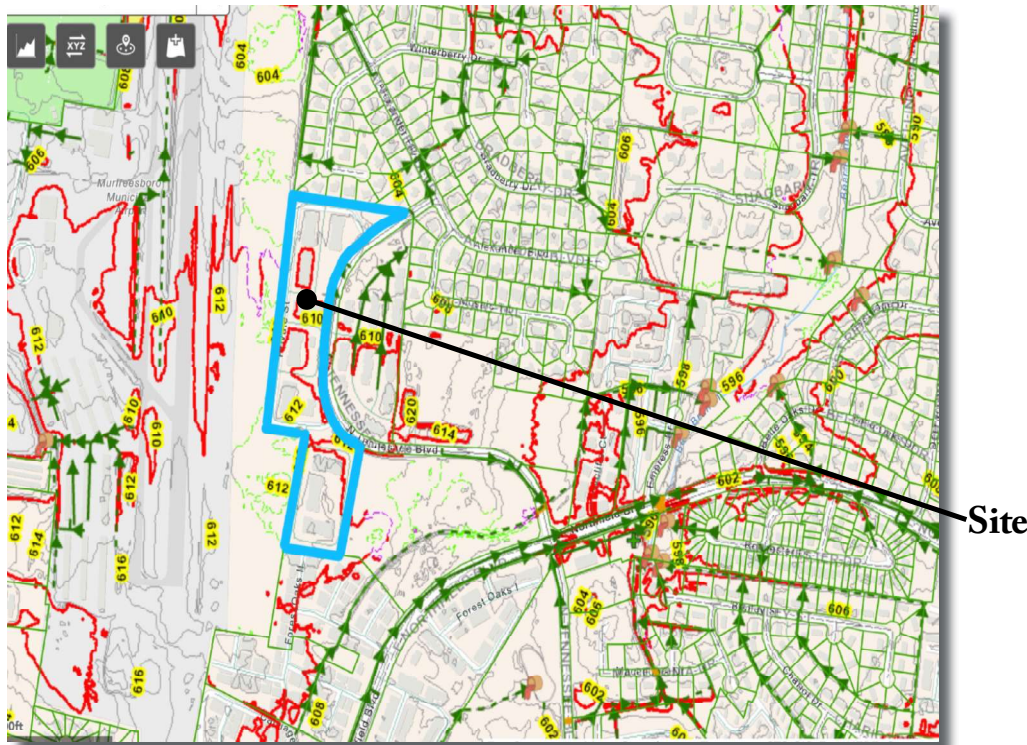
Sewer



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

# Drainage & Topography Map

## PLANNED RESIDENTIAL DEVELOPMENT



The subject property was engineered to handle the on-site drainage. The property has fallen behind on their maintenance and as a result multiple drainage issues are occurring. Many of the curb cuts around the development have silted in, causing water to back up in multiple locations. The gutters have been damaged in many locations and the spill blocks are missing at many of the downspouts. The new management team is committed to seeing that all facets of the drainage system are rectified and maintained properly.

### LEGEND

- Contour Line 
- Stormwater 



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

(RS-12) Northwoods Single Family  
Detached Subdivision

OG zoned portion of the project's development

PRD Townhomes

RS-15  
Airport

(RM-12) Existing  
Pointe at Raiders  
Campus Apartment  
Development

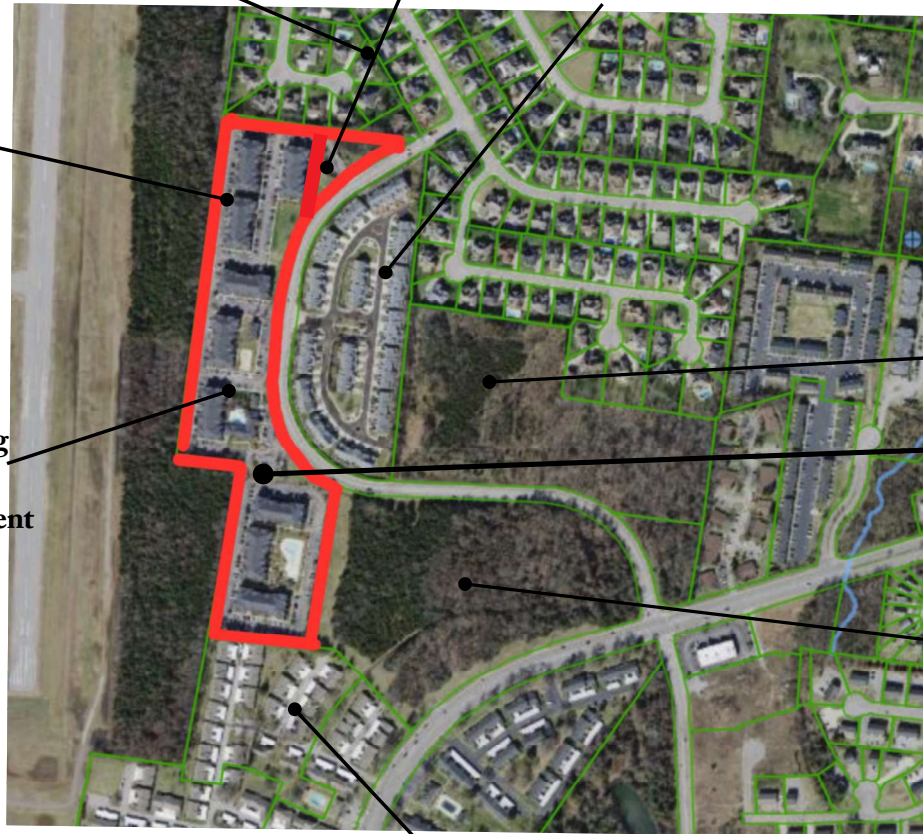
The subject property is adjacent to the City of Murfreesboro Airport along the western property line. The western property line is heavy wooded with an 8' chain link fence situated along the property line. To the south and east of the project apartments are townhome developments. To the north of the property are single family homes.

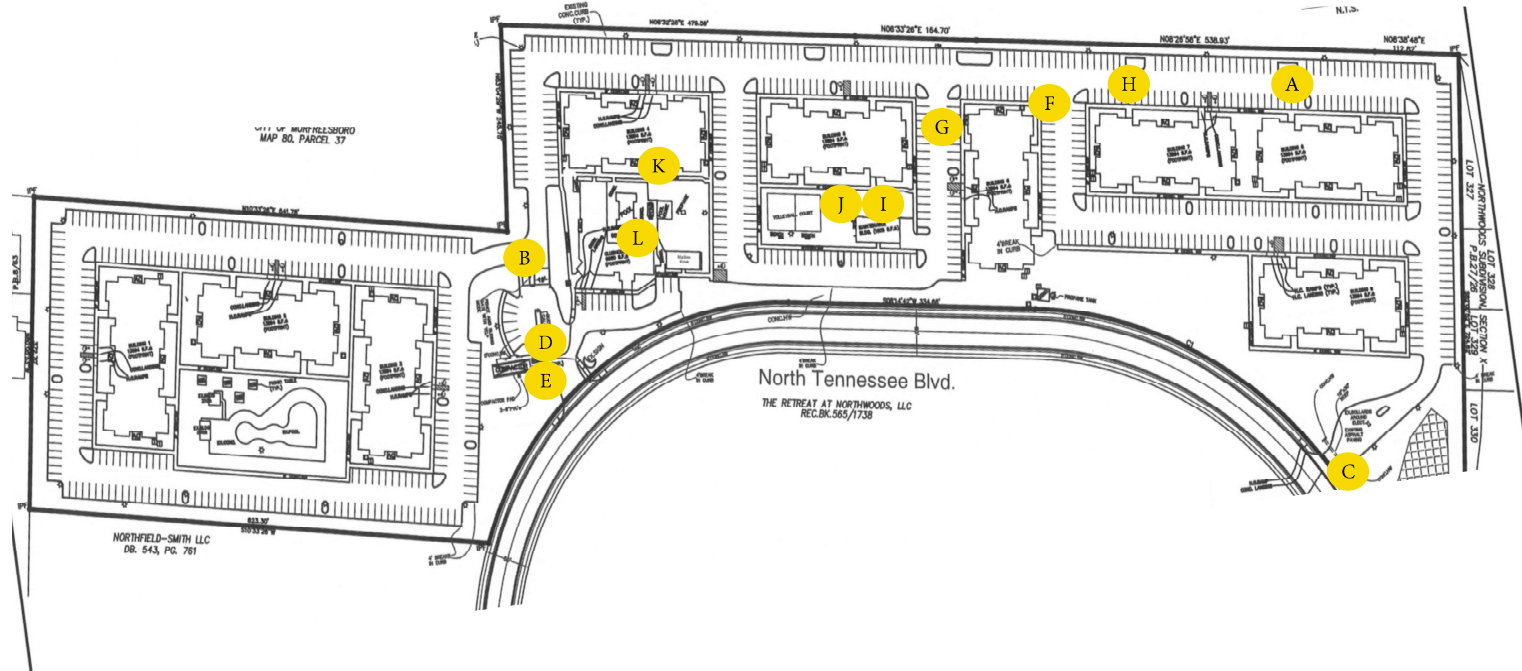
Approved PRD

**SITE**

Vacant CF

RM-16 Townhomes





## Existing Conditions & Repair Needs



A

Typical: The parking lots have several pot holes that will need to be filled and other areas of the parking lot are in need of resurfacing. The pot hole and cracking areas will be repaired by filling in new asphalt and tar sealer.



D

Typical: The compactor has multiple polly carts at the opening and garbage is piling up at the base of the compactor. Larger items are being deposited that will not be permitted to go into the compactor and therefore represent a continued solid waste issue. The compactor area will be re-purposed and six new dumpsters will be placed around the development.



B

B

The main gates are not functioning properly and the spike strip is damaged. The gates will be brought back to operational status and the tire strip will be repaired.



E

E

Typical: The compactor gate is damaged and appears to be locked. The screening slates are damaged and provides a limited visual screen. The area where the compactor is located will be re-purposed.



C

C

The back gates do not appear to be functioning properly. The signage is washed out and the scanning strip looked worn out. The gates will be brought back to operational status and new signage will be implemented.



F

F

Typical: The electrical box has graffiti painted on it. Many of the apartment doors and window appear to have damage caused by neglect or abuse. The transformers are not in the new ownerships jurisdiction, however, the new owners desire to work with Middle Tennessee Electric to see if the transformer boxes could be repainted.

## Existing Conditions & Repair Needs



G

Typical: Paint is peeling at several locations. Facade painting touch-ups will be occurring throughout the development.



J

Typical: Several building have damaged downspouts and splash plates thus causing erosion issues and washed out landscaping.



H

H

Typical: The landscaping is overgrown and blocks the windows which limits the ability to replace a missing shutter. The existing landscaping will be reshaped and brought back to a maintainable size.



K

K

Typical: Mulch is washed out throughout the development. The sidewalks are silted over from improper drainage. The mulch will be replaced and the bed lines will be re-cut.



I

I

Typical: In many locations landscape that has died has not been replaced thus creating major gaps in the foundation planting. Areas where landscaping is dead or removed will be replanted with plant material consistent with the original planting.

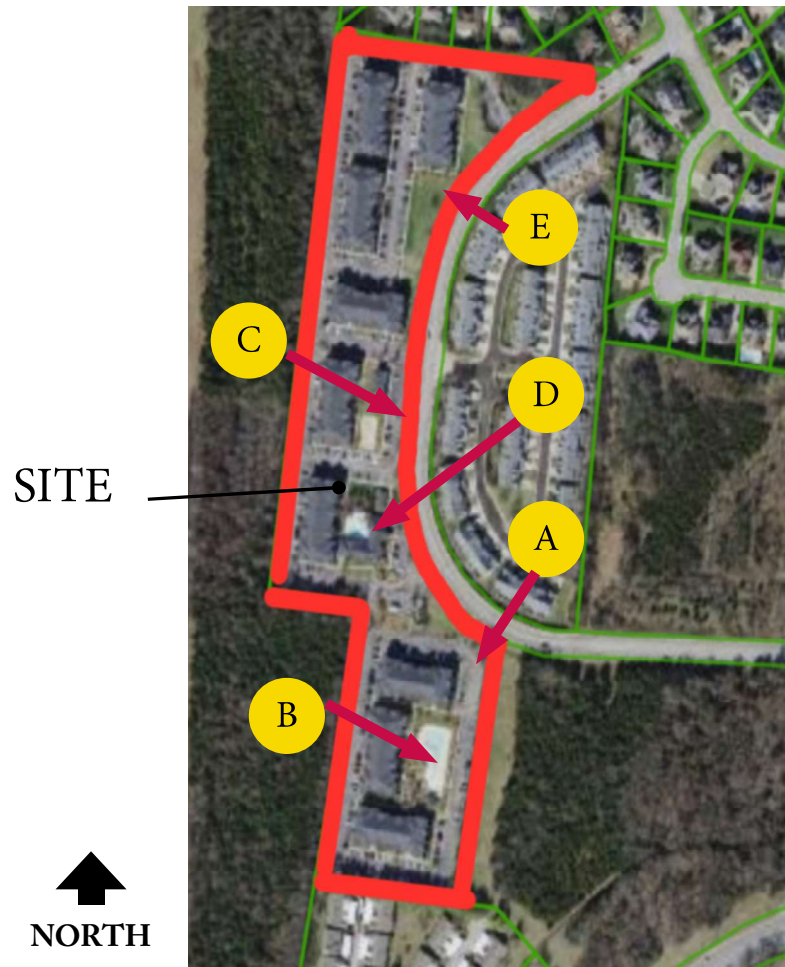


L

L

The two pools are green with leaves on the bottom. The pool decks are stained in many locations. The pools will be repaired and properly maintained.

## Amenities & Improvement Narrative



D

### POOL AREAS

The two existing pools and the spa will be cleaned and maintained year round. The pool decks will be power washed and resealed. The furnishings will be updated and all the surrounding area around the pool will be given a fresh appearance,

B



C

### SAND VOLLEYBALL

The sand volleyball court will remain and be properly maintained. The perimeter of the court will be re-established. The net and hardware will be replaced as needed.



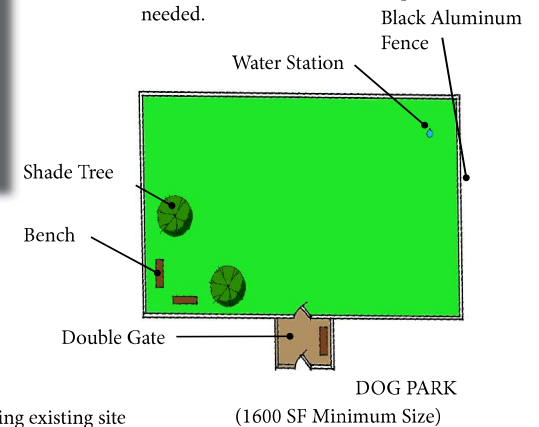
A

E

### DOG PARK / GREEN SPACE

The new ownership group will be investing in two new dog park areas in areas that are currently open lawn areas

The new ownership group will be upgrading existing site lighting to LED fixture and a property wide security system will be installed.





Existing Elevation

### Architectural Treatment:

- Siding cleaned, replaced, or painted where needed
- Brick to be power washed
- Windows will be replaced where needed



- ① - 6" Cement Board Lap Siding (light color)
- ② - 6" Cement Board Lap Siding (dark color)
- ③ - Brick Veneer (light color)
- ④ - Brick Veneer (dark color)
- ⑤ - Asphalt Shingles
- ⑥ - Double Hung Windows



Example of Cement Board Lap Siding (dark color)



Example of Cement Board Lap Siding (light color)



Example of Brick Veneer (light color)

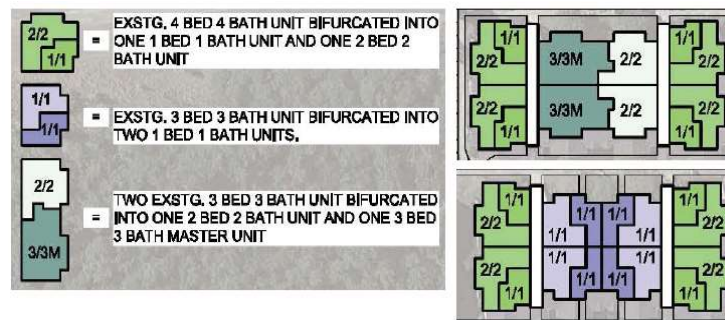


Example of Brick Veneer (dark color)

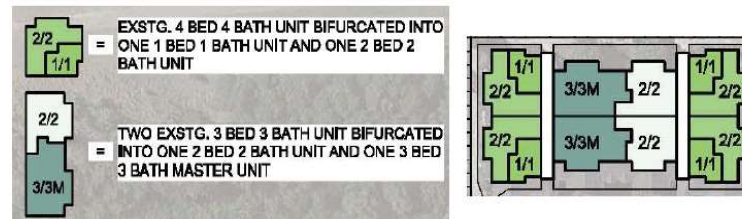
Note: No exterior material changes are being proposed for the apartments or the club house building.

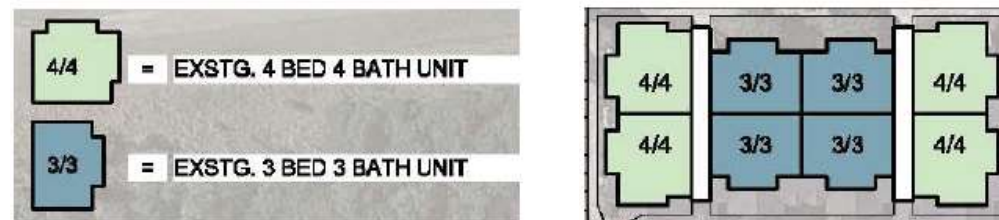
## FLOOR PLANS PER BUILDING

### PROPOSED 1ST FLOOR RENOVATION LAYOUT



### PROPOSED 2ND & 3RD FLOOR RENOVATION LAYOUT

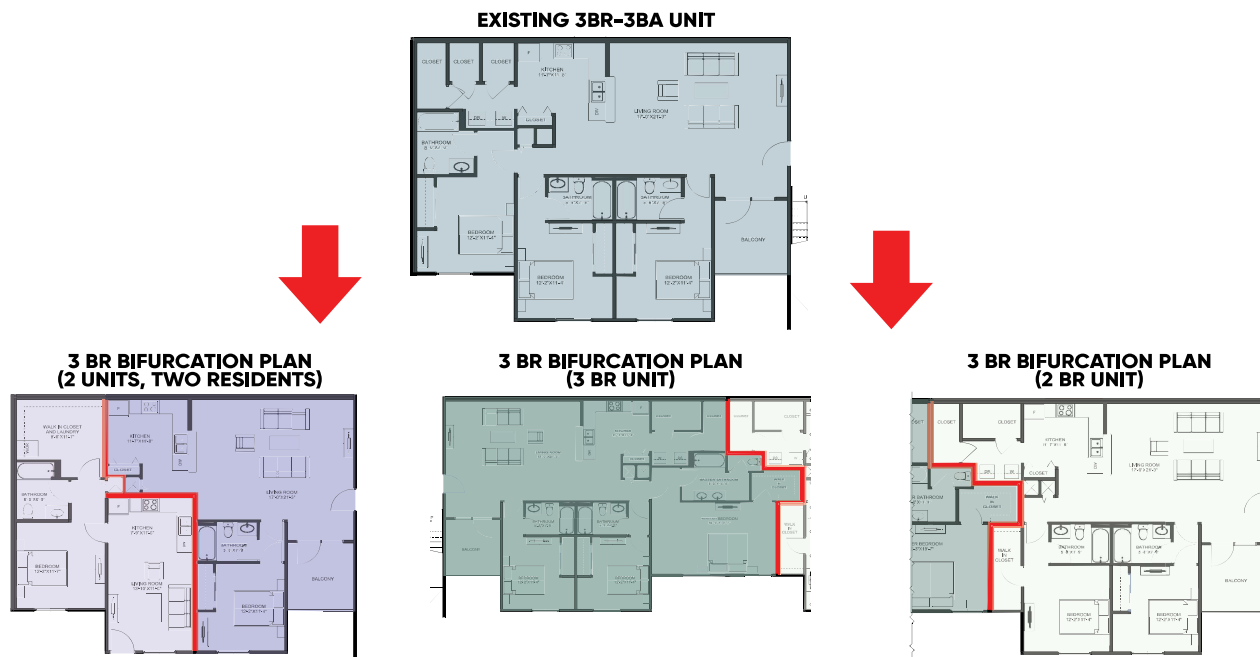


**FLOOR PLANS PER BUILDING****EXISTING BUILDING LAYOUT****ALL FLOORS 1-3 HAVE IDENTICAL BED/BATH LAYOUTS**

Unit Type	<i>Existing*</i>			<i>Proposed*</i>		
	Units	Bathrooms	Bedrooms	Units	Bathrooms	Bedrooms
1 Bedroom / 1 Bath	0	0	0	148	148	148
2 Bedroom / 1 Bath	1	1	2	1	1	2
2 Bedroom / 2 Bath	1	2	2	153	306	306
3 Bedroom / 3 Bath	108	324	324	44	132	132
4 Bedroom / 4 Bath	108	432	432	0	0	0
<b>Total</b>	<b>218</b>	<b>759</b>	<b>760</b>	<b>346</b>	<b>587</b>	<b>588</b>

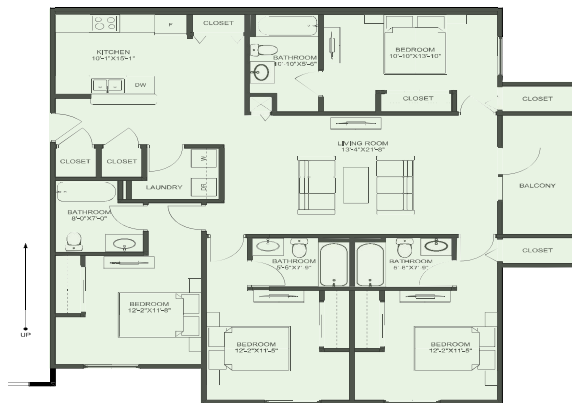
*\*Includes two 2BR maintenance apartments*

**FLOOR PLANS DETAIL**



#### FLOOR PLANS DETAIL

**EXISTING 4BR-4BA UNIT**



**4 BR BIFURCATION PLAN  
(2 UNITS, THREE RESIDENTS)**

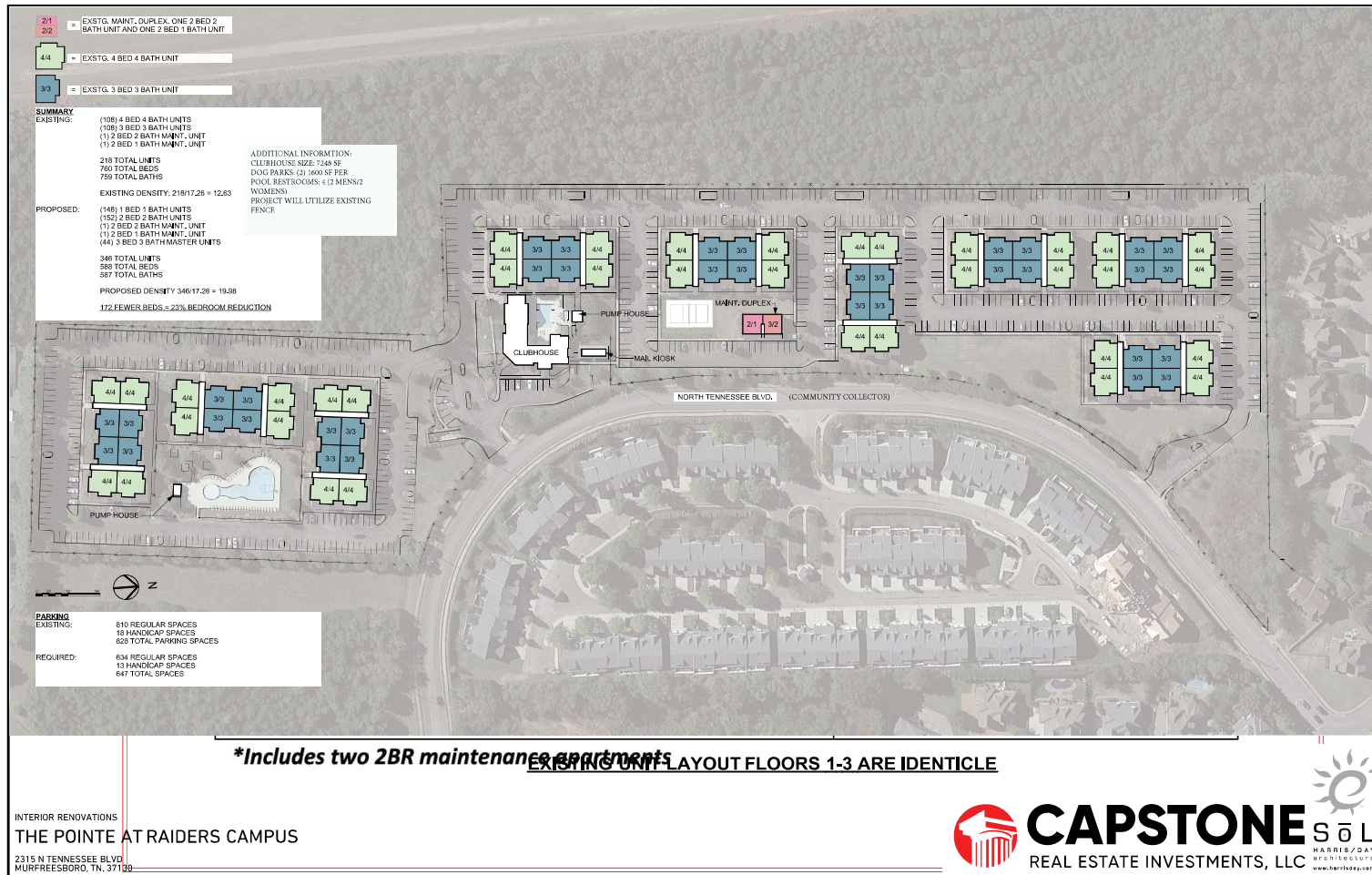


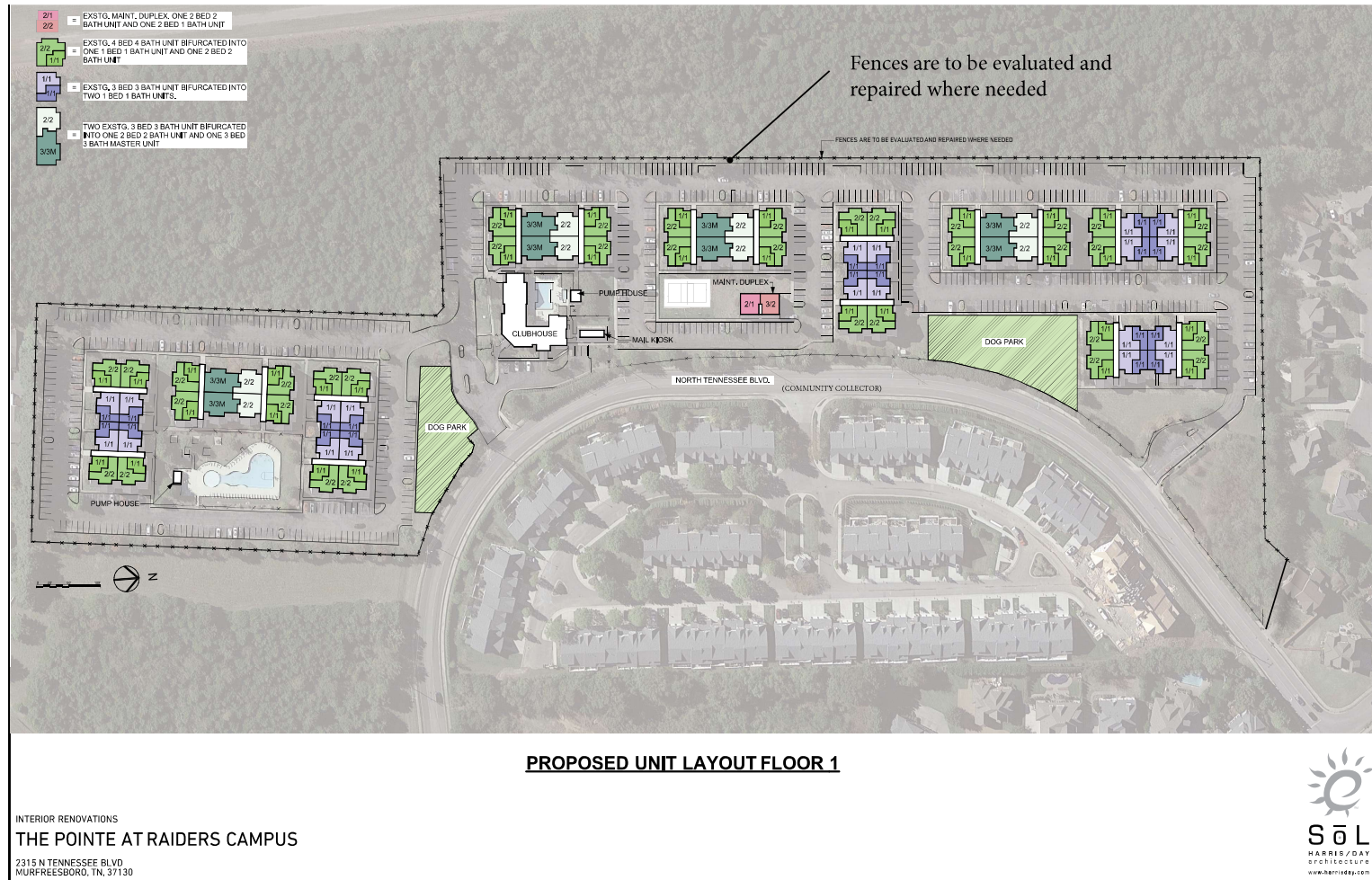
**CAPSTONE**  
REAL ESTATE INVESTMENTS, LLC

# Site Concept - Existing Unit Layout

# The Pointe at Raiders Campus

## PLANNED RESIDENTIAL DEVELOPMENT





## Site Concept - Renovation Strategy - Floors 2 & 3

## The Pointe at Raiders Campus

### PLANNED RESIDENTIAL DEVELOPMENT



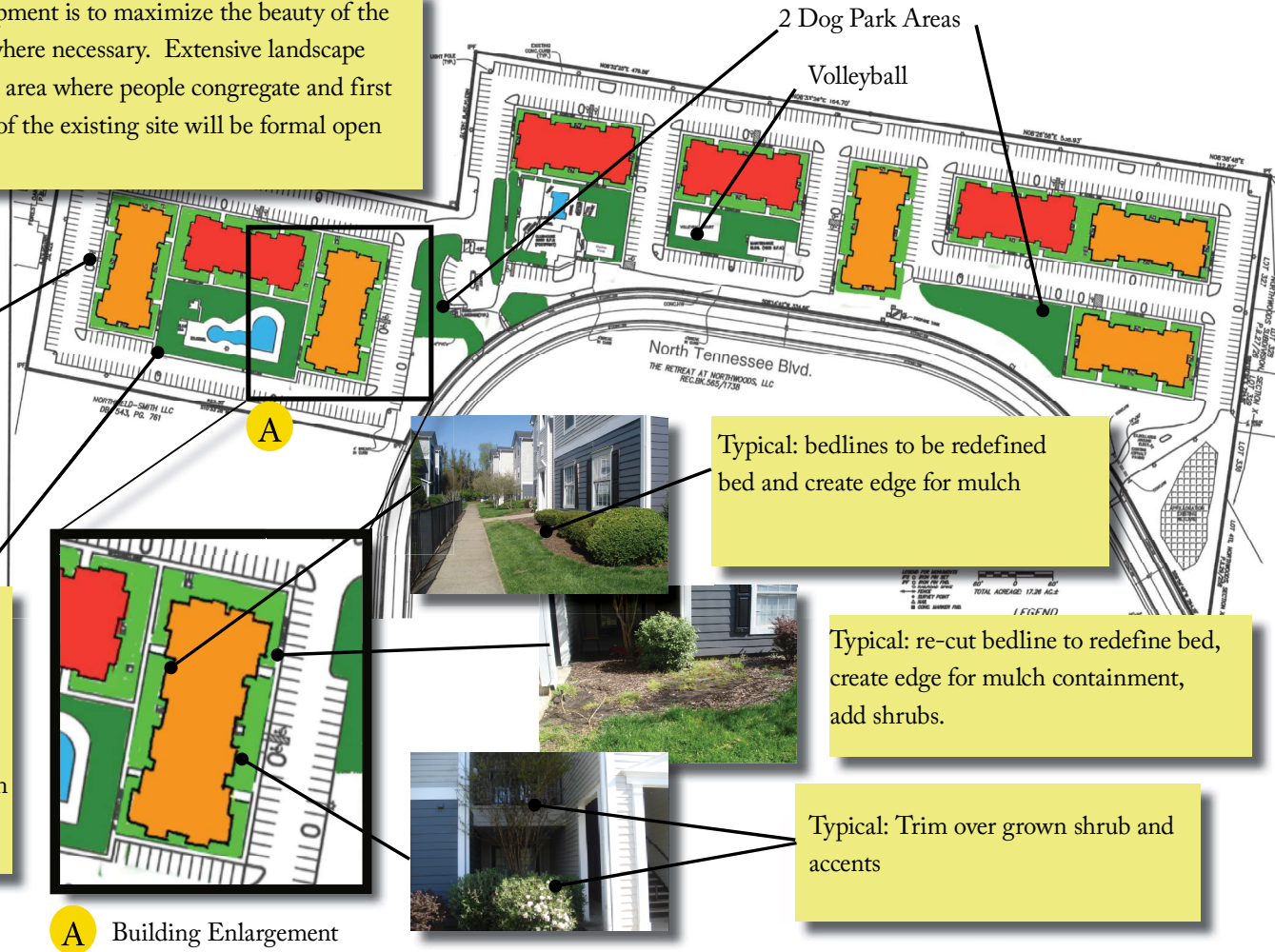
The landscape strategy for the development is to maximize the beauty of the existing landscaping and enhancing where necessary. Extensive landscape improvements will be reserved for the area where people congregate and first impression areas. 24,280 square feet of the existing site will be formal open space.

### Light Green Color

This color represents areas that are anticipated to have new landscaping installed where necessary however, primary filling in where existing landscaping has been damaged or died

### Dark Green Color

This color represents areas that are anticipated to have extensive new landscaping with the expectation of bringing new visual vitality to the main entrance, offices, and amenity areas.



## Covered Parking

# The Pointe at Raiders Campus

## PLANNED RESIDENTIAL DEVELOPMENT

In an effort to improve the quality for the apartments, the new ownership group would like to introduce covered parking as an additional amenity to the development.

Metal Trim w/ Asphalt Singles  
& Brick Columns



6 Carport Covers  
(48 Carport Spaces)

Note: The exact design, locations, and final design elements will be determined when submitting for Site Plan Review

The red color indicates areas where the new ownership desires to provide covered parking in the form of carports. Location of cover parking is distributed based on owners preference.



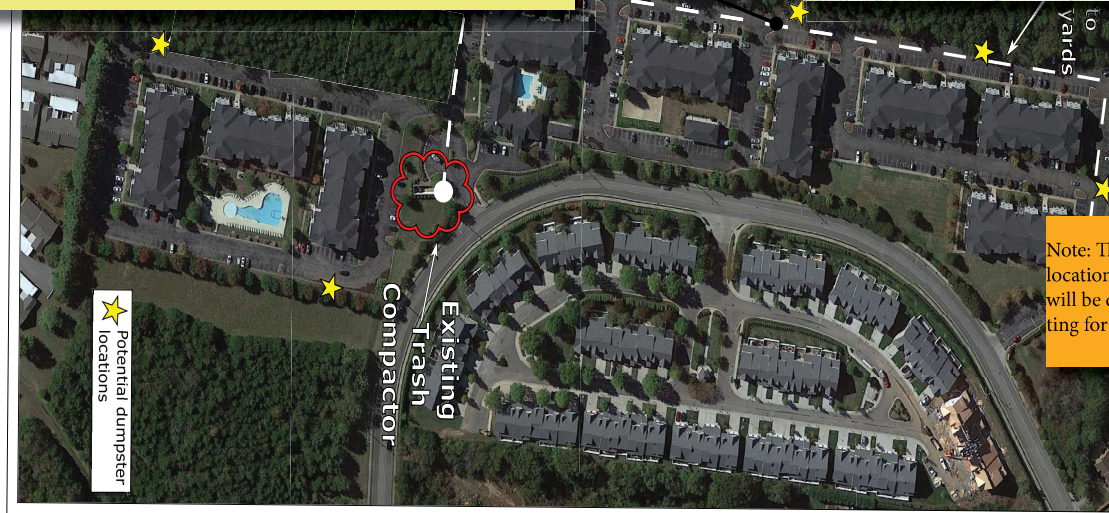
  
NORTH

## Dumpster Location Map

## The Pointe at Raiders Campus

### PLANNED RESIDENTIAL DEVELOPMENT

Trash collection and disposal has been a constant problem in the operations of the existing apartments under the previous management group. The compactor unit is often over-run with debris, and, as a result poly cart trash cans are also being underutilized to deal with the overflow. The new management group will be implementing a new solid waste management strategy utilizing six new dumpsters strategically located around the property. The dumpster will meet the design criteria described in the zoning ordinance. The trash compactor will be removed and the area will be re-purposed as green space for the use of the tenants.

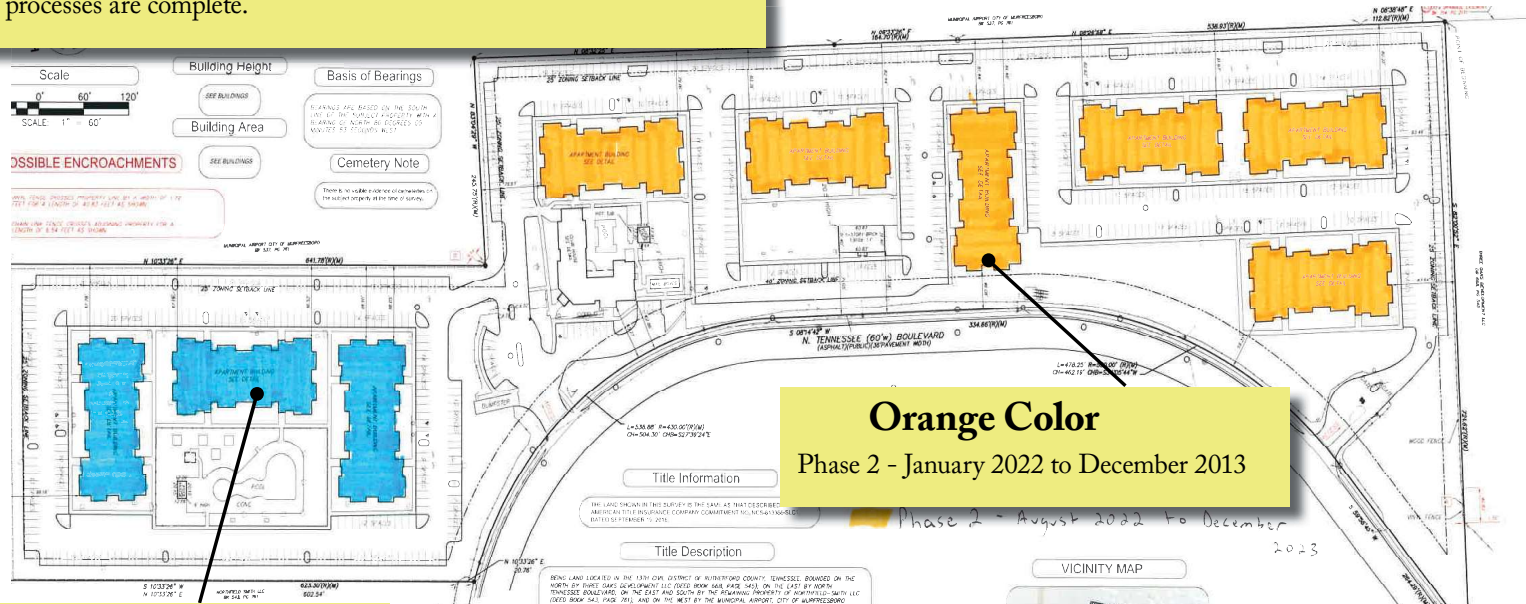


Note: The exact design, dumpster locations, and landscape screening will be determined when submitting for Site Plan Review

# Phasing Strategy

## PLANNED RESIDENTIAL DEVELOPMENT

The phasing strategy for the development is based on rezoning the property to PRD, the site planning process and the market conditions once the rezoning and site plan processes are complete.



►  
NORTH

### Development Standards:

- Development will include 346 units, 588 bedrooms, 587 baths.
- The maximum building height of 60'-0".
- The units will have surface 706 parking spaces, proposed 48 carports spaces, and 16 handicap spaces.
- All parking will be screened from the public right-of-way
- Parking will comply with the Murfreesboro Zoning -Regulations of 1.1 parking spaces per 1 bedroom units, 2.2 parking spaces per 2 bedroom units and 3.3 parking spaces per 3 bedroom units.
- Solid waste will be through use of 6 new dumpsters located throughout the site, removing the existing compactors.
- New monument signage will be associated with this development with new branding under separate permit.
- The development will be managed by a owners internal management company.
- Mail delivery will be accommodated via an existing mail kiosk area.
- Common open space both existing and new will be maintained by owners internal management company.
- public right-of-way
- ADA paths of travel will meet the current standards throughout the development.

Building Elevation Materials:  
Brick  
Metal  
Vinyl Siding

Current Unit-Mix & Bedcount

# of Units	Unit-Type	Avg. SF per Unit-Type	# of Bedrooms per Unit-Type	Total Bedrooms	REQUIRED PARKING
108	3 Bed / 3 Bath	1,509	3	324	1.1 = 356
108	4 Bed / 4 Bath	1,696	4	432	1.1 = 475
1	2 Bed / 1 Bath (Maintenance Apartment #1)	1,429	2	2	1.1 = 2
1	2 Bed / 2 Bath (Maintenance Apartment #2)	1,810	2	2	1.1 = 2
<b>218</b>				<b>760</b>	<b>835</b>

Current Parking Numbers

Current Required Parking Count	836
Current Parking Count*	830
Handicapped Spaces	16
Current Parking Surplus	-6

Post-Renovated Unit-Mix & Bedcount

# of Units	Unit-Type	Avg. SF per Unit-Type	# of Bedrooms per Unit-Type	Total Bedrooms	REQUIRED PARKING
108	1 Bed / 1 Bath - A1 - (created from 4x4 Bifurcation)	528	1	108	1.5/BED = 162
108	2 Bed / 2 Bath - B1 - (created from 4x4 Bifurcation)	916	2	216	1.1/BED = 238
20	1 Bed / 1 Bath - A2 - (created from 3x3 Bifurcation)	735	1	20	1.5/BED = 30
20	1 Bed / 1 Bath - A3 - (created from 3x3 Bifurcation)	529	1	20	1.5/BED = 30
44	2 Bed / 2 Bath - B2 - (created by combining two 3x3's)	1,170	2	88	1.1/BED = 97
44	3 Bed / 3 Bath - C1 - (created by combining two 3x3's)	1,537	3	132	1.1/BED = 145
1	2 Bed / 1 Bath - B3 - (Maintenance Apartment #1)	1,429	2	2	1.1/BED = 2
1	2 Bed / 2 Bath - B4 - (Maintenance Apartment #2)	1,810	2	2	1.1/BED = 2
<b>346</b>				<b>588</b>	<b>706</b>

Post-Renovated Parking Numbers

Post-Renovated Required Parking Count	706
Post-Renovated Parking Count*	804
Handicapped Spaces	16
Post-Renovated Parking Surplus	98

\*Assumes we will eliminate 8 spaces by removing trash compactor and 18 spaces in order to add greenspace islands by new dumpsters

\*Requesting up to 48 covered parking spaces

#### **General Applicability - Section 13B – Planned Development**

- 1. Ownership and division of land:** *The site is owned by the developer identified on Sheet 1, The lot is currently zoned RM-16 and OG in the City of Murfreesboro.*
- 2. Waiver of BZA action:** *No BZA actions will be required.*
- 3. Common space and common elements:** *24,280 s.f. area will be formal open space. All the formal open space area will be receiving enhanced landscaping treatment.*
- 4. Accessibility of site:** *The property is accessible from North Tennessee Boulevard, a Community Collector designated street.*
- 5. Off-street parking .** *Existing parking spaces will be reduced but will exceed the City of Murfreesboro requirements by 98 stalls due to a bedroom count reduction.*
- 6. Pedestrian circulation:** *Sidewalks are in place on North Tennessee Boulevard.*
- 7. Privacy:** *The development currently has fencing and landscaping around the perimeter of the property however, additional screening will be necessary in certain locations.*
- 8. Relationship to zoning regulations and other zoning regulations:** *A PRD is being requested for the subject property. Which includes 16.62 acres zoned RM-16 and .64 acres zoned OG for a total of 17.26 acres.*
- 9. Development Period; Phasing.** *The project shall be completed in two phases.*
- 10. Annexation:** *No annexation is required for this site.*
- 11. Landscaping:** *The apartment development's landscaping will be augmented to meet all minimum landscaping requirements outlined in Section 27 of the Zoning Ordinance. The quantities will be consistent with Section 27.*

#### Section 13D – Planned Development Criteria Requirements

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: *Shown in pattern book on Sheet 4.*

2. a graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; *Shown in pattern book Sheet, 6-10.*

3. a plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; *Sheet, 6.*

4. a drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing; *Sheet, 10-17.*

5. a tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; *Sheet 20.*

6. aa tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); *These are existing apartments and all these ratios are embedded in the project currently.*

7. a written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; *This is an existing facility zoned RM-16 (16.62 ac.) and OG (.64 ac.). The need for the PRD has been triggered by an increase in density due to the increase in units from 218 units (12.6 units per acre) to 346 units (20.04 units per acre) even though the bedroom count is being reduced from 760 bedrooms to 588 bedrooms.*

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

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

(bb) the order in which the phases of the project will be built;

(cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and,

(dd) a breakdown by phase for subsections [5] and [6] above;

*The project will be completed in two phases, see Sheet 19.*

9. proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; *The project will be managed by the new ownership group which has an excellent track record on managing these types of properties.*

10. a statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed; *Exception #1 we are requesting an increase in unit density to 19.98 units per acre, even though the bedroom count is being reduced within the building footprints.*

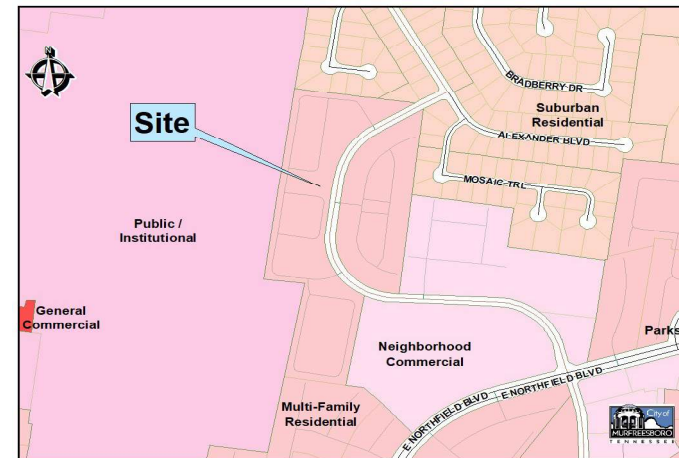
11. the nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; *No overlay zones apply to this property.*

12. the location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; *This project is not impacted by the Major Thoroughfare Plan.*

13. the name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; *See Sheet 2.*

14. architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. *See Sheets 11-15.*

15. if a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements: *The development will be receiving a "Branding" overhaul which will include the entrance sign. That process is yet to begin under separate permit.*



The proposed use is consistent with the 2035 plan which calls for the Multi-Family Residential usage.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Chase Salas  
Warren Russell  
Shawn Wright  
Rick LaLance  
Jennifer Garland

**STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Brad Barbee, Planner  
Joel Aguilera, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Michele Emerson, Assistant City Engineer  
Sam Huddleston, Dev't Services Executive Dir.

