

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**October 19, 2023**

**PRAYER**

Mr. Kirt Wade

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

STARS Award: Richard Johnson

**Public Comment on Actionable Agenda Items**

**Consent Agenda**

1. PILOT Program for Murfreesboro Housing Authority (Administration)
2. Town Creek Supplemental Agreement (Administration)
3. Affordable Housing Program - Legacy Pointe (Community Development)
4. Retail Liquor Certificate of Compliance - The Wine Cellar - Ownership Change (Finance)
5. Mandatory Referral for Abandonment of a Portion of a Drainage Easement along Herring Crossing (Planning)
6. Concrete and Asphalt Purchase Report (Street)
7. Contract with TDOT for FY24 Operating Assistance (Transportation)

**Minutes**

8. Minutes of City Council Meetings October 12, 2022 (Finance)

**Old Business**

Land Use Matters

9. Sewer Allocation Variance- Old Fort Parkway – Dutch Bros. Coffee (Planning)

**New Business**

Land Use Matters

10. Rezoning property along Medical Center Parkway and Robert Rose Drive (Planning)
  - a. Public Hearing: Zoning of 13.8 acres
  - b. First Reading: Ordinance 23-OZ-41
11. Amending the PND zoning for property along Manson Pike (Planning)
  - a. Public Hearing: Amend the zoning of 8.23 acres
  - b. First Reading: Ordinance 23-OZ-42
12. Rezoning property along Medical Center Parkway (Planning)
  - a. Public Hearing: Rezone 12.0 acres
  - b. First Reading: Ordinance 23-OZ-43
13. Planning Commission Recommendations (Planning)

### Ordinance and Resolution

- 14. Modify City Code §§ 21-23(C) and 21-71 (Administration)  
First Reading: Ordinance 23-O-31
- 15. Resolution 23-R-30 Schools Budget Amendment #3 (Schools)

### On Motion

- 16. Housing Rehabilitation - 1110 Wingate (Community Development)
- 17. Purchase of Service Truck (Fleet)
- 18. Amendment 3 to Motorola Radio System Maintenance Agreement (Police)
- 19. Purchase of Police Vehicles from Alan Jay Automotive (Police)
- 20. Virtra, Inc. Subscription Training and Equipment Partnership Agreement (Police)
- 21. Purchase of Public Works Vehicle (Street)

### **Board & Commission Appointments**

#### **Licensing**

- 22. Beer Permits (Finance)

#### **Payment of Statements**

#### **Other Business**

#### **Adjourn**



## COUNCIL COMMUNICATION

Meeting Date: 10/19/2023

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**Item Title:** PILOT Program for Murfreesboro Housing Authority

**Department:** Administration

**Presented by:** Craig Tindall, City 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**

Agreement for Murfreesboro Housing Authority (HAS) payments in lieu of taxes (PILOT).

**Staff Recommendation**

Approve Cooperation Agreement with MHA.

**Background Information**

MHA and the City previously entered into Cooperation Agreements governing payments in lieu of taxes and services provided in consideration thereof, for both public housing and LIHTC developments developed and operated by the Local Authority and its partners. MHA desires to retain those agreements for existing sites, including the Cooperation Agreement covering all local-owned sites and those Cooperation Agreements covering existing housing units at Westbrooks Tower LIHTC Development, Mercury Court Development, Parkside Development, and Oakland Courts LIHTC Development, Phases 1 and 2, and this Agreement does not alter the terms of those agreements.

The proposed agreement covers the Mercury Court LIHTC Project and the Parkside LIHTC sites that are being redeveloped with new housing units in accordance with LIHTC requirements, including the LIHTC Income and Rent Restrictions, which are specified in the agreement. MHA anticipates that additional sites will be developed or transitioned from public housing to LIHTC Projects, and the Municipality has agreed to incorporate such sites, as they are completed, into this Agreement.

**Council Priorities Served**

*Establish strong City brand*

Supporting affordable housing within the City has significant benefits to many aspects of the communities livability.

**Fiscal Impact**

The City will receive a marginal amount that is supportive of the project for lower income housing but which will offset some of the costs incurred by the City to provide municipal services.

**Attachments**

Cooperation Agreement with Murfreesboro Housing Authority

# COOPERATION AGREEMENT

## Governing Payments In Lieu of Taxes for Murfreesboro Housing Authority Low Income Housing Tax Credit Sites Completed after January 1, 2024

THIS COOPERATION AGREEMENT (the "**Agreement**") entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2023 (the "**Effective Date**"), by and between the MURFREESBORO HOUSING AUTHORITY, a public body corporate and politic, organized and existing under the laws of the State of Tennessee (the "**Local Authority**") and the CITY OF MURFREESBORO, TENNESSEE (the "**Municipality**") in connection with Payments in Lieu of Taxes for the Low Income Housing Tax Credit ("**LIHTC**") Projects described below.

### RECITALS

**WHEREAS**, the Local Authority and the Municipality previously entered into Cooperation Agreements governing payments in lieu of taxes and services provided in consideration thereof, for both public housing and LIHTC developments developed and operated by the Local Authority and its partners; and

**WHEREAS**, the Local Authority and the Municipality wish to retain those agreements for existing sites, including the Cooperation Agreement covering all local-owned sites and those Cooperation Agreements covering existing housing units at Westbrooks Tower LIHTC Development, Mercury Court Development, Parkside Development, and Oakland Courts LIHTC Development, Phases 1 and 2, and this Agreement does not alter the terms of those agreements; and

**WHEREAS**, this Agreement covers the Mercury Court LIHTC Project and the Parkside LIHTC sites that are being redeveloped with new housing units in accordance with LIHTC requirements, including the LIHTC Income and Rent Restrictions, both terms as defined below; and

**WHEREAS**, the Local Authority anticipates that additional sites will be developed or transitioned from public housing to LIHTC Projects, and the Municipality has agreed to incorporate such sites, as they are completed, into this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth the parties hereto do agree as follows:

I        Whenever used in this Agreement:

- a.        The term "**LIHTC Projects**" and singularly a "**LIHTC Project**" shall mean developments that sit on real property owned by the Local Authority and that include units (each a "**Unit**") developed in accordance with the low income housing tax credit requirements of Section 42 of the Internal Revenue Code of 1986, as amended (the "**LIHTC Requirements**"), and which Units are rented to individuals with incomes of less than eighty percent (80%) of the area median income for Nashville-Davidson-Murfreesboro-Franklin, Tennessee MSA (as published annually by the U.S. Department of Housing and Urban Development) with an average per LIHTC Project area median income of less than sixty percent (60%) (collectively, the "**LIHTC Income and Rent Restrictions**"), in accordance with the applicable

Qualified Allocation Plan of the Tennessee Housing Development Agency ("THDA"), all such LIHTC Projects having been determined by the Local Authority to be in furtherance of its public purposes. The current list of LIHTC Projects covered by this Agreement is Exhibit A attached hereto. Such list of LIHTC Projects shall be amended as needed to incorporate additional LIHTC Projects developed in connection with the Local Authority.

- b. The term "**Taxing Body**" shall mean the State of Tennessee or any political subdivision or taxing unit thereof in which the LIHTC Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the LIHTC Project if it were not exempt from taxation.
  - c. The term "**Shelter Rent**" shall mean the total of all charges to all tenants of the LIHTC Project for dwelling rents and non-dwelling rents (excluding all other income of the LIHTC Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- 2. The Local Authority and its partners have secured low-income housing tax credits or equivalent governmental financing from THDA covering a portion of the construction of the LIHTC Projects in order to develop or acquire and administer the LIHTC Project.
- 3.
  - a. Under the constitution and statutes of the State of Tennessee, each LIHTC Project is exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to the LIHTC Project, so long as either (i) the LIHTC Project is leased or owned by the Local Authority and remains subject to the LIHTC Income and Rent Restrictions, or (ii) any contract remains in effect between the Local Authority or the State of Tennessee, or any agencies thereof (the "**Government**") for loans or annual contributions, or both, in connection with the LIHTC Project, or (iii) any bonds issued in connection with the LIHTC Project or any monies due to the Government in connection with the LIHTC Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon the LIHTC Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called Payments in Lieu of Taxes) in lieu of such taxes.
  - b. Each such Payment in Lieu of Taxes ("**PILOT**") shall be made annually on or before the date such taxes are due (currently February 28), and shall be in an amount equal to the lesser of: (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Owner in respect to the LIHTC Project during such fiscal year; and (ii) fifty dollars (\$50.00) per Unit per year. A copy of the certified audit shall accompany the PILOT submittal, which shall be submitted no later than sixty (60) days after HUD accepts the audit.
  - c. No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes that would have been paid to the Municipality for such year if the LIHTC Project were not exempt from taxation.

- d. Upon failure of the Local Authority to make any PILOT when due, the Municipality shall provide notice to the Local Authority. In the event that Owner fails to cure the nonpayment default within ten (10) days, the Municipality shall pursue its rights and remedies arising under the applicable round lease.
- 4. During that period in which PILOT payments are made for each LIHTC Project, the Municipality, without cost or charge to the Local Authority or the tenants of the LIHTC Project (other than the PILOT) shall:
  - a. Furnish or cause to be furnished to the Local Authority and the tenants of the LIHTC Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
  - b. Accept grants or easements necessary for the development of the LIHTC Project; and
  - c. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of the LIHTC Project.
- 5. In respect to the LIHTC Project, the Municipality further agrees that within a reasonable time after receipt of a written request from the Local Authority:
  - a. Upon request of the Local Authority, and after all improvements conform to the Municipality's ordinances and requirements, the Municipality will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of the LIHTC Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Owner, at its own expense, has completed the grading, improvement, paving, and installation in accordance with specifications acceptable to the Municipality;
  - b. The Municipality will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding the LIHTC Project or as necessary to provide adequate access; and
  - c. At the Local Authority's expense, the Municipality will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to the LIHTC Project and serving the bounding streets.
- 6. No Cooperation Agreement between the Municipality and the Local Authority executed prior to the Effective Date of this Agreement shall be construed to apply to the LIHTC Projects covered by this Agreement.
- 7. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to the LIHTC Projects during their tenure or for one (1) year after shall have any interest, direct or indirect, in the LIHTC Projects or any property included or planned to be included in the LIHTC Projects, or any contracts in connection with the LIHTC Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest,

they shall immediately disclose such interest to the Local Authority.

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively signed and executed this Agreement as of the Effective Date written above.

**City of Murfreesboro, Tennessee**

**Murfreesboro Housing Authority**

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

\_\_\_\_\_  
Thomas Rowe, CEO

**Attest:**

\_\_\_\_\_  
Jennifer Brown, City Recorder

**Approved as to form:**

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

**EXHIBIT A**

**Murfreesboro Housing Authority LIHTC Projects**  
(as of October 10, 2023)

| Owner                  | Address                               | Total<br>Units | LIHTC<br>Units |
|------------------------|---------------------------------------|----------------|----------------|
| 1. Mercury Court L.P.  | 415 N. Maple Street, Murfreesboro, TN | 34             | 34             |
| 2. Parkside 2021, L.P. | 415 N. Maple Street, Murfreesboro, TN | 46             | 46             |

# COUNCIL COMMUNICATION

Meeting Date: 10/19/2023

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**Item Title:** Town Creek Phase II  
**Department:** Development Services  
**Presented by:** Gabriel Moore, Project Engineer

**Requested Council Action:**

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

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**Summary**

Supplemental Agreement No.2 for additional appraisal, negotiation, and relocation services for the acquisition of additional tract along the Town Creek corridor.

**Staff Recommendation**

Approve Supplemental Agreement No.2 with Volkert, Inc. for additional appraisal, negotiation, and relocation services.

**Background Information**

The Supplemental Agreement is needed to acquire additional property that was outside the original contractual scope of work with Volkert, Inc. for acquisition services. The additional services will be funded from the General Fund for \$10,500.

**Council Priorities Served**

*Responsible budgeting*

Utilization of federal stimulus funds for the stormwater elements of this project offset City funds to be applied toward local expenditures.

*Improve economic development*

This project and the related public improvements enhance the entrance to downtown Murfreesboro and encourage redevelopment in the Historic Bottoms.

**Fiscal Impact**

The expenses, \$10,500, will be funded by the General Fund.

**Attachments**

1. Supplemental Agreement No. 2 To Contract For Professional Services  
Dated January 2022 Between City of Murfreesboro and Volkert, Inc.



**SUPPLEMENTAL AGREEMENT NO. 2  
TO CONTRACT FOR PROFESSIONAL SERVICES  
DATED JANUARY 2022 BETWEEN  
City of Murfreesboro AND Volkert, Inc.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the \_\_\_\_day of \_\_\_\_\_, 20\_\_, by and between City of Murfreesboro (hereinafter called the OWNER), and Volkert, Inc. (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the OWNER and the CONSULTANT entered into an Agreement on the 26th day of January 2022, (Original Contract) whereby, the CONSULTANT is to provide all necessary professional services associated with Town Creek ROW, all as more specifically set forth in said Agreement, and

WHEREAS, the OWNER now desires to proceed with additional services as described below, and

WHEREAS, the CONSULTANT is agreeable to completing the required work for fees that are acceptable to the OWNER, and

WHEREAS, the Original Contract shall govern this Supplemental Agreement and is incorporated by reference herein,

NOW THEREFORE, it is hereby agreed between the parties hereto that the Original Contract be supplemented as follows:

Scope of Work to be provided is included at Attachment A.

Method of compensation to be as follows: \_\_  
Lump sum invoiced by percent complete

Time or beginning and completion of work to be as follows:  
September 2023 – March 2024 (expected)

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

CONSULTANT: VOLKERT, INC.

By: (signature) \_\_\_\_\_

Print name: Shane McFarland

Title: Mayor

Date \_\_\_\_\_

Signed: \_\_\_\_\_

By: (signature) \_\_\_\_\_

Print name: Justin Eckel

Title: Vice President

Date \_\_\_\_\_

Signed: 9/14/2023

Approved as to Form

By: (signature) \_\_\_\_\_

Print Name: Adam Tucker

Title: City Attorney

Date Signed: \_\_\_\_\_

## Attachment A

September 14, 2023

Jim Kerr  
Transportation Director  
City of Murfreesboro  
111 West Vine Street  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

**Re: Town Creek NW Broad Street Tract 8  
Right-of-Way Acquisition Scope of Services - Supplement**

Dear Jim:

Volkert, Inc. appreciates the opportunity to submit this supplement request for the Right-of-Way Acquisition and Relocation of the Town Creek project on NW Broad and Hickerson Drive within the City of Murfreesboro, Tennessee.

**Relocation Scope of Services – Additional Offer & Relo for Tract 8**

It is our understanding the acquisition for Tract has been revised from a partial to a full take. This will require a new offer and relocation. The fee for the additional offer and relocation for the Town Creek project on NW Broad and Hickerson Drive will be \$10,500. This is a not-to-exceed lump sum fee and will be invoiced on a monthly basis as work is completed. The breakdown is as follows:

- Volkert's fee for the Acquisition Offer is \$4,000.
- Volkert's fee to conduct relocation services is \$6,500.

Volkert, Inc. appreciates the opportunity to submit this supplemental scope of services. If you have any questions, please feel free to contact me. We look forward to working with you on this very important and exciting project for the City of Murfreesboro.

Sincerely,



Dyan C. Damron, PE, PTP  
Director of Traffic, Planning & ROW  
Volkert, Inc.



Justin Eckel, PE  
Vice President  
Volkert, Inc.

# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

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**Item Title:** Affordable Housing Program – Legacy Pointe Development

**Department:** Community Development

**Presented by:** Robert Holtz, Director of Community 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**

Down payment assistance from federal Community Development Block Grant (CDBG) funds for the City's Affordable Housing Assistance Program.

**Staff Recommendation**

Approve the expenditure from CDBG funds for down payment assistance.

**Background Information**

The purchasers of two new homes (2822 Humanity Trail and 2826 Humanity Trail) constructed in Legacy Pointe developed by Habitat for Humanity has applied for down payment assistance under the City's Affordable Housing Assistance Program. The applicant meets the qualifications for assistance. The program will provide \$10,000 towards each down payment from existing Community Development Block Grant (CDBG) funds.

**Council Priorities Served**

*Responsible Budgeting*

Use of federal funds to assist in community development beneficial supplements the City's budget to improve the living standards of the community.

**Fiscal Impact**

The expenditure, \$20,000, is fully funded by CDBG funds allocated to the City's Affordable Housing Assistance Program.

# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

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**Item Title:** Retail Liquor Certificate of Compliance – The Wine Cellar – Ownership Change

**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**

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 Jignendra Patel for The Wine Cellar at 2206 Memorial Blvd, which is a change of ownership for a 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>                       | Jignendra Patel        |
| <b>Age</b>                        | 41                     |
| <b>Home Address</b>               | 1026 Bonair Dr.        |
| <b>Residency City/State</b>       | Williamsport, PA 17701 |
| <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>  | The Wine Cellar     |
| <b>Business Location</b> | 2206 Memorial Blvd. |

### Type of Application:

|                         |             |
|-------------------------|-------------|
| <b>New Location</b>     | _____       |
| <b>Ownership Change</b> | _____X_____ |
| <b>Name Change</b>      | _____       |

|                        |             |
|------------------------|-------------|
| <b>Corporation</b>     | _____       |
| <b>Partnership</b>     | _____       |
| <b>LLC</b>             | _____X_____ |
| <b>Sole Proprietor</b> | _____       |

|  |           |
|--|-----------|
| <b>Application Completed Properly?</b> | Yes       |
| <b>Application Completion Date:</b>    | 10/1/2023 |

The actual application is available in the office of the City Recorder.

# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

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**Item Title:** Mandatory Referral for Abandonment of a Portion of a Drainage Easement along Herring Crossing

**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 allow abandonment of a portion of a drainage easement on property located along Herring Crossing west of Lascassas Pike.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on October 11, 2023.

**Background Information**

In this mandatory referral [2023-729], Council is being asked to consider abandoning a portion of an existing 20' drainage easement. The easement is located on property located along Lascassas Pike and Herring Crossing, which is currently under development as Rockbridge Cove Annex. The approved site plan for Rockbridge Cove Annex includes three townhome buildings. The first townhome building was recently completed, and it was built within a drainage easement. This mandatory referral has been submitted to remedy the building encroachment into the drainage easement. The drainage infrastructure was not actually centered within the existing drainage easement. The easement is proposed to be relocated so that it is actually centered over the infrastructure and so that the existing structure will no longer encroach into the easement. Once relocated, the portion of the existing drainage easement in question will no longer be necessary. The City Engineer has reviewed the application and does not object to this request. Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

- 1) The request to abandon the drainage easement should be subject to submission and recording of a subdivision plat that relocates the easement.
- 2) The new easement shall be 10' each side of the existing drainage facility as determined by a field run survey.
- 3) The recording of the quitclaim deed formally abandoning the drainage easement and final plat dedicating the new drainage easement should be done



simultaneously.

- 4) The easement abandonment should be subject to the final approval of the legal documents by the City Legal Department.
- 5) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for this easement abandonment (including, but not limited to, any exhibits and legal descriptions needed).
- 6) The applicant will be responsible for recording the legal documents, including payment of the recording fees.

### **Council Priorities Served**

#### *Establish Strong City Brand*

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

### **Attachments:**

1. Staff comments from 10/11/2023 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
OCTOBER 11, 2023  
PROJECT PLANNER: BRAD BARBEE**

- 7.a. Mandatory Referral [2023-729] to consider the abandonment of a portion of a drainage easement on property located along Herring Crossing, Huddleston-Steele Engineering, Inc. on behalf of Kathy Nobles, applicant.**



In this mandatory referral, the Planning Commission is being asked to consider the abandonment and relocation of a portion of an existing 20ft drainage easement. The easement is located on property located along Lascassas Pike and Herring Crossing (Map 81J, Group C, Parcels 16.00 and 17.00), which is currently under development as Rockbridge Cove Annex. The easement is labeled on the above exhibit.

The site plan for Rockbridge Cove Annex included three townhome buildings. The approved site plan denoted that the lot being developed with the three new townhome buildings would be combined with the lot containing the existing Rockbridge Cove development via a resubdivision plat. The resubdivision plat has not yet been approved or recorded. The first townhome building was recently completed, and it was built on the common property line. In addition, it was built within a drainage easement. The developer has since submitted a resubdivision plat to combine the two parcels, and it is currently under review. This mandatory referral has been submitted to remedy the building encroachment into the drainage easement. The drainage infrastructure was not actually centered within the existing drainage easement. The easement is proposed to be relocated so that it is actually centered over the infrastructure and so that the existing structure and the drainage easement are not sharing the same space. Once relocated, the portion of the existing drainage easement in question will no longer be necessary.

The City Engineer has reviewed the application and is supportive of the request with the conditions enumerated below.

Staff recommends that the Planning Commission recommend approval of this abandonment to the City Council subject to the following conditions:

- 1) The request to abandon the drainage easement should be subject to submission and recording of a subdivision plat that relocates the easement.
- 2) The new easement shall be 10' each side of the existing drainage facility as determined by a field run survey.
- 3) The recording of the quitclaim deed formally abandoning the drainage easement and final plat dedicating the new drainage easement should be done simultaneously.
- 4) The easement abandonment should be subject to the final approval of the legal documents by the City Legal Department.
- 5) The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for this easement abandonment (including, but not limited to, any exhibits and legal descriptions needed).
- 6) The applicant will be responsible for recording the legal documents, including payment of the recording fees.



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: Emerald Place, Lot 4 (aka Rockbridge Cove Townhomes)

Tax Map/Group/Parcel: 815, "C", 16217 Address (if applicable): Herring Xing

Street Name (if abandonment of ROW): NA

Type of Mandatory Referral: Easement abandonment

Applicant Information:

Name of Applicant: Kathy Nobles

Company Name (if applicable): Equity Programmers, Inc.

Street Address or PO Box: P.O. Box 331258

City: Murfreesboro

State: TN

Zip Code: 37133

Email Address: kmnobiles8@gmail.com

Phone Number: 615-542-6796

Required Attachments:

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

Kathy M. Nobles

Applicant Signature

9-12-23

Date

September 13, 2023

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

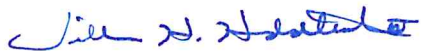
Re: Abandonment of portion of 20' Drainage Easement  
Emerald Place, Lot 4  
Murfreesboro, TN

Dear Greg:

At the request of our client, Mrs. Kathy Nobles, we hereby make a request to abandon a portion of a 20' Drainage Easement as shown on Plat Book 34, Page 2 (Emerald Place), and Plat 37, Page 113, and Plat Book 39, Page 99 (Rockbridge Cove Townhomes HPR Plats). We ask for this request to be granted with a mandatory referral by Planning Commission and City Council. The property description and exhibit of this portion of easement to be abandoned are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.



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

Cc: Kathy Nobles



Property Description  
Lot 4, Emerald Place  
(Plat Book 34, Page 2)  
and  
Rockbridge Cove Townhomes  
(Plat Book 37, Page 113 &  
Plat Book 39, Page 99)  
Tax Map 81J, Group C, Parcel 17.00

Abandonment of Portion of 20' Drainage Easement

Located in the 13th Civil District of Rutherford County, Tennessee. Bounded on northwest and northeast by the remaining portion of Lot 4, Emerald Place (Plat Book 34, Page 2); and on the southeast by Lot 3, Emerald Place (Plat Book 42, Page 39).

Commencing at an iron pin at the northernmost corner of Miteshkuma Arvindkumar Patel (Record Book 1693, Page 2172), being an interior corner of Lot 3, Emerald Place;

Thence through the property of Lot 3, Emerald Place, N54°04'15"W, 255.53 feet to the Point of Beginning, being in the northwest line of Lot 3, Emerald Place, and the southernmost corner of this tract;

Thence through the property of Lot 4, Emerald Place, N30°15'33"E, 127.47 feet to a point in the southeast line of an existing 20' Drainage Easement;

Thence with said southeast line, N39°17'12"E, 63.71 feet to a point, being the northernmost corner of this tract;

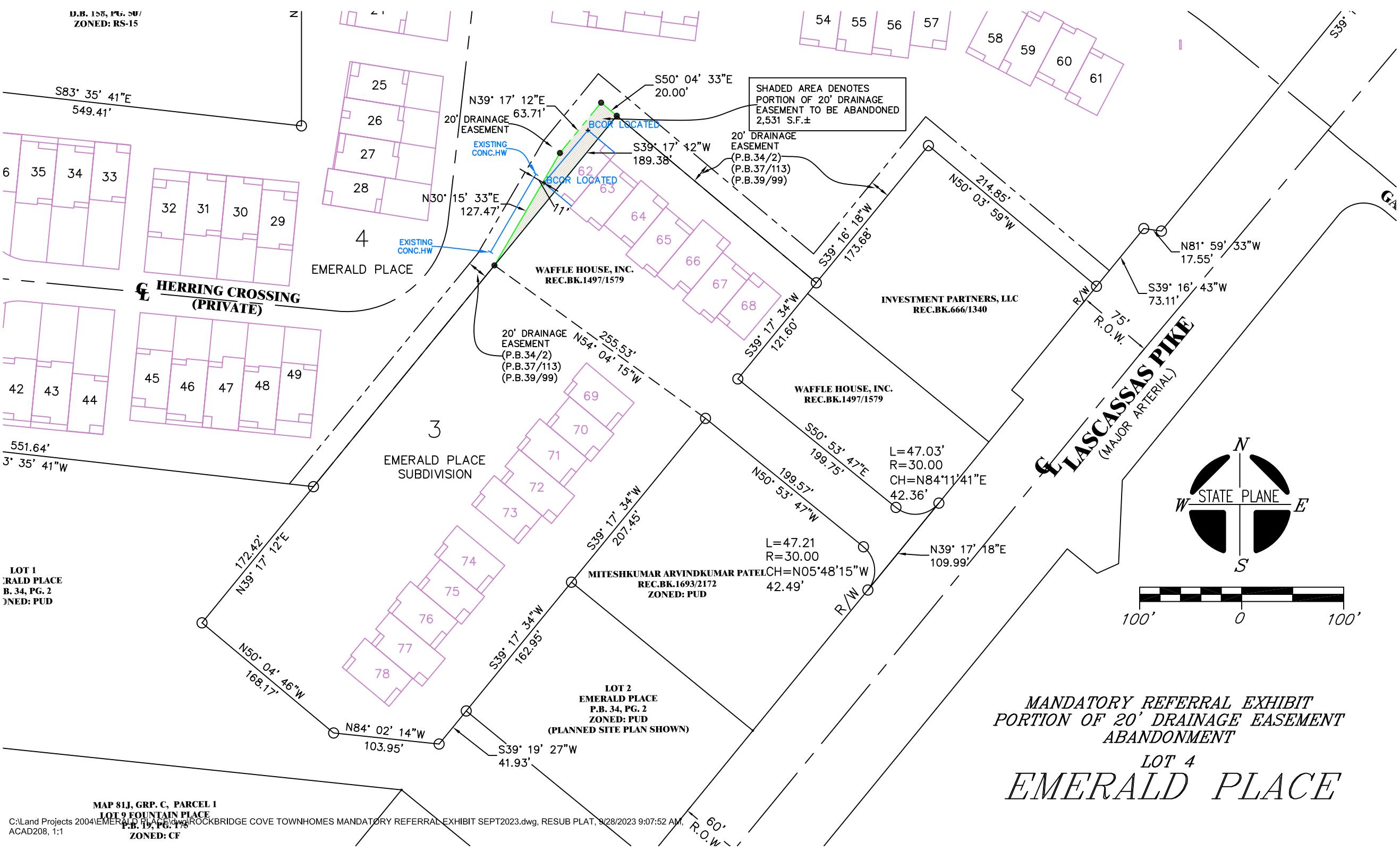
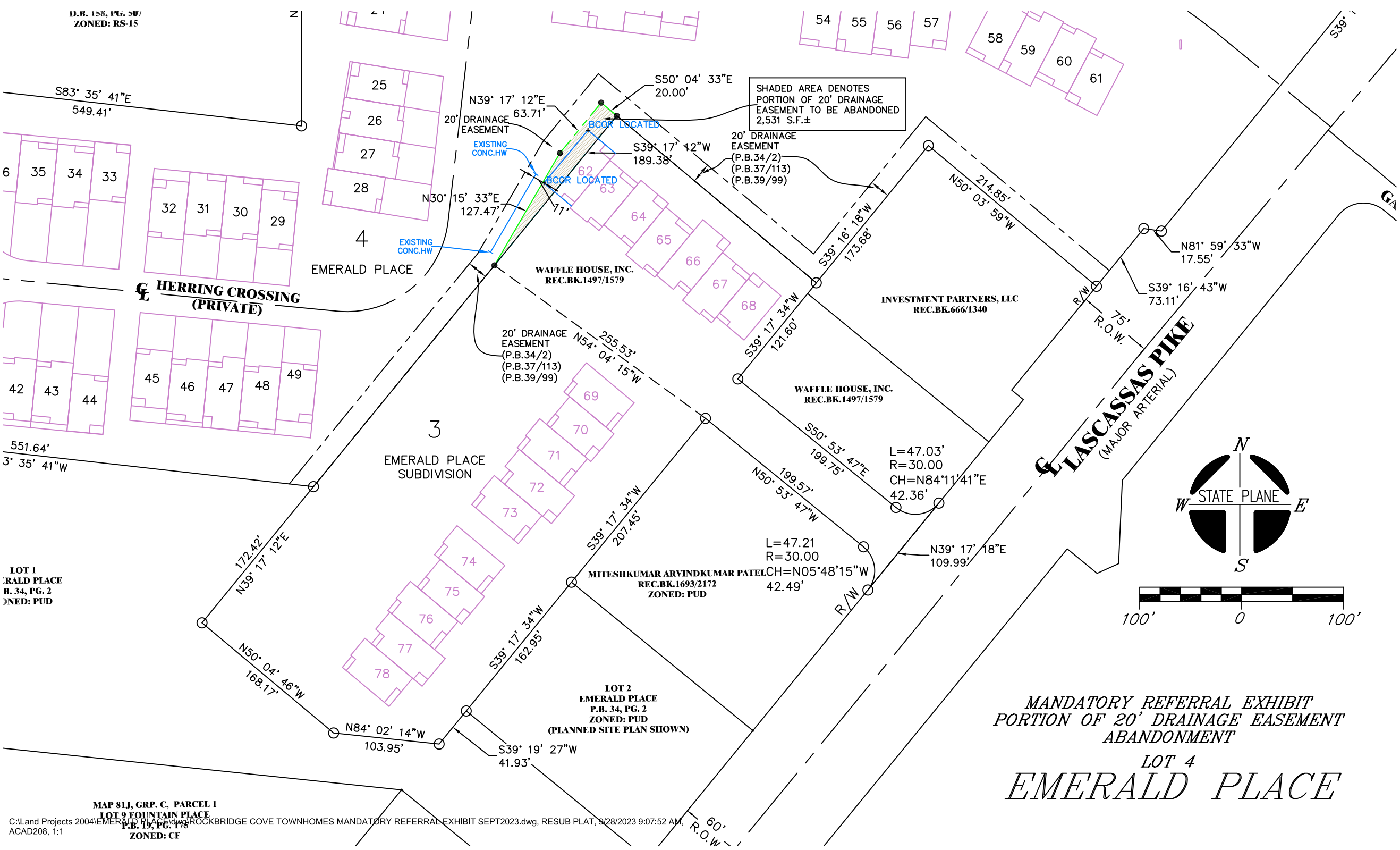
Thence S50°04'33"E, 20.00 feet to a point, being an interior corner of Lot 4, Emerald Place, and the easternmost corner of this tract;

Thence with the northwest line of Lot 3, Emerald Place, S39°17'12"W, 189.38 feet to the Point of Beginning, being 2,531 square feet, 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



[illegible][illegible][illegible][illegible]

**D.B. 155, PG. 50/  
ZONED: RS-15**

S83° 35' 41"E  
549.41'

N39° 17' 12"E  
63.71'

20' DRAINAGE EASEMENT

EXISTING CONC.HW

N30° 15' 33"E  
127.47'

EMERALD PLACE

HERRING CROSSING (PRIVATE)

LOT 1  
EMERALD PLACE  
P.B. 34, PG. 2  
ZONED: PUD

LOT 2  
EMERALD PLACE  
P.B. 34, PG. 2  
ZONED: PUD  
(PLANNED SITE PLAN SHOWN)

LOT 3  
EMERALD PLACE SUBDIVISION

LOT 4  
EMERALD PLACE

WAFLE HOUSE, INC.  
REC.BK.1497/1579

INVESTMENT PARTNERS, LLC  
REC.BK.666/1340

MITESHKUMAR ARVINDKUMAR PATEL  
REC.BK.1693/2172  
ZONED: PUD

SHADED AREA DENOTES  
PORTION OF 20' DRAINAGE  
EASEMENT TO BE ABANDONED  
2,531 S.F.±

B/COR LOCATED

B/COR LOCATED

S50° 04' 33"E  
20.00'

S39° 17' 12"W  
189.38'

20' DRAINAGE EASEMENT  
(P.B.34/2)  
(P.B.37/113)  
(P.B.39/99)

N54° 04' 15"W  
255.53'

S39° 17' 34"W  
121.60'

S39° 16' 18"W  
173.68'

N50° 03' 59"W  
214.85'

N81° 59' 33"W  
17.55'

S39° 16' 43"W  
73.11'

R/W  
R.O.W.

L=47.03'  
R=30.00  
CH=N84°11'41"E  
42.36'

L=47.21  
R=30.00  
CH=N05°48'15"W  
42.49'

N39° 17' 18"E  
109.99'

N50° 53' 47"E  
199.75'

N50° 53' 47"W  
199.57'

S50° 53' 47"E  
199.75'

S39° 17' 34"W  
207.45'

S39° 17' 34"W  
162.95'

N84° 02' 14"W  
103.95'

N50° 04' 46"W  
168.17'

N39° 17' 12"E  
172.42'

STATE PLANE

100' 0 100'

MANDATORY REFERRAL EXHIBIT  
PORTION OF 20' DRAINAGE EASEMENT  
ABANDONMENT  
LOT 4  
EMERALD PLACE

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ACAD208, 1:1

**D.B. 155, PG. 50/  
ZONED: RS-15**

S83° 35' 41"E  
549.41'

N39° 17' 12"E  
63.71'  
N30° 15' 33"E  
127.47'

20' DRAINAGE EASEMENT  
EXISTING CONC.HW

EMERALD PLACE

HERRING CROSSING (PRIVATE)

LOT 1 EMERALD PLACE  
P.B. 34, PG. 2  
ZONED: PUD

LOT 2 EMERALD PLACE  
P.B. 34, PG. 2  
ZONED: PUD  
(PLANNED SITE PLAN SHOWN)

MITESHKUMAR ARVINDKUMAR PATEL  
REC.BK.1693/2172  
ZONED: PUD

WAFFLE HOUSE, INC.  
REC.BK.1497/1579

INVESTMENT PARTNERS, LLC  
REC.BK.666/1340

L=47.03'  
R=30.00  
CH=N84°11'41"E  
42.36'

L=47.21  
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S39° 17' 12"W  
189.38'

S39° 16' 18"W  
173.68'

N50° 03' 59"W  
214.85'

N81° 59' 33"W  
17.55'

S39° 16' 43"W  
73.11'

R/W R.O.W.

LASCASSAS PIKE  
(MAJOR ARTERIAL)

STATE PLANE

100' 0 100'

**MANDATORY REFERRAL EXHIBIT  
PORTION OF 20' DRAINAGE EASEMENT  
ABANDONMENT  
LOT 4  
EMERALD PLACE**

**MAP 81J, GRP. C, PARCEL 1  
LOT 2 FOUNTAIN PLACE  
P.B. 19, PG. 175  
ZONED: CF**

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20' DRAINAGE EASEMENT

EXISTING CONC.HW

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P.B. 34, PG. 2  
ZONED: PUD

LOT 2 EMERALD PLACE  
P.B. 34, PG. 2  
ZONED: PUD  
(PLANNED SITE PLAN SHOWN)

MITESHKUMAR ARVINDKUMAR PATEL  
REC.BK.1693/2172  
ZONED: PUD

WAFFLE HOUSE, INC.  
REC.BK.1497/1579

INVESTMENT PARTNERS, LLC  
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N39° 17' 18"E  
109.99'

R/W

R/O.W.

LASCASSAS PIKE  
(MAJOR ARTERIAL)

STATE PLANE

100' 0 100'

**MANDATORY REFERRAL EXHIBIT  
PORTION OF 20' DRAINAGE EASEMENT  
ABANDONMENT  
LOT 4  
EMERALD PLACE**

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[illegible]

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REC.BK.1693/2172  
ZONED: PUD

SHADE AREA DENOTES  
PORTION OF 20' DRAINAGE  
EASEMENT TO BE ABANDONED  
2,531 S.F.±

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20' DRAINAGE EASEMENT  
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(P.B.37/113)  
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N81° 59' 33"W  
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STATE PLANE

100' 0 100'

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PORTION OF 20' DRAINAGE EASEMENT  
ABANDONMENT  
LOT 4  
EMERALD PLACE

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## COUNCIL COMMUNICATION

Meeting Date: 10/19/2023

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**Item Title:** Asphalt and Concrete Purchase Report  
**Department:** Street  
**Presented by:** Raymond Hillis, Executive Director, Public Works  
**Requested Council Action:**

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

---

### Summary

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. This report is for the months of July and August of 2023.

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.

### Fiscal Impacts

Asphalt purchases, \$100,000, and concrete purchases, \$60,000, are funded by the Department's FY24 Budget.

### Attachments

Asphalt and Concrete Purchases Report



# STREET DEPARTMENT CONCRETE PURCHASES FY 24

| Invoice Date | Vendor              | Type              | Rate      | Yards | Surcharge | Total     | FY Total    |
|--------------|---------------------|-------------------|-----------|-------|-----------|-----------|-------------|
| 7/3/2023     | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2.5   |           | \$ 345.00 | \$ 345.00   |
| 7/3/2023     | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2.5   |           | \$ 276.00 | \$ 621.00   |
| 7/7/2023     | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2.5   |           | \$ 345.00 | \$ 966.00   |
| 7/10/2023    | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 1.5   |           | \$ 207.00 | \$ 1,173.00 |
| 7/11/2023    | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 1     |           | \$ 138.00 | \$ 1,311.00 |
| 7/11/2023    | Nashville Ready Mix | Retarder 1%       | \$ 4.00   | 1     |           | \$ 4.00   | \$ 1,315.00 |
| 7/11/2023    | Nashville Ready Mix | Full Fibers       | \$ 5.00   | 1     |           | \$ 5.00   | \$ 1,320.00 |
| 7/26/2023    | Nashville Ready Mix | 4000 PSI Chips    | \$ 140.00 | 1.5   |           | \$ 210.00 | \$ 1,530.00 |
|              | Nashville Ready Mix | Full Fibers       | \$ 5.00   | 1.5   |           | \$ 7.50   | \$ 1,537.50 |
| 7/31/2023    | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 1.5   |           | \$ 207.00 | \$ 1,744.50 |
| 8/1/2023     | Nashville Ready Mix | 4000 PSI Chips    | \$ 140.00 | 3.5   |           | \$ 490.00 | \$ 2,234.50 |
|              | Nashville Ready Mix | Min Load Charge   | \$ 75.00  | 1     |           | \$ 75.00  | \$ 2,309.50 |
|              | Nashville Ready Mix | Fuel Surcharge    | \$ 50.00  | 1     |           | \$ 50.00  | \$ 2,359.50 |
|              | Nashville Ready Mix | Full Fibers       | \$ 5.00   | 3.5   |           | \$ 17.50  | \$ 2,377.00 |
| 8/2/2023     | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2     |           | \$ 276.00 | \$ 2,653.00 |
| 8/9/2023     | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2     |           | \$ 276.00 | \$ 2,929.00 |
| 8/21/2023    | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 1.5   |           | \$ 207.00 | \$ 3,136.00 |
| 8/24/2023    | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2     |           | \$ 276.00 | \$ 3,412.00 |
| 8/29/2023    | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2     |           | \$ 276.00 | \$ 3,688.00 |
| 9/5/2023     | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 1     |           | \$ 138.00 | \$ 3,826.00 |
| 9/6/2023     | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2     |           | \$ 276.00 | \$ 4,102.00 |
| 9/7/2023     | Nashville Ready Mix | 3500 PSI Chips    | \$ 138.00 | 2     |           | \$ 276.00 | \$ 4,378.00 |
| 9/8/2023     | Nashville Ready Mix | 3500 PSI AE       | \$ 137.00 | 1.5   |           | \$ 205.50 | \$ 4,583.50 |
| 9/11/2023    | Nashville Ready Mix | 3500 PSI AE       | \$ 138.00 | 2     |           | \$ 276.00 | \$ 4,859.50 |
| 9/12/2023    | Nashville Ready Mix | 3500 PSI AE       | \$ 138.00 | 1     |           | \$ 138.00 | \$ 4,997.50 |
| 9/13/2023    | Nashville Ready Mix | 3500 PSI AE       | \$ 138.00 | 1.5   |           | \$ 207.00 | \$ 5,204.50 |
| 9/14/2023    | Nashville Ready Mix | 3500 PSI AE       | \$ 138.00 | 1     |           | \$ 138.00 | \$ 5,342.50 |
| 9/19/2023    | Nashville Ready Mix | 3500 PSI AE       | \$ 138.00 | 3     |           | \$ 414.00 | \$ 5,756.50 |
| 9/20/2023    | Nashville Ready Mix | 3500 PSI AE       | \$ 137.00 | 1     |           | \$ 137.00 | \$ 5,893.50 |
| 9/25/2023    | Nashville Ready Mix | 3500 PSI AE       | \$ 138.00 | 3     |           | \$ 414.00 | \$ 6,307.50 |
| 9/26/2023    | Nashville Ready Mix | 4000 PSI Chips AE | \$ 140.00 | 2     |           | \$ 280.00 | \$ 6,587.50 |
|              | Nashville Ready Mix | Full Fibers       | \$ 5.00   | 2     |           | \$ 10.00  | \$ 6,597.50 |
| 9/28/2023    | Nashville Ready Mix | 3500 PSI Chips AE | \$ 138.00 | 1.5   |           | \$ 207.00 | \$ 6,804.50 |

| Invoice Date | Vendor           | Type | Rate | Yards | Surcharge | Total | FY Total |
|--------------|------------------|------|------|-------|-----------|-------|----------|
|              | Orgain Ready Mix |      |      |       |           |       |          |

| Invoice Date | Vendor           | Type | Rate | Yards | Surcharge | Total | FY Total |
|--------------|------------------|------|------|-------|-----------|-------|----------|
|              | Smyrna Ready Mix |      |      |       |           |       |          |

# STREET DEPARTMENT ASPHALT PURCHASES FY 24

| Invoice Date | Vendor | Type | Rate | Tons | Total | FY Total |
|--------------|--------|------|------|------|-------|----------|
|--------------|--------|------|------|------|-------|----------|

Hawkins

| Invoice Date | Vendor | Type | Rate | Tons | Total | FY Total |
|--------------|--------|------|------|------|-------|----------|
|--------------|--------|------|------|------|-------|----------|

Blue Water

| Invoice Date | Vendor | Type | Rate | Tons | Total | FY Total |
|--------------|--------|------|------|------|-------|----------|
|--------------|--------|------|------|------|-------|----------|

|           |        |                |          |       |             |             |
|-----------|--------|----------------|----------|-------|-------------|-------------|
| 7/14/2023 | Vulcan | 411E PG 64-22  | \$ 84.50 | 4.19  | \$ 354.02   | \$ 354.02   |
| 8/31/2023 | Vulcan | 411E PG 64-22  | \$ 84.50 | 22.72 | \$ 1,919.62 | \$ 2,273.64 |
| 8/31/2023 | Vulcan | 307BM PG 64-22 | \$ 73.00 | 56.72 | \$ 4,140.72 | \$ 6,414.36 |

| Invoice Date | Vendor | Type | Rate | Tons | Total | FY Total |
|--------------|--------|------|------|------|-------|----------|
|--------------|--------|------|------|------|-------|----------|

|           |                        |                 |          |       |             |             |
|-----------|------------------------|-----------------|----------|-------|-------------|-------------|
| 7/5/2023  | Wiregrass Construction | 411-E           | \$ 86.54 | 6.54  | \$ 565.97   | \$ 565.97   |
| 7/13/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 1.14  | \$ 98.66    | \$ 664.63   |
| 7/26/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 10.43 | \$ 902.61   | \$ 1,567.24 |
| 8/17/2023 | Wiregrass Construction | 307-BM PG 64-22 | \$ 74.01 | 10.74 | \$ 794.87   | \$ 2,362.11 |
| 8/18/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 4.17  | \$ 360.87   | \$ 2,722.98 |
| 8/22/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 5.99  | \$ 518.38   | \$ 3,241.36 |
| 8/23/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 10.34 | \$ 894.82   | \$ 4,136.18 |
| 8/24/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 1.37  | \$ 118.56   | \$ 4,254.74 |
| 9/15/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 6.52  | \$ 564.24   | \$ 4,818.98 |
| 9/18/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 16.77 | \$ 1,451.28 | \$ 6,270.26 |
| 9/22/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 6.27  | \$ 542.61   | \$ 6,812.87 |
| 9/27/2023 | Wiregrass Construction | 411-E           | \$ 86.54 | 9.80  | \$ 848.09   | \$ 7,660.96 |

# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

---

**Item Title:** Contract with TDOT for FY24 Operating Assistance

**Department:** Transportation

**Presented by:** Russ Brashear, Assistant 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"/>            |

---

**Summary**

Securing transit system operating funds from TDOT for FY24.

**Staff Recommendation**

Approve Contract Project 75UROP-S3-017 with the TDOT for \$864,900 in FY24 operating funds.

**Background Information**

Each year the State allocates funding from the Urban Operating Assistance Program (UROP) to assist transit systems across the State. These funds supplement the systems' operating budget in addition to federal funds that are provided for transit operations.

If exercised, the State matches the first \$1,000,000 in expenses at an 80/20 rate, and the remainder of the funds at a 50/50 rate.

**Council Priorities Served**

*Responsible budgeting*


Use of federal and state funds benefits the City by reducing the amount of City revenues that must be used for transit-related expenses.

**Fiscal Impacts**

These funds are appropriately budgeted in the FY24 Budget.

**Attachments:**

Award Notification Contract DG-24-77810 (Project #75UROP-S3-017)

|   |                     |  |  |   |                                    |
|---|---------------------|--|--|---|------------------------------------|
|  <b>GOVERNMENTAL GRANT CONTRACT</b><br>(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities) |                     |  |  |   |                                    |
| <b>Begin Date</b><br>7/1/2023   |                     | <b>End Date</b><br>6/30/2024   |  | <b>Agency Tracking #</b><br>40100-51020 |                                    |
| <b>Edison ID</b><br>77810   |                     |  |  | <b>Edison Vendor ID</b><br>4110         |                                    |
| <b>Grantee Legal Entity Name</b><br>City of Murfreesboro  |                     |  |  | <b>Edison Vendor ID</b><br>4110         |                                    |
| <b>Subrecipient or Recipient</b><br><input type="checkbox"/> Subrecipient<br><input checked="" type="checkbox"/> Recipient  |                     | <b>CFDA #</b>  |  |   |                                    |
|   |                     | <b>Grantee's fiscal year end</b> <b>June 30</b>  |  |   |                                    |
| <b>Service Caption</b> (one line only)<br>SFY 2024 Urban Operating Assistance Program (UROP) Operating Assistance   |                     |  |  |   |                                    |
| <b>Funding —</b>  |                     |  |  |   |                                    |
|   | <b>State</b>        | <b>Federal</b>   | <b>Interdepartmental</b>                       | <b>Other</b>                            | <b>TOTAL Grant Contract Amount</b> |
| 2024  | \$864,900.00        |  |  |   | \$864,900.00                       |
|   |                     |  |  |   |                                    |
|   |                     |  |  |   |                                    |
|   |                     |  |  |   |                                    |
|   |                     |  |  |   |                                    |
| <b>TOTAL:</b>   | <b>\$864,900.00</b> |  |  |   | <b>\$864,900.00</b>                |
| <b>Grantee Selection Process Summary</b>  |                     |  |  |   |                                    |
| <input type="checkbox"/> Competitive Selection  |                     | Describe the competitive selection process used.   |  |   |                                    |
| <input checked="" type="checkbox"/> Non-competitive Selection   |                     | State only funds awarded by formula using urban area population for urban area operating assistance. |  |   |                                    |
| <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.   |                     |  | <i>CPO USE – GG</i><br><br><b>Z-24-UROP-04</b> |   |                                    |
| <b>Speed Chart</b> (optional)   |                     | <b>Account Code</b> (optional)<br>71302000   |  |   |                                    |

**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 Grantee City of Murfreesboro hereinafter referred to as the "Grantee," is for the provision of operating assistance, 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 Grantee shall utilize urban operating ("UROP") funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- A.5. 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 incorporated by reference to elaborate supplementary scope of services specifications.

**B. TERM OF GRANT CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 2, 2023 ("Effective Date") and ending on June 30, 2024, ("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 Eight Hundred Sixty-four Thousand, Nine Hundred Dollars and No Cents (\$864,900.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, 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:

Tennessee Department of Transportation  
Multimodal Transportation Resources Division  
505 Deaderick Street – James K. Polk Building, Suite 1200  
Nashville, Tennessee 37243

- 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: Tennessee Department of Transportation, Multimodal Transportation Resources 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) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
  - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
  - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. 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.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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.

- e. The Grantee must close out its accounting records at the end of the contract period 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:

Brenden Henderson, Transit Grants Financial Analyst  
Tennessee Department of Transportation  
Multimodal Transportation Resources Division  
James K. Polk Building, Suite 1200  
505 Deaderick Street  
Nashville, Tennessee 37243  
Brenden.henderson@tn.gov  
Telephone # (615) 253-4942  
FAX # (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, Tennessee 37130  
rbrashear@murfreesborotn.gov  
Telephone Number: (615) 893-6441  
FAX Number: (615) 849-2606

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. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The 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.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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—200.327 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- 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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all



reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

E.8. 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.9. 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.

TDOT PROJECT NO.: 75UROP-S3-017  
DGA NO.: DG-24-77810

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

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SHANE MCFARLAND, MAYOR

DATE

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DEPARTMENT OF TRANSPORTATION:

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HOWARD H. ELEY, COMMISSIONER


DATE

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JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE

DocuSigned by:  
  
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ADAM TUCKER, CITY ATTORNEY  
APPROVED AS TO FORM AND LEGALITY

TDOT PROJECT NO.: 75UROP-S3-017  
DGA NO.: DG-24-77810

**ATTACHMENT ONE****UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

|   | STATE<br>SHARE | FEDERAL<br>SHARE* | GRANT<br>CONTRACT | GRANTEE<br>SHARE | TOTAL          |
|---|----------------|-------------------|-------------------|------------------|----------------|
| <b>SCOPE—CAPITAL</b>                          |                |                   |                   |                  |                |
| 11.00.S0 Capital Assistance, Non-ADA - TDOT   |                |                   |                   |                  |                |
| 11.00.S1 Capital Assistance, ADA - TDOT       |                |                   |                   |                  |                |
| 11.1x.xx Revenue Rolling Stock                |                |                   |                   |                  |                |
| 11.2x.xx Transitways / Line                   |                |                   |                   |                  |                |
| 11.3x.xx Station Stops & Terminals            |                |                   |                   |                  |                |
| 11.4x.xx Support Equip / Facilities           |                |                   |                   |                  |                |
| 11.5x.xx Electrification / Power Dist.        |                |                   |                   |                  |                |
| 11.6x.xx Signal & Communication Equip         |                |                   |                   |                  |                |
| 11.7x.xx Other Capital Items                  |                |                   |                   |                  |                |
| 11.8x.xx State / Programs Administration      |                |                   |                   |                  |                |
| 11.9x.xx Transit Enhancements                 |                |                   |                   |                  |                |
| 12.xx.xx Fixed Guideway                       |                |                   |                   |                  |                |
| 14.xx.xx New Start                            |                |                   |                   |                  |                |
| <b>SCOPE—OPERATING</b>                        |                |                   |                   |                  |                |
| 30.00.00 Operating Assistance - TDOT          | \$800,000.00   | \$0.00            | \$800,000.00      | \$200,000.00     | \$1,000,000.00 |
| 30.00.00 Operating Assistance - TDOT          | \$64,900.00    | \$0.00            | \$64,900.00       | \$64,900.00      | \$129,800.00   |
| <b>SCOPE—PLANNING</b>                         |                |                   |                   |                  |                |
| 44.00.S0 Planning - TDOT                      |                |                   |                   |                  |                |
| 44.xx.xx Planning                             |                |                   |                   |                  |                |
| <b>SCOPE—MANAGEMENT TRAINING</b>              |                |                   |                   |                  |                |
| 50.xx.xx Management Training                  |                |                   |                   |                  |                |
| <b>SCOPE—OVERSIGHT REVIEWS</b>                |                |                   |                   |                  |                |
| 51.xx.xx Oversight Review                     |                |                   |                   |                  |                |
| <b>SCOPE—RESEARCH PROJECTS</b>                |                |                   |                   |                  |                |
| 55.xx.xx Research Projects                    |                |                   |                   |                  |                |
| <b>SCOPE—SAFETY &amp; SECURITY</b>            |                |                   |                   |                  |                |
| 57.xx.xx Safety and Security                  |                |                   |                   |                  |                |
| <b>SCOPE - UNIVERSITY RESEARCH</b>            |                |                   |                   |                  |                |
| 70.xx.xx                                      |                |                   |                   |                  |                |
| <b>SCOPE - Non-Add Scope Codes</b>            |                |                   |                   |                  |                |
| 99.xx.xx                                      |                |                   |                   |                  |                |
| <b>SCOPE - OTHER</b>                          |                |                   |                   |                  |                |
| 62.0x.xx - Project Administration             |                |                   |                   |                  |                |
| 63.5x.xx - Rural Technical Assistance Program |                |                   |                   |                  |                |
| 64.8x.xx - Appalachian                        |                |                   |                   |                  |                |
| xx.xx.xx - Other                              |                |                   |                   |                  |                |
| <b>GRAND TOTAL</b>                            | \$864,900.00   |                   | \$864,900.00      | \$264,900.00     | \$1,129,800.00 |

\*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 75UROP-S3-017  
DGA NO.: DG-24-77810

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

| Line Item Detail For: OPERATING          | State        | Federal | Grant Contract | Grantee      | Total Project  |
|--|--------------|---------|----------------|--------------|----------------|
| 30.00.00 Operating Assistance - 80% TDOT | \$800,000.00 | \$0.00  | \$800,000.00   | \$200,000.00 | \$1,000,000.00 |
| 30.00.00 Operating Assistance - 50% TDOT | \$64,900.00  | \$0.00  | \$64,900.00    | \$64,900.00  | \$129,800.00   |
| TOTAL                                    | \$864,900.00 | \$0.00  | \$864,900.00   | \$264,900.00 | \$1,129,800.00 |

## **COUNCIL COMMUNICATION**

**Meeting Date: 10/19/2023**

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

**Department:** Finance

**Presented by:** Jennifer Brown, City Recorder/Finance 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**

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**

October 12, 2022 (Regular Meeting)

October 12, 2022

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, October 12, 2022, with Mayor Shane McFarland present and presiding and with the following Council Members present and in attendance, to wit:

Jami Averwater  
Madelyn Scales Harris  
Austin Maxwell  
Bill Shacklett  
Kirt Wade  
Shawn Wright

Council Member Madelyn Scales Harris arrived late to the meeting.

The following representatives of the City were also present:

Craig Tindall, City Manager  
Adam Tucker, City Attorney  
Jennifer Brown, City Recorder/  
Finance Director  
Darren Gore, Assistant City Manager  
Gary Whitaker, Assistant City Manager  
Chris Griffith, Executive Director/  
Public Infrastructure  
Sam Huddleston, Executive Director/  
Development Services  
Michael Bowen, Police Chief  
Erin Tucker, Budget Director  
Lesley Short, Assistant Finance Director  
Randolph Wilkerson, Employee Services Director

Mayor McFarland commenced the meeting with a prayer followed by the Pledge of Allegiance.

The Consent Agenda was presented to the Council for approval:

1. ~~Retail Liquor Certificate of Compliance – Bubba’s Wine & Liquor – Ownership Change (Finance)~~ (Pulled)
2. Accept AFG Grant Award (Fire Rescue)
3. 2022 JAG Award Acceptance (Police)

(Insert letters from Finance, Fire Rescue,  
& Police Departments here.)

Mayor McFarland stated that Item No. 1 on the Consent Agenda, Retail Liquor Certificate of Compliance – Bubba’s Wine & Liquor – Ownership Change, was rescinded from the Agenda. Mr. Wade made a motion to approve the Consent Agenda, with the exception of Item No. 1, seconded by Ms. Averwater. Upon roll call said Consent Agenda was approved by the following vote:

Aye: Jami Averwater

Austin Maxwell  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to approval of Minutes of City Council Meetings.)