**1. Call to order:**

Chair Kathy Jones called the meeting to order at 6:00 pm.

**2. Determination of a quorum.**

Chair Jones determined that a quorum was present.

**3. Approve minutes of the April 21, 2021 & May 5, 2021 Planning Commission meetings:**

Mr. Chase Salas moved to approve the Minutes of the April 21, 2021 and May 5, 2021 meetings; the motion was seconded by Mr. Warren Russell; there being no discussion the motion carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

There being no further discussion, Mr. Warren Russell made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

**Zoning application [2021-409] for approximately 17.26 acres located along North Tennessee Boulevard to be rezoned from RM-16 and OG to PRD (The Pointe at Raiders Campus PRD), CREI-MTSU, LLC applicant.**

Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brick Murfree, representing the application, spoke briefly about the project making known that a neighborhood meeting had been conducted about the redevelopment of this property. Mr. Clyde Rountree of Huddleston-Steele Engineering gave a presentation on the proposed improvements. Mr. Christopher Mouron, the applicant, then came forward to explain that the redevelopment proposal would be creating a new design and would eliminate the existing purpose-built development consisting of four-bedroom units. Once this proposal is finished, it would have an increased number of units while decreasing the number of potential residents. With the unit reconfiguration they would be adding and

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021

upgrading many amenities. Once approved, they would begin work in 2022 and it would take fourteen to sixteen months for completion.

Chair Jones opened the public hearing.

1. **Ms. Elizabeth Abernathy, 1140 East Northfield Boulevard** –is in favor of the zoning application. She made known about the deplorable conditions that have occurred on the property and welcomes the changes.
2. **Ms. Joanna Medlen, 1130 East Northfield Boulevard** – is in favor of the zoning application. She made known she was the President of the Board for Forest Oaks 2. She welcomes the changes that are being proposed with this zoning application.

There being no further speakers, Chair Jones closed the public hearing.

Mr. Chase Salas applauded the applicant for bringing this redevelopment to our City.

There being no further discussion, Mr. Rick LaLance made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

**ORDINANCE 21-OZ-22** 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 17.26 acres located along North Tennessee Boulevard from Residential Multi-Family Sixteen (RM-16) District and General Office (OG) District to Planned Residential Development (PRD) District (The Pointe at Raiders Campus PRD); CREI-MTSU, LLC, applicant(s) [2021-409].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The 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:

1<sup>st</sup> reading \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

SEAL



P

Ordinance 21-OZ-22

Area rezoned  
from OG to PRD

Area rezoned  
from RM-16 to PRD

RS-15

PRD

PRD

RM-16

CF

CF

RM-12

RM-12

RM-12

R-MO

RM-16

RM-16

RM-16

CL

CH

CM

RS-15

PRD



RS-15 RS-15

RS-12

RS-15

RS-12

RS-15

RS-12

OG

RS-12

RS-12

RS-A1

ALEXANDER BLVD

MOSAIC TRL

NORTH TENNESSEE BLVD

NORTH TENNESSEE BLVD

E NORTHEIELD BLVD

BRADBERRY DR

CF

R-MO

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Rezoning property along Leaf Avenue  
[Public Hearing Required]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

## Summary

Rezone approximately 0.33 acres located along the west side of Leaf Avenue south of East Clark Boulevard.

## Staff Recommendation

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

## Background Information

BNA Homes, LLC presented a zoning application [2021-410] for approximately 0.33 acres located along the west side of Leaf Avenue to be rezoned from RS-10 (Single-Family Residential District 10) to PRD (Planned Residential District). During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

## Council Priorities Served

### *Improve Economic Development*

This rezoning will enable development of single-family detached homes, consistent with the expressed desire of Council to see additional inventory of single-family detached homes.

## Attachments:

1. Ordinance 21-OZ-23
2. Maps of the area
3. Planning Commission staff comments from 06/02/2021 meeting
4. Planning Commission minutes from 06/02/2021 meeting
5. Leaf Avenue PRD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JUNE 2, 2021  
PROJECT PLANNER: HOLLY SMYTH**

**5.e. Zoning application [2021-410] for approximately 0.33 acres located along Leaf Avenue to be rezoned from RS-10 to PRD (Leaf Avenue PRD), BNA Homes, LLC applicant.**

The subject property is located on the west side of Leaf Avenue just south of the intersection of Palmer Drive and Leaf Avenue. The property consists of 1 existing parcel totaling 0.33 acres and is identified as Tax Map 090H, Group A, Parcel 00501. The parcel is currently vacant and is zoned RS-10 (Single-Family Residential District 10). The applicant wishes to rezone the property to PRD (Planned Residential District). The proposed PRD would consist of 2 single-family detached units on 2 separate lots. The proposed gross density would be 6.6 dwelling units per acre.

**Adjacent Zoning and Land Uses**

The surrounding zone districts include primarily RS-10 to the south, RM-12, RM-16, and RD to the east, RS-15 to the northeast, and OG-R to the north. The primary surrounding land uses are single-family dwellings to the south, followed by apartments to the northwest and east, a dental office directly to the north, and a church to the northeast. The proposed development would not require any landscape buffers because it is a single-family detached use.

**Proposed PRD**

The existing zone district allows for 1 single family home per 10,000 square-foot lot. The applicant is requesting the PRD, in order to subdivide the existing lot into one 7,395 square-foot lot and one 6,815 square-foot lot and then construct two single-family detached dwellings. The proposal is most similar to what would be allowed in an RS-6 zone district.

The development would have direct access to Leaf Avenue (which is designated as a 'Local Street'). Site Plan page 7 of the program book provides the site layout and summarizes most of the proposal, which includes two 3-bedroom single-family detached homes (each with a minimum of 1,800 square feet of living area) with small porches. Lot 1 will have 4 surface parking spaces and an enclosed 2-car garage while Lot 2 will have 4 surface parking spaces and an enclosed 1-car garage (to reduce the visual presence in proportion to the narrow 30' wide house). The proposal meets the minimum parking standards of 4 spaces separate from the

garage within the driveway. Three (3) mature tree at the back of both lots are proposed to be retained if possible. Primary exterior materials would be painted cementitious lap siding, stone, and brick water table in a Contemporary architectural style. Minimum building setbacks for the development are proposed to be a minimum of 35' front, 5' and 8' sides (for lots 1 and 2 respectively), and 20' rear. The pattern book states that the development will include 72%-77% open space for lots 1 and 2, respectively. The landscape requirements of the Zoning Ordinance do not apply as single-family dwellings are excluded from the applicability.

The Planned Residential District zoning proposes the following exceptions to the comparative standards of the comparative RS-6 zoning regulations:

1. Lot 2 is proposed to have a lot width of 47', which is 3' less than the comparative RS-6 standard of 50' minimum.

### **Future Land Use Map**

The future land use map contained in the Murfreesboro 2035 Comprehensive Plan, which was adopted in July 2017, recommends that the subject property develop with a *Suburban Residential* land use character (see excerpt from the future land use map below). This classification intends to serve as a transition from urban to rural residential development and is predominantly located along the periphery of the City. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation. 2.0-3.54 dwelling units per acre is the recommended density.

While single-family attached residential uses are consistent with the *Suburban Residential* land use character in certain circumstances, the more intense single-family residential use that is proposed at 6.6 dwelling units per acre is not consistent with the recommended density of the *Suburban Residential* land use character. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.



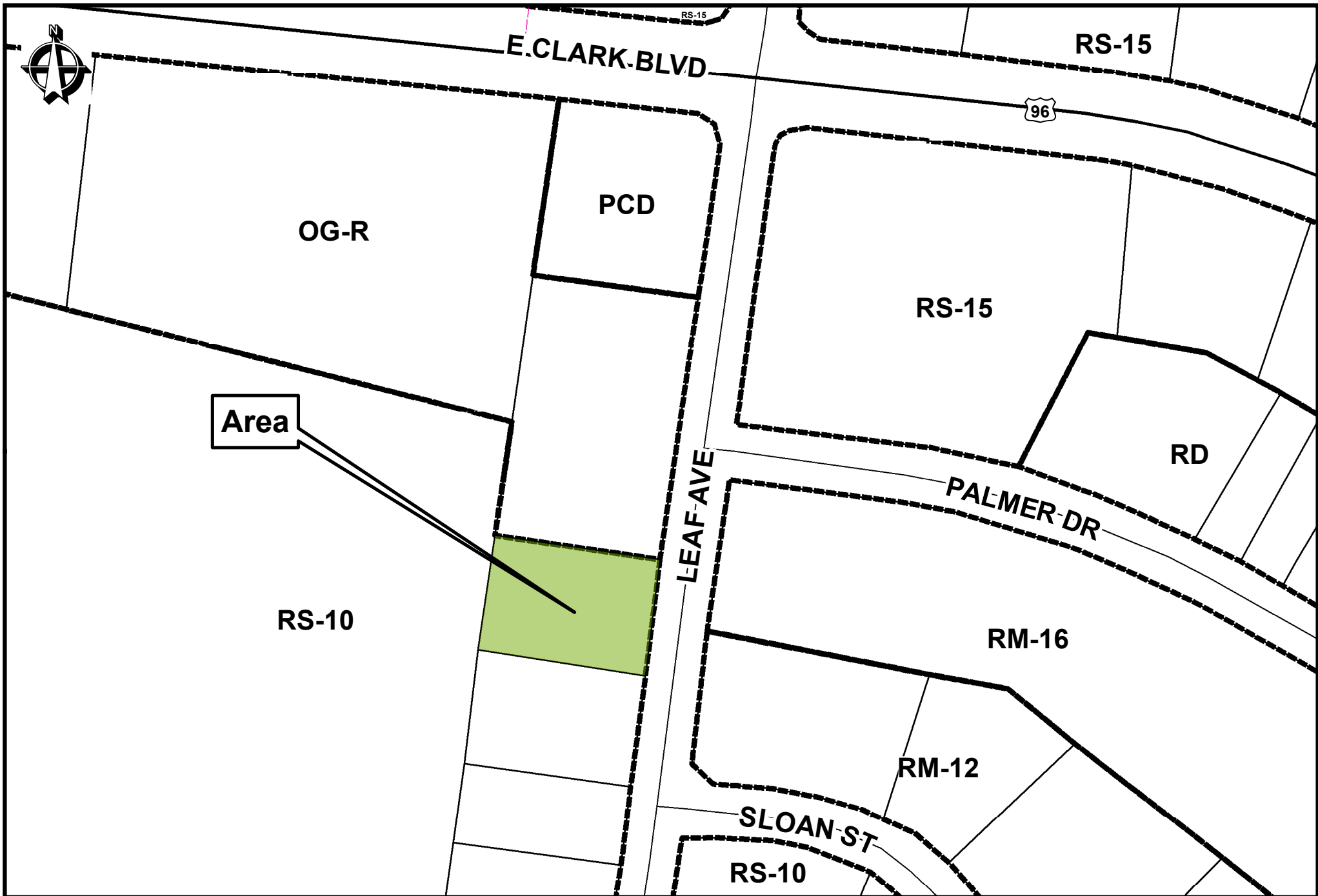
### **Department Recommendation**

Staff is supportive of this rezoning request, including the deviation from the future land use map, for the following reasons:

- 1) The proposal supports infill of a vacant lot with single-family detached homes; and
- 2) The proposed use provides a transition from a lower-density residential area to the adjacent business use closer to East Clark Boulevard.

### **Action Needed**

The applicant will provide an initial presentation at the Planning Commission meeting to answer initial questions regarding the proposed rezoning. The Planning Commission needs to schedule a public hearing for this matter. Staff recommends a public hearing date of June 2, 2021.



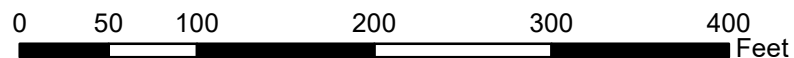
**Zoning Request for Property Located along Leaf Avenue  
RS-10 to PRD (Leaf Avenue PRD)**



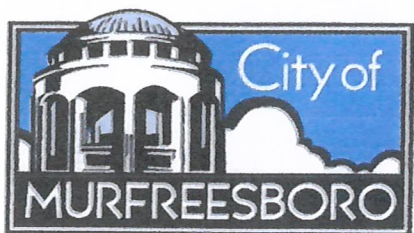
Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



**Zoning Request for Property Located along Leaf Avenue  
RS-10 to PRD (Leaf Avenue PRD)**



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

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: BNA HOMES, LLC - BRIAN BURNS

Address: 611 PUBLIC<sup>SP</sup> City/State/Zip: MURFREESBORO, TN 37130

Phone: 615.405.5649 E-mail address: \_\_\_\_\_

PROPERTY: \_\_\_\_\_ OWNER: SAME AS ABOVE

Street Address or  
property description: \_\_\_\_\_

and/or Tax map #: 0904 Group: \_\_\_\_\_ Parcel (s): 00501

Existing zoning classification: RS-10

Proposed zoning classification: PR20 Acreage: .15

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

applicant): Clyde Rountree - Huddleston-Steele Eng. 615.509.5930

E-mail: roundtree.associates@yahoo.com

APPLICANT'S SIGNATURE (required): Clyde Rountree

DATE: 4/14/2021

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

Date received: \_\_\_\_\_ MPC YR.: \_\_\_\_\_ MPC #: \_\_\_\_\_

Amount paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_

4.14.2012

Mr. Greg McKnight  
Acting Planning Director  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Rezoning Request

Described as Tax Map 090H and parcels 00501 and .15 +/- acres. .

Dear Mr. McKnight:

On behalf of our client, Mr. Brian Burns, we hereby request the rezone of a .15 +/- acre tract of land located on Leaf Avenue to PRD zoning in the City. The property located at Tax Map 090H and parcels 00501. Our client plans to build two detached single-family homes on two separate lots.

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.

## **Leaf Avenue PRD**

SUBMITTED FOR THE JULY 7, 2021 FOR THE JULY 29, 2021 CITY COUNCIL MEETING



## SITE INDEX

1. Development Team & Project Summary
2. Zoning Map
3. Utility Map
4. Hydrology and Topography Map
5. Aerial Map
6. Existing Conditions
7. Site Plan
8. Architecture Home 1
9. Architecture Elevations 1A
10. Architecture Elevations 1B
11. Architecture Home 2
12. Architecture Elevations 2A
13. Architecture Elevations 2B
14. Conceptual Landscape Plan
15. Development Standards
16. Planned Development Criteria
17. Planned Development Criteria

#### **PROJECT SUMMARY**

Two new homes are being proposed for this vacant lot on Leaf Avenue. The site is the neighboring property to the north of the Dental Associates building and across the street from the College Park Apartments and the Church of Jesus Christ of Latter Day Saints. The subject property is directly east of the Evergreen Cemetery.

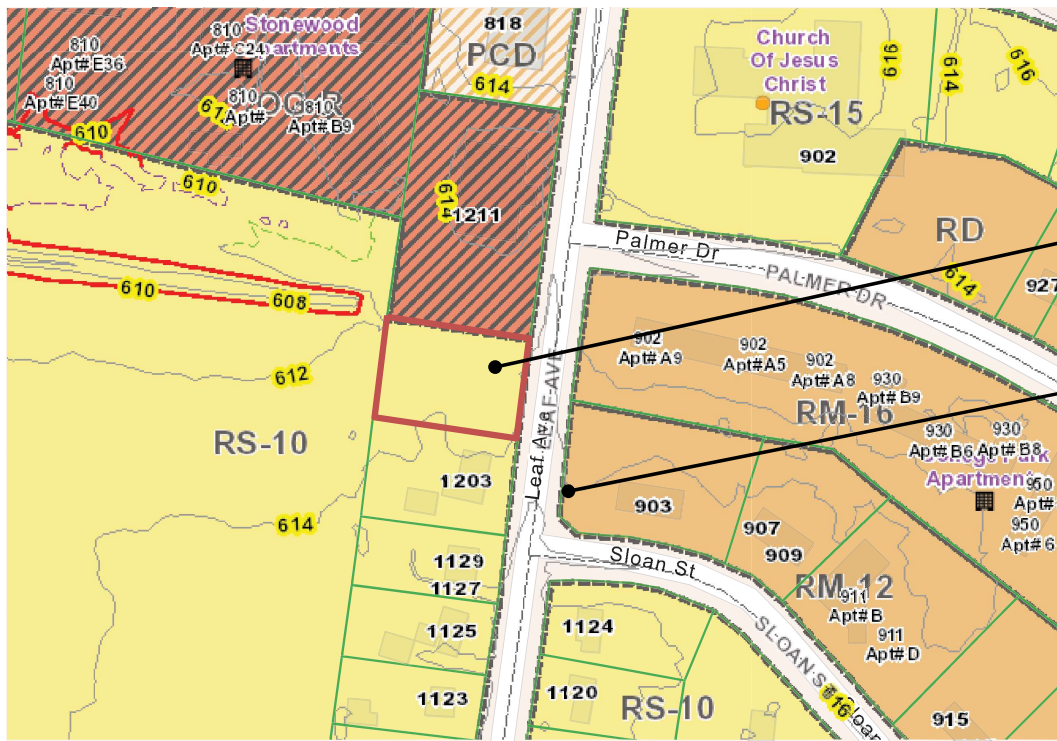
The developer desires to build two homes, each having their own parcel, on the existing property. The homes will have a contemporary style architecture. Homes will be a combination of cementitious siding styles and brick on a 6,815 square foot lot (Lot 1) and a 7,395 square foot lot (Lot 2). Home #1 will have a maximum square footage of 2,067, and Home #2 will have a maximum square footage of 2,393. The homes will have three bedrooms with two front entry garages. The homes will have concrete driveways capable of parking four additional cars per driveway.

#### **OWNER / DEVELOPER**

BNA Homes, LLC.  
Howard Wilson and Brian Burns  
6 N. Public Square  
Murfreesboro, TN, 37130  
615.405.5647

#### **PLANNING AND ENGINEERING**

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



- The subject property is adjacent to OG-R zoning to the north, RS-10 to west and south, and RM-16 & RM-12 to the east.
- The subject property is proposed to be rezoned PRD.

**SITE**

**Leaf Avenue**



### THE SUBJECT PROPERTY UTILITY PROVIDERS:

- Water is provided by Murfreesboro Water Resources.
- Electric is provided by Middle Tennessee Electric Membership Corporation.
- Sewer is provided by Murfreesboro Water Resources.

### LEGEND

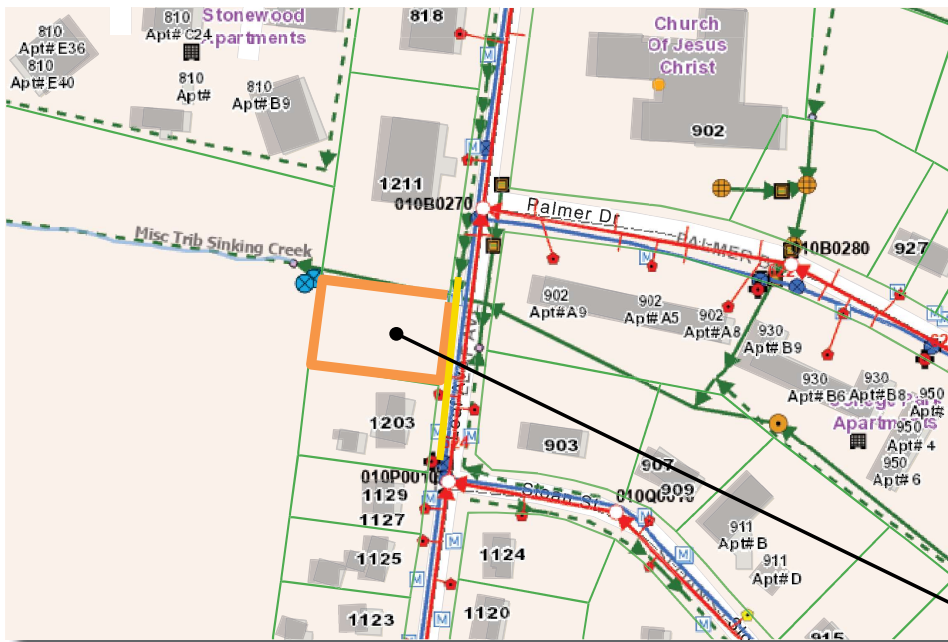
Water



Sewer



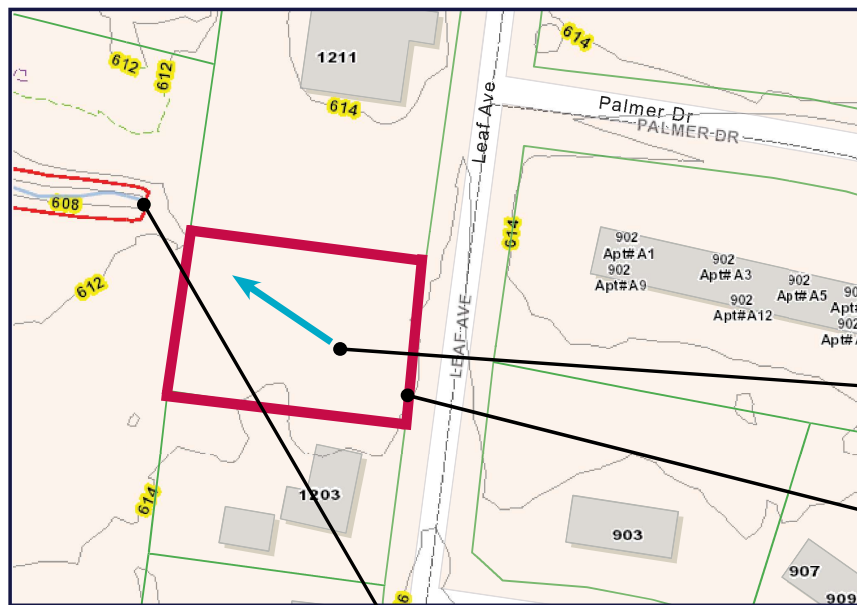
Stormwater



**SITE**



The subject property is flat with about a 2 feet of grade change rolling from the east of the property to the north and west.



### LEGEND

Contour Line



Drainage Direction

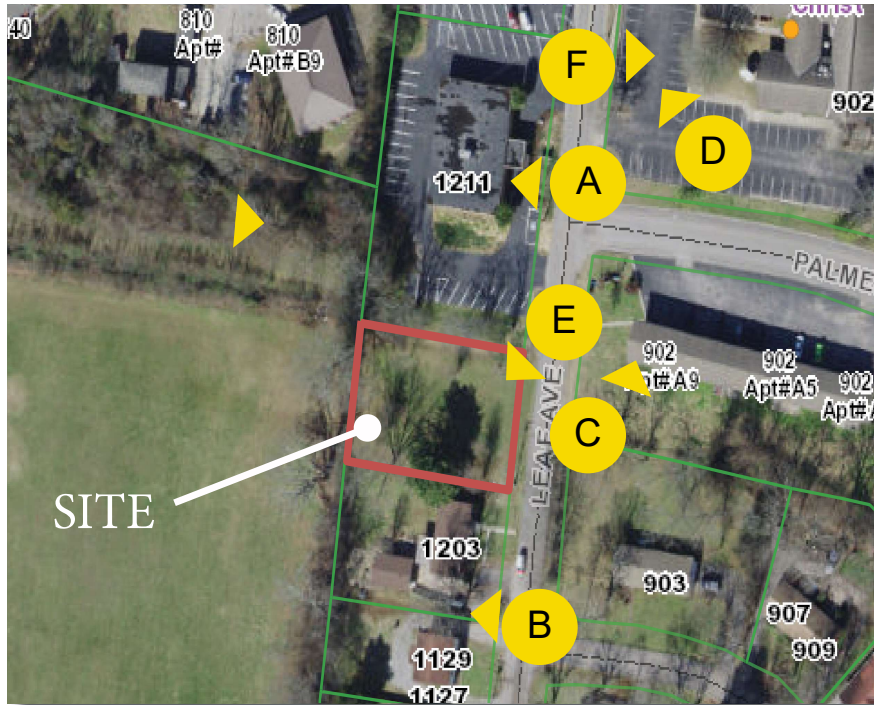
SITE

Off Site Drainage





## Existing Conditions



The subject property is embedded in an existing neighborhood and is surrounded by a mixture of uses including a church, apartments, dental clinic, single family homes, and a cemetery.



Image of Existing Site



# Site Plan

# Leaf Avenue PRD

## PLANNED RESIDENTIAL DEVELOPMENT

### SITE DATA:

Acreage: .33 AC, 14,210 Sq. Ft.  
Proposed Units: 2 Single Family  
Detached Homes  
Density:  $2 / .33 = 6.6$  Units Per Acre

Lot 1: 7,395 Sq. Ft.  
Lot 1: 51' x 145'  
Lot 2: 6,815 Sq. Ft.  
Lot 2: 47' x 145'

2 (3 Bedroom) Homes @ 4 spaces per unit = 8  
Spaces Required, 11 Spaces Provided

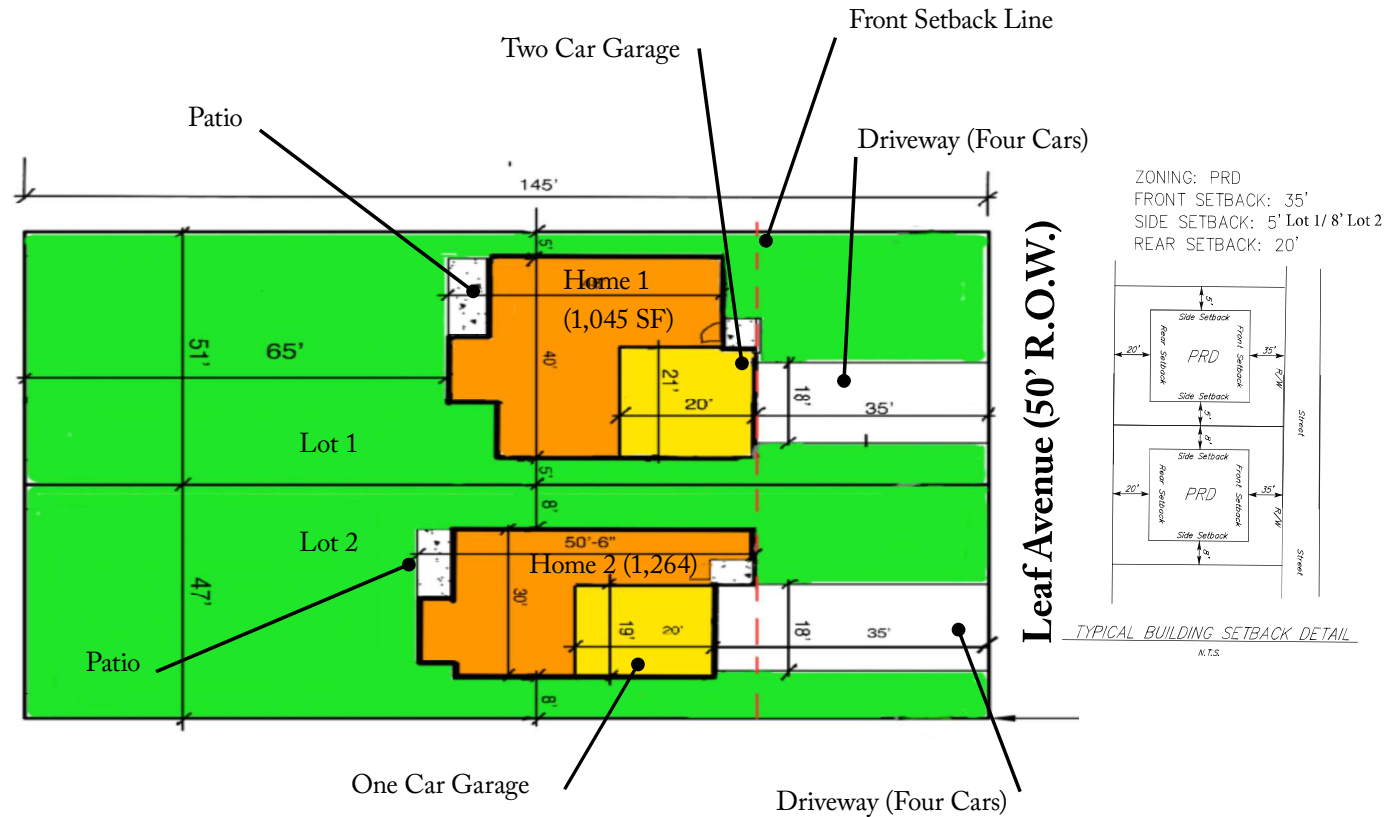
Single Family Home: 1800 minimum square  
feet of living space

Maximum Height: 35'

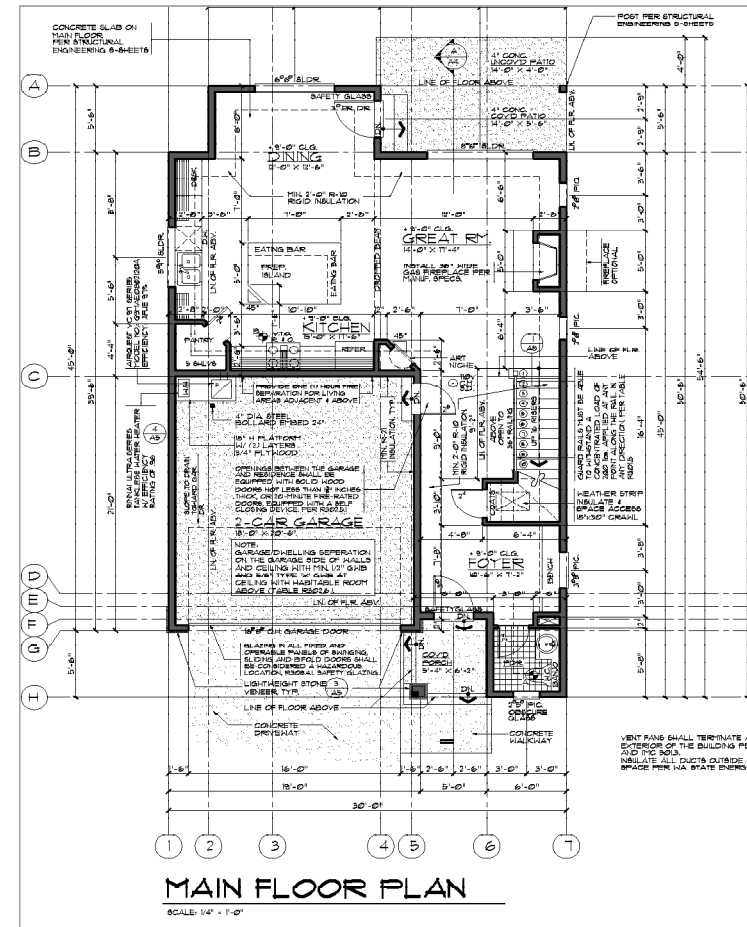
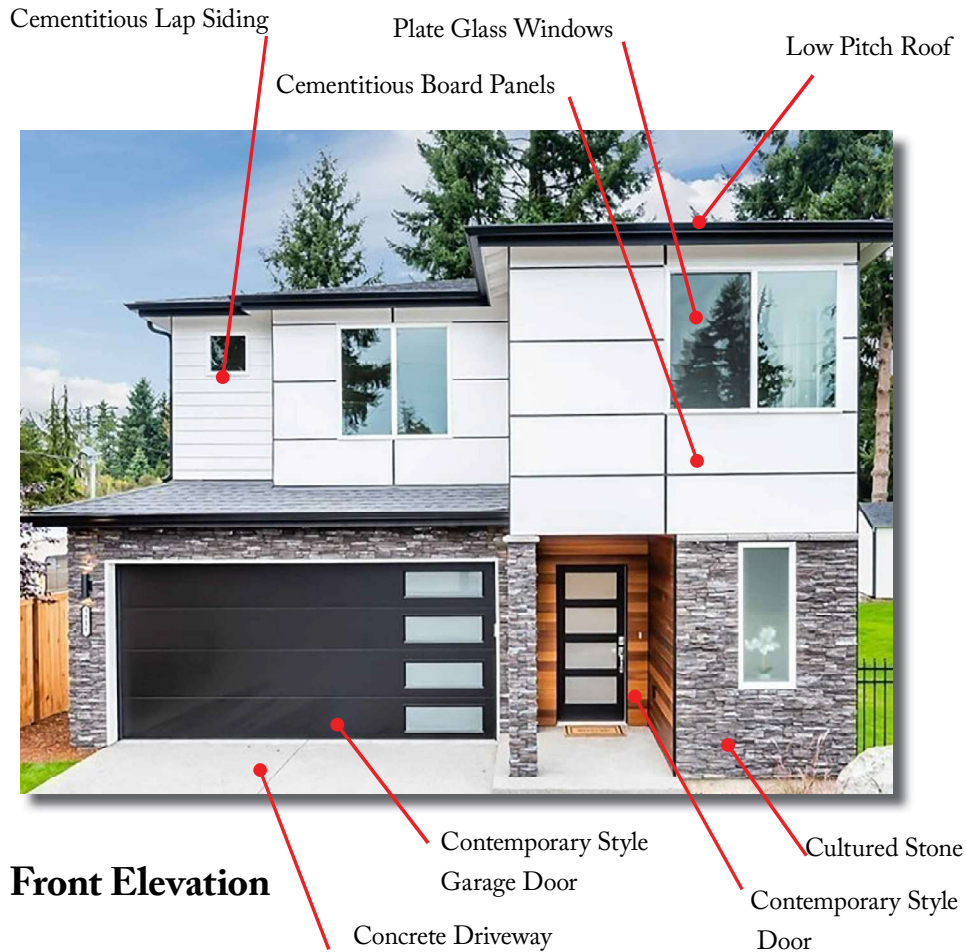
Homes are proposed to be for-sale properties  
each on their own parcel..

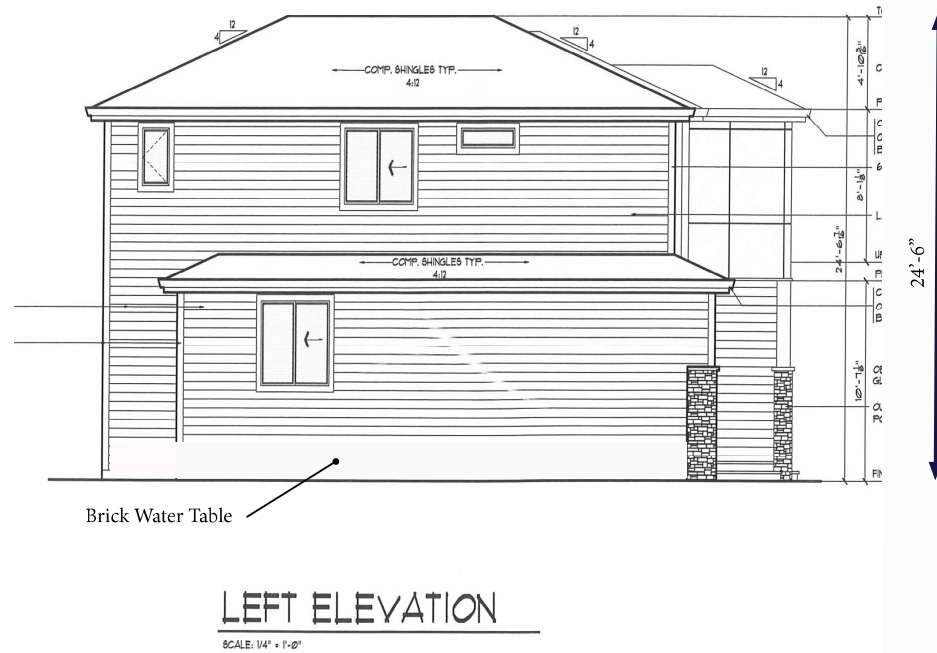
HVAC placement will be rear of homes.

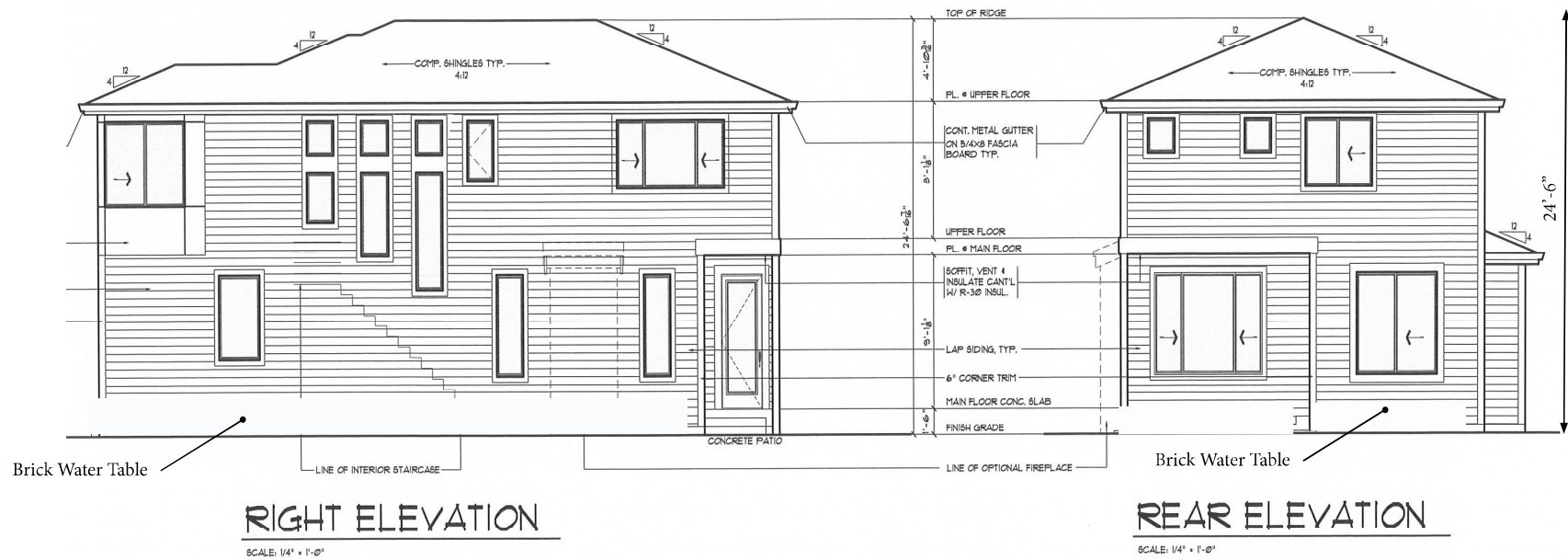
City of provide solid waste pick-up

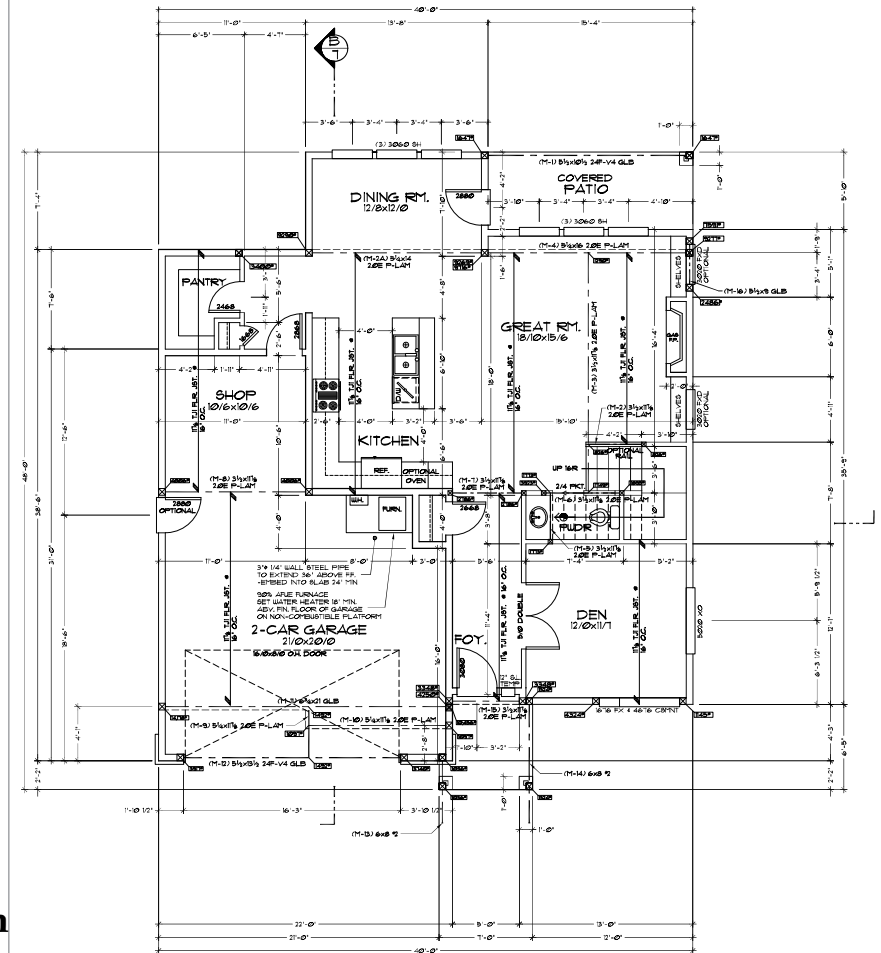


**HS HUDDLESTON-STEELE**  
**ENGINEERING, INC.**  
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
TELEPHONE: 615-893-4084 FAX: 615-893-0080

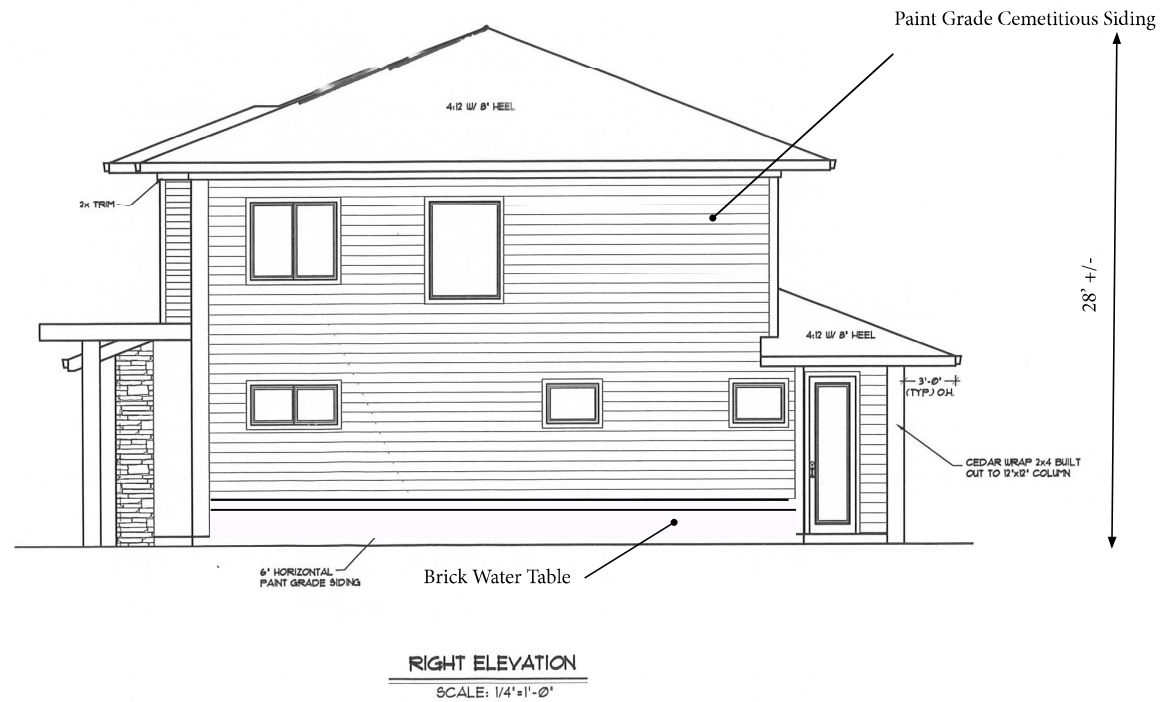








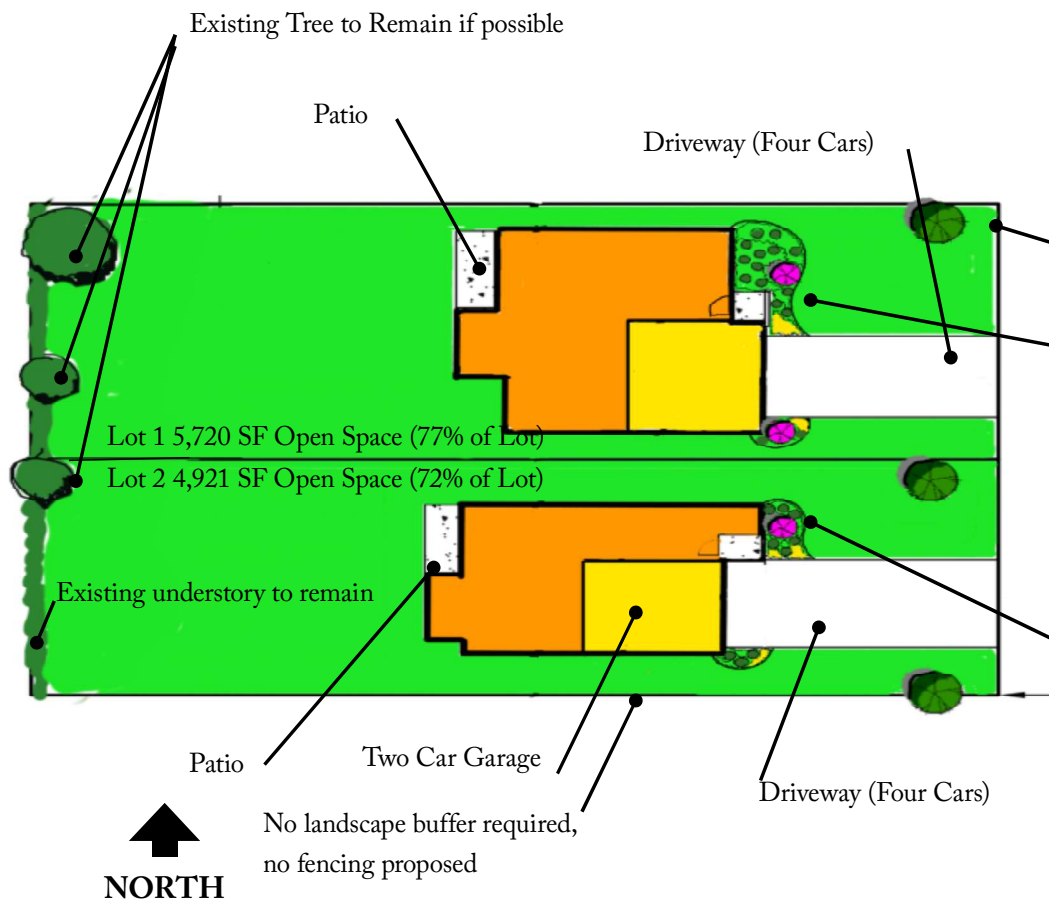




# Conceptual Landscape Plan

## Leaf Avenue PUD

### PLANNED RESIDENTIAL DEVELOPMENT



Shade Tree



Foundation Planting



Accent Tree

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

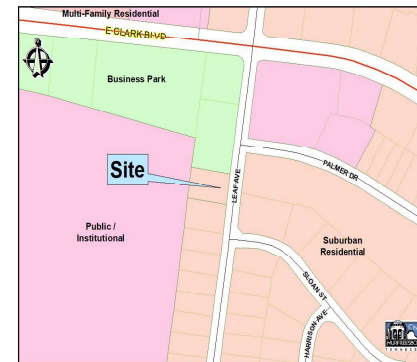
### Development Standards:

- Development will include (2) 3-Bedroom homes
- The maximum building height of 28'-0"
- The homes will have 8 surface parking spaces and 4 garage spaces
- Solid waste will be through use of trash cans stored in garages and provided by the City.
- Sidewalks will not be provided on Leaf Avenue
- No signage may be associated with this development
- Mail delivery will be accommodated via individual mailboxes
- The garages are to meet minimum parking requirements. Parking will comply with the Murfreesboro Zoning Regulations of four parking spaces per dwelling unit.
- Telecommunication and television equipment shall be located on the rear of the proposed buildings.
- AC units will be located on the rear of the houses

#### Building Elevation Materials:

- Cementitious Siding
- Brick
- Cultured Stone

LAND REQUIREMENTS TABLE				
SETBACKS	RS-10	RS-6	PRD	Variance to Comparative Dist.
FRONT SETBACK	35'	35'	35'	0'
SIDE SETBACK	10'	5'	5'	0'
REAR SETBACK	25'	20'	20'	0'
Min. Lot Area	10,000	6,000	(L1) 7,395 / (L2) 6,815	
Min. Lot Width	65'	50'	(L1) 51' / (L2) 47'	(L1) +1 / (L2) -3'
Max. Height	35'	35'	28'	(-) 6'
Max. Gross Density	4.4	7.2		6.6 (-) .6
Max. F.A.R.	none	none	none	
Min. L.S.R.	none	none	none	
Min. O.S.R.	none	none	none	
Max. Lot Coverage	25	50	(L1) 14% (L2) 19%	(L1) -36% (L2) -31%



The future land use map contained in the Murfreesboro 2035 Comprehensive Plan recommends that the property develop with the Suburban Residential land use character. This designation allows for a density of 2.0-3.54 dwelling units per acre. Although we are planning on single family detached homes which is recommended in the 2035 Plan, we are requesting a gross density of 6.6 units per acre.

**General Applicability Section 13B for Planned Development**

**1. Ownership and division of land:** *The site is owned by the developer identified on Sheet 1, The lot is currently zoned RS-10 in the City of Murfreesboro.*

**2. Waiver of BZA action:** *No BZA actions will be required.*

**3. Common space and common elements:** *No Common Space is required for single family homes*

**4. Accessibility of site:** *Site will be accessed from Leaf Avenue, designated as a local street.*

**5. Off-street parking .** *See Sheet 7 for parking calculations.*

**6. Pedestrian circulation:** *Sidewalk will not be constructed with this project, there are no existing sidewalks along Leaf Avenue in this area.*

**7. Privacy:** *Currently there is no plan for privacy matters as this location.*

**8. Relationship to zoning regulations and other zoning regulations:** *A PRD is being requested for the subject property.*

**9. Development Period; Phasing.** *The project shall be completed in one phase.*

**10. Annexation:** *No annexation is required for this site.*

**11. Landscaping:** *Landscaping will be the responsibility of the new home owner.*

SITE DATA	ENTIRE PARCEL	LOT 1	LOT 2
Total Land Area	14,210 SF	7,395 SF	6,815 SF
Total Open Space	10,641 SF	5,720 SF (77%)	4,921 SF (72%)
Total Pervious	9,958 SF	5,720 SF	4,921 SF
Total Impervious	4,252 SF	1,675 SF	1,894 SF
Total Building Coverage	2,877 SF	1,045 SF (14%)	1,264 SF (19%)
Total Parking Lot Coverage	1,375 SF	630 SF	630 SF

### Section 13D – Planned Development Criteria Requirements

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: *Shown in pattern book on Sheet 3*
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; *Shown in pattern book Sheet, 4-6.*
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; *Shown in pattern book Sheet, 6-7.*
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; *Shown in pattern book Sheet, 7.*
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; *Shown in pattern book Sheet, 7-13.*
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); *Not applicable in this situation.*
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; *See page 15.*
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:
  - (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and,
  - (dd) a breakdown by phase for subsections [5] and [6] above;*The PRD will be constructed in one phase.*

9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; *Not applicable..*

10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed; *Exception #1 A reduction in lot width of 3' on Lot 1.*

11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; *The project is within the North Highlands Avenue Planning Study. The architecture was highly influenced by this study.*

12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; *The subject property is not influence by the Major Thoroughfare Plan.*

13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; *See Sheet 1.*

14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. *See Sheets 9-13.*

15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: *Does not apply.*

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Chase Salas  
Warren Russell  
Shawn Wright  
Rick LaLance  
Jennifer Garland

**STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Brad Barbee, Planner  
Joel Aguilera, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Michele Emerson, Assistant City Engineer  
Sam Huddleston, Dev't Services Executive Dir.

**1. Call to order:**

Chair Kathy Jones called the meeting to order at 6:00 pm.

**2. Determination of a quorum.**

Chair Jones determined that a quorum was present.

**3. Approve minutes of the April 21, 2021 & May 5, 2021 Planning Commission meetings:**

Mr. Chase Salas moved to approve the Minutes of the April 21, 2021 and May 5, 2021 meetings; the motion was seconded by Mr. Warren Russell; there being no discussion the motion carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021

**Zoning application [2021-410] for approximately 0.33 acres located along Leaf Avenue to be rezoned from RS-10 to PRD (Leaf Avenue PRD), BNA Homes, LLC applicant.**

Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brian Burns, the applicant, and Mr. Clyde Rountree of Huddleston-Steele Engineering were present at the meeting to represent the application. Mr. Rountree spoke briefly about the project from the Pattern Book that is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Jones opened the public hearing.

1. **Mr. Ben Jamison, 1211 Leaf Avenue** – requested to see photos of the proposed houses.

There being no further speakers, Chair Jones closed the public hearing.

Ms. Holly Smyth displayed the photos of the proposed houses from the pattern book.

Mr. David Ives announced in the applicant's pattern book on page 7, it states the homes would have one-car garages; and on page 14, it states the homes would have two-car garages. Mr. Rountree stated they would have two car garages, with parking for four vehicles. The corrections would be made to the pattern book.

Mr. Jennifer Garland commented that this is a great looking project with the surrounding area having a lot of different architectures. She feels this proposal benefits the area.

There being no further discussion, Ms. Jennifer Garland moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

**Zoning application [2021-411] for approximately 0.15 acres located along East Vine Street to be rezoned from RS-8 and CCO to PRD (The Nook on Vine PRD) and CCO, BNA Homes, LLC applicant.** Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Clyde Rountree of Huddleston-Steele Engineering, representing the application, gave a PowerPoint presentation of excerpts from the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jennifer Garland and carried by the following vote:

**ORDINANCE 21-OZ-23** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.33 acres located along Leaf Avenue from Single-Family Residential Ten (RS-10) District to Planned Residential Development (PRD) District (Leaf Avenue PRD); BNA Homes, LLC, applicant [2021-410].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The 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:  
  
1<sup>st</sup> reading \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:  
  
\_\_\_\_\_  
Jennifer Brown  
City Recorder

APPROVED AS TO FORM:  
  

DocuSigned by:

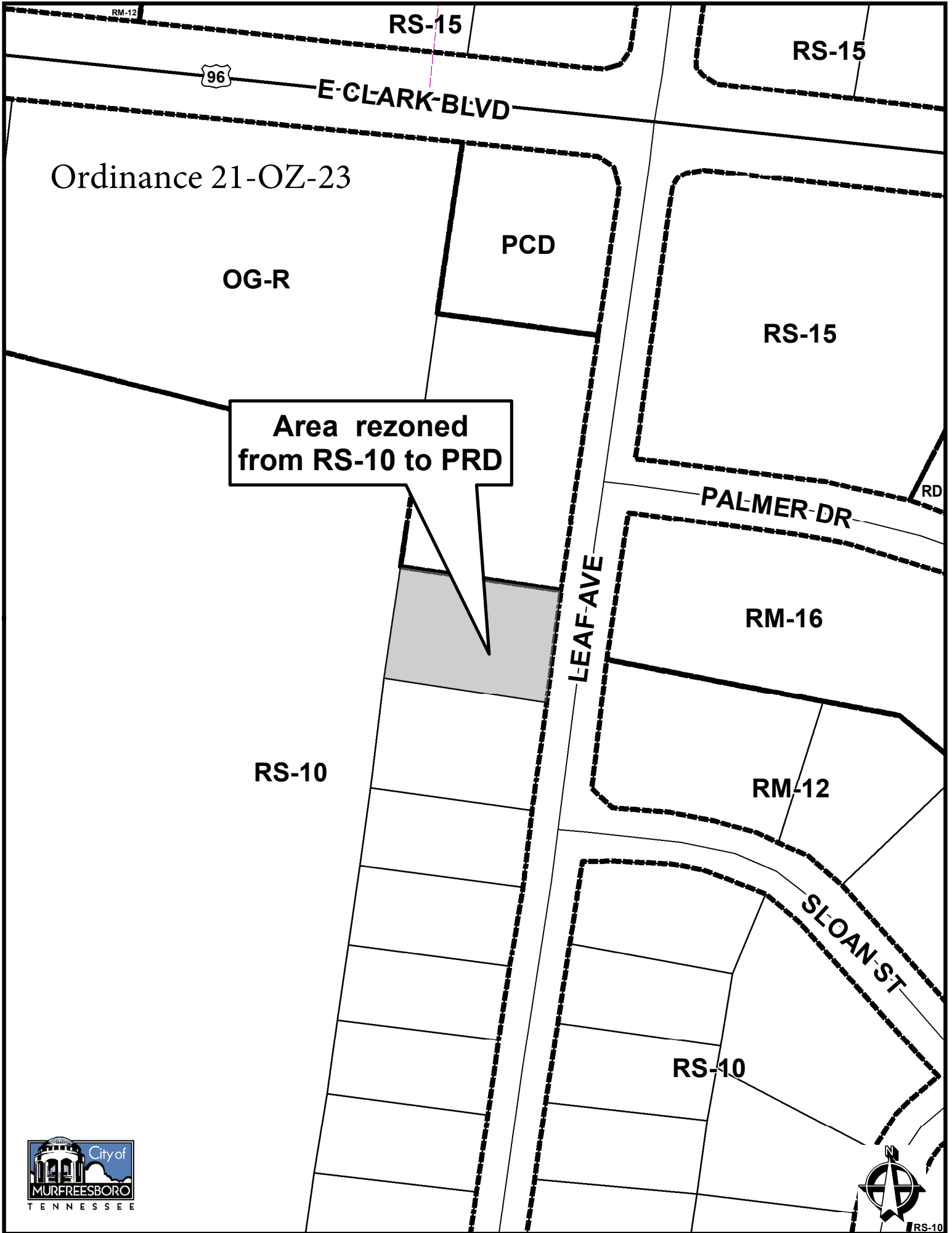


4342035E51594071

Adam F. Tucker

City Attorney

SEAL



# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

---

**Item Title:** Amending the Zoning Ordinance  
[Public Hearings Required]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

## Summary

Amend the Zoning Ordinance regarding townhouses, the RS-A zone, and other miscellaneous topics.

## Staff Recommendation

Conduct two public hearings and amend the Zoning Ordinance as requested.

The Planning Commission recommended approval of the Zoning Ordinance amendment.

## Background Information

The Planning Department presented a request to amend the Zoning Ordinance [2020-807] pertaining to townhouses, the RS-A zone, and other miscellaneous topics. During its regular meeting on May 5, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval. At its May 19, 2021 meeting, the Planning Commission voted to also recommend approval of several other related edits to the Zoning Ordinance, which were determined to be minor in nature. Subsequently, after a review by the Planning and Legal Staffs of a newly-adopted State law pertaining to the regulation of building materials, it was determined that the proposed ordinance amendment was required to be separated into two ordinance amendments. All elements of the proposed amendment pertaining to building materials were placed in a separate ordinance amendment, per the requirements of the new State law. The City Council should conduct two separate public hearings, one for each attached ordinance.

## Council Priorities Served

### *Maintain Public Safety*

In an effort to minimize the extent of fire damage in zoning districts with narrow side setbacks, the proposed ordinance amendment seeks to regulate the primary exterior buildings materials used in such districts (without entirely prohibiting any one material).

### *Establish Strong City Brand*

The proposed ordinance amendment seeks to eliminate a number of existing

inconsistencies and ambiguities in the Zoning Ordinance, making the ordinance more predictable and user-friendly, in keeping with the City's organizational goals to provide excellent customer service.

**Attachments:**

1. Ordinance 21-O-17
2. Ordinance 21-O-19
3. Planning Commission staff comments from 05/05/2021 meeting
4. Planning Commission minutes from 05/05/2021 and 05/19/2021 meetings

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
MAY 5, 2021  
PROJECT PLANNER: MATTHEW BLOMELEY**

**3.e. Proposed amendments to the Zoning Ordinance [2020-807] regarding townhouses, the RS-A zone, and other miscellaneous topics and pertaining to the following sections:**

- **Section 2: Interpretation and Definitions;**
- **Section 19: Residential Districts;**
- **Section 26: Off-Street Parking, Queuing, and Loading;**
- **Chart 1: Uses Permitted by Zoning District (including Chart 1 Endnotes);**
- **Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 Endnotes); and**
- **Chart 4: Required Off-Street Parking and Queuing Spaces by Use.**

**City of Murfreesboro Planning Department applicant.**

In 2017, an amendment to the Zoning Ordinance was adopted creating the RS-6 and RS-A zones. The RS-A zone includes the following three types: Type 1 (Zero-Lot Line), Type 2 (Suburban Townhouse), and Type 3 (Urban Townhouse). Before the adoption of this ordinance amendment, the Zoning Ordinance included very little detail on single-family attached uses, except for zero-lot line attached and detached dwellings. Staff believes that the adoption of the 2017 ordinance amendment has proven to be effective in providing additional opportunities and a more defined regulatory framework for single-family attached residential uses, including townhomes. However, in administering the regulations over the course of the last several years, Staff has noticed areas that it believes need improvement. In this request, Staff brings to the Planning Commission for its consideration proposed amendments to the Zoning Ordinance pertaining to the RS-A zone and, generally, to single-family residential and townhouse uses. It is Staff's goal in proposing these amendments to provide clarification on certain issues for City Staff and decision makers as well as the public and the development community. See below for additional detail.

**Definitions (Section 2):**

The current definition of "townhouse dwelling" in the Zoning Ordinance can be read to apply to both the "multi-family dwelling" definition and the "single-family attached dwelling" definitions. This has led to confusion about how to classify townhouse uses. This amendment seeks to include language that, for zoning purposes, townhouses are a type of single-family attached dwelling and not multi-family. This

would seem to be consistent with the 2017 creation of the RS-A zoning district -- which stands for "Residential Single-Family Attached" -- for uses such as townhomes.

### **Chart 1 (Uses Permitted) and Chart 1 Endnotes:**

When the RS-A zone was adopted, Chart 1 was not revised to differentiate between single-family attached zero-lot line residential uses and single-family attached townhouse uses. While both are types of single-family attached residential uses, they are distinct, and in Staff's opinion, warrant separate entries in Chart 1 in order to clarify where they are permitted. In addition, Staff proposes to clarify which types of residential uses are permitted in each of the three RS-A zones. In order to achieve this, endnotes are proposed to be added to create more certainty. Endnotes are included in the proposed amendment that specify that zero-lot line dwellings are only permitted in Type 1, "suburban" style townhouses are only permitted in Type 2, and "urban" style townhouses are only permitted in Type 3. This is intended to create more predictability and continuity in how property in the various RS-A zones can be developed. Clarification has also been included that single-family detached dwellings (not of the zero-lot line variety) shall be permitted in all three types of RS-A zoning.

### **Chart 2 (Bulk Regulations) and Chart 2 Endnotes:**

In the 2017 ordinance amendment, when the RS-6 zone was created, exterior material requirements were included for this district. The ordinance specifies several different types of exterior materials with limited combustibility that must be used as the primary exterior material on each building façade. However, there are other zoning districts with similar minimum lot sizes and side setbacks that do not currently have this requirement. Some of these other districts actually have smaller minimum lot size requirements than the RS-6 zone. With that mind, in order to be consistent, Staff proposes identical exterior material requirements for certain other zones that allow single-family uses and that have similar lot sizes and setbacks. Language is also proposed to specify that the reason for the exterior material requirements is to minimize the extent of fire damage on adjacent structures. Additional language is proposed to be added to give the Planning Director authority to review requests for alternative combinations of building materials after a review of their combustibility with the Building and Codes Director.

In addition, the RS-6 zone requires a minimum front garage setback of 35' in order to allow for driveways of adequate length to accommodate four (4) vehicles; however, the balance of the structure is allowed a reduced minimum front setback of 25'. There are a number of zoning districts -- RS-8, for example -- that currently have a 30' minimum front building setback. This does not allow for driveways of adequate depth to accommodate four (4) vehicles. The 30' front setback creates a situation where vehicles block the public sidewalk due to a lack

of adequate driveway depth. Staff proposes to modify the front setback requirements of those zoning districts, so that they mirror those of the RS-6 zone.

Modifications are also proposed to the Chart 2 endnotes which contain the standards for the RS-A zones.

**Miscellaneous:**

In addition to the aforementioned revisions, Staff also proposes some other miscellaneous revisions to ensure that the language in the Zoning Ordinance is consistent throughout.

**Action Needed:**

A draft of the proposed ordinance amendment is included in the agenda packet for the Planning Commission's review. The Planning Commission will need to conduct a public hearing, after which it will need to discuss and then formulate a recommendation to City Council.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 5, 2021**

**6:00 P.M.**

**CITY HALL**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Rick LaLance  
Warren Russell  
Chase Salas  
Shawn Wright

## **STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Asst. Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Michele Emerson, Assistant City Engineer  
Katie Noel, Project Engineer  
Sam Huddleston, Dev't Services Executive Dir.  
Mike Browning, Public Information Director

### **1. Call to order:**

Chair Kathy Jones called the meeting to order at 6:00 p.m.

### **2. Determination of a quorum:**

Chair Kathy Jones determined that a quorum was present.

### **3. Public Hearings:**

**Zoning application [2021-407] for approximately 17.25 acres located along the north side of Ashers Fork Drive to be rezoned from CF to RS-6, O'Brien Loyd, LLC applicant.** Ms. Marina Rush presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 5, 2021**

There being no further discussion, Mr. Rick LaLance made a motion to defer item c. for two weeks to further study the proposed street renaming; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

There being no further discussion, Mr. Shawn Wright made a motion to approve item d.; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

**Proposed amendments to the Zoning Ordinance [2020-807] regarding townhouses, the RS-A zone, and other misc. topics and pertaining to the following sections:**

- **Section 2: Interpretation and Definitions;**
- **Section 19: Residential Districts;**
- **Section 26: Off-Street Parking, Queuing, and Loading;**
- **Chart 1: Uses Permitted by Zoning District (including Chart 1 Endnotes);**
- **Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios (including Chart 2 Endnotes); and**

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 5, 2021**

- **Chart 4: Required Off-Street Parking and Queuing Spaces by Use.**

Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Mr. Warren Russell made a motion to approve.; the motion was seconded and carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

## **Staff Reports and Other Business**

There being no further business the meeting adjourned at 8:50 a.m.

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**Chair**

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**Secretary**

GM: cj

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 19, 2021**

**1:00 PM**

**CITY HALL**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Jennifer Garland  
Rick LaLance  
Warren Russell  
Chase Salas  
Shawn Wright

## **STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Katie Noel, Project Engineer  
Sam Huddleston, Dev't Services Executive Dir.

### **1. Call to order:**

Chair Kathy Jones called the meeting to order at 1:00 pm.

### **2. Determination of a quorum:**

Chair Jones determined that a quorum was present.

### **3. Old Business:**

**Street renaming [2021-902] to rename an approximately two-mile long segment of Mercury Boulevard (west of South Rutherford Boulevard) to Doctor Martin Luther King Jr Boulevard, City of Murfreesboro Planning Department applicant.** Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Blomeley explained this item had been deferred at the May 5, 2021 Planning Commission meeting for further study. Staff recommends moving forward with the official name change of Mercury Boulevard to Doctor Martin Luther King Jr Boulevard.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 19, 2021**

**Mandatory Referral [2021-711] to consider Acquisition of a small section of the MAHLE Filter Systems North American property, for realignment of Butler Drive, City of Murfreesboro, applicant.** Mr. David Ives presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the Mandatory Referral subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Chair Kathy Jones  
Vice-Chairman Ken Halliburton  
Jennifer Garland  
Rick LaLance  
Warren Russell  
Chase Salas  
Shawn Wright  
Nay: None.

**Zoning Ordinance Amendment [2020-807]** Mr. Matthew Blomeley stated that the Planning Commission recommended approval of an amendment to the Zoning Ordinance at its May 5<sup>th</sup> meeting. He presented modifications to the proposed amendment. It was determined after the May 5<sup>th</sup> meeting that these additional revisions were needed. The Planning Department consulted with the Legal Department and it was determined that the revisions were minor and no additional public hearing was needed. He asked for the Planning Commission to vote to approve the additional revisions.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION MAY 19, 2021**

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

Aye: Chair Kathy Jones  
Vice-Chairman Ken Halliburton  
Jennifer Garland  
Rick LaLance  
Warren Russell  
Chase Salas  
Shawn Wright  
Nay: None.

## **9. Adjourn.**

There being no further business Chair Jones adjourned the meeting at 4:05 pm.

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**Chair**

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**Secretary**

GM: cj

**ORDINANCE 21-O-17** amending Murfreesboro City Code Appendix A—Zoning, Sections 2, 7, 18, 19, 26, Chart 1, Chart 1 Endnotes, Chart 2, Chart 2 Endnotes, and Chart 4, regarding townhouses, the RS-A zone, and other miscellaneous topics, City of Murfreesboro Planning Staff, applicant. [2020-807]

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

SECTION 1. Appendix A, Section 2, Interpretation and Definitions, of the Murfreesboro City Code is hereby amended by deleting the definitions for “Dwelling, Townhouse” and “Dwelling, Zero-Lost Line” and replacing with the following definitions:

*“Dwelling, Townhouse:* A row of three or more adjoining dwelling units, each of which is separated from the others by one or more unpierced common walls extending from the ground to the roof and have at least two exterior walls. For the purposes of this article, “Dwelling, Townhouse” shall be a type of Single-Family Attached Dwelling and not a type of Multiple-Family Dwelling.

*Dwelling, Zero-Lot Line:* A dwelling located on a lot in such a manner that one or more sides rests directly on a lot line. For the purposes of this article, “Dwelling, Zero-Lot Line” shall either be a type of Single-Family Attached Dwelling or Single-Family Detached Dwelling.”

SECTION 2. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by deleting subsection (D) with the following:

(D) Site plans required.

- (1) Council site plan review and approval shall be required for planned developments in accordance with the provisions of Section 13 of this article.
- (2) Planning Commission site plan review and approval shall be required for the following:
  - (a) commercial, industrial, institutional, medical, single-family residential attached townhouse, or multi-family residential developments of any size located within any area where the Planning Commission acts as a design review body;
  - (b) new multi-family residential or single-family residential attached townhouse developments in the RM-12 and RM-16 zoning districts and enlargements of existing multi-family residential or single-family residential attached townhouse developments in the RM-12 and RM-16 zoning districts; and
  - (c) any site plan that includes any off-site traffic, transportation, and/or drainage improvements, whether required by the City or offered by the applicant.
- (3) BZA site plan review and approval shall be required for special permitted uses in accordance with the provisions of Sections 8 and 9 of this article.
- (4) Administrative site plan review and approval shall be required for the following applications regardless of any approval by any other body as provided in this article:
  - (a) all applications for building permits for new construction or enlargement of commercial, industrial, institutional, or medical developments;
  - (b) all applications for building permits for new construction or enlargement of multi-family residential or single-family residential attached townhouse developments except those located in the RM-12 and RM-16 zoning districts;

- (c) all applications for building permits for new construction or enlargement of two-family, three-family, or four-family residential structures;
  - (d) all changes of use or applications for building permits involving a change or occupancy that: will increase the need for parking as defined by this article; will require site improvements in accord with this article or other City codes and/or ordinances; or will include voluntarily proposed site improvements as a function of the change of use;
  - (e) all applications for building permits for additions to residential structures that will increase density;
  - (f) all applications for building permits for construction or alteration of structures located within areas of special flood hazard in accordance with the requirements of Section 34, Floodplain Zoning, of this article; and
  - (g) any other application that the Planning Director deems appropriate for administrative site plan review and approval.
- (5) At the Planning Director's discretion, Planning Commission review and approval shall be required for certain site plans which otherwise qualify for administrative site plan review as described in Section 7(D)(4). The Planning Director may exercise such discretion when:
- (a) the Planning Director determines that the public interest would be better served by requiring Planning Commission review;
  - (b) an applicant wishes to appeal a condition imposed upon a site plan by staff during the administrative site plan review process; or
  - (c) the Planning Director determines an alternative approach to one or more design standards set forth in the Murfreesboro Design Guidelines is warranted.

SECTION 3. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by revising the Site Plan Review Checklist heading for subsection F. to read:

**F. MULTI-FAMILY, SINGLE-FAMILY ATTACHED TOWNHOUSE, AND ZERO-LOT LINE DEVELOPMENTS:**

SECTION 4. Appendix A, Section 7, Site Plan Review, of the Murfreesboro City Code is hereby amended by subsection (E)(3)(a) to read:

- (E)(3)(a) for all applications for building permits for new construction or enlargement of commercial, multi-family, single-family attached townhouse, or industrial developments the same information shall be supplied as required for Planning Commission site plan review as provided in subsection (E)(2) above;

SECTION 5. Appendix A, Section 18, Regulations of General Applicability, of the Murfreesboro City Code is hereby amended at subsection (D)(1)(c) and subsection (D)(2) by deleting each subsection and replacing with the following:

- (D)(1)(c) Multiple-family developments and single-family attached townhouse developments with more than 15 dwelling units shall make provision for solid waste collection through a commercial collection service and to facilitate such service shall: use multiple garbage containers placed in unobstructed enclosures, or on-site dumpsters placed at strategic locations, or on-site garbage compacters placed at strategic locations. A multiple-family development or single-family attached townhouse development with more than 15 units may be approved for City provided solid waste collection services by the City's Planning Director as part of the site review process if:

- [1] The development is in a townhome or condominium format with each dwelling unit having an entrance on the ground floor;

- [2] Each dwelling unit has a location not visible from the public right-of-way for storage of the container;
  - [3] The width of the public streets in the development and the turn radiuses of all corners and cul-de-sacs on the public roads are sufficient for use of the City’s automated side loader collection vehicles;
  - [4] The public street network of the development allows for the automated side loader collection vehicles to service all dwelling units without having to back If the development is approved for City provided solid waste collection services, no provisions for multiple container locations, dumpsters or compactors shall be required.
- (D)(2) In all commercial, multiple family, single-family attached townhouse, industrial, or institutional developments, dumpsters, compactors and major elements for solid waste management: shall be screened and buffered from view from the public right-of-way or adjoining properties; shall be enclosed within a fence or wall; shall be constructed with a concrete pad and apron to support service vehicles; and, shall be accessible to the intended users.

SECTION 6. Appendix A, Section 19, Residential Districts, of the Murfreesboro City Code is hereby amended by deleting the section titled “RS-A, SINGLE-FAMILY ATTACHED” and replacing with the following:

“RS-A, SINGLE-FAMILY ATTACHED

This district is intended to permit the development and maintenance of residential areas characterized by three specific development types:

Type 1: Zero-lot line. Type 1 includes two-unit structures with lots of at least three thousand square feet of lot area per dwelling unit.

Type 2: Suburban Townhouse. Type 2 includes single-family attached developments characterized by multi-unit townhouse structures with lots of least two thousand square feet per dwelling unit. Because Type 2 developments require broad building setbacks and dedicated open space, these developments are appropriate for suburban areas.

Type 3: Urban Townhouse. Type 3 includes single-family attached developments characterized by multi-unit townhouse structures with lots of at least two thousand square feet per dwelling unit. Because Type 3 developments have shallow setback requirements and do not necessitate dedicated open space, these developments are appropriate in urban areas, particularly as infill redevelopment.

Other uses such as single-family detached dwellings, schools, churches, and specified services associated with or compatible with the residential uses allowed in this district are also permitted, some of which are subject to site plan review and approval or the issuance of a special use permit therefore. The uses permitted in this district, the special permit uses that may be allowed in this district, and the uses for which administrative site plan review and approval are required are listed in Chart 1 and its endnotes, unless otherwise regulated in this article. The minimum lot and yard requirements, maximum height, maximum gross dwelling unit density and the land use intensity ratios which govern any use in this district are listed on Chart 2 and its endnotes, unless otherwise regulated in this article.

From and after the effective date of this amendment, all references in the Zoning Ordinance and Zoning Map to “RZ” shall be deemed to refer to “RS-A Type 1”.

SECTION 7. Appendix A, Section 26, Off-Street Parking, Queuing, and Loading, of the Murfreesboro City Code is hereby amended by deleting the last sentence of Section 26(C)(2)(d). (Ed. Note: The sentence deleted is as follows: *Parking spaces within garages for multifamily residential structures that are also classified as single-family attached residential structures (e.g., townhomes) shall be regulated by Section 26(C)(1) (a)[5] of this article.*)

SECTION 8. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby by deleting it in its entirety and substituting in lieu thereof the attached Chart 1.

SECTION 9. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended as follows:

- Delete Chart 1 Endnote 2 and replace it with “Reserved.”
- Add Chart 1 Endnotes 23-28 as follows:

23. Single-Family attached or detached, zero-lot line developments shall be subject to the use and development regulations listed in Section 33 of this article.

24. The RS-A, Type 1 zone shall not permit single-family attached structures consisting of more than two dwelling units. While single-family attached or detached zero-lot line structures (max. 2 units attached) shall be permitted in the RS-A, Type 1 zone, they shall not be permitted in the RS-A, Type 2 or Type 3 zones.

25. Suburban Type townhouses shall be permitted in the RS-A, Type 2 zone but not in the RS-A, Type 1 or Type 3 zones. Suburban Type townhouses may be on one lot of record as a horizontal property regime or on zero-lot line individual lots of record.

26. Urban Type townhouses shall be permitted in the RS-A, Type 3 zone but not in the RS-A, Type 1 or Type 2 zones. Urban Type townhouses may be on one lot of record as a horizontal property regime or on zero-lot line individual lots of record.

27. Single-family detached dwellings shall be permitted by right in all RS-A zones.

28. In the RS-A, Type 2 and RS-A, Type 3 districts, single-family attached townhouse dwellings may be located one lot of record as part of a horizontal property regime or on individual lots of record. In all other districts where townhouses are permitted (with the exception of duly-approved PUD or PRD zones specifically allowing townhouses on individual lots of record), they shall be located on one lot of record as part of a horizontal property regime.

SECTION 10. Appendix A, Chart 2, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code

is hereby amended by deleting it in its entirety and substituting in lieu thereof the attached Chart 2.

SECTION 11. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended as follows:

- Delete Chart 2 Endnote 2 and replace it and substitute in lieu thereof the following:
  2. Multiple-family developments and single-family attached townhouse developments with more than seventy-five dwelling units shall provide a drive-up external commercial grade garbage compactor for use by a commercial garbage hauler as the preferred means of solid waste management.
- Delete Chart 2 Endnote 10 and replace it with “Reserved.”
- In both Chart 2 Endnotes 26 and 27, add “and single-family residential attached townhouse developments” after “multi-family residential developments.”
- Delete in their entirety Chart 2 Endnotes 28-36 and substitute in lieu thereof Chart 2 Endnotes 28-38 as follows:

28. [Reserved.]
29. In the RS-4, RS-6, RS-8, RD, CM-R, CM-RS-8, OG-R, and CL districts, a garage attached to a single-family detached dwelling shall have a minimum front setback of 35 feet. The remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage for a single-family detached dwelling in the above districts shall have sufficient width and depth to accommodate four vehicles. A single-family detached dwelling unit in the above zoning districts that has no garage shall have a minimum front setback of 35 feet.
30. [Reserved.]
31. [Reserved.]
32. In the RS-A district, a row of Type 2 (Suburban Townhouse) or Type 3 (Urban Townhouse) townhouses shall consist of a minimum of three townhouse units and no more than eight townhouse units or 240 feet of building length, whichever is less.
33. In the RS-A district, Type 2 (Suburban Townhouse), developments shall set aside a minimum of twenty percent of the gross development area as open space. A minimum of five percent of the gross development area shall be designated as formal open space and shall be maintained in perpetuity by the developer and/or Homeowners Association (HOA). A formal open space shall consist of a minimum of 5,000 square feet and may include hardscape improvements, street furnishings, recreational facilities, and amenity structures (i.e. gazebos, arbors, band shells, etc.). The above requirements shall apply to single-family residential attached developments in the RS-A, Type 2 zone but not to single-family residential detached developments. Single-family residential detached developments in the RS-A, Type 2 zone shall be subject to any applicable open space requirements in the Design Guidelines.

34. The following standards shall apply to developments in the RS-A district for Type 3 (Urban Townhouse) developments: (a) When the front setback is less than 30 feet, townhouses shall have a minimum finished floor elevation of eighteen inches above the finished grade located adjacent to the front of the structure. Usable porches/stoops, landscaping, and non-opaque decorative fencing may be used to distinguish between public and private space. (b) Buildings shall be no less than two stories and the maximum building height shall be 45 feet or three stories, whichever is less. However, projections for rooftop patios, such as stairwells and the like, as well as other common rooftop projections such as chimneys, may be allowed up to a maximum height of 55' for three-story buildings. (c) In areas where sidewalk width is equal to or greater than eight feet, and where on-street parking is available in front of the proposed development, townhouses may be constructed to the rear edge of the sidewalk. (d) Off-street parking shall be located to the rear or side of the building and shall be accessed via alleyway or shared driveway. Individual driveways off of a public street shall not be allowed. Front-facing garages or carports shall not be allowed.
35. An application for RS-A zoning shall clearly indicate the development type sought (i.e. Type 1 Zero-Lot Line, Type 2 Suburban Townhouse, or Type 3 Urban Townhouse). If multiple development types are sought for a property, the application shall include a description of the property designated for each development type.
36. Minimum lot area and minimum lot width shall apply to townhouses recorded on individual lots of record. For a townhouse development recorded as a horizontal property regime, the minimum lot area and width requirements shall not apply.
37. Single-family detached dwellings and zero-lot line single-family attached and detached dwellings in the RM-12, RM-16, and RS-A (Type 1, Type 2, and Type 3) zones shall have a minimum front setback of 35'. However, in the event that the requirements in Section 26 of this article are met in order to allow garages to count toward the minimum parking requirements, the minimum front setback may be reduced to 25', as long as the minimum number of parking spaces for each lot are being provided on-site. The reduction to 25' may not be made for individual lots on a "case-by-case basis"; rather, a developer shall request the reduction for an entire subdivision or for an entire section of a subdivision, so that the structures in the development will be constructed in a uniform manner.
38. If there is any conflict between Section 24, Article VI (City Core Overlay District) and the front setback requirements denoted in Chart 1 and its endnotes, Section 24, Article VI (City Core Overlay District) shall prevail.

SECTION 12. Appendix A, Chart 4, Required Off-Street Parking and Queuing Spaces by Use, of the Murfreesboro City Code is hereby amended as follows:

- Change the first entry under "Dwellings" to read "Single-family detached dwellings; single-family detached or attached dwellings, zero-lot line; and two-family dwellings"
- Change the fourth entry under "Dwellings" to read "Single-family attached townhouse dwellings, Urban or Suburban."

SECTION 13. 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:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F9401  
Adam F. Tucker  
City Attorney

SEAL

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

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

[illegible]

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

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																												
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P			
Motor Vehicle Sales (Automobiles)																S	S		X <sup>3</sup>	X <sup>3</sup>	X <sup>3</sup>								
Motor Vehicle Sales (Other Than Automobiles)																S	S		X	X	X								
Motor Vehicle Service <sup>12</sup>																X	X		X	X	X								
Movie Theater															X	X	X	X	X	X	X								
Music or Dancing Academy															X	X	X		X	X	X								
Offices												X	X	X	X	X	X	X	X	X	X	X <sup>5</sup>	X <sup>5</sup>	X <sup>5</sup>					
Optical Dispensaries												X	X		X	X	X	X	X	X	X	X	X	X					
Pawn Shop																X		X	X	X	X								
Personal Service Establishment														X	X	X	X	X	X	X	X								
Pet Crematory																			S	S	S								
Pet Funeral Home															X	X			X	X	X								
Pet Shops															X	X	X	X	X	X	X								
Pharmacies												X	X	X	X	X	X	X	X	X	X	X	X	X					
Photo Finishing														X	X	X	X	X	X	X	X		X	X					
Photo Finishing Pick-Up Station														X	X	X	X		X	X	X								
Radio, TV, or Recording Studio																X	X	X	X	X	X								
Radio and Television Transmission Towers															S	S		S	S	S	S				S				
Rap Parlor																			X <sup>9</sup>										
Reducing and Weight Control Service												X	X	X	X	X	X	X	X	X	X	X	X	X					
Restaurant and Carry-Out Restaurant														X	X	X	X	X	X	X	X								
Restaurant, Drive-In																X			X	X	X								
Restaurant, Specialty														X	X	X	X	X	X	X	X								
Restaurant, Specialty -Limited												S	S	X	X	X	X	X	X	X	X	S	S	S					
Retail Shop, other than enumerated elsewhere															X	X	X	X	X	X	X								
Salvage and Surplus Merchandise																X			X	X	X								
Sauna																			X <sup>9</sup>										
Sheet Metal Shop																X			X	X	X								
Shopping Center, Community																X	X		X	X	X								
Shopping Center, Neighborhood															X	X	X		X	X	X								
Shopping Center, Regional																X	X		X	X	X								
Specialty Shop												X	X	X	X	X	X	X	X	X	X		X						
Tavern																X		X	X	X	X								
Taxidermy Studio																S			S	S	S								
Towing <sup>12</sup>																X			X	X	X								

X = Use permitted by right.

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

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

[illegible]

X = Use permitted by right.