Mr. Maxwell made a motion to approve the minutes as written and presented for the regular meeting held on August 18, 2022, the public comment meeting held on September 1, 2022, the regular meeting held on September 1, 2022, and the regular meeting held on September 22, 2022. Ms. Averwater seconded the motion. Upon roll call said minutes were approved by the following vote:

Aye: Jami Averwater  
Austin Maxwell  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

The following letter from the Employee Services Director was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to Resolution to Add additional annual other post-employment benefits (OPEB) for retirees and long-term disabled employees' medical benefits.)

Council Member Scales Harris arrived during the presentation of this item.

The following RESOLUTION 22-R-23 was read to the Council and offered for adoption upon motion made by Vice-Mayor Shacklett, seconded by Mr. Wade. Upon roll call said resolution was adopted by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Austin Maxwell  
Bill Shacklett  
Kirt Wade  
Shawn Wright  
Shane McFarland

Nay: None

(Insert RESOLUTION 22-R-23 here amending other post-employment benefits for City of Murfreesboro retirees and long-term disabled employees for FY 2023 to include dental and vision benefits (1<sup>st</sup> amendment).

The following letter from the Employee Services Director was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to Changes to Health Benefits for 2023.)

Mr. Randolph Wilkerson, Employee Services Director, presented the request to approve changes to the current employee health benefits package for 2023 to include dental

and vision coverages for retirees and long-term disabled employees, increase prescription copays, narrow pharmacy network, and amend the current contract with ElixirRx.

Mr. Wade made a motion to accept the proposed changes to employee health benefits for 2023, seconded by Mr. Wright. Upon roll call said health benefit changes were approved by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: None

The following letter from the Budget Director was presented to the Council:

(Insert letter dated October 12, 2022 here with  
regards to Community Investment Funds Transfer.)

Ms. Erin Tucker, Budget Director, presented the request to approve the Community Investment Funds Transfer for \$58,550.00 to the Parks and Recreation Greenway Reconstruction project reallocated from the Parks and Recreation Maintenance Facilities and Mountain Bike Trail projects.

Ms. Averwater made a motion to approve the funds transfer as presented, seconded by Mr. Wright. Upon roll call said funds transfer was approved by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: None

The following letter from the Executive Director Development Services was presented to the Council:

(Insert letter dated October 12, 2022 here with  
regards to Town Creek Phase II Tract 5 Acquisition.)

Mr. Sam Huddleston, Executive Director Development Services, presented the request to approve the acquisition of 205 NW Broad Street for Town Creek Phase II project and authorize the City Manager to close on the property at not more than 10% of appraised value. The property appraised for \$425,000.



Mr. Wade made a motion to approve the acquisition and authorize the City Manager to close on the property, seconded by Mr. Shacklett. Upon roll call said motion was approved by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: None

The following letter from the City Manager was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to MED Pension Plan Amendment.)

Mr. Craig Tindall, City Manager, presented the request to approve an amendment to the Murfreesboro Electric Department (MED) Pension Plan to allow for one-time lump-sum distribution, annuity placement, and plan termination. The MED Pension Committee approved the proposed amendment on October 5, 2022.

Mr. Maxwell made a motion to approve the amendment to the MED pension plan as presented, seconded by Ms. Averwater. Upon roll call said amendment was approved by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: None

The following letter from the Budget Director was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to Fiscal Year 2023 Budget Amendment Ordinance.)

Ms. Erin Tucker, Budget Director, presented changes to Ordinance 22-O-37 from first reading to include American Rescue Plan Act grant expenses, Murfreesboro Pension Plan termination costs, replacement of fire engine ramps at Station 1, fire, police, and airport grants, and an additional headcount for a community development director.

Mr. Shacklett made a motion to approve the amendment to Ordinance 22-O-37 from first reading, seconded by Mr. Wright. Upon roll call said amendment was approved by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: None

An ordinance, entitled "ORDINANCE 22-O-37 amending the 2022-2023 Budget (2nd Amendment)," which passed first reading on September 22, 2022, was read to the Council and offered for passage on second and final reading, as amended, upon motion made by Mr. Wright, seconded by Ms. Averwater. Upon roll call said ordinance was passed on second and final reading by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: None

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to  
Award of Contract – Overall Creek Forcemain Extension.)

Mr. Darren Gore, Assistant City Manager, presented a request to approve the construction contract with Cleary Construction, Inc., in the amount of \$8,439,290, funded by the Water Resources Department working capital reserves, for the Overall Creek Forcemain pipeline extension.

Ms. Averwater made a motion to approve the contract with Cleary Construction, Inc., in the amount of \$8,439,290, funded by the Water Resources Department working capital reserves, for the Overall Creek Forcemain pipeline extension, seconded by Mr. Maxwell. Upon roll call said recommendation was passed by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: None

The following letter from the Assistant City Manager was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to  
Solid Waste Management Multi-criteria Analysis (MCA) Report.)

Mr. Darren Gore, Assistant City Manager, presented a review of the decision model for the process of addressing future solid waste disposal and the resulting Multi-criteria Analysis (MCA) Report. This report recommended pursuing an agreement with WastAway, LLC to process solid waste into marketable energy. Discussion ensued regarding options and next steps.

Mr. Maxwell made a motion to direct staff to move forward with the next steps toward development agreement, seconded by Ms. Averwater. Upon roll call said motion was passed by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: Kirt Wade

The following letter from the City Manager was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to  
Broad Street Redevelopment.)

Mr. Craig Tindall, City Manager, introduced Mr. Matt Taylor, SEC, Inc., who gave a presentation to update Council on the proposed redevelopment of City-owned property along Broad Street from Church to Vine/Front streets. Discussion ensued regarding the project. Council directed the City Manager to work with City staff to draft a Memorandum of Understanding to bring before the Council at a later date.

The following letters from the Budget Director were presented to the Council:

(Insert letters dated October 12, 2022 here with regards to  
July 2022 Dashboard and August 2022 Dashboard packets.)

The July 2022 and August 2022 Dashboard updates, which included Financial, Building & Codes, Risk Management, Construction Data, City Schools Cash Flow Statements, and Revenue & Expenditure Budget Comparison Reports, were presented to Council with no discussion taking place.

Upon recommendation of Mayor McFarland, Mr. Wright made a motion to appoint Mr. Bryan Prince (term expires on June 30, 2023) to the Planning Commission, seconded by Ms. Averwater. Upon roll call said recommendation was passed by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright

Bill Shacklett  
Shane McFarland

Nay: None

The following letter from the City Recorder/Finance Director was presented to the Council:

(Insert letter dated October 12, 2022 here with regards to Beer Permit Applications for The Holistic Connection, 527 N. Thompson Ln, TN Axe and Smash, 123 SE Broad St. and 7 Star Hookah Bar, 1107 Memorial Blvd., Ste. A and Special Event Permits for Rutherford County Chamber of Commerce on 11/8/22 at 640 Broadmor Ste. 100)

Ms. Averwater made a motion to approve the Beer Permits for The Holistic Connection, 527 North Thompson Lane (New Location), TN Axe and Smash, 123 Southeast Broad Street (Ownership/Name Change), and 7 Star Hookah Bar, 1107 Memorial Boulevard, Suite A (Ownership Change), pending Building and Codes approval and Special Event Beer Permits for the Rutherford County Chamber of Commerce on 11/8/22 at 640 Broadmor, Suite 100. Mr. Wright seconded the motion. Upon roll call said beer permits were passed by the following vote:

Aye: Jami Averwater  
Madelyn Scales Harris  
Kirt Wade  
Austin Maxwell  
Shawn Wright  
Bill Shacklett  
Shane McFarland

Nay: None

The City Recorder/Finance Director stated that there were no statements to consider.

The City Recorder/Finance Director introduced the new Assistant Finance Director, Lesley Short.

Mr. Craig Tindall, City Manager, stated that the next City Council Meeting would be held on October 20, 2022.

There being no further business, Mayor McFarland adjourned this meeting at 1:38 p.m.

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SHANE MCFARLAND – MAYOR

ATTEST:

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JENNIFER BROWN - CITY RECORDER

# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

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**Item Title:** Sewer Allocation Variance- Old Fort Parkway – Dutch Bros. Coffee

**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**

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

**Staff Recommendation**

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 6.5 sfu's for the proposed Dutch Bros. Coffee.

**Background Information**

On August 16, 2023, the Planning Commission approved a site plan for a new Dutch Bros. coffee shop to be located at the northeast corner of the intersection of the Old Fort Parkway frontage road and Market Place. Approval of the site plan was made contingent on Council granting a sewer allocation variance for the proposed development. The subject property is currently developed with a bank building, which has been vacant for over a year. It is zoned Commercial Highway (CH), which, per the ordinance, only allows 2.5 sfu's/acre. The lot in question is 0.8 acres in size and thus is allowed only two sfu's. The anticipated usage is approximately 8.5 sfu's; therefore, the development of the coffee shop will use more than the ordinance allows by approximately 6.5 sfu's. The sanitary sewer system can handle the increased flows for the proposed development. Staff views the advantages of job creation and tax revenue of greater benefit than the requested additional sewer capacity.

At its August 17, 2023 meeting, Council first considered this variance request and, after expressing its concerns regarding the development's traffic impact, voted to defer action. The applicant has requested that the variance be placed back before Council for consideration. For Council's information, Staff has attached the approved site plan, showing how the developer proposes to manage traffic. Two access points are planned along Market Place -- with the northernmost being a full access and the southernmost being limited to right-in only. In addition, one access point is proposed along the Old Fort Parkway frontage road, and it will consist of a right-in and both a left-out and right-out. The left-out was added at Staff's request to help facilitate the movement of traffic from the site eastbound to the Mall Circle Drive traffic signal. Regarding queueing, the Zoning Ordinance requires a minimum of 10 queueing spaces, and this plan is providing

23 queueing spaces -- more than double the minimum.

**Council Priorities Served**

*Improve economic development*

The development will create jobs and provide additional tax revenue. It will also allow for the redevelopment of a site that is currently vacant.

**Concurrence**

MWRD concurs with the request based on sewer system capacity.

**Fiscal Impact**

The development will generate commercial tax rate revenue as well as pay one-time development fees.

**Attachments**

1. Request letter from applicant
2. Site plan approved by Planning Commission on 08/16/2023
3. Exhibit of routes to and from this site
4. Minutes from 08/16/2023 Planning Commission meeting
5. Memo from MWRD



July 31, 2023

Greg McKnight  
Planning Director  
Murfreesboro Water Resources Department  
220 NW Broad Street  
Murfreesboro, TN 37130

Re: 1950 Old Fort Parkway  
Dutch Bros Coffee  
Tax Map 91I, Parcel 001.04  
Sewer Allocation Variance Request

Dear Greg,

The property we are requesting a variance for is located at 1950 Old Fort Parkway, Tax Map 91I, Parcel 001.04. The current building on the site is a drive through bank. The proposed development will be a Dutch Bros Coffee which is a drive through coffee shop. The property is zoned Commercial Highway (CH) and the zoning will remain the same with the proposed development. This zoning allows for 2.5 single family units (s.f.u.) per acre of 650 gpd/acre. The site has an area of 0.81 acres which allows for 2.025 s.f.u. or 526 gpd. It is estimated that Dutch Bros Coffee will need 8.46 s.f.u. or 2,200 gpd. This amount is 6.44 s.f.u. or 1,674 gpd over the allowed amount.

We appreciate the opportunity to submit this variance request and hope to continue with this redevelopment to serve the surrounding areas. Please feel free to reach out with any questions.

Sincerely,

RaganSmith Associates, INC.

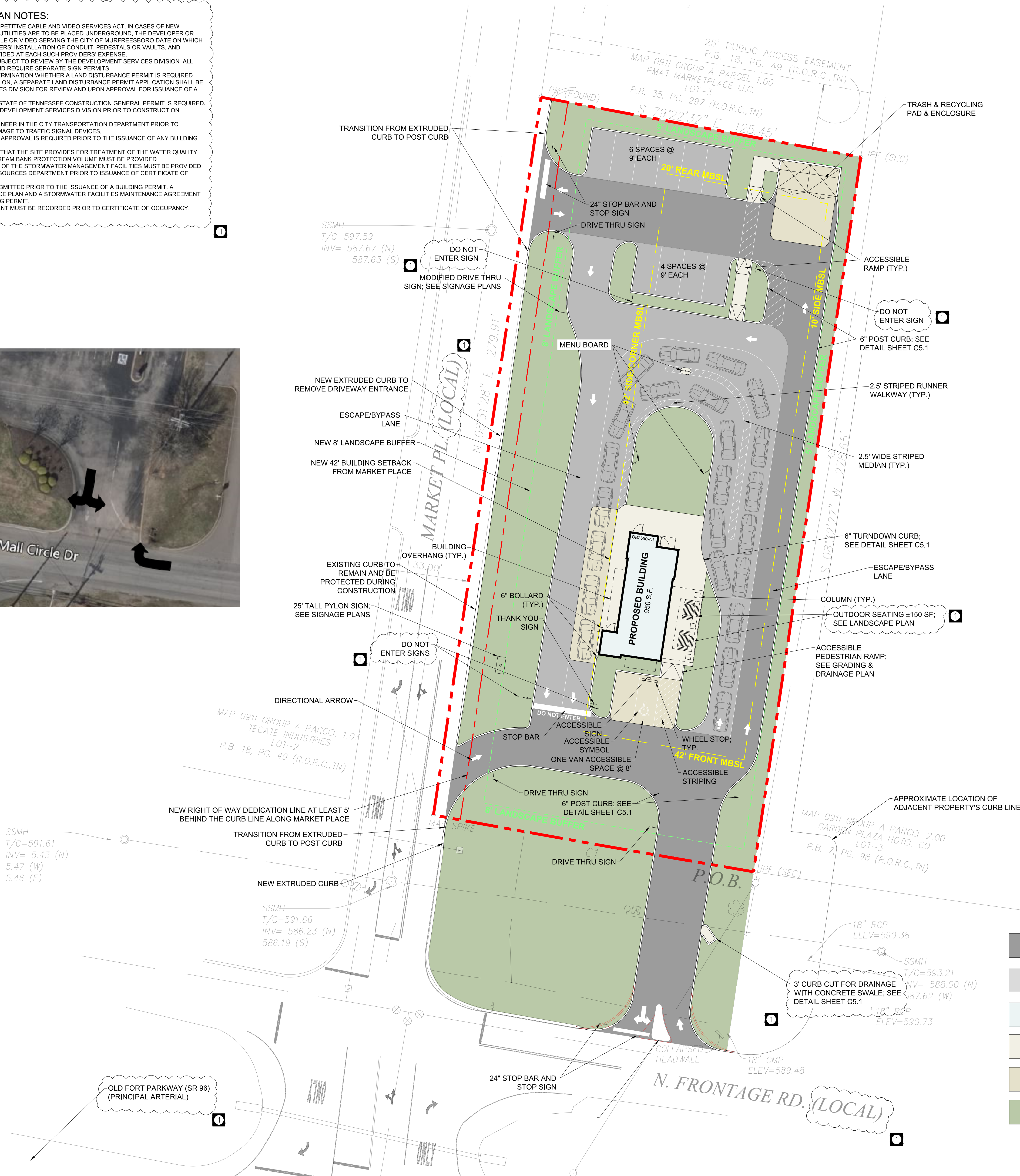
Jay Floyd, P.E.

Cc: Margaret Ann Green  
Matthew Blomeley  
Valerie H. Smith



MURFREESBORO STANDARD SITE PLAN NOTES:

1. IN ACCORDANCE WITH TCA SECTION 7-59-310(B)(1), COMPETITIVE CABLE AND VIDEO SERVICES ACT, IN CASES OF NEW CONSTRUCTION OR PROPERTY DEVELOPMENT WHERE UTILITIES ARE TO BE PLACED UNDERGROUND, THE DEVELOPER OR PROPERTY OWNER SHALL GIVE ALL PROVIDERS OF CABLE OR VIDEO SERVING THE CITY OF MURFREESBORO DATE ON WHICH OPEN TRENCHING WILL BE AVAILABLE FOR THE PROVIDERS' INSTALLATION OF CONDUIT, PEDESTALS OR VAULTS, AND LATERALS, REFERRED TO AS "EQUIPMENT", TO BE PROVIDED AT EACH SUCH PROVIDER'S EXPENSE.
2. ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
3. A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION; A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
4. FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.
5. CONTRACTOR TO COORDINATE WITH THE TRAFFIC ENGINEER IN THE CITY TRANSPORTATION DEPARTMENT PRIOR TO COMMENCEMENT OF WORK IN THIS AREA TO AVOID DAMAGE TO TRAFFIC SIGNAL DEVICES.
6. A TDOT PERMIT MAY BE REQUIRED. EVIDENCE OF TDOT APPROVAL IS REQUIRED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS.
7. A STORMWATER MANAGEMENT PLAN DEMONSTRATING THAT THE SITE PROVIDES FOR TREATMENT OF THE WATER QUALITY VOLUME AND PROVIDES FOR MANAGEMENT OF THE STREAM BANK PROTECTION VOLUME MUST BE PROVIDED.
8. AN ENGINEER'S CERTIFICATION OF THE CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITIES MUST BE PROVIDED TO THE DIRECTOR OF THE MURFREESBORO WATER RESOURCES DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
9. A STORMWATER FEE CREDIT APPLICATION MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. A STORMWATER FACILITIES OPERATION AND MAINTENANCE PLAN AND A STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE SUBMITTED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
10. THE STORMWATER FACILITIES MAINTENANCE AGREEMENT MUST BE RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY.



SITE DATA

PROPERTY INFORMATION:

STREET ADDRESS: 1950 OLD FORT PARKWAY  
MURFREESBORO, TN 37129

PARCEL: 0911-A-001.04-000  
SITE ACREAGE: ±0.80AC (35,020 S.F.)  
SITE ACREAGE AFTER ROW DEDICATION: ±0.74AC (32,067 S.F.)  
PLAT BOOK: 18  
PLAT PAGE: 49

OWNER  
MIKE CHANNELL & PAUL SCHAEFFER  
PO BOX 32309  
KNOXVILLE, TN 37931

DEVELOPER  
DUTCH BROS COFFEE, LLC  
110 SW 4TH STREET  
GRANTS PASS, OR 97526  
TERRY OWENS  
252.382.4000  
TERRY.OWENS@DUTCHBROS.COM

PROJECT MANAGER:

GRACE WOOTEN  
RAGAN-SMITH ASSOCIATES, INC.  
1410 COWART STREET, SUITE 200  
CHATTANOOGA, TN 37408  
423.490.9400  
GWOOTEN@RAGANSMITH.COM

PROJECT INFORMATION:

ZONING CLASSIFICATION: CH, COMMERCIAL HIGHWAY  
ADJACENT LOT ZONING: CH, COMMERCIAL HIGHWAY  
EXISTING USE: BANK WITH DRIVE THRU & PARKING LOT  
PROPOSED USE: COFFEE MOSK  
TOTAL BUILDING S.F.: 950 S.F.  
MAX BUILDING HEIGHT: 24 FT (1 STORY)

DISTURBED AREA: 41,605 S.F. / 0.96 AC  
EXISTING IMPERVIOUS AREA: 30,592 S.F. / 0.70 AC (87.1%)  
PROPOSED IMPERVIOUS AREA: 23,821 S.F. / 0.55 AC (88.0%)  
VEHICLE USE AREA: 21,045 S.F. / 0.48 AC (60.1%)

MINIMUM FRONT SETBACK: 42' REQUIRED - 71' PROVIDED  
MINIMUM CORNER SETBACK: 42' REQUIRED - 42' PROVIDED  
MINIMUM SIDE SETBACK: 10' REQUIRED - 47' PROVIDED  
MINIMUM REAR SETBACK: 20' REQUIRED - 158' PROVIDED  
PLANTING YARDS: 8' FRONT/CORNER REQUIRED - 8'-28' PROVIDED  
5' SIDE/REAR REQUIRED - 5'-10' PROVIDED

PARKING INFORMATION:

PARKING REQUIREMENT (SPECIALTY RESTAURANT): 1 SPACE PER 100SF (950SF = 10 SPACES)  
PLUS 1 SPACE PER 100SF OF OUTDOOR SEATING AREA (+150SF = 2 SPACES) TOTAL REQUIRED = 12 SPACES  
12 SPACES (INCLUDES 1 ACCESSIBLE SPACE)

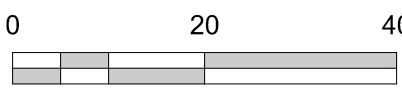
PARKING PROVIDED:

GENERAL NOTES:

1. HVAC UNITS ARE LOCATED ON ROOF OF BUILDING.
2. BUILDING AND CURB LINES ARE PARALLEL OR PERPENDICULAR TO WEST PROPERTY LINE N 08°31'28" E
3. ALL SIGNAGE, INCLUDING FLAGS AND FLAGPOLES, IS SUBJECT TO REVIEW BY THE DEVELOPMENT SERVICES DIVISION. ALL SIGNAGE MUST CONFORM TO THEIR REQUIREMENTS AND REQUIRE SEPARATE SIGN PERMITS.
4. A LAND DISTURBANCE PERMIT MAY BE REQUIRED. DETERMINATION WHETHER A LAND DISTURBANCE PERMIT IS REQUIRED SHALL BE MADE BY THE DEVELOPMENT SERVICES DIVISION; A SEPARATE LAND DISTURBANCE PERMIT APPLICATION SHALL BE MADE WITH THE OFFICE OF THE DEVELOPMENT SERVICES DIVISION FOR REVIEW AND UPON APPROVAL FOR ISSUANCE OF A LAND DISTURBANCE PERMIT.
5. FOR ALL DEVELOPMENTS OF MORE THAN ONE ACRE, A STATE OF TENNESSEE CONSTRUCTION GENERAL PERMIT IS REQUIRED. EVIDENCE OF THIS PERMIT MUST BE PROVIDED TO THE DEVELOPMENT SERVICES DIVISION PRIOR TO CONSTRUCTION COMMENCEMENT.

LEGEND

- HEAVY DUTY ASPHALT
- LIGHT DUTY ASPHALT
- PROPOSED BUILDING
- CONCRETE
- CONCRETE (HEAVY DUTY)
- LANDSCAPE AREA



Scale: 1"=20'

Date: 04/12/2023

Approved By: JEF

Revisions:

|   |            |                       |
|---|------------|-----------------------|
| 1 | 05/03/2023 | PER PLANNING COMMENTS |
|---|------------|-----------------------|

Drawing Title:

LAYOUT PLAN

Drawing No.

C1.0

Project No.  
22-0326



RaganSmith

Nashville - Murfreesboro - Chattanooga  
ragansmith.com

DUTCH BROS COFFEE TN#0305

FOR

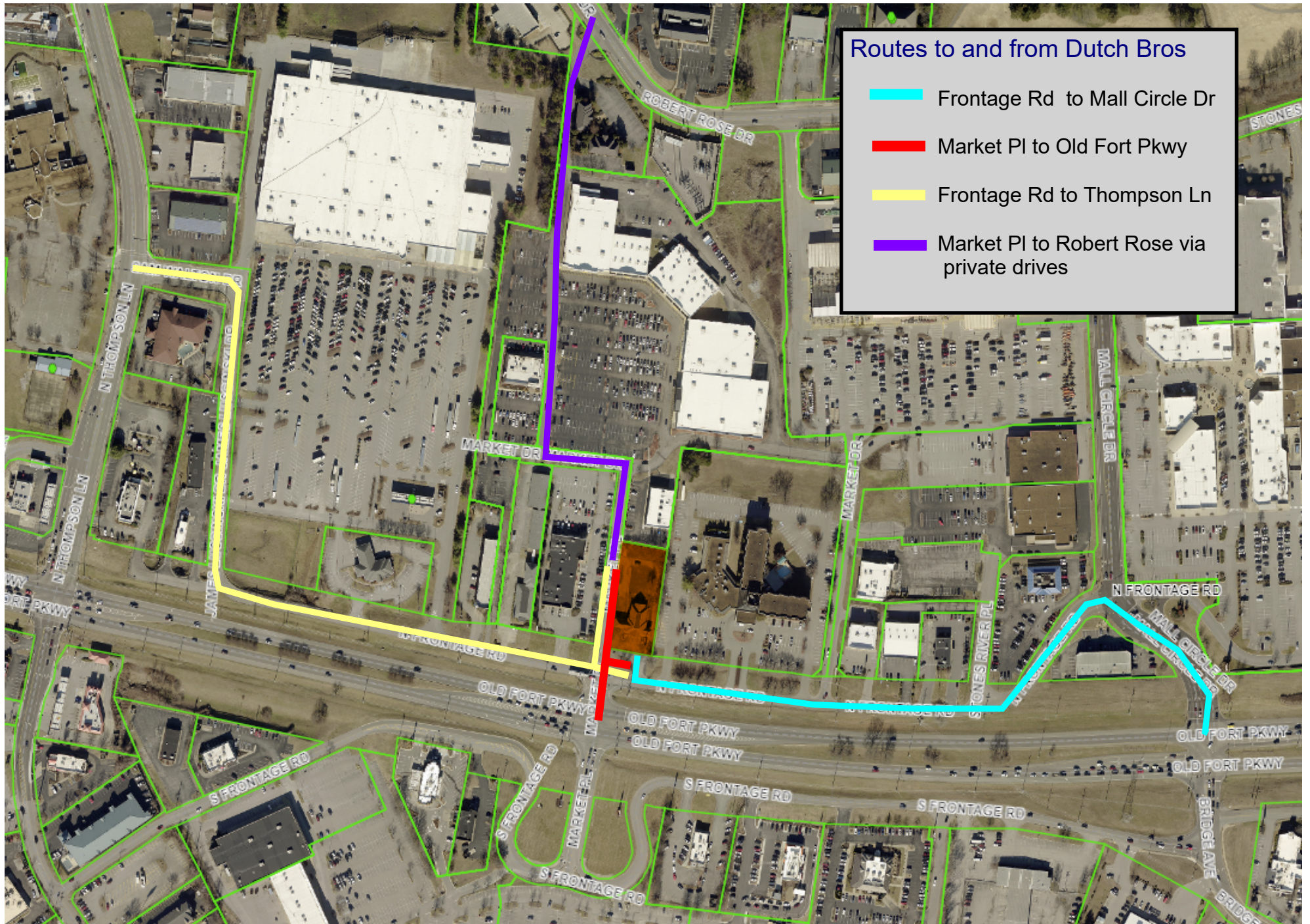
DUTCH BROS COFFEE, LLC

1950 OLD FORT PARKWAY, MURFREESBORO, TN



### Routes to and from Dutch Bros

- Frontage Rd to Mall Circle Dr
- Market Pl to Old Fort Pkwy
- Frontage Rd to Thompson Ln
- Market Pl to Robert Rose via private drives





# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 16, 2023**

**1:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Jami Averwater  
Reggie Harris  
Bryan Prince  
Chase Salas  
Shawn Wright

**STAFF PRESENT**

Greg McKnight, Exec. Director Dev. Services  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Brad Barbee, Planner  
Joel Aguila, Planner  
Katie Noel, Project Engineer  
Gabriel Moore, Project Engineer  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Assistant City Attorney  
Ram Balachandran, Deputy Transportation Dir.  
Michele Emerson, City Engineer

**1. Call to order.**

Chair Kathy Jones called the meeting to order at 1:00 p.m.

**2. Determination of a quorum.**

Chair Kathy Jones determined that a quorum was present.

**3. Public Comments.**

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

**4. Approve minutes of the August 2, 2023, Planning Commission meeting.**

Vice-Chairman Ken Halliburton moved to approve the minutes of the August 2, 2023 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 16, 2023**

**Salem Landing, Lot 2 [2023-3088]** site plan for a 13,680 ft2 multi-tenant commercial building with gas canopy on 2.0 acres zoned CH located along New Salem Highway and Rivermont Way, Sunil Patel developer.

There being no further discussion, Mr. Shawn Wright moved to approve the Consent Agenda subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater  
Reggie Harris  
Bryan Prince  
Chase Salas  
Shawn Wright

Nay: None

## **Old Business:**

**Dutch Bros. Coffee [2023-3051] site plan review of a 950 ft2 Specialty Restaurant with drive-thru located on 0.80 acres zoned CH located at 1950 Old Fort Parkway, Dutch Bros Coffee, LLC developer.** Ms. Margaret Ann Green 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. Matthew Blomeley stated that the design team had made improvements to their site plan from staff recommendations. Their site plan has been revised since the publication of the agenda.

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 16, 2023**

Mr. Shawn Wright commented he had spoken with Executive Director of Public Infrastructure and other City staff about the possibility of closing this intersection and/or the Old Fort Parkway frontage road. Ms. Michele Emerson came forward stating Kimley Horn was currently working on a task order with the Tennessee Department of Transportation on a feasibility study to widen Old Fort Parkway from I-24 heading east. This task order would include studying the closure of the intersection at the frontage road and Marketplace Drive.

Mr. Bricke Murfree (attorney) representing the applicant stated they have been working very hard on reconfigurations for this site and would continue working with staff to address any concerns and recommendations.

There being no further discussion, Mr. Bryan Prince made a motion to approve the application subject to all staff comments (including the recommendation to include a left-out for the driveway at the frontage road); the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater  
Reggie Harris  
Bryan Prince  
Chase Salas

Nay: Shawn Wright

## **GDO: On Motion**

**Parkway Office Park, Resubdivision of Lots 1 and 2 [2023-2058] final plat for 1 lot on 3.5 acres zoned MU and GDO-3 located along Gateway Boulevard, Gateway MOB,**



*... creating a better quality of life*

# MEMORANDUM

DATE: August 2, 2023

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Dutch Brothers Coffee  
1950 Old Fort Parkway  
Map 91I, Parcel 1.04  
Sewer Allocation Ordinance  
Variance Request

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## **Sewer System Capacity**

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

## **Effects within Basin by Providing Variance to Sewer Allocation**

The above property is within sewer flow basin MF 06A. There are no capacity concerns within the basin that have been identified. This project will flow into an 8" sewer main along the northern border of Old Fort Parkway which has adequate capacity.

Per the most recent sewer connection model of the system, Basin 06A currently has capacity for 10,848 connections. By committing sewer service to this development, basin 06A's sewer connection capacity will be reduced by one connection, resulting in 10,847 available connections for future developments. Please note that while the Dutch Brothers Coffee is counted as one sewer connection, the assumed calculated single-family unit equivalency, per the Engineers letter, is determined to be 8.46, resulting in a larger sewer discharge than the 500 gallon per day per connection average the model is based upon.

The request is for an allowance of 6.46 single family units (sfu's) above the 2.0 sfu's allowed per the Ordinance. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

Water Resources Department

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

# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

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**Item Title:** Rezoning property along Medical Center Parkway and Robert Rose Drive  
[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**

Zoning of approximately 13.8 acres located along Medical Center Parkway, Robert Rose Drive, and Maplegrove Drive.

**Staff Recommendation**

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

**Background Information**

TDK Construction presented to the City a zoning application [2023-413] for 13.8 acres located along Medical Center Parkway to be zoned PUD (Planned Unit District) and GDO-1 (Gateway Design Overlay District 1), including amending the existing PUD zoning on 11.4 acres and rezoning 2.4 acres from CH (Commercial Highway District) to PUD and GDO-1. During its regular meeting on October 11, 2023, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

In the time since the Planning Commission considered this request, several revisions have been made to the pattern book. When the Planning Commission reviewed the pattern book, a rendering of the proposed building on the "Lot 3 Proposed Commercial Parcel" was included but no detailed elevations were provided at that time. The pattern book has been updated to include detailed elevations of all four sides of this building -- which it should be noted are consistent with the rendering provided to Planning Commission. In addition, text has also been included in the

pattern book, formally requesting an exception to use the color white for the architectural elevations, consistent with the rendering and elevations provided.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will enable commercial development, which will create employment opportunities for the community and generate tax revenue for the City.

**Attachments:**

1. Ordinance 23-OZ-41
2. Maps of the area
3. Planning Commission staff comments from the 10/11/2023 meeting
4. TDK Corporate Headquarters/Vintage "Mixed Use" PUD pattern book

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
OCTOBER 11, 2023**

**PRINICIPAL PLANNER: MARGARET ANN GREEN**

- 6.c. Zoning application [2023-413] to amend the existing Vintage Apartments and TDK office PUD (11.3 acres) and to rezone approximately 2.5 acres from CH to PUD located along Medical Center Parkway, Robert Rose Drive and Maplegrove Drive, TDK Construction applicant.**

**Introduction**

The subject property is located along the south side of Medical Center Parkway, west of Robert Rose Drive and east of Maplegrove Drive (Tax Map 092 Parcels 006.06 & 006.06). The properties consist of 13.7 acres and are zoned PUD (Planned Unit District), CH (Commercial Highway District), and GDO-1 (Gateway Design Overlay District). The subject properties, the parcels to the north and south are a part of the Robert Rose Village West master planned development. The property to the west is the Avenues Lifestyle center, which is zoned CH (Commercial Highway District), PSO (Planned Signage Overlay District) and GDO-1. The properties to the east, across Robert Rose Drive, are a part of the Robert Rose Village East master planned development and consist of a future assisted living facility, apartments, self-storage, commercial strip centers, financial institutions, hotel, and restaurant.

**Background**

In February of 2013, then previous property owner, C.M. Gatton Trustee, submitted a Master Plan for 37.5 acres. The master plan envisioned a mixture of a large commercial tract surrounded by multiple smaller outparcels and rounded out by a multifamily tract large enough to support over 300 units.

In 2013, the Planning Department created a MU district and initiated a study to rezone properties to the newly created MU district. The Robert Rose Village West master planned property was included in the rezoning as the MU district was consistent with the Rose Village West Master Plan. A few years after the creation of the MU district, the Murfreesboro City Council became aware that MU zoned properties were becoming consumed by multi-family uses. City Council asked staff to draft a Zoning Ordinance amendment that protected the mixed-use vision for this area and required properties to develop with primarily commercial, office and institutional uses. Because the Everwood at the Gateway apartments utilized the multi-family potential for the subject property, the applicants pursued a rezoning application to PUD to obtain entitlements for additional apartments.



## **June 23, 2022, rezoning:**

**PUD:** In 2022, the City Council approved a rezoning request for the TDK PUD to allow multi-family as a permitted use, as it was not permitted in the MU district. The Everwood at the Gateway apartments exhausted all entitlements for multi-family as a permitted use within the Robert Rose Village West master planned area. In exchange for granting 232 additional multi-family dwelling units, the developer offered to construct a corporate office location. The apartment may have a maximum of 138 one-bedroom units and 94 two-bedroom units. A minimum of 13,000 square feet of the first floor is to be dedicated to commercial uses such as offices, restaurants, and retail spaces. The corporate office building is a 5-story building with a minimum size of 60,000 square foot. The PUD has a requirement that a fountain/reflecting pool shall be provided along Robert Rose Drive to provide curb appeal to the space.

**CH:** The zoning change also included 2.5 acres to be zoned from MU to CH. The development of this portion of property were unknown, therefore the application request to rezone the 2.5 acres, while remaining within the GDO-1 overlay. The approximately 2.5 acres potentially could have created 2 commercial outparcels. The applicant proposed to record restrictive covenants on the CH property to prevent some uses.

### **Robert Rose Village West PUD - PUD Amend (11.3 acres) and CH to PUD (2.5)**

#### **Overview**

The rezoning application consists of two parts.

1. **PUD AMENDMENT:** The first request is to amend the existing PUD (11.3 acres).
2. **CH to PUD REZONING:** The second request is to rezone 2.5 acres from CH to PUD.

#### **PUD AMENDMENT**

##### **Lot 1**

The first request, which consist of amending the existing PUD, is intended to make few modifications to the apartments by keeping the density and unit mix but removing the shuffleboard amenity. The phasing/parking plan will be reworked based on the tenant mix of the adjacent office. The intent is to keep the minimum required 13,000 square feet retail/office/restaurant urban storefront on the first floor of the apartments.

##### **Lot 2**

The most significant change to the existing PUD is the request to modify the requirements for the corporate office building, which currently plans a minimum 60,000 square foot structure designed to be 5-stories tall with a rooftop patio and a fountain/reflecting pool along Robert Rose Drive. The proposed change reduces the minimum required office area from 60,000 square feet to 12,000 square feet, reduces the structure height from 5-stories to 1-story, and removes the requirement for a fountain/reflecting pool along Robert

Rose Drive. In addition to the 12,000 square foot office, the plan will make available an additional 8,000 square feet of retail or restaurant space, bringing the total square feet of this building to 20,000. The parking standard for restaurants is three times greater than that of general office uses, therefore the tenant mix will vary to meet the parking exception created with the Planned Development.

### **Comparison of Amendments to existing PUD**

|   | <b>PUD</b> | <b>Proposed PUD Amend</b> | <b>difference</b> |
|---|------------|---------------------------|-------------------|
| <b>LOT 1-</b> # of dwelling units   | 232        | 232                       | 0                 |
| <b>LOT 1-</b> minimum first-floor commercial incorporated in apartments (ft2) | 13,000     | 13,000                    | 0                 |
| <b>Lot 2-</b> minimum office size (ft2)                                       | 60,000     | 12,000                    | -48,000           |
| <b>Lot 2-</b> minimum building height (stories)                               | 5          | 1                         | -4                |
| <b>Lot 2-</b> retail/restaurant incorporated in office building (ft2)         | 0          | 8,000                     | +8,000            |

### **CH to PUD REZONING**

The second request is to rezone 2.5 acres from CH to PUD. This rezoning request will allow the development of a grocery store while giving exceptions to general development regulations and the GDO development regulations.

#### **Transportation, Circulation and Access:**

The subject property has access to Medical Center Parkway, a major arterial. Currently the Public Infrastructure department is designing an additional lane along Medical Center Parkway in each direction. Engineering staff requested that the needed right-of-way be dedication with this project. Additionally, they have requested an updated Traffic Study.

The plans approved for Lots 2 & 3 require that these lots depend on each other to meet development standards. Lot 3 provides offsite operation and maintenance of stormwater management facilities for Lot 2 and Lot 2 extends public sewer to Lot 3.

#### **Purposes of Planned Develop District:**

According to the Zoning Ordinance, the purposes of planned development district regulations are as follows:

1. to promote flexibility in development design and to permit planned diversification in the location of structures;
2. to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities;
3. to preserve existing landscape features and amenities and to utilize such features

in a harmonious fashion;

4. to encourage the total planning of land tracts consistent with adopted long-range plans;
5. to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
6. to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;
7. to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
8. to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
9. to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time from home to work;
10. to encourage the revitalization of established commercial centers;
11. to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
12. to encourage design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property; and,
13. to promote the significance of architectural and aesthetic improvements and details in atypical developments.

### **Exceptions**

Exceptions must be specifically identified and requested in the application for a planned development. The Zoning Ordinance states the following regarding exceptions within planned developments:

The planned development approval may provide for such exceptions from the Subdivision Regulations, Design Guidelines, and from district and overlay district zoning regulations governing use, density area, bulk, parking, architecture, landscaping, and open space as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development. Unless the application for a planned development contains a clear statement of exceptions to them, the standards and criteria of the Subdivision Regulations, Design Guidelines, and district and overlay district zoning regulations will apply to all planned developments. The specific zone district used as a comparison for the planned development shall be the most like zone district to the planned development, as determined by the Planning Director.

**The existing PUD was granted 6 exceptions. They are:**

1. Requesting an exception to endnote 22 of Chart 1 Endnotes. Uses Permitted by Zoning District to allow multi-family as a permitted use (Not currently permitted in underlying MU zoning) [In developments consisting of ten (10) or more acres in the MU zoning district, the use “dwellings, multiple-family” shall constitute no more than twenty-five (25) percent of developable land area.] To allow multi-family residential land-use as a part of this PUD.
2. Requesting an exception to the allowable number of multi-family units beyond the 25% limitation in endnote 22 of Chart 1 Endnotes. Specifically this PUD is requesting up to 232 multi-family units.
3. Requesting exceptions to Zoning Ordinance and Design Guidelines regarding commercial architecture and permitted materials for the mixed-use buildings, to allow the use of faux wood in building elevations.
4. An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events.
5. Requesting exception to single bedroom parking calculations to utilize 1.1 instead of 1.5 spaces per bedroom.
6. Requesting an exception to Minimum Building Setbacks along Robert Rose Drive from 50-feet to 40-feet. **(Lot 2 only)**

The 6 exceptions noted above are proposed to remain with the PUD in addition to a request to grant 22 additional exceptions, for a total of 28 exceptions. The proposed PUD book identifies them on pages 33-37 of the program book.

**PUD Exceptions Request Summary:  
(Applies to Lots 1 -3 & Common Space Shared Access Drive)**

1. Requesting an exception to not provide landscape buffers along proposed parcels' internal property lines.
2. Requesting an exception to the maximum foot-candles along proposed internal property lines. Foot candles shall be allowed to exceed 0.5 along all proposed internal property lines. External property lines shall still be held to the 0.5 maximum.

**Lot 1 Requested Exceptions  
(Residential/Mixed Use)**

3. Requesting an exception to the required perimeter landscaping along the shared boundary of Lot 1 and Lot 2 to include a shared landscaping yard. This will make the planting yard approximately 5-ft on each side of the lot line.
4. Requesting an exception to the required 15-ft of separation from access drives to

parking areas to be reduced to 5-ft along the Lot 1/Lot 2 shared property line.

5. Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 8-ft along the Common Space Access Drive.

**Lot 2 Requested Exceptions  
(Office/Retail/Restaurant Building)**

6. Requesting an exception to the required perimeter landscaping along the shared boundary of Lot 1 and Lot 2 to include a shared landscaping yard. This will make the planting yard approximately 5-ft on each side of the lot line.
7. Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 5-ft along the Lot 1/Lot 2 shared property line.
8. Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 8-ft along the Common Space Access Drive.
9. Requesting an exception to the required 8-ft landscaping yard along the Common Space Access Drive to be reduced to 5-ft.

**Lot 3 Requested Exceptions (Commercial Lot)**

10. Requesting an exception to the required 8-ft landscaping yard along the southern perimeter to be reduced to 5-ft.
11. Requesting an exception to the required 15-ft of separation from access drives to parking areas along the southern perimeter be reduced to 5-ft.
12. Requesting an exception to the required 15-ft of separation from access drives to parking areas along the Common Space Access Drive on the west side of the lot to be 10-ft.
13. Requesting an exception to the required 15-ft of separation from access drives to the back of curb along the Lot 3 vehicular service area on the south side of the lot to 3.5-ft.
14. Requesting an exception that the rear foundation planting, facing the Common Space Access Drive, be waived. This area is a loading/unloading zone.
15. Requesting an exception that the screening for service areas, loading docks, and storage areas from ROW and adjacent parcels be waived.
16. Requesting an exception to the required 50-ft main building setback line along Robert Rose Drive to be reduced to 40-ft.
17. Requesting an exception to the required formal open space that no formal open space shall be required on this parcel.

**Common Shared Access Drive Exceptions:**

18. Requesting an exception to the required 5-ft landscaping yard along all perimeters to 0-ft.

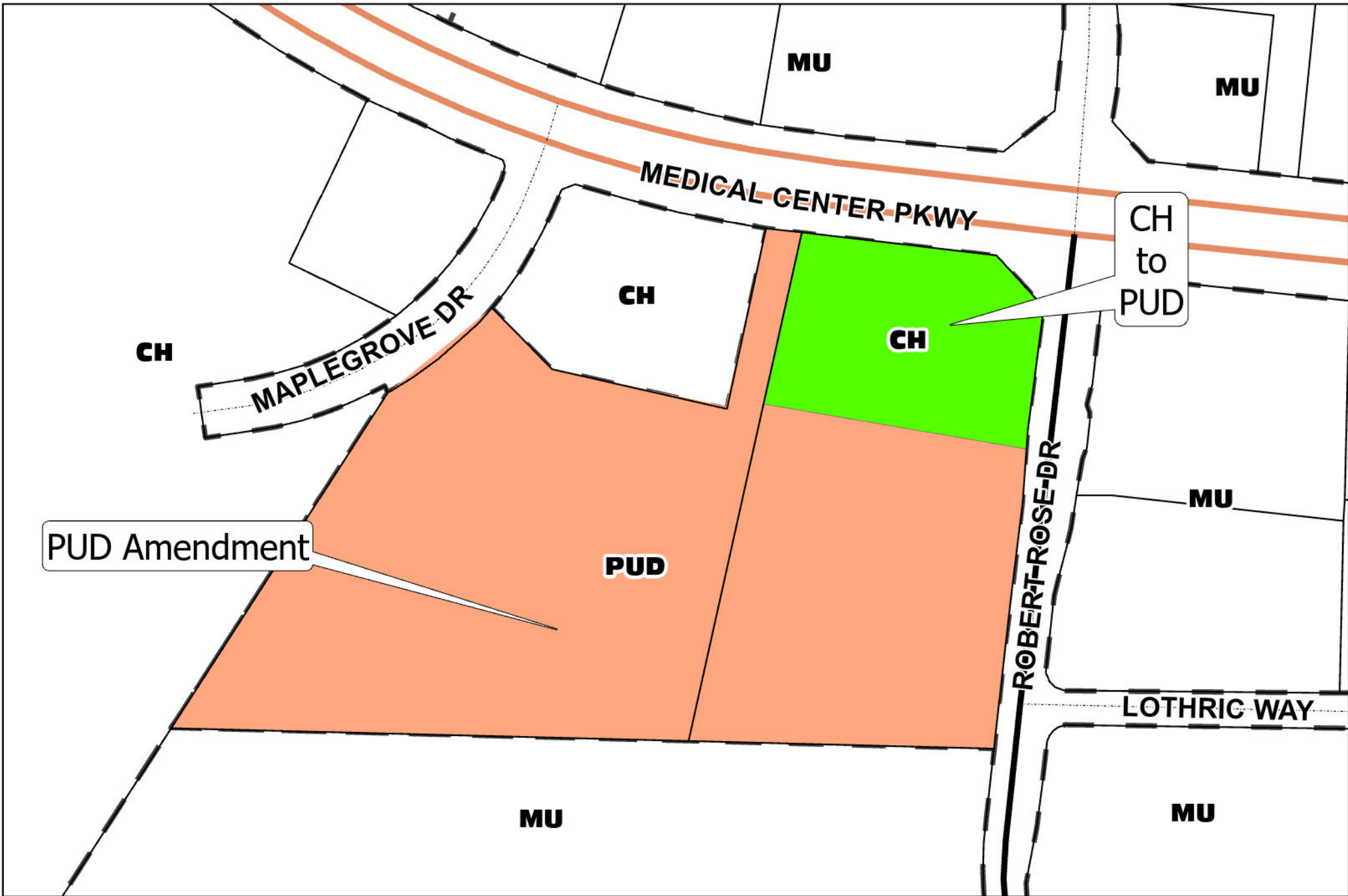
This designation pertains to commercial development as well as outparcels located on arterial and collector transportation routes. The primary difference in Urban and Auto-Urban character categories is the role of the automobile in its site design. Rather than buildings oriented to the street, as in an urban setting, such as what is found in downtown, auto-urban environments are characterized by large parking lots surrounding the buildings. Auto-Urban commercial uses include high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Uses like regional shopping center, grocery, hotels, gas stations, restaurants, and “big box” retailers. Due to the potential for these uses to generate high traffic volumes, their location should be on or with adequate access to arterial roadways.

**Recommendation:**

Staff requests the Planning Commission to consider the following items in its review of this request:

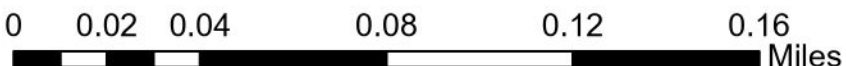
1. The proposed development type and characteristics are consistent with the approved *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
2. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PUD.

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. A copy of the PUD program book is included with the agenda materials. The Planning Commission conduct a public hearing prior to formulating a recommendation to the City Council. The City Council scheduled a public hearing on October 19, 2023.



Zoning Request for Property located along Medical Center Parkway and Robert Rose Drive  
PUD Amendment and CH & GDO1 to PUD (TDK Headquarters/Vintage "Mixed Use" PUD) and GDO-1

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

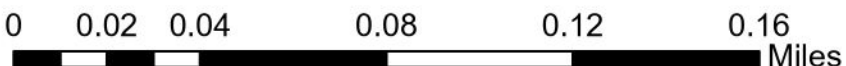






Zoning Request for Property located along Medical Center Parkway and Robert Rose Drive  
PUD Amendment and CH & GDO1 to PUD (TDK Headquarters/Vintage "Mixed Use" PUD) and GDO-1

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





# CERTIFICATE OF OWNERSHIP AND DEDICATION

I, JIMMY HENRY GATTON, JR., TRUSTEE OF THE C.M. GATTON TRUST, 1995, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY CONSENT FIRST CONSENT TO THE MURFREESBORO CITY ENGINEER'S REVIEW AND DEDICATE ALL STREETS, ALLEYS, WALKS, UTILITIES, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: 1-19-2016 C.M. Gatton, Jr.  
RECORD BOOK 346, PAGE 2035

TRUSTEE OF THE C.M. GATTON TRUST, 1995  
UNDER AGREEMENT DATED JANUARY 7, 1995

## CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:50,000 OR GREATER AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN OR WILL BE PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

DATE: 1-18-16 David A. Park  
REGISTERED SURVEYOR

TRIM: RLS No. 2381

## CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE STRUCTURES, DRAINAGE IMPROVEMENTS, AND STORMWATER QUALITY CONTROLS FOR THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR IF THAT A SURVEY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

DATE: 1/25/2016 Sam A. Ludlow  
CITY ENGINEER

## CERTIFICATE OF APPROVAL OF IMPROVED WATER SYSTEMS

CITY OF MURFREESBORO WATER SERVICE JURISDICTION  
I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURVEY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

DATE: 1/25/2016 Valerie H. Smith  
MURFREESBORO WATER AND SEWER OFFICIAL

## CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE SEWER LINES AND APPURTENANCES FOR THE SEWER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURVEY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF SAME.

DATE: 1/25/2016 Valerie H. Smith  
MURFREESBORO WATER AND SEWER OFFICIAL

## CERTIFICATE OF APPROVAL OF FIRE AND DOMESTIC WATER SYSTEMS

CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY WATER SERVICE JURISDICTION  
I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS, OR THE SPECIFICATIONS OF THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, OR (2) THAT A SURVEY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY TO ASSURE COMPLETION OF SAME.

DATE: 1-22-16 B. B. B.  
CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY OFFICIAL

## CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE MURFREESBORO ELECTRIC DEPARTMENT FOR ELECTRIC POWER SERVICE. THE SUBDIVISION IS WITHIN THE SERVICE AREA OF MED, AND THAT MED IS ABLE TO PROVIDE ELECTRIC POWER SERVICE TO THE SUBDIVISION SUBJECT TO THE OWNER COMPLYING WITH THE APPLICABLE RULES AND REGULATIONS OF MED. ELECTRIC POWER SERVICE WILL BE PROVIDED UNTIL MED'S REQUIREMENTS FOR ELECTRIC POWER SERVICE HAVE BEEN MET.

DATE: 1-22-16 Thomas R. R.  
MURFREESBORO ELECTRIC DEPARTMENT OFFICIAL

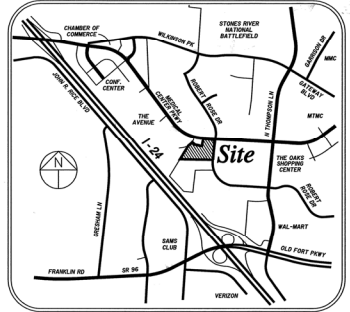
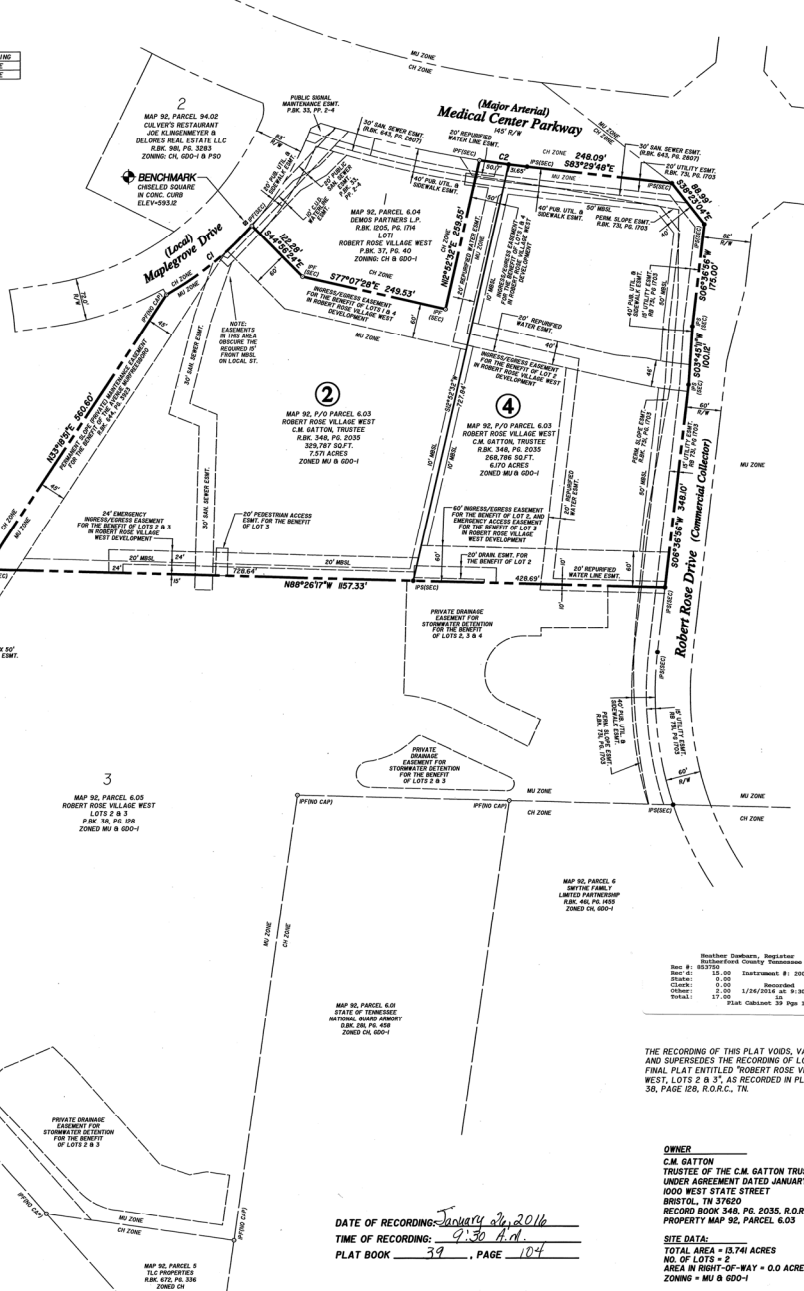
## CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF MURFREESBORO, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RUTHERFORD COUNTY REGISTER OF DEEDS PROVIDED THAT IT IS RECORDED WITHIN ONE YEAR OF THIS DATE.

DATE: 1/26/2016 Robert R. R.  
RUTHERFORD COUNTY REGISTER

## CURVE DATA

| CURVE DATA    | BEARING  | CHORD   | CHORD BEARING |
|---------------|----------|---------|---------------|
| C1 1°19'29" E | 552.30'  | 187.30' | 54.50'        |
| C2 2°50'18" E | 1875.50' | 81.81'  | 40.91'        |



## GENERAL NOTES

- THE PURPOSE OF THIS FINAL PLAT IS TO RESUBDIVIDE LOT 2 INTO 2 LOTS.
- BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO CITY OF MURFREESBORO URBAN GROWTH BOUNDARY MONUMENTS UG00-256 & UG00-064 (MAD 93-98).
- THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 17000C0001E, EFFECTIVE DATE JANUARY 8, 2007.
- ANY MINIMUM TRUSSED FLOOR ELEVATION (MFL) SHOWN INCLUDES THE MAIN BUILDING, GARAGES AND ACCESSORY STRUCTURES.
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM AVAILABLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PROVIDED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE CORRECT. ALL SUCH UTILITIES IN THE AREA OR INDICATED, AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
- NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR. THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDER OF A CURRENT AND ACCURATE TITLE RECORD.
- LOT 2 AND LOT 4 ARE ZONED MU 600-1 MINIMUM BUILDING SETBACKS FOR THIS ZONING DESIGNATION ARE AS FOLLOWS:  
FRONT = 15' (ADJACENT TO MAJOR ARTERIAL & COMMERCIAL COLLECTION STREET)  
SIDE = 10' (ADJACENT TO LOCAL STREET)  
REAR = 20' (ADJACENT TO MAJOR ARTERIAL)  
ADDITIONAL: THIS PROPERTY IS LOCATED IN A GATEWAY DESIGN OVERLAY DISTRICT. 600-1 PROPERTY IS SUBJECT TO ANY RESTRICTIONS THAT MAY APPLY.

- THE SOIL MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUTTING OR FILLING OPERATIONS PERFORMED DURING THE CONSTRUCTION OF THE BUILDING. THE BUILDER OF ANY PROPOSED STRUCTURE SHALL INVESTIGATE THE CURRENT CONDITIONS OF THE SOILS. A GEOTECHNICAL EXPERT OR OTHER QUALIFIED PERSON AS HE DEEMS APPROPRIATE TO ASSURE HIMSELF THAT THE DESIGN OF THE PROPOSED FOUNDATION IS ADEQUATE.
- IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT IN ACCORDANCE WITH A SUFFICIENT BRIDGE AND DRINKING WATER WHEN WELL CONVEY SURFACE WATER, WITHOUT FLOODING IN THE LOT OR AROUND THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
- NON-SPECIFIC PUBLIC UTILITY EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY UTILITY PROVIDERS, INCLUDING BUT NOT LIMITED TO: WATER, GAS, CABLE, TELEVISION, AND OTHERS.
- UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES THE MINIMUM FLOOR ELEVATION (MFL) TO BE SET AT OR ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION SHALL BE THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. THE HOME BUILDER AND/OR HOME OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THIS REQUIREMENT.
- EASEMENTS IN THE SUBDIVISION MAY NOT HAVE INFRASTRUCTURE CONSTRUCTED WITHIN THEIR LOTS. SOME FUTURE TIME AND PLACE MAY BE NO NOTICE OF CONSULTATION WITH THE INDIVIDUAL LOT OWNERS OF THIS CONSTRUCTION.
- ANY STREET IN THE SUBDIVISION MAY BE EXTENDED INTO ADJOINING PROPERTY AT ANY TIME WITHOUT ADDITIONAL NOTICE OR CONSULTATION.
- THE STREETS SHOWN ON THIS PLAT MAY BE CONSTRUCTED OR RECONSTRUCTED IN THE FUTURE WITHOUT CONSULTATION OR NOTICE TO THE OWNERS OF THE LOTS IN THE SUBDIVISION.
- PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY LOT IN THIS SUBDIVISION, THE OWNER SHALL POST A SUFFICIENT PLUMBING SURETY AS AN ABILITY TO BE COMPLIED BY THE CITY ENGINEER TO ASSURE CONSTRUCTION OF LOT INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO: DRAINAGE, DRAINAGE IMPROVEMENTS OR CONSTRUCTION OF WATER QUALITY ELEMENTS. SUCH CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- THIS PROPERTY LIES WITHIN THE OVERALL CREEK AND MEDICAL CENTER PARKWAY ASSESSMENT DISTRICT.
- THIS SITE CONTAINS POST-CONSTRUCTION BEST MANAGEMENT PRACTICES UTILIZED IN TREATING STORMWATER RUNOFF IN ORDER TO COMPLY WITH MURFREESBORO CITY CODE. A STORMWATER MAINTENANCE AGREEMENT IS REQUIRED WITH THIS PROPERTY AND MUST BE ALL SUBSEQUENT OWNERS TO ADOPT WITH THE CITY OF MURFREESBORO. PLAN ON FILE WITH THE CITY OF MURFREESBORO.
- WATER SERVICE, DOMESTIC & FIRE PROTECTION, IS PROVIDED BY CUD.
- THE DEVELOPER IS FINANCIALLY RESPONSIBLE FOR PROVIDING WATER, REPURVED WATER, AND SEWER SERVICE TO EACH LOT.

I hereby certify that this plat has been reviewed for the Rutherford County Development Tax. No Development Tax Required. 1-22-16  
RUTHERFORD COUNTY REGISTER, PLANNING COMMISSION

THE RECORDING OF THIS PLAT VACATES AND SUPERSEDES THE RECORDING OF LOT 2 ON A FINAL PLAT ENTITLED "ROBERT ROSE VILLAGE WEST, LOTS 2 & 3" AS RECORDED IN PLAT BOOK 36, PAGE 128, R.O.R.C., TN.

DATE OF RECORDING: 1-26-16  
TIME OF RECORDING: 9:30 A.M.  
PLAT BOOK: 39, PAGE: 104

OWNER: C.M. GATTON TRUSTEE OF THE C.M. GATTON TRUST UNDER AGREEMENT DATED JANUARY 7, 1995 2000 WEST STATE STREET BRISTOL, TN 37620  
RECORD BOOK 346, PAGE 2035, R.O.R.C. PROPERTY MAP 92, PARCEL 6.03  
SITE DATA: TOTAL AREA = 13.741 ACRES NO. OF LOTS = 2 AREA IN RIGHT-OF-WAY = 0.00 ACRES ZONING = MU 600-1

**FINAL PLAT**

**Resubdivision of Lot 2**

**Robert Rose Village West**

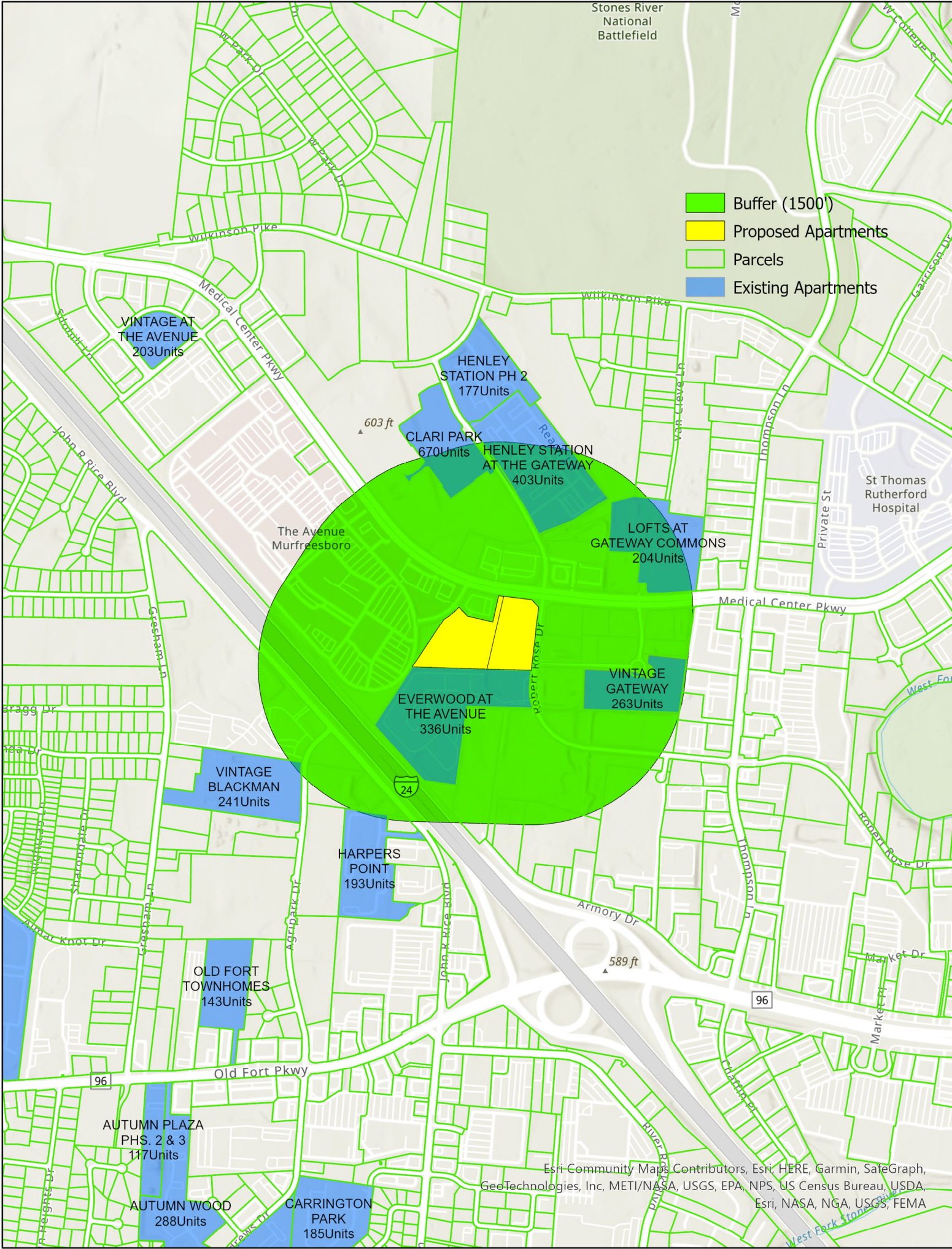
**SUBDIVISION**

CITY OF MURFREESBORO, TENNESSEE  
13th CIVIL DISTRICT OF RUTHERFORD COUNTY

**SEC, Inc.** SITE ENGINEERING CONSULTANTS  
ENGINEERING • SURVEYING • LAND PLANNING  
800 MOBILE: TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37029  
PHONE (615) 890-7900 • FAX (615) 895-2587

PROJ. # 080  
DATE: 7-05-05  
REV: 1-15-06  
FILE: RTR\msh\107271  
DRAWN BY: ACAD/MS  
SCALE: 1" = 100'  
SHEET 1 OF 1

15-2048



# SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING · SURVEYING · LAND PLANNING  
LANDSCAPE ARCHITECTURE

850 Middle Tennessee Blvd · Murfreesboro, TN 37129 · 615-890-7901 · www.sec-civil.com · Fax 615-895-2567

October 12, 2023

Margaret Ann Green  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

RE: 09110 TDK PUD Amendment City Council Public Hearing.  
PUD Pattern Book Summary Of Changes  
SEC Project No. 09110

Dear Margaret Ann,

Revisions per Staff Comments have been outlined below.

From a previous conversation/meeting we had I added the elevations from the Lot 3 Perspective that was already in the book.

## **(Staff Comments/Amendments)**

### **Development Services – Planning**

Margaret Ann Green - 615.893.6441

#### **Cover Page –**

Updated Submittal Date information

#### **Page 15 –**

For Lot 3 - Included the use of the color white as an exception and added a statement in regard to the final architecture at site plan level will closely align with the architecture shown in the pattern book.

#### **Page 16-17 –**

Added additional pages to show elevations of proposed lot 3 building.

#### **Page 34 (previously 32) –**

Revised exceptions to include architectural color exception.

**Page 38 (previously page 36) –**

Revised exceptions to include architectural color exception.

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901.

Sincerely,

A handwritten signature in red ink that reads "Matt Taylor". The signature is written in a cursive, flowing style.

Matt Taylor, P.E.

SEC, Inc.



# TDK CORPORATE HEADQUARTERS / VINTAGE “MIXED USE”

A REQUEST FOR AN AMENDMENT TO AN EXISTING PLANNED UNIT DISTRICT  
Murfreesboro, Tennessee

Initial Submittal  
August 17th, 2023

Resubmitted  
September 27th, 2023 for the  
October 11th Planning Commission Public Hearing

Resubmitted  
October 12th, 2023 for the  
October 19th Planning Commission Public Hearing







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

850 Middle Tennessee Blvd.  
Murfreesboro, Tennessee 37129



Company Name: TDK Construction  
Profession: Builder  
Attn: Ross Bradley  
Phone: (615) 895-8743  
Email: RBradley@tdkconstruction.com  
Web: www.tdkconstruction.com

1610 South Church Street Suite C  
Murfreesboro, Tennessee 37130



Company Name: Gamble Design Collaborative  
Profession: Landscape Architect/Development Planner  
Attn: Jeff Rosiak  
Phone: (615) 545-4121  
Email: jeff@gdc-tn.com  
Web: gdc-tn.com

3020 Stansberry Lane, Suite 201  
Franklin, Tennessee 37069



Company Name: Centric Architecture  
Profession: Architect  
Attn: Gina Emmanuel  
Phone: (615) 243-4663  
Email: gemmanuel@centricarchitecture.com  
Web: www.centricarchitecture.com

1206 Buchanan Street  
Nashville, Tennessee 37208

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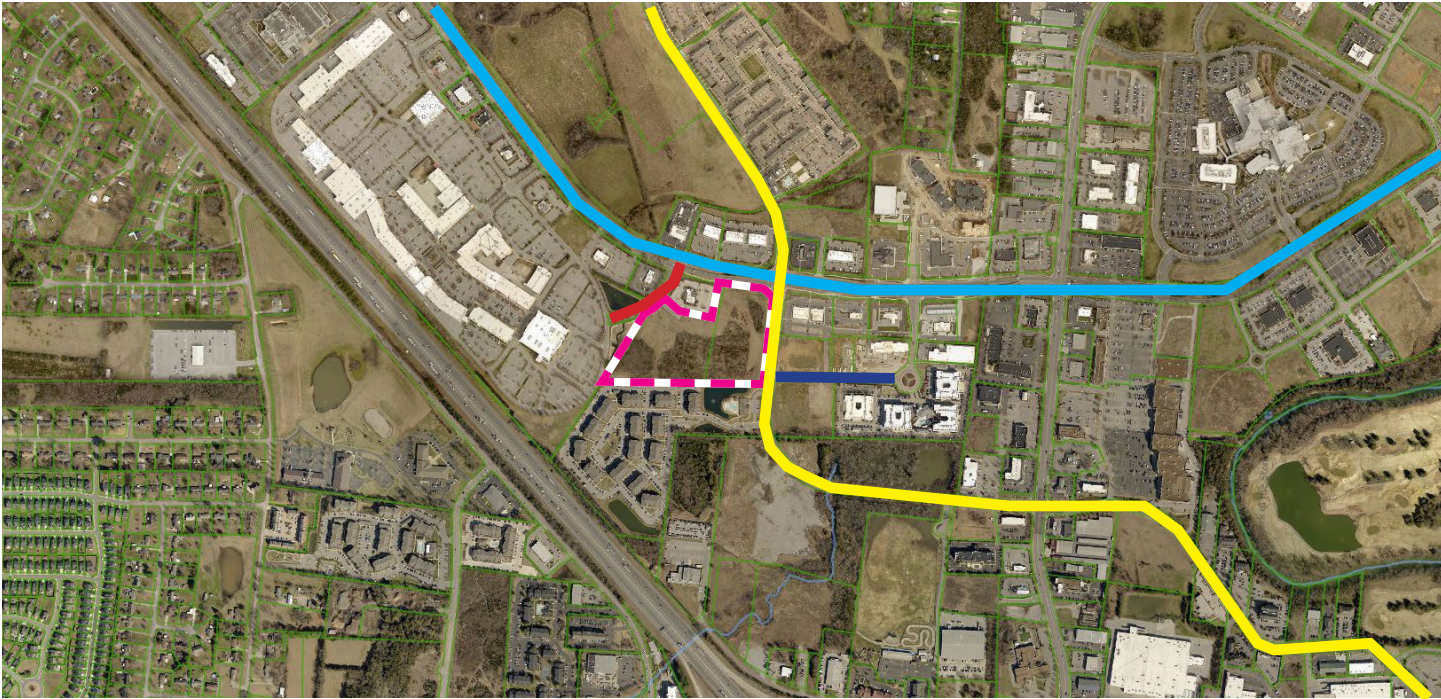
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AERIAL PHOTOGRAPH

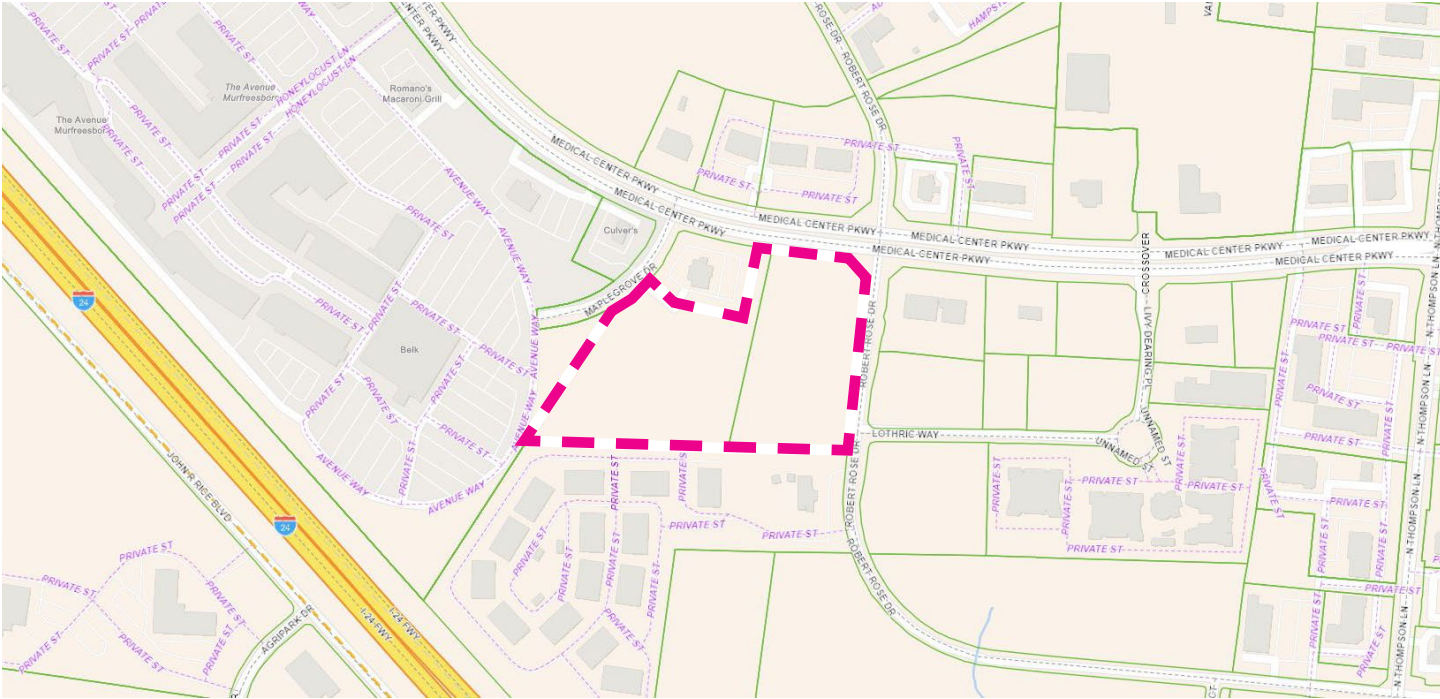
Not To Scale

- Medical Center Parkway
- Robert Rose Drive
- Maple Grove Drive
- Lothric Way



TDK Construction, LLC respectfully requests an amendment to the existing TDK Corporate Headquarters / Vintage “Mixed Use” PUD. The property is located south of Medical Center Parkway and west of Robert Rose Drive. The site is identified as Parcel 6.06 of Tax Map 92 and Parcel 6.03 of Tax Map 92 and is approximately 13.74 acres. With this amendment, the 2.49 acres of land originally rezoned to Commercial Highway (CH) will be rezoned to PUD and included as part of the overall development. The PUD shall be split into 3 distinct parcels; a Residential/Mixed Use Parcel (8.46 AC), an Office/Retail/Restaurant Parcel (1.79 AC), and a Corner Commercial Parcel (2.39 AC). A Common Space Access Drive shall be created between the three parcels and maintained via a Property Owners Association (POA) (1.10 AC).

The proposed development shall include a mixture of uses including residential, office, and retail. The residential luxury apartments ranging from one bedroom to two bedrooms shall be provided within buildings A-D and shall contain a maximum of 232 residential units. These apartments shall offer amenities such as valet trash services, a fitness center, private conference spaces, elevators, and centralized courtyard providing a myriad amount of additional amenities. At street level (1st floor), these buildings will contain between 13,000 and 15,000 square feet of office/retail/restaurant space, and shall provide intermittent outdoor seating areas for restaurants/shops, thus expanding upon the urban store front found commonly within the Medical Center Parkway area and The Avenue’s outdoor shopping area. An additional 1-5 story building shall provide a mix of office, retail, and restaurant space consisting of 20,000-65,000 square feet with a minimum of 12,000 square feet of office. A commercial building shall be constructed at the intersection of Medical Center Parkway and Robert Rose Drive and shall not exceed 14,500 square feet. Heights of the surrounding structures have been considered to avoid overshadowing existing adjacent properties. The proposed apartment buildings shall have a maximum height of 65’, the proposed corner commercial building shall have a maximum height of 35’, and the office building shall have a maximum height of 80’. The articulating facade of the buildings will add variety and character to the area. The building facades shall be constructed of primarily masonry materials to echo the surrounding Gateway character. Sidewalks have been provided throughout the development to promote pedestrian connectivity.



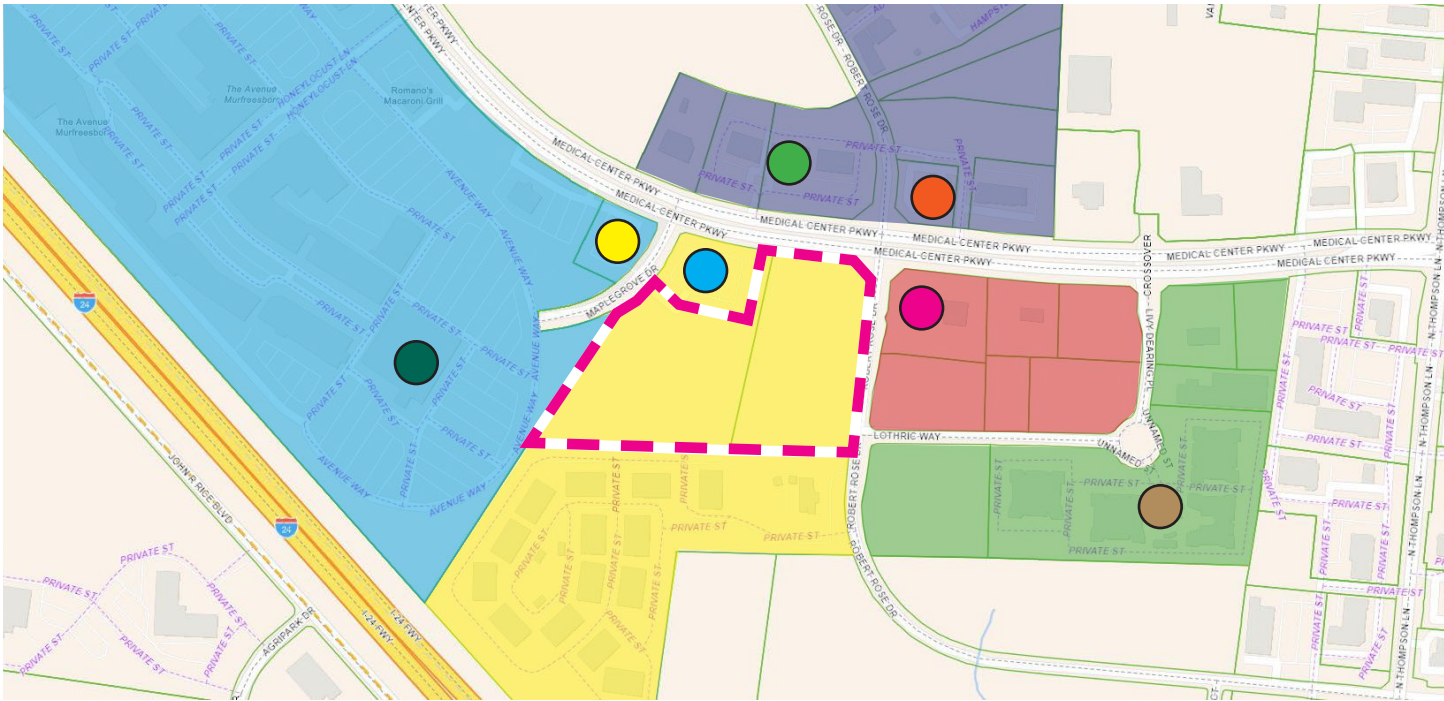
MAJOR THOROUGHFARE PLAN

Not To Scale



The property has/will have access to the existing public rights-of-way of Robert Rose Drive through two entrances, Medical Center Parkway through one entrance, and Maple Grove Drive through one entrance. There is an additional entrance connecting to Avenue Way, which is a private roadway to the west which serves as a major circulation roadway for The Avenue. No roadways impacted by this development are on the City of Murfreesboro Major Thoroughfare Plan. The primary Roadway that will be affected by this development is Robert Rose Drive, which is currently built as a two-lane roadway with a central turnlane.





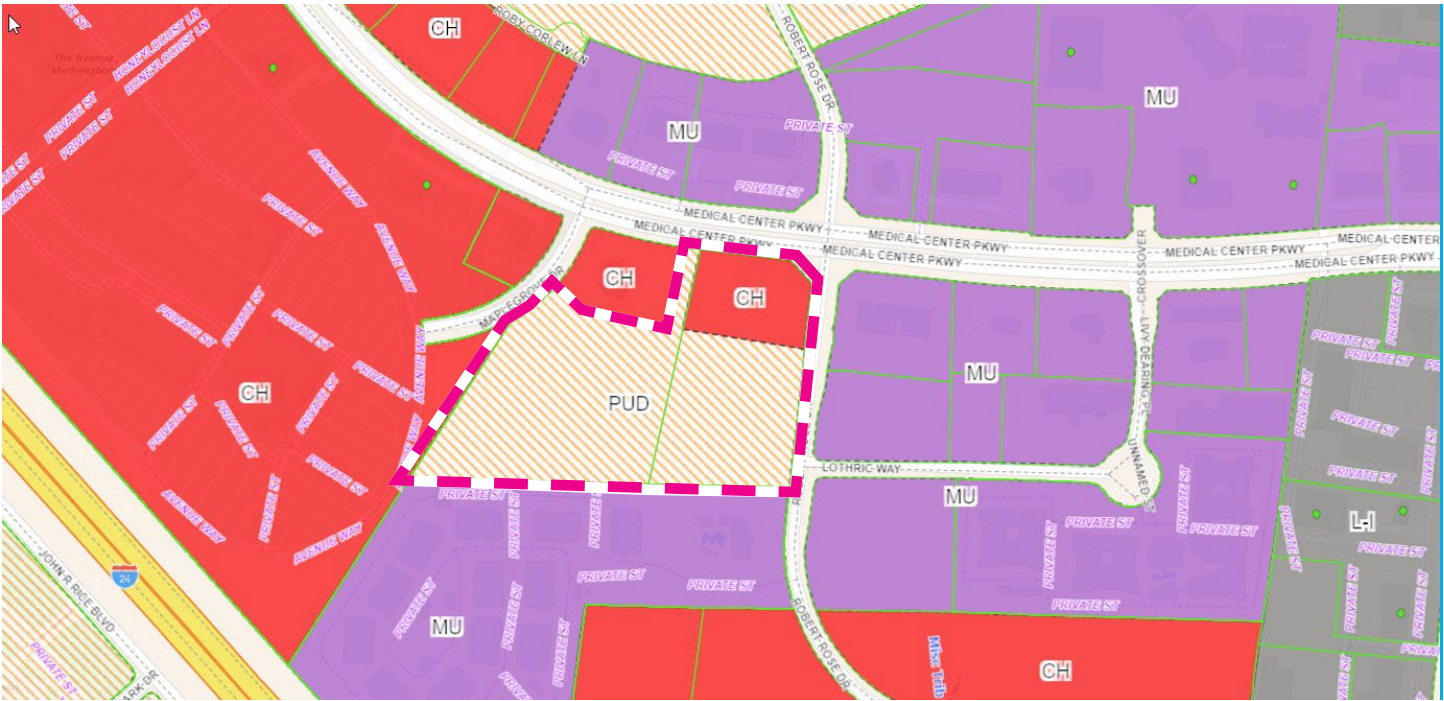
SUBDIVISION MAP

Not To Scale

- |                          |                    |                  |                      |
|--------------------------|--------------------|------------------|----------------------|
| The Avenue               | Vintage Gateway    | McAlister's Deli | Mission BBQ          |
| Robert Rose Village West | North Church LLC I | Culver's         | Volunteer State Bank |
| Robert Rose Village East | The Vintage        | PM Pediatrics    | Belk                 |
- Site Boundary

TDK Corporate Headquarters / Vintage “Mixed Use” is surrounded by a mixture of residential, retail, restaurants, and office uses. Directly to the south of the property is the remainder of the Robert Rose Village West subdivision. This property serves as an apartment complex called Everwood at the Avenue. This apartment complex consists of three-story apartment buildings. The elevations of these buildings are primary brick with alternating colors and patterns to add a sense of architectural diversity. The Avenue, a major center for retail and restaurants, is located to the west of this development. All buildings within The Avenue are constructed of primarily masonry materials and share various outdoor spaces designed for pedestrian seating and walkability. North Church LLC I is a subdivision north of this development with a mixture of retail, office, restaurant, and residential land uses. The commercial land uses are fronting onto Medical Center Parkway, and the residential use is to the north along Robert Rose Drive. This residential use makes up the LC Murfreesboro apartment complex. This complex consists of single-family attached apartments for rent. The elevations of these building consist of primarily masonry material with brick along all facades and vinyl on internal elevations. Robert Rose Village East is to the east of this development and consists of primarily restaurant and retail uses with a hotel at the rear. All commercial buildings within this development are made of primarily masonry materials. The Vintage is an apartment complex to the east within the Robert Rose Village East subdivision. This apartment complex consists of 4-story buildings with primarily masonry materials along all facades. The development has one point of ingress/egress onto Lothric Way’s roundabout. The apartment complex hosts a series of amenities, including a rooftop terrace & lounge, a pet park, a pool with a sundeck, grilling stations, and a fitness center. The amenities within this apartment complex closely match those being proposed within this rezoning.

The majority of uses surrounding TDK Corporate Headquarters / Vintage “Mixed Use” are apartment style living and restaurant/retail services with spaces designed for pedestrian connectivity and walkability. The proposed development matches the surrounding land uses as well as the character of the Gateway District.



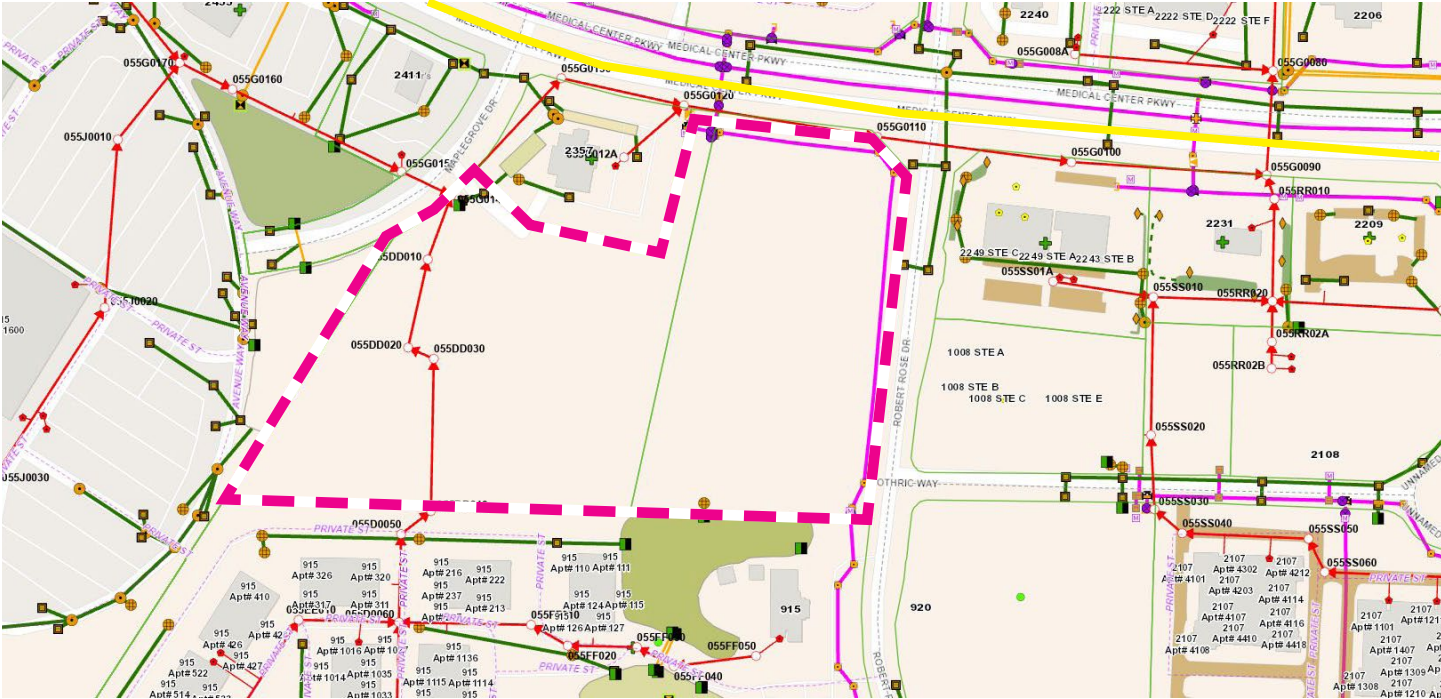
ZONING MAP

Not To Scale

- |     |                                      |
|-----|--------------------------------------|
| CH  | Commercial Highway (CH)              |
| MU  | Mixed Use (MU)                       |
| LI  | Light Industrial (LI)                |
| PCD | Planned Commercial Development (PCD) |
| PUD | Planned Unit District (PUD)          |
- Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The areas to the south and east are zoned Mixed Use (MU). The areas to the north and west are zoned Commercial Highway (CH). The site is also within the City Gateway Design District (GDO-1). The proposed PUD’s mix of uses will be a addition to the existing character of the area and will help to bridge the gap of pedestrian facilities between the Mixed Use and the Commercial Highway sectors of the area.





UTILITY MAP

Not To Scale



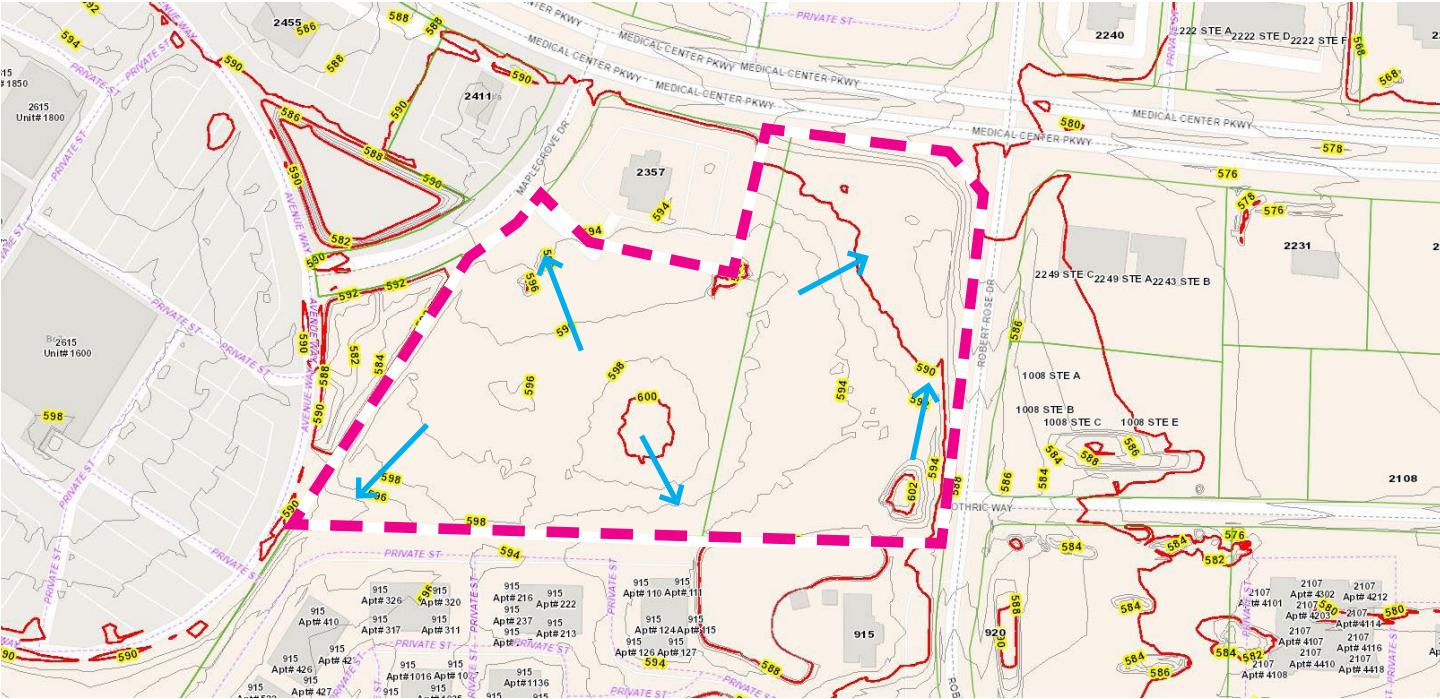
Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 12” PVC line within the R.O.W. of Medical Center Parkway as well as an existing 8” PVC line within the western portion of the site. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



Water service will be provided by the Consolidated Utility District. There is an existing 12 inch water line along Medical Center Parkway and Robert Rose Village Drive as well as an existing repurified waterline exists along Medical Center Parkway and Robert Rose Drive as well. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Medical Center Parkway and Robert Rose Drive. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



HYDROLOGY AND TOPOGRAPHY

Not To Scale



The topographic map above shows the site’s topographic high point generally at the south perimeter of the property. From this high point, the property drains towards the northwest, northeast, and southwest. All stormwater on site flows towards existing roadway drainage systems which surrounding the property.

No portions of this site are within a floodway or floodplain per FEMA flood panel 47149C0260J eff. 05/09/2023 and FEMA flood panel 47149C0225J eff. 05/09/2023.



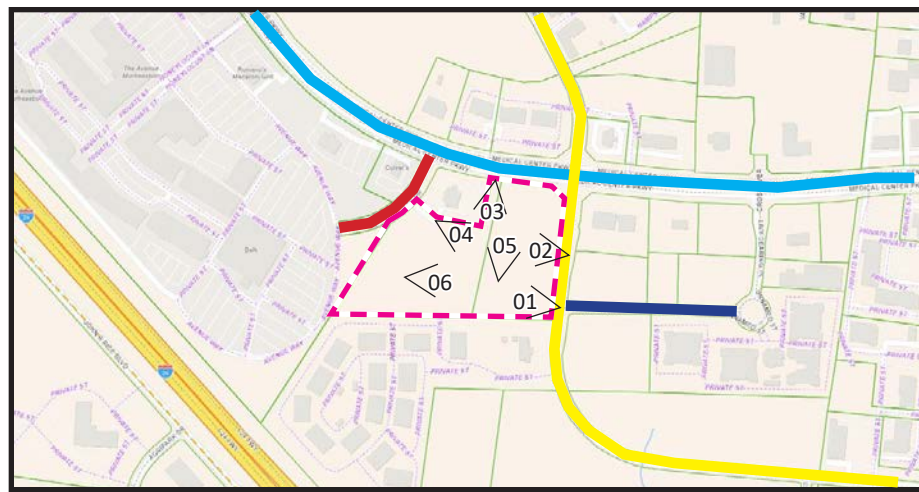


PHOTO DIRECTION MAP

Not To Scale

- Medical Center Parkway
- Robert Rose Drive
- Maple Grove Drive
- Lothric Way



Site Boundary

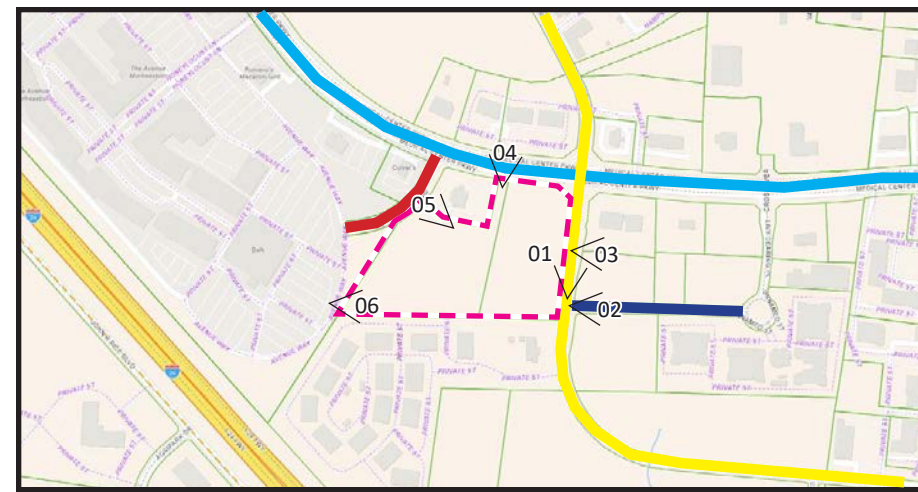


PHOTO DIRECTION MAP

Not To Scale

- Medical Center Parkway
- Robert Rose Drive
- Maple Grove Drive
- Lothric Way



Site Boundary







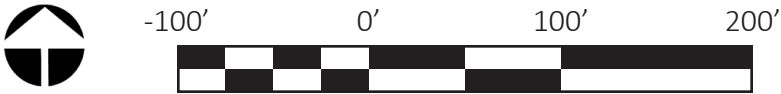
|                                     |                   |
|-------------------------------------|-------------------|
| Total Land Area:                    | ±13.74 Acres      |
| Corner Commercial Land Area:        | ±2.39 Acres       |
| Common Access Drive Land Area:      | ±1.10 Acres       |
| Office/Retail/Restaurant Land Area: | ±1.79 Acres       |
| Residential/Mixed Use Land Area:    | ±8.46 Acres       |
| Total Number of 1-BDR Units:        | 138 Units         |
| Total Number of 2-BDR Units:        | 94 Units          |
| Maximum Number of Units:            | 232 Units         |
| Density: 232 Units/8.46 Acres =     | ±27.42 Units/Acre |

|                                     |                   |
|-------------------------------------|-------------------|
| Open Space:                         |                   |
| Required Overall Open Space:        | ±2.75 Acres (20%) |
| Provided Overall Open Space:        | ±2.75 Acres (20%) |
| Required Overall Formal Open Space: | ±0.54 Acres (4%)  |
| Provided Overall Formal Open Space: | ±0.54 Acres (4%)  |

- Notes:
- Stormwater will be handled via underground detention and utilization of the existing stormwater pond to the south within the Everwood Apartment Complex.

-  Proposed Buildings
-  Open Space

The central courtyard area shall be fenced in and access shall be restricted to residence of the facility. Locking mechanisms for this area will be similar to those provided with typical subdivision pools. Additionally, life safety access will be provided for emergencies.





|   |                         |
|---|-------------------------|
| Lot 1 Land Area:                            | ±8.46 Acres             |
| Proposed Building A Area:                   | 77,000 SF               |
| Proposed Building B Area:                   | 98,500 SF               |
| Proposed Building C Area:                   | 54,600 SF               |
| Proposed Building D Area:                   | 89,000 SF               |
| Parking Requirements:                       |                         |
| 1 B.R. (138 X 1 B.R.)= 138 B.R.'s           |                         |
| 138 Total B.R.'S X 1.1 spaces/B.R. =        | 152 Spaces              |
| 2 B.R. (94 X 2 B.R.)= 188 B.R.'s            |                         |
| 188 Total B.R.'S X 1.1 Spaces/B.R. =        | 207 Spaces              |
| Commercial Center (Not to Exceed 15,000 SF) |                         |
| 1 Space/225 SF =                            | 67 Spaces               |
| Total Parking Spaces Required:              | 426 Spaces              |
| Total Park Spaces Provided:                 | 525 Spaces (+99 Spaces) |
| Open Space:                                 |                         |
| Required Overall Open Space:                | ±2.75 Acres (20%)       |
| Provided Overall Open Space:                | ±2.75 Acres (20%)       |
| Required Overall Formal Open Space:         | ±0.54 Acres (4%)        |
| Provided Overall Formal Open Space:         | ±0.54 Acres (4%)        |

- Notes:
- Stormwater will be handled via underground detention and utilization of the existing stormwater pond to the south within the Everwood Apartment Complex.

- Proposed Buildings
- Open Space

The central courtyard area shall be fenced in and access shall be restricted to residence of the facility. Locking mechanisms for this area will be similar to those provided with typical subdivision pools. Additionally, life safety access will be provided for emergencies.



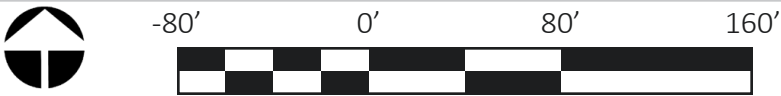


|                                     |                         |
|-------------------------------------|-------------------------|
| Lot 2 Land Area:                    | ±1.79 Acres             |
| Proposed Building Area:             | 20,000- 65,000 SF       |
| Parking Requirements:               |                         |
| 1 Space/300 SF of Building =        | 217 Spaces              |
| Total Park Spaces Provided:         | 92 Spaces (-125 Spaces) |
| Open Space:                         |                         |
| Required Overall Open Space:        | ±2.75 Acres (20%)       |
| Provided Overall Open Space:        | ±2.75 Acres (20%)       |
| Required Overall Formal Open Space: | ±0.54 Acres (4%)        |
| Provided Overall Formal Open Space: | ±0.54 Acres (4%)        |

Notes:

- Stormwater will be handled via underground detention and utilization of the existing stormwater pond to the south within the Everwood Apartment Complex.

- Proposed Buildings
- Open Space





|                                     |                         |
|-------------------------------------|-------------------------|
| Lot 3 Land Area:                    | ±2.39 Acres             |
| Proposed Building Area:             | Not to Exceed 14,500 SF |
| Parking Requirements:               |                         |
| 1 Space/300 SF of Building =        | 48 Spaces               |
| Total Park Spaces Provided:         | 122 Spaces (+74 Spaces) |
| Open Space:                         |                         |
| Required Overall Open Space:        | ±2.75 Acres (20%)       |
| Provided Overall Open Space:        | ±2.75 Acres (20%)       |
| Required Overall Formal Open Space: | ±0.54 Acres (4%)        |
| Provided Overall Formal Open Space: | ±0.54 Acres (4%)        |

- Notes:
- Stormwater will be handled via underground detention and utilization of the existing stormwater pond to the south within the Everwood Apartment Complex.
  - See Pages 34 and 38 for requested exception to formalized open space.
  - See Pages 34 and 38 for requested outdoor storage exceptions.

Proposed Buildings

Open Space



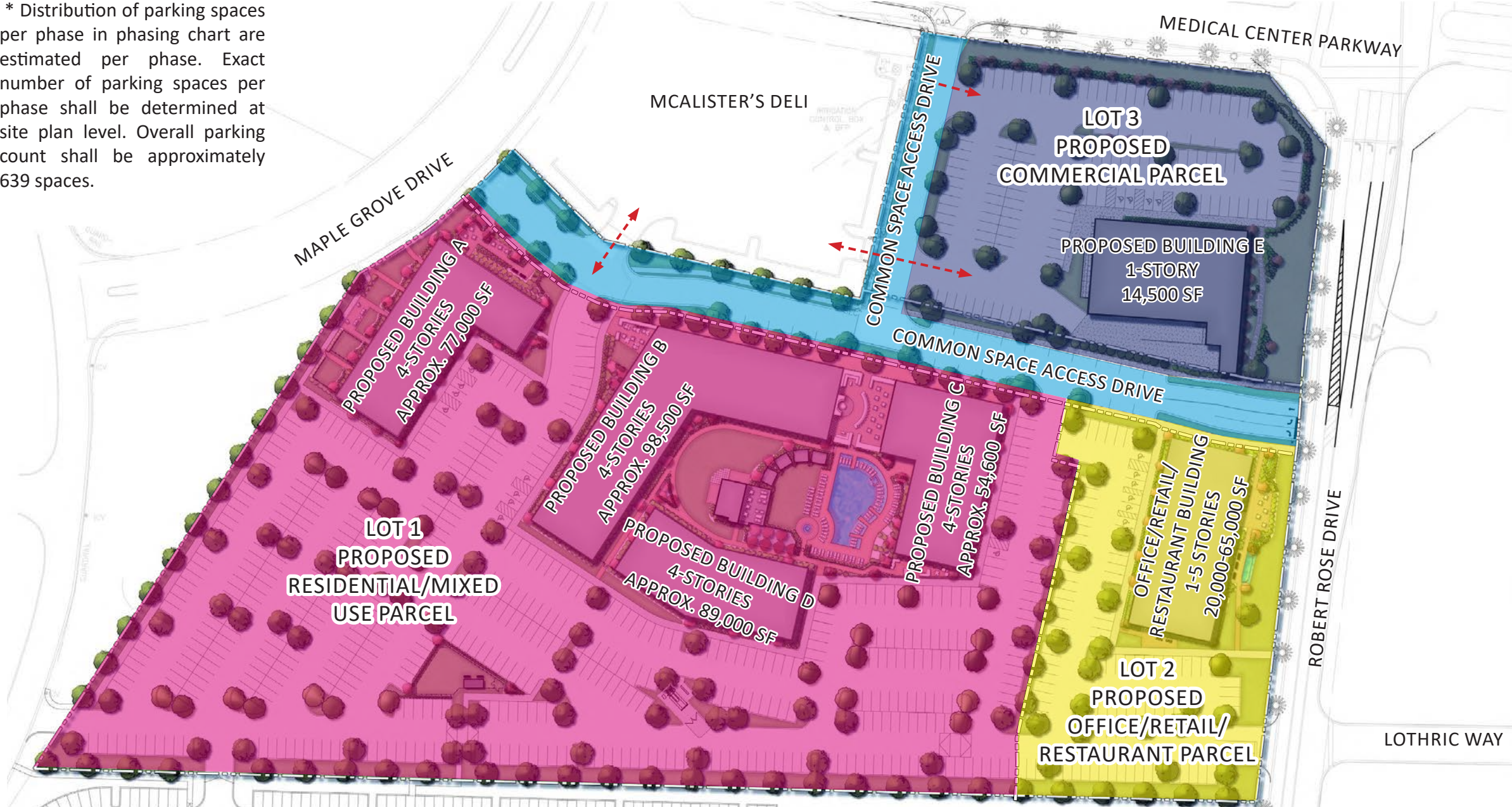


Phasing may be started and completed in any order, and the provided phasing plans intend to show the common space access drive and applicable building parcel construction area in each phase.

- Common Space Access Drive
- Residential/Mixed Use Parcel (Lot 1)
- Office/Retail/Restaurant Parcel (Lot 2)
- Commercial Corner Parcel (Lot 3)

- The project is anticipated to be built in 3 distinct parcels/phases.
- Phase 1 will include all roadway improvements proposed for this site and all public road improvements.
- Construction of Phase 1 is anticipated to begin within 180 days after the completion of the rezoning process.
- Phases will be market driven
- All amenities and open spaces shall be constructed within the phase they are shown and must be operational prior to the recording of the final section's plat.
- All parcels shall have access to this drive through an access easement.
- The common space access drive shall be constructed with whichever phase is started first.

\* Distribution of parking spaces per phase in phasing chart are estimated per phase. Exact number of parking spaces per phase shall be determined at site plan level. Overall parking count shall be approximately 639 spaces.



**OVERALL PARKING REQUIREMENT:**

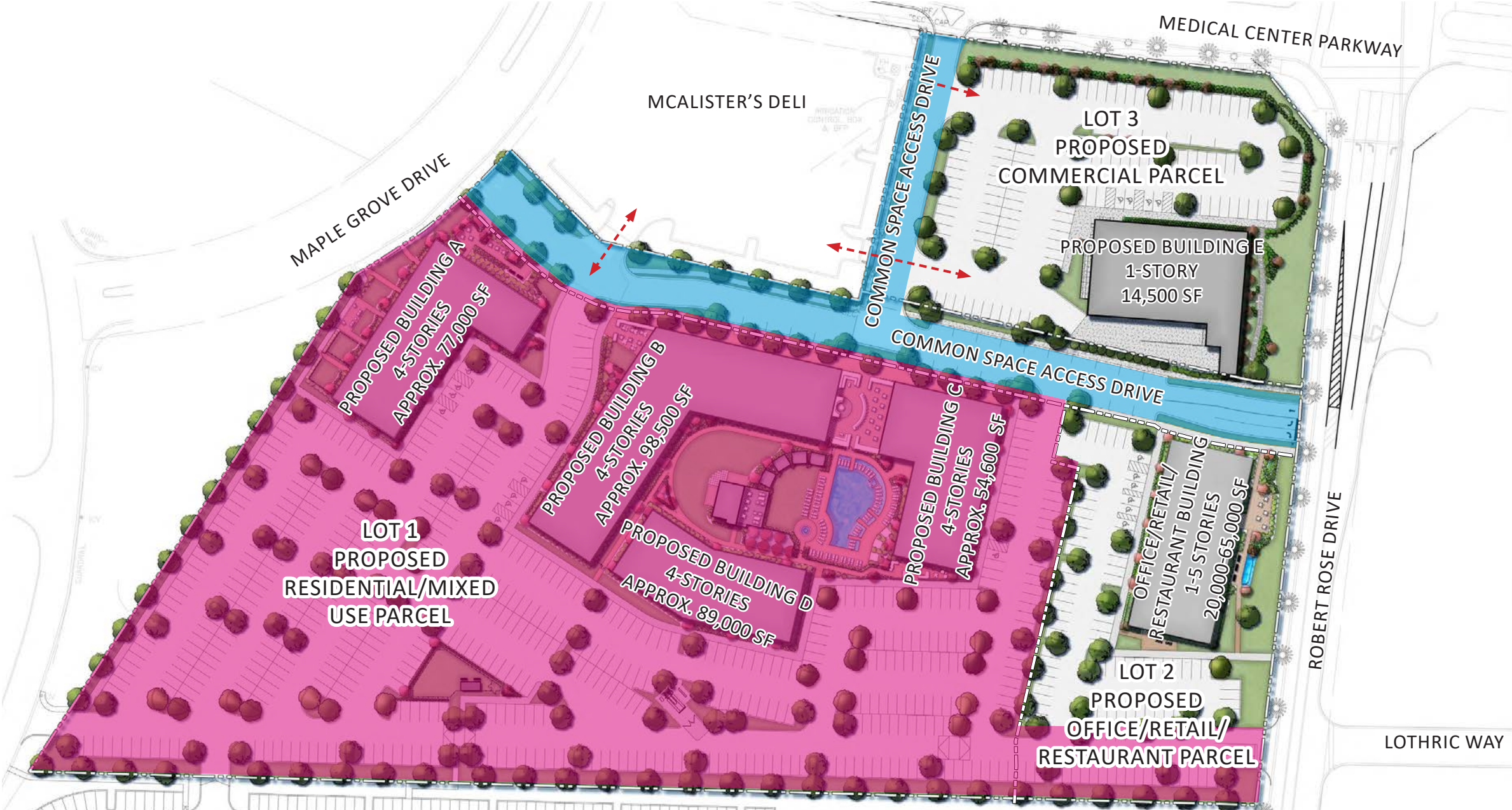
|  |   |
|--|---|
| LOT 1 - RESIDENTIAL UNITS                      |   |
| 1 B.R. (138 X 1 B.R.)= 138 B.R.'S              |   |
| 138 TOTAL B.R.'S X 1.1 SPACES REQ'D/B.R.       | = 152 SPACES REQUIRED   |
| 2 B.R. (94 X 2 B.R.)= 188 B.R.'S               |   |
| 188 TOTAL B.R.'S X 1.1 SPACES REQ'D/B.R.       | = 207 SPACES REQUIRED   |
| LOT 1 - COMMERCIAL CENTER                      |   |
| NOT TO EXCEED 15,000 SQ.FT. X 1/225 SQ.FT.     | = 67 SPACES REQUIRED  |
| LOT 2 OFFICE/RETAIL/RESTAURANT SPACE           |   |
| BETWEEN 20,000 AND 65,000 SQ.FT X 1/300 SQ.FT. | = 217 SPACES REQUIRED   |
| <b>TOTAL REQUIRED SPACES</b>                   |   |
| PROVIDED SPACES                                | = 643 SPACE   |
|  | = 645 SPACES (523 STANDARD SPACES + 22 PARALLEL SPACES + 100 COMPACT SPACES) + AN ADDITIONAL 16 H.C. SPACES |
| LOT 3 - COMMERCIAL HIGHWAY CENTER              |   |
| NOT TO EXCEED 14,500 SQ.FT. X 1/300 SQ.FT.     | = 48 SPACES REQUIRED  |
| PROVIDED SPACES                                | = 122 SPACES + AN ADDITIONAL 5 H.C. SPACES  |





Phasing Plan (Lot 1 - Residential/Mixed Use):  
Standard Spaces Provided: 455 Spaces  
Compact Spaces Provided: 100 Spaces  
Parallel Spaces Provided: 22 Spaces  
Total Parking Provided: 577 Spaces  
  
HC Spaces Provided: +10 Spaces  
  
\*Parallel parking spaces to be provided along common space shared access drive.