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

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																			
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD	HI	GI
Tire Manufacture																			X	X
Tobacco Products																			X	X
Toiletries																			X	X
Transportation Equipment																			X	X
Warehousing, Transporting/Distributing <sup>18</sup>																			X	X
<b>TRANSPORTATION AND PUBLIC UTILITIES</b>																				
Bus Terminal or Service Facility																X			X	X
Garbage or Refuse Collection Service																			X	X
Refuse Processing, Treatment, and Storage																			S	
Gas, Electric, Water, Sewerage Production and/or Treatment Facility																			X	X
Landfill <sup>19</sup>																			S	S
Post Office or Postal Facility														X	X	X	X	X	X	X
Telephone or Communication Services															X	X	X	X	X	X
Electric Transmission, Gas Piping, Water Pumping Station	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X
Taxicab Dispatch Station																X			X	X
Freight Terminal, Service Facility																X			X	X
<b>OTHER</b>																				
Advertising Sign																X			X	X
Home Occupations	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>		X			X			
Junkyard																			S	
Recycling center																S			X	X
Self-Service Storage Facility <sup>16</sup>														S	S	X	S		X	X
Wholesale Establishments																X		X	X	X
Temporary Mobile Recycling Center															S	S			S	S

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

Chart 2  
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	Minimum Lot Requirements		Minimum Yard Requirements <sup>[5][17][25]</sup>					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front <sup>[38]</sup> (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height <sup>[16]</sup> (Ft.)	Maximum Gross Density <sup>[2]</sup> (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
<b>RS-15 DISTRICT</b>											
1. Dwellings and other uses permitted	15,000	75 <sup>[12]</sup>	40	12.5	30	35	2.9	none	none	none	25
<b>RS-12 DISTRICT</b>											
1. Dwellings and other uses permitted	12,000	70 <sup>[12]</sup>	35	10	25	35	3.63	none	none	none	25
<b>RS-10 DISTRICT</b>											
1. Dwellings and other uses permitted	10,000	65 <sup>[12]</sup>	35	10	25	35	4.4	none	none	none	25
<b>RS-8 DISTRICT</b>											
1. Dwellings and other uses permitted <sup>[28]</sup>	8,000	55 <sup>[12]</sup>	35 <sup>[1][29]</sup>	5 <sup>[10]</sup>	20	35	5.4	none	none	none	30
<b>RS-6 DISTRICT</b>											
1. Dwellings and other uses permitted <sup>[28]</sup>	6,000	50 <sup>[12]</sup>	35 <sup>[1][29]</sup>	5	20	35	7.2	none	none	none	50
<b>RS-4 DISTRICT</b>											
1. Dwellings and other uses permitted <sup>[28]</sup>	4,000	40 <sup>[12]</sup>	35 <sup>[1][29]</sup>	5	20	35	10.8	none	none	none	40
<b>R-D DISTRICT</b>											
1. Single-family detached dwellings and other uses permitted except <sup>[28]</sup>	8,000	55 <sup>[12]</sup>	35 <sup>[1][29]</sup>	5	25	35	5.4	none	none	none	30
2. Two-family dwellings	8,000	55 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	10.9	none	none	none	30
3. Single-family attached or detached with zero lot line (max. 2 units attached) <sup>[7][31]</sup>	4,000	27 <sup>[12]</sup>	35 <sup>[1]</sup>	10 <sup>[7]</sup>	25	35	10.9	none	none	none	none

	Minimum Lot Requirements		Minimum Yard Requirements <sup>[5][17][25]</sup>					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front <sup>[38]</sup> (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height <sup>[16]</sup> (Ft.)	Maximum Gross Density <sup>[2]</sup> (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
<b>RM-12 DISTRICT</b>											
1. Single-family detached dwellings and other uses permitted except <sup>[28]</sup>	7,500	50 <sup>[12]</sup>	35 <sup>[1][37]</sup>	5	25	35	5.8	none	none	none	30
2. Two-family dwellings	7,500	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	11.6	none	none	none	30
3. Three-family dwellings	11,250	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	11.6	none	none	none	30
4. Four-family dwellings	15,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	11.6	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) <sup>[7][31]</sup>	3,750	18 <sup>[12]</sup>	35 <sup>[1][37]</sup>	10 <sup>[7]</sup>	25	35	11.6	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings <sup>[30]</sup>	FN <sup>[14]</sup>	50 <sup>[12]</sup>	30 <sup>[1]</sup>	FN <sup>[3]</sup>	25	45 <sup>[11]</sup>	FN <sup>[14]</sup>	none	none	FN	none
<b>RM-16 DISTRICT</b>											
1. Single-family detached dwellings and other uses permitted except <sup>[28]</sup>	6,000	50 <sup>[12]</sup>	35 <sup>[1][37]</sup>	5	25	35	7.3	none	none	none	35
2. Two-family dwellings	6,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	14.5	none	none	none	35
3. Three-family dwellings	9,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	14.5	none	none	none	30
4. Four-family dwellings	12,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	14.5	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) <sup>[7][31]</sup>	3,000	18 <sup>[12]</sup>	35 <sup>[1][37]</sup>	10 <sup>[7]</sup>	25	35	14.5	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings <sup>[30]</sup>	FN <sup>[9]</sup>	50 <sup>[12]</sup>	30 <sup>[1]</sup>	FN <sup>[3]</sup>	25	45 <sup>[11]</sup>	FN <sup>[9]</sup>	none	none	FN	none
<b>RS-A DISTRICT<sup>[35]</sup></b>											
1. Single-family detached and single-family attached or detached with zero-lot line (max. 2 units attached) <sup>[7][28][31]</sup>	3,000	30 <sup>[12]</sup>	35 <sup>[1][37]</sup>	5	20	35	14.5	none	none	none	none
2. Single-family attached townhouse on one lot or individual lots (Suburban Type) <sup>[30][32][33]</sup>	2,000 <sup>[36]</sup>	20 <sup>[36]</sup>	35 <sup>[1]</sup>	5	20	35	12	1	0.5	0.25	none
3. Single-family attached townhouse on one lot or individual lots (Urban Type) <sup>[30][32][33][34]</sup>	2,000 <sup>[36]</sup>	20 <sup>[36]</sup>	20 <sup>[1][34]</sup>	5	20	45 <sup>[34]</sup>	12	1	none	none	none
4. Other uses permitted	6,000	30 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	35	none	none	none	none	35

Chart 2  
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	Minimum Lot Requirements		Minimum Yard Requirements <sup>[5][17][25]</sup>					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front <sup>[38]</sup> (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height <sup>[16]</sup> (Ft.)	Maximum Gross Density <sup>[2]</sup> (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
<b>R-MO DISTRICT</b> 1. Mobile homes	4,000	40 <sup>[12]</sup>	25 <sup>[1]</sup>	10	15	12	10.9	none	none	none	none

	Minimum Lot Requirements		Minimum Yard Requirements <sup>[5][17][25]</sup>					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front <sup>[38]</sup> (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height <sup>[16]</sup> (Ft.)	Maximum Gross Density <sup>[2]</sup> (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
<b>CM-R DISTRICT</b>											
1. Single-family detached	5,000	50 <sup>[12]</sup>	35 <sup>[1][29]</sup>	10	20	35	8.7	none	none	none	none
2. Two-family dwellings	5,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	35	16	none	none	none	none
3. Single-family attached or detached with zero lot line (max. 2 units attached) <sup>[7][31]</sup>	2,500	30	35 <sup>[1]</sup>	10	20	35	16	none	none	none	none
4. Single-family attached townhouse dwellings <sup>[30]</sup>	2,500	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	35	16 <sup>[9]</sup>	0.3	0.48	0.7	none
5. Four-family dwellings	15,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25 <sup>[4]</sup>	35	11.6	none	none	none	30
6. Medical offices, clinics, and other related uses	none	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	60	none	none	none	none	none
<b>CM DISTRICT</b>											
1. Medical offices, clinics, and other related uses	none	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	60	none	none	none	none	none
<b>CM-RS-8 DISTRICT</b>											
1. Single-family detached	8,000	50 <sup>[12]</sup>	35 <sup>[1][29]</sup>	10	20	35	5.4	none	none	none	none
2. Medical offices, clinics, and other related uses	none	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	60	none	none	none	none	none
<b>OG-R DISTRICT</b>											
1. Offices and other uses except	5,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	35	none	0.3	0.28	0.6	none
2. Single-family detached	5,000	50 <sup>[12]</sup>	35 <sup>[1][29]</sup>	10	20	35	8.7	none	none	none	none
3. Two-family dwellings	5,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	35	17.4	none	none	none	none
4. Three-family dwellings	7,500	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	35	17.4	none	none	none	30
5. Four-family dwellings	12,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	35	14.5	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) <sup>[7][31]</sup>	2,500	25 <sup>[12]</sup>	35 <sup>[1]</sup>	10	20	35	17.4	none	none	none	none
<b>OG DISTRICT</b>											
1. Offices and other uses	5,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	10	20	35	none	0.3	0.28	0.6	none

Chart 2

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Revised: ??/??/2021

	Minimum Lot Requirements		Minimum Yard Requirements <sup>[5][17][25]</sup>					Land Use Intensity Ratios			
DISTRICT AND USE	Area (Sq. Ft.)	Width (Ft.)	Front <sup>[38]</sup> (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height <sup>[16]</sup> (Ft.)	Maximum Gross Density <sup>[2]</sup> (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	Maximum Lot Coverage (percent)
<b>CL DISTRICT</b>											
1. All commercial uses except	none	none <sup>[13]</sup>	42	10 <sup>[6]</sup>	20	35	none	none	none	none	none
2. Single-family detached dwellings <sup>[28]</sup>	7,500	50 <sup>[12]</sup>	35 <sup>[1][29]</sup>	5	25	35	5.8	none	none	none	30
3. Two-family dwellings	7,500	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	11.6	none	none	none	30
4. Three-family dwellings	11,250	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	11.6	none	none	none	30
5. Four-family dwellings	15,000	50 <sup>[12]</sup>	30 <sup>[1]</sup>	5	25	35	11.6	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) <sup>[7][31]</sup>	3,750	18 <sup>[12]</sup>	35 <sup>[1]</sup>	10 <sup>[7]</sup>	25	35	11.6	none	none	none	none
<b>CF DISTRICT</b>											
1. All uses	none	none <sup>[13]</sup>	42	10 <sup>[15]</sup>	20 <sup>[15]</sup>	45	none	none	none	none	none
<b>CH DISTRICT</b>											
1. All uses	none	none <sup>[13]</sup>	42	10 <sup>[6]</sup>	20	75	none	none	none	none	none
<b>MU DISTRICT</b>											
1. Multiple family dwellings	5 acres	100 <sup>[20]</sup>	15 <sup>[21]</sup>	10 <sup>[22]</sup>	20 <sup>[23]</sup>	75	25 <sup>[24]</sup>	none	none	none	none
2. All commercial uses except mixed use	none	100 <sup>[20]</sup>	15 <sup>[21]</sup>	10 <sup>[22]</sup>	20 <sup>[23]</sup>	150	none	none	none	none	none
3. Mixed uses (vertical mix)	none	100 <sup>[20]</sup>	15 <sup>[21]</sup>	10 <sup>[22]</sup>	20 <sup>[23]</sup>	150	25 <sup>[24]</sup>	none	none	none	none
<b>CBD DISTRICT</b>											
1. All uses except	none	none <sup>[13]</sup>	none	none	none	75	none	none	none	none	none
2. Multiple-family dwellings	none	none <sup>[13]</sup>	none	none	none	75	FN <sup>[8]</sup>	none	none	none	none
<b>H-I DISTRICT</b>											
1. All uses	none	50 <sup>[13]</sup>	42	10	20	75	none	none	none	none	none
<b>G-I DISTRICT</b>											
1. All uses	none	50 <sup>[13]</sup>	42	10	20	75	none	none	none	none	none
<b>L-I DISTRICT</b>											
1. All uses	none	50 <sup>[13]</sup>	42	10	20	75	none	none	none	none	none
<b>CU DISTRICT</b>											
1. Single-family detached	10,000	65 <sup>[12]</sup>	35	10	20	35	4.4	none	none	none	25
2. Two-family dwellings	10,000	65 <sup>[12]</sup>	35	10	20	35	8.7	none	none	none	25
3. Three-family dwellings	15,000	65 <sup>[12]</sup>	35	10	20	35	8.7	none	none	none	25
4. Four-family dwellings	20,000	65 <sup>[12]</sup>	35	10	20	35	8.7	none	none	none	25
5. Multiple-family dwellings and Single-family attached townhouse dwellings <sup>[30]</sup>	25,000	65 <sup>[12]</sup>	35	10 <sup>[3]</sup>	20 <sup>[4]</sup>	35	FN <sup>[9]</sup>	0.35	0.45	0.65	none
6. Educational institutions and other uses	25,000	65 <sup>[12]</sup>	35	10	20	35	none	0.3	0.28	0.6	none

[illegible]

**ORDINANCE 21-O-19** amending Murfreesboro City Code Appendix A—  
Zoning, Chart 2 Endnotes, City of Murfreesboro Planning Staff, applicant.  
[2020-807]

**WHEREAS**, pursuant to Article III, Section 4 (51) of the City’s Charter, the City may regulate the construction and materials of all buildings within the City; and

**WHEREAS**, Tennessee Code Annotated § 68-120-101, as amended by 2021 Tennessee Laws Pub. Ch. 332 (H.B. 749), additionally authorizes the City, in its function of regulating construction safety standards to adopt a regulation or code pertaining to construction materials by ordinance or resolution, as appropriate; and

**WHEREAS**, in order to minimize the extent of fire damage in zoning districts with narrow side setbacks, the City desires to exercise its authority regarding building and construction safety by regulating the primary exterior building materials used in such districts without entirely prohibiting any one material; and

**WHEREAS**, Tennessee Code Annotated § 68-120-101, as amended by 2021 Tennessee Laws Pub. Ch. 332 (H.B. 749), additionally mandates that the consideration of a requirement pertaining to construction materials must be by separate vote.

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

SECTION 1. Appendix A, Chart 2 Endnotes, Minimum Lot Requirements, Minimum Yard Requirements and Land Use Intensity Ratios, of the Murfreesboro City Code is hereby amended by deleting in their entirety Chart 2 Endnotes 28, 30, and 31, and substituting in lieu thereof new Chart 2 Endnotes 28, 30, and 31 as follows:

- 28. In all RS-A districts as well as the RS-4, RS-6, RS-8, RD, RM-12, RM-16, and CL districts, in order to minimize the extent of fire damage on adjacent structures, the facades of single-family detached dwellings shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.
- 30. In the RM-12, RM-16, CU, CM-R, and RS-A, Type 2 and Type 3 districts, in order to minimize the extent of fire damage on adjacent structures, the facades of townhouse units shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.

31. In the RD, RM-12, RM-16, CM-R, OG-R, CL, and RS-A, Type 1 districts, in order to minimize the extent of fire damage on adjacent structures, the facades of single-family attached and detached zero-lot line structures (max. 2 units attached) shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

---

**Item Title:** Rezoning property along East Vine Street  
[Public Hearing Required]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

## Summary

Rezone approximately 0.15 acres located along the south side of East Vine Street west of South Bilbro Avenue.

## Staff Recommendation

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

## Background Information

BNA Homes, LLC presented a zoning application [2021-411] for approximately 0.15 acres located along the south side of East Vine Street to be rezoned from RS-8 (Single-Family Residential District 8) and CCO (City Core Overlay District) to PRD (Planned Residential District). During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

## Council Priorities Served

### *Improve Economic Development*

This rezoning will enable development of single-family detached homes, consistent with the expressed desire of Council to see additional inventory of single-family detached homes.

### *Establish Strong City Brand*

This rezoning will enable reinvestment and redevelopment in the City's downtown, which will strengthen the identity of downtown Murfreesboro as a place to live, work, and play.

## Attachments:

1. Ordinance 21-OZ-24
2. Maps of the area
3. Planning Commission staff comments from 06/02/2021 meeting

4. Planning Commission minutes from 06/02/2021 meeting
5. The Nook on Vine PRD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
JUNE 2, 2021  
PROJECT PLANNER: HOLLY SMYTH**

**5.f. Zoning application [2021-411] for approximately 0.15 acres located along East Vine Street to be rezoned from RS-8 and CCO to PRD (The Nook on Vine PRD) and CCO, BNA Homes, LLC applicant.**

The subject property is located on the south side of East Vine Street between Richardson Avenue and South Bilbro Avenue. The property consists of 1 parcel totaling 0.15 acres and is identified as Tax Map 090P, Group L, Parcel 00300 (also identified as 820 East Vine Street). The parcel is currently developed with one single-family dwelling and is zoned RS-8 (Single-Family Residential District 8). The applicant wishes to rezone the property to PRD (Planned Residential District). The proposed PRD would consist of 2 single family detached units on 2 separate lots. The proposed gross density would be 13.5 dwelling units per acre. The subject property is also located within the City Core Overlay District (CCO). The proposed rezoning would not affect the CCO zoning designation.

**Adjacent Zoning and Land Uses**

Surrounding zoning is primarily RS-8 (Single-Family Residential District 8) and CCO. The primary surrounding land uses are single-family dwellings, although there is a non-conforming apartment complex just northwest of the subject property. The proposed development would not require any landscape buffers because it is for single-family residential detached use.

**Proposed PRD**

The existing zone district allows for 1 single-family home per 8,000 square-foot lot. The applicant is requesting the PRD zoning, in order to remove the existing house on the 6,700 square-foot existing lot, subdivide into two lots (one with 3,400 square feet and the other with 3,300 square feet), and construct two single-family detached dwellings with similar architecture to that of the adjacent neighborhood.

The development would have direct access to East Vine Street (which is designated as a 'Local Street'). Site Plan page 8 of the program book provides the site layout and summarizes most of the proposal, which includes two 3-bedroom single-family detached homes (each with a minimum of 1,800 square feet of living area) with front porches on individual lots. Lot one would have 2 surface parking spaces and an enclosed 1-car garage to reduce the visual presence in proportion to the narrow 24' wide house. Lot 2 would have 2 surface parking spaces and an enclosed two-car garage. The proposed garage parking is not required to meet parking requirements in the CCO, which only requires 2-parking spaces for each

house, which are provided within the driveways. One mature tree at the back of Lot 1 is proposed to be retained. Primary exterior materials would be painted cementitious shake and/or lap siding with brick or stone water table in a Craftsman architectural style. Minimum building setbacks for the development are proposed to be a minimum of 20' front, 5' sides, and 20' rear. The pattern book states that the development will include approximately 34% and 36% lot coverage and 48% and 51% open space on lots 1 and 2 respectively. The site is not required to contain 5% formal open space for single-family detached product. The landscape requirements of the Zoning Ordinance also do not apply as single-family dwellings are exempt.

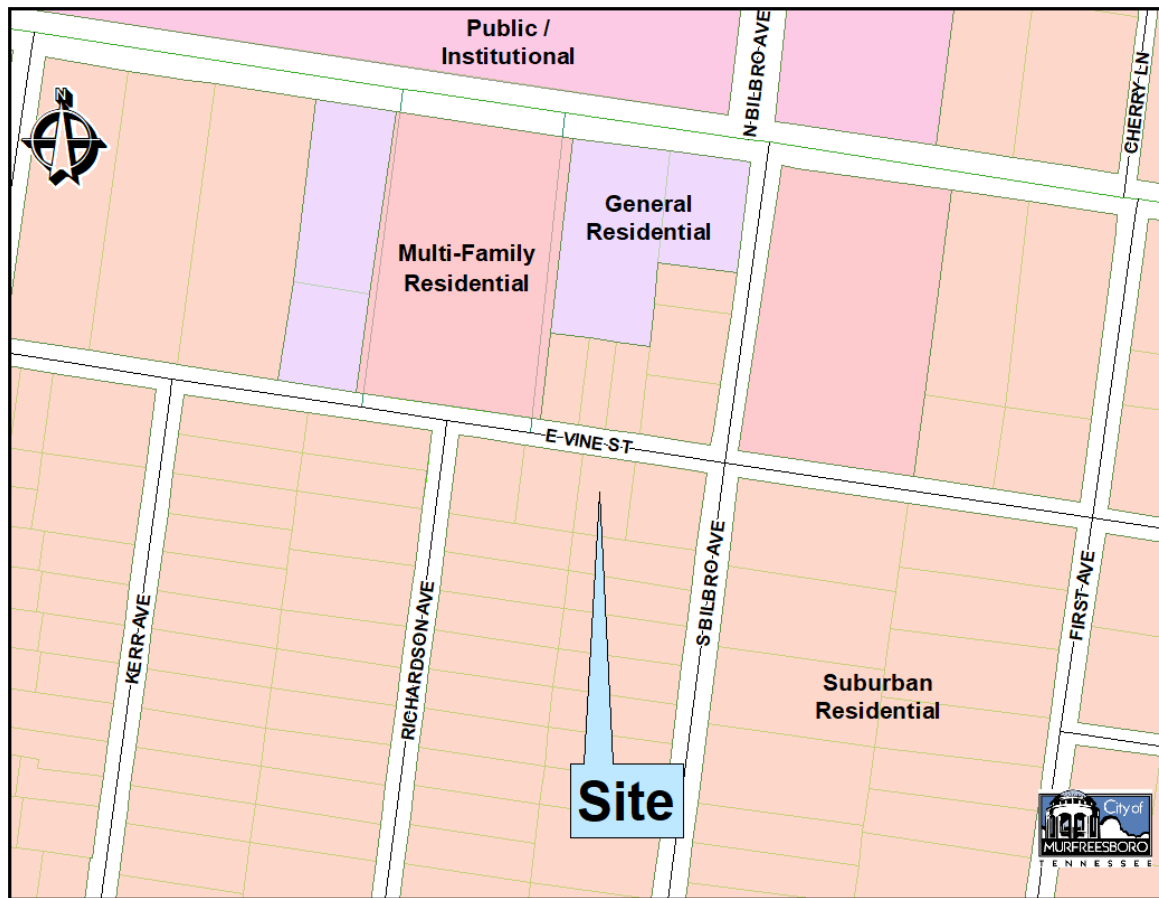
The Planned Residential District zoning proposes the following exceptions to the comparative standards of the RS-A, Type 1 zoning regulations:

1. Maximum Floor Area Ratio (F.A.R.) to be 0.55 and 0.57 for lots 1 and 2, respectively, as opposed to 0.3 maximum F.A.R.

### **Future Land Use Map**

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop with a *Suburban Residential* land use character (see excerpt from the future land use map below). This classification intends to serve as a transition from urban to rural residential development and is predominantly located along the periphery of the City. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation. 2.0-3.54 dwelling units per acre is the recommended density.

While single-family attached residential uses are consistent with the *Suburban Residential* land use character in certain circumstances, the more intense single-family residential that is proposed at 13.5 dwelling units per acre is not consistent with the vision for the *Suburban Residential* land use character. The Planning Commission will need to determine whether this is an appropriate instance to deviate from the recommendations of the future land use map.



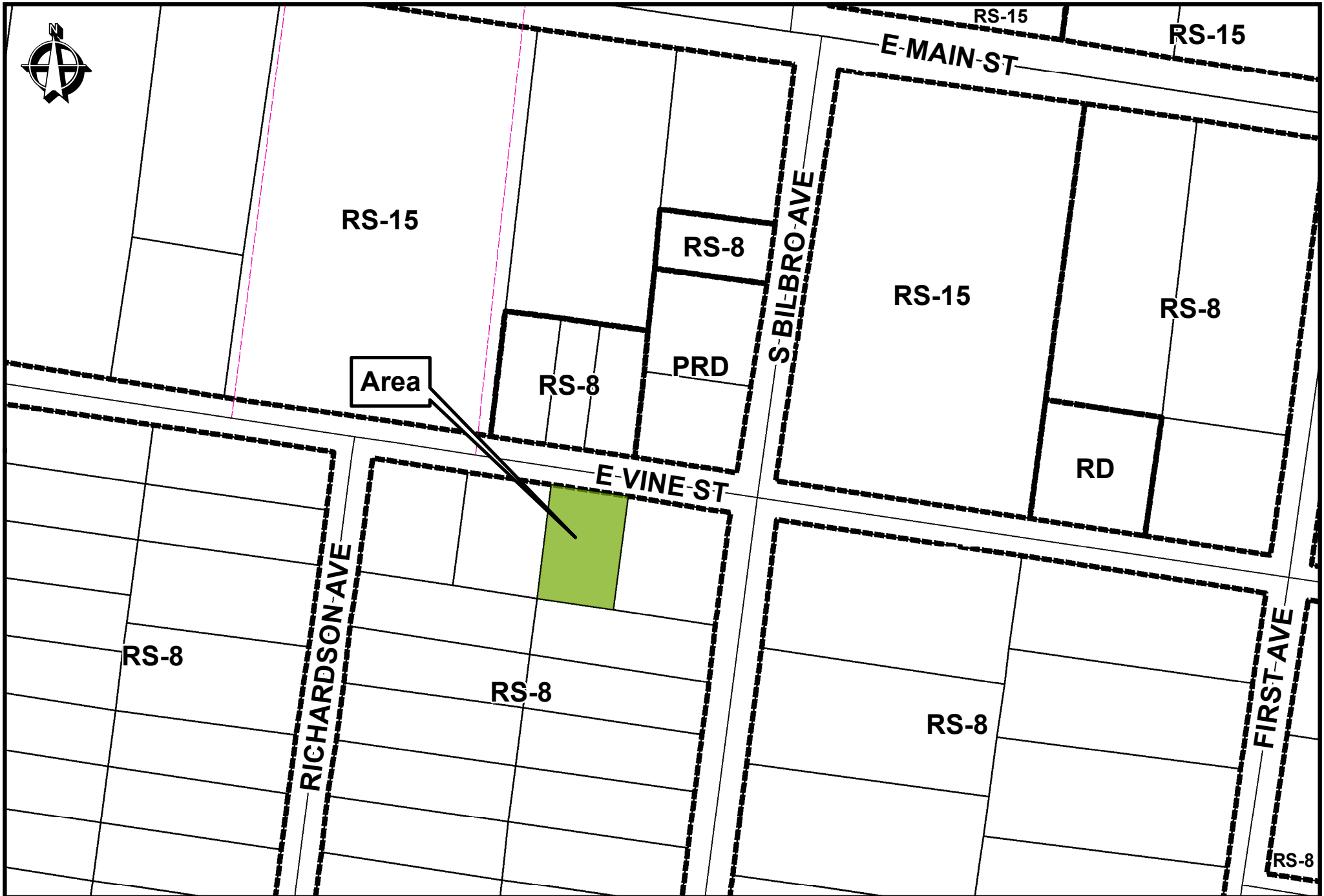
### **Department Recommendation**

Staff is supportive of this rezoning request, including the deviation from the future land use map, for the following reasons:

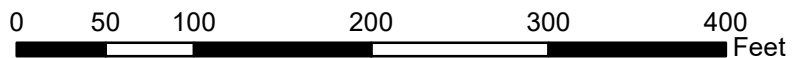
- 1) Redevelopment of the subject property is appropriate in this instance, as it is located in an area of the CCO where existing land use patterns are inconsistent or unestablished.;
- 2) It meets the CCO purpose of “promoting reinvestment in Downtown Murfreesboro and surrounding neighborhoods” which will contribute to the vitality and quality of life of the downtown, continuing the positive trend toward reinvestment in the area; and
- 3) Compact, dense development is desirable in and around downtown and promotes walkability.

### **Action Needed**

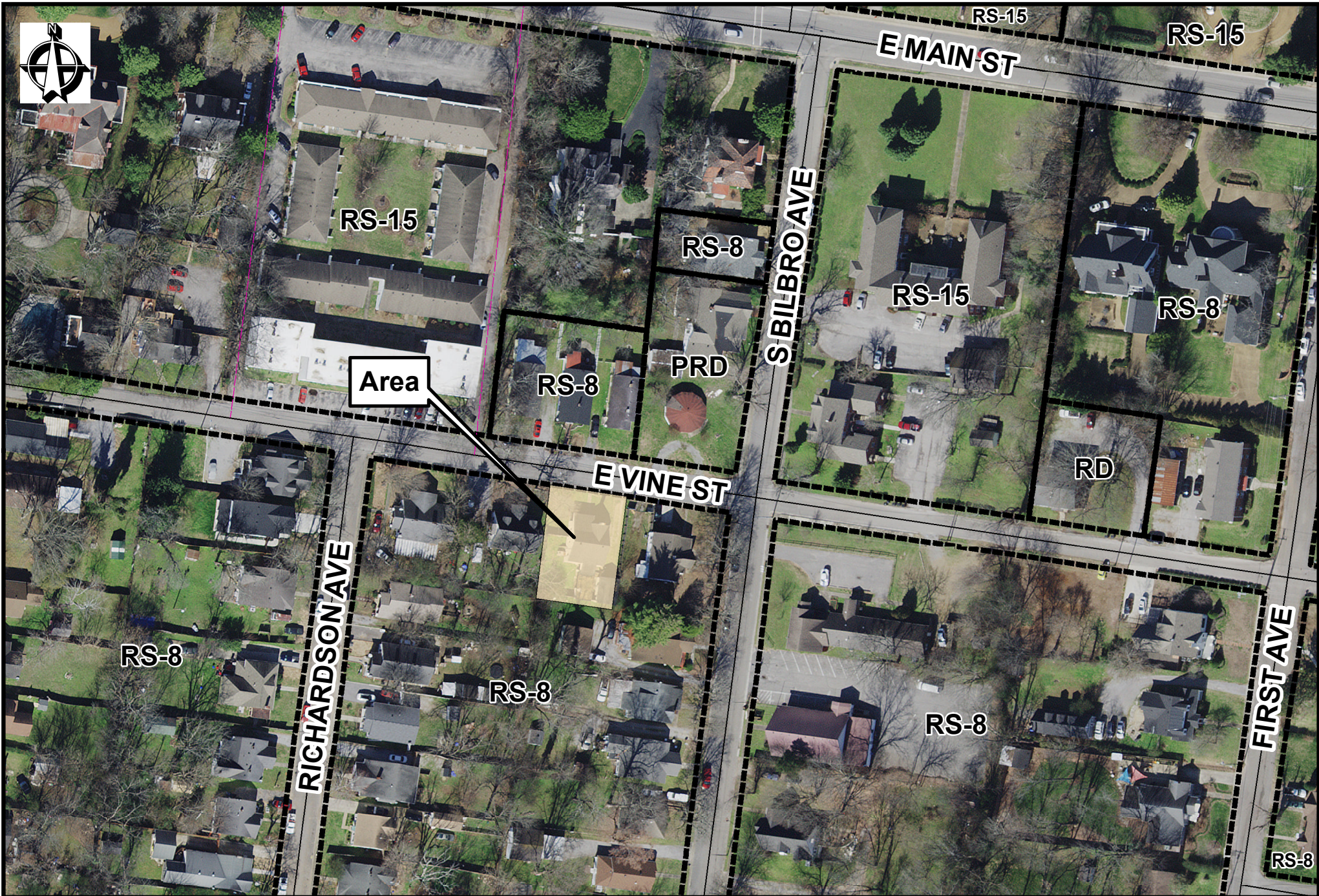
The applicant will be in attendance at the meeting to make a presentation. The Planning Commission will need to conduct a public hearing on this matter, after which it will need to discuss and then formulate a recommendation to City Council.



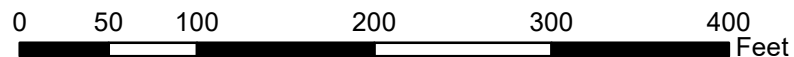
**Zoning Request for Property Located along East Vine Street  
RS-8 to PRD (The Nook on Vine PRD)**



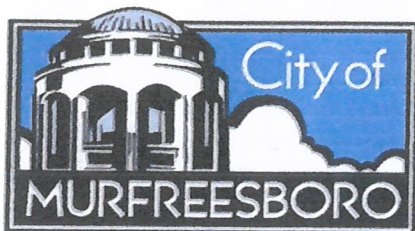
Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



**Zoning Request for Property Located along East Vine Street  
RS-8 to PRD (The Nook on Vine PRD)**



Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://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](http://www.murfreesborotn.gov)

<b>Zoning &amp; Rezoning Applications – other than rezoning to planned unit development</b>	<b>\$700.00</b>
<b>Zoning &amp; Rezoning Applications – Planned Unit Development, initial or amended</b>	<b>\$950.00</b>

**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:** BNA HOMES, LLC - BRIAN BURLIS

**Address:** 611 PUBLIC SQ City/State/Zip: MURFREESBORO, TN. 37130

**Phone:** 615. 405. 5649 **E-mail address:** \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_ **OWNER:** SAME AS ABOVE

**Street Address or property description:** \_\_\_\_\_

**and/or Tax map #:** 090P-C **Group:** \_\_\_\_\_ **Parcel (s):** 003.00

**Existing zoning classification:** RS-8

**Proposed zoning classification:** PUB **Acreage:** .15

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

**applicant):** Clyde Rountree - Huddleston-Steele Engineering . 615. 509. 5930

**E-mail:** rountree.associates@yahoo.com.

**APPLICANT'S SIGNATURE (required):** Clyde Rountree

**DATE:** 4-14-2021

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

**Date received:** \_\_\_\_\_ **MPC YR.:** \_\_\_\_\_ **MPC #:** \_\_\_\_\_

**Amount paid:** \_\_\_\_\_ **Receipt #:** \_\_\_\_\_

4.14.2012

Mr. Greg McKnight  
Acting Planning Director  
City of Murfreesboro  
111 W. Vine Street  
Murfreesboro, TN 37130

Re: Rezoning Request

Described as Tax Map 090P-L and parcels 003.00 and .15 +/- acres. .

Dear Mr. McKnight:

On behalf of our client, Mr. Brian Burns, we hereby request the rezone of a .15 +/- acre tract of land located at 820 East Vine Street to PRD zoning in the City. The property located at Tax Map 0090P-L and parcels 003.00. Our client plans to build two detached single-family homes on two separate lots.

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

Sincerely,



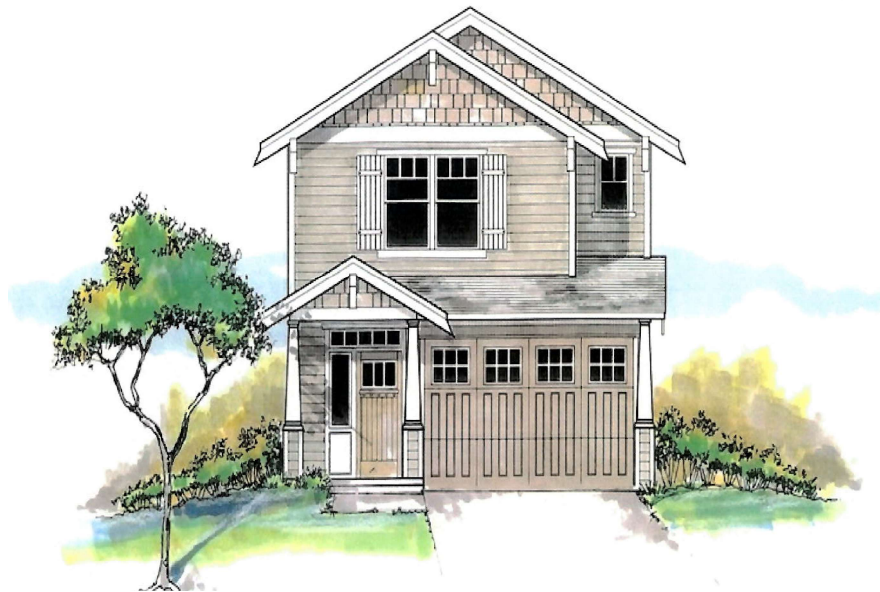
Clyde Rountree, RLA

HUDDLESTON-STEELE ENG., INC.

## The Nook on Vine PRD

SUBMITTED JULY 7, 2021 FOR THE JULY 29, 2021 CITY COUNCIL MEETING

# The Nook on Vine PRD



## **SHEET INDEX**

2. Development Team & Project Summary
3. Zoning Map
4. Utility Map
5. Hydrology and Topography Map
6. Aerial Map
7. Existing Conditions
8. Site Plan
9. Architecture - Home 1
10. Architecture Elevations 1A
11. Architectural Elevations 1B
12. Architecture - Home 2
13. Architectural Elevations 2A
14. Architectural Elevations 2B
15. Conceptual Landscape Plan
16. Development Standards
17. Planned Development Criteria
18. Planned Development Criteria (Cont.)

#### PROJECT SUMMARY

The Nook on Vine (820 East Vine Street) is a new urban infill development located a few minutes walk from the downtown square. The project will be removing an older home which has fallen into slight disrepair and replacing it with two new homes on two separate parcels.

The subject property is currently zoned RS-8 within the CCO, and consists of .15 acres (6,700 SF). The proposed homes will have three bedrooms with two and half baths and will be a minimum size of 1800 square feet. The homes will be two story structures with craftsman style architecture and a contemporary edge. The design of the homes will have front entry garages and covered stoop front entrances. The driveway will be concrete and capable of parking two additional cars which exceeds the CCO parking requirement of two spaces per home.

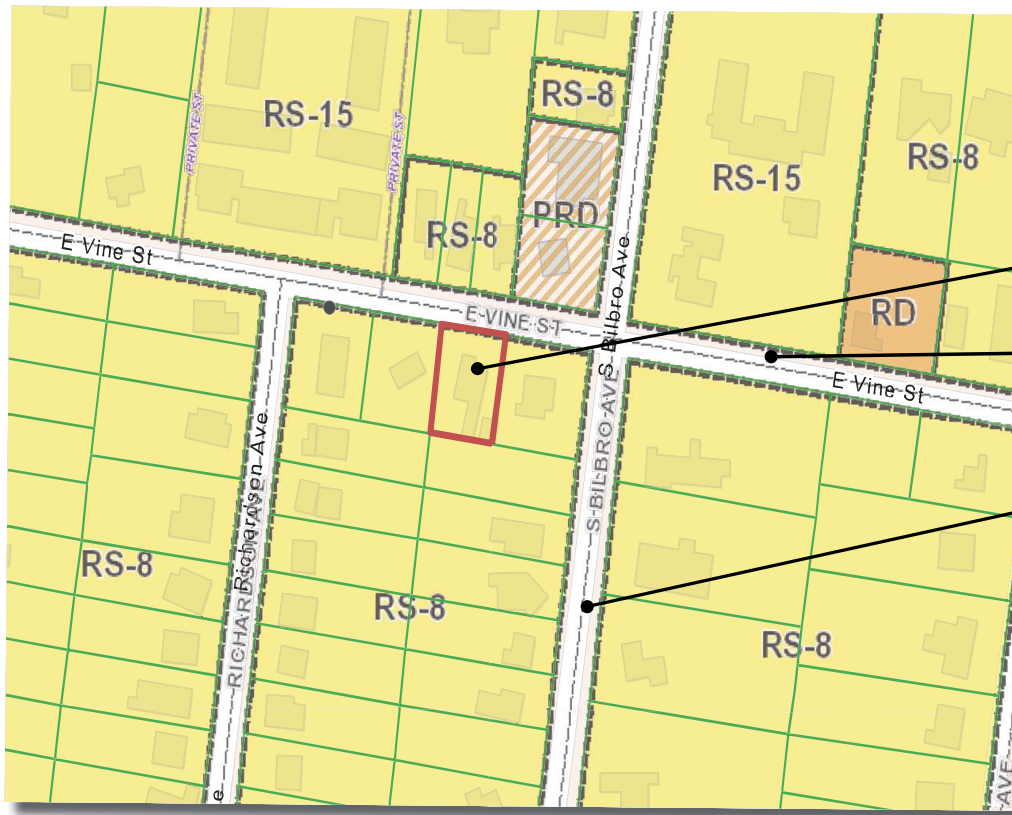
The homes will be constructed with cementitious siding and brick. The siding will be both lap siding and shaker design. The windows have decorative grids consistent with the craftsman character. The front door and the garage door have craftsman detailing that addresses the street with style.

#### **OWNER / DEVELOPER**

BNA Homes  
Howard Wilson and Brian Burns  
6 N. Public Square  
Murfreesboro, TN, 37130  
615.405.5647

#### **PLANNING AND ENGINEERING**

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



- The subject property is zoned RS-8.
- The property is completely surrounded by RS-8.
- The subject property is proposed to be rezoned PRD.

**SITE**

**East Vine Street**

**South Bilbro Avenue**



**NORTH**

### THE SUBJECT PROPERTY UTILITY PROVIDERS:

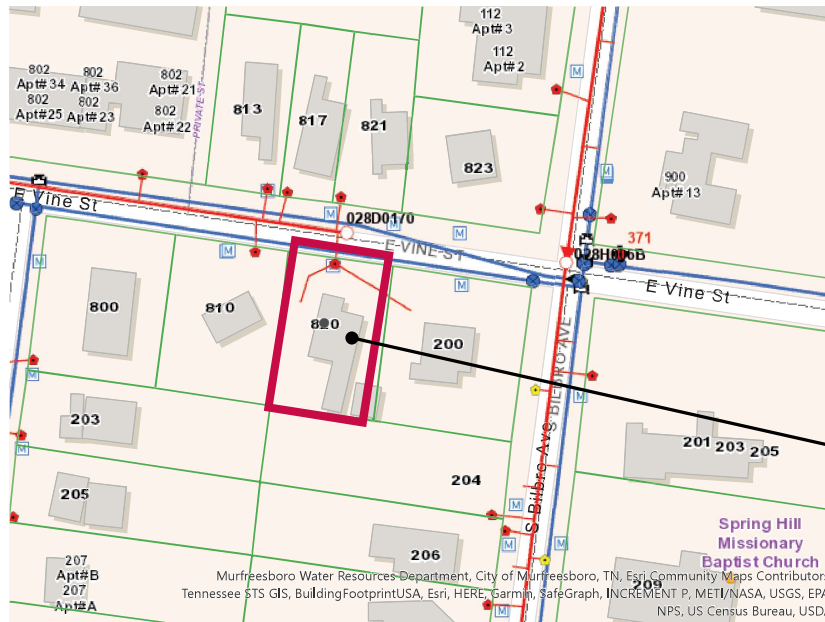
- Water is provided by Murfreesboro Water Resources.
- Electric is provided by Middle Tennessee Electric Membership Corporation.
- Sewer is provided by Murfreesboro Water Resources
- Developer will need to re-route sewer service to adjacent neighbors lot..

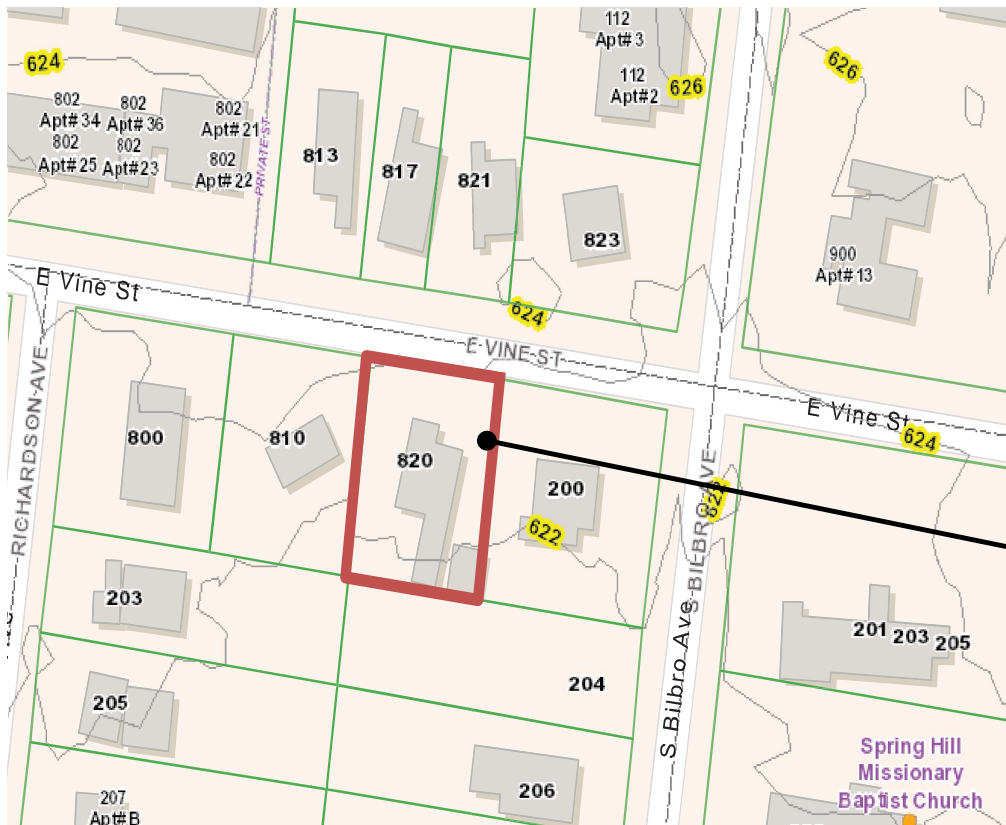
### LEGEND

Water 

Sewer 

**SITE**





The subject property is relatively flat with 2 feet of grade change from the north to the south. The site has an existing home which will be removed.