- Common Space Access Drive
- Residential/Mixed Use Parcel (Lot 1)

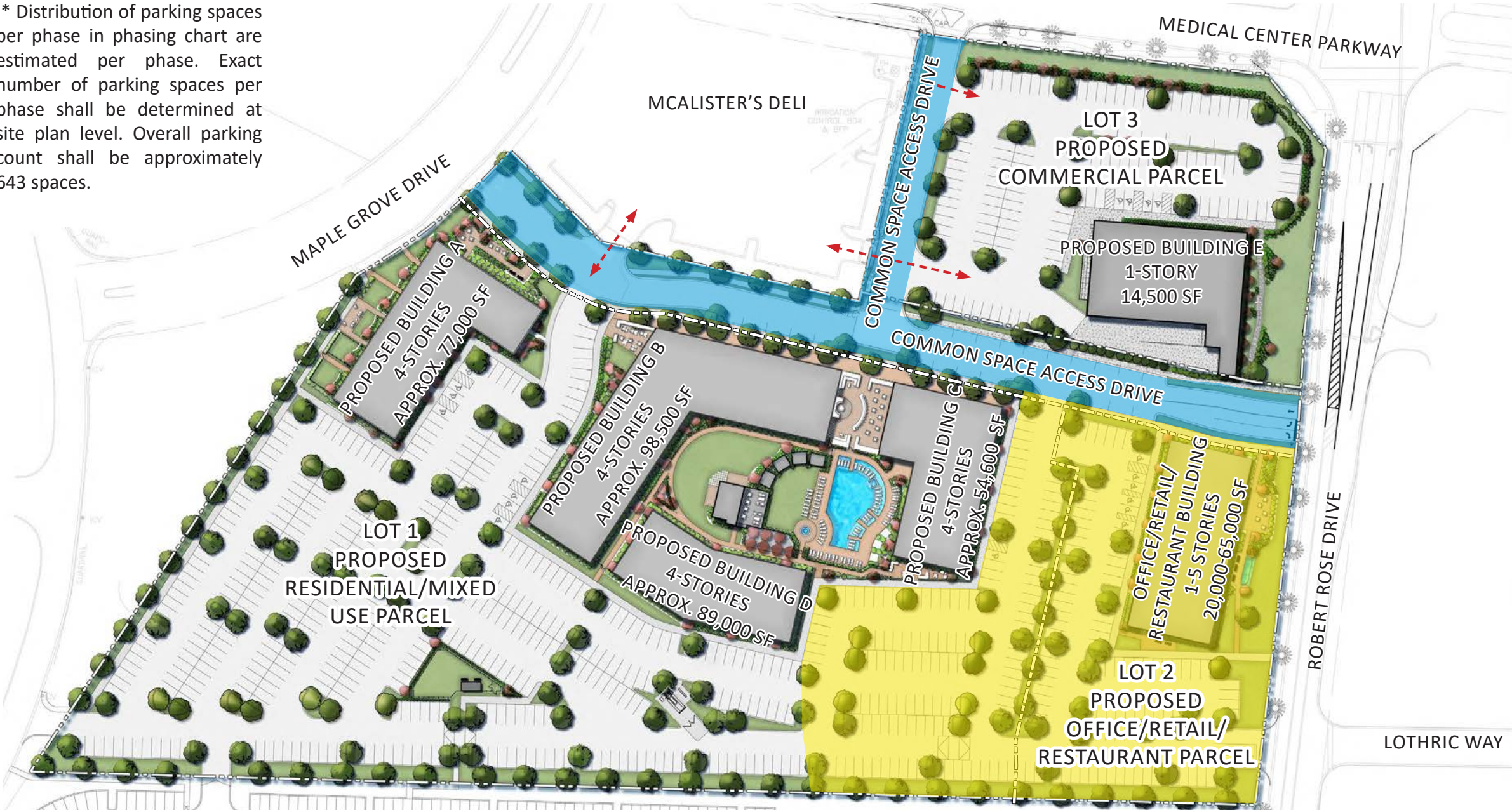




Phasing Plan (Lot 2 - Office/Retail/Restaurant):  
Standard Spaces Provided: 157 Spaces  
Compact Spaces Provided: 65 Spaces  
Parallel Spaces Provided: 22 Spaces  
Total Parking Provided: 242 Spaces  
  
HC Spaces Provided: +8 Spaces  
  
\*Parallel parking spaces to be provided along common space shared access drive.

- Common Space Access Drive
- Office/Retail/Restaurant Parcel (Lot 2)

\* Distribution of parking spaces per phase in phasing chart are estimated per phase. Exact number of parking spaces per phase shall be determined at site plan level. Overall parking count shall be approximately 643 spaces.

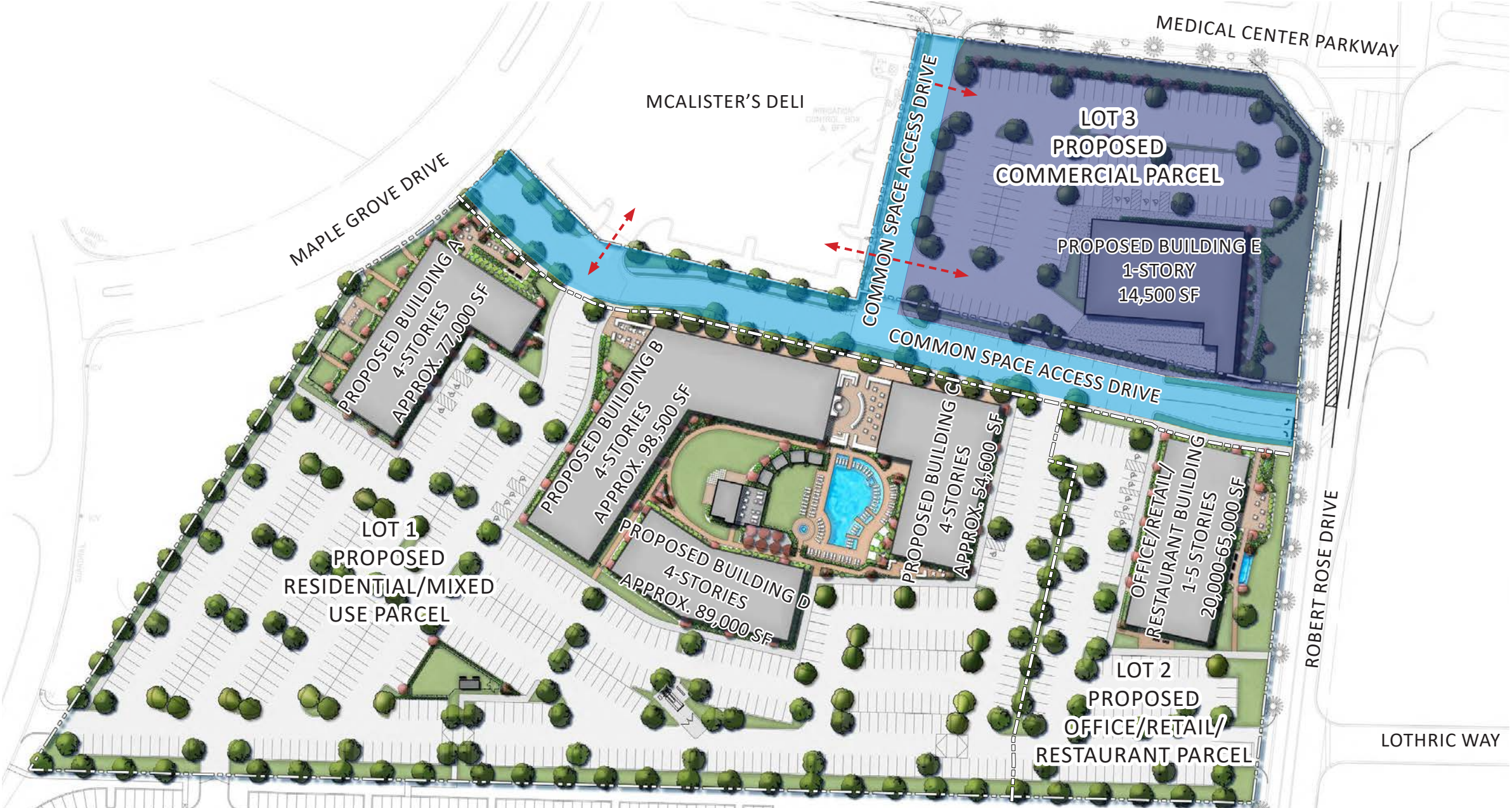




Phasing Plan (Lot 3 - Corner Commercial):  
Standard Spaces Provided: 122 Spaces  
HC Spaces Provided: 5 Spaces  
Parallel Spaces Provided: 22 Spaces  
Total Parking Provided: 149 Spaces

\*Parallel parking spaces to be provided along common space shared access drive.

- Common Space Access Drive
- Commercial Corner Parcel (Lot 3)





PUD Standards:

- 6 Proposed Buildings on 4 lots of record
  - Lot 1
    - Proposed Building A (4-Stories) - Mixed Use (Residential, Office, Retail)
    - Proposed Building B (4-Stories) - Mixed Use (Residential, Office, Retail)
    - Proposed Building C (4-Stories) - Mixed Use (Residential, Office, Retail)
      - Combined first floor retail from buildings A,B, and C shall be between 13,000 and 15,000 square feet
    - Proposed Building D (4-Stories) - Residential
      - Combined residential units for all buildings shall contain a maximum of 232 units.
  - Lot 2
    - Proposed Office/Retail/Restaurant Building (1-5 Stories)
    - 20,000-65,000 square feet with a minimum of 12,000 square feet of office
  - Lot 3
    - Proposed Commercial Highway Building (1-Story)
- Mixed-Use (Lot 1) and Office/Retail/Restaurant (Lot 2) will have a recorded shared parking agreement executed
- All residential units shall have a minimum one bedroom
- Each unit will be for rent
- All mechanical equipment (i.e. HVAC and transformers) to be screened
- HVAC units will be located on the roof of each building and shall be screen with parapet walls.
- All on-site utilities will be underground
- Solid waste will be handled via a trash compactor and serviced by a valet trash service.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- The fitness center building will have fire protection via a sprinkler or dry standpipe.
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community
- Mail service will be provided via CBUs
- Decorative street lights will be coordinated with MTE and will meet MTE’s standards for management by MTE. These same lights will be used along pedestrian routes in the development while more standard LED lights will be utilized in parking areas.
- Street lights shall match existing light structure along roadways within the Gateway District.
- Lighting internal to the site shall match existing light structures used within the Vintage Avenue & Gateway.
- All building owners will be required to be a member of the Property Owners Association (P.O.A.).
- As a member of the P.O.A., the owners will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- P.O.A will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an P.O.A.
- All driveways and parking areas will be private and maintained by the P.O.A.
- The maintenance and upkeep of the Common Space Access drive shall be assured via a Property Owners Association (POA) between all lots.



EXAMPLE OF TRASH ENCLOSURE



EXAMPLE OF STREET LIGHT



EXAMPLE OF INTERNAL LIGHT

Lot 3 - Commercial Building - Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- Building will be 1-story
- Building shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- The building foundations shall be accented with a 5’ wide landscaping bed along Medical Center Parkway and Robert Rose Drive. No foundation landscaping shall be provided on the south side of the building. The west side of the building shall include a minimum 5’ landscape bed along the cart storage.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Building exteriors shall consist of a mixture of materials and shall be varied to accentuate different elements along the building exteriors.
- All building and development signage shall be designed to the City of Murfreesboro signage guidelines.
- All architecture shall comply with the City Design Guidelines
- Lot 3 architecture and color shall closely align with the image provided within this pattern book. White shall be allowed on this lot as shown. If proposed colors are discontinued or become unavailable, equivalent colors shall be permitted.

Building Materials:

- Front Elevations: All Masonry Products
- Side Elevations: All Masonry Products
- Rear Elevations: All Masonry Products
- All Elevations: Vinyl shall not be permitted



EXAMPLE OF COMMERCIAL HIGHWAY LOT ARCHITECTURE

| Allowable Uses                                      |
|---|
| DWELLINGS   |
| Multi-Family  |
| COMMERCIAL  |
| Bakery, Retail                                      |
| Bank, Branch Office                                 |
| Bank, Main Office                                   |
| Barber or Beauty Shop                               |
| Book or Card Shop                                   |
| Business School                                     |
| Business and Communication Service                  |
| Catering Establishment                              |
| Clothing Store                                      |
| Coffee, Food, or Beverage Kiosk                     |
| Commercial Center                                   |
| Delicatessen  |
| Dry Cleaning Pick-Up Station                        |
| Financial Service - Excluding Cash Advance Buisness |
| Flower or Plant Store                               |
| Interior Decorator                                  |
| Keys, Locksmith                                     |
| Offices   |
| Optical Dispensaries                                |
| Personal Service Establishment                      |
| Pharmacies  |

\*Restricted uses shall be regulated through restrictive covenants

|  |
|--|
| Photo Finishing  |
| Photo Finishing Pick-Up Station  |
| Radio, TV, or Recording Studio   |
| Reducing and Weight Control Service  |
| Restaurant and Carry-Out Restaurant  |
| Restaurant, Specialty  |
| Restaurant, Specialty-Limited  |
| Retail Shop, other than enumerated elsewhere   |
| Specialty Shop   |
| INDUSTRIAL   |
| Brewery  |
| Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery |
| Pottery, Figurines, and Ceramic Products   |
| TRANSPORTATION AND PUBLIC UTILITIES  |
| Post Office or Postal Facility   |
| Telephone or Communication Services  |
| OTHER  |
| Advertising Sign   |
| Home Occupations   |

Corner Commercial Parcel Prohibited Uses

- Gas Stations
- Automotive Repair
- Motor Vehicle Sales
- Car Washes
- Beer & Tobacco Store
- Liquor Store
- Convenience Store



B-1  
HENRY BRICK  
TRADITIONAL- HARTFORD  
MORTAR: GREY  
(OR EQUIVALENT)

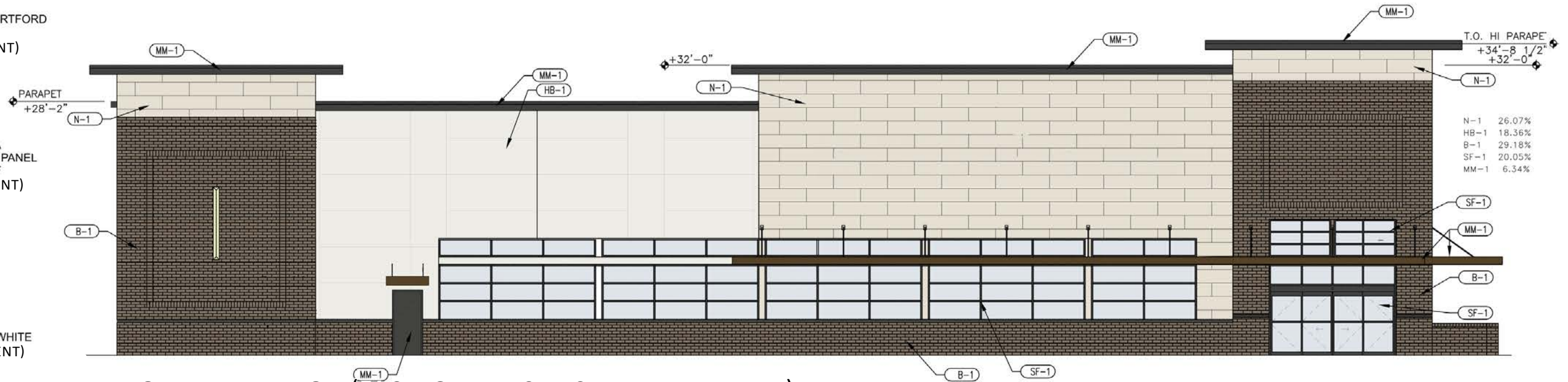
SOFFIT: NICHHA  
VINTAGE WOOD PANEL  
CEDAR EPC762F  
(OR EQUIVALENT)

N-1  
NICHHA BLOCK  
SW 7042 SHOJI WHITE  
(OR EQUIVALENT)

HB-1  
HARDIE BOARD STUCCO PANELS  
SMOOTH PANEL  
SW 7005 PURE WHITE  
(OR EQUIVALENT)

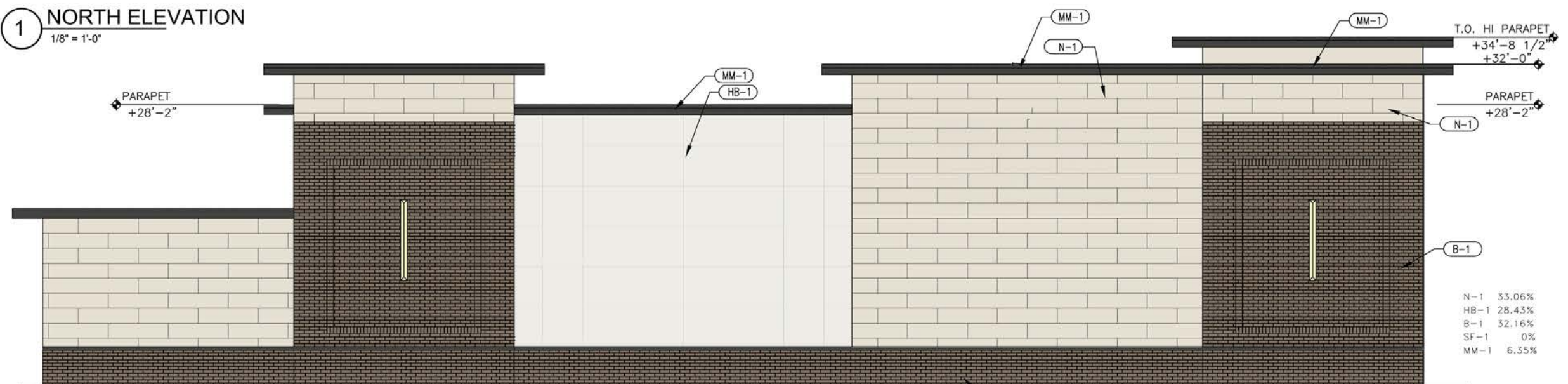
MM-1  
SW 7069 IRON ORE  
(OR EQUIVALENT)

SF-1  
BRONZE  
(OR EQUIVALENT)



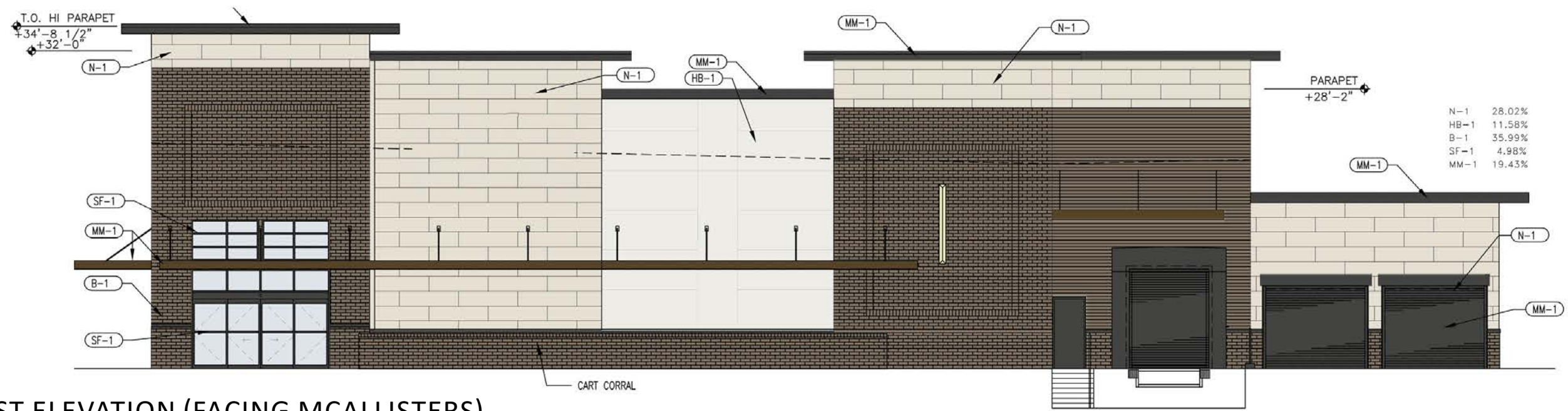
**NORTH ELEVATION (FACING MEDICAL CENTER PARKWAY)**

**1 NORTH ELEVATION**  
1/8" = 1'-0"

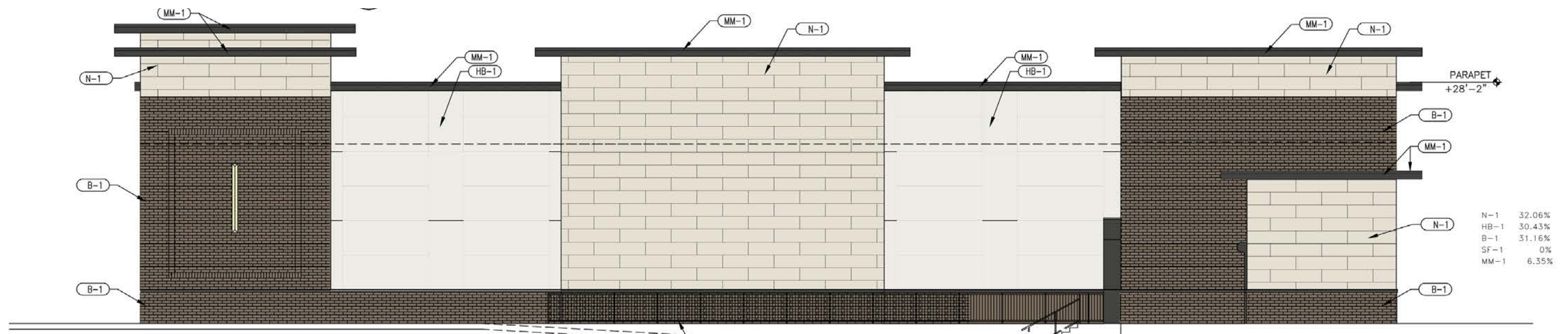


**EAST ELEVATION (FACING ROBERT ROSE DRIVE)**





**WEST ELEVATION (FACING MCALLISTERS)**



**SOUTH ELEVATION (FACING COMMON SPACE ACCESS DRIVE)**



**PUD Architectural Characteristics:**

- Building heights shall not exceed 80 feet
- Buildings shall have articulation of planes to create varied facades along exteriors of all buildings.
- Building exteriors shall consist of a mixture of materials and shall be varied to accentuate different elements along the building exteriors.
- All building and development signage shall be designed to the City of Murfreesboro signage guidelines.

**PUD Building Materials:**

Front Elevations: Masonry Products, Fiber Cement and/or Faux Wood Accents, Glass  
Side Elevations: Masonry Products, Fiber Cement and/or Faux Wood Accents, Glass  
Rear Elevations: Masonry Products, Fiber Cement and/or Faux Wood Accents, Glass  
All Elevations: Vinyl shall not be permitted



**Setbacks External to the Site**

\*All buildings shall be setback a minimum of 40-feet from all property lines except those which abut Maple Grove Drive. All buildings which abut Maple Grove Drive shall be setback a minimum of 15-feet

**Setbacks Internal to the Site**

|  |         |
|--|---------|
| Front/Side to Back of Sidewalk:                | 5-feet  |
| Side to Side:                                  | 20-feet |
| Side to Rear:                                  | 20-feet |
| Lot 1 and 3 Facade to Internal Property Lines: | 10-feet |
| Lot 2 Facade to Internal Property Lines:       | 5-feet  |

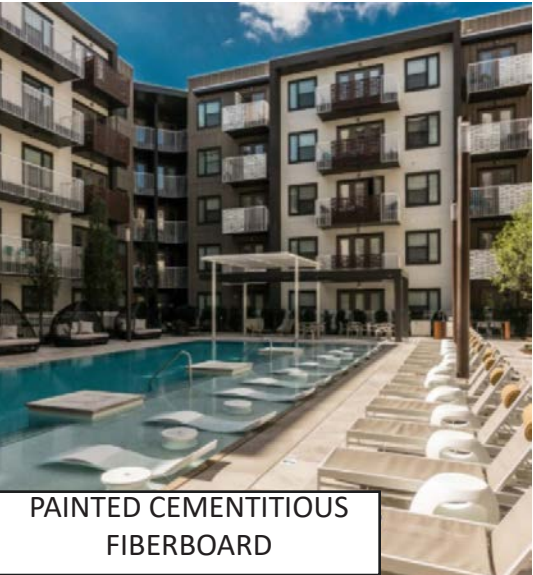
GRAY BRICK AND FAUX WOOD LOOK SIDING



CAST STONE



GLASS WALL SYSTEM



PAINTED CEMENTITIOUS FIBERBOARD

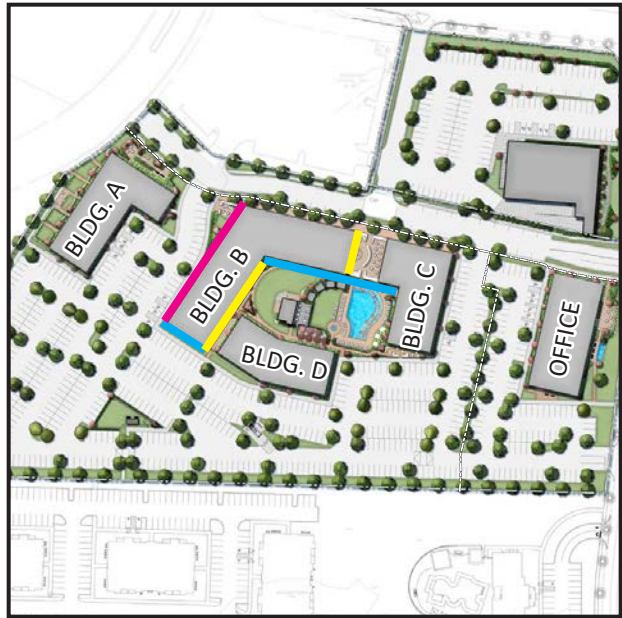


FAUX WOOD ACCENT AT DOOR RECESSES

FAUX WOOD ACCENT







5 BUILDING B, C (CTYD) SOUTH (TOWARDS PARKING AND COURTYARD)



3 BUILDING B EAST (CTYD)



4 BUILDING B EAST (TOWARDS BUILDING C)

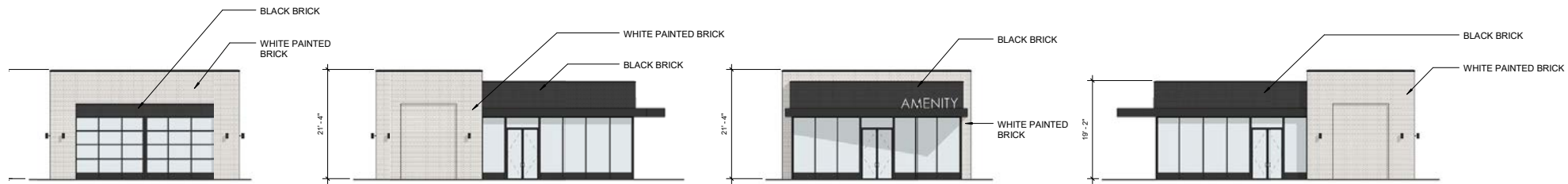


1 BUILDING B WEST (TOWARDS PARKING AND BUILDING A)



2 BUILDING B SOUTH ELEVATION (TOWARDS PARKING)



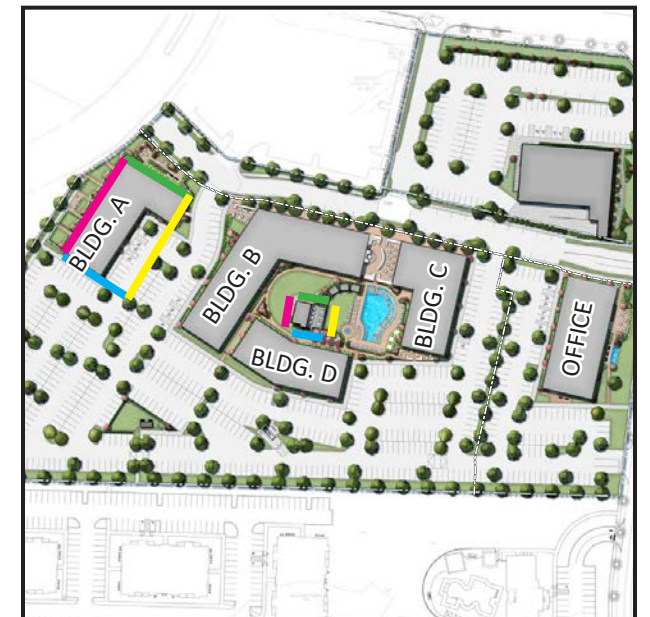


9 AMENITY BLDG - WEST

8 AMENITY BLDG - SOUTH

7 AMENITY BLDG - EAST

6 AMENITY BLDG - NORTH



4 BUILDING A SOUTH 2 (TOWARDS PARKING)



3 BUILDING A EAST (TOWARDS BUILDING B)



2 BUILDING A NORTH (TOWARDS McALISTER'S DELI)



1 BUILDING A WEST (TOWARDS THE AVENUE)





6 BUILDING D WEST (TOWARDS BUILDING B)



5 BUILDING D NORTH (CTYD) 2 (TOWARDS COURTYARD)



4 BUILDING D NORTH (CTYD) (TOWARDS COURTYARD)



3 BUILDING D EAST ELEVATION (TOWARDS OFFICE BUILDING)



2 BUILDING D SOUTH 1 (TOWARDS PARKING)



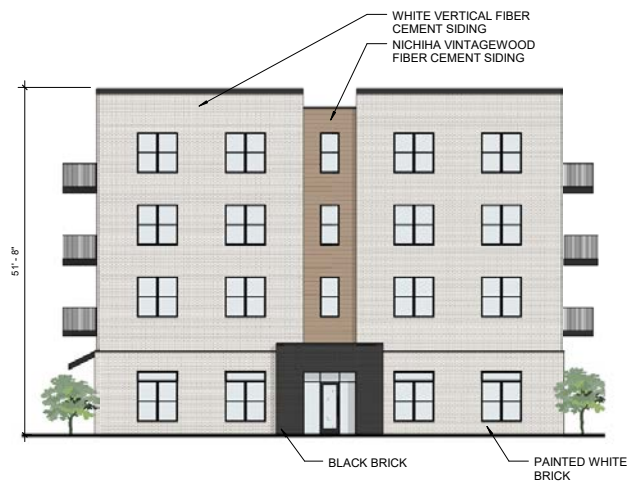
1 BUILDING D SOUTH 2 (TOWARDS PARKING)







**4** BUILDING C EAST ELEVATION (TOWARDS OFFICE BUILDING)



**3** BUILDING C SOUTH (TOWARDS BUILDING D)



**2** BUILDING C WEST (CTYD)



**1** BUILDING B, C NORTH ELEVATION (TOWARDS MEDICAL CENTER PARKWAY)





\*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.





Evening Perspective looking Southwest across the TDK Development.





\*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.





#### LOCATION MAP - AMENITIES

Not To Scale

- A** Public Seating
- B** Enhanced Landscaping
- C** Plaza Area/Flexible Seating

#### DOG PARK & BUILDING A

The dog park is located in the southwest portion of the property. The park will provide the development with a gathering place for pets and provide amenities such as pet agility equipment and a pet spa. Sidewalks have been provided to the dog park to promote walkability. Building A hosts two separate amenities areas, both supporting similar amenities. These amenities include public seating, enhanced landscaping, and a small outdoor dining space for those patronizing the commercial businesses on the first floor.



With this request TDK Corporate Headquarters / Vintage "Mixed Use" will be dedicating over 2 acres (20% of the site) to open space. Usable open space nodes have been provided throughout the site which support a variety of amenities for both residential and public use. Sidewalks will be provided throughout the development to promote pedestrian circulation both through the site and to surrounding properties.



Example of Dog Park



Example of Public Seating

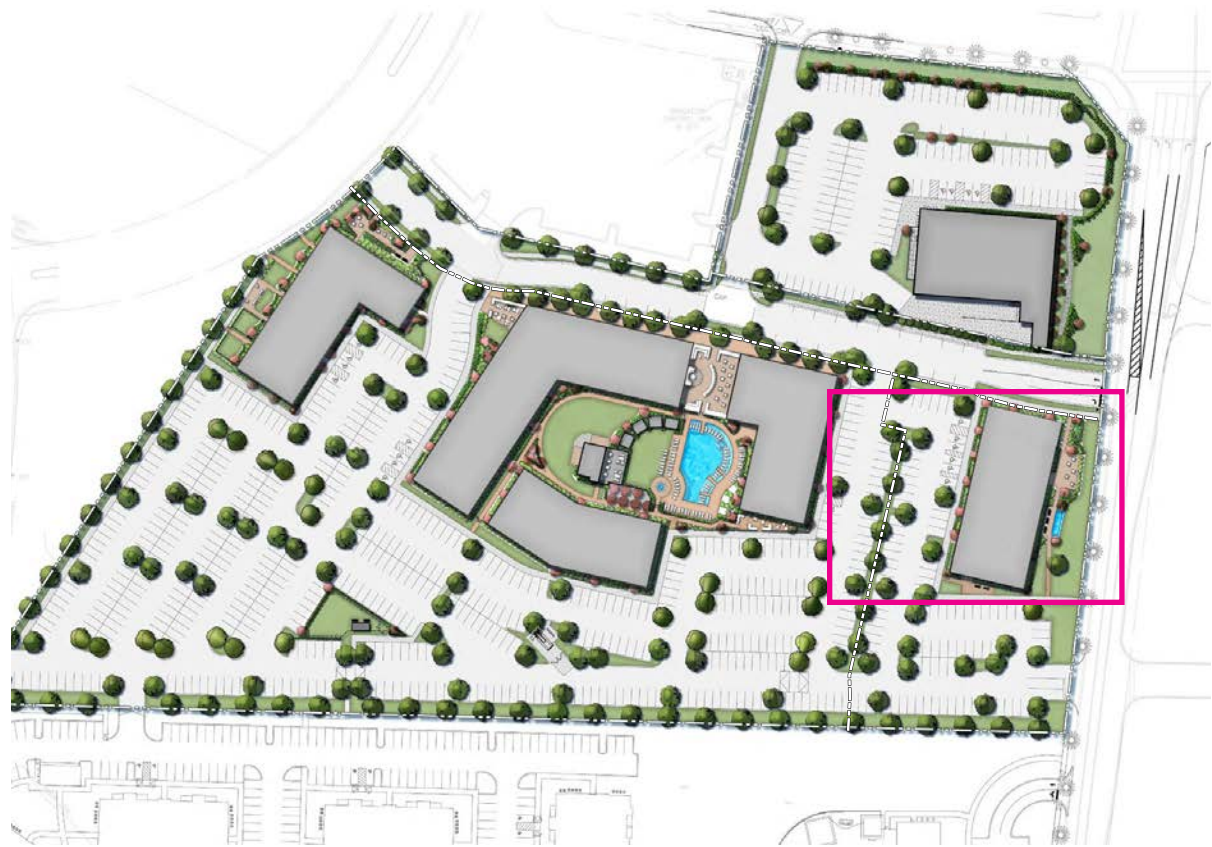


Example of Enhanced Landscaping



Example of Outdoor Dining





LOCATION MAP - AMENITIES

Not To Scale

- A Public Seating
- B Plaza Area/Flexible Seating
- C Enhanced Landscaping

OFFICE BUILDING

The office building located along Robert Rose Drive will support a variety of both public and private amenities aimed to support those who work in or near the building. Outdoor seating and patio spaces have been provided along two sides of the building. Landscaping within the public spaces shall be enhanced to provide a soft screen from the adjacent roadway and enhance the overall appeal of the space.



Example of Public Seating

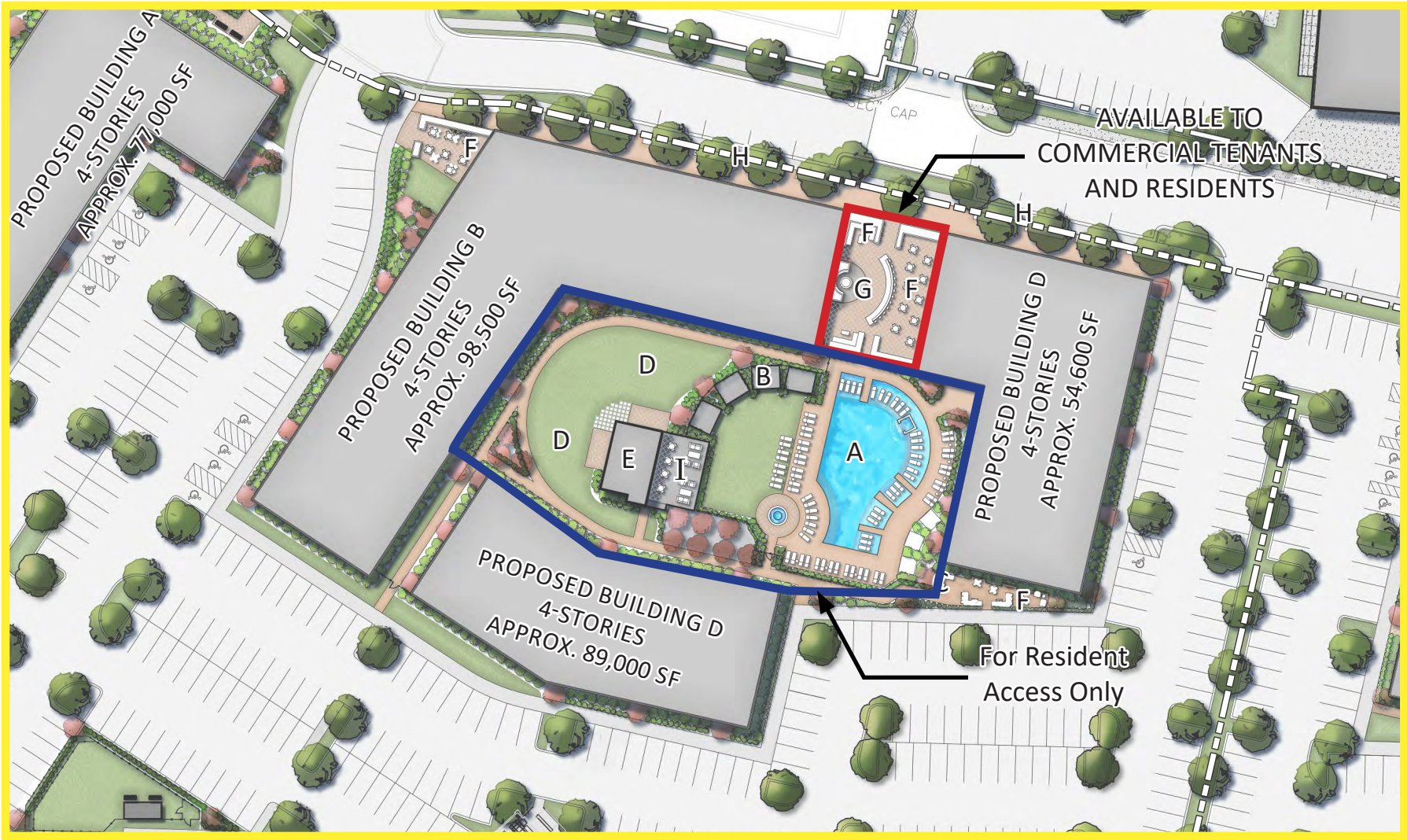


Example of Outdoor Dining



Example of Enhanced Landscape





### CENTRAL COURTYARD

The central courtyard will host the majority of the site amenities for both residential and commercial uses. This courtyard is located in the middle of the site, surrounded on all sides by proposed buildings. This courtyard will include: a resort lap pool, sun decks, cabanas, fire pits, grilling stations, a beergarten, an event lawn, corn hole, a fitness center, outdoor dining areas, an urban garden, and public seating. A portion of these amenities will support the local businesses by providing a large variety of outdoor events and spaces geared towards both casual and formal dining as well as spaces to hold public events. While the majority of the interior of the courtyard shall be private and only service the residence, the remainder of the amenities are located on the outside of the courtyard and between the buildings. This provides a delineation between the public and private uses of the site.



### LOCATION MAP - AMENITIES

Not To Scale

- |                              |                                      |                                   |
|------------------------------|--------------------------------------|-----------------------------------|
| <b>A</b> Private Pool & Deck | <b>D</b> Event Lawn                  | <b>G</b> Public Performance Space |
| <b>B</b> Cabanas             | <b>E</b> Fitness Center              | <b>H</b> Street Scape             |
| <b>C</b> Beer Garden         | <b>F</b> Plaza Area/Flexible Seating | <b>I</b> Private Rooftop Patio    |



Example of Pool Area



Example of Cabana



Example of Beer Garden



Example of Event Lawn





Example of Outdoor Recreation



Example of Outdoor Recreation



Example of Courtyard Character



Example of Outdoor Bar Seating



Example of Fitness Center



Example of Flexible Seating



Example of Alternate Hardscape



Example of Hammocks



Example of Public Performance Space



Example of Outdoor Dining Table w/ Fire Pit

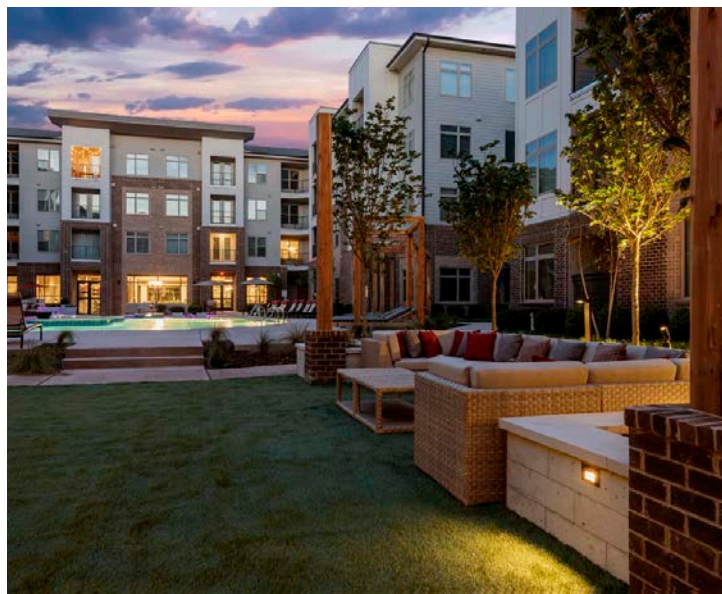


Example of Entrance to Courtyard

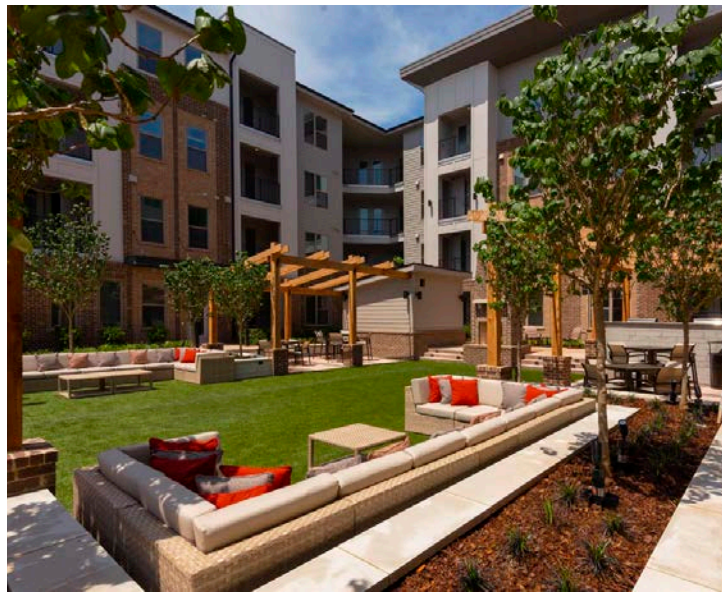


Example of Outdoor Grilling Area

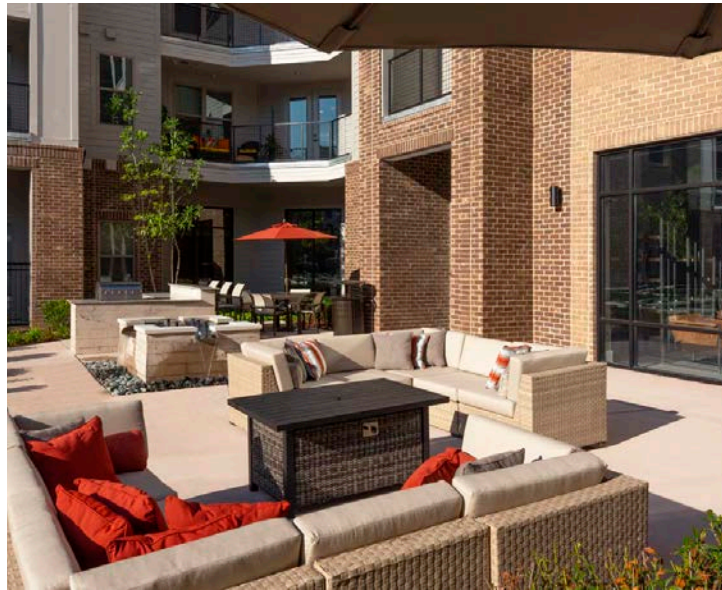




Example of Central Courtyard Character



Example of Central Courtyard Character



Example of Central Courtyard Character



Example of Central Courtyard Character



Example of Central Courtyard Character



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

**Landscaping Characteristics:**

- Public rights-of-way shall be screened from parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or walls.
- Solid waste enclosure shall be screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of buildings will have at least 5 foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.





Pursuant to the City of Murfreesboro's Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. Robert Rose Drive is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 3 lane cross-section with curb and gutter along with sidewalks on both sides of the roadway.

As stated above, the primary means of ingress/egress from this site will be onto Robert Rose Drive. The entrances are proposed to incorporate three travel lanes for proper circulation into and out of the development onto Robert Rose Drive. There will be a dedicated left and right out of the Development, as well as single lane for traffic entering the development. The master plan has included potential secondary means of ingress/egress from the development. The illustrations above show all proposed points of ingress/egress to the site.

This development will be completing the turn lane along Medical Center Parkway from its current ending to the intersection with Maple Grove Drive. Additionally, this development will be completing the GDO streetscape improvements along Robert Rose Drive and Medical Center Parkway with the first development.



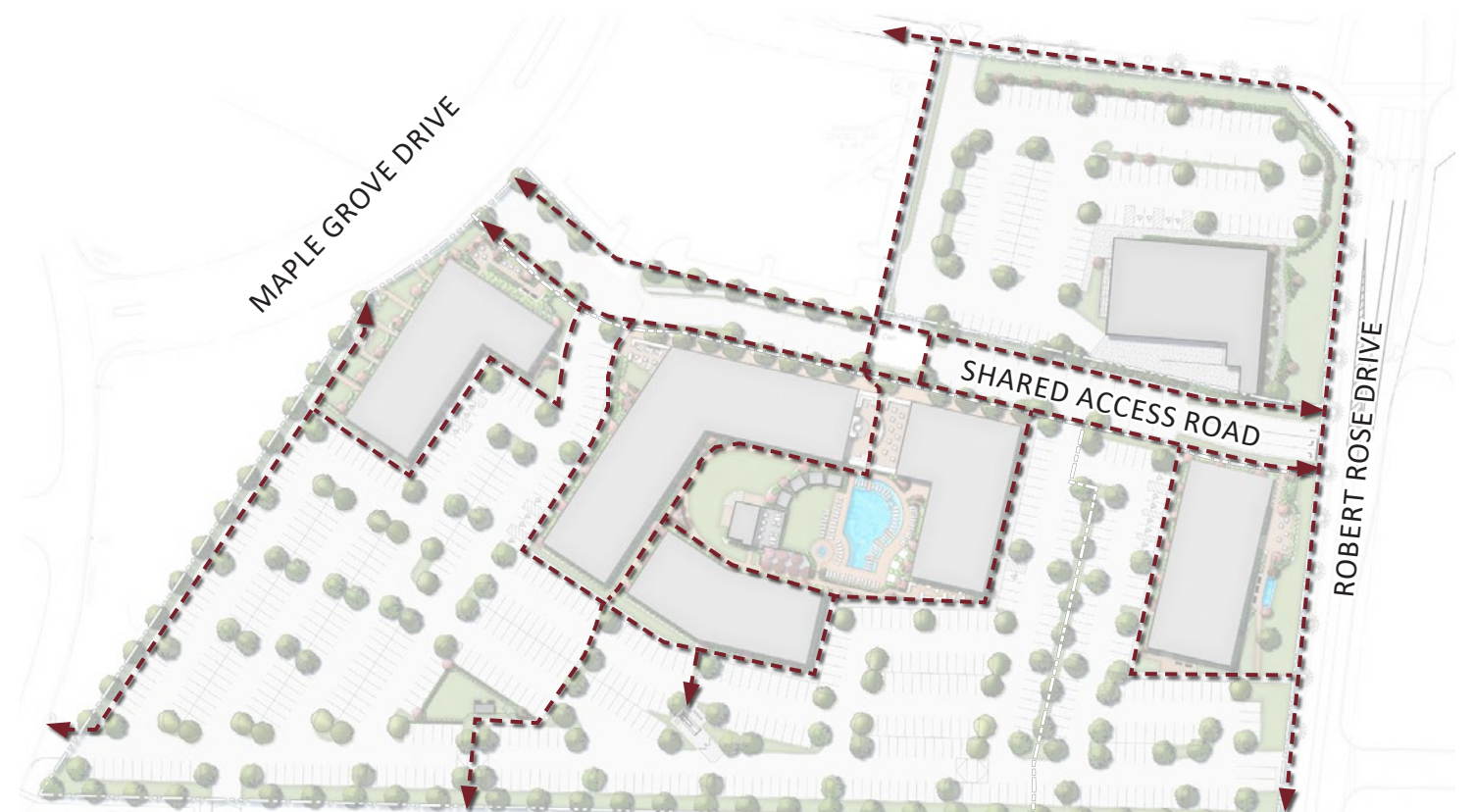


### Street-Scapes

The northern access road connecting Maple Grove Drive and Robert Rose Drive shall be designed to incorporate a number of Urban Street-Scape Elements. Such elements shall include a large sidewalk along store fronts to accommodate intermittent outdoor seating, street trees, pedestrian scale lighting, and planting strips. Parallel parking shall be provided along the south side of the access road to create an additional buffer between pedestrians and vehicular circulation. Pedestrian access across the site can be seen in the diagram to the right. The northern access road shall provide pedestrian access to a majority of the site, including resident access to the central amenity center.



Example of Northern Access Road Street Scope



Pedestrian Circulation Diagram



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

Response: The exhibits provided on Pages 3-6 provide the required materials.

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

Response: Exhibits are shown on Page 5 that shows the existing contours and drainage patterns along with an aerial photograph of the area. No portion of the property is subject to floodplains or floodways, and the site ultimately drains to the Stones River.

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

Response: The exhibits provided on Pages 3-6 provide the required materials.

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

Response: The exhibits shown on pages 7-9 provide the required materials

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

Response: The exhibits shown on pages 7-9 provide the required materials

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

|                                 |              |
|---------------------------------|--------------|
| TOTAL SITE AREA                 | 598,577 s.f. |
| TOTAL MAXIMUM FLOOR AREA        | 340,000 s.f. |
| TOTAL LOT AREA                  | 598,577 s.f. |
| TOTAL BUILDING COVERAGE         | 93,000 s.f.  |
| TOTAL DRIVE/ PARKING AREA       | 290,579 s.f. |
| TOTAL RIGHT-OF-WAY              | 0 s.f.       |
| TOTAL LIVABLE SPACE             | 307,998 s.f. |
| TOTAL OPEN SPACE                | 117,351 s.f. |
|                                 |              |
| FLOOR AREA RATIO (F.A.R.)       | 0.57         |
| LIVABILITY SPACE RATIO (L.S.R.) | 0.36         |
| OPEN SPACE RATIO (O.S.R.)       | 0.84         |

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

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

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

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

Response: The project is anticipated to be developed in four phases. Phasing information is described on Page 8.

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

Response: This requirement has been addressed on Pages 9 & 26-29.

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

Response: In addition to the chart below, the applicant is requesting exceptions on Page 9.

| SETBACKS          | MU    | PUD    | DIFFERENCE |
|-------------------|-------|--------|------------|
| Front Setback     | 15.0’ | 40.0’  | +25.0’     |
| Side Setback      | 10’   | 40.0’* | +30.0’     |
| Rear Setback      | 20’   | 40.0’  | +20.0’     |
| Minimum Lot Size  | N/A   | N/A    | N/A        |
| Minimum Lot Width | 100’  | N/A    | N/A        |

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

Response: This property is in the Gateway Design Overlay District. No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255J eff. 05/09/2023 and FEMA flood panel 47149C0260J eff. 05/09/2023.

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

Response: Pages 3 & 31 discusses 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.

Response: The primary representative is Matt Taylor of SEC, Inc. and the developer/ applicant is TDK Construction. Contact info for both is provided on cover.

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

Response: Pages 15-25 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

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

Response: Examples of entrance signage are located on Page 9. All signage shall be on buildings for lots 2-3. Lot 3 shall have a monument sign.



| Land Use Parameters and Building Setbacks               |   |   |            |
|---|---|---|------------|
| Zoning (Existing vs Proposed)                           | MU (Existing)   | Proposed PUD  | Difference |
| Residential Density                                     |   |   |            |
| Maximum Dwelling Units Multi-Family                     | 86  | 232   | +146       |
| Minimum Lot Area  | 5 AC  | NA  | NA         |
| Minimum Lot Width                                       | 100'  | NA  | NA         |
| Minimum Setback Requirements                            |   |   |            |
| Minimum Front Setback                                   | 15'   | 40'   | +25'       |
| Minimum Side Setback                                    | 10'   | 40'   | +30'       |
| Minimum Rear Setback                                    | 20'   | 40'   | +20'       |
| Minimum Robert Rose Drive Setback                       | 50'   | 40'   | -10'       |
| Minimum Maple Grove Drive Setback                       | 15'   | 15'   | +0'        |
| Minimum Medical Center Parkway Setback                  | 50  | NA  | NA         |
| Land Use Intensity Ratios                               |   |   |            |
| MAX FAR   | None  | None  | NA         |
| Minimum Livable Space Ratio                             | None  | None  | NA         |
| Minimum Open Space Requirement                          | None  | 20%   | +20%       |
| Minimum Formal Open Space Requirement                   | None  | 5%  | +5%        |
| Max Height  | 150   | 80  | -70'       |
| Parking Ratios<br>(See Page 8 for Parking Calculations) | <p><u>Multi-Family Units:</u><br/>1.1 space per single bedroom unit<br/>1.1 space per bedroom in multi-bedroom units</p> <p><u>All Other Uses:</u><br/>Per Chart 4 of the 2022 Zoning Ordinance</p> | Parking shall abide by Chart 4 of the 2022 Zoning Ordinance |            |

**Lot 1 (Residential/Mixed Use)**

- Requesting an exception to the required perimeter landscaping along the shared boundary of Lot 1 and Lot 2 to include a shared landscaping yard. This will make the planting yard approximately 5-ft on each side of the lot line.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 5-ft along the Lot 1/Lot 2 shared property line.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 8-ft along the Common Space Access Drive.

**Lot 2 (Office/Retail/Restaurants) Requested Exceptions**

- Requesting an exception to the required perimeter landscaping along the shared boundary of Lot 1 and Lot 2 to include a shared landscaping yard. This will make the planting yard approximately 5-ft on each side of the lot line.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 5-ft along the Lot 1/Lot 2 shared property line.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 8-ft along the Common Space Access Drive.
- Requesting an exception to the required 8-ft landscaping yard along the Common Space Access Drive to be reduced to 5-ft.
- Requesting an exception to the required 50-ft main building setback along Robert Rose Drive to be reduced to 40-ft.

**PUD Exceptions Request Summary:**

**(Applies to Lots 1 -3 & Common Space Shared Access Drive)**

- Requesting an exception to endnote 22 of Chart 1 Endnotes. Uses Permitted by Zoning District to allow multi-family as a permitted use (Not currently permitted in underlying MU zoning) [In developments consisting of ten (10) or more acres in the MU zoning district, the use “dwellings, multiple-family” shall constitute no more than twenty-five (25) percent of developable land area.] To allow multi-family residential land-use as a part of this PUD.
- Requesting an exception to the allowable number of multi-family units beyond the 25% limitation in endnote 22 of Chart 1 Endnotes. Specifically this PUD is requesting a maximum of 232 multi-family units where as per current zoning this development is allowed 86 multi-family units.
- Requesting exceptions to Zoning Ordinance and Design Guidelines regarding commercial architecture and permitted materials for the buildings, to allow the use of faux wood in building elevations.
- An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events.
- Requesting exception to single bedroom parking calculations to utilize 1.1 instead of 1.5 spaces per bedroom.
- Requesting an exception to not provide landscape buffers along proposed parcels’ internal property lines.
- Requesting an exception to the maximum foot-candles along proposed internal property lines. Foot candles shall be allowed to exceed 0.5 along all proposed internal property lines. External property lines shall still be held to the 0.5 maximum.

**Lot 3 Requested Exceptions (Commercial Lot)**

- Requesting an exception to the required 8-ft landscaping yard along the southern perimeter to be reduced to 5-ft.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas along the southern perimeter be reduced to 5-ft.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas along the Common Space Access Drive on the west side of the lot to be 10-ft.
- Requesting an exception to the required 15-ft of separation from access drives to the back of curb along the Lot 3 vehicular service area on the south side of the lot to 3.5-ft.
- Requesting an exception that the rear foundation planting, facing the Common Space Access Drive, be waived. This area is a loading/unloading zone.
- Requesting an exception to the required 50-ft main building setback along Robert Rose Drive to be reduced to 40-ft.
- Requesting an exception to the required formal open space that no formal open space shall be required on this parcel.
- Requesting an exception to allow outside storage of shopping carts on site.
- Requesting an exception to allow white in the use of the exterior architectural elevations

**Common Shared Access Drive Exceptions:**

- Requesting an exception to the required 5-ft landscaping yard along all perimeters to 0-ft.
- Requesting an exception to the required perimeter and frontage landscaping requirements along all perimeters.
- Requesting an exception to the required 20% open space to no open space this lot.
- Requesting an exception to the required formal open space that no formal open space shall be required on this parcel.

**PUD Exceptions Request Summary:**  
**(Applies to Lots 1 -3 & Common Space Shared Access Drive)**

- Requesting an exception to endnote 22 of Chart 1 Endnotes. Uses Permitted by Zoning District to allow multi-family as a permitted use (Not currently permitted in underlying MU zoning) [In developments consisting of ten (10) or more acres in the MU zoning district, the use “dwellings, multiple-family” shall constitute no more than twenty-five (25) percent of developable land area.] To allow multi-family residential land-use as a part of this PUD.
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**Lot 1 Requested Exceptions**  
(Residential/Mixed Use)

- Requesting an exception to the required perimeter landscaping along the shared boundary of Lot 1 and Lot 2 to include a shared landscaping yard. This will make the planting yard approximately 5-ft on each side of the lot line.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 5-ft along the Lot 1/ Lot 2 shared property line.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 8-ft along the Common Space Access Drive.





**Lot 2 Requested Exceptions**  
**(Office/Retail/Restaurant Building)**

- Requesting an exception to the required perimeter landscaping along the shared boundary of Lot 1 and Lot 2 to include a shared landscaping yard. This will make the planting yard approximately 5-ft on each side of the lot line.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 5-ft along the Lot 1/ Lot 2 shared property line.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas to be reduced to 8-ft along the Common Space Access Drive.
- Requesting an exception to the required 8-ft landscaping yard along the Common Space Access Drive to be reduced to 5-ft.
- Requesting an exception to the required 50-ft main building setback line along Robert Rose Drive to be reduced to 40-ft.





### Lot 3 Requested Exceptions (Commercial Lot)

- Requesting an exception to the required 8-ft landscaping yard along the southern perimeter to be reduced to 5-ft.
- Requesting an exception to the required 15-ft of separation from access drives to parking areas along the southern perimeter be reduced to 5-ft.

- Requesting an exception to the required 15-ft of separation from access drives to parking areas along the Common Space Access Drive on the west side of the lot to be 10-ft.

- Requesting an exception to the required 15-ft of separation from access drives to the back of curb along the Lot 3 vehicular service area on the south side of the lot to 3.5-ft.

- Requesting an exception that the rear foundation planting, facing the Common Space Access Drive, be waived. This area is a loading/unloading zone.
- **Requesting an exception that the screening for service areas, loading docks, and storage areas from ROW and adjacent parcels be waived.**

- Requesting an exception to the required 50-ft main building setback line along Robert Rose Drive to be reduced to 40-ft.

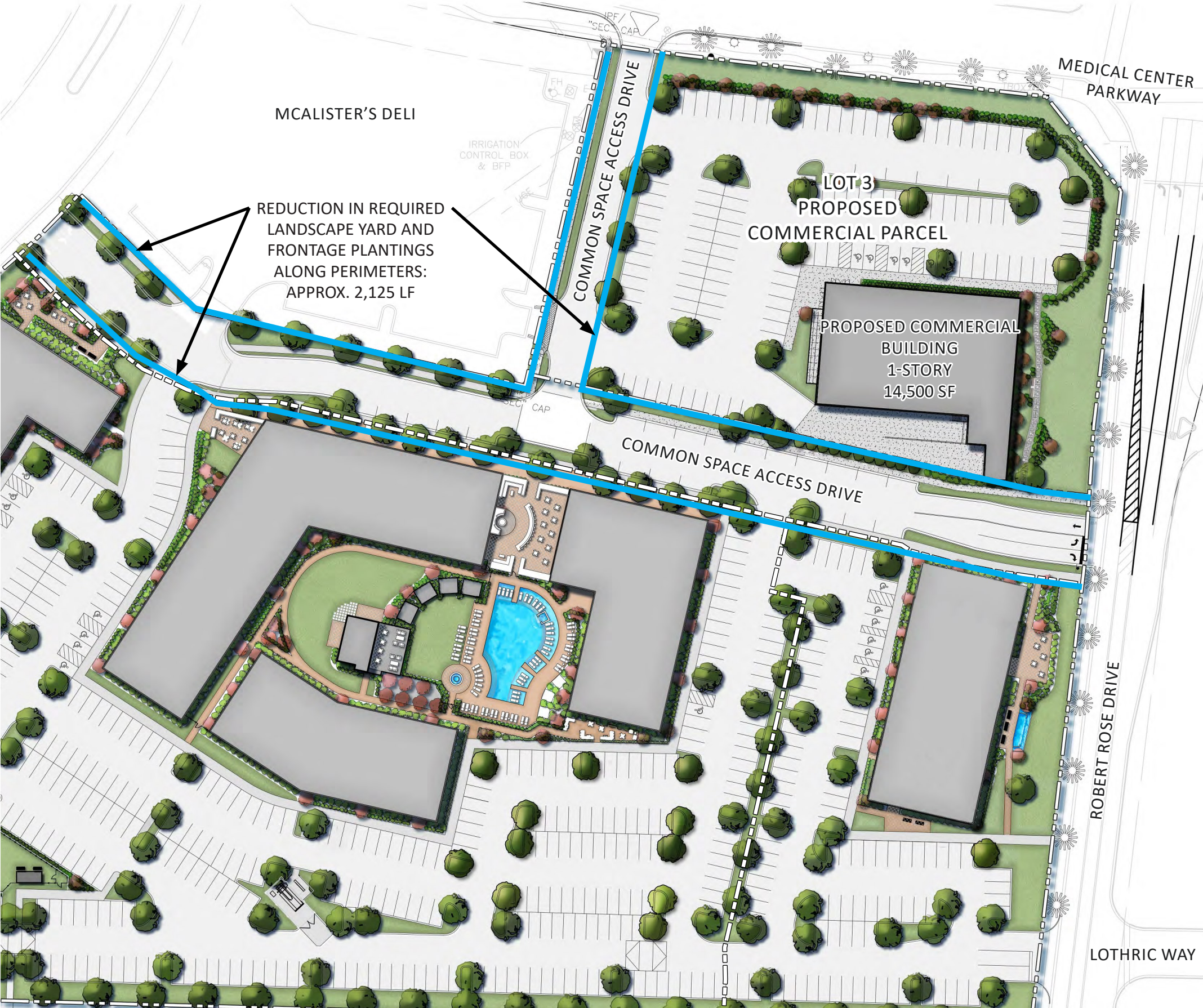
- Requesting an exception to the required formal open space that no formal open space shall be required on this parcel.
- Requesting an exception to allow outside storage of shopping carts on site.
- Requesting an exception to allow white in the use of the exterior architectural elevations





**Common Shared Access Drive Exceptions:**

- Requesting an exception to the required 5-ft landscaping yard along all perimeters to 0-ft.
- Requesting an exception to the required perimeter and frontage landscaping requirements along all perimeters.
- Requesting an exception to the required 20% open space to no open space this lot.
- Requesting an exception to the required formal open space that no formal open space shall be required on this common space access drive





| TDK - Comparative Amendment Chart                               |   |   |  |
|---|---|---|--|
|   | Approved 2022 PUD   | Proposed 2023 PUD   | Difference   |
| Proposed Parcels  | 1   | 3 + Common Spaces Access Drive  | (+) 2+CSAD   |
| Residential Units (#)   | 232   | Maximum of 232  | 0  |
| Apartment Buildings - Retail/Office Floor Area 1st Floor (s.f.) | 13,000  | 13,000-15,000   | (+)0-2,000   |
| Office Building - Amended to Office/Retail/Retaurant (s.f.)     | 60,000-65,000   | 20,000-65,000 (Min 12,000 of Office)  | (-)40,000-0  |
| Office Building Height (Stories)                                | 4-5   | 1-5   | (-)0-4   |
| Commercial Lot (Amended to be a part of PUD)                    | CH  | PUD   | -  |
| Commercial Lot Maximum floor area (s.f.)                        | N/A   | 14,500  | -  |
| Provided On-Street Parking Spaces (#)                           | 641   | 645   | +4   |
| Office Building Amenities                                       | Private Rooftop Patio, Public Seating, Plaza Area/Flexible Seating, Enhanced Landscaping and Outdoor Fountain | Private Rooftop Patio (Optional), Public Seating, Plaza Area/Flexible Seating, Enhanced Landscaping | Private Rooftop Patio (Optional)<br>(-) Outdoor Fountain |



PREVIOUSLY APPROVED 2022 PLAN



PROPOSED 2023 PLAN AMENDMENT

**ORDINANCE 23-OZ-41** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 11.4 acres in the Planned Unit Development (PUD) District (TDK Corporate Headquarters / Vintage “Mixed Use” PUD) located along Medical Center Parkway, Robert Rose Drive and Maplegrove Drive and to rezone approximately 2.4 acres from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District and Gateway Design Overlay One (GDO-1) District as indicated on the attached map, TDK Construction, applicant [2023-413].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of allowing 232 multi-family dwelling units, as well as office, restaurant, and retail uses within a total of six buildings and to rezone the area indicated on the attached map from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Unit Development (PUD) District and Gateway Design Overlay One (GDO-1) District.

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

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

Passed:

1<sup>st</sup> reading

2<sup>nd</sup> reading

Shane McFarland, Mayor



ATTEST:

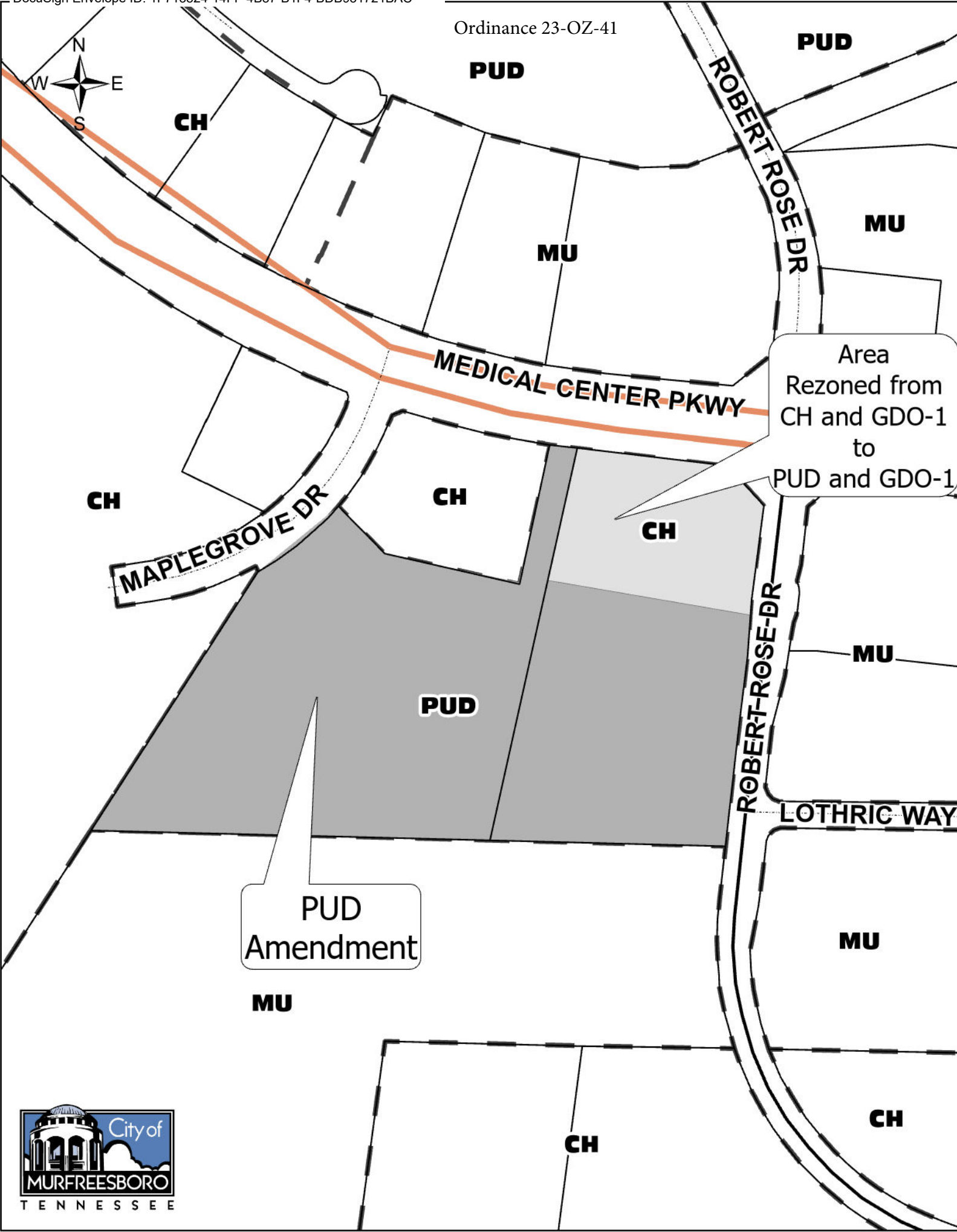
\_\_\_\_\_  
Jennifer Brown  
City Recorder

SEAL

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
43A2035E51F9401...  
\_\_\_\_\_  
Adam F. Tucker  
City Attorney

Ordinance 23-OZ-41





# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

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**Item Title:** Amending the PND zoning for property along Manson Pike  
[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**

Amending the PND zoning of approximately 8.23 acres located along the north side of Manson Pike southeast of I-840.

**Staff Recommendation**

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

**Background Information**

Ryan Companies US, Inc. presented to the City a zoning application [2023-404] to amend the existing PND (Planned Institutional District) zoning on approximately 8.23 acres located along the north side of Manson Pike. During its regular meeting on September 6, 2023, 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 allow for the future development of a K-8 school. Quality schools contribute to the desirability of an area for future economic development opportunities.

**Attachments:**

1. Ordinance 23-OZ-42
2. Maps of the area
3. Planning Commission staff comments from 09/06/2023 meeting
4. Planning Commission minutes from 09/06/2023 meeting
5. Rutherford Collegiate Prep PND pattern book

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 6, 2023  
PROJECT PLANNER, MARINA RUSH**

**5.a. Zoning application [2023-410] to amend the existing PND zoning (Rutherford Collegiate Prep PND) on 8.23 acres located along Manson Pike, Ryan Companies US, Inc. applicant.**

The applicant, Ryan Companies US, Inc., and school operator, ReThink Forward Inc., represented by Mr. Matt Taylor of SEC, Inc., are requesting to amend the Rutherford Collegiate Prep Planned Institutional District (PND) to modify the floor plan and increase the number of students, number of teachers and gross floor area for a charter school, grades K-8. The initial Rutherford Collegiate PND was recommended for approval by the Planning Commission on March 23, 2023, and approved by the City Council on May 18, 2023. The key changes proposed with this amendment include:

1. Increase the building square footage from 56,000 to 61,000 square feet.
2. Increase number of students, at capacity, from 770 to 1,000.
3. Increase number of classrooms from 33 to 41.
4. Increase number of teachers to 60
5. Increase maximum building height from 35 feet to 40 feet.

The subject property is located along the north side of Manson Pike and southeast of I-840, approximately 8.23 acres, and is currently developed with a single-family residence and accessory structures. The property tax map and parcel number is Tax Map 078, Parcel 01601.





## **Adjacent Zoning and Land Uses**

The subject property is currently zoned PND, and the surrounding area is a mixture of zoning types and land uses. The land to the east is zoned Medium Density Residential (RM) in Rutherford County and is developed with a church. The land to the southwest is zoned CF and undeveloped, and other properties to the south are zoned RS-15, RS-12, and PRD and developed with single-family detached houses and single-family attached townhomes. The property to the north and northwest is the Interstate- 840 right-of-way (ROW).

## **Rutherford Collegiate Prep PND**

The building and site design remains the same as previously approved; the changes are internal to the building by adding the second floor within the auditorium space to accommodate the additional classrooms. External changes to the building include an increase in building height from 35 feet to 40 feet, additional windows and doors for the new classrooms, and a new covered walkway. All other building design elements remain the same as the original approval, including building materials and color palette.

In addition, the site design remains the same as previously approved, including the 126 proposed parking spaces, which exceeds the minimum required per the Zoning Ordinance. The minimum parking spaces required is 100 spaces, based on the following Zoning Ordinance parking standards:

|  |                           |           |
|--|---------------------------|-----------|
| Kindergarten = 1 space per 5 seats:    | 6 classrooms x 25 seats = | 30 spaces |
| Grades 1 – 9 = 2 spaces per classroom: | 35 classes x 2 =          | 70 spaces |

Parking required: 100 spaces

Parking provided: 126 spaces plus 5 HC spaces

Queuing lanes: approximately 148 spaces for pick-up/drop-off

The building will be constructed in one phase with no future additions planned at this time in the pattern book. The school hours of operation will mirror most of the nearby schools (8am - 3pm, Monday - Friday) with little to no nightly or weekend activities.



**Exceptions Requested:**

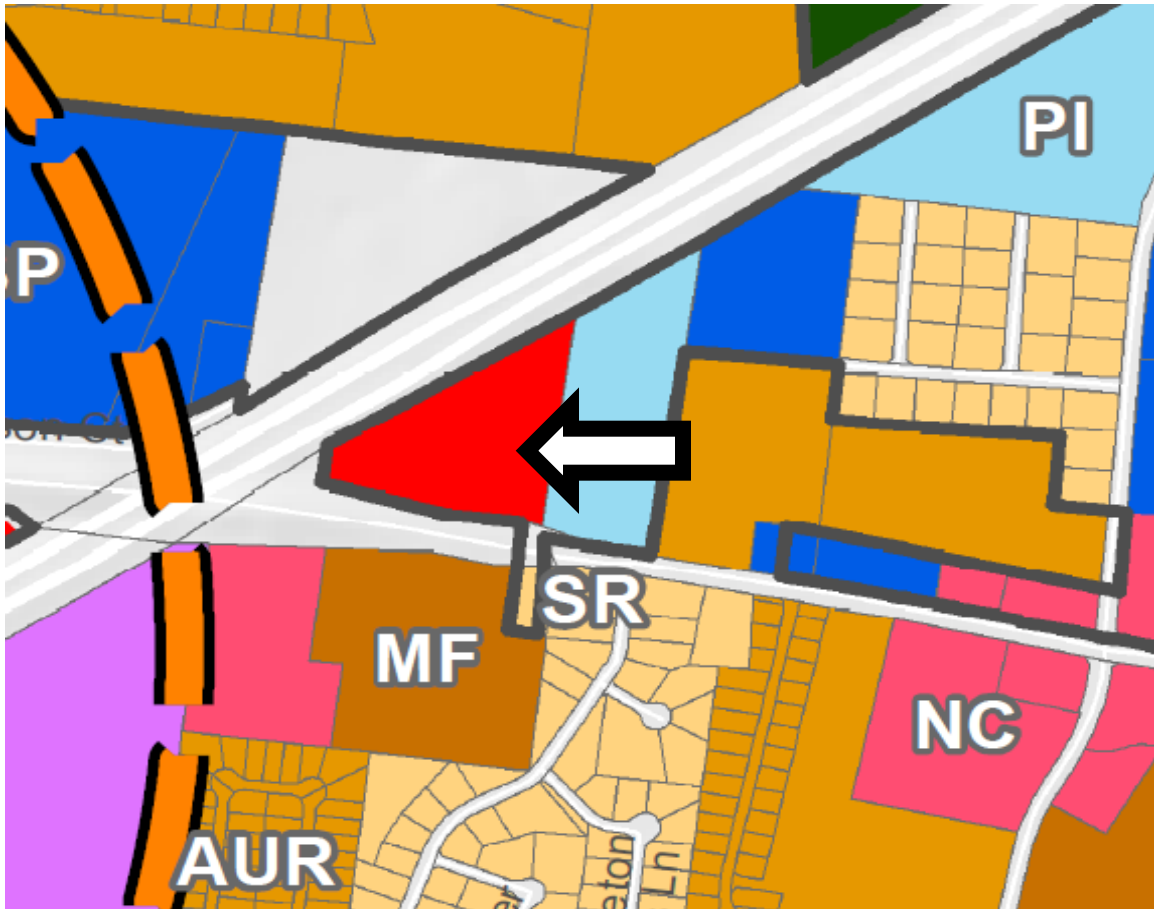
There are no exceptions requested.

**Future Land Use Map**

As noted with the original approval of this PND, the Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan indicates “General Commercial” as the most appropriate land use character. Auto-Urban (General) Commercial character is typically high intensity commercial businesses with a large amount of land area for operations, and is typically developed with strip commercial, commercial centers, auto-focused commercial uses, restaurants, etc. and requires a significant amount of land area due primarily to providing on-site parking. The institutional use as a school grades K-8 is a compatible use in this land use category as schools are an allowed use within all commercial zoning districts of the City. In addition, the study area is located within the Service Infill Line depicted on the Future Land Use Map. As such, the PND zoning for a school is consistent with this land use category and this site is within the Infill Service Line area.



**Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)**



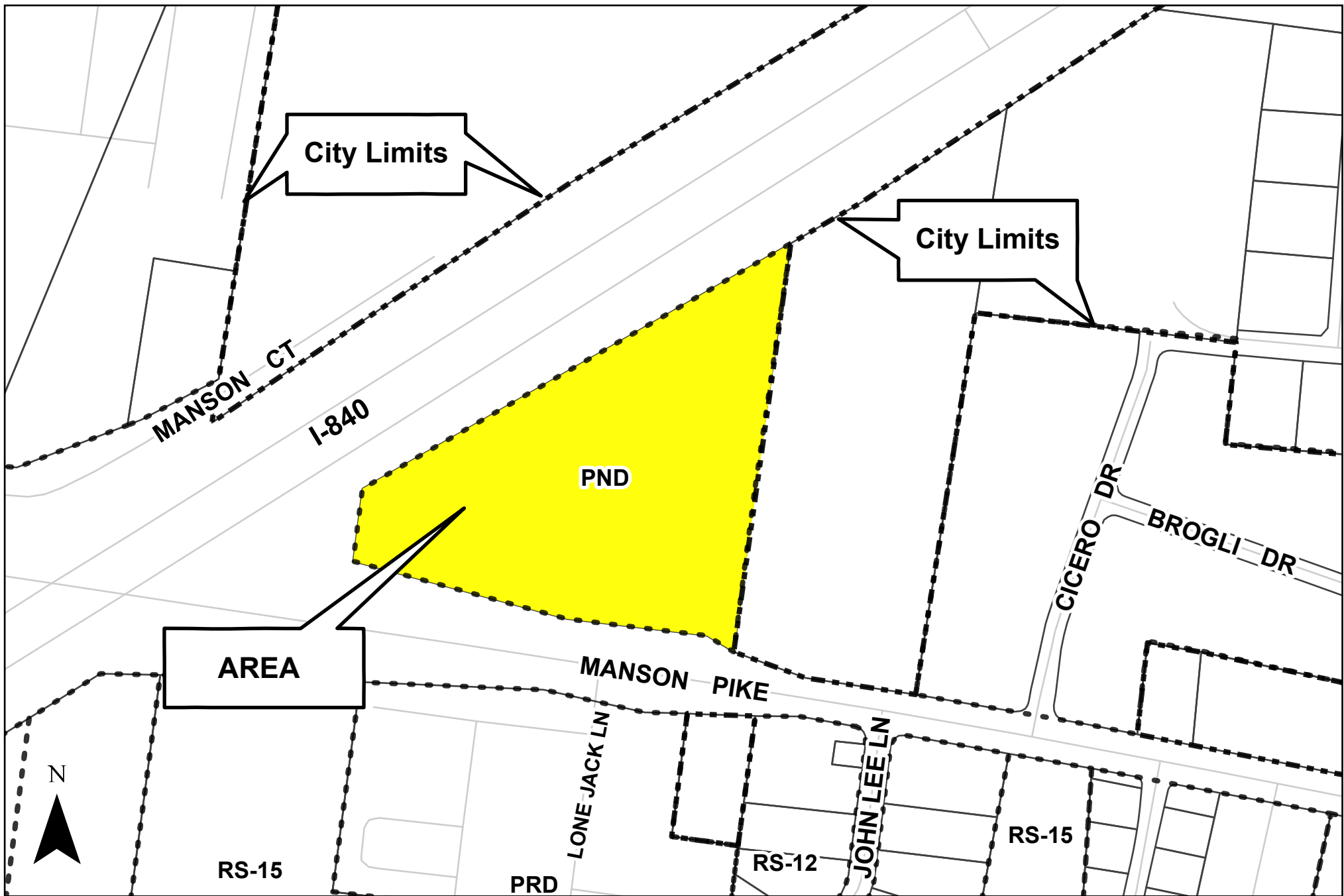
**Recommendation:**

Staff is supportive of this zoning request for the following reasons:

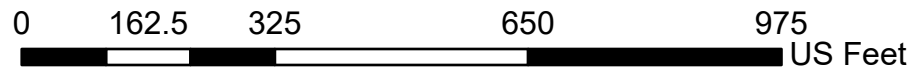
- 1) Rutherford Collegiate Prep PND zoning is consistent with the FLUM because institutional uses are compatible uses within the designated General Commercial land use category.
- 2) Rutherford Collegiate Prep PND is compatible with the adjacent institutional land use, a church, and the adjacent residential and commercial land uses in the area.

**Action Needed:**

The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council. The applicant's representative will be present to make a presentation and to answer any questions or provide clarifications regarding the proposed zoning amendment.

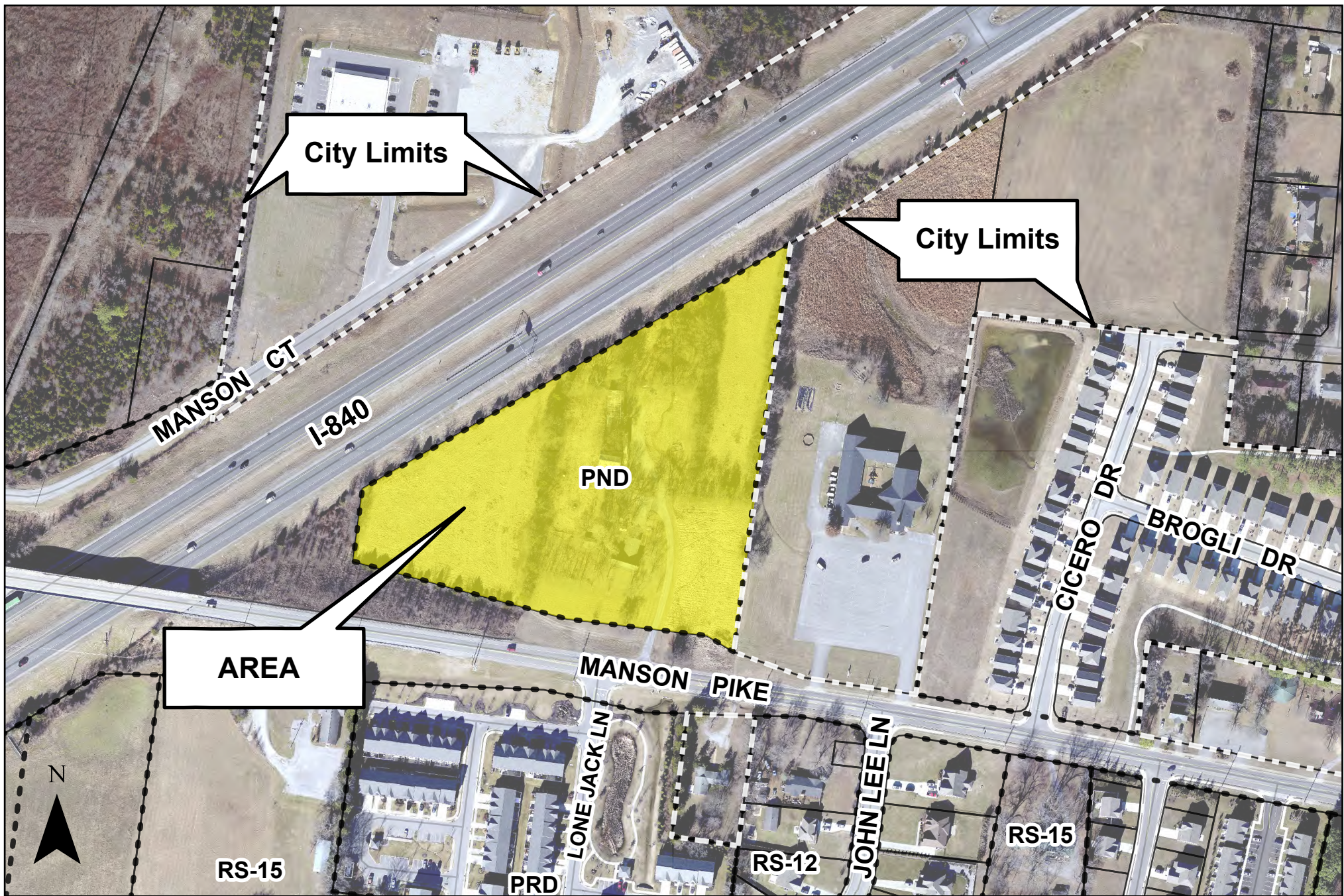


Zoning request for property along Manson Pike  
PND Amendment (Rutherford Collegiate Prep PND)



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





Zoning request for property along Manson Pike  
PND Amendment (Rutherford Collegiate Prep PND)

0 162.5 325 650 975  
US Feet

Planning Department  
City of Murfreesboro  
111 West Vine St  
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: Ryan Companies US, Inc.

Address: 201 N. Franklin Street, Suite 3500 City/State/Zip: Tampa, Florida 33602

Phone: 813-204-5008 E-mail address: tyler.lohmillier@ryancompanies.com

PROPERTY OWNER: Rethink Forward, Inc.

Street Address or  
property description: 4420 Manson Pike

and/or Tax map #: 078 Group: \_\_\_\_\_ Parcel (s): 16.01

Existing zoning classification: PND

Proposed zoning classification: PND Acreage: 8.20

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

E-mail: rmolchan@sec-civil.com

APPLICANT'S SIGNATURE (required): \_\_\_\_\_

DATE: 7/12/2023

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

Date received: \_\_\_\_\_

MPC YR.: \_\_\_\_\_

MPC #: \_\_\_\_\_

Amount paid: \_\_\_\_\_

Receipt #: \_\_\_\_\_





# RUTHERFORD COLLEGIATE PREP

A REQUEST FOR AN AMENDMENT TO THE PLANNED INSTITUTIONAL DISTRICT (PND)  
Murfreesboro, Tennessee



SEC Project #22860

## Pre-Application Submittal

June 29, 2023

## Initial Submittal

July 13, 2023

## Resubmittal

August 25, 2023 for the September 6, 2023  
Planning Commission Public Hearing

## Resubmittal

September 25th, 2023 for the October 19th, 2023  
City Council Public Hearing



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

850 Middle Tennessee Blvd.  
Murfreesboro, Tennessee 37129



Company Name: Ryan Companies US, Inc.  
Profession: Developer & Contractor  
Attn: Tyler Lohmiller  
Phone: (813) 204-5008  
Email: tyler.lohmiller@ryancompanies.com  
Web: www.ryancompanies.com

201 N. Franklin Street, Suite 3500  
Tampa Florida 33602



Company Name: Rethink Forward, Inc.  
Profession: Owner  
Attn: Matt Herriman  
Phone: (731) 609-6995  
Email: matt@nobleeducationinitiative.com  
Web: http://rethinkforward.org

1831 12th Avenue South, Suite 188  
Nashville, TN 37203



Company Name: Noble Education Initiative Inc.  
Profession: Scholl Managment  
Attn: Matt Herriman, Director of External Affairs & Development  
Phone: (731) 609-6995  
Email: matt@nobleeducationinitiative.com  
Web: http://rethinkforward.org

1831 12th Avenue South, Suite 188  
Nashville, TN 37203



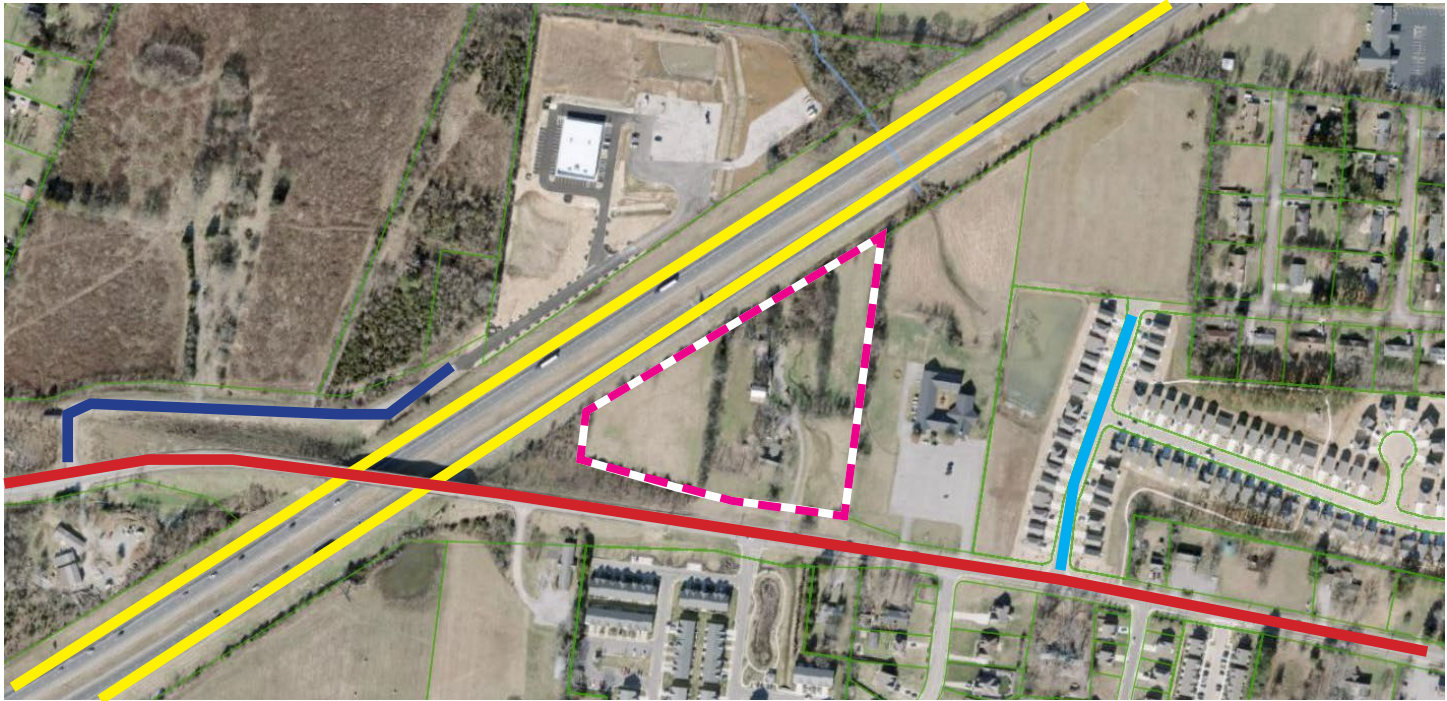
Company Name: LAI Group  
Profession: Architect  
Attn: Steve Grinavic  
Phone: 239-405-6888  
Email: steveg@laidesignassoc.com  
Web: https://laidesignassoc.com

9911 Corkscrew Road, #202  
Estero, FL 33928

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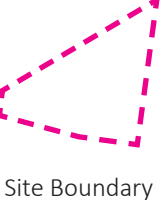




AERIAL PHOTOGRAPH

Not To Scale

- I-840 Freeway
- Manson Court
- Manson Pike
- Cicero Drive

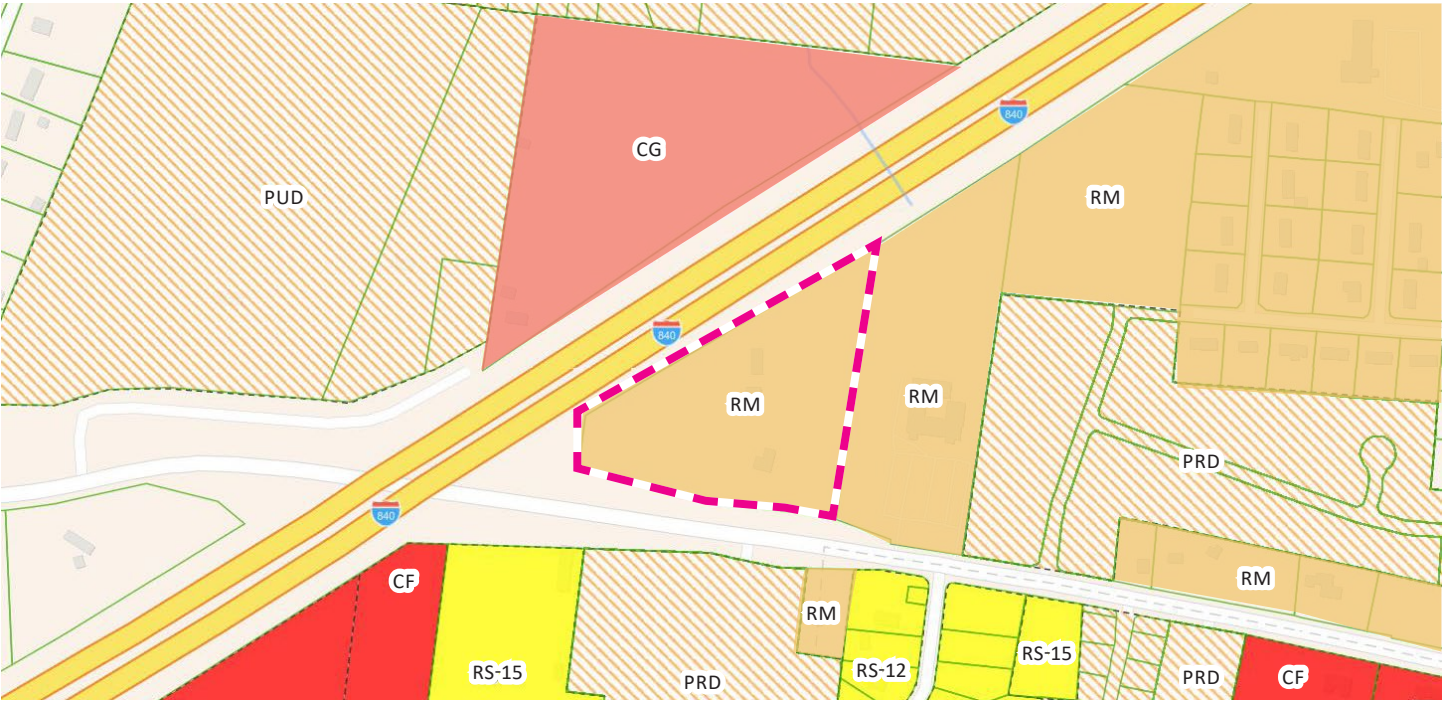


Site Boundary

Rethink Forward Inc., respectfully requests an amendment to the Planned Institutional District (PND) to modify the floor plan and exterior elevations for additional second-floor classrooms and increased student body to 1,000 students. The property is located along the northern side of Manson Pike and east of I-840. The site is identified as Parcel 16.01 of Tax Map 078, and is deeded for approximately 8.23 acres.

Rutherford Collegiate Prep will consist of a two story building approximately 64,000 square feet in size. The School will house 41 classrooms as well as Science, Art and Music labs. Each grade level's classrooms will consist of operable partitions to provide for an open, collaborative learning environment. The school campus will have a gymnasium/multipurpose room as well as an outdoor play field for daytime activities. At capacity, the school will educate 1,000 students (K-8th), accompanied by approximately 50-60 faculty and staff. The building will be constructed in one phase with no future additions planned at this time. The school hours of operation will mirror most of the nearby schools (8am - 3pm, Monday - Friday) with little to no nightly or weekend activities.

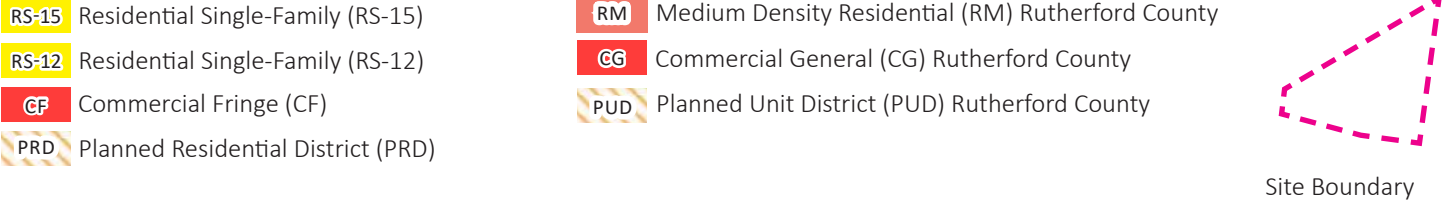
Rutherford Collegiate Prep will have access to Manson Pike and has taken steps to ensure a smooth integration with the surrounding community. School signage, designed with materials consistent with the architecture of the school, will be located along Manson Pike and anchored with landscaping.



ZONING MAP

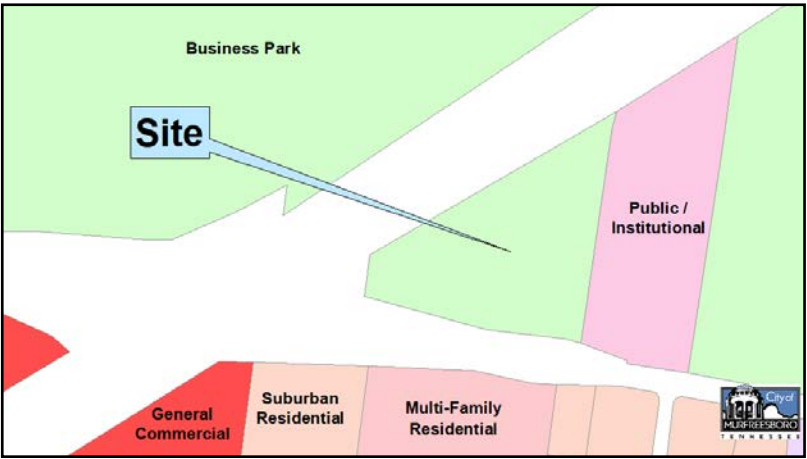
Not To Scale

- RS-15 Residential Single-Family (RS-15)
- RS-12 Residential Single-Family (RS-12)
- CF Commercial Fringe (CF)
- PRD Planned Residential District (PRD)
- RM Medium Density Residential (RM) Rutherford County
- CG Commercial General (CG) Rutherford County
- PUD Planned Unit District (PUD) Rutherford County



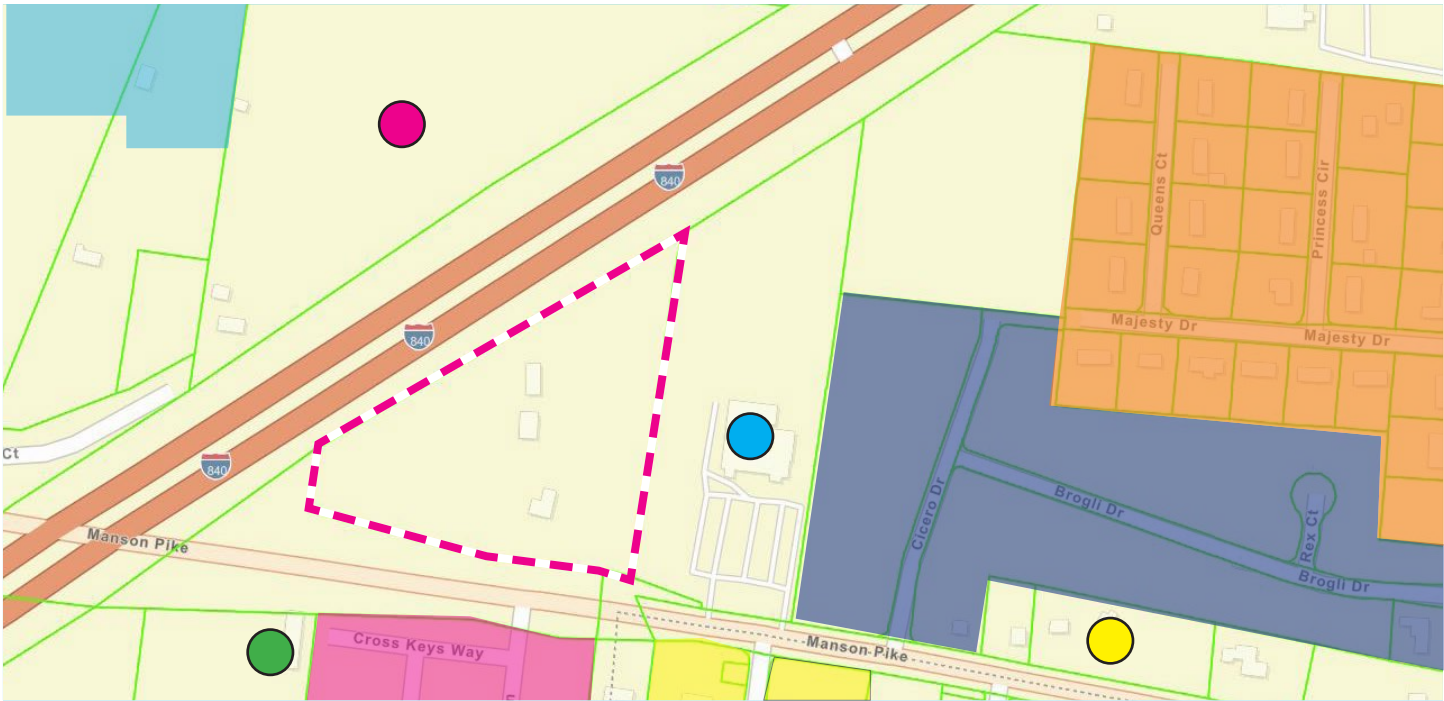
Site Boundary

The surrounding area consists of a mixture of zoning types and uses. The land to the east is zoned Medium Density Residential (RM-Rutherford County) and Planned Residential District (PRD-City of Murfreesboro). The land to the north, across I-840, is zoned Commercial General (CG-City of Murfreesboro). The land to the south across Manson Pike is zoned Commercial Fringe (CF-City of Murfreesboro), Residential Single-Family (RS-15-City of Murfreesboro), Medium Density Residential (RM-Rutherford County) and Planned Residential District (PRD-City of Murfreesboro). Surrounding areas consist primarily of residential developments, churches and a community center with a few commercial developments.



**FUTURE LAND USE MAP (FLUM)**  
The current Murfreesboro Future Land Use Map (FLUM) proposes this area as Business Park. The proposed institutional development is consistent with this land use designation. The proposed FLUM is proposing this property as General Commercial, so the proposed institutional development is also consistent with the forthcoming FLUM update. In general, institutional developments are permitted in any of the City's zoning districts.





SUBDIVISION MAP

Not To Scale

- |   |  |  |
|---|--|--|
|  Shelton Grove |  Blackman Village |  Blackman United Methodist Church |
|  Braxton Parke |  Royal Court      |  RAWSO Constructors               |
|  Oakton        |  |  Blackman Community Club          |
|   |  |  New Life Church of God         |
-  Site Boundary




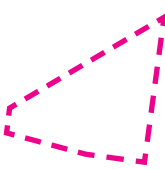
Rutherford Collegiate Prep is surrounded by a mixture of residential subdivisions, institutions, and commercial properties. Blackman Village and Royal Court are residential communities to the east of the proposed PND, consisting of either one or two story single-family detached homes with garages. The exterior elevations primarily consist of hardie board along all elevations with brick accents. Oakton and Braxton Parke are residential communities to the south of the proposed PND. Oakton consists of two story single-family detached homes with garages. The exterior elevations are a mixture of brick and vinyl. Braxton Parke is a townhome development with front loaded garages and front elevations consisting of masonry material and cement board. Shelton Square, across I-840 to the northwest, is a residential development consisting of one to two story single-family detached homes with garages. The exterior elevations consist of brick and cement board.

The proposed PND will be located within close proximity to three existing institutional uses. To the east is the Blackman United Methodist Church and the Blackman Community Club. The Blackman Community Club provides a playground, pavilions, basketball and pickle ball courts for the local community. Southwest across Manson Pike is the New Life Church of God.



2040 MAJOR TRANSPORTATION PLAN

Not To Scale

- |   |   |
|---|---|
|  | I-840 (FREEWAY)                           |
|  | MANSON PIKE - FIVE LANES (MAJOR ARTERIAL) |
|  | CICERO DRIVE (LOCAL)                      |
-  Site Boundary

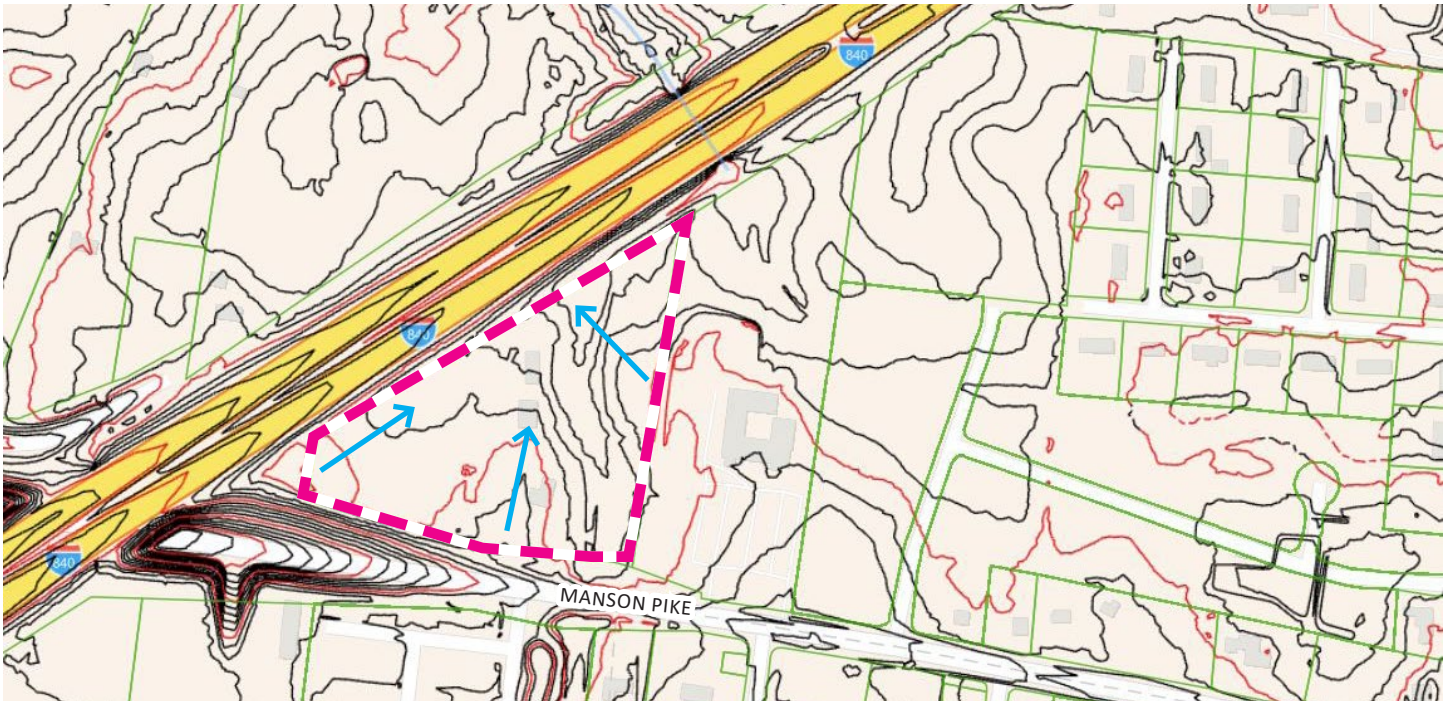
The development has/will have access onto Manson Pike, is classified as a Major Arterial roadway. Manson Pike is currently constructed as a 3-lane major arterial roadway, with a center turn lane and no curb & gutter. Manson Pike is recommended to be improved from a 3-lane roadway to a 5-lane roadway per the 2040 Major Transportation plan. All remaining surrounding roadways are not currently slated for improvements.





UTILITY MAP

Not To Scale



HYDROLOGY AND TOPOGRAPHY

Not To Scale



Water service will be provided by the Consolidated Utility District (CUD). An existing water line along Manson Pike will provide water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" PVC gravity sewer line within the R.O.W. of Manson Pike. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property. An off-site sewer easement will need to be acquired by the owner/developer for this development.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Manson Pike. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.

The topographic map above shows the site's topographic high point generally at the eastern perimeter of the property. From this point the property drains along the northwestern side into the existing drainage ditch along I-840. Stormwater proceeds to drain into an unnamed stream to the northeast of the property.

No portions of this property are within a floodway or floodplain per FEMA Flood Panels 47149C0140J and 47149C0255J Effective 05/09/2023.