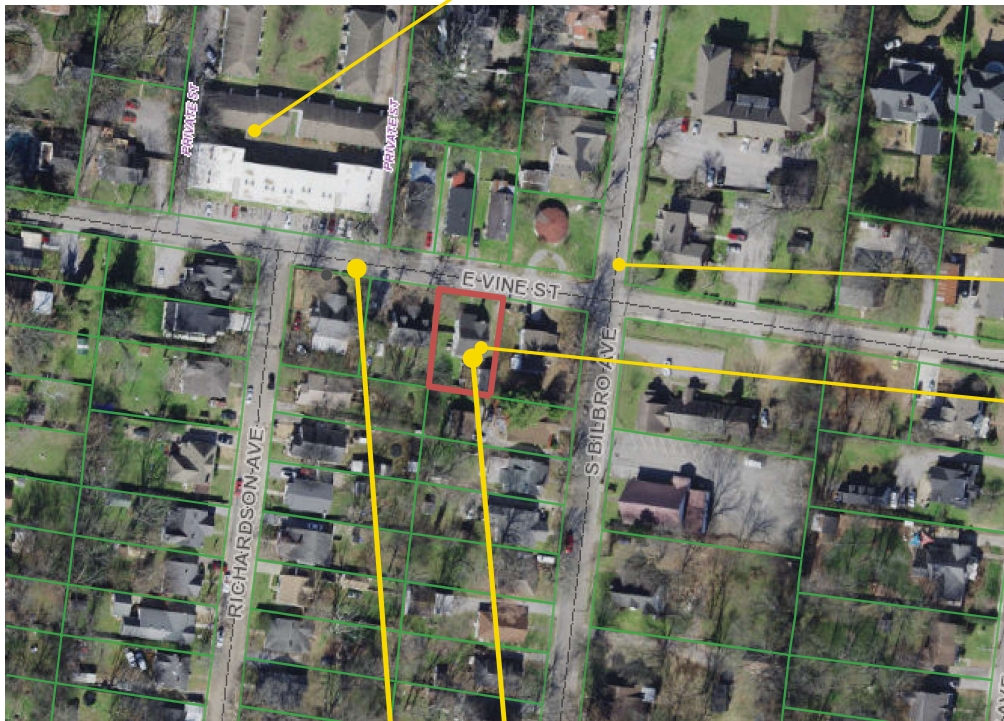
### LEGEND

Contour Line



**SITE**



**Apartment Complex**

The subject property is part of an established area that is being revitalized with both new construction and the remodeling of existing homes. The lot has mature trees along the property lines which the developer desires to keep if possible.

**South Bilbro Avenue****SITE****East Viine Street****Existing homes to be removed****NORTH**

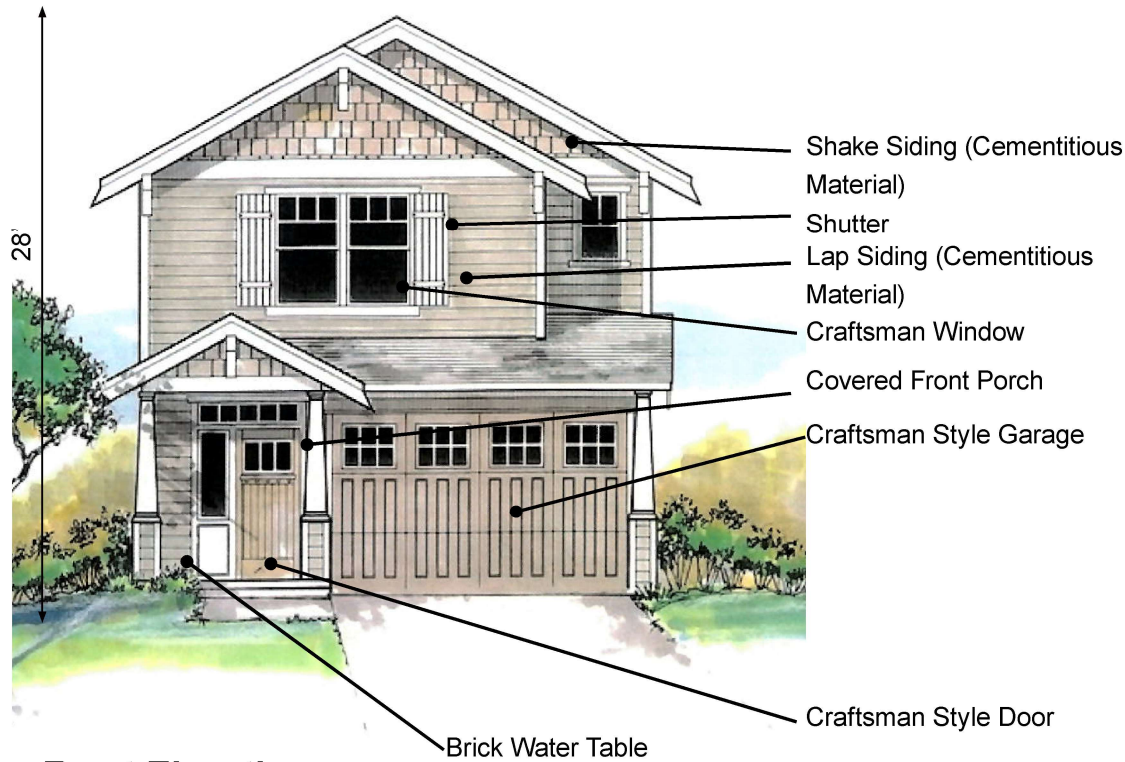
## Existing Conditions A



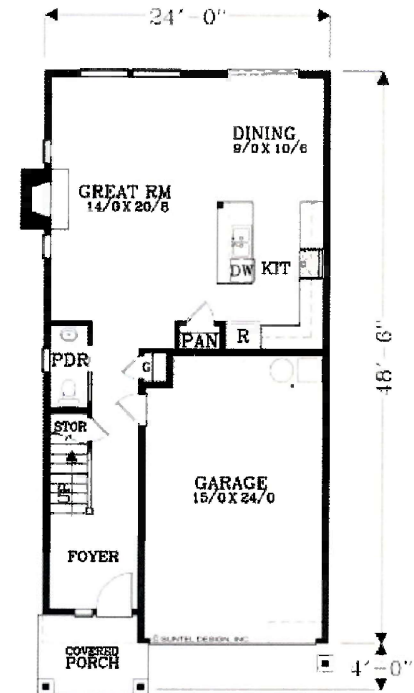
The subject property is embedded in an existing neighborhood that is a mixture of multi-family housing and single-family dwellings. The homes in general are craftsmen style and less than 2000 square feet in size, and one and a half stories in height.



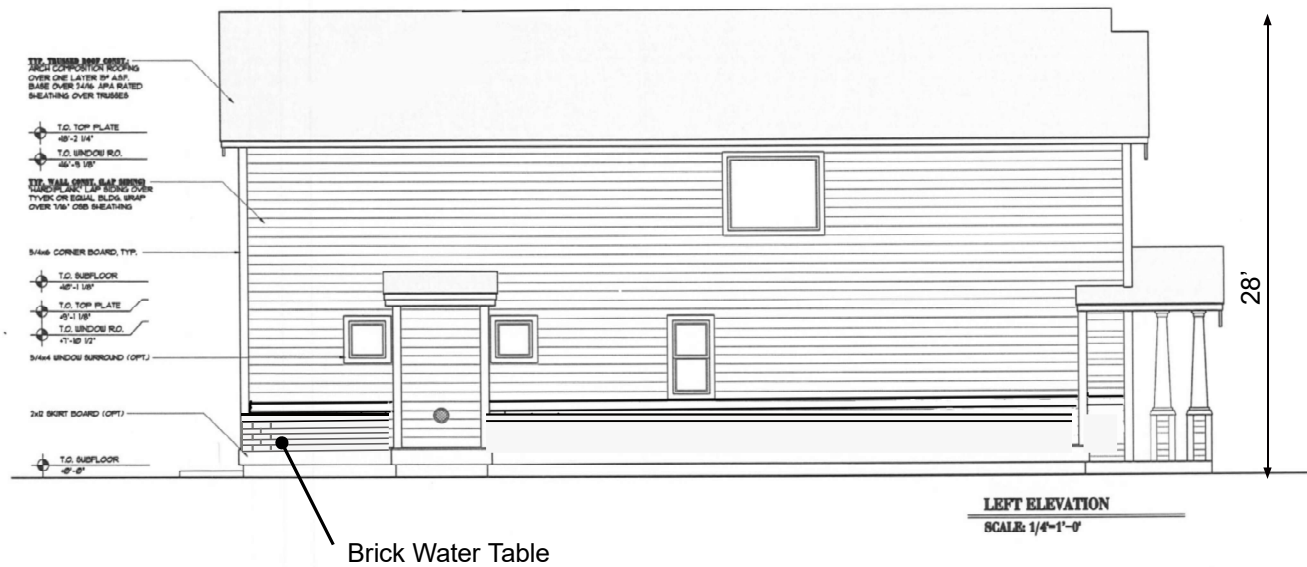




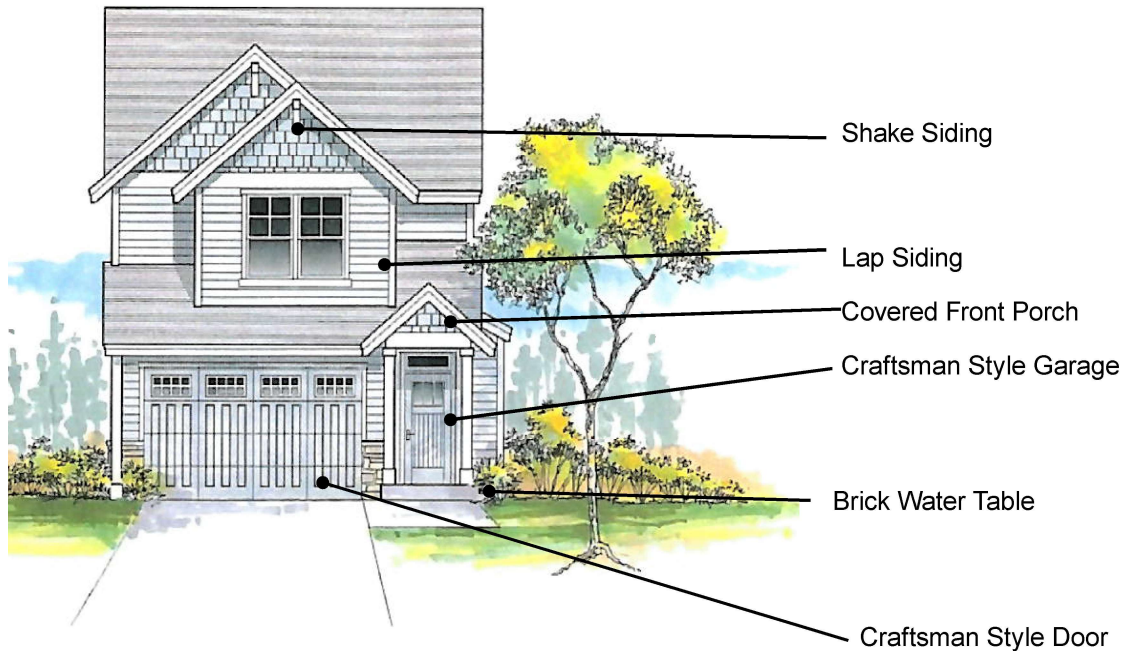
Front Elevation



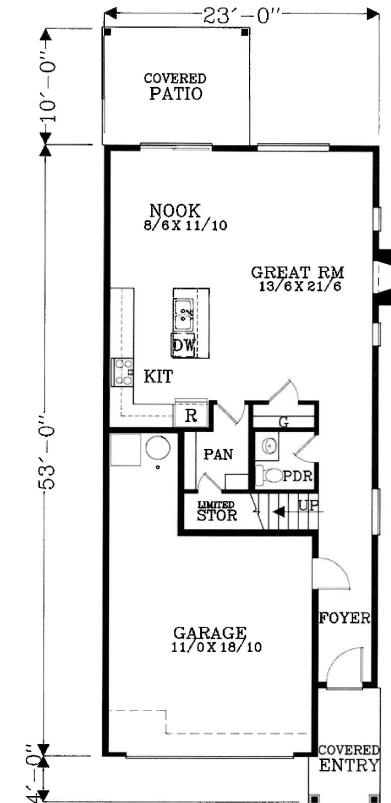
Floor Plan



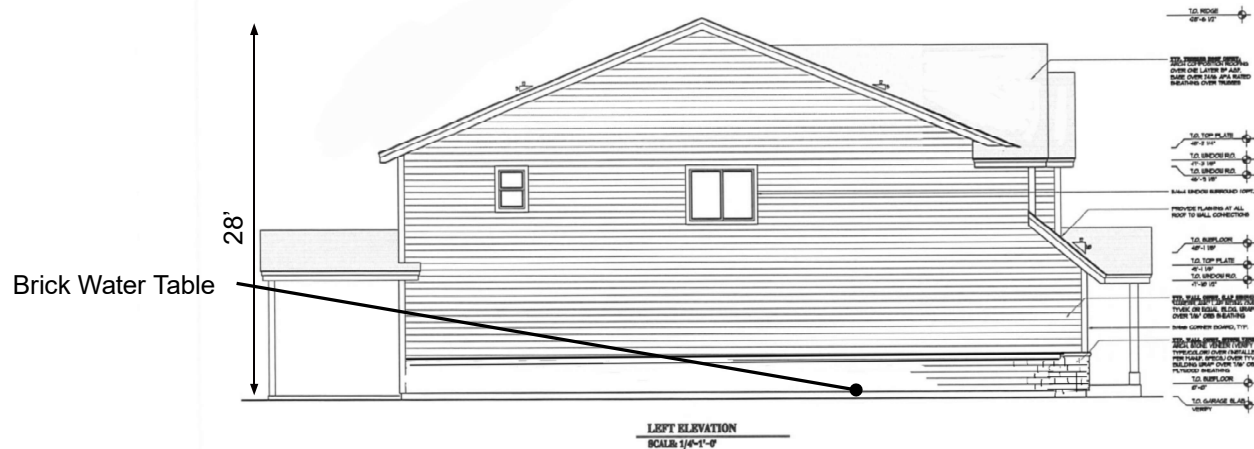
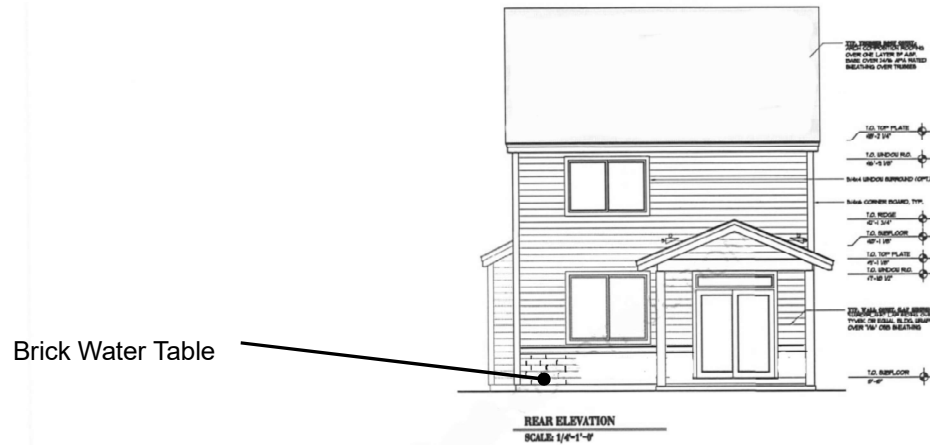


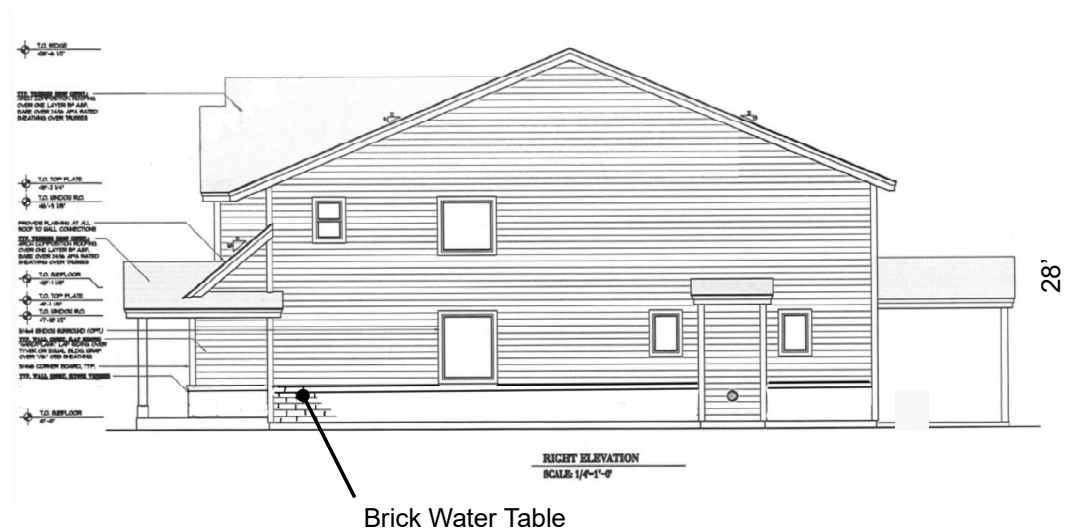


Front Elevation



Floor Plan







Existing Tree to remain

Landscaping will be the responsibility of the new home owner.



Street Trees



Foundation Planting

### Development Standards:

- Development will include (2) 3-Bedroom homes
- The maximum building height of 28'-0"
- Home 1 will have 2 surface parking spaces and 1 garage space.
- Home 2 will have 2 surface parking spaces and 2 garage spaces.
- Solid waste will be through use of carts stored in garages and serviced by the City.
- Sidewalks will be provided on East Vine Street within the existing City of right-of-way.
- All site utilities will be underground
- Mail delivery will be accommodated via individual mailbox.
- The garages are proposed to be counted towards meeting the minimum parking requirements off the CCO.
- Parking will comply with the Murfreesboro City Core Overlay (CCO) requiring a minimum of two parking spaces per dwelling unit with two or more bedrooms.
- Telecommunication and television equipment shall be located on the rear of the proposed buildings.
- AC units are to be placed at the rear of homes.

#### Building Elevation Materials:

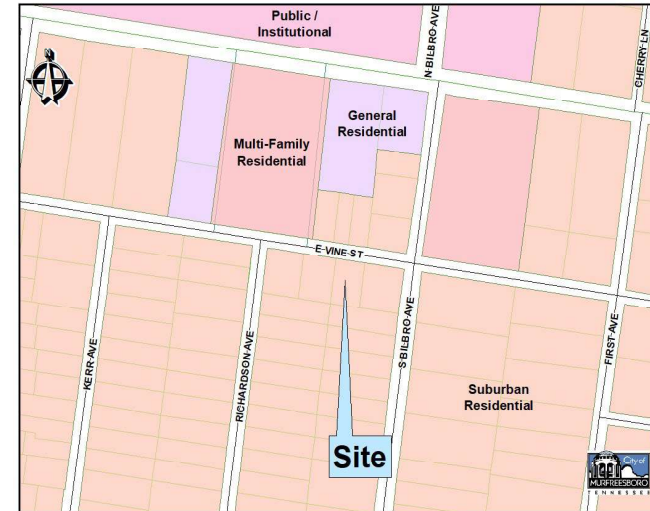
Brick

Cementitious Siding

LAND REQUIREMENTS TABLE			
SETBACKS	RS-A1	PRD	CCO
FRONT SETBACK	30'	20'	<30'
SIDE SETBACK	5'	5'	5'
REAR SETBACK	20'	20'	5'
Min. Lot Area	3,000 SF	(L1) 3,400 / (L2) 3,300	NA
Min. Lot Width	30'	(L1) 34' / (L2) 33'	NA
Max. Height	35'	28'	
Max. Gross Density	14.5	13.3	
Max. F.A.R.	0.3	(L1) 0.55 / (L2) 0.57	
Min. L.S.R.	0.48	(L1) .94 / (L2) .96	
Min. O.S.R.	0.7	(L1) .87 / (L2) .89	
Max. Lot Coverage	None	(L1) 35% (L2) 36 %	50%

### General Applicability Section 13B for Planned Development

1. **Ownership and division of land:** *The site is owned by the developer identified on Sheet 2. The lot is currently zoned RS-8 in the City of Murfreesboro.*
2. **Waiver of BZA action:** *No BZA actions will be required.*
3. **Common space and common elements:** *No Common Space is required for single family homes*
4. **Accessibility of site:** *The property is accessible from East Vine Street, designated as a Local Street.*
5. **Off-street parking .** *See Sheet 8 for parking calculations*
6. **Pedestrian circulation:** *Sidewalks will be construction on the subject property on East Vine Street.*
7. **Privacy:** *No fence is currently planned.*
8. **Relationship to zoning regulations and other zoning regulations:** *A PRD is being requested for the subject property, followed by a land division into separate lots.*
9. **Development Period; Phasing.** *The project shall be completed in one phase.*
10. **Annexation:** *No annexation is required for this site.*
11. **Landscaping:** *Responsibility of the new home owner.*
12. **Major Thoroughfare Plan:** *The PRD is not impacted by the Major Transportation Plan.*



SITE DATA	ENTIRE PARCEL	LOT 1	LOT 2
Lot Width		34'	33'
Total Land Area	6700 SF	3400 SF	3300 SF
Total Open Space	3,267 SF	1,642 SF (48%)	1,675 SF (51%)
Total Impervious	3,267 SF	1,758 SF	1,625 SF
Total Pervious	3,380 SF	1,642 SF	1,675 SF
Total Building Coverage	2,331 SF	1,142 SF (34%)	1,189 SF (36%)
Total Parking Lot Coverage	1,052 SF	508 SF (15%)	440 SF (13%)

The future land use map contained in the Murfreesboro 2035 Comprehensive Plan recommends that the property develop with the Suburban Residential land use character. This designation allows for a density of 2.0-3.54 dwelling units per acre. Although we are planning on single family detached homes, which are recommended in the 2035 plan, **we are requesting a gross density of 13.3 units per acre.**

### Section 13D(2)(a) – Planned Residential Development Criteria Requirements

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: *Shown in pattern book on Sheets 4-5.*
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; *Shown in pattern book Sheet, 6-7.*
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; *Shown in pattern book Sheet, 8.*
4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; *Shown in pattern book Sheet, 8-15.*
5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; *Shown in pattern book Sheet, 8.*
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); *See table on Page 16*
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; *See page 17.*
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:
  - (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built;
  - (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and,
  - (dd) a breakdown by phase for subsections [5] and [6] above;*This plan development will be constructed in one phase once the property is rezoned and the site plans process is completed.*

9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted; *No governance is required of a single family lot other than typically codes enforcement.*

10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed; *1. Maximum Floor Area Ratio (F.A.R.) to be .55 and .57 for lots 1 and 2, respectively as opposed to 0.3 maximum F.A.R. 2. Allow gross density of 13.3 units per acre to accommodate 2 single family dwellings on a 3,400 square foot Lot 1 and a 3,300 square foot Lot 2.*

11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; *The subject property is within the City Core Overlay (CCO) which allows single family detached housing with a maximum lot coverage of 50%. The maximum lot coverage is proposed at 48%.*

12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; *This does not apply to this site.*

13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; *This information is provided on Sheet 2.*

14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. *See Sheets 9-14.*

15. If a development entrance sign is proposed: *This does not apply to this site.*

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Chase Salas  
Warren Russell  
Shawn Wright  
Rick LaLance  
Jennifer Garland

**STAFF PRESENT**

Greg McKnight, Planning Director  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Brad Barbee, Planner  
Joel Aguilera, Planner  
Carolyn Jaco, Recording Assistant  
David Ives, Deputy City Attorney  
Michele Emerson, Assistant City Engineer  
Sam Huddleston, Dev't Services Executive Dir.

**1. Call to order:**

Chair Kathy Jones called the meeting to order at 6:00 pm.

**2. Determination of a quorum.**

Chair Jones determined that a quorum was present.

**3. Approve minutes of the April 21, 2021 & May 5, 2021 Planning Commission meetings:**

Mr. Chase Salas moved to approve the Minutes of the April 21, 2021 and May 5, 2021 meetings; the motion was seconded by Mr. Warren Russell; there being no discussion the motion carried by the following vote:

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

**Zoning application [2021-411] for approximately 0.15 acres located along East Vine Street to be rezoned from RS-8 and CCO to PRD (The Nook on Vine PRD) and CCO.**

**BNA Homes, LLC applicant.** Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Clyde Rountree of Huddleston-Steele Engineering, representing the application, gave a PowerPoint presentation of excerpts from the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jennifer Garland and carried by the following vote:

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION JUNE 2, 2021**

Aye: Chair Kathy Jones

Vice-Chairman Ken Halliburton

Jennifer Garland

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay:

None.

## **6. Staff Reports and Other Business:**

None.

There being no further business the meeting adjourned at 8:40 p.m.

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**Chair**

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**Secretary**

GM: cj

**ORDINANCE 21-OZ-24** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.15 acres located along East Vine Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) to Planned Residential Development (PRD) District (The Nook on Vine PRD) and City Core Overlay (CCO) District; BNA Homes, LLC, applicant(s) [2021-411].

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

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

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

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

\_\_\_\_\_  
Shane McFarland, Mayor

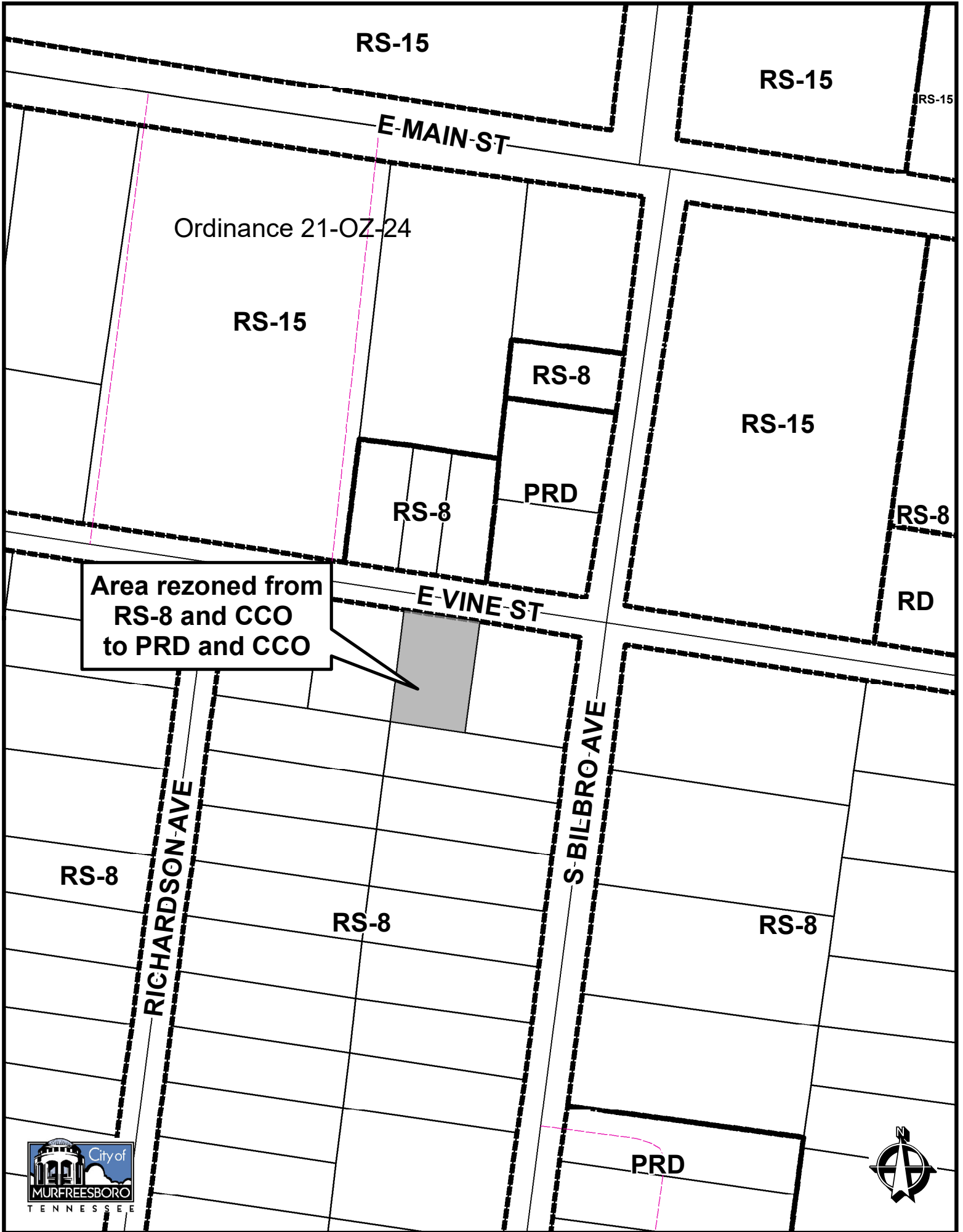
ATTEST:

\_\_\_\_\_  
Jennifer Brown  
City Recorder

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51E9401  
Adam F. Tucker  
City Attorney

SEAL



# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Planning Commission Recommendation

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

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

**Staff Recommendation**

Schedule a public hearing for the item below on September 2, 2021.

**Background Information**

During its regular meeting on July 14, 2021, the Planning Commission conducted a public hearing on the item listed below. After the public hearing, the Planning Commission discussed the matter and then voted to recommend its approval.

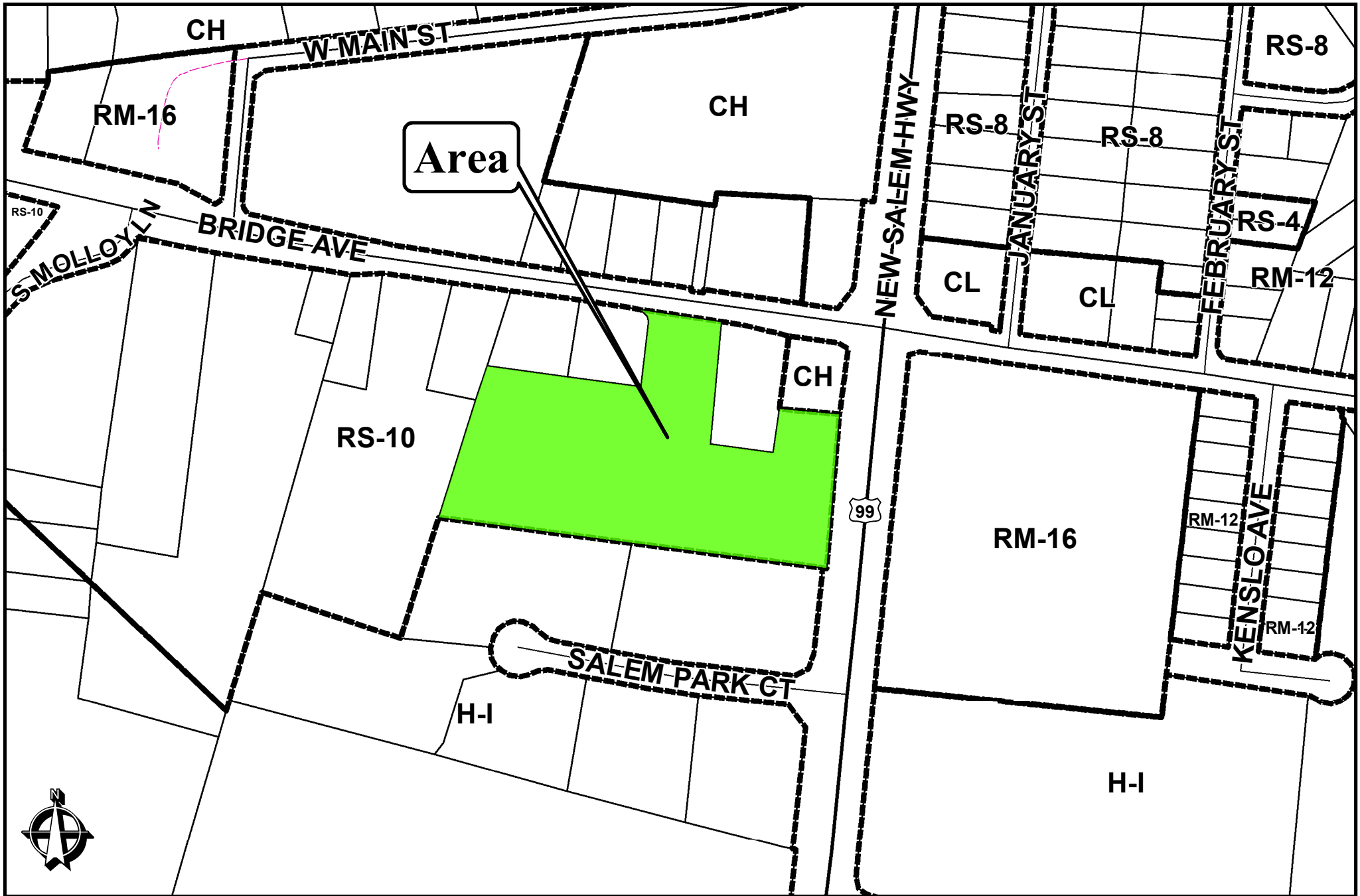
- a. Zoning application [2021-413] for approximately 5.4 acres located along Bridge Avenue and New Salem Highway to be rezoned from RS-10 to PND (Transit Center PND), City of Murfreesboro applicant.

**Fiscal Impact**

Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

**Attachments:**

Map for zoning application for approximately 5.4 acres located along Bridge Avenue and New Salem Highway



**Zoning Request for Property Located along Bridge Avenue and New Salem Highway  
RS-10 to PND ( Murfreesboro Transit Center PND)**

Planning Department  
City of Murfreesboro  
11 W Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Rescheduling Public Hearing for Zoning Change Request

**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"/>

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**Summary**

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

**Staff Recommendation**

Schedule a public hearing for the item below on September 2, 2021.

**Background Information**

During its regular meeting on June 2, 2021, the Planning Commission conducted a public hearing on the item listed below. After the public hearing, the Planning Commission discussed this matter and then voted to recommend its approval. Council subsequently scheduled it for a July 29, 2021 public hearing. Due to unforeseen circumstances, however, the applicant has requested that the public hearing be rescheduled.

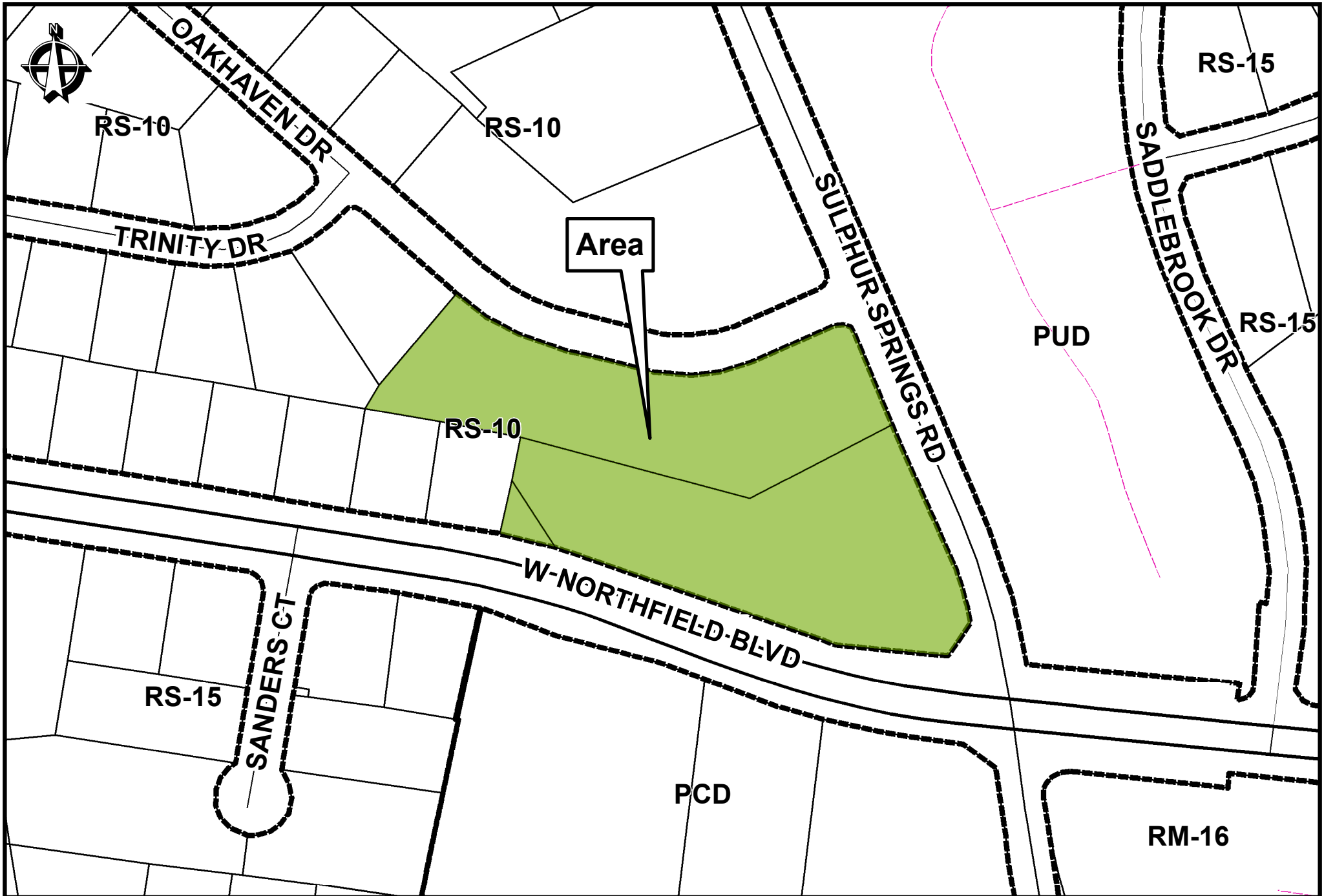
- a. Zoning application [2021-412] for approximately 4.6 acres located along West Northfield Boulevard and Sulphur Springs Road to be rezoned from RS-10 to PCD (Sanders Corner PCD), P&H Joint Venture applicant.

**Fiscal Impact**

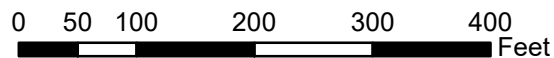
Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

**Attachments:**

Map for zoning application for approximately 4.6 acres located along West Northfield Boulevard and Sulphur Springs Road



**Zoning Request for Property Located along West Northfield Boulevard  
RS-10 to PCD (Sanders Corner PCD)**



Planning Department  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Retail Liquor Certificate of Compliance – Wine & Liquor Palace

**Department:** Finance

**Presented by:** Jennifer Brown

**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**

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

**Background Information**

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Bhikhabhai S. Patel for the Wine & Liquor Palace at 5619 Franklin Road Suite B5, which is a new location for retail liquor store. This request complies with statutory requirements.

**Council Priorities Served**

*Maintain public safety*

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

**Attachments**

Summary of Request for Certificate of Compliance for Retail Liquor Store

# City of Murfreesboro

## Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

### Owners/Partners/Stockholders/Officers:

<b>Name</b>	Bhikhabhai S. Patel
<b>Age</b>	55
<b>Home Address</b>	2826 Presley Drive
<b>Residency City/State</b>	Murfreesboro, TN
<b>Race/Sex</b>	Asian/M
<b>Background Check Findings:</b>	
City of Murfreesboro:	None
Rutherford County:	None
Nashville Criminal Court:	None
TBI:	None

<b>Name of Business</b>	Wine & Liquor Palace
<b>Business Location</b>	5619 Franklin Road Suite B5 (Vacant Lot)

### Type of Application:

<b>New Location</b>	<u>          X          </u>
<b>Ownership Change</b>	<u>                          </u>
<b>Name Change</b>	<u>                          </u>

<b>Corporation</b>	<u>          X          </u>
<b>Partnership</b>	<u>                          </u>
<b>LLC</b>	<u>                          </u>
<b>Sole Proprietor</b>	<u>                          </u>

<b>Application Completed Properly?</b>	Yes
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The actual application is available in the office of the City Recorder.

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Amendment of Employee Handbook Policy 5003

**Department:** Human Resources

**Presented by:** Pam Russell, 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**

Amendment to Employee Handbook Policy 5003 to allow for experience credit for establishing salaries.

**Staff Recommendation**

Approve amendment to Policy 5003.

**Background Information**

Council has recognized the necessity of the City's pay plan remains competitive in the labor market and benefits this objective provides to the community. The City ability to hire and retain experienced, highly productive employees has a positive impact on the level of services the City provides and the City budget.

Appropriate recognition of experience credit varies by position and the City's requirements at the time of the hire or promotion. Therefore, Administration will develop guidelines for the application of experience credits that will be generally applicable.

**Council Priorities Served**

*Responsible budgeting*

Hiring and retaining highly productive employees assist in keeping the workforce at a reasonable level thus reducing the most significant portion of the City's budget.

**Fiscal Impact**

None. Salaries will remain within the annual approved budget.

**Attachments**

1. Current Employee Handbook Policy 5003
2. Revised Employee Handbook Policy 5003 (clean and redlined)

## EMPLOYEE HANDBOOK

**Policy No:** 5003

**Policy:** Classification and Compensation

**Effective Date:** 8/8/2019

---

### 1. Policy Objectives

- 1.1 The compensation program is designed to attract and retain a high-quality, diverse workforce and to maintain salary structures at market-competitive levels. The compensation program also assures equitable pay practices.
- 1.2 The compensation program will be prudently administered within the budget set by Council and in compliance with applicable federal and state laws, including the Federal Fair Labor Standards Act and the Equal Pay Act.
- 1.3 Adoption of this section of the *Employee Handbook* does not limit the Charter authority of the City Council to set a budget for the City and to alter or amend any portion of the compensation program, including any step plan. Neither does this section limit the Charter authority of the City Manager to establish employee salaries each budget year.
- 1.4 *Employee Handbook*, Section 5003.5 *Public Safety Compensation* applies to all non-exempt sworn and/or certified members of the Police Department, Fire Rescue Department, and Emergency Communications division unless otherwise noted in this policy.

### 2. Compensation Structure

#### 2.1 Non-exempt

- a. Every employee will hold a position within a classification and each classification will have a salary range.
- b. The salary range for non-exempt classifications is based on a six-level Step Program. A non-exempt employee will progress annually through the Step Program, advancing one step on July 1st unless Council determines otherwise. After Step Six, a non-exempt employee will *move* to an open salary range established for their classification.

#### 2.2 Exempt

- a. The salary range for exempt positions will be an open salary range with the mid-point of the range generally set approximately at 50% of the most relevant salary market data; however, City's organizational requirements may alter this general guideline.
- b. Salary ranges for each classification are set to reflect market conditions and organizational needs as determined by Council and the City Manager. An employee whose salary is at or above the maximum of the salary range for a position will receive no annual adjustment, unless during the budget process

Council provides for a cost-of-living adjustment, which may be a one-time payment or a salary adjustment.

### **3. Salary Upon Hiring**

#### **3.1 Non-exempt Positions.**

- a. The starting salary for a new employee hired to fill a non-exempt position will be the salary set at Step One of the Step Program, the minimum of the salary range to which the job classification is assigned.
- b. Hard-to-Fill Positions.
  1. A position designated by the City Manager as a Hard-to-Fill Position will be posted for recruiting with a salary range from Step One to Step Six of the classification.
  2. An offer of employment into a Hard-to-Fill Position may be above Step One of the classifications and up to Step Six of the position classifications as approved by the Executive Director. An offer above Step Six requires approval of the City Manager.
  4. A written justification of the offer into a Hard-to-Fill position above Step One must be provided to the Human Resources Department for inclusion in the employee's personnel file. Salary justification for a Hard-to-Fill position must include market-based and recruiting information.
  5. Hard-to-Fill Positions will be identified by the City Manager in consultation with the hiring Department and the Human Resources Director based on current market conditions. Upon filling a position designated as a Hard-to-Fill Position, the designation will expire.
  7. The salary of employees hired into a Hard-to-Fill Position will have no effect on the salaries of existing employees.
- c. Employees hired into a Step Program, included Public Safety Employees, on or after April 1st will remain in the Step into which they are hired until the second July 1st after the employee's date of hire.

#### **3.2 Exempt Positions.**

- a. Exempt positions may be posted with a salary range from the minimum of the salary up to an additional 10% of the salary range. Additional compensatory benefits may be offered by the Executive Director upon approval of the City Manager.
- b. An offer of employment above the minimum of the salary range for the position up to the mid-point of the classification requires the prior approval of the Executive Director of the Division. An offer above 10% of the salary range requires prior approval of the City Manager. Approval of an offer above the minimum requires written justification from the Executive

Director for the salary offered, which will be provided to the Human Resources Department for inclusion in the employee's personnel file.

- c. The salary for employees hired on or after April 1<sup>st</sup> will remain the same regardless of any salary increase (but not decrease) granted by Council during the budget process until the second July 1<sup>st</sup> after the employee's date of employment. If the minimum of the classification adjusts upward, employees in that pay grade will move to the new minimum.

### 3.3 Executive and Command Positions.

Executive Positions are Assistant City Managers, Executive Directors, and Department Directors, Police Chief, and Fire Chief. Executive Positions and Command Positions may be posted with a salary range from the minimum to the maximum of the range. An offer of employment may be made by the City Manager within the range based on knowledge, skills, experience, and education. Written justification for an offer of employment above the mid-point of the salary range must be provided to the Human Resources Director for inclusion in the employee's personnel file.