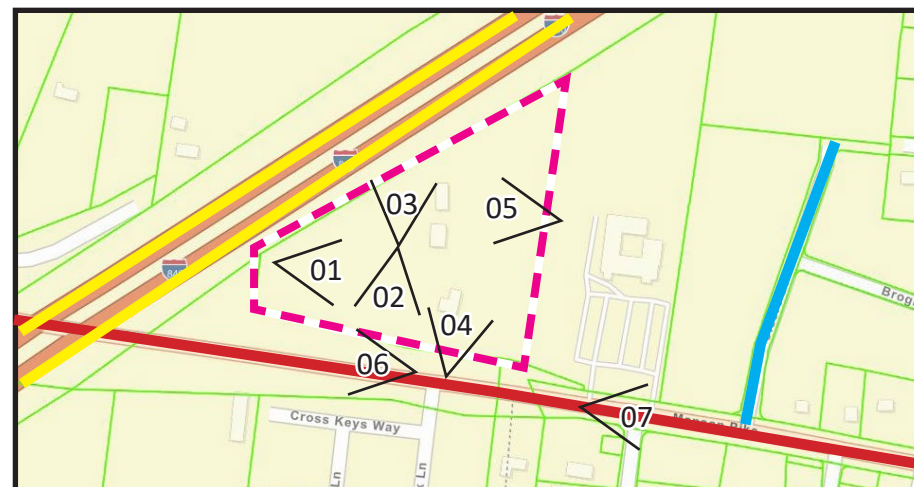


PHOTO DIRECTION MAP

Not To Scale

- I-840
- Manson Pike
- Cicero Drive



Site Boundary



View of Existing Fence Line Looking East



View of Existing Field Looking South



View of Existing Field Looking North



View of Existing Home On-Site looking North From Manson Pike



View of Existing Barn and Accessory Structures Looking West



View From Proposed Intersection With Manson Pike Looking West



View From Proposed Intersection With Manson Pike Looking East



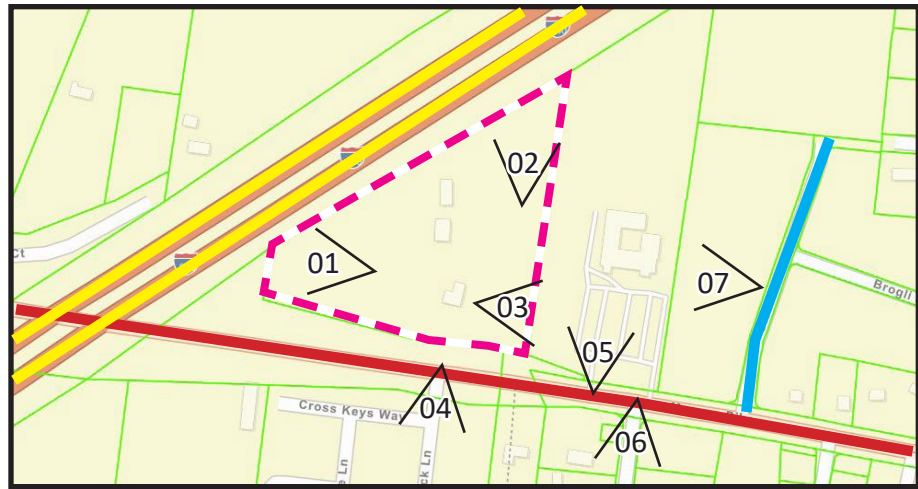


PHOTO DIRECTION MAP

Not To Scale

- I-840
- Manson Pike
- Cicero Drive



Site Boundary



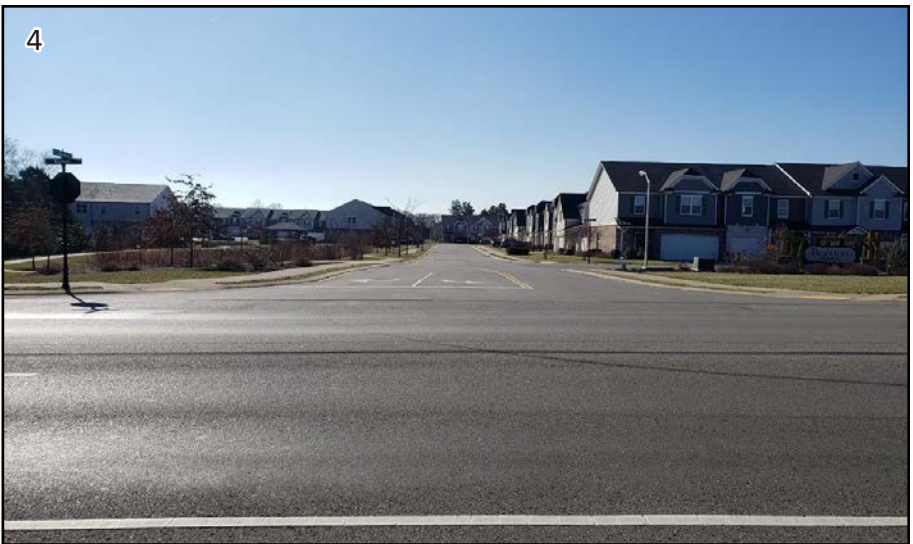
View of Interstate-24 From Existing Field Looking West



View of Interstate-24 From Existing Field Looking North



View of Neighboring Church Property Looking East



View from Proposed Intersection With Manson Pike Looking South



View of Neighboring Church Looking North



View of John Lee Lane and Manson Pike Intersection Looking South



View of Neighboring Residential Architecture Looking West



**Development Standards:**

- The Building will be a maximum of 64,000 SF
- Building height shall not exceed 40 feet in height
- Signage will be placed along Manson Pike for proper identification, and will be built with materials consistent with the building architecture, and be accented with landscaping.
- All mechanical equipment located on the ground (i.e. HVAC and transformers) shall be screened with landscaping or fencing. If mechanical equipment is located on the roof, then they shall be screened from view via a parapet wall.
- All on-site utilities will be underground
- Solid waste enclosure shall be constructed of materials consistent with the building architecture, be at least 8-feet tall with opaque gates and shall be enhanced with landscaping.
- Solid waste shall be handled via a 3rd party private hauler.
- On-site lighting shall comply with the City of Murfreesboro performance standards to reduce light pollution while providing safety for students, employees and visitors.
- All parking areas will have curbing.
- Parking will comply with the City of Murfreesboro Ordinance in surface materials, number of spaces and size of spaces.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- The eastern entrance into the site shall be for emergency vehicles only. This entrance shall be gated and equipped with a YELP mode to allow unimpeded access for emergency vehicles. A turn-around has been provided at this entrance as well for non-emergency vehicles to utilize.



|                              |         |
|------------------------------|---------|
| <u>Site Setbacks</u>         |         |
| Front Setback (Manson Pike): | 40-feet |
| Side Setback:                | 25-feet |
| Rear Setback:                | 30-feet |



Example of Solid Waste Enclosure



Example of Monument Sign As Seen at Nashville Location



Example of Proposed Lighting Fixtures





**Land Use Data:**

|                                  |                    |
|----------------------------------|--------------------|
| Existing Zoning:                 | PND                |
| Proposed Zoning:                 | PND                |
| Land Area:                       | ±8.13 Acres        |
| Building Area:                   | 64,000 SF          |
| Min. Required Open Space:        | 1.63 Acres (20%)   |
| Provided Open Space:             | 1.63 Acres (20%)   |
| Min. Required Formal Open Space: | 0.24 Acres (3%)    |
| Provided Formal Open Space:      | 0.24 Acres (3%)    |
| Detention:                       | 1.30 Acres (15.9%) |

**Parking Required:**

Kindergarten = 1 sp. per 5 seats  
6 Classrooms x 25 seats = 150 seats = 30 spaces

1st-8th grade = 2 sp. per classroom  
35 Classrooms = 70 spaces

OR (whichever is greater)

1 space per 5 bleacher seats  
160 seats provided = 32 spaces

Parking Required (30+70): 100 Spaces  
Parking Provided: 126 Spaces + 5 H.C.

- Charter School Building
- Open Space
- Multi-Purpose Field
- Detention Pond
- Roadway
- Sidewalk

**SEC, Inc.**

SEC Project #22860 Murfreesboro, Tennessee





Architectural Characteristics:

The proposed construction is concrete tilt-wall panels with a steel structure. This construction provides a cost effective, sustainable solution for a building to last the test of time. The concrete tilt-panel provides expedient construction solutions with extreme longevity for the end user. The panels are embellished with patterns to simulate the use of brick, siding, and stucco to compliment the surrounding architecture and fit within the fabric of the area it is constructed. The design provides visual interest with a rhythm of punched windows and variation in the finish patterns, which also breaks up any expanses of blank walls. The entry area is delineated from the rest of the building by changing the finish to a smooth texture with horizontal and vertical reveals. The color scheme is also inverted to draw the eye to that area in comparison to the rest of the building. Exits are strategically placed to limit access from the exterior by unwanted visitors and still provide a safe means of egress in the event an emergency situation would occur.

Building Materials:

- Front Elevations:
- Masonry (Brick, Painted Concrete Panels)
- Side Elevations:
- Masonry (Brick, Painted Concrete Panels)
- Rear Elevations:
- Masonry (Brick, Painted Concrete Panels)
- All Elevations:
- Vinyl Only Permitted in Trim & Soffit Areas

Architectural Standards:

- Building heights shall not exceed 40 feet in height
- All buildings will be two-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques. The building foundations shall be accented with a 3-ft wide landscaping bed.
- The main entrance shall be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, painted concrete panels) will be the primary building materials.
- All buildings shall comply with Murfreesboro Design Guideline standards.



North Elevation



South Elevation

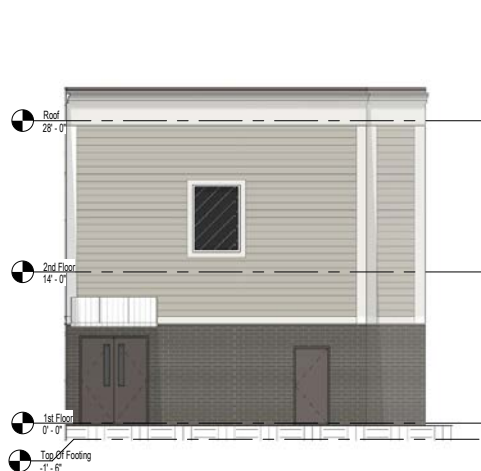




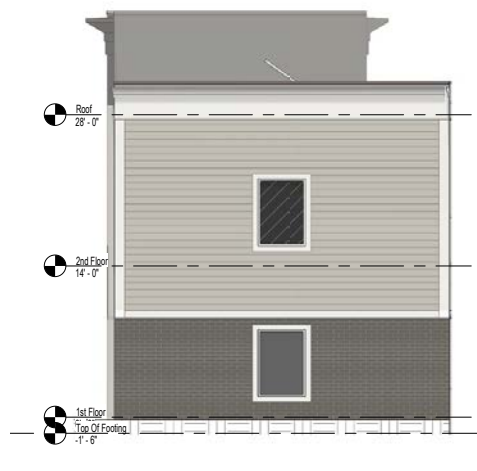
**East Elevation**



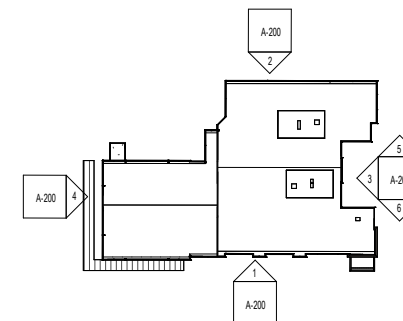
**West Elevation**



**Looking North in Alcove Near Slide**



**Looking South in Alcove Near Slide**



**Elevation Key Map**



Example of Proposed Base Texture



Example of Proposed Body Texture



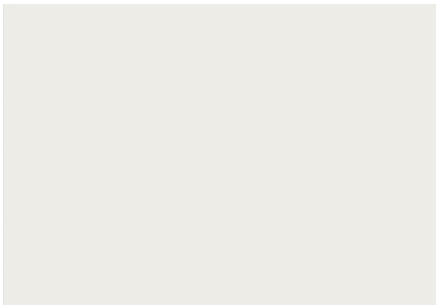
Example of Proposed Trim Texture



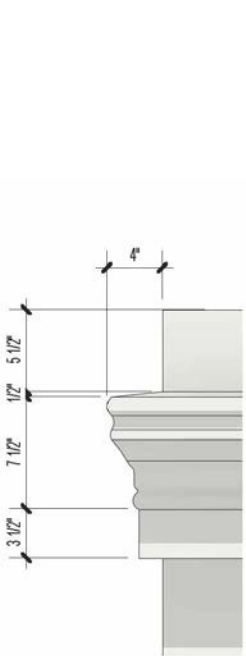
Proposed Base Color:  
SW 7645 Thunder Gray



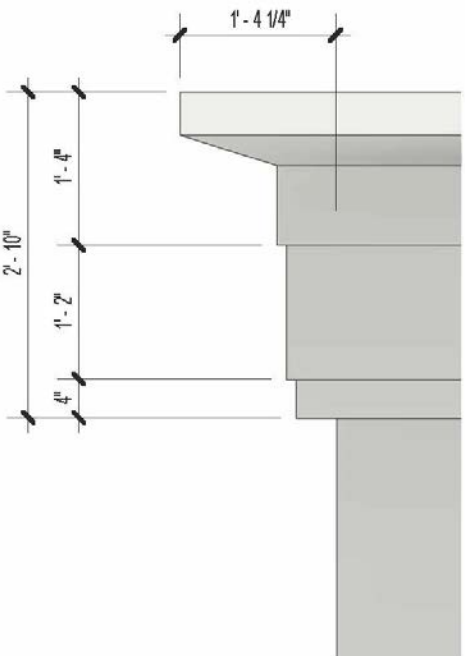
Proposed Body Color:  
SW 7016 Mindful Gray



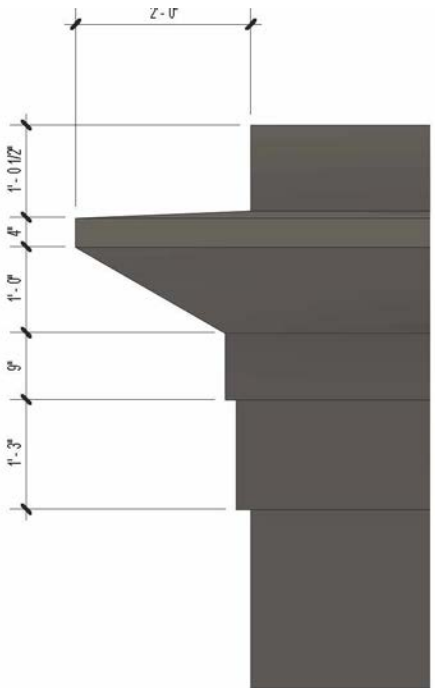
Proposed Trim Color:  
SW 7005 Pure White



Detail of Proposed  
Typical Cornice



Detail of Proposed  
Lower Entry Cornice



Detail of Proposed  
Upper Entry Cornice





Example of Proposed Wall Textures



Example of Proposed Wall Textures



Example of Proposed Awning



Example of Proposed Wall Textures



Example of Proposed Wall Textures



Example of Proposed Wall Textures





#1 - Rutherford Collegiate Prep - Arriving from Manon Pike



Perspective Key Map



\*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.





#2 - Rutherford Collegiate Prep - View Looking Southeast from pick-up/drop-off lanes



#3 - Rutherford Collegiate Prep - View Looking Southwest from Practice Field







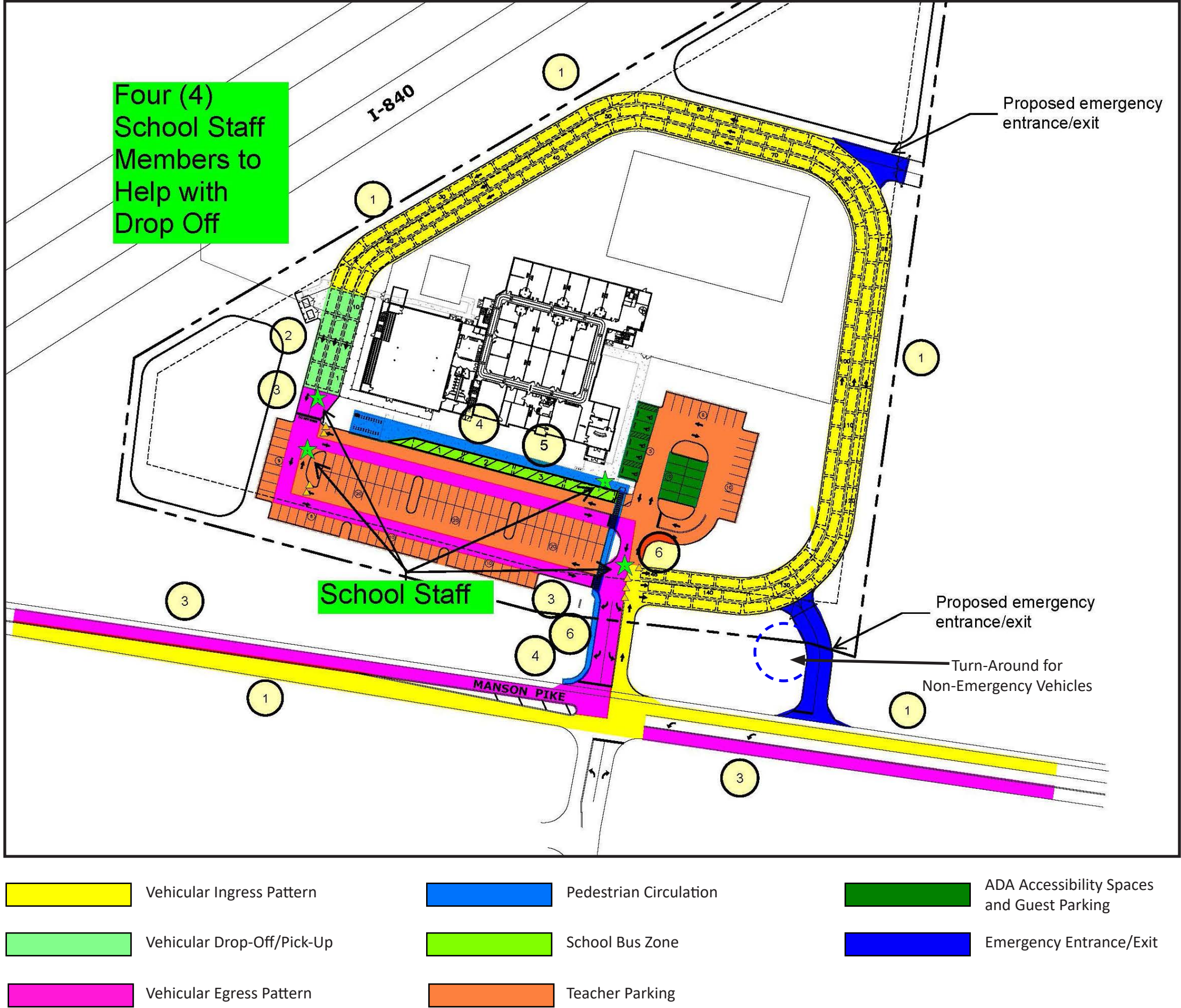
Pursuant to the City of Murfreesboro’s 2040 Major Transportation Plan (MTP), none of the surrounding roadways in this development are slated for improvements except Manson Pike. Manson Pike is currently built as a 3-lane cross-section with a central turning median and is planned to be converted from a 3-lane road to a 5-lane road.

The primary means of ingress/egress from this site will be via Manson Pike. The proposed entrance onto Manson Pike will incorporate three travel lanes for proper circulation into and out of the development. The developer of this property will be required to participate in those improvements with left and right turns into the site. This main entrance shall align with Lone Jack Lane coming from Braxton Parke on the opposite side of Manon Pike. The illustration below shows the proposed location point of ingress/egress for the development.

In order to enhance the functionality of emergency services, two supplementary access points will be provided. These access points will be secured by gates and equipped with a “YELP mode” for unimpeded entry. The first access point is situated to the east of the primary entrance on Manson Pike. This entrance has also been proposed with a turn-around for non-emergency vehicle use. The second access point is located along the eastern boundary of the property as a provisional entryway for future use.

A traffic impact study shall be conducted and coordinated with the City of Murfreesboro Traffic Department to determine the scope of the study.

- 1 Primary pick-up and drop-off shall utilize Manson Pike and continue on the school access inbound road to enter the drive loop road as seen in yellow.
- 2 Student pick-up & drop-off designated area for staggered release at each lane as seen in light green.
- 3 Primary pick-up & drop-off shall exit the drive loop road using exit lanes and turn right or left onto Manson Pike, as seen in purple.
- 4 Pedestrian and bicycle access to and from Manson Pike is shown in blue. Bicycle racks shall be provided on site.
- 5 Bus pick up zone.
- 6 Exit from parking area.



\*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



### Landscaping Characteristics:

- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- The base of building plantings will not be required with this project based on recommendations of the Department of Homeland Safety for educational facilities.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- Detention ponds and other stormwater facilities shall follow beautification standards per City of Murfreesboro landscaping ordinance.
- All common open space and landscape areas on the site shall be owned and maintained by the owner.



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

Response: The exhibits given on Pages 3-6 meet this requirement.

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

Response: The exhibits given on Pages 3-6 meet this requirement.

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

Response: The exhibits given on Pages 3-6 meet this requirement.

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

Response: Pages 7-8 provide exhibits and standards that provides the required materials.

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

Response: Pages 7 & 18 provide exhibits and standards that provides the required materials.

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

- (AA): The approximate date when construction of the project can be expected to begin.
- (BB): The order in which the phases of the project will be built.
- (CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage
- (DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in one phases. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

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

Response: The property is currently zoned Planned Institutional District (PND). The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the buildings shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complement existing and future development in this area.

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

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

| SETBACKS          | RS-15   | PND   | DIFFERENCE |
|-------------------|---------|-------|------------|
| Front Setback     | 40.0’   | 40.0’ | +0.0’      |
| Side Setback      | 12.5’   | 25.0’ | +12.5’     |
| Rear Setback      | 30.0’   | 30.0’ | 0.0’       |
| Minimum Lot Size  | 15,000’ | N/A   | N/A        |
| Minimum Lot Width | 75’     | N/A   | N/A        |

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

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

|                                 |              |
|---------------------------------|--------------|
| TOTAL SITE AREA                 | 358,499 s.f. |
| TOTAL MAXIMUM FLOOR AREA        | 64,000 s.f.  |
| TOTAL LOT AREA                  | 358,499 s.f. |
| TOTAL BUILDING COVERAGE         | 35,000 s.f.  |
| TOTAL DRIVE/ PARKING AREA       | 69,691 s.f.  |
| TOTAL RIGHT-OF-WAY              | 0 s.f.       |
| TOTAL LIVABLE SPACE             | NA s.f.      |
| TOTAL OPEN SPACE                | 71,003 s.f.  |
|                                 |              |
| FLOOR AREA RATIO (F.A.R.)       | 0.18         |
| LIVABILITY SPACE RATIO (L.S.R.) | 0.71         |
| OPEN SPACE RATIO (O.S.R.)       | 0.90         |

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

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portions of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panels 47149C0140J and 47149C0255J Effective 5/9/2023.

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

Response: Pages 3 & 18 discusses the Major Transportation Plan.

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

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Rethink Forward contact info for both is provided on inside of cover.

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

Response: Pages 10-17 show the architectural character of the proposed building and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 8.



| LAND USE PARAMETERS AND BUILDING SETBACKS |       |              |            |
|---|-------|--------------|------------|
| ZONING (EXISTING VS PROPOSED)             | RS-15 | PROPOSED PND | DIFFERENCE |
| RESIDENTIAL DENSITY                       |       |              |            |
| MINIMUM LOT AREA                          | N/A   | NA           | N/A        |
| MINIMUM LOT WIDTH                         | N/A   | NA           | N/A        |
|   |       |              |            |
| MINIMUM EXTERNAL SETBACK REQUIREMENTS     |       |              |            |
| MINIMUM FRONT SETBACK                     | 40'   | 40'          | 0'         |
| MINIMUM SIDE SETBACK                      | 12.5' | 25'          | +12.5'     |
| MINIMUM REAR SETBACK                      | 30'   | 30'          | 0'         |
|   |       |              |            |
| LAND USE INTENSITY RATIOS                 |       |              |            |
| MAX F.A.R.                                | NONE  | NONE         | NA         |
| MINIMUM LIVABLE SPACE RATIO               | NONE  | NONE         | NA         |
| MINIMUM OPEN SPACE REQUIREMENT            | 20%   | 20%          | 0%         |
| MINIMUM FORMAL OPEN SPACE REQUIREMENT     | 0%    | 0%           | 0%         |
| MAX HEIGHT                                | 35'   | 40'          | +5'        |

PND Exceptions Request Summary:  
No Exceptions Requested

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 6, 2023**

**6:00 P.M.**

**CITY HALL**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Jami Averwater  
Reggie Harris  
Bryan Prince  
Chase Salas  
Shawn Wright

## **STAFF PRESENT**

Greg McKnight, Exec. Director Dev. Services  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Brad Barbee, Planner  
Carolyn Jaco, Recording Assistant  
Roman Hankins. Assistant City Attorney

### **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 Comments.**

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

### **4. Approve minutes of the August 16, 2023, Planning Commission meeting.**

Ms. Jami Averwater made a motion to approve the minutes of the August 16, 2023 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton



# MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 6, 2023

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

## 5. Public Hearings and Recommendations to City Council:

**Zoning application [2023-410] to amend the existing PND zoning (Rutherford Collegiate Prep PND) on 8.23 acres located along Manson Pike, Ryan Companies**

**US, Inc. 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.

Mr. Matt Taylor (design engineer) of SEC was in attendance to represent the application.

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

There being no further discussion, Vice-Chairman Ken Halliburton 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: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 6, 2023**

Shawn Wright

Nay: None

**Zoning application [2023-409] for approximately 12 acres located along Medical Center Parkway to be rezoned from CH & GDO-1 to PCD (The Avenue of Murfreesboro PCD) & GDO-1, Big V Property Group applicant.** Ms. Margaret Ann Green 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. Matt Taylor (design engineer) of SEC was in attendance to represent the application. He gave a PowerPoint presentation of 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 Kathy Jones opened the public hearing. No one came forward to speak for or against the proposed zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None



**ORDINANCE 23-OZ-42** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 8.23 acres in the Planned Institutional Unit Development (PND) District (Rutherford Collegiate Prep PND) located along Manson Pike, as indicated on the attached map, Ryan Companies US, Inc., applicant [2023-410].

**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 modify the conditions of the Planned Institutional Unit Development (PND) District, as indicated on the attached map, for the purpose of increasing square footage, the number of students, the number of classrooms, the number of teachers, and the maximum building height.

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

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

Passed:

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*  
\_\_\_\_\_  
43A2035E51F8401...  
Adam F. Tucker  
City Attorney

SEAL

Ordinance 23-OZ-42

**PND  
amended**

**City Limits**

**City Limits**

PUD

PUD

PND

MANSON CT

I-840

MANSON PIKE

LONE JACK LN

JOHN LEE LN

RS-15

PRD

RS-12





# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

---

**Item Title:** Rezoning property along Medical Center Parkway  
[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

Rezoning of approximately 12.0 acres located along Medical Center Parkway west of Maplegrove Drive.

## Staff Recommendation

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

## Background Information

Big V Property Group presented to the City a zoning application [2023-409] for approximately 12.0 acres located along Medical Center Parkway to be rezoned from CH (Commercial Highway District), GDO-1 (Gateway Design Overlay District 1), and PSO (Planned Signage Overlay District) to PCD (Planned Commercial District), GDO-1, and PSO. During its regular meeting on September 6, 2023, 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 allow additional flexibility for an existing shopping center, helping to maintain its viability in an ever-changing retail landscape.

## Attachments:

1. Ordinance 23-OZ-43
2. Maps of the area
3. Planning Commission staff comments and minutes from the 09/06/2023 meeting
4. The Avenue of Murfreesboro PCD pattern book

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 6, 2023**

**PRINCIPAL PLANNER: MARGARET ANN GREEN**

- 5.b. Zoning application [2023-409] for approximately 12 acres located along medical Center Parkway to be rezoned from CH, GDO-1 & PSO to PCD (The Avenue), GDO-1 & PSO, Big V Property Group applicant.**

**Introduction**

The subject property consists of one parcel located along Medical Center Parkway, Maplegrove Drive, Avenue Way and Interstate 24. The parcel is platted land identified as Tax Map 092 Parcel 94.01. The property is a total of 85.6 acres with approximately 12 acres included in the zoning map amendment request. The property is zoned CH (Commercial Highway District), GDO-1 (Gateway Design Overlay District), and PSO (Planned Signage Overlay District). The subject property is located south of Clari Park, adjacent to the Embassy Suites convention center, and northwest of the TDK apartment development.

**The Avenue PCD - 12 acres**

**Overview**

The Avenue PCD is proposed to allow the owners of The Avenue Lifestyle Center to create separate lots of record along Medical Center Parkway consist with the original leasing plan approved for this site. As originally proposed, the outparcels would be under common ownership. Existing tenants have expressed a desire to own the property their business is located on without redesigning the sites to include the separation required in the GDO. Also proposed is the desire to allow the individual lots to continue to rely on the larger parcel for shared parking, minimum open space requirements, minimum formal open space requirements. The frontage along Medical Center Parkway will continue to be maintained by the owner of the Avenue parcel.

**Transportation, Circulation and Access:**

The subject property has access to Medical Center Parkway, a major arterial. Currently the Public Infrastructure department is designing an additional lane along Medical Center Parkway in each direction. Engineering staff requested that the needed right-of-way be dedication with this project.

**Purposes of Planned Develop District:**

According to the Zoning Ordinance, the purposes of planned development district regulations are as follows:



1. to promote flexibility in development design and to permit planned diversification in the location of structures;
2. to promote the efficient use of land by permitting a planned arrangement of buildings, circulation systems, land uses, and utilities;
3. to preserve existing landscape features and amenities and to utilize such features in a harmonious fashion;
4. to encourage the total planning of land tracts consistent with adopted long-range plans;
5. to permit the use of new and innovative land development techniques while assuring protection of existing adjacent development;
6. to encourage the functional and beneficial use of open spaces and to preserve natural features of a development site;
7. to promote the creation of a safe and desirable living environment for residential areas characterized by a unified site and development program;
8. to permit the creation of a variety of housing types compatible with surrounding development to provide a greater choice of types of environment and living units;
9. to promote the provision of attractive and appropriate locations for business and manufacturing uses in well-designed developments and the provision of opportunities for employment closer to residences with a reduction in travel time from home to work;
10. to encourage the revitalization of established commercial centers;
11. to promote the diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects;
12. to encourage design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property; and,
13. to promote the significance of architectural and aesthetic improvements and details in atypical developments.

## **Exceptions**

Exceptions must be specifically identified and requested in the application for a planned development. The Zoning Ordinance states the following regarding exceptions within planned developments:

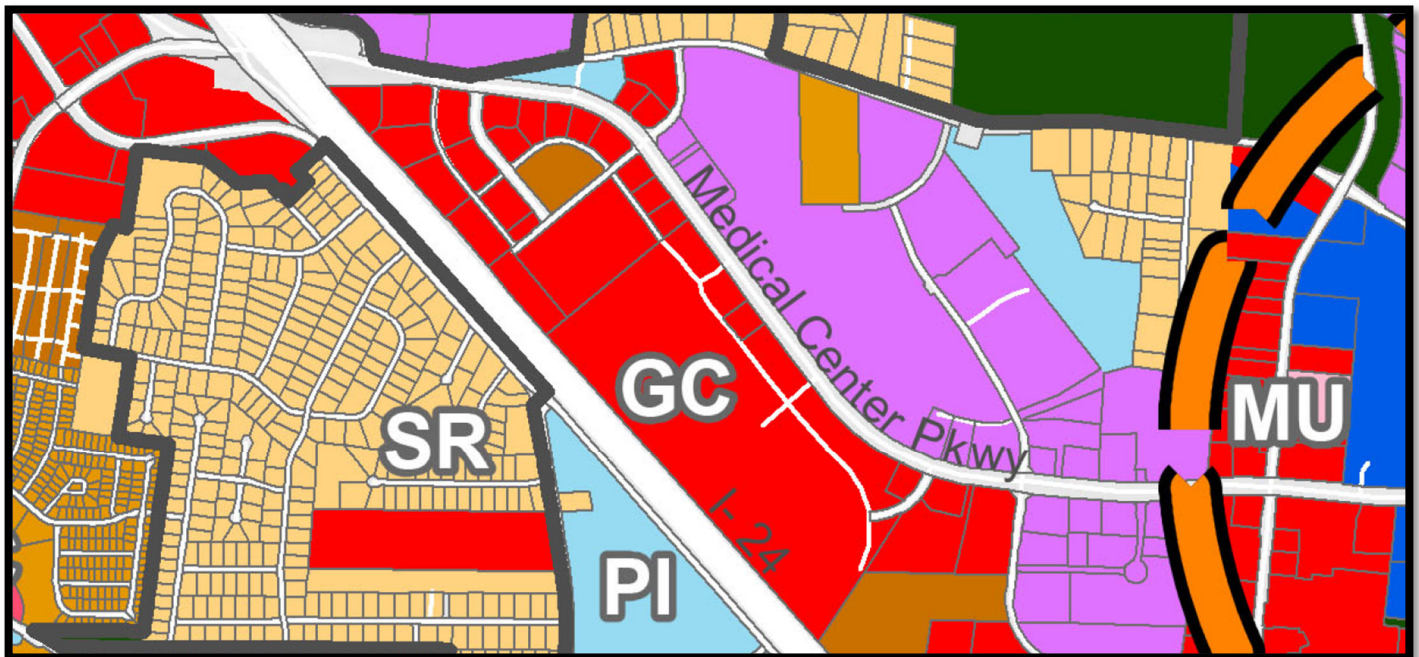
The planned development approval may provide for such exceptions from the Subdivision Regulations, Design Guidelines, and from district and overlay district zoning regulations governing use, density area, bulk, parking, architecture, landscaping, and open space as may be necessary or desirable to achieve the objectives of the proposed planned development, provided such exceptions are consistent with the standards and criteria contained in this section and have been specifically identified and requested in the application for a planned development.

Unless the application for a planned development contains a clear statement of exceptions to them, the standards and criteria of the Subdivision Regulations, Design Guidelines, and district and overlay district zoning regulations will apply to all planned developments. The specific zone district used as a comparison for the planned development shall be the most like zone district to the planned development, as determined by the Planning Director.

The PCD book identify four exceptions on page 21 of the program book. They are:

1. Requesting an exception that lighting levels along Avenue Way be allowed to exceed 0.5 foot-candles.
2. Requesting an exception to the required landscape yard between property lines and parking/drives. The specific amounts needed for Lots 1, 2, and 4-8 is on page 21 of the program book.
3. Requesting an exception to the rear setback on the Outparcel currently occupied by Buffalo Wild Wings.
4. Requesting an exception to the required formal open space for each outparcel. Formal open space from the entire Avenue Shopping Center shall count towards the formal open space requirements for the individual outparcels.

### **Future Land Use Map**





## **(GENERAL) COMMERCIAL CHARACTER (GC)**

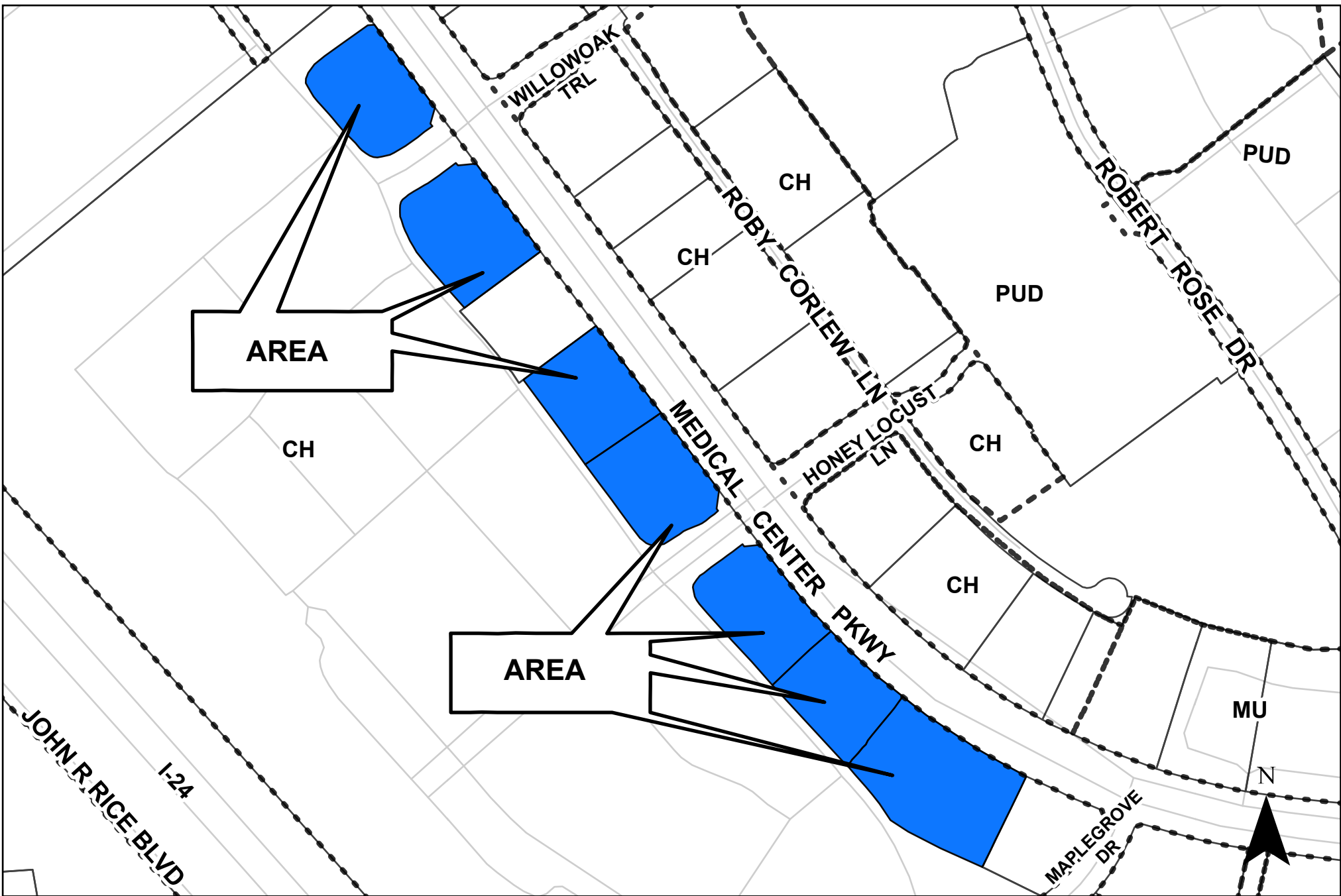
This designation pertains to commercial development as well as outparcels located on arterial and collector transportation routes. The primary difference in Urban and Auto-Urban character categories is the role of the automobile in its site design. Rather than buildings oriented to the street, as in an urban setting, such as what is found in downtown, auto-urban environments are characterized by large parking lots surrounding the buildings. Auto-Urban commercial uses include high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Uses like regional shopping center, grocery, hotels, gas stations, restaurants, and “big box” retailers. Due to the potential for these uses to generate high traffic volumes, their location should be on or with adequate access to arterial roadways.

### **Recommendation:**

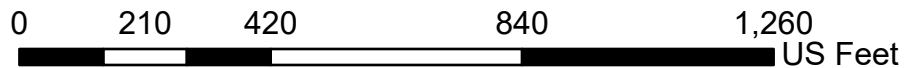
Staff requests the Planning Commission to consider the following items in its review of this request:

1. The proposed development type and characteristics are consistent with the approved *Murfreesboro 2035 Comprehensive Plan* and the *Future Land Use Map*.
2. The Planning Commission should consider the appropriateness of the exceptions that are a part of the PCD.

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. A copy of the PCD program book is included with the agenda materials. The Planning Commission should conduct a public hearing prior to formulating a recommendation to the City Council.

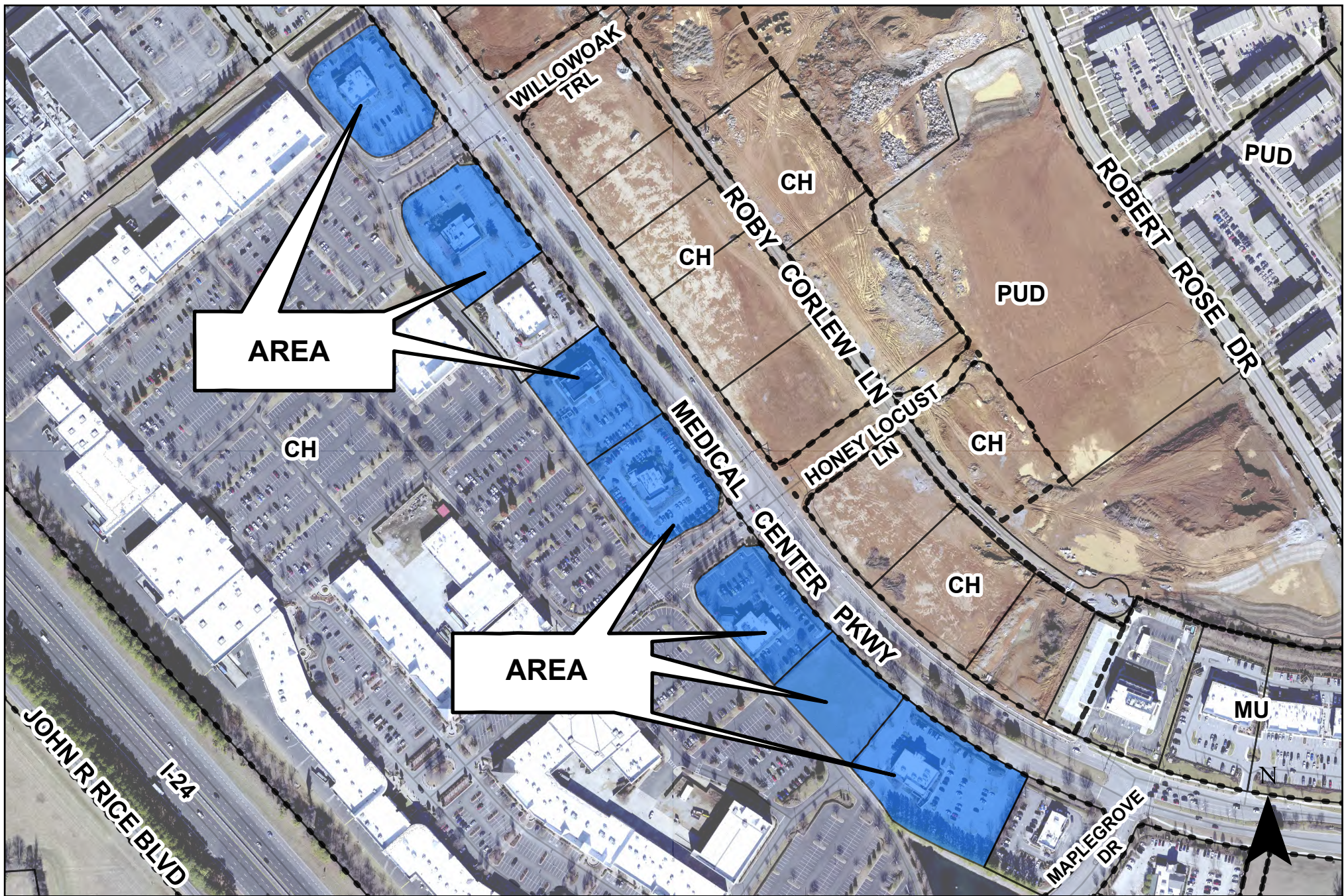


Zoning request for property along Medical Center Parkway  
Commercial Highway (CH) & GDO-1 to PCD (The Avenue of Murfreesboro PCD) & GDO-1



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





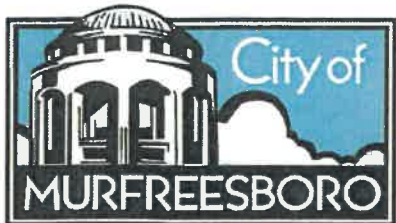
Zoning request for property along Medical Center Parkway  
Commercial Highway (CH) & GDO-1 to PCD (The Avenue of Murfreesboro PCD) & GDO-1



0 210 420 840 1,260 US Feet

Planning Department  
City of Murfreesboro  
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T E N N E S S E E

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(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:** Big V Property Group c/o Kenton McKeehan

**Address:** 5821 Fairview Road, Suite 302 **City/State/Zip:** Charlotte, NC 28209

**Phone:** 214-632-0500 **E-mail address:** kmckeehan@bigv.com

**PROPERTY OWNER:** BVA Avenue SPE LLC

**Street Address or property description:** 2615 Medical Center Parkway

**and/or Tax map #:** 092 **Group:** \_\_\_\_\_ **Parcel (s):** 94.01

**Existing zoning classification:** CH and GDO-1

**Proposed zoning classification:** PCD and GDO-1 **Acreage:** 12.02

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

**E-mail:** rmolchan@sec-civil.com

**APPLICANT'S SIGNATURE (required):** 

**DATE:** 7/12/2023

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

**Date received:** \_\_\_\_\_ **MPC YR.:** \_\_\_\_\_ **MPC #:** \_\_\_\_\_

**Amount paid:** \_\_\_\_\_ **Receipt #:** \_\_\_\_\_

Revised 7/20/2018



# SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING · SURVEYING · LAND PLANNING  
LANDSCAPE ARCHITECTURE

850 Middle Tennessee Blvd · Murfreesboro, TN 37129 · 615-890-7901 · [www.sec-civil.com](http://www.sec-civil.com) · Fax 615-895-2567

September 27, 2023

Margaret Ann Green  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

RE: The Avenue PCD Resubmittal for the City Council Public Hearing  
PCD Booklet Summary Of Changes  
SEC Project No. 08250

Dear Margaret Ann,

We have reviewed your comments on the above referenced PCD rezoning and we have revised the plans accordingly. Revisions have been outlined below.

## **Staff Comments**

### **Development Services – Planning**

Margaret Ann Green, 615.893.6441, [mgreen@murfreesborotn.gov](mailto:mgreen@murfreesborotn.gov)

### **Cover Page –**

Updated Submittal information .

### **Page 21**

Revised requested landscape yard exceptions to identity reductions for each individual lot.

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901.

Sincerely,



Matt Taylor, P.E.

SEC, Inc.

# THE AVENUE OF MURFREESBORO

A REQUEST FOR REZONING THE OUT-PARCELS OF THE AVENUE FROM COMMERCIAL HIGHWAY TO PLANNED COMMERCIAL DISTRICT (PCD) AND REMAIN IN THE GDO-1 AND PSO DISTRICTS

Murfreesboro, Tennessee



## Pre-App Submittal

June 29, 2023

## Initial Submittal

July 13, 2023

## Resubmittal

August 25, 2023 for the September 6, 2023  
Planning Commission Public Hearing

## Resubmittal

September 25th, 2023 for the October 19th, 2023  
City Council Public Hearing

**SEC, Inc.**

SEC Project #08250



**BIG V**  
PROPERTY GROUP

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

850 Middle Tennessee Blvd.  
Murfreesboro, Tennessee 37129



Company Name: Big V Property Group  
Profession: Commercial Real Estate Company  
Attn: Kenton McKeehan  
Phone: (214) 632-0500  
Email: kmckeehan@bigv.com  
Web: www.bigv.com

5821 Fairview Road Suite 302  
Charlotte, North Carolina 28209







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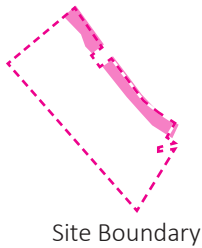


AERIAL PHOTOGRAPH

- |  |   |
|--|---|
|  Medical Center Parkway |  Maple Grove Drive |
|  Willowoak Trail        |  Avenue Way        |
|  Honey Locust Lane     |  I-24 Highway     |



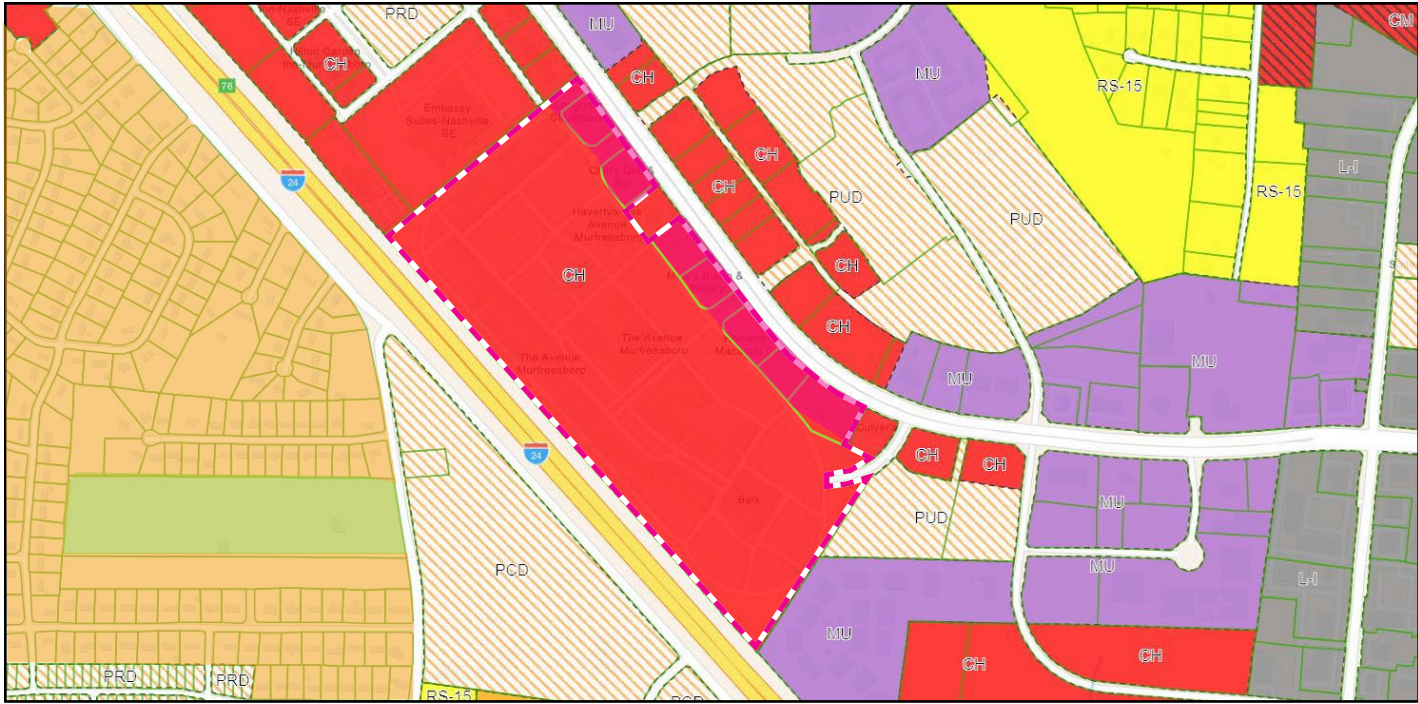
Not To Scale











Site Boundary

Big V Property Group respectfully requests the rezoning of The Avenue of Murfreesboro at 2615 Medical Center Pkwy from Commercial Highway (CH) and GDO-1 to Planned Commercial District (PCD) and GDO-1 to create the Avenue Outparcels. The properties are located along the western side of Medical Center Parkway and east of Avenue Way. The entire site is identified as Parcel 94.01 of Tax Map 92. The proposed portion to be rezoned is approximately 12.02 acres.

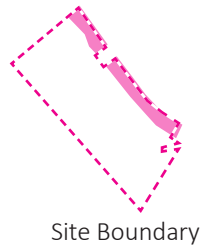
The request for rezoning to PCD is to create the individual lots of record for outparcels 1,2, and 4-8 along Medical Center Parkway. The purpose of this rezoning is to create a set of standards that align with the GDO's design intent and quality while providing flexibility to increase the diversity of end-users at each outparcel. By doing so, The Avenue of Murfreesboro will provide additional commercial services and products for the Murfreesboro area. The creation of these outparcels are consistent with how adjacent property owners are subdividing their properties into outparcels. These outparcels shall continue to be governed by the original Avenue declarations with the City of Murfreesboro. This rezoning will help rectify this imbalance.



ZONING MAP

- |   |  |
|---|--|
|  Commercial Highway (CH)           |  Planned Residential District (PRD)             |
|  Residential Single-Family (RS-15) |  Medium Density Residential (Rutherford County) |
|  Mixed Use (MU)                    |  Planned Unit Development (Rutherford County)   |
|  Planned Commercial District (PCD) |  |
|  Planned Unit District (PUD)     |  |

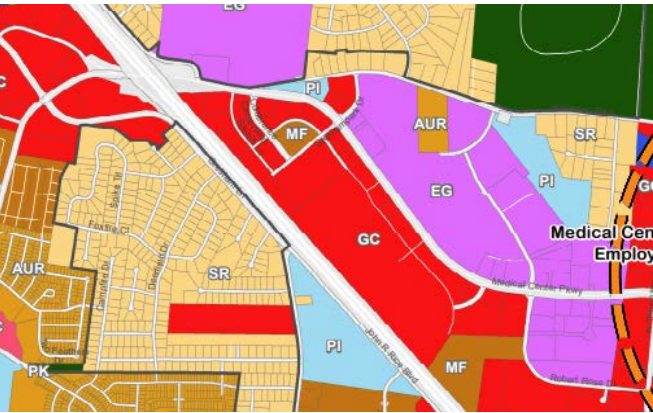
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Site Boundary

The surround areas consists of a mixture of zoning types and land uses as shown above in the most current zoning map. The properties located to around the proposed Outparcels are primarily zoned Commercial Highway (CH). Clari Park is located to the east side of Medical Center Parkway, and is a mixture of zonings consisting of Planned Unit District (PUD), Commercial Highway CH and Mixed Use (MU). Robert Rose Village is located to the south, and is a mixture of zonings consisting of Planned Unit District (PUD), Commercial Highway CH and Mixed Use (MU). North Church LLC subdivision is located to the north, and primarily zoned Commercial Highway (CH) with a pocket of Planned Residential District (PRD). There are a variety of City and County zoning districts located on the western side of Interstate 24, which is primarily Medium Density Residential within the jurisdiction of Rutherford County. This development is also within the City of Murfreesboro Gateway Design Overlay District (GDO) and the Planned Signage Overlay District (PSO).

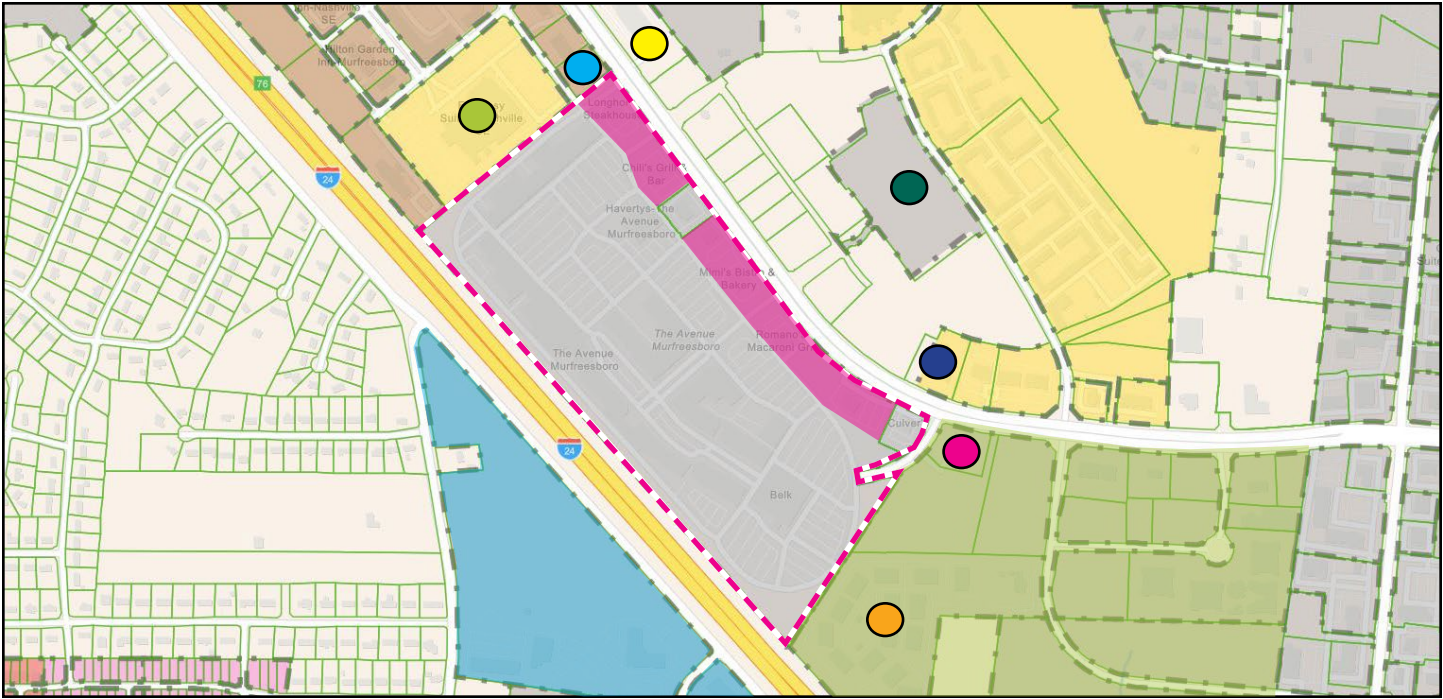
**MURFREESBORO 2035 FUTURE LAND USE PLAN**



The Murfreesboro 2035 Future Land Use Plan proposes this area to be General Commercial (GC). Characterized by roads, driveways, and at-grade parking areas that commonly exceed the area of the building(s) as a percent of ground cover.

Existing developments within this PCD align with the recommendations for the latest land use map. Future development on outparcels within this PCD shall continue to follow these recommendations.





SUBDIVISION MAP

Not To Scale

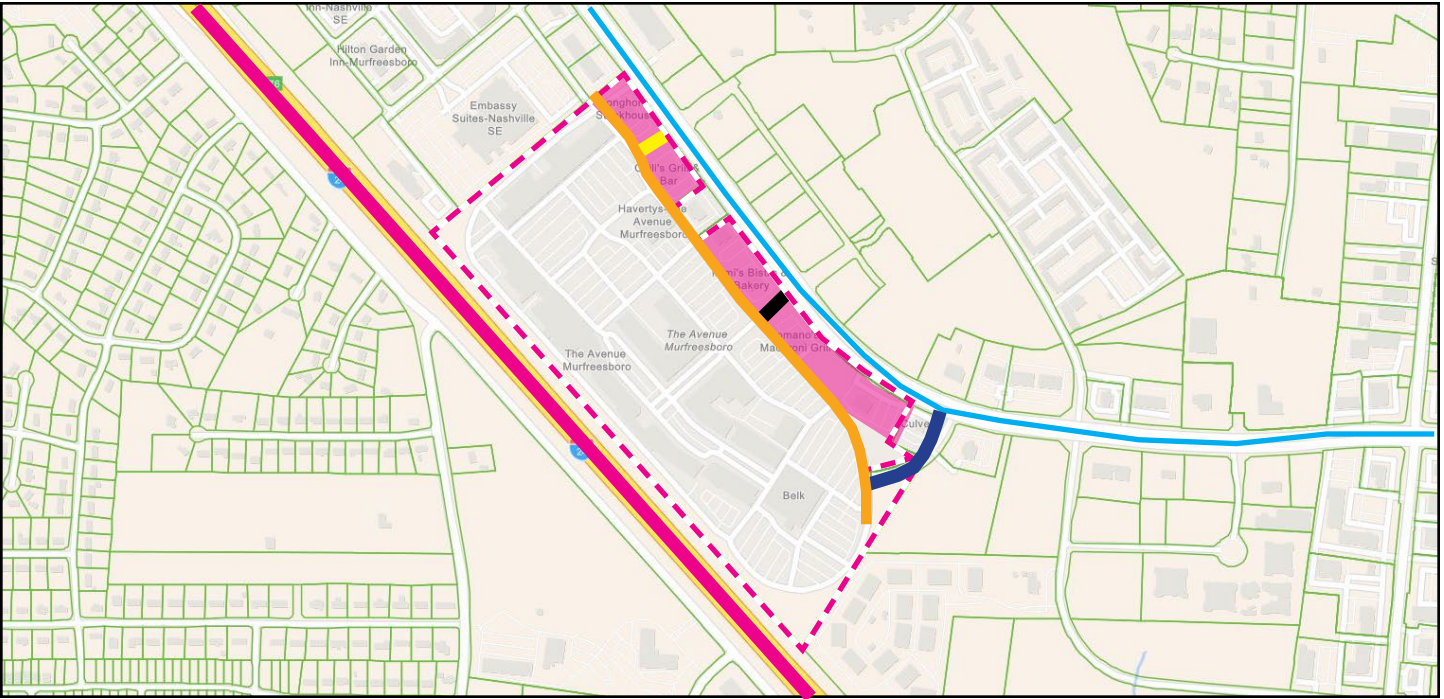


The Avenue of Murfreesboro is surrounded by a mixture of commercial & office properties and residential developments. Robert Rose Village to the southeast of the development consists of commercial properties along Medical Center Parkway with apartments located in the southern rear portion of the development. Robert Rose Village includes a mix of uses including; restaurants, a medical care facility, hotel, and gas station. The exterior elevations of the apartments consist of primarily hardy board siding with brick along the front elevation for most units.

Across Medical Center Parkway, on the northeast portion of the site, is a strip of commercial properties beginning to be developed. Located behind these commercial lots are the Clari Park Townhomes. These townhomes consist primarily of brick with minimum hardy board and rear loaded garages. Adjacent to the development on the north-west side are hotels, restaurants and the Vintage at the Avenue Apartments. The Vintage at the Avenue Apartments have portions of brick siding and EIFS facade. There are three points of ingress/egress to the development from Medical Center Parkway.

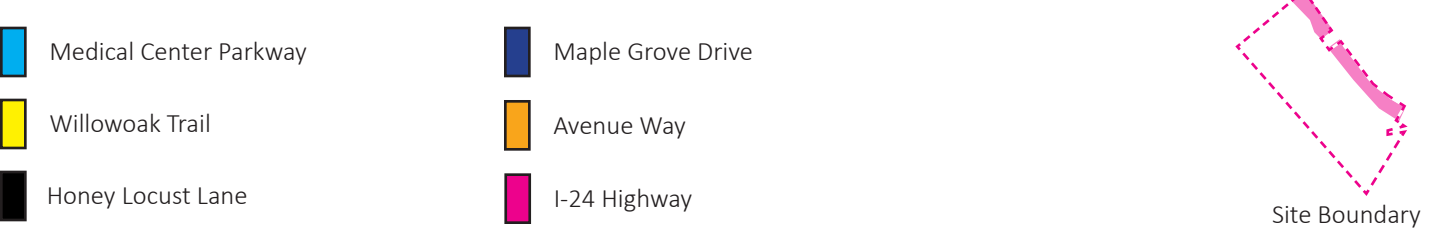
Along the western portions of the site, across Interstate 24 is a mix of residential and institutional uses. Lane Agripark is Rutherford County's Community Center, Farmer's Market and Pet Adoption & Welfare Service. The majority of residential properties on the west side of Interstate 24 are zoned Medium Density Residential District (RM)

This property will have a future subdivision plat to create these separate outparcels after rezoning is completed.



MAJOR TRANSPORTATION PLAN

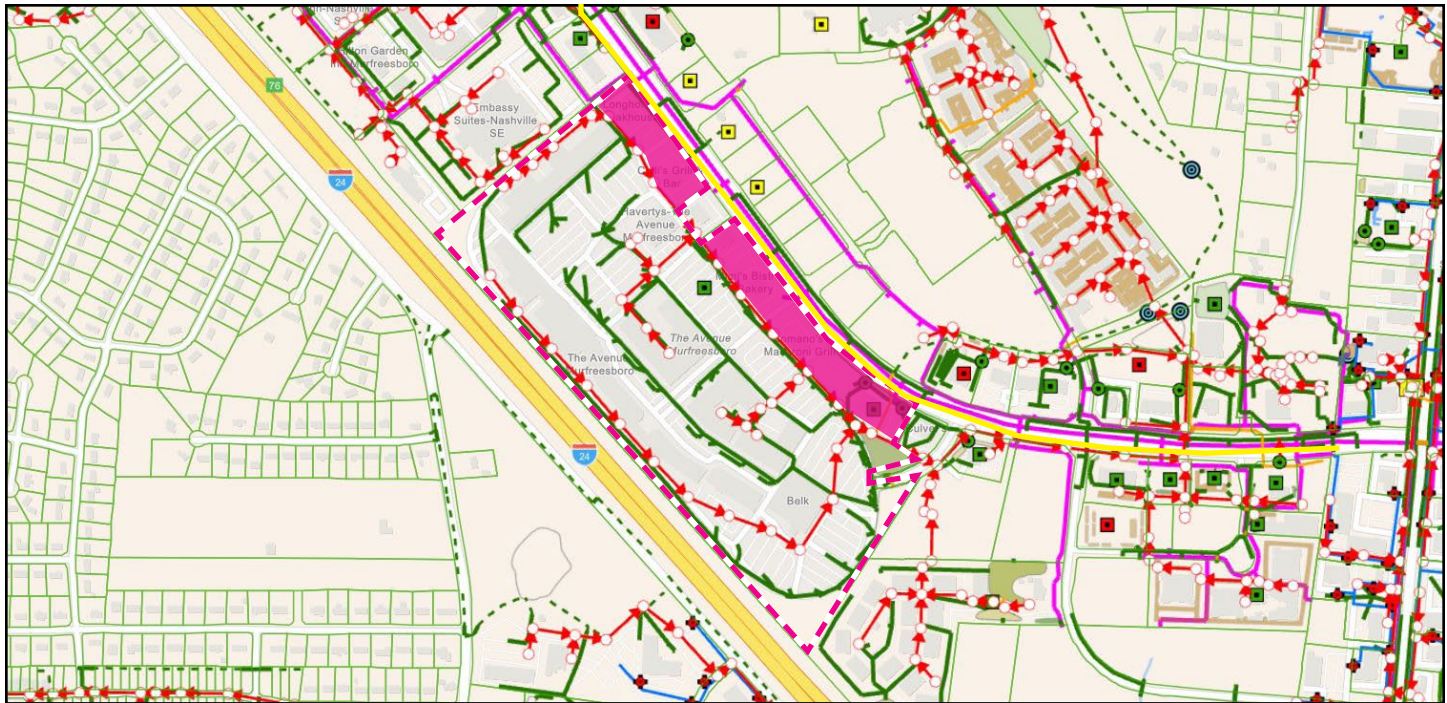
Not To Scale



Each of the properties currently has access to Avenue Way (Private Drive), and a few have access to Medical Center Parkway (Major Arterial - Public) via shared access drives. Although none of the roadways along surrounding this project are slated for improvements listed on the Major Transportation Plan, Medical Center Parkway is currently under design to be expanded from a 4-lane to a 6-lane road with a landscaped divided median. If right-of-way is required for widening, then it will be dedicated with the resubdivision plat.

This property is currently regulated by the Gateway Streetscape Master Plan and shall remain so. The existing streetscapes along these properties shall remain in order to preserve the overall character and quality of the Avenues. Future developments without existing streetscapes shall adhere to the Gateway Streetscape Master Plan upon development.





UTILITY MAP

Not To Scale



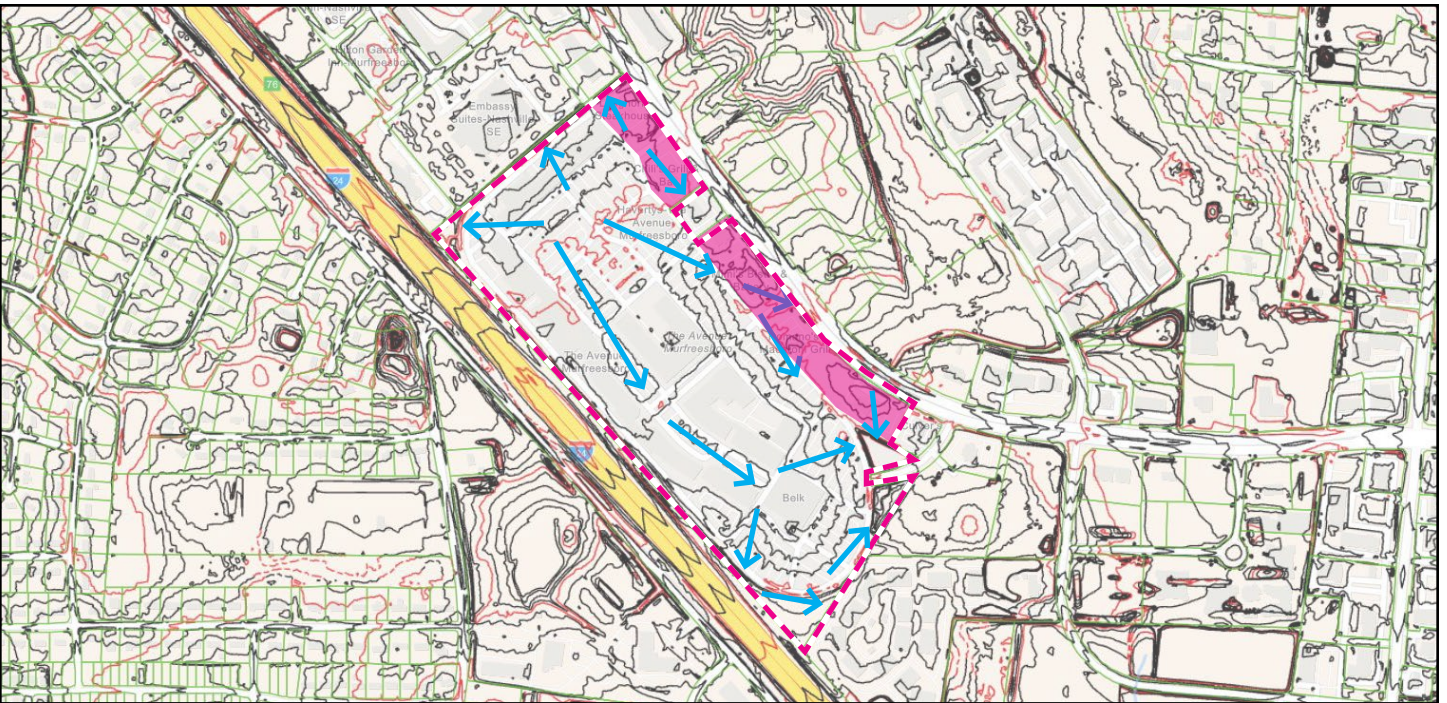
Water service is provided by the Consolidated Utility District. There is an existing 12” PVC water line along Medical Center Parkway and a 8” water line within Avenue Way for water service into the site. Each outparcel in this proposal has access to these lines or will have access.



Sanitary sewer service is provided by the Murfreesboro Water Resource Department. Each outparcel connects or will connect to the existing 10” or 12” PVC gravity sewer line along Avenue Way. The line increases from a 10” line to a 12” line after connecting to the manhole behind Chili’s. The Avenue shopping center will/does provide irrigation via repurified water lines to each outparcel in-lieu of individual taps at this time. However, if an individual outparcel desires an individual tap for their on-site irrigation source, that option shall remain.



Electric service is provided by Middle Tennessee Electric. Electrical services are provided from Medical Center Parkway. All on-site electric is underground.



HYDROLOGY AND TOPOGRAPHY

Not To Scale



The topographic map above shows the site’s topographic high point generally at the northern portion of the property. From this high point, the property drains towards the northwest and southeast corner of the site. Stormwater that drains to the northwest, flows towards the North Church LLC and an open ditch system along the highway. Stormwater that drains to the southeast, flows towards the existing detention ponds where it is collected. Existing regional stormwater facilities provide for the quality and quantity of stormwater from this site and will continue to do so with this rezoning. No portion of this site is within a FEMA floodway or floodplain per FEMA panel 47149C0255J eff. 5/9/2023.



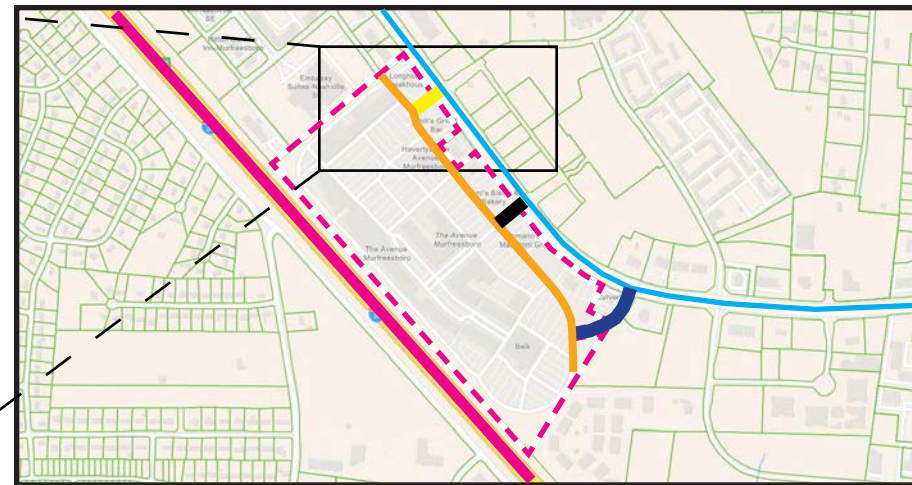
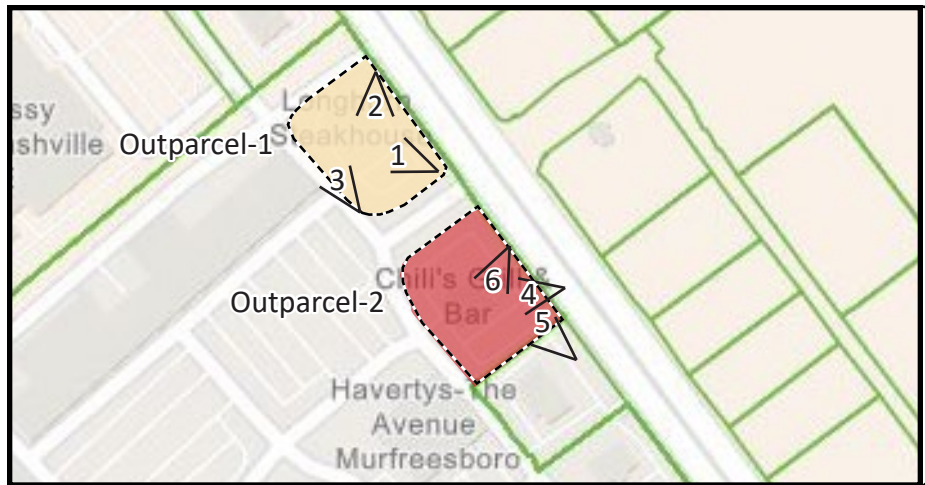
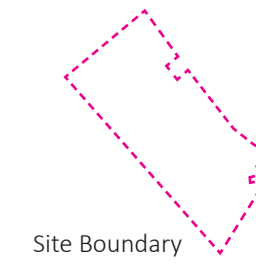


PHOTO DIRECTION MAP

Not To Scale

- Medical Center Parkway
- Willowoak Trail
- Honey Locust Lane
- Maple Grove Drive
- Avenue Way
- I-24 Highway



Site Boundary



1 - Outparcel '1' - Currently Occupied by Longhorn Steakhouse



2 - Outparcel '1'- Currently Occupied by Longhorn Steakhouse



3 - Outparcel '1'- Currently Occupied by Longhorn Steakhouse



4 - Outparcel '2'- Currently Occupied by Chili's



5 - Outparcel '2'- Currently Occupied by Chili's



6 - Outparcel '2'- Currently Occupied by Chili's



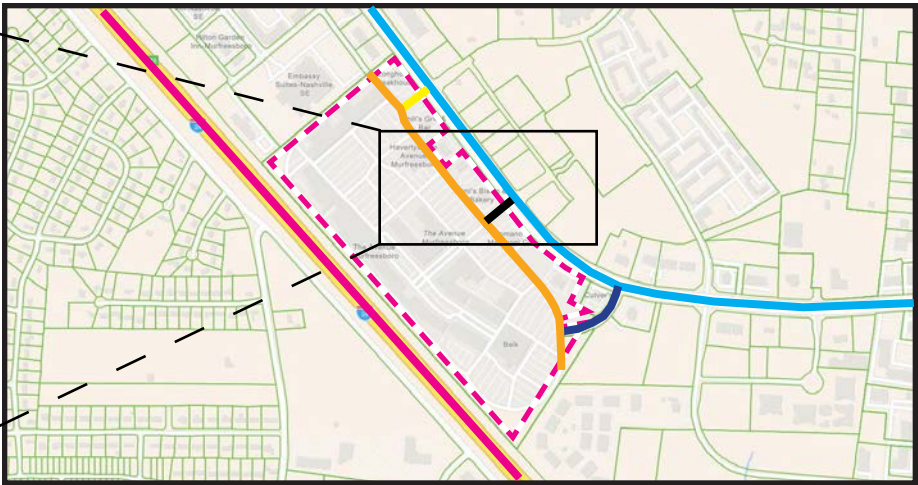
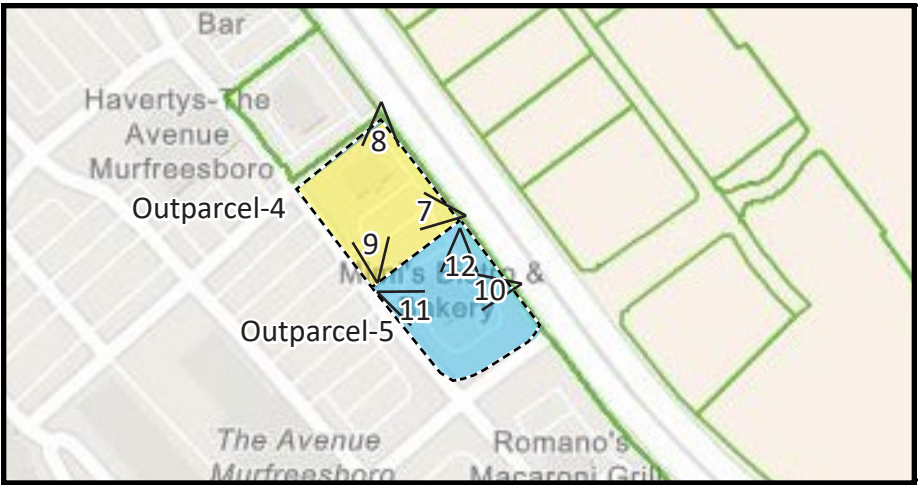


PHOTO DIRECTION MAP Not To Scale

Medical Center Parkway

Willowoak Trail

Honey Locust Lane

Maple Grove Drive

Avenue Way

I-24 Highway

Site Boundary

7 - Outparcel '4'- Currently Occupied by Jared



8 - Outparcel '4'- Currently Occupied by Jared



9 - Outparcel '4'- Currently Occupied by Jared



10 - Outparcel '5'- Currently Occupied by Mimi's Cafe



11 - Outparcel '5'- Currently Occupied by Mimi's Cafe



12 - Outparcel '5'- Currently Occupied by Mimi's Cafe



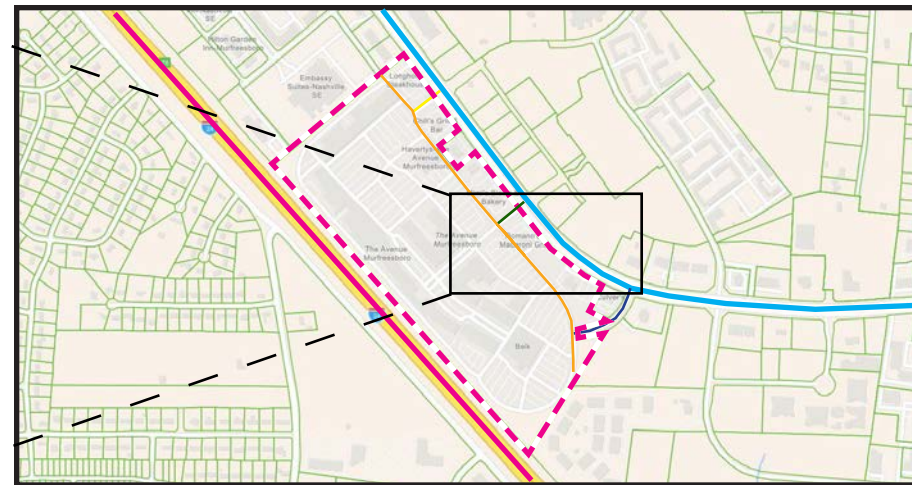
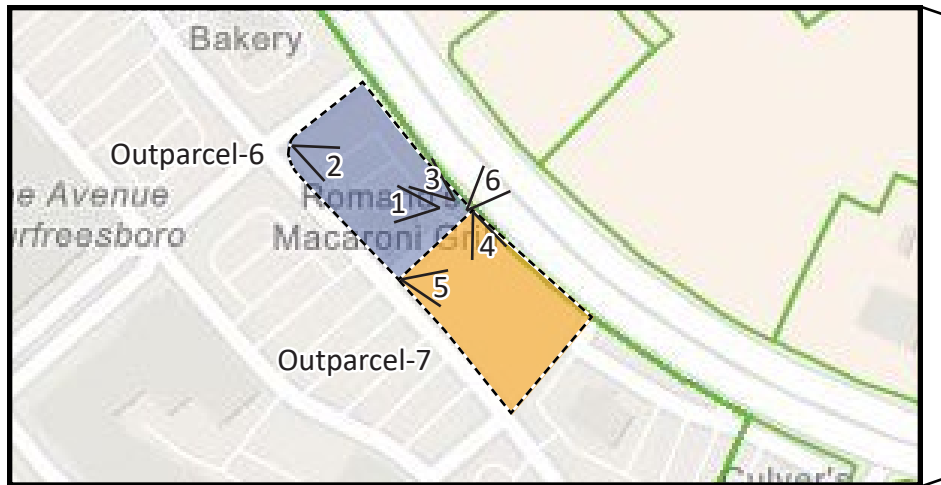
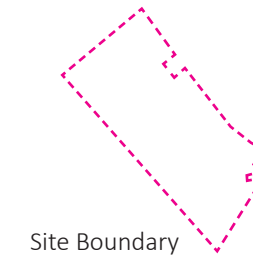


PHOTO DIRECTION MAP

Not To Scale

- Medical Center Parkway
- Willowoak Trail
- Honey Locust Lane
- Maple Grove Drive
- Avenue Way
- I-24 Highway



Site Boundary



1 - Outparcel '6'- Currently Occupied by Buffalo Wild Wings



2 - Outparcel '6'- Currently Occupied by Buffalo Wild Wings



3 - Outparcel '6'- Currently Occupied by Buffalo Wild Wings



4 - Outparcel '7'- Currently Vacant

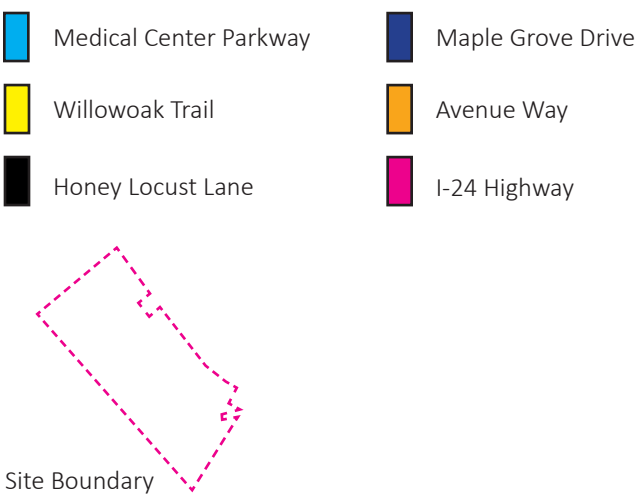
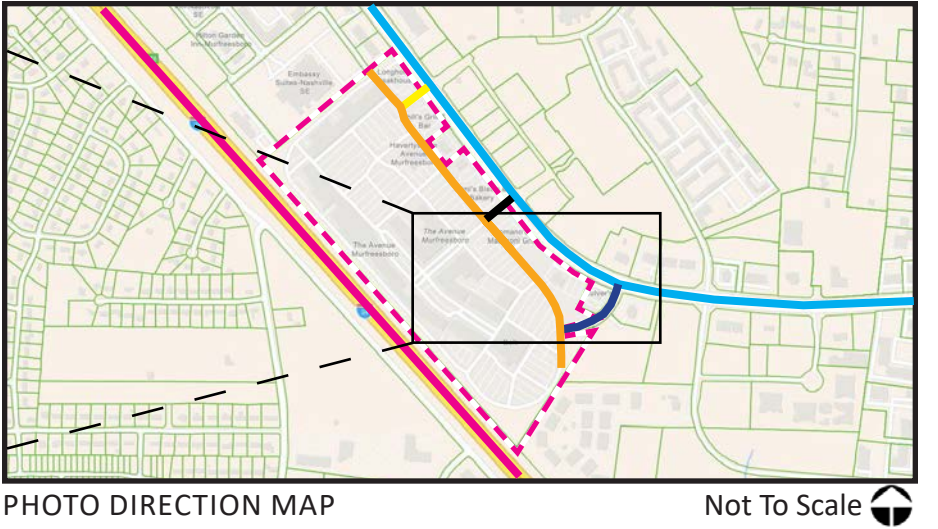
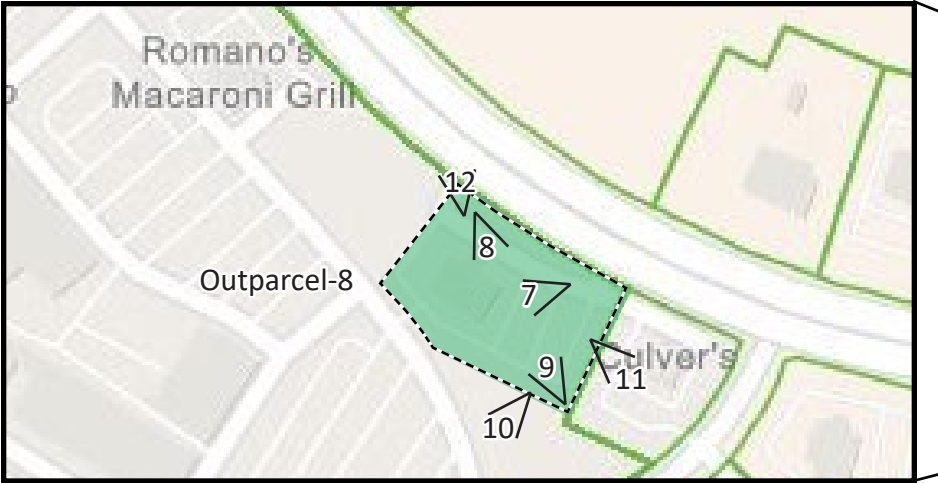


5 - Outparcel '7'- Currently Vacant



6 - Outparcel '7'- Currently Vacant





7 - Outparcel '8'- Currently Occupied by BJ's Restaurant & Brewhouse



8 - Outparcel '8'- Currently Occupied by BJ's Restaurant & Brewhouse



9 - Outparcel '8'- Currently Occupied by BJ's Restaurant & Brewhouse



10 - Near Outparcel '8'- Stormwater Pond



11 - Outparcel '8'- Looking east at Culvert's



12 - Outparcel '8'- Currently Occupied by BJ's Restaurant & Brewhouse



Land Use Data:

Existing Zoning:

CH

Proposed Zoning for Outparcels:

PCD

Total Land Area:

±12.02 Acres

Total Land Area (Outparcel 1)

±1.62 Acres

Total Land Area (Outparcel 2)

±1.88 Acres

Total Land Area (Outparcel 4)

±1.51 Acres

Total Land Area (Outparcel 5)

±1.57 Acres

Total Land Area (Outparcel 6)

±1.72 Acres

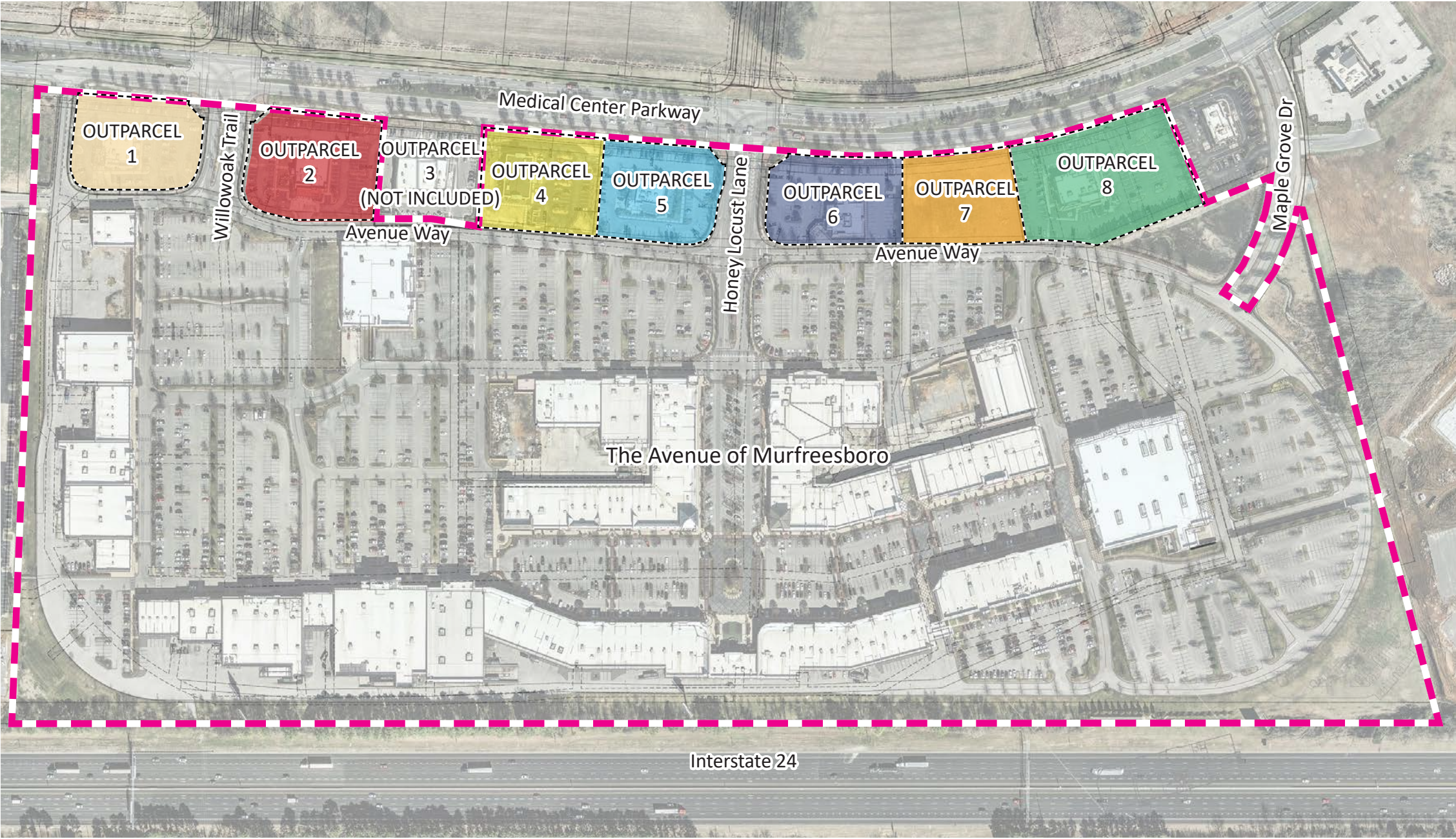
Total Land Area (Outparcel 7)

±1.34 Acres

Total Land Area (Outparcel 8)

±2.38 Acres

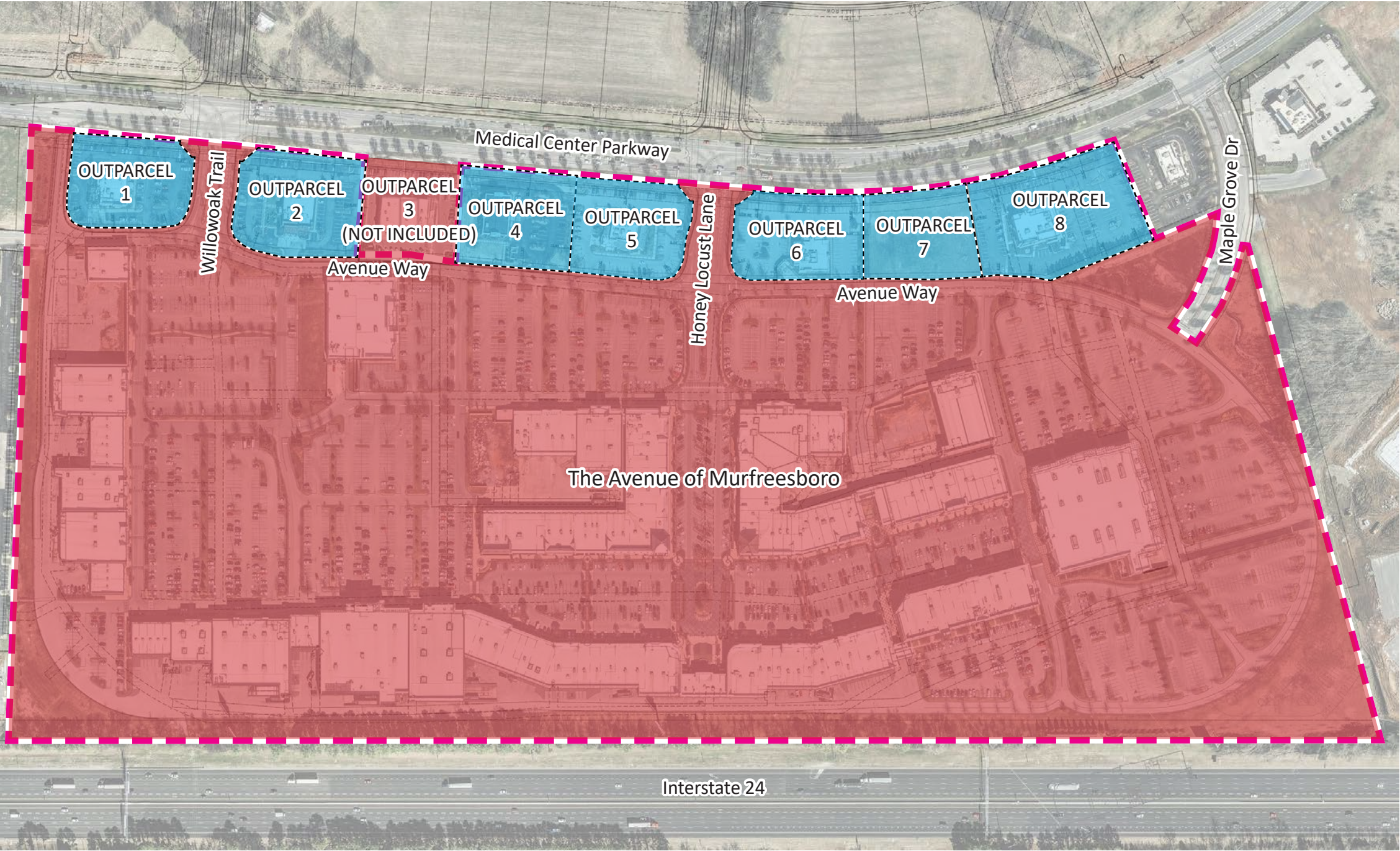
- Commercial Building
- Outparcel 1
- Outparcel 2
- Outparcel 4
- Outparcel 5
- Outparcel 6
- Outparcel 7
- Outparcel 8
- Roadway
- Sidewalk
- Open Space



**Development Standards of Out-parcels 1-8 (Excluding #3):**

- Each outparcel shall comply with any and all regulations pertaining to the Gateway Design Overlay District as outlined in the City of Murfreesboro Zoning Ordinance and follow Design Standards
  - Outparcels located along Medical Center Parkway shall be sold to existing and/or future tenants.
  - These outparcels shall remain as part of the overall Avenue Master Plan and shall continue to benefit from to the shared parking agreement and aggregate open space calculations.
  - The shared parking agreement will be recorded prior to the resubdivision plat being recorded.
  - Buildings shall be 1 or 2-story and occupied by a single or multiple tenant(s).
  - Each outparcel will have signage located on the building and along the Medical Center Parkway Frontage.
- All signage will be consistent with the Planned Signage Overlay (PSO).
  - Existing and future owners of each outparcel shall maintain the existing landscapes on the each outparcel to GDO standards to create a harmonious look within the Gateway District.
  - The Avenue Shopping Center owner will maintain landscaping between Medical Center Parkway right-of-way and the curbing closest to that right-of-way line.
  - Any undeveloped outparcels shall provide landscape designs as required by the GDO standards.
  - All mechanical equipment (i.e. HVAC and transformers) located on the ground shall be screened with landscaping or fencing. If mechanical equipment is located on the roof, then they shall be screened from view via a parapet wall.
  - All on-site utilities will be underground
- Solid waste will be handled by private haulers and utilize dumpster/compactor
  - Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping.
  - All parking areas will have curbing and be screened with a row of evergreen shrubs from Medical Center Parkway.
  - Mail service will be provided via Cluster Box Unit (CBU) if required by UPS.
  - On-site lighting will comply with City of Murfreesboro standards to prevent light pollution except along Avenue Way, where foot candles can exceed the limit to provided a safe lighting environment.
  - Parking will comply with Murfreesboro’s Zoning Ordinance but will benefit from the shared parking agreement.





**Land Use Data:**



|                                 |     |
|---------------------------------|-----|
| Existing Zoning:                | CH  |
| Proposed Zoning for Outparcels: | PCD |

**Total Land Area:** ±12.02 Acres

|                               |             |
|-------------------------------|-------------|
| Total Land Area (Outparcel 1) | ±1.62 Acres |
| Total Land Area (Outparcel 2) | ±1.88 Acres |
| Total Land Area (Outparcel 4) | ±1.51 Acres |
| Total Land Area (Outparcel 5) | ±1.57 Acres |
| Total Land Area (Outparcel 6) | ±1.72 Acres |
| Total Land Area (Outparcel 7) | ±1.34 Acres |
| Total Land Area (Outparcel 8) | ±2.38 Acres |

**Rezoning Notes:**

1. Proposed property lines and rezoning lines shall be placed behind the existing sidewalk(s) along all roadways except Medical Center Parkway.
2. A resubdivision plat shall be submitted to further outline the proposed zoning lines and property lines.

-  Existing CH Zoning To Remain
-  Proposed PCD Zoning

**SEC, Inc.**

SEC Project #08250 Murfreesboro, Tennessee

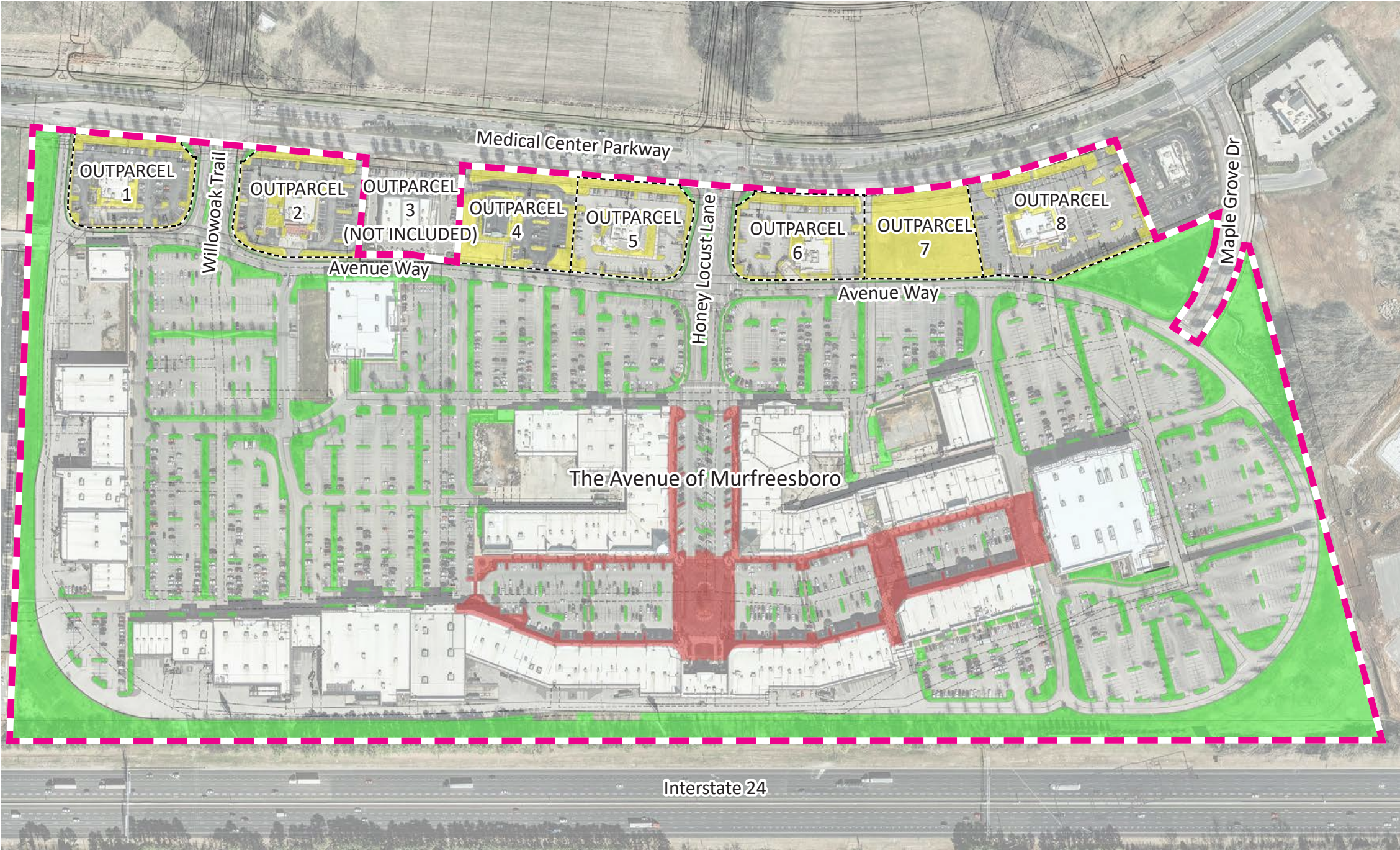


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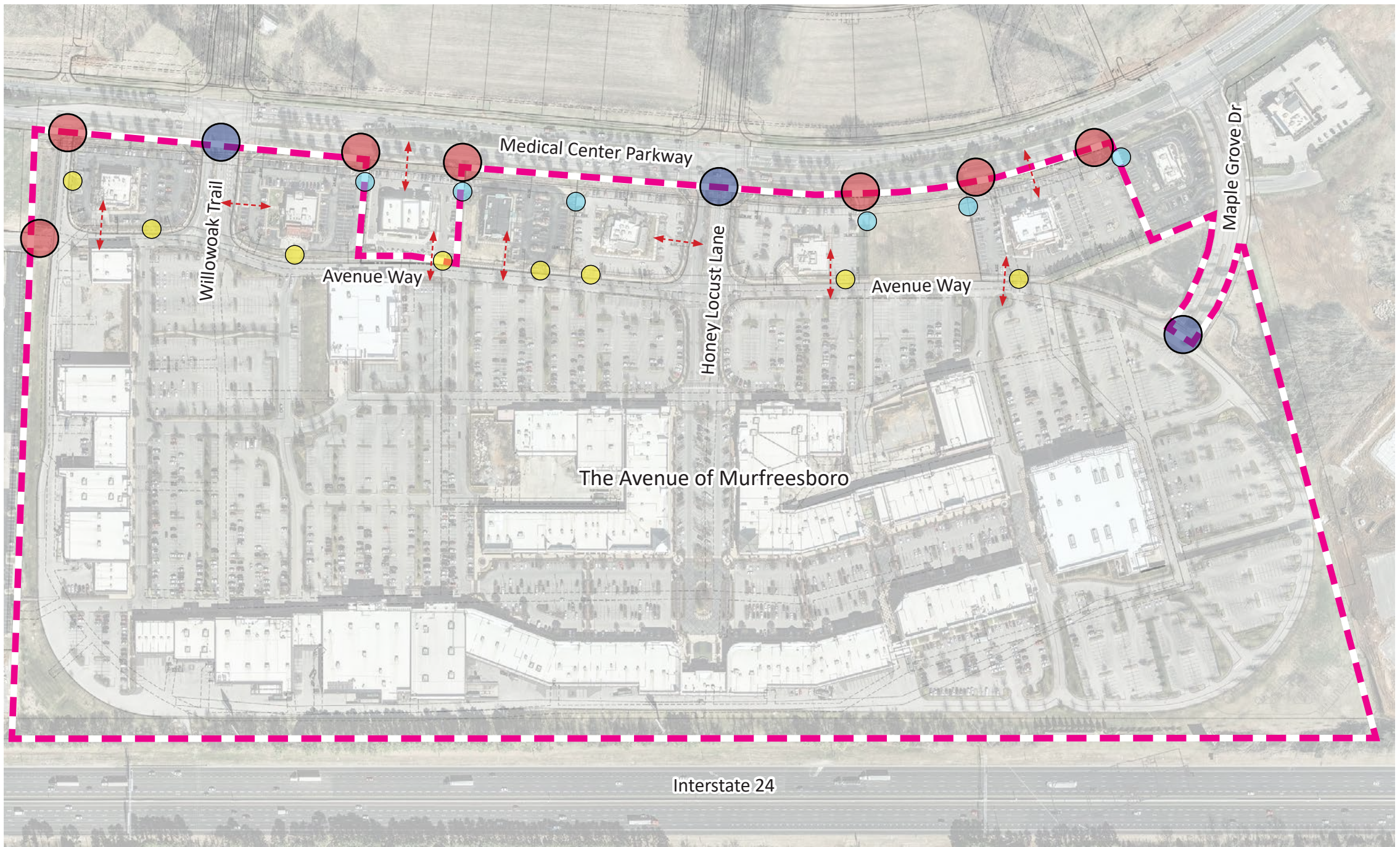


|                                 |                     |
|---------------------------------|---------------------|
| <b>Land Use Data:</b>           |                     |
| Existing Zoning:                | CH                  |
| Overall Development Land Area:  | ±96.23 Acres        |
| Required Open Space:            | ±19.25 Acres (20%)  |
| Provided Open Space:            | ±24.99 Acres (26%)  |
| Required Formal Open Space:     | ±2.88 Acres (3.00%) |
| Provided Formal Open Space:     | ±3.60 Acres (3.74%) |
| <b>Outparcel Land Use Data:</b> |                     |
| Existing Zoning:                | CH                  |
| Proposed Zoning:                | PCD                 |
| Total Land Area:                | ±12.02 Acres        |
| Total Land Area (Outparcel 1)   | ±1.62 Acres         |
| Required Open Space:            | ±0.32 Acres (20%)   |
| Provided Open Space:            | ±0.44 Acres (27%)   |
| Total Land Area (Outparcel 2)   | ±1.88 Acres         |
| Required Open Space:            | ±0.38 Acres (20%)   |
| Provided Open Space:            | ±0.48 Acres (26%)   |
| Total Land Area (Outparcel 4)   | ±1.51 Acres         |
| Required Open Space:            | ±0.30 Acres (20%)   |
| Provided Open Space:            | ±0.69 Acres (45%)   |
| Total Land Area (Outparcel 5)   | ±1.57 Acres         |
| Required Open Space:            | ±0.31 Acres (20%)   |
| Provided Open Space:            | ±0.46 Acres (29%)   |
| Total Land Area (Outparcel 6)   | ±1.72 Acres         |
| Required Open Space:            | ±0.34 Acres (20%)   |
| Provided Open Space:            | ±0.42 Acres (24%)   |
| Total Land Area (Outparcel 7)   | ±1.34 Acres         |
| Required Open Space:            | ±0.27 Acres (20%)   |
| Provided Open Space:            | ±1.26 Acres (94%)   |
| Total Land Area (Outparcel 8)   | ±2.38 Acres         |
| Required Open Space:            | ±0.48 Acres (20%)   |
| Provided Open Space:            | ±0.54 Acres (23%)   |
| Avenue Remaining Land Area:     | ±84.21 Acres        |
| Required Open Space:            | ±16.84 Acres (20%)  |
| Provided Open Space:            | ±20.70 Acres (25%)  |
| Required Formal Open Space:     | ±2.53 Acres (3.00%) |
| Provided Formal Open Space:     | ±3.24 Acres (3.85%) |

- Proposed Outparcel Open Space (±4.29 AC)
- Proposed Avenue Open Space (±20.70 AC)
- Proposed Avenue Formal Open Space (±3.24 AC)







- Primary Point of Ingress/Egress to The Avenue Shopping Center
- Secondary Point of Ingress/Egress to The Avenue Shopping Center
- External Point of Ingress/Egress to Adjacent Drives
- Internal Point of Ingress/Egress to Adjacent Parcels
- Pedestrian Connection to External Sidewalks

### Ingress/Egress

Pursuant to the City of Murfreesboro's Major Transportation Plan (MTP), none of the roadways surrounding this development are currently slated for improvements. Medical Center Parkway is currently under design to be expanded from a 4-lane to a 6-lane road with a landscaped divided median. If right-of-way is required for widening, then it will be dedicated with the resubdivision plat.

This property is currently regulated by the Gateway Streetscape Master Plan and shall remain so. The existing streetscapes along these properties shall remain in order to preserve the overall character and quality of the Avenues. Future developments without existing streetscapes shall adhere to the Gateway Streetscape Master Plan upon development.

The primary entrances to The Avenue Shopping Center incorporate three or more travel lanes for property circulation into and out of the site. Secondary entrances to The Avenue Shopping Center incorporate two travel lanes, one lane for traffic going each direction.

External and internal points of ingress/egress incorporate two travel lanes, one lane for traffic going each direction. The external points of ingress/egress all front onto Avenue Way except for one, which fronts onto a private drive to the northwest of Longhorn Steakhouse on Outparcel 1.

**SEC, Inc.**

SEC Project #08250 Murfreesboro, Tennessee



NOT TO SCALE



Outparcel 1 - Longhorn Steakhouse

Land Use Data:

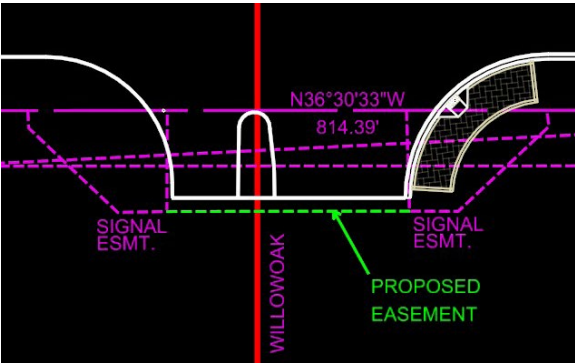
Existing Zoning: CH  
Proposed Zoning for Out-Parcels: PCD

Total Land Area: ±1.62 AC  
Total Building Area: ±5,790 SF  
Required Open Space: ±0.32 AC (20%)  
Provided Open Space: ±0.44 AC (27%)  
Required Formal Open Space: ±0.05 AC (3%)  
Provided Formal Open Space: Unknown

Required Parking:  
5,790 SF x (1 Space / 100 SF) = 58 Spaces

Provided Parking:  
Standard Parking Spaces: 92 Spaces  
To-Go Pick Up Spaces: 0 Spaces  
Handicap Parking Spaces: 5 Spaces  
Total Parking Provided: 97 Spaces (±39)

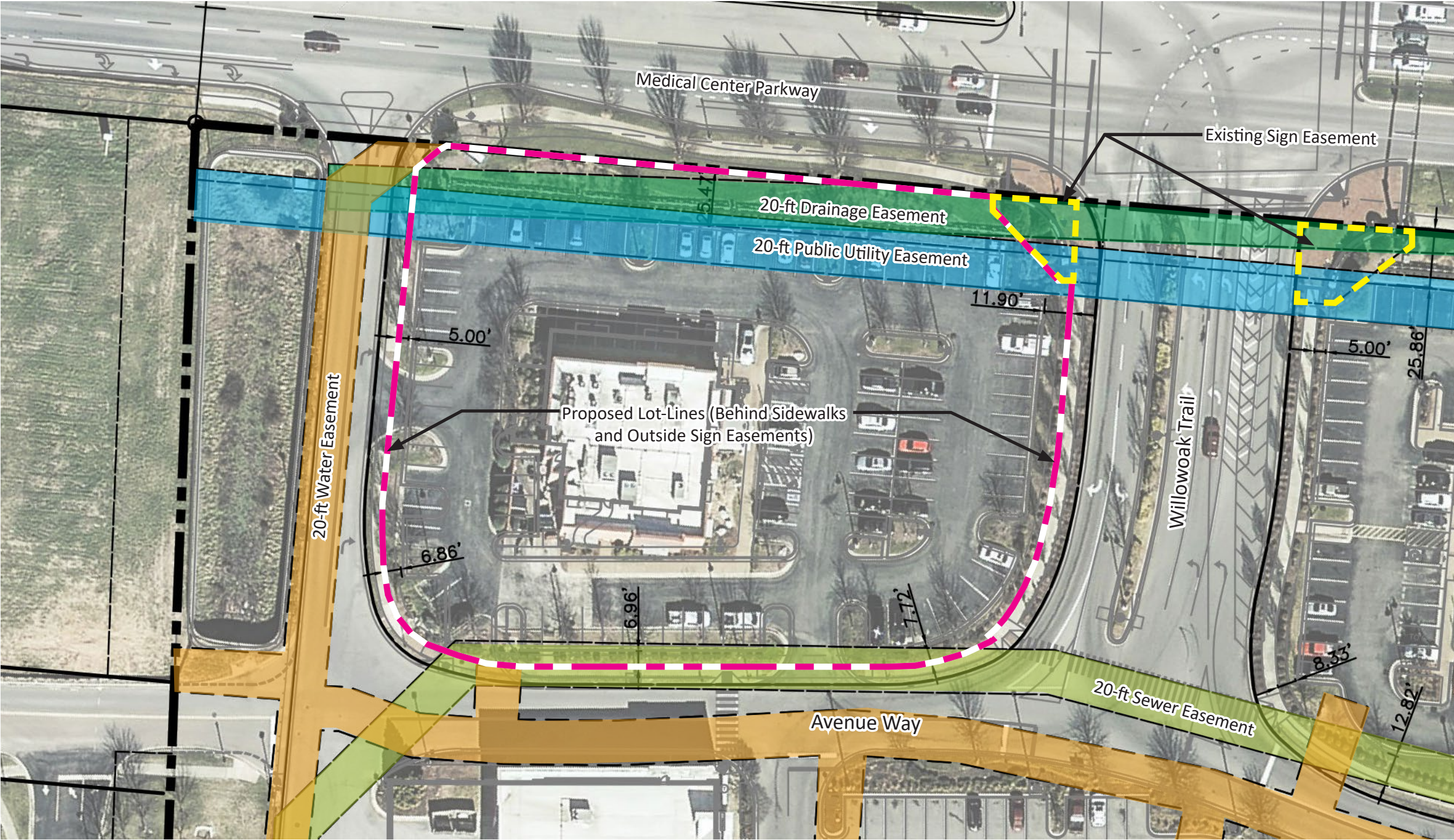
- Public Utility Easement
- Drainage Easement
- Sewer Easement
- Water Easement



With this development, the existing signal easement shall be expanded across the roadway as shown in green and shall be changed to an access easement. This will allow for maintenance and modifications of the existing plaza area and the existing walls along Medical Center Parkway.