### 3.4 Appointed Positions.

Positions appointed by Council pursuant to the City's Charter will be negotiated in accordance with parameters set by Council and the Charter.

## 4. Salary Upon Promotion

Promotions are the result of an employee voluntarily accepting an open position in a higher classification.

### 4.1 Position Posting.

All promotions will be posted at least internally for a period of not less than five business days unless otherwise approved by the Executive Director. If a position is not posted, the justification for not posting must be provided by the Executive Director to the Human Resources Department. Promotions for employees in non-exempt Public Safety Pay Plans, however, are handled in accordance with *Employee Handbook* Section 5003.5.

### 4.2 Non-exempt Positions.

The salary of a non-exempt employee promoted to a position in a higher classification will increase to the greater of ("closest") will be:

- a. Step One of the new positions pay classification; or
- b. for promotions moving the employee one classification, the step closest (calculated using two decimal points by rounding half up) to 105% of the employee current salary;
- c. for promotion moving the employee in to position classified two grades above the employee's current position, the step closest (same as above) to 107.5% of the employee current salary;

- d. for promotion moving the employee in to position classified three or more grades above the employee's current position, the step closest (same as above) to 110% of the employee current salary; or
- c. if the employee's adjusted salary falls above Step Six of the classification, the employee will thereafter be in the open range; however,
- d. in no event will the promoted employee's salary exceed the maximum of the classification's range.

#### 4.2 Exempt Positions.

The salary of an exempt employee promoted to a position in a higher classification will increase to the greater of:

- a. The minimum of the classification, or
- b. salary offered by the Executive Director, after consultation with the Human Resources Director, that is within the budgeted amount for the position but not greater than 110% of the employee's current, but
- c. in no event will the promoted employee's salary exceed the maximum of the classification's range.

#### 4.3 Executive Positions.

The salary of an employee promoted to an Assistant City Manager, Executive Director, or Department Director will be set by the City Manager, and in the case of a Department Director, with a recommendation from the Executive Director. The City Manager will provide written justification for salary at promotion above mid-point to the Human Resources Department for inclusion into the employee's personnel file.

#### 4.4 Appointed Positions.

The salary of an employee appointed to a position appointed by Council pursuant to the City's Charter will be set by Council.

### 5. **Salary Upon Transfer**

A transfer results when an employee leaves one position for a permanent assignment to another position. Transfers may be voluntary to fill an open position, provided the Department Director approves the transfer, or as the result of an employee's reassignment to an open position by the Department Director. Reassignment without a competitive recruitment process, whether internal or external, require consultation with the Human Resources Director and approval by the City Manager.

#### 5.1 Same Classification.

Transfers to a new position within the same classification as the employee's current position will result in no change to the employee's salary.

## 5.2 Higher Classification.

If the employee's new position is in a classification higher than the classification of the employee's previous position and the position was competitive filled, the transfer is a promotion in accordance with the section of this Policy addressing Promotions. Reassignment through a non-competitive process of an exempt employee to a new position will result in no increase provided the employee's current salary is within the range set for the new position. If the employee's salary is below the minimum of the range set for the new position, the employee's salary will be adjusted to the minimum of the range. Employees in a step plan who are reassigned by a non-competitive process will retain the same salary, move to the closest step with the classification, and adjust to the next salary set for the next step as of the following July pt.

## 5.3 Lower Classification.

### a. Voluntary Transfers.

An employee voluntarily transferring to a new position that is classified lower than the classification of the employee's previous position will receive a salary equal to:

1. for non-exempt employee in a Step Program, the same step in the classification for the new position.
2. for an exempt employee or a non-exempt employee in an open range, the minimum of the open range.
3. Exceptions may be made upon approval of the City Manager, in which case the Department Director will provide written justification for the exception for placement in the employee's file; however, an employee may not receive a salary that is greater than the maximum of the salary range for the position.

### b. Reassignments and Classification Adjustment.

If the employee's new position is in a classification lower than the classification of the employee's previous position and the transfer is a reassignment the employee's position is reclassified, the employee's salary will be:

1. for a non-exempt employee in a Step Program, the step in the classification for the new position that most closely (calculated using two decimal points by rounding half up) corresponds to the employee's current salary without reducing the employee's salary.
2. for an exempt employee or a non-exempt employee in an open range, the same as the employee's current salary not to exceed the maximum of the range.

3. for employees reassigned to a position in a classification that has a maximum salary less than the employee's current salary, City Manager approval is required.
- b. Changing Step Plans.
- c. If the employee's new position is in a step plan different than the employee's previous step plan, the employee's salary will be equal to the step closest to the employee's current salary without reduction. Compensation for employee's moving from the Public Safety Step Plan to the General Fund Step Plan will follow this Policy. Compensation for employee's moving from the General Fund Step Plan to the Public Safety Step Plan will follow Policy 5003.5.
- d. Hard-to-Fill Positions.

For employees transferring to a position designated as a Hard-to-Fill position, the employee's salary may be set in accordance with the Salary Upon Hiring for such positions as set forth in this Policy.

## **6. Salary Upon Demotion**

Demotions occur for disciplinary reasons or because the employees failed to demonstrate the knowledge, skills, and ability to perform adequately in the current position, and the Department Director believes the employee may perform sufficiently in another position in a lower classification. Moving to a lower classification may be required for an ADA accommodation.

- 6.1 Employees are subject to demotion for certain conduct coupled with an inability or failure to perform the duties and responsibilities of a position for disciplinary reasons. Demotions for disciplinary reasons may only be assigned to a position that is vacant. Disciplinary demotions will be made in accordance with Section 3002, *Employee Handbook*.
- 6.2 Upon a demotion other than a disciplinary demotion, an employee's salary will be adjusted to the minimum of the position into which the employee is placed.

## **7. Salary Supplements**

A salary supplement compensates an employee holding certifications or possessing and performing a skill or function that cannot be performed by other employees holding the same position.

### **7.1 Establishment.**

Salary supplements are recommended by the Department Director and are set annually with the budget authorization. The Department Director will provide a list of salary supplements utilized with the Department each year to the Finance Director and the Human Resources Director. Salary supplements for the same skill or function will be consistent through the City.

### **7.2 Compensation.**

A salary supplement is part of the employee's compensation for all wage-related purposes (*e.g.*, overtime, Social Security withholding, pension, retirement, disability, or workers' compensation benefits).

### 7.3 Termination of Supplement

- a. A salary supplement will terminate when the employees ceases to perform, either voluntarily or at the decision of the Department Director, the skill or function for which the supplement is paid.
- b. Salary supplements based on an employee holding a certification or license will terminate if the employee fails to maintain the certification or license. An employee receiving a salary supplement for a certification or license must immediately notify the Department Director upon losing the certification or license.
- c. Failure to notify the Department Director of loss of certification or licensure will result in employee discipline and require repayment of the salary supplement paid from the date the notification should have been provided.
- d. Termination of a salary supplement is not a demotion or an adverse employment decision unless associated with the assessment of discipline.
- e. A salary supplement is not a promotion regardless of the process used to identify employees receiving a salary supplement. A salary supplement is not considered a promotion for personnel administration purposes {*e.g.*, drug and alcohol testing, probationary year, or quarterly evaluations).

## 8. Interim Assignments

Employees are responsible for all duties assigned to them by their supervisor whether those duties are specifically listed in their job description or not. An employee may be assigned temporarily to fulfill the duties of another position, in which case the assignment may qualify for interim assignment pay as determined by the Executive Director consistent with this Policy.

### 8.1 Assignment.

- a. An assignment qualifies for interim assignment pay if the assigned employee is required to fulfill the duties of another position that has been vacant after at least 60 days of recruiting or if the employee holding the position is on an extended leave of absence of at least 60 days.
- b. An assignment is eligible for interim assignment pay if an employee is given a temporary assignment for more than 60 days. Interim pay will begin on or after the position has been vacant for 60 days and the employee has held the position for 60 days, whichever is greater. Interim pay will not be split among more than one employee.
- c. An assignment may be terminated for any reason including the employee's failure to perform the additional job duties to the satisfaction of the

Department Director. An assignment may not, however, be terminated merely to prevent an employee from qualifying for interim assignment pay.

- d. Any assignment which is expected to be for more than six months within one fiscal year must be approved by the City Manager upon written explanation and recommendation of the Executive Director of that department.

#### 8.2 Interim Assignment Pay.

- a. An employee on a temporary assignment will receive a salary equal to 105% of the employee's current salary during the period of the interim assignment regardless of the maximum range for the position.
- b. The Department Director will notify the Finance Director and Human Resources Director of the temporary assignment of an employee and the date the temporary assignment ends.
- c. Any interim pay received by an employee will not be considered as part of the employee's salary in calculating compensation under the City's pension plan or for the purpose of contributions to the City's Defined Contribution Plan.
- d. An assignment does not alter the employees exempt or non-exempt classification according to the Federal Fair Labor Standards Act.

### 9. **Reclassification of Positions**

9.1 Reclassification of a position occurs when it is determined, based on market data and the benefit to the organization, that a position should be placed within a different classification, either higher or lower. No reclassifications will occur within 90 days of the new budget year.

9.2 An employee holding a position that is reclassified will be adjusted as follows:

- a. The salary of an employee that is below the minimum salary established for the reclassified position will be adjusted to the minimum.
- b. The salary of employees in a Step Program will be adjusted to the same step that the employee held in the previous classification.
- c. The salary of an employee in open range that falls within the range of the position after reclassification will remain unchanged.
- d. The salary of employees at the maximum of the range of the previous classification will be increased by the lesser of (i) the annual increase authority for the classification by Council during the budget process, (ii) the employee's current salary multiplied by 103%, or (iii) the top of the range for the reclassified position.

9.3 Reclassification requests may be initiated by the Human Resources Department or a Department Director. A Department Director that manages positions affected by the reclassification will coordinate the request with the Human Resources Director and

provide a written report that incorporates market data and analysis justifying the reclassification and the organizational benefit of the reclassification. All reclassifications are subject to budget authorization.

**HISTORY:**

**Supersedes:** 5003, Compensation and Classification, dated: 11/10/2016

**Annuls:** 1035, Interim Pay and Vacant Positions, dated 8/27/2015

5004, Job and Shift Assignments, Promotions and Transfers, dated 7/18/2001

5009, Classification and Reclassification, dated 8/27/2015

**Modified:** 12/17/2009; 08/27/2015; 11/10/2016; 10/18/2018; 8/8/2019

## EMPLOYEE HANDBOOK

Policy No: 5003

Policy: Classification and Compensation

Effective Date:

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**1. Policy Objectives**

- 1.1 The compensation program is designed to attract and retain a high-quality, diverse workforce and to maintain salary structures at market-competitive levels. The compensation program also assures equitable pay practices.
- 1.2 The compensation program will be prudently administered within the budget set by Council and in compliance with applicable federal and state laws, including the Federal Fair Labor Standards Act and the Equal Pay Act.
- 1.3 Adoption of this section of the *Employee Handbook* does not limit the Charter authority of the City Council to set a budget for the City and to alter or amend any portion of the compensation program, including any step plan. Neither does this section limit the Charter authority of the City Manager to establish employee salaries each budget year.
- 1.4 *Employee Handbook*, Section 5003.5 *Public Safety Compensation* applies to all non-exempt sworn and/or certified members of the Police Department, Fire Rescue Department, and Emergency Communications division unless otherwise noted in this policy.

**2. Compensation Structure**

**2.1 Non-exempt**

- a. Every employee will hold a position within a classification and each classification will have a salary range.
- b. The salary range for non-exempt classifications is based on a six-level Step Program. A non-exempt employee will progress annually through the Step Program, advancing one step on July 1st unless Council determines otherwise. After Step Six, a non-exempt employee will *move* to an open salary range established for their classification.

**2.2 Exempt**

- a. The salary range for exempt positions will be an open salary range with the mid-point of the range generally set approximately at 50% of the most relevant salary market data; however, City's organizational requirements may alter this general guideline.
- b. Salary ranges for each classification are set to reflect market conditions and organizational needs as determined by Council and the City Manager. An employee whose salary is at or above the maximum of the salary range for a position will receive no annual adjustment, unless during the budget process

Council provides for a cost-of-living adjustment, which may be a one-time payment or a salary adjustment.

### **3. Salary Upon Hiring**

#### **3.1 Non-exempt Positions.**

- a. The starting salary for a new employee hired to fill a non-exempt position will be the salary set at Step One of the Step Program, the minimum of the salary range to which the job classification is assigned. In establishing the salary for a new employee, consideration should be given for directly relevant experience the new employee brings to the position; however, the salary offered must be within the established range for the position and funding for the position appropriately budgeted.
- b. Hard-to-Fill Positions.
  1. A position designated by the City Manager as a Hard-to-Fill Position will be posted for recruiting with a salary range from Step One to Step Six of the classification.
  2. An offer of employment into a Hard-to-Fill Position may be above Step One of the classifications and up to Step Six of the position classifications as approved by the Executive Director. An offer above Step Six requires approval of the City Manager. In establishing the salary for a new employee, consideration should be given for directly relevant experience the new employee brings to the position; however, the salary offered must be within the established range for the position and funding for the position appropriately budgeted.
  4. A written justification of the offer into a Hard-to-Fill position above Step One must be provided to the Human Resources Department for inclusion in the employee's personnel file. Salary justification for a Hard-to-Fill position must include market-based and recruiting information.
  5. Hard-to-Fill Positions will be identified by the City Manager in consultation with the hiring Department and the Human Resources Director based on current market conditions. Upon filling a position designated as a Hard-to-Fill Position, the designation will expire.
  7. The salary of employees hired into a Hard-to-Fill Position will have no effect on the salaries of existing employees.
- c. Employees hired into a Step Program, included Public Safety Employees, on or after April 1st will remain in the Step into which they are hired until the second July 1st after the employee's date of hire.

### 3.2 Exempt Positions.

- a. Exempt positions may be posted with a salary range from the minimum of the salary up to an additional 10% of the salary range. Additional compensatory benefits may be offered by the Executive Director upon approval of the City Manager.
- b. An offer of employment above the minimum of the salary range for the position up to the mid-point of the classification requires the prior approval of the Executive Director of the Division. An offer above 10% of the salary range requires prior approval of the City Manager. Approval of an offer above the minimum requires written justification from the Executive Director for the salary offered, which will be provided to the Human Resources Department for inclusion in the employee's personnel file. In establishing the salary for a new employee, consideration should be given for directly relevant experience the new employee brings to the position; however, the salary offered must be within the established range for the position and funding for the position appropriately budgeted.
- c. The salary for employees hired on or after April 1<sup>st</sup> will remain the same regardless of any salary increase (but not decrease) granted by Council during the budget process until the second July 1st after the employee's date of employment. If the minimum of the classification adjusts upward, employees in that pay grade will move to the new minimum.

### 3.3 Executive and Command Positions.

Executive Positions are Assistant City Managers, Executive Directors, and Department Directors, Police Chief, and Fire Chief. Executive Positions and Command Positions may be posted with a salary range from the minimum to the maximum of the range. An offer of employment may be made by the City Manager within the range based on knowledge, skills, experience, and education. Written justification for an offer of employment above the mid-point of the salary range must be provided to the Human Resources Director for inclusion in the employee's personnel file.

### 3.4 Appointed Positions.

Positions appointed by Council pursuant to the City's Charter will be negotiated in accordance with parameters set by Council and the Charter.

## 4. Salary Upon Promotion

Promotions are the result of an employee voluntarily accepting an open position in a higher classification.

### 4.1 Position Posting.

All promotions will be posted at least internally for a period of not less than five business days unless otherwise approved by the Executive Director. If a position is not posted, the justification for not posting must be provided by the Executive Director to the Human Resources Department. Promotions for employees in non-exempt Public Safety

Pay Plans, however, are handled in accordance with *Employee Handbook* Section 5003.5.

#### 4.2 Non-exempt Positions.

The salary of a non-exempt employee promoted to a position in a higher classification will increase to the greater of ("closest") will be:

- a. Step One of the new positions pay classification; or
- b. a salary offered by the Executive Director, after consultation with the Human Resources Director, that considers the directly relevant experience the employee can bring to the position; however, the salary offered must be appropriately budgeted;
- c. for promotion moving the employee in to position classified two grades above the employee's current position, the step closest (same as above) to 107.5% of the employee current salary;
- d. for promotion moving the employee in to position classified three or more grades above the employee's current position, the stop closest (same as above) to 110% of the employee current salary; or
- c. if the employee's adjusted salary falls above Step Six of the classification, the employee will thereafter be in the open range; however,
- d. in no event will the promoted employee's salary exceed the maximum of the classification's range.

#### 4.2 Exempt Positions.

The salary of an exempt employee promoted to a position in a higher classification will increase to the greater of:

- a. The minimum of the classification, or
- b. salary offered by the Executive Director, after consultation with the Human Resources Director, that is within the budgeted amount for the position but not greater than 110% of the employee's current, but
- c. in no event will the promoted employee's salary exceed the maximum of the classification's range.

#### 4.3 Executive Positions.

The salary of an employee promoted to an Assistant City Manager, Executive Director, or Department Director will be set by the City Manager, and in the case of a Department Director, with a recommendation from the Executive Director. The City Manager will provide written justification for salary at promotion above mid-point to the Human Resources Department for inclusion into the employee's personnel file.

#### 4.4 Appointed Positions.

The salary of an employee appointed to a position appointed by Council pursuant to the City's Charter will be set by Council.

### 5. Salary Upon Transfer

A transfer results when an employee leaves one position for a permanent assignment to another position. Transfers may be voluntary to fill an open position, provided the Department Director approves the transfer, or as the result of an employee's reassignment to an open position by the Department Director. Reassignment without a competitive recruitment process, whether internal or external, require consultation with the Human Resources Director and approval by the City Manager.

#### 5.1 Same Classification.

Transfers to a new position within the same classification as the employee's current position may result in no change to the employee's salary; however, consideration should be given for directly relevant experience the new employee brings to the position; however, the salary offered must be within the established range for the position and funding for the position appropriately budgeted.

#### 5.2 Higher Classification.

- a. If the employee's new position is in a classification higher than the classification of the employee's previous position and the position was competitively filled, the transfer is a promotion in accordance with the section of this Policy addressing Promotions.
- b. Reassignment through a non-competitive process of an exempt employee
  - (1) If the employee's salary is below the minimum of the range set for the new position, the employee's salary will be adjusted to the minimum of the range with the consideration for experience the employee brings to the position.
  - (2) If the employee's salary is within range, the employee's salary may remain the same; however, consideration should be given for directly relevant experience the employee brings to the position.
  - (3) The salary must be within the established range for the position and funding for the position must be appropriately budgeted.
- c. Reassignment through a non-competitive process of an employee in a step plan the employee will retain the same salary and move to the step with the closest salary within the position classification. On July 1<sup>st</sup> of the next fiscal year, the employee will move to the next step and either maintain the current salary with any COLA budgeted for that year or the new step salary, whichever is greater. This process will continue until the employee's salary is consistent with the salary for the step on the new fiscal year or the employee advances out of the step plan.

### 5.3 Lower Classification.

#### a. Voluntary Transfers.

An employee voluntarily transferring to a new position that is classified lower than the classification of the employee's previous position will receive a salary equal to:

1. for non-exempt employee in a Step Program, the same step in the classification for the new position.
2. for an exempt employee or a non-exempt employee in an open range, the minimum of the open range.
3. Exceptions may be made upon approval of the City Manager, in which case the Department Director will provide written justification for the exception for placement in the employee's file; however, an employee may not receive a salary that is greater than the maximum of the salary range for the position.

#### b. Reassignments and Classification Adjustment.

If the employee's new position is in a classification lower than the classification of the employee's previous position and the transfer is a reassignment the employee's position is reclassified, the employee's salary will be:

1. for a non-exempt employee in a Step Program, the step in the classification for the new position that most closely (calculated using two decimal points by rounding half up) corresponds to the employee's current salary without reducing the employee's salary.
2. for an exempt employee or a non-exempt employee in an open range, the same as the employee's current salary not to exceed the maximum of the range.
3. for employees reassigned to a position in a classification that has a maximum salary less than the employee's current salary, City Manager approval is required.

#### b. Changing Step Plans.

- c. If the employee's new position is in a step plan different than the employee's previous step plan, the employee's salary will be equal to the step closest to the employee's current salary without reduction. Compensation for employee's moving from the Public Safety Step Plan to the General Fund Step Plan will follow this Policy. Compensation for employee's moving from the General Fund Step Plan to the Public Safety Step Plan will follow Policy 5003.5.

d. Hard-to-Fill Positions.

For employees transferring to a position designated as a Hard-to-Fill position, the employee's salary may be set in accordance with the Salary Upon Hiring for such positions as set forth in this Policy.

## 6. Salary Upon Demotion

Demotions occur for disciplinary reasons or because the employees failed to demonstrate the knowledge, skills, and ability to perform adequately in the current position, and the Department Director believes the employee may perform sufficiently in another position in a lower classification. Moving to a lower classification may be required for an ADA accommodation.

6.1 Employees are subject to demotion for certain conduct coupled with an inability or failure to perform the duties and responsibilities of a position for disciplinary reasons. Demotions for disciplinary reasons may only be assigned to a position that is vacant. Disciplinary demotions will be made in accordance with Section 3002, *Employee Handbook*.

6.2 Upon a demotion other than a disciplinary demotion, an employee's salary will be adjusted to the minimum of the position into which the employee is placed.

## 7. Salary Supplements

A salary supplement compensates an employee holding certifications or possessing and performing a skill or function that cannot be performed by other employees holding the same position.

### 7.1 Establishment.

Salary supplements are recommended by the Department Director and are set annually with the budget authorization. The Department Director will provide a list of salary supplements utilized with the Department each year to the Finance Director and the Human Resources Director. Salary supplements for the same skill or function will be consistent through the City.

### 7.2 Compensation.

A salary supplement is part of the employee's compensation for all wage-related purposes (*e.g.*, overtime, Social Security withholding, pension, retirement, disability, or workers' compensation benefits).

### 7.3 Termination of Supplement

- a. A salary supplement will terminate when the employees ceases to perform, either voluntarily or at the decision of the Department Director, the skill or function for which the supplement is paid.
- b. Salary supplements based on an employee holding a certification or license will terminate if the employee fails to maintain the certification or license. An employee receiving a salary supplement for a certification or license must

immediately notify the Department Director upon losing the certification or license.

- c. Failure to notify the Department Director of loss of certification or licensure will result in employee discipline and require repayment of the salary supplement paid from the date the notification should have been provided.
- d. Termination of a salary supplement is not a demotion or an adverse employment decision unless associated with the assessment of discipline.
- e. A salary supplement is not a promotion regardless of the process used to identify employees receiving a salary supplement. A salary supplement is not considered a promotion for personnel administration purposes (e.g., drug and alcohol testing, probationary year, or quarterly evaluations).

## **8. Interim Assignments**

Employees are responsible for all duties assigned to them by their supervisor whether those duties are specifically listed in their job description or not. An employee may be assigned temporarily to fulfill the duties of another position, in which case the assignment may qualify for interim assignment pay as determined by the Executive Director consistent with this Policy.

### **8.1 Assignment.**

- a. An assignment qualifies for interim assignment pay if the assigned employee is required to fulfill the duties of another position that has been vacant after at least 60 days of recruiting or if the employee holding the position is on an extended leave of absence of at least 60 days.
- b. An assignment is eligible for interim assignment pay if an employee is given a temporary assignment for more than 60 days. Interim pay will begin on or after the position has been vacant for 60 days and the employee has held the position for 60 days, whichever is greater. Interim pay will not be split among more than one employee.
- c. An assignment may be terminated for any reason including the employee's failure to perform the additional job duties to the satisfaction of the Department Director. An assignment may not, however, be terminated merely to prevent an employee from qualifying for interim assignment pay.
- d. Any assignment which is expected to be for more than six months within one fiscal year must be approved by the City Manager upon written explanation and recommendation of the Executive Director of that department.

### **8.2 Interim Assignment Pay.**

- a. An employee on a temporary assignment will receive a salary equal to 105% of the employee's current salary during the period of the interim assignment regardless of the maximum range for the position.

- b. The Department Director will notify the Finance Director and Human Resources Director of the temporary assignment of an employee and the date the temporary assignment ends.
- c. Any interim pay received by an employee will not be considered as part of the employee's salary in calculating compensation under the City's pension plan or for the purpose of contributions to the City's Defined Contribution Plan.
- d. An assignment does not alter the employees exempt or non-exempt classification according to the Federal Fair Labor Standards Act.

## 9. **Reclassification of Positions**

- 9.1 Reclassification of a position occurs when it is determined, based on market data and the benefit to the organization, that a position should be placed within a different classification, either higher or lower. No reclassifications will occur within 90 days of the new budget year.
- 9.2 An employee holding a position that is reclassified will be adjusted as follows:
  - a. The salary of an employee that is below the minimum salary established for the reclassified position will be adjusted to the minimum.
  - b. The salary of employees in a Step Program will be adjusted to the same step that the employee held in the previous classification.
  - c. The salary of an employee in open range that falls within the range of the position after reclassification will remain unchanged.
  - d. The salary of employees at the maximum of the range of the previous classification will be increased by the lesser of (i) the annual increase authority for the classification by Council during the budget process, (ii) the employee's current salary multiplied by 103%, or (iii) the top of the range for the reclassified position.
- 9.3 Reclassification requests may be initiated by the Human Resources Department or a Department Director. A Department Director that manages positions affected by the reclassification will coordinate the request with the Human Resources Director and provide a written report that incorporates market data and analysis justifying the reclassification and the organizational benefit of the reclassification. All reclassifications are subject to budget authorization.

### **HISTORY:**

**Supersedes:** 5003, Compensation and Classification, dated: 11/10/2016

**Annuls:** 1035, Interim Pay and Vacant Positions, dated 8/27/2015

5004, Job and Shift Assignments, Promotions and Transfers, dated 7/18/2001

5009, Classification and Reclassification, dated 8/27/2015

**Modified:** 12/17/2009; 08/27/2015; 11/10/2016; 10/18/2018; 8/8/2019

## EMPLOYEE HANDBOOK

Policy No: 5003

Policy: Classification and Compensation

Effective Date:

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**1. Policy Objectives**

- 1.1 The compensation program is designed to attract and retain a high-quality, diverse workforce and to maintain salary structures at market-competitive levels. The compensation program also assures equitable pay practices.
- 1.2 The compensation program will be prudently administered within the budget set by Council and in compliance with applicable federal and state laws, including the Federal Fair Labor Standards Act and the Equal Pay Act.
- 1.3 Adoption of this section of the *Employee Handbook* does not limit the Charter authority of the City Council to set a budget for the City and to alter or amend any portion of the compensation program, including any step plan. Neither does this section limit the Charter authority of the City Manager to establish employee salaries each budget year.
- 1.4 *Employee Handbook*, Section 5003.5 *Public Safety Compensation* applies to all non-exempt sworn and/or certified members of the Police Department, Fire Rescue Department, and Emergency Communications division unless otherwise noted in this policy.

**2. Compensation Structure**

**2.1 Non-exempt**

- a. Every employee will hold a position within a classification and each classification will have a salary range.
- b. The salary range for non-exempt classifications is based on a six-level Step Program. A non-exempt employee will progress annually through the Step Program, advancing one step on July 1st unless Council determines otherwise. After Step Six, a non-exempt employee will *move* to an open salary range established for their classification.

**2.2 Exempt**

- a. The salary range for exempt positions will be an open salary range with the mid-point of the range generally set approximately at 50% of the most relevant salary market data; however, City's organizational requirements may alter this general guideline.
- b. Salary ranges for each classification are set to reflect market conditions and organizational needs as determined by Council and the City Manager. An employee whose salary is at or above the maximum of the salary range for a position will receive no annual adjustment, unless during the budget process

Council provides for a cost-of-living adjustment, which may be a one-time payment or a salary adjustment.

### 3. Salary Upon Hiring

#### 3.1 Non-exempt Positions.

- a. The starting salary for a new employee hired to fill a non-exempt position will be the salary set at Step One of the Step Program, the minimum of the salary range to which the job classification is assigned. In establishing the salary for a new employee, consideration should be given for directly relevant experience the new employee brings to the position; however, the salary offered must be within the established range for the position and funding for the position appropriately budgeted.
- b. Hard-to-Fill Positions.
  1. A position designated by the City Manager as a Hard-to-Fill Position will be posted for recruiting with a salary range from Step One to Step Six of the classification.
  2. An offer of employment into a Hard-to-Fill Position may be above Step One of the classifications and up to Step Six of the position classifications as approved by the Executive Director. An offer above Step Six requires approval of the City Manager. In establishing the salary for a new employee, consideration should be given for directly relevant experience the new employee brings to the position; however, the salary offered must be within the established range for the position and funding for the position appropriately budgeted.
  4. A written justification of the offer into a Hard-to-Fill position above Step One must be provided to the Human Resources Department for inclusion in the employee's personnel file. Salary justification for a Hard-to-Fill position must include market-based and recruiting information.
  5. Hard-to-Fill Positions will be identified by the City Manager in consultation with the hiring Department and the Human Resources Director based on current market conditions. Upon filling a position designated as a Hard-to-Fill Position, the designation will expire.
  7. The salary of employees hired into a Hard-to-Fill Position will have no effect on the salaries of existing employees.
- c. Employees hired into a Step Program, included Public Safety Employees, on or after April 1st will remain in the Step into which they are hired until the second July 1st after the employee's date of hire.

### 3.2 Exempt Positions.

- a. Exempt positions may be posted with a salary range from the minimum of the salary up to an additional 10% of the salary range. Additional compensatory benefits may be offered by the Executive Director upon approval of the City Manager.
- b. An offer of employment above the minimum of the salary range for the position up to the mid-point of the classification requires the prior approval of the Executive Director of the Division. An offer above 10% of the salary range requires prior approval of the City Manager. Approval of an offer above the minimum requires written justification from the Executive Director for the salary offered, which will be provided to the Human Resources Department for inclusion in the employee's personnel file. In establishing the salary for a new employee, consideration should be given for directly relevant experience the new employee brings to the position; however, the salary offered must be within the established range for the position and funding for the position appropriately budgeted.
- c. The salary for employees hired on or after April 1<sup>st</sup> will remain the same regardless of any salary increase (but not decrease) granted by Council during the budget process until the second July 1st after the employee's date of employment. If the minimum of the classification adjusts upward, employees in that pay grade will move to the new minimum.

### 3.3 Executive and Command Positions.

Executive Positions are Assistant City Managers, Executive Directors, and Department Directors, Police Chief, and Fire Chief. Executive Positions and Command Positions may be posted with a salary range from the minimum to the maximum of the range. An offer of employment may be made by the City Manager within the range based on knowledge, skills, experience, and education. Written justification for an offer of employment above the mid-point of the salary range must be provided to the Human Resources Director for inclusion in the employee's personnel file.

### 3.4 Appointed Positions.

Positions appointed by Council pursuant to the City's Charter will be negotiated in accordance with parameters set by Council and the Charter.

## 4. Salary Upon Promotion

Promotions are the result of an employee voluntarily accepting an open position in a higher classification.

### 4.1 Position Posting.

All promotions will be posted at least internally for a period of not less than five business days unless otherwise approved by the Executive Director. If a position is not posted, the justification for not posting must be provided by the Executive Director to the Human Resources Department. Promotions for employees in non-exempt Public Safety

Pay Plans, however, are handled in accordance with *Employee Handbook* Section 5003.5.

#### 4.2 Non-exempt Positions.

The salary of a non-exempt employee promoted to a position in a higher classification will increase to the greater of ("closest") will be:

- a. Step One of the new positions pay classification; or
- b. ~~a salary offered by the Executive Director, after consultation with the Human Resources Director, that considers the directly relevant experience the employee can bring to the position; however, the salary offered must be appropriately budgeted for promotions moving the employee one classification, the step closest (calculated using two decimal points by rounding half up) to 105% of the employee current salary;~~
- c. for promotion moving the employee in to position classified two grades above the employee's current position, the step closest (same as above) to 107.5% of the employee current salary;
- d. for promotion moving the employee in to position classified three or more grades above the employee's current position, the stop closest (same as above) to 110% of the employee current salary; or
- c. if the employee's adjusted salary falls above Step Six of the classification, the employee will thereafter be in the open range; however,
- d. in no event will the promoted employee's salary exceed the maximum of the classification's range.

#### 4.2 Exempt Positions.

The salary of an exempt employee promoted to a position in a higher classification will increase to the greater of:

- a. The minimum of the classification, or
- b. salary offered by the Executive Director, after consultation with the Human Resources Director, that is within the budgeted amount for the position but not greater than 110% of the employee's current, but
- c. in no event will the promoted employee's salary exceed the maximum of the classification's range.

#### 4.3 Executive Positions.

The salary of an employee promoted to an Assistant City Manager, Executive Director, or Department Director will be set by the City Manager, and in the case of a Department Director, with a recommendation from the Executive Director. The City Manager will provide written justification for salary at promotion above mid-point to the Human Resources Department for inclusion into the employee's personnel file.

#### 4.4 Appointed Positions.

The salary of an employee appointed to a position appointed by Council pursuant to the City's Charter will be set by Council.

### 5. Salary Upon Transfer

A transfer results when an employee leaves one position for a permanent assignment to another position. Transfers may be voluntary to fill an open position, provided the Department Director approves the transfer, or as the result of an employee's reassignment to an open position by the Department Director. Reassignment without a competitive recruitment process, whether internal or external, require consultation with the Human Resources Director and approval by the City Manager.

#### 5.1 Same Classification.

Transfers to a new position within the same classification as the employee's current position may result in no change to the employee's salary; however, consideration should be given for directly relevant experience the new employee brings to the position; however, the salary offered must be within the established range for the position and funding for the position appropriately budgeted.

#### 5.2 Higher Classification.

a. If the employee's new position is in a classification higher than the classification of the employee's previous position and the position was competitively filled, the transfer is a promotion in accordance with the section of this Policy addressing Promotions.

#### b. Reassignment through a non-competitive process of an exempt employee

(1) If the employee's salary is below the minimum of the range set for the new position, the employee's salary will be adjusted to the minimum of the range with the consideration for experience the employee brings to the position.

(2) If the employee's salary is within range, the employee's salary may remain the same; however, consideration should be given for directly relevant experience the employee brings to the position.

(3) The salary must be within the established range for the position and funding for the position must be appropriately budgeted.

c. Reassignment through a non-competitive process of an employee in a step plan the employee will retain the same salary and move to the step with the closest salary within the position classification. On July 1<sup>st</sup> of the next fiscal year, the employee will move to the next step and either maintain the current salary with any COLA budgeted for that year or the new step salary, whichever is greater. This process will continue until the employee's salary is consistent with the salary for the step on the new fiscal year or the employee advances out of the step plan.

~~Reassignment through a non-competitive process of an exempt employee to a new position will result in no increase provided the employee's current salary is within the range set for the new position. If the employee's salary is below the minimum of the range set for the new position, the employee's salary will be adjusted to the minimum of the range. Employees in a step plan who are reassigned by a non-competitive process will retain the same salary, move to the closest step with the classification, and adjust to the next salary set for the next step as of the following July 1st.~~

### 5.3 Lower Classification.

#### a. Voluntary Transfers.

An employee voluntarily transferring to a new position that is classified lower than the classification of the employee's previous position will receive a salary equal to:

1. for non-exempt employee in a Step Program, the same step in the classification for the new position.
2. for an exempt employee or a non-exempt employee in an open range, the minimum of the open range.
3. Exceptions may be made upon approval of the City Manager, in which case the Department Director will provide written justification for the exception for placement in the employee's file; however, an employee may not receive a salary that is greater than the maximum of the salary range for the position.

#### b. Reassignments and Classification Adjustment.

If the employee's new position is in a classification lower than the classification of the employee's previous position and the transfer is a reassignment the employee's position is reclassified, the employee's salary will be:

1. for a non-exempt employee in a Step Program, the step in the classification for the new position that most closely (calculated using two decimal points by rounding half up) corresponds to the employee's current salary without reducing the employee's salary.
2. for an exempt employee or a non-exempt employee in an open range, the same as the employee's current salary not to exceed the maximum of the range.
3. for employees reassigned to a position in a classification that has a maximum salary less than the employee's current salary, City Manager approval is required.

#### b. Changing Step Plans.

- c. If the employee's new position is in a step plan different than the employee's previous step plan, the employee's salary will be equal to the step closest to the employee's current salary without reduction. Compensation for employee's moving from the Public Safety Step Plan to the General Fund Step Plan will follow this Policy. Compensation for employee's moving from the General Fund Step Plan to the Public Safety Step Plan will follow Policy 5003.5.

- d. Hard-to-Fill Positions.

For employees transferring to a position designated as a Hard-to-Fill position, the employee's salary may be set in accordance with the Salary Upon Hiring for such positions as set forth in this Policy.

## **6. Salary Upon Demotion**

Demotions occur for disciplinary reasons or because the employees failed to demonstrate the knowledge, skills, and ability to perform adequately in the current position, and the Department Director believes the employee may perform sufficiently in another position in a lower classification. Moving to a lower classification may be required for an ADA accommodation.

- 6.1 Employees are subject to demotion for certain conduct coupled with an inability or failure to perform the duties and responsibilities of a position for disciplinary reasons. Demotions for disciplinary reasons may only be assigned to a position that is vacant. Disciplinary demotions will be made in accordance with Section 3002, *Employee Handbook*.
- 6.2 Upon a demotion other than a disciplinary demotion, an employee's salary will be adjusted to the minimum of the position into which the employee is placed.

## **7. Salary Supplements**

A salary supplement compensates an employee holding certifications or possessing and performing a skill or function that cannot be performed by other employees holding the same position.

- 7.1 Establishment.

Salary supplements are recommended by the Department Director and are set annually with the budget authorization. The Department Director will provide a list of salary supplements utilized with the Department each year to the Finance Director and the Human Resources Director. Salary supplements for the same skill or function will be consistent through the City.

- 7.2 Compensation.

A salary supplement is part of the employee's compensation for all wage-related purposes (*e.g.*, overtime, Social Security withholding, pension, retirement, disability, or workers' compensation benefits).

### 7.3 Termination of Supplement

- a. A salary supplement will terminate when the employees ceases to perform, either voluntarily or at the decision of the Department Director, the skill or function for which the supplement is paid.
- b. Salary supplements based on an employee holding a certification or license will terminate if the employee fails to maintain the certification or license. An employee receiving a salary supplement for a certification or license must immediately notify the Department Director upon losing the certification or license.
- c. Failure to notify the Department Director of loss of certification or licensure will result in employee discipline and require repayment of the salary supplement paid from the date the notification should have been provided.
- d. Termination of a salary supplement is not a demotion or an adverse employment decision unless associated with the assessment of discipline.
- e. A salary supplement is not a promotion regardless of the process used to identify employees receiving a salary supplement. A salary supplement is not considered a promotion for personnel administration purposes {e.g., drug and alcohol testing, probationary year, or quarterly evaluations}.

## 8. Interim Assignments

Employees are responsible for all duties assigned to them by their supervisor whether those duties are specifically listed in their job description or not. An employee may be assigned temporarily to fulfill the duties of another position, in which case the assignment may qualify for interim assignment pay as determined by the Executive Director consistent with this Policy.

### 8.1 Assignment.

- a. An assignment qualifies for interim assignment pay if the assigned employee is required to fulfill the duties of another position that has been vacant after at least 60 days of recruiting or if the employee holding the position is on an extended leave of absence of at least 60 days.
- b. An assignment is eligible for interim assignment pay if an employee is given a temporary assignment for more than 60 days. Interim pay will begin on or after the position has been vacant for 60 days and the employee has held the position for 60 days, whichever is greater. Interim pay will not be split among more than one employee.
- c. An assignment may be terminated for any reason including the employee's failure to perform the additional job duties to the satisfaction of the Department Director. An assignment may not, however, be terminated merely to prevent an employee from qualifying for interim assignment pay.

- d. Any assignment which is expected to be for more than six months within one fiscal year must be approved by the City Manager upon written explanation and recommendation of the Executive Director of that department.

#### 8.2 Interim Assignment Pay.

- a. An employee on a temporary assignment will receive a salary equal to 105% of the employee's current salary during the period of the interim assignment regardless of the maximum range for the position.
- b. The Department Director will notify the Finance Director and Human Resources Director of the temporary assignment of an employee and the date the temporary assignment ends.
- c. Any interim pay received by an employee will not be considered as part of the employee's salary in calculating compensation under the City's pension plan or for the purpose of contributions to the City's Defined Contribution Plan.
- d. An assignment does not alter the employees exempt or non-exempt classification according to the Federal Fair labor Standards Act.

### 9. **Reclassification of Positions**

9.1 Reclassification of a position occurs when it is determined, based on market data and the benefit to the organization, that a position should be placed within a different classification, either higher or lower. No reclassifications will occur within 90 days of the new budget year.

9.2 An employee holding a position that is reclassified will be adjusted as follows:

- a. The salary of an employee that is below the minimum salary established for the reclassified position will be adjusted to the minimum.
- b. The salary of employees in a Step Program will be adjusted to the same step that the employee held in the previous classification.
- c. The salary of an employee in open range that falls within the range of the position after reclassification will remain unchanged.
- d. The salary of employees at the maximum of the range of the previous classification will be increased by the lesser of (i) the annual increase authority for the classification by Council during the budget process, (ii) the employee's current salary multiplied by 103%, or (iii) the top of the range for the reclassified position.

9.3 Reclassification requests may be initiated by the Human Resources Department or a Department Director. A Department Director that manages positions affected by the reclassification will coordinate the request with the Human Resources Director and provide a written report that incorporates market data and analysis justifying the reclassification and the organizational benefit of the reclassification. All reclassifications are subject to budget authorization.

**HISTORY:**

**Supersedes:** 5003, Compensation and Classification, dated: 11/10/2016

**Annuls:** 1035, Interim Pay and Vacant Positions, dated 8/27/2015

5004, Job and Shift Assignments, Promotions and Transfers, dated 7/18/2001

5009, Classification and Reclassification, dated 8/27/2015

**Modified:** 12/17/2009; 08/27/2015; 11/10/2016; 10/18/2018; 8/8/2019

# COUNCIL COMMUNICATION

**Meeting Date: 7/29/2021**

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**Item Title:** Contract for Wide Area Network Managed Services

**Department:** Information Technology

**Presented by:** Bill Terry, Public Safety IT Manager

**Requested Council Action:**

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

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**Summary**

Contract with Comcast Business for wide area network (WAN) managed services to replace the existing I-Net connecting City facilities.

**Staff Recommendation**

Approval of the contract with Comcast Business for WAN managed services pending final Legal review.

**Background Information**

The existing I-Net providing internet connectivity to City facilities was placed in operation approximately 16 years ago. This service was provided as part of the franchise agreement between the City and the cable provider. Changes to state and federal law allows Comcast to remove the service as an set off for a franchise agreement and charge for the service.

After a competitive process, it was determined that Comcast Business will provide WAN managed services at the lowest expense to the city. The term of the contract will be sixty months.

**Council Priorities Served**

*Responsible Budgeting*

A critical requirement for City operations is a strong internet connection. Bidding these services to secure the best price for the best service is a important part of the budgeting process.

**Fiscal Impact**

The annual expenses for this contract, \$229,878, is funded by the FY22 operating budget.

**Attachments**

Contract with Comcast Business

**FIRST AMENDMENT**  
**to**  
**Comcast Enterprise Services Master Services Agreement No. TN-391315-bklinger**

**This First Amendment** (“Amendment”) is concurrently entered into on July 20, 2021 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. TN-391315-bklinger (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of Murfreesboro (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas**, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 6.2 of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Customer’s Indemnification Obligations. To the extent not prohibited by Tennessee law, Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer’s and its users’ use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer’s combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.”

2. Article 10.5 of the Comcast Enterprise Services Product-Specific Attachment for Ethernet Trunk Services (“Trunk PSA”) is hereby modified to read as follows:

“LIMITATION OF LIABILITY AND INDEMNIFICATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. TO THE EXTENT NOT PROHIBITED BY TENNESSEE LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.”

3. Article 10.11 of the Comcast Enterprise Services Product-Specific Attachment for Business VoiceEdge Service (“BVE PSA”) is hereby modified to read as follows:

“LIMITATION OF LIABILITY AND INDEMNIFICATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMCAST NOR ITS ASSOCIATED PARTIES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. TO THE EXTENT NOT PROHIBITED BY TENNESSEE LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY,

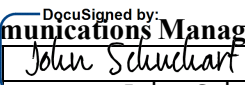
Amendment No. TN-391315-bklinger/A1

AND HOLD HARMLESS COMCAST AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911.”

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

Approved as to form:  
**City of Murfreesboro**

**Comcast Cable Communications Management, LLC**

Signature:		Signature:	
Printed Name:	Adam F Tucker / Shane McFarland	Printed Name:	John Schuchart
Title:	City Attorney / Mayor	Title:	Vice President Comcast Business
Date:		Date:	7/21/2021

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## COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: TN-391315-bklinger	MSA Term: 60 months	Customer Name: City of Murfreesboro
<b>CUSTOMER INFORMATION</b>		
Primary Contact: Adam Tucker	<u>Primary Contact Address Information</u>	
Title: City Attorney	Address 1: 111 W. Vine St.	
Phone: (615) 849-2616	Address 2:	
Cell:	City: Murfreesboro	
Fax:	State: TN	
Email: atucker@murfreesborotn.gov	Zip Code: 37130	

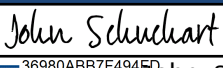
This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page, (2) General Terms and Conditions, (3) PSA(s) and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

<b>CUSTOMER SIGNATURE (by authorized representative)</b>	
Signature: Approved as to form:	
Name: Adam F. Tucker	Shane McFarland
Title: City Attorney	Mayor
Date:	
<b>COMCAST USE ONLY (by authorized representative)</b>	
Signature:  <small>36980ABB7F494FD</small>	Sales Rep: Dustin Gault
Name: John Schuchart	Sales Rep Email: dustin_gault@comcast.com
Title: Vice President Comcast Business	Region: Big South
Date: 7/21/2021	Division: Central

**COMCAST ENTERPRISE SERVICES  
GENERAL TERMS AND CONDITIONS  
("General Terms and Conditions")**

**ARTICLE 1. DEFINITIONS**

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

**Affiliate:** With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

**Agreement:** Collectively, these General Terms and Conditions, the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

**Comcast:** The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

**Comcast Equipment:** Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

**Confidential Information:** All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

**Customer:** The entity named on the Enterprise Services Master Service Agreement Cover Page.

**Customer-Provided Equipment:** All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

**Network:** The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to

provide the Services, including any such equipment not located on or at the Service Location(s).

**Product Specific Attachment(s) or PSA(s):** The additional terms and conditions applicable to each of the Services.

**Sales Order:** An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Each Statement of Work shall be considered a Sales Order.

**Service(s):** Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

**Service Commencement Date:** With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**Service Location(s):** The Customer location(s) where Comcast provides the Services.

**Service Term:** As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

**Statement of Work (SOW):** The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

**Termination Charges:** Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

**Website:** The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

**ARTICLE 2. DELIVERY OF SERVICE**

**2.1 Orders.** To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast, at which time it will become binding, subject to an engineering review. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering

review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return ("IRR") for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Sales Order or SOW upon ten (10) days' notice to Customer, without penalty.

**2.2 Access.** To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

**2.3 Hazardous Materials.** If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

**2.4 Equipment.**

**A. Comcast Equipment.** Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such

electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

**B. Customer-Provided Equipment.** Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment.

**2.5 Network; Intellectual Property; IP Addresses.**

**A.** The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

**B.** Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto (“Licensed Software”) are, in each case, owned by Comcast, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

**C.** The Agreement provides no right to use any party’s or its Affiliates’ trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

**2.6 License Grant.** If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast’s provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment.

## **ARTICLE 3. BILLING AND PAYMENT**

### **3.1 Charges; Changes to MRC; Taxes.**

**A.** Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

**B.** With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other services at any time. Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.2(B), Comcast may modify equipment charges upon notice to Customer.

**C.** Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

### **3.2 Payment Terms; Disputes.**

**A.** Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer’s first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer’s right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

**B.** If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety

(90) days following Customer's receipt of the applicable invoice.

**3.3 Credit Approval and Deposits.** Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

#### **ARTICLE 4. TERM & TERMINATION**

**4.1 Sales Order Term.** Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The MSA Term commences on the Effective Date and continues for the time set forth on the Master Services Agreement Cover Page.

**4.2 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

**4.3 Termination for Cause.** If either party breaches any material term of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s). Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

**4.4 Effect of Expiration/Termination of a Sales Order or SOW.** Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW does not

waive any other rights or remedies that it may have under this Agreement.

#### **ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

##### **5.1 Limitation of Liability.**

**A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.**

**B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.**

**C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO: (1) CONTENT OR DATA RECEIVED OR DISTRIBUTED BY CUSTOMER OR ITS USERS THROUGH THE SERVICES; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS, OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; (3) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER**

**HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.**

**D. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.**

**5.2 Disclaimer of Warranties. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

**5.3 Exclusive Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

## **ARTICLE 6. INDEMNIFICATION**

**6.1 Comcast's Indemnification Obligations.** Subject to Sections 5.1(B), 5.1(C), and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all damages, liabilities,

losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

**6.2 Customer's Indemnification Obligations.** Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

**6.3 Indemnification Procedures.** To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

## **ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY**

**7.1 Disclosure and Use.** All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required

by law), shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

**7.2     Publicity.** Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party.

**7.3     Remedies.** Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

## **ARTICLE 8. PROHIBITED USES; COMCAST POLICIES**

**8.1     Prohibited Uses; Comcast Policies.** Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy ("AUP") available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including,

without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section 4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

**8.2     Privacy Policy.** Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

## **ARTICLE 9. MISCELLANEOUS TERMS**

**9.1     Force Majeure.** Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

**9.2     Assignment or Transfer.** Customer shall not assign any right, obligation, or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

**9.3     Notices.** Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal\_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

#### **9.4 Amendments; Changes to the Agreement.**

A. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify these General Terms and Conditions and the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time (“Revisions”) by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer’s use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions’ impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer’s sole and exclusive remedy for any Revisions. Terms or conditions contained in any Customer purchase order, or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect.

B. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement’s execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

**9.5 Tariffs.** Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may

terminate the applicable Sales Order upon a minimum thirty (30) days’ prior written notice to the other party, without further liability.

**9.6 Entire Understanding; Construction; Survival; Headings; No Waiver.** The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

**9.7 Choice of Law; Compliance with Laws.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**9.8 No Third-Party Beneficiaries; Independent Contractors.** Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.

**CUSTOMER INFORMATION (for notices)**

**Primary Contact:** Matt Byrnes  
**Title:**  
**Address 1:** 111 W Vine St.  
**Address 2:**

City: Murfreesboro  
State: TN  
Zip: 37130

**Phone:**(615) 893-5210  
**Cell:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:**mbyrnes@murfreesboro tn.gov

**Contract Generated Date:**07/13/2021

## SUMMARY OF CHARGES (Details on following pages)

**Service Term (Months):** 60

### SUMMARY OF SERVICE CHARGES\*

## SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Monthly Recurring Charges:	\$ 19,156.50
Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Total Off-Net Monthly Recurring Charges:	\$ 0.00
<b>Total Monthly Recurring Charges (all Services):</b>	<b>\$ 19,156.50</b>

Total Ethernet Standard Installation Fees*:	\$ 0.00
Total Trunk Services Standard Installation Fees:	\$ 0.00
Total Off-Net Standard Installation Fees:	\$ 0.00
<b>Total Standard Installation Fees (all Services):</b>	<b>\$ 0.00</b>

### SUMMARY OF CUSTOM INSTALLATION FEES

<b>Total Custom Installation Fee:</b>	<b>\$ 0.00</b>
Amortized Custom Installation Fee	\$ 0.00

## SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees:	\$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees:	\$ 0.00
<b>Total Monthly Recurring Equipment Fees (all Services):</b>	<b>\$ 0.00</b>

\*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

## GENERAL COMMENTS

## AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

## E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state “The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations.” To facilitate Customer’s compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
  - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
  - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer’s premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller’s location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer’s responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

Approved as to form:

- DocuSigned by:

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:		Signature: <i>John Schuchart</i>	Sales Rep: Dustin Gault
Name: Adam F. Tucker Shane McFarland		Name: <i>John Schuchart</i>	Sales Rep E-Mail: <i>dustin_gault@comcast.com</i>
Title: City Attorney Mayor		Title: Vice President Comcast Business	Division: Big South
Date:		Date: <i>7/21/2021</i>	Division: Central



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## ETHERNET SERVICES AND PRICING

**Account Name:** City of Murfreesboro

**Date:** July 13, 2021

**MSA ID#:** TN-391315-bklinger

**SO ID#:** TN-391315-bklinger-15147591

**Short Description of Service:**

**Service Term (Months):**


### Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	ENI10GIG	Port	1004 N HIGHLAND AVE-City of Murfreesboro 1004 N HIGHLAND AVE		Middle Tennessee			\$ 270.00	\$ 0.00
2	New	Add	ENS-BASIC-10000	10000 Mbps	1004 N HIGHLAND AVE-City of Murfreesboro 1004 N HIGHLAND AVE			See Matrix	Interstate	\$ 1,876.50	\$ 0.00
3	New	Add	EQP FEE	Equipment Fee	1004 N HIGHLAND AVE-City of Murfreesboro 1004 N HIGHLAND AVE					\$ 0.00	\$ 0.00
4	New	Add	ENI10GIG	Port	111 W VINE ST-City of Murfreesboro 111 W VINE ST					\$ 270.00	\$ 0.00
5	New	Add	ENS-BASIC-5000	5000 Mbps	111 W VINE ST-City of Murfreesboro 111 W VINE ST			See Matrix	Interstate	\$ 639.90	\$ 0.00
6	New	Add	EQP FEE	Equipment Fee	111 W VINE ST-City of Murfreesboro 111 W VINE ST					\$ 0.00	\$ 0.00
7	New	Add	ENIGIGE	Port	1130 JONES BLVD-City of Murfreesboro 1130 JONES BLVD					\$ 87.75	\$ 0.00
8	New	Add	ENS-BASIC-200	200 Mbps	1130 JONES BLVD-City of Murfreesboro 1130 JONES BLVD			See Matrix	Interstate	\$ 174.15	\$ 0.00
9	New	Add	EQP FEE	Equipment Fee	1130 JONES BLVD-City of Murfreesboro 1130 JONES BLVD					\$ 0.00	\$ 0.00
10	New	Add	ENIGIGE	Port	1205 WALTER HALE CT-City of Murfreesboro 1205 WALTER HALE CT					\$ 87.75	\$ 0.00
11	New	Add	ENS-BASIC-200	200 Mbps	1205 WALTER HALE CT-City of Murfreesboro 1205 WALTER HALE CT			See Matrix	Interstate	\$ 174.15	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
12	New	Add	EQP FEE	Equipment Fee	1205 WALTER HALE CT-City of Murfreesboro					\$ 0.00	\$ 0.00
13	New	Add	ENIGIGE	Port	1220 W COLLEGE ST-City of Murfreesboro					\$ 87.75	\$ 0.00
14	New	Add	ENS-BASIC-200	200 Mbps	1220 W COLLEGE ST-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
15	New	Add	EQP FEE	Equipment Fee	1220 W COLLEGE ST-City of Murfreesboro					\$ 0.00	\$ 0.00
16	New	Add	ENIGIGE	Port	1321 MEDICAL CENTER PKWY-City of Murfreesboro		Middle Tennessee			\$ 87.75	\$ 0.00
17	New	Add	ENS-BASIC-200	200 Mbps	1321 MEDICAL CENTER PKWY-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
18	New	Add	EQP FEE	Equipment Fee	1321 MEDICAL CENTER PKWY-City of Murfreesboro					\$ 0.00	\$ 0.00
19	New	Add	ENIGIGE	Port	136 DEJARNETTE LN-City of Murfreesboro					\$ 87.75	\$ 0.00
20	New	Add	ENS-BASIC-200	200 Mbps	136 DEJARNETTE LN-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
21	New	Add	EQP FEE	Equipment Fee	136 DEJARNETTE LN-City of Murfreesboro					\$ 0.00	\$ 0.00
22	New	Add	ENIGIGE	Port	1397 JONES BLVD-City of Murfreesboro					\$ 87.75	\$ 0.00
23	New	Add	ENS-BASIC-200	200 Mbps	1397 JONES BLVD-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
24	New	Add	EQP FEE	Equipment Fee	1397 JONES BLVD-City of Murfreesboro					\$ 0.00	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
25	New	Add	ENIGIGE	Port	1406 CENTRAL VALLEY RD- City of Murfreesboro 1406 CENTRAL VALLEY RD		Middle Tennessee			\$ 87.75	\$ 0.00
26	New	Add	ENIGIGE	Port	1406 CENTRAL VALLEY RD- City of Murfreesboro 1406 CENTRAL VALLEY RD		Middle Tennessee			\$ 87.75	\$ 0.00
27	New	Add	ENS-BASIC-200	200 Mbps	1406 CENTRAL VALLEY RD- City of Murfreesboro 1406 CENTRAL VALLEY RD			See Matrix	Interstate	\$ 174.15	\$ 0.00
28	New	Add	ENS-BASIC-200	200 Mbps	1406 CENTRAL VALLEY RD- City of Murfreesboro 1406 CENTRAL VALLEY RD			See Matrix	Interstate	\$ 174.15	\$ 0.00
29	New	Add	EQP FEE	Equipment Fee	1406 CENTRAL VALLEY RD- City of Murfreesboro 1406 CENTRAL VALLEY RD					\$ 0.00	\$ 0.00
30	New	Add	ENIGIGE	Port	1526 W COLLEGE ST- City of Murfreesboro 1526 W COLLEGE ST		Middle Tennessee			\$ 87.75	\$ 0.00
31	New	Add	ENS-BASIC-200	200 Mbps	1526 W COLLEGE ST- City of Murfreesboro 1526 W COLLEGE ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
32	New	Add	EQP FEE	Equipment Fee	1526 W COLLEGE ST- City of Murfreesboro 1526 W COLLEGE ST					\$ 0.00	\$ 0.00
33	New	Add	ENIGIGE	Port	1930 MEMORIAL BLVD-OFC 2- City of Murfreesboro 1930 MEMORIAL BLVD		Middle Tennessee			\$ 87.75	\$ 0.00
34	New	Add	ENS-BASIC-200	200 Mbps	1930 MEMORIAL BLVD-OFC 2- City of Murfreesboro 1930 MEMORIAL BLVD			See Matrix	Interstate	\$ 174.15	\$ 0.00
35	New	Add	EQP FEE	Equipment Fee	1930 MEMORIAL BLVD-OFC 2- City of Murfreesboro 1930 MEMORIAL BLVD					\$ 0.00	\$ 0.00
36	New	Add	ENIGIGE	Port	2003 STONEY MEADOW DR- City of Murfreesboro 2003 STONEY MEADOW DR					\$ 87.75	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
37	New	Add	ENS-BASIC-200	200 Mbps	2003 STONEY MEADOW DR-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
38	New	Add	EQP FEE	Equipment Fee	2003 STONEY MEADOW DR-City of Murfreesboro					\$ 0.00	\$ 0.00
39	New	Add	ENIGIGE	Port	2015 DORA RUCKER RD-City of Murfreesboro					\$ 87.75	\$ 0.00
40	New	Add	ENS-BASIC-200	200 Mbps	2015 DORA RUCKER RD-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
41	New	Add	EQP FEE	Equipment Fee	2015 DORA RUCKER RD-City of Murfreesboro					\$ 0.00	\$ 0.00
42	New	Add	ENIGIGE	Port	2018 GOLF LANE-City of Murfreesboro					\$ 87.75	\$ 0.00
43	New	Add	ENS-BASIC-200	200 Mbps	2018 GOLF LANE-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
44	New	Add	EQP FEE	Equipment Fee	2018 GOLF LANE-City of Murfreesboro					\$ 0.00	\$ 0.00
45	New	Add	ENIGIGE	Port	2563 VETERANS PKWY-City of Murfreesboro					\$ 87.75	\$ 0.00
46	New	Add	ENS-BASIC-200	200 Mbps	2563 VETERANS PKWY-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
47	New	Add	EQP FEE	Equipment Fee	2563 VETERANS PKWY-City of Murfreesboro					\$ 0.00	\$ 0.00
48	New	Add	ENIGIGE	Port	3016 FLORENCE RD-City of Murfreesboro		Middle Tennessee			\$ 87.75	\$ 0.00
49	New	Add	ENS-BASIC-200	200 Mbps	3016 FLORENCE RD-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
50	New	Add	EQP FEE	Equipment Fee	3016 FLORENCE RD-City of Murfreesboro 3016 FLORENCE RD					\$ 0.00	\$ 0.00
51	New	Add	ENIGIGE	Port	317 JANUARY ST-City of Murfreesboro 317 JANUARY ST					\$ 87.75	\$ 0.00
52	New	Add	ENS-BASIC-200	200 Mbps	317 JANUARY ST-City of Murfreesboro 317 JANUARY ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
53	New	Add	EQP FEE	Equipment Fee	317 JANUARY ST-City of Murfreesboro 317 JANUARY ST					\$ 0.00	\$ 0.00
54	New	Add	ENIGIGE	Port	3481 HALLS HILL PIKE-City of Murfreesboro 3481 HALLS HILL PIKE					\$ 87.75	\$ 0.00
55	New	Add	ENS-BASIC-200	200 Mbps	3481 HALLS HILL PIKE-City of Murfreesboro 3481 HALLS HILL PIKE			See Matrix	Interstate	\$ 174.15	\$ 0.00
56	New	Add	EQP FEE	Equipment Fee	3481 HALLS HILL PIKE-City of Murfreesboro 3481 HALLS HILL PIKE					\$ 0.00	\$ 0.00
57	New	Add	ENIGIGE	Port	3574 LEANNA RD-City of Murfreesboro 3574 LEANNA RD		Middle Tennessee			\$ 87.75	\$ 0.00
58	New	Add	ENS-BASIC-200	200 Mbps	3574 LEANNA RD-City of Murfreesboro 3574 LEANNA RD			See Matrix	Interstate	\$ 174.15	\$ 0.00
59	New	Add	EQP FEE	Equipment Fee	3574 LEANNA RD-City of Murfreesboro 3574 LEANNA RD					\$ 0.00	\$ 0.00
60	New	Add	ENIGIGE	Port	3850 SHELBYVILLE HWY-City of Murfreesboro 3850 SHELBYVILLE HWY					\$ 87.75	\$ 0.00
61	New	Add	ENS-BASIC-200	200 Mbps	3850 SHELBYVILLE HWY-City of Murfreesboro 3850 SHELBYVILLE HWY			See Matrix	Interstate	\$ 174.15	\$ 0.00
62	New	Add	EQP FEE	Equipment Fee	3850 SHELBYVILLE HWY-City of Murfreesboro 3850 SHELBYVILLE HWY					\$ 0.00	\$ 0.00
63	New	Add	ENIGIGE	Port	3877 OLD NASHVILLE HWY-City of Murfreesboro 3877 OLD NASHVILLE HWY					\$ 87.75	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
64	New	Add	ENS-BASIC-200	200 Mbps	3877 OLD NASHVILLE HWY-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
65	New	Add	EQP FEE	Equipment Fee	3877 OLD NASHVILLE HWY-City of Murfreesboro					\$ 0.00	\$ 0.00
66	New	Add	ENIGIGE	Port	3918 BLAZE DR-City of Murfreesboro					\$ 87.75	\$ 0.00
67	New	Add	ENS-BASIC-200	200 Mbps	3918 BLAZE DR-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
68	New	Add	EQP FEE	Equipment Fee	3918 BLAZE DR-City of Murfreesboro					\$ 0.00	\$ 0.00
69	New	Add	ENIGIGE	Port	3924 BLAZE DR-City of Murfreesboro					\$ 87.75	\$ 0.00
70	New	Add	ENS-BASIC-200	200 Mbps	3924 BLAZE DR-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
71	New	Add	EQP FEE	Equipment Fee	3924 BLAZE DR-City of Murfreesboro					\$ 0.00	\$ 0.00
72	New	Add	ENIGIGE	Port	401 VOLUNTEER RD-City of Murfreesboro		Middle Tennessee			\$ 87.75	\$ 0.00
73	New	Add	ENS-BASIC-200	200 Mbps	401 VOLUNTEER RD-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
74	New	Add	EQP FEE	Equipment Fee	401 VOLUNTEER RD-City of Murfreesboro					\$ 0.00	\$ 0.00
75	New	Add	ENIGIGE	Port	405 MILL ST-City of Murfreesboro					\$ 87.75	\$ 0.00
76	New	Add	ENS-BASIC-200	200 Mbps	405 MILL ST-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
77	New	Add	EQP FEE	Equipment Fee	405 MILL ST-City of Murfreesboro					\$ 0.00	\$ 0.00
78	New	Add	ENIGIGE	Port	4656 NW BROAD ST-City of Murfreesboro					\$ 87.75	\$ 0.00
79	New	Add	ENS-BASIC-200	200 Mbps	4656 NW BROAD ST-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
					4656 NW BROAD ST						
80	New	Add	EQP FEE	Equipment Fee	4656 NW BROAD ST-City of Murfreesboro 4656 NW BROAD ST					\$ 0.00	\$ 0.00
81	New	Add	ENIGIGE	Port	4753 FLORENCE RD-City of Murfreesboro 4753 FLORENCE RD					\$ 87.75	\$ 0.00
82	New	Add	ENS-BASIC-200	200 Mbps	4753 FLORENCE RD-City of Murfreesboro 4753 FLORENCE RD			See Matrix	Interstate	\$ 174.15	\$ 0.00
83	New	Add	EQP FEE	Equipment Fee	4753 FLORENCE RD-City of Murfreesboro 4753 FLORENCE RD					\$ 0.00	\$ 0.00
84	New	Add	ENIGIGE	Port	4837 CENTRAL VALLEY RD-City of Murfreesboro 4837 CENTRAL VALLEY RD		Middle Tennessee			\$ 87.75	\$ 0.00
85	New	Add	ENS-BASIC-200	200 Mbps	4837 CENTRAL VALLEY RD-City of Murfreesboro 4837 CENTRAL VALLEY RD			See Matrix	Interstate	\$ 174.15	\$ 0.00
86	New	Add	EQP FEE	Equipment Fee	4837 CENTRAL VALLEY RD-City of Murfreesboro 4837 CENTRAL VALLEY RD					\$ 0.00	\$ 0.00
87	New	Add	ENIGIGE	Port	515 CHERRY LN-STE C-City of Murfreesboro 515 CHERRY LN		Middle Tennessee			\$ 87.75	\$ 0.00
88	New	Add	ENS-BASIC-200	200 Mbps	515 CHERRY LN-STE C-City of Murfreesboro 515 CHERRY LN			See Matrix	Interstate	\$ 174.15	\$ 0.00
89	New	Add	EQP FEE	Equipment Fee	515 CHERRY LN-STE C-City of Murfreesboro 515 CHERRY LN					\$ 0.00	\$ 0.00
90	New	Add	ENIGIGE	Port	520 E CASTLE ST-City of Murfreesboro 520 E CASTLE ST					\$ 87.75	\$ 0.00
91	New	Add	ENS-BASIC-200	200 Mbps	520 E CASTLE ST-City of Murfreesboro 520 E CASTLE ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
92	New	Add	EQP FEE	Equipment Fee	520 E CASTLE ST-City of Murfreesboro 520 E CASTLE ST					\$ 0.00	\$ 0.00
93	New	Add	ENIGIGE	Port	5528 SAM JARED DRIVE-City of Murfreesboro 5528 SAM					\$ 87.75	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
					JARED DRIVE						
94	New	Add	ENS-BASIC-200	200 Mbps	5528 SAM JARED DRIVE-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
95	New	Add	EQP FEE	Equipment Fee	5528 SAM JARED DRIVE-City of Murfreesboro					\$ 0.00	\$ 0.00
96	New	Add	ENIGIGE	Port	5528 SAM JARED DRIVE						
96	New	Add	ENIGIGE	Port	620 W MAIN ST-OFC 2-City of Murfreesboro					\$ 87.75	\$ 0.00
97	New	Add	ENS-BASIC-200	200 Mbps	620 W MAIN ST-OFC 2-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
98	New	Add	EQP FEE	Equipment Fee	620 W MAIN ST-OFC 2-City of Murfreesboro					\$ 0.00	\$ 0.00
99	New	Add	ENIGIGE	Port	620 W MAIN ST						
99	New	Add	ENIGIGE	Port	630 W MAIN ST-City of Murfreesboro		Middle Tennessee			\$ 87.75	\$ 0.00
100	New	Add	ENS-BASIC-200	200 Mbps	630 W MAIN ST-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
101	New	Add	EQP FEE	Equipment Fee	630 W MAIN ST-City of Murfreesboro					\$ 0.00	\$ 0.00
102	New	Add	ENIGIGE	Port	630 W MAIN ST						
102	New	Add	ENIGIGE	Port	701 JANUARY STREET-City of Murfreesboro					\$ 87.75	\$ 0.00
103	New	Add	ENS-BASIC-200	200 Mbps	701 JANUARY STREET-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
104	New	Add	EQP FEE	Equipment Fee	701 JANUARY STREET-City of Murfreesboro					\$ 0.00	\$ 0.00
105	New	Add	ENIGIGE	Port	701 JANUARY STREET						
105	New	Add	ENIGIGE	Port	711 JOE B JACKSON PKWY-City of Murfreesboro		Middle Tennessee			\$ 87.75	\$ 0.00
106	New	Add	ENS-BASIC-200	200 Mbps	711 JOE B JACKSON PKWY-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
107	New	Add	EQP FEE	Equipment Fee	711 JOE B JACKSON PKWY-City of Murfreesboro					\$ 0.00	\$ 0.00
108	New	Add	ENIGIGE	Port	711 JOE B JACKSON PKWY						
108	New	Add	ENIGIGE	Port	760 COUNTY FARM RD-City of Murfreesboro					\$ 87.75	\$ 0.00
108	New	Add	ENIGIGE	Port	760 COUNTY						

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
					FARM RD						
109	New	Add	ENS-BASIC-200	200 Mbps	760 COUNTY FARM RD-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
110	New	Add	EQP FEE	Equipment Fee	760 COUNTY FARM RD-City of Murfreesboro					\$ 0.00	\$ 0.00
111	New	Add	ENIGIGE	Port	925 GOLF LN-City of Murfreesboro		Middle Tennessee			\$ 87.75	\$ 0.00
112	New	Add	ENS-BASIC-200	200 Mbps	925 GOLF LN-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
113	New	Add	EQP FEE	Equipment Fee	925 GOLF LN-City of Murfreesboro					\$ 0.00	\$ 0.00
114	New	Add	ENIGIGE	Port	940 NEW SALEM HWY-FL 1-City of Murfreesboro		Middle Tennessee			\$ 87.75	\$ 0.00
115	New	Add	ENS-BASIC-200	200 Mbps	940 NEW SALEM HWY-FL 1-City of Murfreesboro			See Matrix	Interstate	\$ 174.15	\$ 0.00
116	New	Add	EQP FEE	Equipment Fee	940 NEW SALEM HWY-FL 1-City of Murfreesboro					\$ 0.00	\$ 0.00
117	New	Add	ENI10GIG	Port	Admin 300 NW BROAD ST		Middle Tennessee			\$ 270.00	\$ 0.00
118	New	Add	ENS-BASIC-5000	5000 Mbps	Admin 300 NW BROAD ST			See Matrix	Interstate	\$ 639.90	\$ 0.00
119	New	Add	EQP FEE	Equipment Fee	Admin 300 NW BROAD ST					\$ 0.00	\$ 0.00
120	New	Add	ENIGIGE	Port	Barfield Park 697 VETERANS PKWY					\$ 87.75	\$ 0.00
121	New	Add	ENS-BASIC-200	200 Mbps	Barfield Park 697 VETERANS PKWY			See Matrix	Interstate	\$ 174.15	\$ 0.00
122	New	Add	EQP FEE	Equipment Fee	Barfield Park 697 VETERANS PKWY					\$ 0.00	\$ 0.00
123	New	Add	ENIGIGE	Port	Bradley 415 S ACADEMY ST		Middle Tennessee			\$ 87.75	\$ 0.00
124	New	Add	ENS-BASIC-200	200 Mbps	Bradley 415 S ACADEMY ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
125	New	Add	EQP FEE	Equipment Fee	Bradley 415 S ACADEMY ST					\$ 0.00	\$ 0.00
126	New	Add	ENIGIGE	Port	Cannonsburgh 312 S FRONT ST					\$ 87.75	\$ 0.00
127	New	Add	ENS-BASIC-200	200 Mbps	Cannonsburgh 312 S FRONT ST			See Matrix	Interstate	\$ 174.15	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
128	New	Add	EQP FEE	Equipment Fee	Cannonsburgh 312 S FRONT ST					\$ 0.00	\$ 0.00
129	New	Add	ENIGIGE	Port	Community Development 211 BRIDGE AVE					\$ 87.75	\$ 0.00
130	New	Add	ENS-BASIC-200	200 Mbps	Community Development 211 BRIDGE AVE			See Matrix	Interstate	\$ 174.15	\$ 0.00
131	New	Add	EQP FEE	Equipment Fee	Community Development 211 BRIDGE AVE					\$ 0.00	\$ 0.00
132	New	Add	ENIGIGE	Port	Fire Admin 220 NW BROAD ST		Middle Tennessee			\$ 87.75	\$ 0.00
133	New	Add	ENIGIGE	Port	Fire Admin 220 NW BROAD ST		Middle Tennessee			\$ 87.75	\$ 0.00
134	New	Add	ENS-BASIC-200	200 Mbps	Fire Admin 220 NW BROAD ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
135	New	Add	ENS-BASIC-200	200 Mbps	Fire Admin 220 NW BROAD ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
136	New	Add	EQP FEE	Equipment Fee	Fire Admin 220 NW BROAD ST					\$ 0.00	\$ 0.00
137	New	Add	ENIGIGE	Port	Fire Dept HQ 202 E VINE ST		Middle Tennessee			\$ 87.75	\$ 0.00
138	New	Add	ENS-BASIC-200	200 Mbps	Fire Dept HQ 202 E VINE ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
139	New	Add	EQP FEE	Equipment Fee	Fire Dept HQ 202 E VINE ST					\$ 0.00	\$ 0.00
140	New	Add	ENIGIGE	Port	Fire Rescue St 2 2880 RUNNYMEADE DR					\$ 87.75	\$ 0.00
141	New	Add	ENS-BASIC-200	200 Mbps	Fire Rescue St 2 2880 RUNNYMEADE DR			See Matrix	Interstate	\$ 174.15	\$ 0.00
142	New	Add	EQP FEE	Equipment Fee	Fire Rescue St 2 2880 RUNNYMEADE DR					\$ 0.00	\$ 0.00
143	New	Add	ENIGIGE	Port	Fire Rescue St 3 1511 MERCURY BLVD		Middle Tennessee			\$ 87.75	\$ 0.00
144	New	Add	ENS-BASIC-200	200 Mbps	Fire Rescue St 3 1511 MERCURY BLVD			See Matrix	Interstate	\$ 174.15	\$ 0.00
145	New	Add	EQP FEE	Equipment Fee	Fire Rescue St 3 1511 MERCURY BLVD					\$ 0.00	\$ 0.00
146	New	Add	ENIGIGE	Port	Fire Rescue St 6 2302 MEMORIAL BLVD					\$ 87.75	\$ 0.00
147	New	Add	ENS-BASIC-200	200 Mbps	Fire Rescue St 6 2302			See Matrix	Interstate	\$ 174.15	\$ 0.00

## Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
					MEMORIAL BLVD						
148	New	Add	EQP FEE	Equipment Fee	Fire Rescue St 6 2302 MEMORIAL BLVD					\$ 0.00	\$ 0.00
149	New	Add	ENIGIGE	Port	Fire Rescue St 7 2715 N THOMPSON LN		Middle Tennessee			\$ 87.75	\$ 0.00
150	New	Add	ENS-BASIC-200	200 Mbps	Fire Rescue St 7 2715 N THOMPSON LN			See Matrix	Interstate	\$ 174.15	\$ 0.00
151	New	Add	EQP FEE	Equipment Fee	Fire Rescue St 7 2715 N THOMPSON LN					\$ 0.00	\$ 0.00
152	New	Add	ENIGIGE	Port	Fire Rescue St 8 1730 E NORTHFIELD BLVD		Middle Tennessee			\$ 87.75	\$ 0.00
153	New	Add	ENS-BASIC-200	200 Mbps	Fire Rescue St 8 1730 E NORTHFIELD BLVD			See Matrix	Interstate	\$ 174.15	\$ 0.00
154	New	Add	EQP FEE	Equipment Fee	Fire Rescue St 8 1730 E NORTHFIELD BLVD					\$ 0.00	\$ 0.00
155	New	Add	ENIGIGE	Port	Fire Rescue St 9 802 CASON LN					\$ 87.75	\$ 0.00
156	New	Add	ENS-BASIC-200	200 Mbps	Fire Rescue St 9 802 CASON LN			See Matrix	Interstate	\$ 174.15	\$ 0.00
157	New	Add	EQP FEE	Equipment Fee	Fire Rescue St 9 802 CASON LN					\$ 0.00	\$ 0.00
158	New	Add	ENIGIGE	Port	Industrial Office 906 INDUSTRIAL DR		Middle Tennessee			\$ 87.75	\$ 0.00
159	New	Add	ENS-BASIC-200	200 Mbps	Industrial Office 906 INDUSTRIAL DR			See Matrix	Interstate	\$ 174.15	\$ 0.00
160	New	Add	EQP FEE	Equipment Fee	Industrial Office 906 INDUSTRIAL DR					\$ 0.00	\$ 0.00
161	New	Add	ENIGIGE	Port	Operations and Maintenance 1725 S CHURCH ST					\$ 87.75	\$ 0.00
162	New	Add	ENS-BASIC-200	200 Mbps	Operations and Maintenance 1725 S CHURCH ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
163	New	Add	EQP FEE	Equipment Fee	Operations and Maintenance 1725 S CHURCH ST					\$ 0.00	\$ 0.00
164	New	Add	ENIGIGE	Port	Patterson Comm 521 MERCURY BLVD					\$ 87.75	\$ 0.00
165	New	Add	ENS-BASIC-200	200 Mbps	Patterson Comm 521 MERCURY BLVD			See Matrix	Interstate	\$ 174.15	\$ 0.00

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
166	New	Add	EQP FEE	Equipment Fee	Patterson Comm 521 MERCURY BLVD					\$ 0.00	\$ 0.00
167	New	Add	ENIGIGE	Port	Senior Citizens 325 SAINT CLAIR ST		Middle Tennessee			\$ 87.75	\$ 0.00
168	New	Add	ENS-BASIC-200	200 Mbps	Senior Citizens 325 SAINT CLAIR ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
169	New	Add	EQP FEE	Equipment Fee	Senior Citizens 325 SAINT CLAIR ST					\$ 0.00	\$ 0.00
170	New	Add	ENIGIGE	Port	Sports Com 2310 MEMORIAL BLVD					\$ 87.75	\$ 0.00
171	New	Add	ENS-BASIC-200	200 Mbps	Sports Com 2310 MEMORIAL BLVD			See Matrix	Interstate	\$ 174.15	\$ 0.00
172	New	Add	EQP FEE	Equipment Fee	Sports Com 2310 MEMORIAL BLVD					\$ 0.00	\$ 0.00
173	New	Add	ENIGIGE	Port	UED 351 OVERALL ST					\$ 87.75	\$ 0.00
174	New	Add	ENS-BASIC-200	200 Mbps	UED 351 OVERALL ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
175	New	Add	EQP FEE	Equipment Fee	UED 351 OVERALL ST					\$ 0.00	\$ 0.00
176	New	Add	ENIGIGE	Port	Wastewater Plant 2032 BLANTON DR					\$ 87.75	\$ 0.00
177	New	Add	ENS-BASIC-200	200 Mbps	Wastewater Plant 2032 BLANTON DR			See Matrix	Interstate	\$ 174.15	\$ 0.00
178	New	Add	EQP FEE	Equipment Fee	Wastewater Plant 2032 BLANTON DR					\$ 0.00	\$ 0.00
179	New	Add	ENIGIGE	Port	West Main St 1190 W MAIN ST		Middle Tennessee			\$ 87.75	\$ 0.00
180	New	Add	ENS-BASIC-200	200 Mbps	West Main St 1190 W MAIN ST			See Matrix	Interstate	\$ 174.15	\$ 0.00
181	New	Add	EQP FEE	Equipment Fee	West Main St 1190 W MAIN ST					\$ 0.00	\$ 0.00
* Services Location Details attached **Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)						Total				Service Charges: \$ 19,156.50 Equipment Fees: \$ 0.00	\$ 0.00

# COMCAST BUSINESS

## COMCAST ENTERPRISE SERVICES SALES ORDER FORM

### SERVICE LOCATION DETAIL INFORMATION

**Account Name:** City of Murfreesboro

**MSA ID#:** TN-391315-bklinger

**SO ID#:** TN-391315-bklinger-15147591

**Date:** July 13, 2021

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	Wastewater Plant	2032 BLANTON DR		MURFREES BORO	TN	37129				Matt Byrnes	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
2	Fire Rescue St 8	1730 E NORTHFIELD BLVD		MURFREES BORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
3	Operations and Maintenance	1725 S CHURCH ST		MURFREES BORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
4	Fire Rescue St 3	1511 MERCURY BLVD	APT 3	MURFREES BORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
5	1406 CENTRAL VALLEY RD-City of Murfreesboro	1406 CENTRAL VALLEY RD		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
6	1397 JONES BLVD-City of Murfreesboro	1397 JONES BLVD		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
7	Fire Rescue St 6	2302 MEMORIAL BLVD		MURFREES BORO	TN	37129				Matt Byrnes	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
8	West Main St	1190 W MAIN ST		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
9	Fire Dept HQ	202 E VINE ST	APT 1	MURFREES BORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
10	1321 MEDICAL CENTER PKWY-City of Murfreesboro	1321 MEDICAL CENTER PKWY		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
11	1220 W COLLEGE ST-City of Murfreesboro	1220 W COLLEGE ST		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
12	1004 N HIGHLAND AVE-City of Murfreesboro	1004 N HIGHLAND AVE		MURFREES BORO	TN	37130				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
13	515 CHERRY LN-STE C-City of Murfreesboro	515 CHERRY LN	STE C	MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
14	Patterson Comm	521 MERCURY BLVD		MURFREES BORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
15	620 W MAIN ST-OFC 2-City of Murfreesboro	620 W MAIN ST	OFC 2	MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
16	630 W MAIN ST-City of Murfreesboro	630 W MAIN ST		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No
17	Bradley	415 S ACADEMY ST		MURFREES BORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfree-sborotn.gov	No	No
18	Barfield Park	697 VETERANS PKWY		MURFREES BORO	TN	37128				MATT BYRNES	(615) 642-3119	mbyrnes@murfree-sborotn.gov	Yes	No

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19	111 W VINE ST--City of Murfreesboro	111 W VINE ST		MURFREESBORO	TN	37130				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
20	711 JOE B JACKSON PKWY-City of Murfreesboro	711 JOE B JACKSON PKWY		MURFREESBORO	TN	37127				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
21	925 GOLF LN-City of Murfreesboro	925 GOLF LN		MURFREESBORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
22	136 DEJARNETT E LN-City of Murfreesboro	136 DEJARNETTE LN		MURFREESBORO	TN	37130				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
23	3850 SHELBYVILLE HWY-City of Murfreesboro	3850 SHELBYVILLE HWY		MURFREESBORO	TN	37127				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
24	3481 HALLS HILL PIKE-City of Murfreesboro	3481 HALLS HILL PIKE		MURFREESBORO	TN	37130				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
25	3924 BLAZE DR-City of Murfreesboro	3924 BLAZE DR		MURFREESBORO	TN	37128				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
26	2003 STONEY MEADOW DR-City of Murfreesboro	2003 STONEY MEADOW DR		MURFREESBORO	TN	37128				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
27	3918 BLAZE DR-City of Murfreesboro	3918 BLAZE DR		MURFREESBORO	TN	37128				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
28	3574 LEANNA RD-City of Murfreesboro	3574 LEANNA RD		MURFREESBORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
29	520 E CASTLE ST-City of Murfreesboro	520 E CASTLE ST		MURFREESBORO	TN	37130				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
30	2015 DORA RUCKER RD-City of Murfreesboro	2015 DORA RUCKER RD		MURFREESBORO	TN	37130				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
31	405 MILL ST-City of Murfreesboro	405 MILL ST		MURFREESBORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
32	3877 OLD NASHVILLE HWY-City of Murfreesboro	3877 OLD NASHVILLE HWY		MURFREESBORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
33	2563 VETERANS PKWY-City of Murfreesboro	2563 VETERANS PKWY		MURFREESBORO	TN	37128				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
34	Fire Rescue St 2	2880 RUNNYMEADE DR		MURFREESBORO	TN	37127				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
35	Fire Rescue St 7	2715 N THOMPSON LN		MURFREESBORO	TN	37129				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
36	317 JANUARY ST-City of Murfreesboro	317 JANUARY ST		MURFREESBORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
37	3016 FLORENCE RD-City of Murfreesboro	3016 FLORENCE RD		MURFREESBORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
38	Community Development	211 BRIDGE AVE		MURFREESBORO	TN	37129				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No
39	Fire Admin	220 NW BROAD ST		MURFREESBORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesborotn.gov	Yes	No

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40	2018 GOLF LANE-City of Murfreesboro	2018 GOLF LANE		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
41	1930 MEMORIAL BLVD-OFC 2-City of Murfreesboro	1930 MEMORIAL BLVD	OFC 2	MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
42	1526 W COLLEGE ST-City of Murfreesboro	1526 W COLLEGE ST		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
43	4656 NW BROAD ST-City of Murfreesboro	4656 NW BROAD ST		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
44	4837 CENTRAL VALLEY RD-City of Murfreesboro	4837 CENTRAL VALLEY RD		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
45	5528 SAM JARED DRIVE-City of Murfreesboro	5528 SAM JARED DRIVE		MURFREES BORO	TN	37130				Matt Byrnes	(615) 893-5210	mbyrnes@murfreesboro.gov	Yes	No
46	401 VOLUNTEER RD-City of Murfreesboro	401 VOLUNTEER RD		MURFREES BORO	TN	37128				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
47	760 COUNTY FARM RD-City of Murfreesboro	760 COUNTY FARM RD		MURFREES BORO	TN	37127				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
48	Admin	300 NW BROAD ST		MURFREES BORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
49	Senior Citizens	325 SAINT CLAIR ST		MURFREES BORO	TN	37130				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
50	UED	351 OVERALL ST		MURFREES BORO	TN	37129				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
51	Sports Com	2310 MEMORIAL BLVD		MURFREES BORO	TN	37129				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
52	Cannonsburg h	312 S FRONT ST		MURFREES BORO	TN	37129				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
53	940 NEW SALEM HWY-FL 1-City of Murfreesboro	940 NEW SALEM HWY	FL 1	MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
54	Industrial Office	906 INDUSTRIAL DR		MURFREES BORO	TN	37129				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
55	Fire Rescue St 9	802 CASON LN		MURFREES BORO	TN	37128				Matt Byrnes	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
56	701 JANUARY STREET-City of Murfreesboro	701 JANUARY STREET		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
57	4753 FLORENCE RD-City of Murfreesboro	4753 FLORENCE RD		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
58	1130 JONES BLVD-City of Murfreesboro	1130 JONES BLVD		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No
59	1205 WALTER HALE CT-City of Murfreesboro	1205 WALTER HALE CT		MURFREES BORO	TN	37129				MATT BYRNES	(615) 642-3119	mbyrnes@murfreesboro.gov	Yes	No

Comcast Enterprise Services Sales Order Form  
Ethernet Transport Services  
Performance Tier (PT) Matrix

Metro	AUG	PA	CAR	CNM	CSC	CLE	CGA	CO	DAL	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	KC	MI	MAT	MTN	MN	NYC	NAL	NCA	OR	PC	SFL	SCA	STN	SWF	SWT	TUC	UT	WA	WKY	WNE		
Augusta GA (AUG)	PT1	PT3	PT3	PT4	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT3	PT2	PT3	
Central & Western PA (PA)	PT3	PT1	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT4	PT2	PT2		
Central Arkansas (CAR)	PT3	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	P2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	
Central New Mexico (CNM)	PT4	PT3	PT3	PT1	PT4	PT3	PT3	PT2	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT4	
Charleston (CSC)	PT2	PT3	PT3	PT4	PT1	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT3	PT2	PT3	PT2	PT3	PT3	PT4	PT3	PT3	
Cleveland (CLE)	PT3	PT2	PT3	PT3	PT3	PT1	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Coastal Georgia (CGA)	PT2	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT3	PT4	PT2	PT3
Colorado (CO)	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT1	PT2	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3
Dallas (Dal)	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT2	PT3	
Eastern Tennessee (ETN)	PT3	PT3	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT4	PT4	P2	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT4	PT4	PT1	PT4	
Florida Panhandle (FPA)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT4	PT1	PT2	PT4	PT2	PT2	PT3	PT3	PT3	PT3	PT4	PT2	PT3	
Greater Atlanta (ATL)	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT1	PT3	
Greater Boston (BOS)	PT3	PT2	PT3	PT4	PT3	PT2	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT4	PT3	PT1	
Greater Chicago (CHI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2
Greater Phil. & New Jersey (PHL)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT3	PT1	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT2	
Houston (HOU)	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	
Independence (INDP)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT1	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	
Indiana (IND)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT2	PT3	PT3	PT3	PT1	PT3	PT1	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT4	PT4	PT2	PT2	PT4	PT3	PT2	PT3	PT3	PT3	PT3	PT4	PT2	PT3	
Kansas City (KC)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT1	PT3	PT3	PT1	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	
Michigan (MI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT1	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	
Mid-Atlantic (MAT)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT1	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT4	PT2
Middle Tennessee (MTN)	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
New York (NYC)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT1	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT4	PT3	PT2	
Northern AL (NAL)	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT1	PT4	PT4	PT2	PT3	PT4	PT2	PT2	PT2	PT3	PT3	PT4	PT2	PT3		
Northern CA (NCA)	PT4	PT4	PT3	PT3	PT4	PT3	PT4	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT1	PT2	PT3	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT2	PT3	PT4		
Oregon & SW Washington (OR)	PT4	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT1	PT3	PT4	PT2	PT4	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT4	
Panama City (PC)	PT2	PT3	P2	PT3	PT3	PT3	PT3	PT2	PT2	P2	PT1	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT1	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	
South Florida (SFL)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT1	PT4	PT3	PT2	PT3	PT3	PT3	PT4	PT2	PT3		
Southern California (SCA)	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT2	PT3	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT2	PT3	PT4		
Southern TN & North GA (STN)	PT2	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT2	PT4	PT4	PT2	PT3	PT4	PT1	PT3	PT2	PT3	PT3	PT4	PT1	PT3		
Southwest Florida (SWF)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT3	PT1	PT3	PT3	PT3	PT3	PT4	PT2	PT3	
SW TN & Northern MS (SWT)	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT2	PT3	
Tucson (TUC)	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT1	PT2	PT2	PT3	PT3		
Utah (UT)	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3															

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Rehire of Council Member Relations, Kennedy Ryann Martin, for Lifeguard Staff

**Department:** Parks and Recreation

**Presented by:** Nate Williams, 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"/>

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**Summary**

Rehire a relation to a Council Member as a lifeguard.

**Staff Recommendation**

Approve rehire of Kennedy Ryann Martin.

**Background Information**

The Parks and Recreation Department desires to rehire Ms. Martin as a full-year, part-time lifeguard at the standard rate of \$10.23 per hour. Ms. Martin has been a good employee previously, and the Aquatics Division remains in need of certified lifeguards.

City Charter § 35 and *Employee Handbook* Policy 5002 require that Council approve employment of any relative of a Council Member by a  $\frac{2}{3}$  vote. In 2018, Ronnie Martin, Kennedy Ryann Martin's father, was elected to City Council, and Council approved the employment of Ms. Martin as a seasonal lifeguard.

**Council Priorities Served**

*Maintain Public Safety*

Staff would like to continue the excellent services it offers to keep patrons safe at aquatic facilities and programs by allowing a currently certified and knowledgeable lifeguard to be rehired.

**Fiscal Impacts**

All funds for lifeguards are allocated in the department's FY22 budget.

**Attachments:**

1. City Charter, § 35
2. *Employee Handbook* Policy 5002, Nepotism

Murfreesboro City Charter Article VII. Section 35 - Salaries generally; certain officers to be appointed by city council; other officers and employees to be appointed by city manager; removal; qualifications; present officers continued in office.

- (a) That the City Council shall fix the salary of the City Recorder, City Treasurer, City Manager, City Judge and City Attorney and shall make provisions for all officers and employees of the city as may be necessary.
- (b) The City Council shall appoint or elect the City Recorder, City Treasurer, City Manager, and City Attorney, who shall serve for an indefinite period and at the will of the council, and who shall have such other qualifications as may be prescribed in this Charter. The City Council shall appoint or elect the City Judge for a definite or indefinite period. All other employees, unless otherwise expressly provided in this Charter shall be appointed by the City Manager, shall serve for an indefinite time and may be removed by such City Manager at any time; provided, however, that no person related in the fourth degree of consanguinity or affinity, to any member of the City Council or to the City Manager, shall be employed or appointed by the City Manager, unless such appointment or employment is confirmed by a two-thirds (2/3) vote of the Council.

(Priv. Acts 1967, ch. 304 § 1; Priv. Acts 1975, ch. 43 § 1(10), 1(11); Priv. Acts 1993, ch. 104 § 16)

**CITY OF MURFREESBORO  
EMPLOYEE HANDBOOK**

**Section No: 5002**

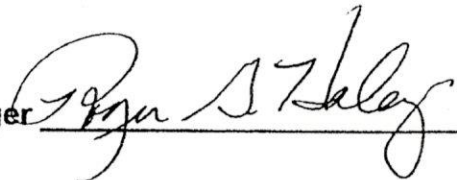
**Date: 10-25-01**

**Supersedes Section No: 5002**

**Dated: 2-23-95**

**Subject: Nepotism**

**Approved: Roger G. Haley, City Manager**



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(a) (1) Pursuant to Section 35 of the Charter of the City of Murfreesboro, no person related in the fourth degree of consanguinity or affinity, to any member of the City Council or to the City Manager, shall be employed or appointed by the City Manager, unless such appointment or employment is confirmed by two-thirds (2/3) vote of the council. Additionally, no person related in the fourth degree of consanguinity or affinity to the City Recorder, City Treasurer, City Judge, or City Attorney shall be employed by the City Manager unless such employment is confirmed by at least a five to two vote of the Council. Further, no person related in the fourth degree of consanguinity or affinity to any person who has been a member of the City Council, or to any person who has been the City Manager, City Recorder, City Treasurer, City Judge, City Attorney, within the preceding two years shall be employed by the City Manager unless such employment is confirmed by two-thirds (2/3) vote of the Council.

(2) Consanguinity means "blood kin" or "the relation of persons descended from the same common ancestor". Affinity means "relationship by marriage".

(b) (1) In addition to Section 35 of the Charter, the city nepotism policy is hereby expanded to prevent relatives from being in a direct supervisory line with respect to each other. In order to guard against these practices, the city prohibits employees who are relatives from being placed within the same line of supervision where one relative is responsible for supervising the job performance or work activities of another relative.

(2) The nepotism policy set forth in subsection 5002 (b) (1) does not apply to individuals hired prior to July 1, 1996, and shall not be retroactively applied. However, a transfer of position of an employee hired prior to July 1, 1996 shall be governed by this policy to the extent that such an employee shall

not be transferred to a position where it would constitute a violation of this policy.

(3) For purposes of this policy, a relative is defined as a "grandparent, parent, son, daughter, grandchild, spouse, parent-in-law, son or daughter-in-law, brother or sister-in-law, and any other relative who resides in the same household." These terms include "step" relationships and relationships of the half blood.

(4) The provisions of this policy are not to be construed to limit the hiring, promotion, or employment opportunities of any particular group of applicants or employees.

(5) The policy shall be applied as follows:

A. The nepotism policy applies to any person who is employed as a full-time, part-time, regular, or temporary employee.

B. Even though the employment of relatives is permitted when hired before July 1 1996, no employee shall participate in the process of review, recommendation, and/or decision making in any matter concerning hiring, promotion, salary, retention, or termination of a relative.

Pursuant to this provision, a relative may serve an administrative function within the same department so long as the duties do not require or include participation in the process of review, recommendation, and/or decision making in any matter concerning hiring, promotion, salary, retention, or termination of relatives as defined above in subsection (b) (3).

An administrator shall not make employment decisions and/or recommendations which impact a relative individually; however, the policy does not prohibit an administrator who does not otherwise violate the nepotism policy, from making decisions and/or recommendations that pertain to all employees within a department while the administrator has a relative who is an employee of that department.

(6) In searching for qualified candidates for a new or vacated position, persons responsible for selection shall evaluate each individual on merit without consideration of their relationship to another employee. Prior to hiring any individual, the department desiring to hire the individual must conduct an analysis to assure compliance with this city policy and submit a written statement of compliance to the City Manager.

(7) Individuals applying for employment and employees shall be under an ongoing duty to inform the Department Head of a relationship described in Section 5002 (b) (3).

(8) The department may remedy any violation of this policy by voluntary transfer, or if an agreement cannot be reached, by involuntary transfer from a department, section, or position, or by termination. The City reserves the right to transfer or terminate the employment of both employees if an agreement cannot be reached between the employees, Department Head, and City Manager.

(9) This policy shall control unless the appointment or employment is confirmed by at least a five to two vote of the council.

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Group Sales Event Agreement for Miracle League All Stars

**Department:** Parks and Recreation

**Presented by:** Thomas Laird, Assistant 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"/>

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**Summary**

Group Sales Event Agreement with Embassy Suites for 2022 Miracle League All Stars.

**Staff Recommendation**

Approve agreement with Embassy Suites.

**Background Information**

The City has been selected as the host site for the 2022 National Miracle League All-Star Games. The Miracle League All-Star event will welcome more than 100 athletes with intellectual and physical disabilities. Athletes, parents, families, and friends will experience the best of Murfreesboro over the three-day event.

The Group Sales Event Agreement indicates that lodging will be provided to the Miracle League players and their immediate caregivers/family. The agreement also includes the costs associated with the closing ceremony and awards banquet, which will be a catered meal within the Embassy Suites Banquet Hall.

Costs associated with the event will be funded through donations in partnership with the David Price Project One Four Foundation. Additional fundraising efforts will take place by a local organizing committee. Total expenses for hosting this event are estimated to be \$72,000. The Embassy Suites fee will be \$67,200 with a \$20,000 deposit due upon execution of the agreement. The balance due will come out of FY23.

**Council Priorities Served**

*Strong and Sustainable Financial and Economic Health*

The 2022 Miracle League All-Star Games will bring in approximately 500 individuals from across the country to Murfreesboro to attend the event while they also enjoy local dining, shopping, and attraction amenities.

*Engaging Our Community*

Hosting the 2022 National All-Star Games will give our local athletes and their families the opportunity to engage with Miracle League participants from across the country while spotlighting the facilities and program in Murfreesboro.

**Fiscal Impacts**

City costs associated with this event, approximately \$72,000, will be expended from the Department's Miracle Field donation account.

**Attachment:**

Embassy Suites Group Sales Event Agreement



## GROUP SALES EVENT AGREEMENT

This **Group Sales Event Agreement** ("Agreement") is by and between **City of Murfreesboro** ("Group" or "you" or "your(s)") and **JQH - Murfreesboro Development, LLC., d/b/a Embassy Suites by Hilton Nashville SE - Murfreesboro** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
<b>Client Contact Name:</b>	Angie Keating	<b>Name of "Event":</b>	Miracle League All Star
<b>Title:</b>	Coordinator	<b>Date(s) of Event:</b>	Friday, September 16, 2022 - Sunday, September 18, 2022
<b>Responsible Party (Company Name or Individual):</b>	Angie Keating, City of Murfreesboro Parks & Recreation	<b>Post to Reader Board as:</b>	Miracle League All Star
<b>Address:</b>	c/o Rutherford Chamber of Commerce	<b>Hotel Contact:</b>	Chuck Payne
<b>City, State, Zip:</b>	Murfreesboro, Tennessee 37129	<b>Title:</b>	Director, Sales & Events
		<b>Property Address:</b>	1200 Conference Center Boulevard Murfreesboro, TN 37129
<b>Phone:</b>	(615) 971-1469	<b>Phone:</b>	615-890-4464
<b>Email</b>	akeating@murfreesborotn.gov	<b>Email:</b>	chuck.payne@atriumhospitality.com

**GUEST ROOM BLOCK AND RATES:** Once this Agreement is accepted, we will remove from our inventory and consider sold to you for your use guest room nights (i.e., sleeping rooms) pursuant to the following arrival and departure schedule (the "Total Contracted Rooms" or "Room Block"). Rates for your Event are confirmed as shown in the schedule.

### GUEST ROOMS and RATES

<i>Miracle Fields All Star Baseball</i>					
		Fri 09/16/2022		Sat 09/17/2022	
		Rooms	Rate	Rooms	Rate
Run of House	S	22	\$155.00	22	\$155.00
1 King Bed	S	2	\$155.00	2	\$155.00
Accessible Tub/HI					
1 King Bed/ Roll In Shower/HI	S	2	\$155.00	2	\$155.00
1 King Bed/HI	S	8	\$155.00	8	\$155.00
2 Q Bed Roll In Shower/HI	S	2	\$155.00	2	\$155.00
2 Queen Bed Accessible Tub/HI	S	2	\$155.00	2	\$155.00
2 Queen Bed/HI	S	4	\$155.00	4	\$155.00
Two Queen Beds Non Smoking	S	108	\$155.00	108	\$155.00

Total Room Nights Agreed: 300

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 19.75% but will be the tax rate in effect at the time of the stay. You confirm that you have dealt directly with us, and have not used any person or service entitled to a commission.

## **PARKING**

There will be a charge of \$5.00 for hotel guest's overnight self-parking

## **COMPLIMENTARY ACCOMMODATIONS**

The Hotel will provide one (1) complimentary room night, at the lowest Group room rate, on a cumulative basis, for each (50) room nights within the schedule set forth above (excluding staff rooms) actually occupied by Group's attendees and paid for at the full contract rate. The Hotel shall credit Group's Master Account for the total number of complimentary accommodations accrued by Group at the conclusion of your Event.

## **SPECIAL CONCESSIONS**

### **SPECIAL CONCESSIONS**

- Room rate includes full hot buffet breakfast for all guest rooms and 2-hour nightly reception
- One comp per 50 room nights cumulative
- Discounted self-parking at \$5.00/day/room and will be charged to the master account
- Hotel will provide letter of liability for each guest room (at check in or registration which will signed by the guest) for any damages to the guest rooms

## **ROOM RESERVATION PROCEDURES**

In order to assign specific room types to your attendees, each guest room in your Room Block must be confirmed no later than **Wednesday, August 17, 2022** ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

### ***Rooming List***

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees' accommodations, and it must be provided to the Hotel by Reservation Due Date. This list should include guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates, preference for smoking or non-smoking room, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations to the individual in writing.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

## **CHECK-IN / CHECK-OUT**

Guest accommodations will be available at 4:00 PM on arrival day and reserved until 11:00 AM on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure. Should the Hotel allow for late check-out; it may impose a half day rate.

## **GUEST ROOM CHARGES**

**Room only charged to Master Account:** You will be paying your Event guests' room, tax, (*optional*: parking,) (*optional*: resort fees,) (*optional*: portage,) (*optional*: and gratuities). Accordingly, all such charges incurred by Event guests will be charged to your Master Account. In order to be able to access the ancillary services of the Hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover any charges for the guest's use of the Hotel's ancillary services. Should any guest not settle his or her account in full upon departure, you will be responsible for the outstanding balance (which may be added to your Master Account or billed to you separately)

## **MEETING REQUIREMENTS**

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

## **SCHEDULE OF EVENTS**

Date	Time	Event Class	Room	Setup	AGR	Rental
Sat, 09/17/22	3:00 PM - 5:00 PM	Setup	Mirabella A-F	Round Tables of 8	500	\$.00
Sat, 09/17/22	5:00 PM - 9:00 PM	Dinner Buffet	Mirabella A-F	Round Tables of 8	500	\$.00

***Specific meeting rooms cannot be guaranteed and are subject to change***

**GUARANTEED ATTENDANCE AND MENU SELECTIONS:** Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

**SERVICE CHARGE:** A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

**AGREED MINIMUM ROOM NIGHT REVENUE:** Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$46,500.00.

**AGREED MINIMUM FOOD AND BEVERAGE REVENUE:** Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$20,700.00. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Food and Beverage Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes and service charges.

**ROOM BLOCK AND SERVICES COMMITMENT:** When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your Total Contracted Rooms and/or contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities for other times. While your Room Block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

**ATTRITION:** We agree to allow for a 20% reduction from the Agreed Minimum Room Night Revenue, provided that you make a written request for that reduction between now and 60 days prior to your Event ("Permitted Attrition"). At the conclusion of your Event, we will credit against the Agreed Minimum Room Night Revenue the guest room revenue derived from your Event, and also credit any Permitted Attrition. Any balance will be posted as a charge to your Master Account, plus applicable taxes and service charges.

**CANCELLATION:** It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

**CANCELLATION FEES:**

**Cancellation Fee is based on Agreed Minimum Room Night Revenue and Agreed Minimum Food and Beverage Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.), service charges and applicable taxes for a total amount of \$72,375.00**

<b>Cancelled more than 181 days prior to arrival</b>	<b>50%</b>
<b>Cancelled 91 - 180 days prior to arrival</b>	<b>75%</b>
<b>Cancelled within 90 days prior to arrival</b>	<b>90%</b>

Your written notice of cancellation must be delivered to Hotel, and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

**DEPOSIT AND PAYMENT REQUIREMENTS:** If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed Agreement. Unless prohibited by law, a 2.5% processing fee will be assessed on credit card payments.

Please note that any credit approvals will expire after 24 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel or any other hotel owned or operated by Atrium Hospitality or its affiliates, or if there is any material adverse change in Group's credit standing. If credit approval is withdrawn or expires, Group must make deposit payments in accordance with the below schedule, with Group paying any previously scheduled deposit amounts by the earlier of (A) five (5) days after the Hotel notifies Group of the withdrawal or expiration of credit, or (B) three (3) days prior to the date of the Event.

If credit is not established in advance by Group with Hotel and maintained, you must make payments in accordance with the below payment schedule. All deposits will be credited to Group's Master Account

<b>Date</b>	<b>Deposit Due</b>
<b>Upon return of signed Agreement to Hotel</b>	<b>\$20,000.00</b>
<b>Two weeks prior to Event</b>	<b>\$40,000.00</b>
<b>Three days prior to Event*</b>	<b>Remaining Balance</b>

*\* Final deposit payment must be by cash, credit card, certified or official bank check, money order, or bank transfer, with wiring instructions to be provided by Hotel. Unless prohibited by law, a 2.5% processing fee will be assessed on credit card payments.*

Checks and money orders should be made payable to Embassy Suites by Hilton Nashville SE - Murfreesboro and be delivered to:

Embassy Suites by Hilton Nashville SE - Murfreesboro  
Attention: Accounting Department  
1200 Conference Center Boulevard  
Murfreesboro, TN 37129

If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: (guest rooms), (incidentals), (parking), (porterage fees), banquet food and beverage charges, service charges, attrition charges, meeting space rental charges (if any), cancellation charges, (charges for third-party services and/or supplies arranged through the Hotel), (audio-visual charges) and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes, and shall be due and payable by Group within 10 days after the date of invoice. Master Account charges may be paid in the form of cash, check or bank transfer. All deposits, balances or

charges not paid when due will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to any amounts payable by Group under this Agreement, all costs associated with that collection action, including reasonable attorney's fees, shall be payable by Group and may be posted to the Master Account.

Individual guest accounts are paid via the credit card provided by the guest at check-in.

**TAX EXEMPT STATUS:** If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. Please note, tax exempt status pertains to the Master Account only. Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

**AUDIO-VISUAL EQUIPMENT** Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions require Hotel approval and shall be subject to a Hotel fee plus tax. Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

**INSURANCE AND INDEMNIFICATION:** Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$2,000,000.00 per occurrence. Group's insurance policy shall name the **JQH - Murfreesboro Development, LLC., d/b/a Embassy Suites by Hilton Nashville SE - Murfreesboro** and Atrium Hospitality LP (collectively, the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible, Group's insurance will be primary and not contributory to any insurance maintained by the Hotel Parties. Damage caused by the Group or its attendees or contractors will be the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law.

To the extent permitted by Tennessee state law, the Group shall indemnify, defend and hold harmless **JQH - Murfreesboro Development, LLC., d/b/a Embassy Suites by Hilton Nashville SE - Murfreesboro** and Atrium Hospitality LP and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors' or exhibitors' negligence, including but not limited to claims arising out of the Group's distribution of pre-keyed room key cards, rooming lists or any other confidential information relating to its attendees.

**ELECTRICAL/PHONE SETUP:** All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Event Services Department.

**OUTSIDE FOOD AND BEVERAGE:** Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required. Outside vendors shall be required to comply with (A) all applicable rules and regulations of Hotel for outside contractors, and (B) such additional directives as may be instituted by Hotel from time to time for the protection of the hotel and its occupants. These directives may include, without limitation, requirement of use of face masks, distancing, and protocols for the cleaning and sanitizing of areas and for the safe disposal of wastes.

**ENTIRE AGREEMENT:** This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. ~~Group shall present Hotel an executed version signed by Group's representative prior to Wednesday, June 30, 2021.~~

**ADDITIONAL TERMS AND CONDITIONS:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

City of Murfreesboro

Group: Miracle League All Star

By: [[CertifiSignature\_1]]

HOTEL:

JQH - Murfreesboro Development, LLC.

d/b/a Embassy Suites by Hilton Nashville SE - Murfreesboro

By: [[CertifiSignature\_2]]

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney

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Name: Angie Keating, Coordinator

Dated: [[SertifiDate\_1]]

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Name: Chuck Payne, Director, Sales & Events

Dated: [[SertifiDate\_2]]

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Trade of Firearms to Clyde Armory, Inc. for Store Credit

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

Trade of firearms to Clyde Armory, Inc. for store credit.

**Staff Recommendation**

Approve the trade of firearms to Clyde Armory, Inc. for store credit to be used to purchase new weapons and accessories.

**Background Information**

MPD has 166 generation three and generation four Glock pistols that are not compatible with the lead-free indoor range now in use. Clyde Armory, Inc. is an authorized law enforcement firearms dealer and has offered \$44,654 for these weapons in trade for store credit to be used to purchase new weapons and accessories.

**Council Priorities Served**

*Responsible Budgeting*

By trading in firearms no longer in use, the City benefits from the value of the asset without having to use budget reserves to purchase needed equipment.

**Fiscal Impact**

None.

**Attachments**

1. Surplus Property Disposal Form
2. Quotations from Clyde Armory, Inc.

**City of Murfreesboro****Surplus Property Disposal Form**City Department Police DepartmentShort description of surplus property Various Glock pistols

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value .....	_____
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	<input checked="" type="checkbox"/>	Trade-in value .....	<u>44,654.00</u>
Transfer	<input type="checkbox"/>	To whom? _____	
Donate	<input type="checkbox"/>	To whom? _____	Estimated value \$ _____
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

Describe the Surplus Property:

Approximate age	_____	Estimated original cost	_____
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	\$ _____

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:186 Glock pistolssee attached for model and SSN

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input checked="" type="checkbox"/>	Equipment dealer	<input checked="" type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

<u>[Signature]</u>	<u>7-9-21</u>
Signed (Department Head)	Date

I have reviewed the above information and determined that it is appropriate.

<u>Vicki J. Massey</u>	<u>7.19.21</u>
Signed (Fixed Assets Manager)	Date

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

<u>Vicki J. Massey</u>	<u>Designee</u>	<u>7.19.21</u>
Signed (City Manager or Assist. City Manager)		Date

**FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.**

Murfreesboro Police Department  
40 Cal.Firearms Trade-In 2020

BOX # 1

Brand	Model	Caliber	Serial #						
Glock	27	40	CHL832						
Glock	27	40	KFM840						
Glock	23	40	KNY014						
Glock	23	40	CPU178						
Glock	23	40	KNY007						
Glock	23	40	KNY003						
Glock	23	40	KFD564						
Glock	23	40	KFE728				Roche		364
Glock	23	40	TLZ612						
Glock	23	40	KFD572						
Glock	23	40	TLZ613						
Glock	23	40	TLZ615						
Glock	23	40	MBU211						
Glock	23	40	KFE729						
Glock	23	40	KNY002						
Glock	23	40	KFD552						
Glock	23	40	TLZ608						
Glock	23	40	KFD570						
Glock	23	40	KFD569						
Glock	22	40	KNV223						
Glock	22	40	LXT102						
Glock	22	40	KNV258						
Glock	22	40	KNV289						
Glock	22	40	LXS017						
Glock	22	40	KNV269						
Glock	22	40	MDX371						

Box # 2

Brand	Model	Caliber	Serial #						
Glock	22	40	KNV235						
Glock	22	40	MDX381						
Glock	22	40	KDL722						
Glock	22	40	KNV222						
Glock	22	40	KNV266						
Glock	22	40	KNV296						
Glock	22	40	KNV204						
Glock	22	40	KNV209						
Glock	22	40	LPB891						
Glock	22	40	MDX377						
Glock	22	40	KNV247						
Glock	22	40	MDX387						
Glock	22	40	LPB888						
Glock	22	40	KNV228						
Glock	22	40	KNV253						
Glock	22	40	MDX380						
Glock	22	40	KNV219						

Murfreesboro Police Department  
40 Cal.Firearms Trade-In 2020

BOX # 3

Brand	Model	Caliber	Serial #					
Glock	22	40	KNV213				Millraney	965
Glock	22	40	TPM750	Gen 4			Boisseau	479
Glock	22	40	KNV268					
Glock	22	40	BDNK937	Gen 4			Sissom	208
Glock	22	40	TPM751	Gen 4			G. Brown	400
Glock	22	40	WPK190	Gen 4			O'Rourke	
Glock	22	40	BDNK934	Gen 4			Miller	432
Glock	22	40	TPM689	Gen 4			Mansfield	360
Glock	22	40	TPM742	Gen 4			Ballard	233
Glock	22	40	BDNK933	Gen 4			Lo	384
Glock	22	40	RFD584	Gen 4			Hawkins	853
Glock	22	40	BDNK935	Gen 4			Taylor	935
Glock	22	40	TPM685	Gen 4			McGowan	490
Glock	22	40	LXS011				Stamps	978
Glock	22	40	TPM683	Gen 4			Anderson	395
Glock	22	40	RFD570	Gen 4				

BOX # 4

Brand	Model	Caliber	Serial #					
Glock	22	40	KNV293				Pope	901
Glock	22	40	RFD583	Gen 4			Tyler Smith	844
Glock	22	40	KDN040				Lemanski	390
Glock	22	40	BDNK936	Gen 4			Haigh	367
Glock	22	40	LXS013				Williams	847
Glock	22	40	KNV211				Megular	964
Glock	22	40	LPB885				Ridiner	972
Glock	22	40	BDNK939	Gen 4			Waters	394
Glock	22	40	MDX382				DeLeon	914
Glock	22	40	LXS016				Henriquez	948
Glock	22	40	BDNK942	Gen 4			Haynes	209
Glock	22	40	LXS010				Whiley	903
Glock	22	40	LXT103				Palmer	803
Glock	22	40	KNV294				Templeton	344
Glock	22	40	BDNK938	Gen 4			Higgins	346
Glock	22	40	MDX383				G. Templeton	259
Glock	22	40	KNV246				Casper	958
Glock	22	40	KNV261				Fountain	820
Glock	22	40	KNV233				Massey	324
Glock	22	40	KDL726				Abbott	337
Glock	22	40	KNV275					

Murfreesboro Police Department  
40 Cal.Firearms Trade-In 2020

BOX # 5

Brand	Model	Caliber	Serial #					
Glock	22	40	RFD578	Gen 4			Carroll	848
Glock	22	40	WPK192	Gen 4			Peeler	969
Glock	22	40	TPM686	Gen 4			Borel	480
Glock	22	40	LPB889				Skye Brown	
Glock	22	40	KNV284				Baskette	298
Glock	22	40	TPM759	Gen 4			Newberg	382
Glock	22	40	TPM754	Gen 4			Rea	492
Glock	22	40	TPM680	Gen 4			Gensemer	356
Glock	22	40	KNV272				Drye	437

BOX # 6

Brand	Model	Caliber	Serial #					
Glock	22	40	KDL735				Turner	240
Glock	22	40	BDNK932	Gen 4			Adamson	425
Glock	22	40	KNV290				Speed	976
Glock	22	40	MDX388				Sneed	924
Glock	22	40	KNV276				Dinaso	946
Glock	22	40	KNV267				Bogle	911
Glock	22	40	KEY218				Hofmeister	940
Glock	22	40	KDN042				Johnson	207
Glock	22	40	KDL733				Carter	268
Glock	22	40	KDL729				Fanning	273
Glock	22	40	KNV255				Meeks	390
Glock	22	40	KNV252				Renfroe	883
Glock	22	40	KNV239				Radzinski	865
Glock	22	40	KNV214				Collins	862
Glock	22	40	HEU890				Pulford	941
Glock	22	40	PVF840				Rickard	493

BOX # 7

Brand	Model	Caliber	Serial #					
Glock	22	40	KDN041				Walker	353
Glock	22	40	RFD581	Gen 4			Crow	849
Glock	22	40	KDL725				Bowen	216
Glock	22	40	TPM682	Gen 4			A. Price	
Glock	22	40	MDX378				Davis	924
Glock	22	40	LPB894				Corwin	939
Glock	22	40	MDX374				Shanabarger	909
Glock	22	40	LXS019				Riley	921

**Murfreesboro Police Department  
40 Cal.Firearms Trade-In 2020**

**BOX # 8**

Brand	Model	Caliber	Serial #					
Glock	22	40	KNV299				Yates	291
Glock	22	40	LXT106				Primas	823
Glock	22	40	RFD582	Gen 4			Troutman	858
Glock	22	40	RFD575	Gen 4			Ledford	855
Glock	22	40	RFD577	Gen 4			Miles	856
Glock	22	40	KDL727				Campbell	256
Glock	22	40	TPM752	Gen 4			A. Smith	252
Glock	22	40	KDL724				Puckett	265
Glock	22	40	WPK191	Gen 4			Moghaddam	445
Glock	23	40	WYF927	Gen 4			Gann	429
Glock	23	40	KFD550					
Glock	23	40	WYF949	Gen 4			Phillips	832
Glock	23	40	XPM326	Gen 4			Keaton	294
Glock	23	40	ZLZ615				Spell	816

**BOX # 9**

Brand	Model	Caliber	Serial #					
Glock	23	40	KNY000				Alexander	338
Glock	23	40	MBU208				Benson	866
Glock	23	40	KFE727				Brown	482
Glock	23	40	PVR672	Gen 4			Haney	412
Glock	23	40	KFD568				Henderson	342
Glock	23	40	PVR675	Gen 4			Loyd	248
Glock	23	40	PVR677	Gen 4			Mitchell	416
Glock	23	40	KFE726				Mongold	328
Glock	23	40	TLZ619				Nelson	944
Glock	23	40	TLZ614				Pate'	900
Glock	23	40	ZLZ622				Richards	953
Glock	23	40	MBU209				Sanders	884
Glock	23	40	KNY006				Taylor	365
Glock	23	40	PVR670	Gen 4			Teeters	226
Glock	23	40	KNY008				Thorpe	199
Glock	23	40	LMW582				Vaughn	936
Glock	23	40	KNY010				Denton	316
Glock	23	40	KFD558				Adkison	146
Glock	23	40	WYF928	Gen 4			Ashley	261
Glock	23	40	MBU210				West	320

Murfreesboro Police Department  
40 Cal. Firearms Trade-In 2020

BOX # 10

Brand	Model	Caliber	Serial #					
Glock	23	40	XPM328	Gen 4			Daniels	955
Glock	23	40	PVR673	Gen 4			Bowen	216
Glock	23	40	CPU171				Vongphakdy	366
Glock	23	40	KFD559					
Glock	23	40	XPM327	Gen 4			Harrison	374
Glock	23	40	MBU212				Schubert	332
Glock	23	40	KNY005				Gorham	300
Glock	23	40	KFD561				Radley	319
Glock	23	40	KFD567				Lawson	274
Glock	23	40	PVP744	Gen 4			Jones	272
Glock	23	40	KFD551				Daniel	409
Glock	23	40	WYF921	Gen 4			Didier	945
Glock	23	40	KFD553				Garrison	411

BOX # 11

Brand	Model	Caliber	Serial #					
Glock	22	40	HEU893					
Glock	22	40	HEU887					
Glock	22	40	HEU889					
Glock	22	40	HEU892					
Glock	22	40	HEU888					
Glock	22	40	HEU891					

Model 22's = 109

32 of the 109 Model 22's are Gen. 4

Model 23's = 55

13 of the 55 Model 23's are Gen. 4

Model 27's = 2

**Total = 166**

The trade in value was supplied by Clyde's Armory on 2/12/21.

Glock Model 22, Gen. 3, \$ 269.00 each x 77 = \$ 20,713.00

Glock Model 22, Gen. 4, \$ 269.00 each x 32 = \$ 8,608.00

Glock Model 23, Gen. 3, \$ 269.00 each x 42 = \$ 11,298.00

Glock Model 23, Gen. 4, \$ 269.00 each x 13 = \$ 3,497.00

Glock Model 27, \$ 269.00 each x 2 = \$ 538.00

**Total = \$ 44,654.00**

# Quotation

## Clyde Armory Inc

4800 Atlanta Highway  
Athens, GA 30606  
706-549-1842  
[www.clydearmory.com](http://www.clydearmory.com)



June 30, 2021

Murfreesboro Police Department  
1004 North Highland Avenue  
Murfreesboro, TN 37130  
Office: (629) 201-5589  
Email: [clanning@murfreesborotn.gov](mailto:clanning@murfreesborotn.gov)

Salesperson	Email	Telephone	Quote valid for
Robert Ford	<a href="mailto:rob@clydearmory.com">rob@clydearmory.com</a>	706-549-1842 X210	30 days

Qty	Description	Unit Price	Line Total
	<Clyde Armory Offers a trade credit on the following serviceable pistols>		
77.00	Glock 22, Gen 3 Night sights, 3 mags	\$ (269.00)	\$ (20,713.00)
32.00	Glock 22 Gen 4, Night sights, 3 mags	\$ (269.00)	\$ (8,608.00)
42.00	Glock 23 Gen 3, NightSights 3 mags	\$ (269.00)	\$ (11,298.00)
13.00	Glock 23 Gen 4, NightSights 3 mags	\$ (269.00)	\$ (3,497.00)
2.00	Glock 27, Night sights, 3 mags	\$ (269.00)	\$ (538.00)
	Any Extra mags \$2 each		
	Clyde Armory will provide shipping label		
	Officer Buyback Price \$329 on any model. Limit 2 per Officer one full size, one compact.		
	*A 3% fee will be added for all payments made with a Credit Card		
Total			\$ (44,654.00)

Thank you for your business!

AAC Aimpoint Avon Benelli Colt CZ Daniel Defense EoTech Heckler & Koch LMT Magpul  
Magtech Mossberg Smith & Wesson Steiner Streamlight Surefire Survival Armour Trijicon

# Quotation

## Clyde Armory Inc

4800 Atlanta Highway

Athens, GA 30606

706-549-1842

[www.clydearmory.com](http://www.clydearmory.com)

June 30, 2021



Sgt. Scott Newberg

Murfreesboro Police Department

(629)201-5579

(615)971-6190

[0382@murfreesborotn.gov](mailto:0382@murfreesborotn.gov)

Salesperson	Email	Telephone	Quote valid for
Robert Ford	<a href="mailto:rob@clydearmory.com">rob@clydearmory.com</a>	706-549-1842 X210	30 days

Qty	Description	Unit Price	Line Total
2.00	Bergara PDC LE, .308 16-20" BBL(?) OD Green, .308 #BRP17-308PDCLE	\$ 2,049.00	\$ 4,098.00
2.00	NightForce ATACR - 4-16x50mm - ZeroStop - .250 MOA - Diglllu - PTL - MOAR 2nd Focal Plane 34mm Tube#C544	\$ 2,040.00	\$ 4,080.00
2.00	Night Force XTRM - Ring Set - 1.00" Medium - 34mm - Ultradit, 4 screw #A223	\$ 152.00	\$ 304.00
3.00	Savvy Sniper Dual QD MS, Multicam	\$ 74.00	\$ 222.00
3.00	Magpul Rail Mount Bipod MAG491	\$ 89.00	\$ 267.00
4.00	10md AICS .308 Short Action mags (Magpul MAG579)	\$ 33.00	\$ 132.00
4.00	Daniel Defense MK12 SPR, 5.56mm 18" BBL 02-142-13175-047	\$ 1,545.00	\$ 6,180.00
1.00	Vortex Razor HD Gen-E, 2 1-6X24( Reticle VMR-2 MOA) #RZR-16010	\$ 1,279.00	\$ 1,279.00
1.00	Vortex 30mm Precision matched rings HIGH PMR-30-145	\$ 129.00	\$ 129.00
1.00	Freight	\$ 80.00	\$ 80.00
<b>Total</b>			<b>\$ 16,771.00</b>

\*A 3% fee will be added for all payments made with a Credit Card

Thank you for your business!

AAC Aimpoint Avon Benelli Colt CZ Daniel Defense EoTech Heckler & Koch LMT Magpul  
Magtech Mossberg Smith & Wesson Steiner Streamlight Surefire Survival Armour Trijicon

# Quotation

## Clyde Armory Inc

4800 Atlanta Highway

Athens, GA 30606

706-549-1842

[www.clydearmory.com](http://www.clydearmory.com)



June 30, 2021

Murfreesboro Police Department  
1004 North Highland Avenue  
Murfreesboro, TN 37130  
Office: (629) 201-5589  
Email: [dfanning@murfreesboron.gov](mailto:dfanning@murfreesboron.gov)

Salesperson	Email	Telephone	Quote valid for
Robert Ford	<a href="mailto:rob@clydearmory.com">rob@clydearmory.com</a>	706-549-1842 X210	10 days

Qty	Description	Unit Price	Line Total
22.00	Aimpoint T-2, no mount #200180	\$ 597.00	\$ 13,134.00
22.00	Scalerworks Aimpoint Micro Mount Lower 1/3 1.57" #SW0110	\$ 129.00	\$ 2,838.00
22.00	Modlite PLHV2-18350 Complete light includes Head, Body, no Tailcap, 18350 Battery and Charger	\$ 269.00	\$ 5,918.00
22.00	ModButton Lite, Black 4.5" SF/Modlite Plug	\$ 69.00	\$ 1,518.00
22.00	Modlite SF UE07 Remote Tailcap Assy (for plug)	\$ 75.00	\$ 1,650.00
22.00	Modlite 18350 1200mAh protected Button Top Battery set of 2	\$ 20.00	\$ 440.00
22.00	Arisaka/TREX LightBar Scout Mount (MLOK or Picatinny??)	\$ 64.00	\$ 1,408.00
1.00	Freight	\$ 50.00	\$ 50.00
	*A 3% fee will be added for all payments made with a Credit Card		
<b>Total</b>			<b>\$ 26,956.00</b>

Thank you for your business!

AAC Aimpoint Avon Benelli Colt CZ Daniel Defense EoTech Heckler & Koch LMT Magpul  
Magtech Mossberg Smith & Wesson Steiner Streamlight Surefire Survival Armour Trijicon

## COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

**Item Title:** FY22 Sewer Rehabilitation Project Award

**Department:** Water Resources

**Presented by:** Darren Gore

**Requested Council Action:**

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

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### Summary

Construction contract for the 2021/22 Sanitary Sewer Rehabilitation project.

### Staff Recommendation

Approve award of contract to SBW Constructors in the amount of \$4,677,000.

### Background Information

Bids for the FY22 sanitary sewer rehabilitation project were received on July 15, 2021. Only one bid was received although at least ten contractors picked up plans and specifications. A recommendation from the engineer (LJA) along with the bid tabulation is attached. The Base Bid of the project includes 4,000 linear feet of open cut sewer main replacements, 10,500 linear feet of cured in place pipe (CIPP), lining and/or repairing 110 manholes which is approximately 800 vertical feet of manhole lining, 135 sewer lateral repairs and the cleaning of five sewer pump station wet wells.

### Council Priorities Served

*Expand infrastructure*

Sanitary sewer rehabilitation extends our sewer infrastructure life by prolonging the need for total replacement.

*Maintain public safety*

Rehabilitating the sewer system infrastructure will minimize and/or prevent sewer overflows thereby maintaining public health and safety.

### Fiscal Impact

The sewer rehab construction expense, \$4,677,000, is funded by a water resource department's rate-funded revenue and working capital reserves as tabulated below:

Funding Source	Amount
Remaining Working Capital Reserves Budgeted FY21	\$620,000
Operating Budget Rate Funded Revenue FY22	\$1,250,000
Working Capital Reserves Revenue Budgeted FY22	\$1,250,000
Additional Requested Working Reserves FY22	\$1,557,000
Total	<b>\$4,677,000</b>

**Attachments**

Construction Agreement with SBW Constructors

THIS AGREEMENT is by and between City of Murfreesboro, Tennessee ("Owner") and \_\_\_\_\_ ("Contractor").

## ARTICLE 1 – WORK

- ## ARTICLE 2 – THE PROJECT

- The scope of the project will include all necessary labor, tools and equipment required to complete the jobs according to the specifications. The allotted time for construction on the base bid items is 335 calendar days for substantial completion, and 365 days for final completion.

**C-520 Agreement**  
**Page 1 of 8**

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 335 days for the Base Bid items after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 365 days after the date when the Contract Times commence to run for the Base Bid items.

### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## ARTICLE 5 – CONTRACT PRICE

### 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in the attached, Contractor's Bid Form.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage)
- B. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage) Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied any applicable: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (C-520 pages 1 to 8, inclusive).
  - 2. Performance bond (C-610 pages 1 to 3, inclusive).
  - 3. Payment bond (C-615 pages 1 to 3, inclusive).
  - 4. Other bonds – N/A
    - a. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 5. General Conditions (C-700 pages 1 to 64, inclusive).
  - 6. Supplementary Conditions Part A and Supplementary Conditions Part B.
    - a. In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern.

- b. If there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern.
  - c. If there is any conflict between the terms of Supplementary Conditions Part A and Supplementary Conditions Part B, then Supplementary Conditions Part B shall control; provided, that to the greatest extent practicable, Supplementary Conditions Part A and Supplementary Conditions Part B are to be construed and interpreted in such a way as to complement one another and not create a direct conflict.
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Compact Disc containing an interactive GIS map, Master Spreadsheet and CCTV inspection videos (not attached but incorporated by reference).
- 9. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *No damage for Delay*

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

#### 10.07 *[This section intentionally omitted.]*

#### 10.08 *Indemnification.*

- A. Contractor shall defend, hold harmless and indemnify Owner, its officers, agents, engineers, attorneys and employees from any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Contract.

#### 10.09 *Amendments*

- A. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written, properly signed instrument by the parties duly authorized representative. This requirement includes all change orders, which shall not arise under any other circumstances, including verbally, cumulatively, or by any course of conduct. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the purpose given, and shall be valid and binding only if it is signed by all parties to this Agreement. The failure of Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision.

#### 10.10 *Choice of Law.*

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. All disputes will be resolved in accordance with Addendum B of the Supplementary Conditions. Provided, if any litigation arising under the Agreement must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the Middle District of Tennessee.

#### 10.11 *Integration.*

- A. This Agreement, which includes all Contract Documents as identified herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Agreement, except as specified or referenced herein. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

#### 10.12 *Counterparts.*

- A. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

B. IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:  
CITY OF MURFREESBORO

CONTRACTOR:

\_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_  
(If Contractor is a corporation, a partnership, or a  
joint venture, attach evidence of authority to  
sign.)

ATTEST:

ATTEST:

\_\_\_\_\_  
Jennifer Brown, City Recorder

By: \_\_\_\_\_

Print: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Adam F. Tucker, City Attorney

Address for giving notices:

Address for giving notices:

1725 South Church Street  
Murfreesboro, TN 37130

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:  
Attn: City Attorney  
111 West Vine Street  
Murfreesboro, TN 37130

License No.: \_\_\_\_\_  
(where applicable)

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/2021**

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**Item Title:** Board of Zoning Appeals

**Department:** Mayor and Council

**Presented by:** Mayor Shane McFarland

**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**

Appointments to the Board of Zoning Appeals.

**Background Information**

The Board of Zoning Appeals hears requests for variances from the Zoning and Sign Ordinances, requests for Special Use Permits as set forth in the Zoning Ordinance and appeals from the administrative decisions.

As established by M.C.C., Appendix A, §30 the Board consists of five members who serve three-year, staggered terms.

**Council Priorities Served**

*Establish strong City brand*

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

**Attachments**

Memo from Mayor McFarland

# COUNCIL COMMUNICATION

**Meeting Date: 07/29/2021**

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**Item Title:** Planning Commission

**Department:** Mayor and Council

**Presented by:** Mayor Shane McFarland

**Requested Council Action:**

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

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**Summary**

Reappointments to the Planning Commission.

**Background Information**

The Planning Commission is responsible for coordinating the physical development of the community by developing comprehensive land use plans, zoning regulations, a major thoroughfare plan and other plans and ordinances.

As established by M.C.C. §22-2 the Planning Commission consists of seven members who serve three-year, staggered terms.

**Council Priorities Served**

*Establish strong City brand*

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

**Attachments**

Memo from Mayor McFarland

# COUNCIL COMMUNICATION

Meeting Date: 07/29/2021

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**Item Title:** Water Resources Board Appointment

**Department:** Administration

**Presented by:** Mayor McFarland

**Requested Council Action:**

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

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**Summary**

Reappointment to the Water Resources Board.

**Background Information**

The Board supervises and controls the water and sewer systems of the City in cooperation with the City Manager.

As established by M.C.C. §2-76, there are eight members appointed for four-year terms.

**Council Priorities Served**

*Engaging Our Community*

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

**Attachments:**

Memo from Mayor McFarland