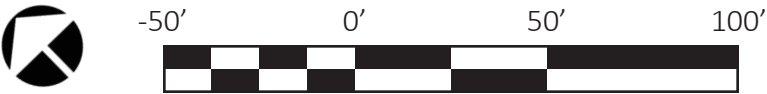
SEC Project #08250 Murfreesboro, Tennessee



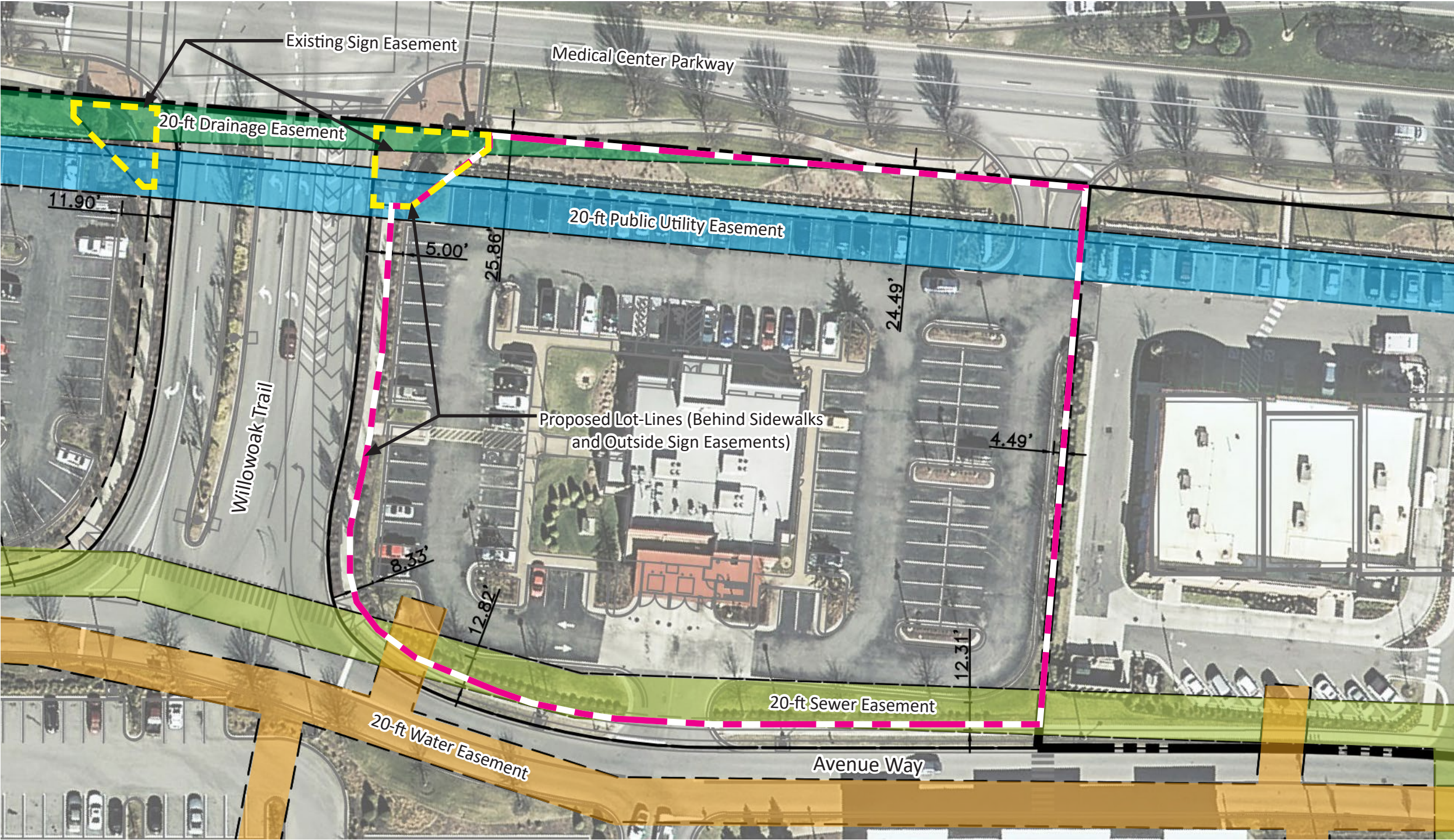
Outparcel 1 - Open Space Diagram

- Outparcel Open Space
- Existing Avenue Open Space

| Outparcel 1 Land Use Parameters and Building Setbacks |     |     |            |
|---|-----|-----|------------|
| Zoning (Existing vs Proposed)                         | CH  | PCD | Difference |
| Minimum Setback Requirements                          |     |     |            |
| Minimum Front Setback                                 | 42' | 42' | 0'         |
| Minimum Side Setback                                  | 0'  | 0'  | 0'         |
| Minimum Rear Setback                                  | 20' | 20' | 0'         |
| Other Requirements                                    |     |     |            |
| Minimum Open Space Requirement                        | 20% | 20% | 0%         |
| Maximum Height  | 75' | 75' | 0'         |







Outparcel 2 - Open Space Diagram

- Outparcel Open Space
- Existing Avenue Open Space

| Outparcel 2 Land Use Parameters and Building Setbacks |     |     |            |
|---|-----|-----|------------|
| Zoning (Existing vs Proposed)                         | CH  | PCD | Difference |
| Minimum Setback Requirements                          |     |     |            |
| Minimum Front Setback                                 | 42' | 42' | 0'         |
| Minimum Side Setback                                  | 0'  | 0'  | 0'         |
| Minimum Rear Setback                                  | 20' | 20' | 0'         |
| Other Requirements                                    |     |     |            |
| Minimum Open Space Requirement                        | 20% | 20% | 0%         |
| Maximum Height  | 75' | 75' | 0'         |

Outparcel 2 - Chili's Bar & Grill

Land Use Data:

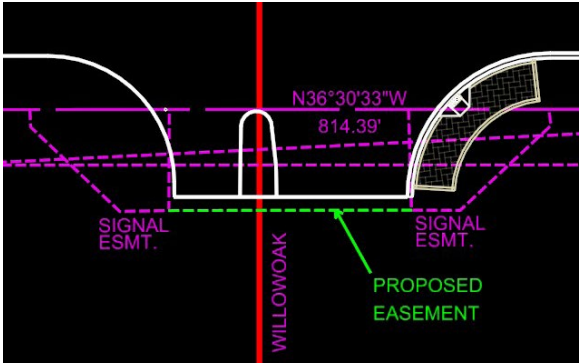
Existing Zoning: CH  
Proposed Zoning for Out-Parcels: PCD

Total Land Area: ±1.88 AC  
Total Building Area: ±6,135 SF  
Required Open Space: ±0.38 AC (20%)  
Provided Open Space: ±0.48 AC (26%)  
Required Formal Open Space: ±0.06 AC (3%)  
Provided Formal Open Space: Unknown

Required Parking:  
6,135 SF x (1 Space / 100 SF) = 61 Spaces

Provided Parking:  
Standard Parking Spaces: 100 Spaces  
To-Go Pick Up Spaces: 4 Spaces  
Handicap Parking Spaces: 5 Spaces  
Total Parking Provided: 109 Spaces (±48)

- Public Utility Easement
- Drainage Easement
- Sewer Easement
- Water Easement



With this development, the existing signal easement shall be expanded across the roadway as shown in green and shall be changed to an access easement. This will allow for maintenance and modifications of the existing plaza area and the existing walls along Medical Center Parkway.

SEC, Inc.

SEC Project #08250 Murfreesboro, Tennessee





Outparcel 4 - Jared

Land Use Data:

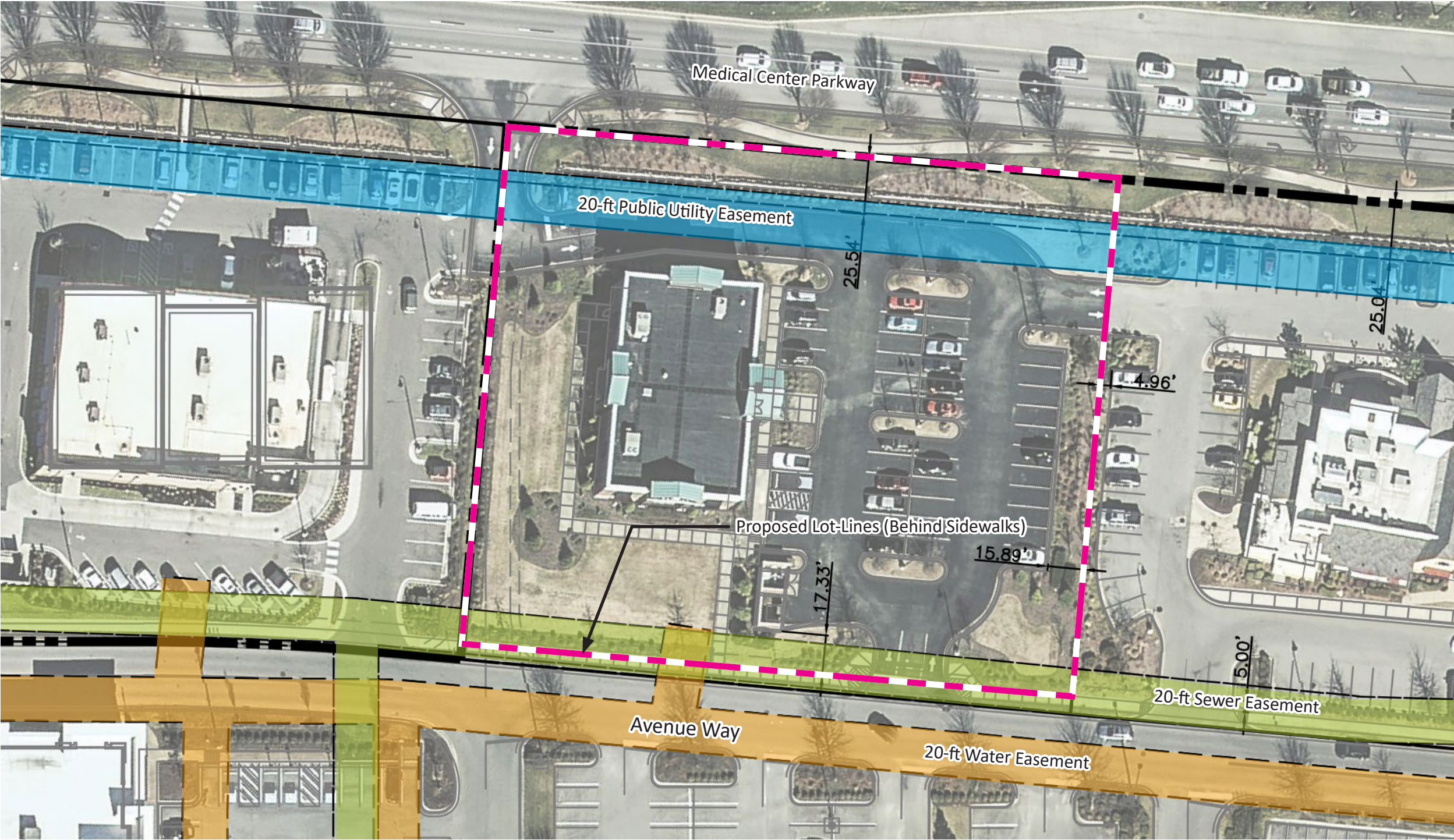
Existing Zoning: CH  
Proposed Zoning for Out-Parcels: PCD

Total Land Area: ±1.51 AC  
Total Building Area: ±6,033 SF  
Required Open Space: ±0.30 AC (20%)  
Provided Open Space: ±0.69 AC (45%)  
Required Formal Open Space: ±0.05 AC (3%)  
Provided Formal Open Space: Unknown

Required Parking:  
6,033 SF x (1 Space / 225 SF) = 27 Spaces

Provided Parking:  
Standard Parking Spaces: 41 Spaces  
To-Go Pick Up Spaces: 0 Spaces  
Handicap Parking Spaces: 2 Spaces  
Total Parking Provided: 43 Spaces (±16)

- Public Utility Easement
- Drainage Easement
- Sewer Easement
- Water Easement



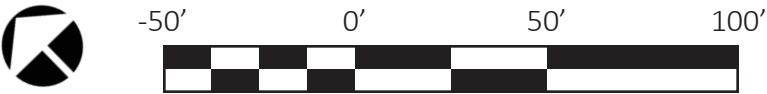
Outparcel 4 - Open Space Diagram

- Outparcel Open Space
- Existing Avenue Open Space

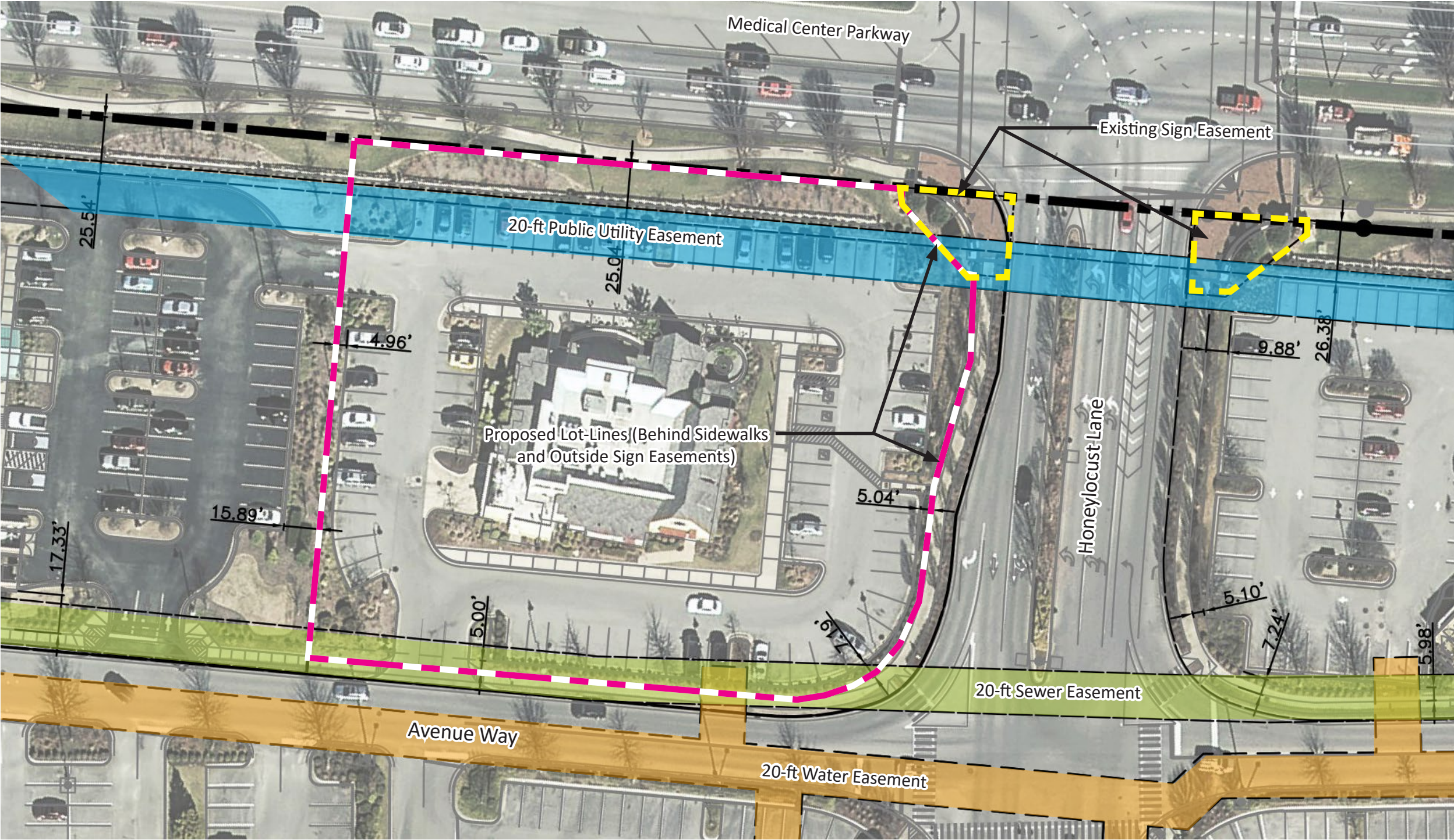
| Outparcel 4 Land Use Parameters and Building Setbacks |     |     |            |
|---|-----|-----|------------|
| Zoning (Existing vs Proposed)                         | CH  | PCD | Difference |
| Minimum Setback Requirements                          |     |     |            |
| Minimum Front Setback                                 | 42' | 42' | 0'         |
| Minimum Side Setback                                  | 0'  | 0'  | 0'         |
| Minimum Rear Setback                                  | 20' | 20' | 0'         |
| Other Requirements                                    |     |     |            |
| Minimum Open Space Requirement                        | 20% | 20% | 0%         |
| Maximum Height  | 75' | 75' | 0'         |



SEC Project #08250 Murfreesboro, Tennessee







Outparcel 5 - Open Space Diagram

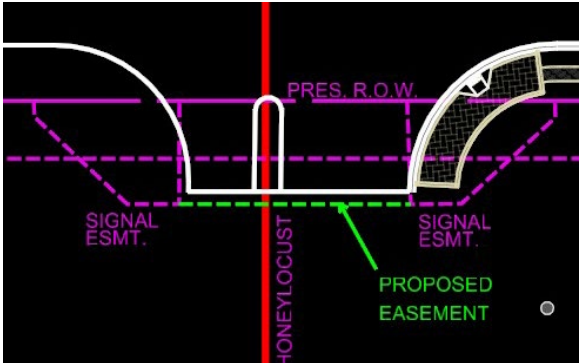
- Outparcel Open Space
- Existing Avenue Open Space

| Outparcel 5 Land Use Parameters and Building Setbacks |     |     |            |
|---|-----|-----|------------|
| Zoning (Existing vs Proposed)                         | CH  | PCD | Difference |
| Minimum Setback Requirements                          |     |     |            |
| Minimum Front Setback                                 | 42' | 42' | 0'         |
| Minimum Side Setback                                  | 0'  | 0'  | 0'         |
| Minimum Rear Setback                                  | 20' | 20' | 0'         |
| Other Requirements                                    |     |     |            |
| Minimum Open Space Requirement                        | 20% | 20% | 0%         |
| Maximum Height  | 75' | 75' | 0'         |

Outparcel 5 - Mimi's Cafe

| Land Use Data:                   |                 |
|----------------------------------|-----------------|
| Existing Zoning:                 | CH              |
| Proposed Zoning for Out-Parcels: | PCD             |
|                                  |                 |
| Total Land Area:                 | ±1.57 AC        |
| Total Building Area:             | ±7,441 SF       |
| Required Open Space:             | ±0.31 AC (20%)  |
| Provided Open Space:             | ±0.46 AC (29%)  |
| Required Formal Open Space:      | ±0.05 AC (3%)   |
| Provided Formal Open Space:      | Unknown         |
|                                  |                 |
| Required Parking:                |                 |
| 7,441 SF x (1 Space / 100 SF) =  | 74 Spaces       |
|                                  |                 |
| Provided Parking:                |                 |
| Standard Parking Spaces:         | 80 Spaces       |
| To-Go Pick Up Spaces:            | 0 Spaces        |
| Handicap Parking Spaces:         | 4 Spaces        |
| Total Parking Provided:          | 84 Spaces (±10) |

- Public Utility Easement
- Drainage Easement
- Sewer Easement
- Water Easement



With this development, the existing signal easement shall be expanded across the roadway as shown in green and shall be changed to an access easement. This will allow for maintenance and modifications of the existing plaza area and the existing walls along Medical Center Parkway.



SEC Project #08250     Murfreesboro, Tennessee





Outparcel 6 - Buffalo Wild Wings

Land Use Data:

|                                  |     |
|----------------------------------|-----|
| Existing Zoning:                 | CH  |
| Proposed Zoning for Out-Parcels: | PCD |

|                             |                |
|-----------------------------|----------------|
| Total Land Area:            | ±1.72 AC       |
| Total Building Area:        | ±6,491 SF      |
| Required Open Space:        | ±0.34 AC (20%) |
| Provided Open Space:        | ±0.42 AC (24%) |
| Required Formal Open Space: | ±0.05 AC (3%)  |
| Provided Formal Open Space: | Unknown        |

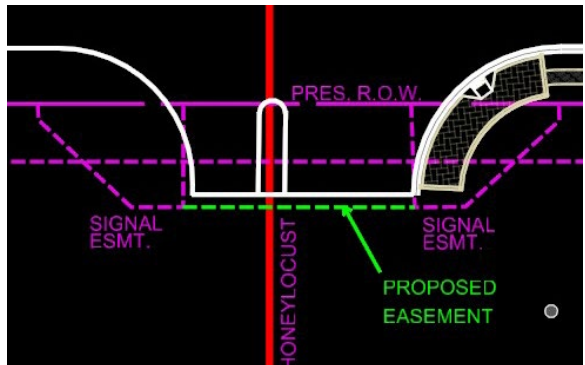
  

|                                 |           |
|---------------------------------|-----------|
| Required Parking:               |           |
| 6,491 SF x (1 Space / 100 SF) = | 65 Spaces |

|                          |                  |
|--------------------------|------------------|
| Provided Parking:        |                  |
| Standard Parking Spaces: | 97 Spaces        |
| To-Go Pick Up Spaces:    | 3 Spaces         |
| Handicap Parking Spaces: | 5 Spaces         |
| Total Parking Provided:  | 105 Spaces (±40) |

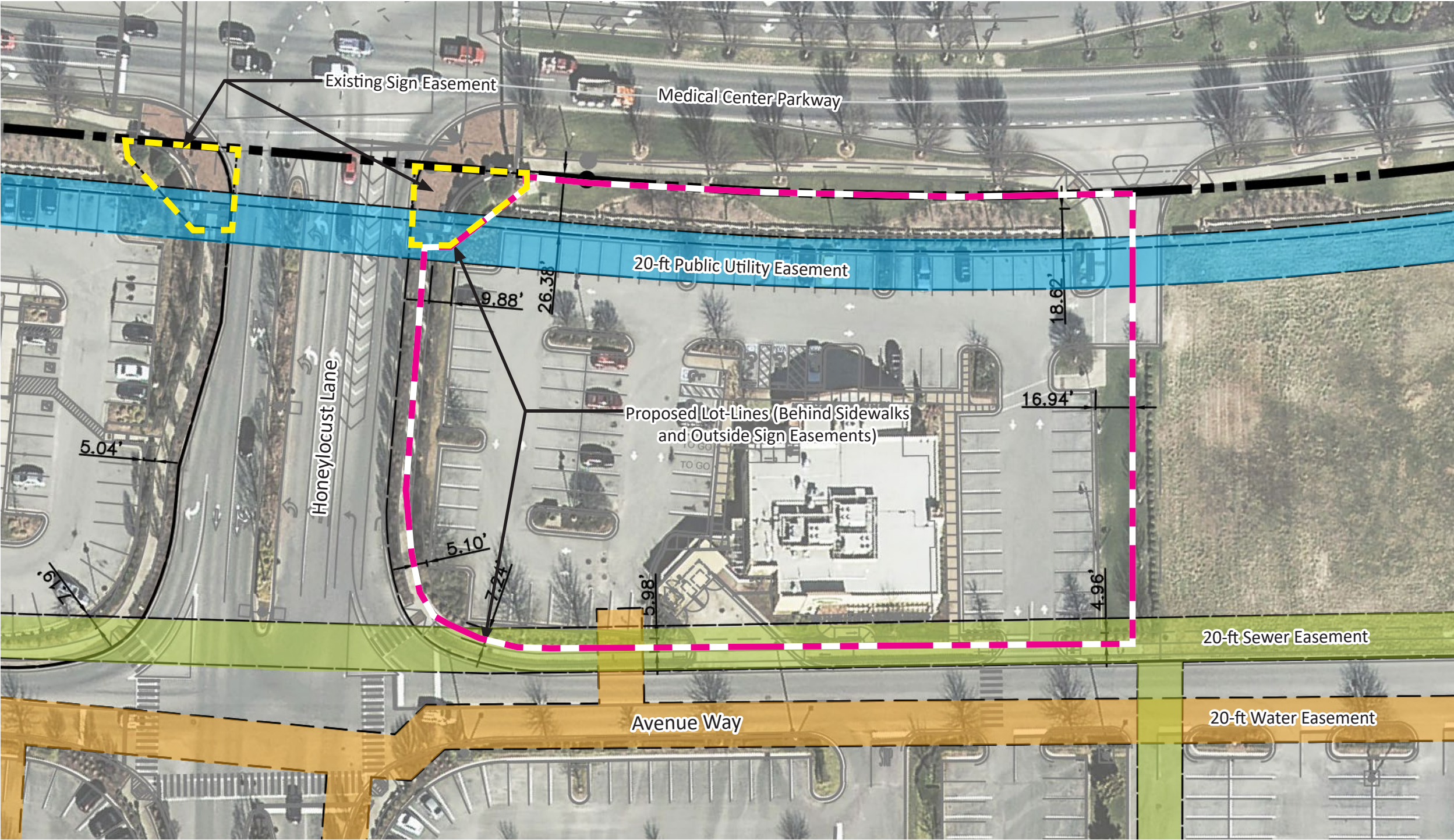
- Public Utility Easement
- Drainage Easement
- Sewer Easement
- Water Easement



With this development, the existing signal easement shall be expanded across the roadway as shown in green and shall be changed to an access easement. This will allow for maintenance and modifications of the existing plaza area and the existing walls along Medical Center Parkway.



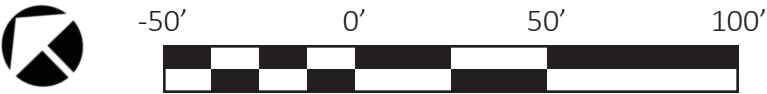
SEC Project #08250 Murfreesboro, Tennessee



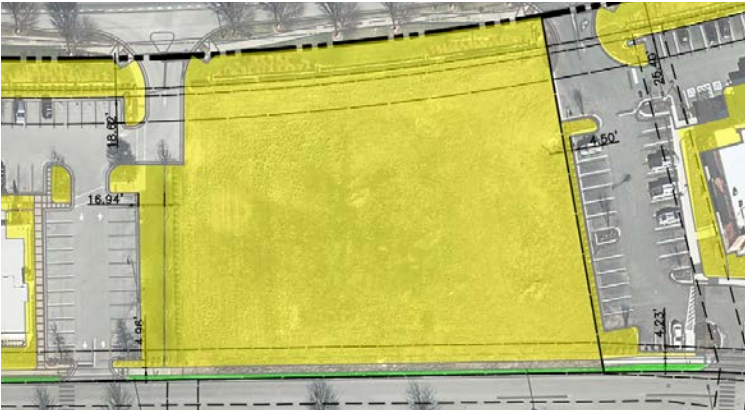
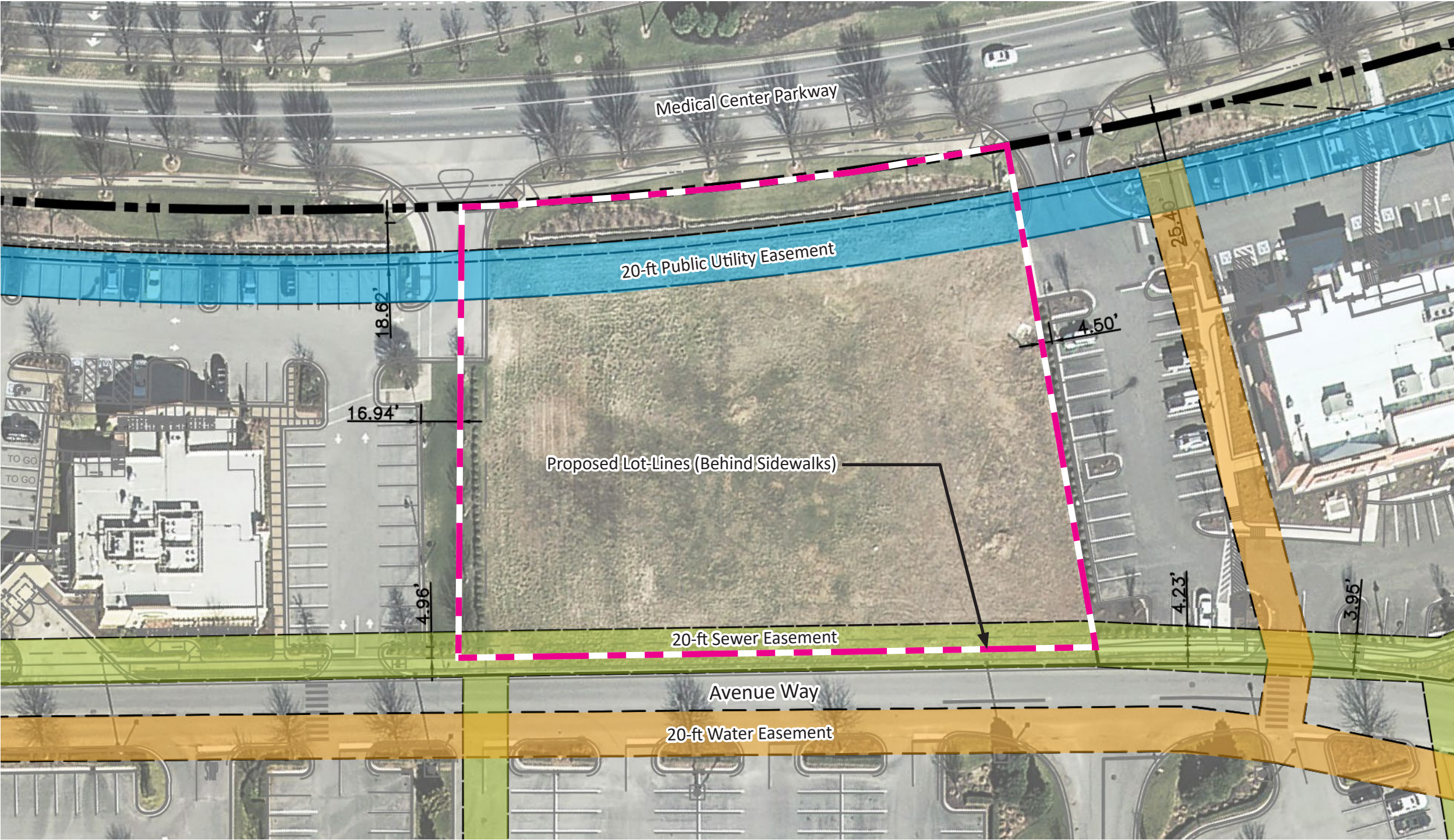
Outparcel 6 - Open Space Diagram

- Outparcel Open Space
- Existing Avenue Open Space

| Outparcel 6 Land Use Parameters and Building Setbacks |     |     |            |
|---|-----|-----|------------|
| Zoning (Existing vs Proposed)                         | CH  | PCD | Difference |
| Minimum Setback Requirements                          |     |     |            |
| Minimum Front Setback                                 | 42' | 42' | 0'         |
| Minimum Side Setback                                  | 0'  | 0'  | 0'         |
| Minimum Rear Setback                                  | 20' | 10' | -10'       |
| Other Requirements                                    |     |     |            |
| Minimum Open Space Requirement                        | 20% | 20% | 0%         |
| Maximum Height  | 75' | 75' | 0'         |







**Outparcel 7 - Open Space Diagram**

- Outparcel Open Space
- Existing Avenue Open Space

| Outparcel 7 Land Use Parameters and Building Setbacks |     |     |            |
|---|-----|-----|------------|
| Zoning (Existing vs Proposed)                         | CH  | PCD | Difference |
| Minimum Setback Requirements                          |     |     |            |
| Minimum Front Setback                                 | 42' | 42' | 0'         |
| Minimum Side Setback                                  | 0'  | 0'  | 0'         |
| Minimum Rear Setback                                  | 20' | 20' | 0'         |
| Other Requirements                                    |     |     |            |
| Minimum Open Space Requirement                        | 20% | 20% | 0%         |
| Maximum Height  | 75' | 75' | 0'         |

**Outparcel 7 - Vacant Lot**

**Land Use Data:**

Existing Zoning: CH  
Proposed Zoning for Out-Parcels: PCD

Total Land Area: ±1.34 AC  
Total Building Area: ±0 SF  
Required Open Space: ±0.27 AC (20%)  
Provided Open Space: ±1.26 AC (94%)  
Required Formal Open Space: ±0.05 AC (3%)  
Provided Formal Open Space: ±0.00 AC (0%)

Required Parking:  
0 SF x (1 Space / 100 SF) = 0 Spaces

Provided Parking:  
Standard Parking Spaces: 0 Spaces  
To-Go Pick Up Spaces: 0 Spaces  
Handicap Parking Spaces: 0 Spaces  
Total Parking Provided: 0 Spaces (±0)

- Public Utility Easement
- Drainage Easement
- Sewer Easement
- Water Easement

**SEC, Inc.**

SEC Project #08250 Murfreesboro, Tennessee

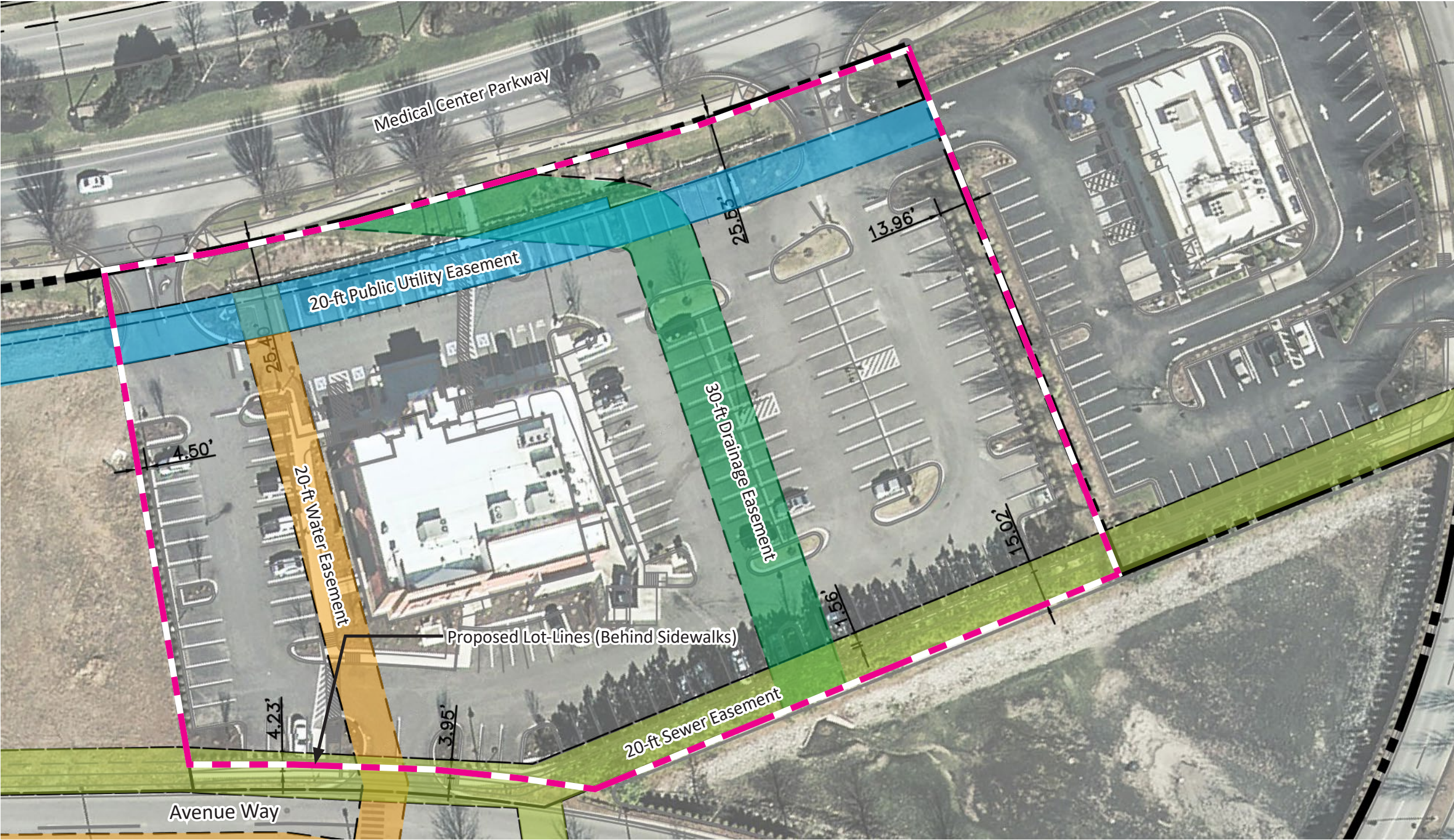


Outparcel 8 - BJ'S Restaurant & Brewhouse

Land Use Data:

|                                  |                  |
|----------------------------------|------------------|
| Existing Zoning:                 | CH               |
| Proposed Zoning for Out-Parcels: | PCD              |
|                                  |                  |
| Total Land Area:                 | ±2.38 AC         |
| Total Building Area:             | ±7,486 SF        |
| Required Open Space:             | ±0.48 AC (20%)   |
| Provided Open Space:             | ±0.54 AC (23%)   |
| Required Formal Open Space:      | ±0.07 AC (3%)    |
| Provided Formal Open Space:      | Unknown          |
|                                  |                  |
| Required Parking:                |                  |
| 7,486 SF x (1 Space / 100 SF) =  | 75 Spaces        |
|                                  |                  |
| Provided Parking:                |                  |
| Standard Parking Spaces:         | 158 Spaces       |
| To-Go Pick Up Spaces:            | 0 Spaces         |
| Handicap Parking Spaces:         | 6 Spaces         |
| Total Parking Provided:          | 164 Spaces (±89) |

- Public Utility Easement
- Drainage Easement
- Sewer Easement
- Water Easement



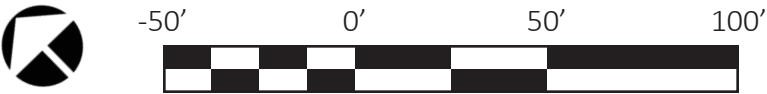
Outparcel 8 - Open Space Diagram

- Outparcel Open Space
- Existing Avenue Open Space

| Outparcel 8 Land Use Parameters and Building Setbacks |     |     |            |
|---|-----|-----|------------|
| Zoning (Existing vs Proposed)                         | CH  | PCD | Difference |
| Minimum Setback Requirements                          |     |     |            |
| Minimum Front Setback                                 | 42' | 42' | 0'         |
| Minimum Side Setback                                  | 0'  | 0'  | 0'         |
| Minimum Rear Setback                                  | 20' | 20' | 0'         |
| Other Requirements                                    |     |     |            |
| Minimum Open Space Requirement                        | 20% | 20% | 0%         |
| Maximum Height  | 75' | 75' | 0'         |



SEC Project #08250 Murfreesboro, Tennessee





| Land Use Parameters and Building Setbacks                   |  |   |            |
|---|--|---|------------|
| Zoning (Existing vs Proposed)                               | CH   | PCD   | Difference |
| Residential Density   |  |   |            |
| Maximum Gross Density                                       | NA   | NA  | NA         |
| Minimum Lot Area  | NA   | NA  | NA         |
| Minimum Lot Width   | NA   | NA  | NA         |
| Minimum Setback Requirements                                |  |   |            |
| Minimum Front Setback                                       | 42'  | 42'   | 0'         |
| Minimum Side Setback  | 0'   | 0'  | 0'         |
| Minimum Rear Setback  | 20'  | 20'   | 20'        |
| Land Use Intensity Ratios                                   |  |   |            |
| Maximum F.A.R.  | NA   | NA  | NA         |
| Minimum Livable Space Ratio                                 | NA   | NA  | NA         |
| Minimum Open Space Ratio                                    | NA   | NA  | NA         |
| Minimum Open Space Requirement                              | 20%  | 20%   | 0%         |
| Minimum Formal Open Space Requirement                       | 3%   | 3%  | 0%         |
| Maximum Height  | 75'  | 75'   | 0'         |
| Parking Ratio<br>(See Pages 11-17 for Parking Calculations) | <u>All Uses:</u><br>Per Chart 4 of the 2023 Zoning Ordinance | Parking shall abide by the<br>City of Murfreesboro Parking Standards subject to the<br>Shared Parking Agreement |            |

**REQUESTED EXCEPTIONS**

- Requesting an exception that lighting levels along Avenue Way be allowed to exceed 0.5 foot-candles to allow for a safe lighting environments.
- Requesting an exception to the required landscape yard between property lines and parking/drives.
  - Lots 1, 4, and 6 shall have their required landscape yards reduced from 15-ft to 5-ft.
  - Lots 2 and 5 shall have their required landscape yards reduced from 15-ft to 4-ft.
  - Lot 7 shall have its required landscape yards reduced from 10-ft to 5-ft.
  - Lot 8 shall have its required landscape yards reduced from 15-ft to 3-ft.
- Requesting an exception to the rear setback on the Outparcel currently occupied by Buffalo Wild Wings.
- Requesting an exception to the required formal open space for each outparcel. Formal open space from the entire Avenue Shopping Center shall count towards the formal open space requirements for the individual outparcels.



# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 6, 2023**

**6:00 P.M.**

**CITY HALL**

## **MEMBERS PRESENT**

Kathy Jones, Chair  
Ken Halliburton, Vice-Chair  
Jami Averwater  
Reggie Harris  
Bryan Prince  
Chase Salas  
Shawn Wright

## **STAFF PRESENT**

Greg McKnight, Exec. Director Dev. Services  
Matthew Blomeley, Assistant Planning Director  
Margaret Ann Green, Principal Planner  
Marina Rush, Principal Planner  
Holly Smyth, Principal Planner  
Brad Barbee, Planner  
Carolyn Jaco, Recording Assistant  
Roman Hankins. Assistant City Attorney

### **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 Comments.**

Chair Kathy Jones announced no one signed up to speak during the Public Comments portion of the agenda.

### **4. Approve minutes of the August 16, 2023, Planning Commission meeting.**

Ms. Jami Averwater made a motion to approve the minutes of the August 16, 2023 Planning Commission meeting; the motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 6, 2023**

Shawn Wright

Nay: None

**Zoning application [2023-409] for approximately 12 acres located along Medical Center Parkway to be rezoned from CH & GDO-1 to PCD (The Avenue of Murfreesboro PCD) & GDO-1, Big V Property Group applicant.**

Ms. Margaret Ann Green 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. Matt Taylor (design engineer) of SEC was in attendance to represent the application. He gave a PowerPoint presentation of 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 Kathy Jones opened the public hearing. No one came forward to speak for or against the proposed zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Shawn Wright made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None



**ORDINANCE 23-OZ-43** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 12.0 acres along Medical Center Parkway from Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District to Planned Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) District (The Avenue of Murfreesboro PCD); Big V Property Group, applicant [2023-409].

**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 Commercial Development (PCD) District and Gateway Design Overlay One (GDO-1) 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 \_\_\_\_\_

ATTEST:

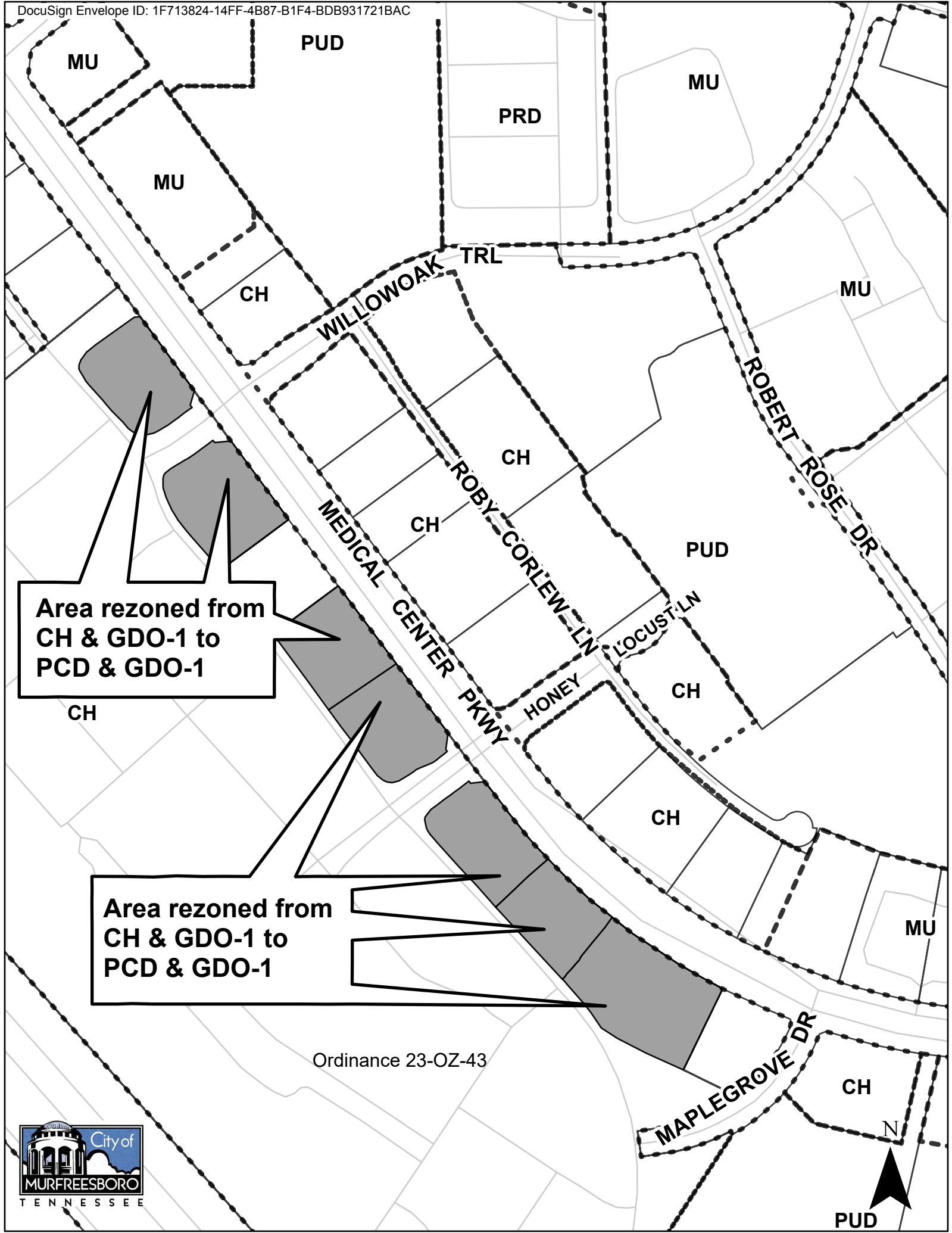
\_\_\_\_\_  
Jennifer Brown  
City Recorder

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

APPROVED AS TO FORM:

DocuSigned by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F9401...  
Adam F. Tucker  
City Attorney

SEAL



Area rezoned from  
CH & GDO-1 to  
PCD & GDO-1

Area rezoned from  
CH & GDO-1 to  
PCD & GDO-1

Ordinance 23-OZ-43





# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

---

**Item Title:** Planning Commission Recommendations

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

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

**Staff Recommendation**

Schedule public hearings for the items below on November 30, 2023.

**Background Information**

During its regular meeting on October 11, 2023, the Planning Commission conducted public hearings on the items listed below. After the public hearings, the Planning Commission discussed the matters and then voted to recommend their approval.

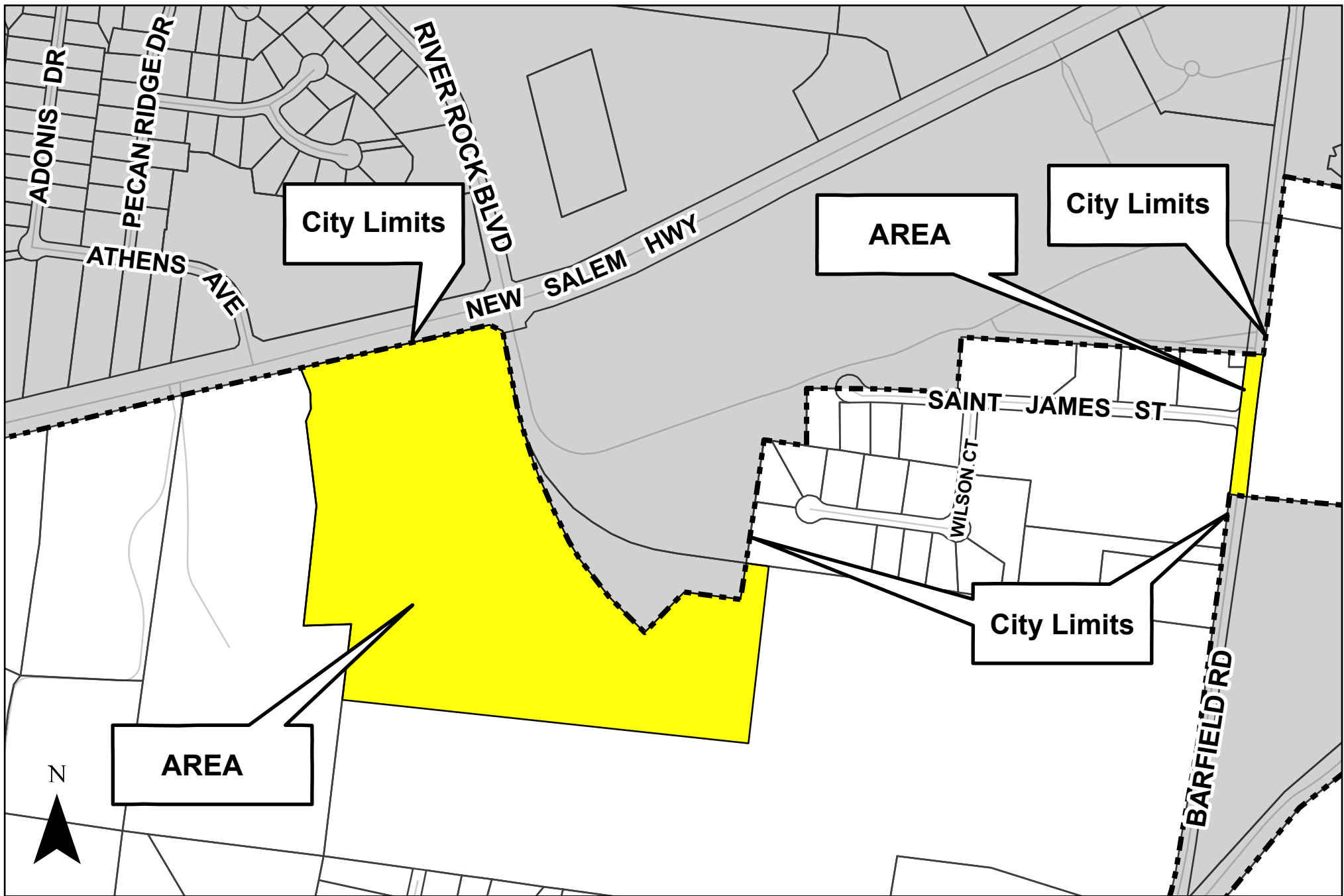
- a. Annexation petition and plan of services [2023-504] for approximately 32.43 acres located along New Salem Highway and Barfield Road, including 520 linear feet of Barfield Road right-of-way, World Outreach Church of Murfreesboro Tennessee, Inc. applicant.
- b. Zoning application [2023-412] to amend the existing PUD zoning (Hidden River Estates PUD) on 121 acres located along Cason Trail and Racquet Club Drive, Hidden River Holding Company, LLC developer.

**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:**

1. Map for annexation petition for approx. 32.43 acres located along New Salem Highway and Barfield Road
2. Map for zoning application for approx. 121 acres located along Cason Trail and Racquet Club Drive

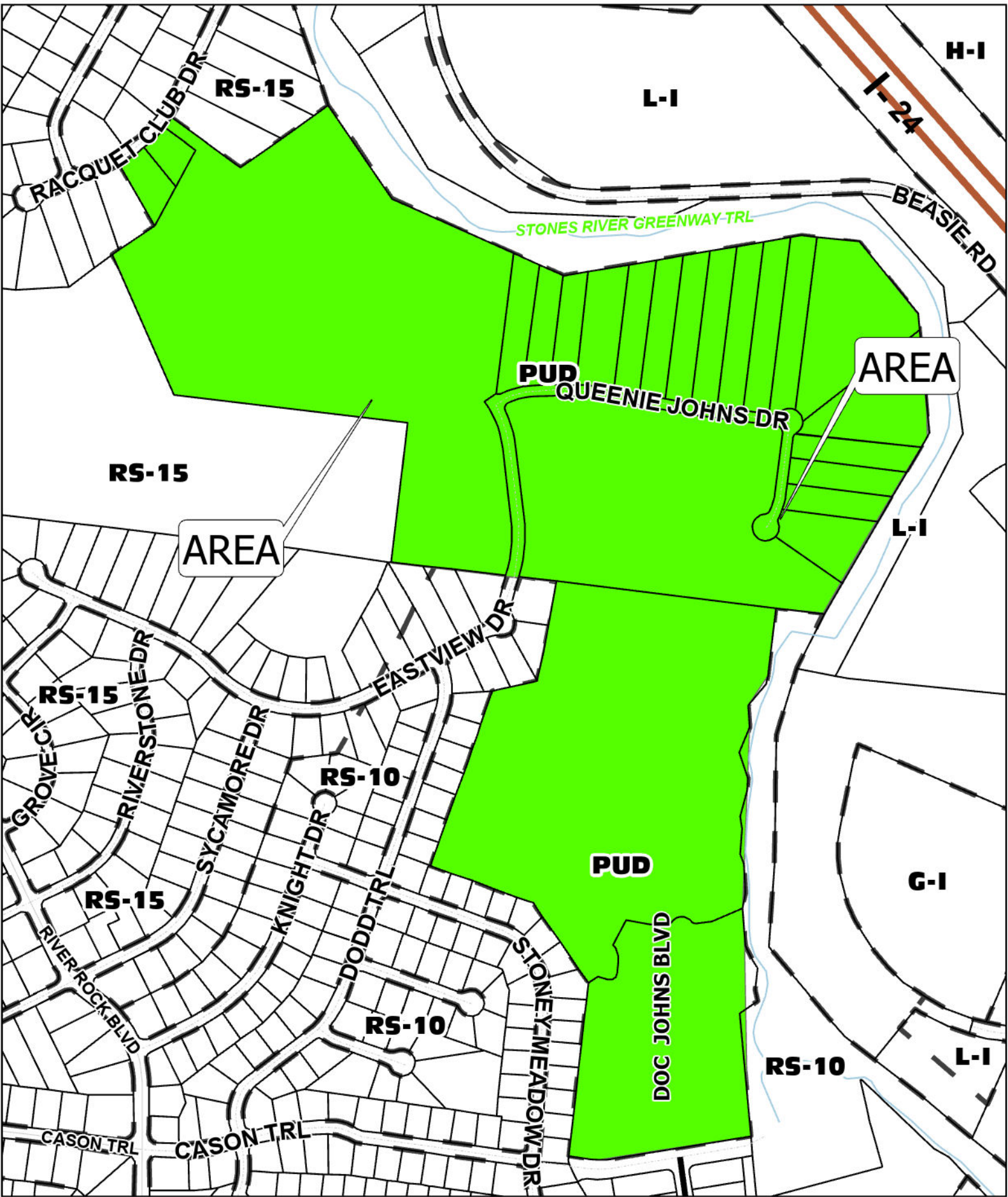


**Annexation request for property along  
New Salem Highway and for Barfield Road Right-of-Way**

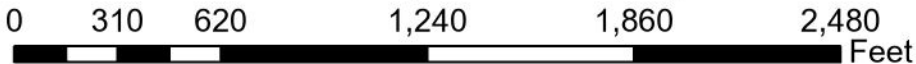
0 385 770 1,540 2,310  
US Feet

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





Zoning Request for Property located along Cason Trail and Racquet Club Drive  
PUD Amendment (Hidden River PUD)



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

## **COUNCIL COMMUNICATION**

**Meeting Date: 10/19/2023**

---

**Item Title:** Modify City Code §§ 21-23(C) and 21-71

**Department:** Administration

**Presented by:** Craig Tindall

**Requested Council Action:**

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

---

**Summary**

Modification of City Code § 21-23(C) and 21-71 to remove unenforceable language.

**Staff Recommendation**

Pass and adopt Ordinance 23-O-31

**Background Information**

City Code § 21-23 was first adopted in 1949. This code section defines the term "sexual conduct" as used in other sections of the Code. That definition incorporates the term "homosexuality". City Code § 21-71 was enacted in 1977. It appears to have copied the definition of § 21-23 for the two terms used in both sections, including the definition of "sexual conduct". The term homosexuality is an anachronism unenforceable under current law. Therefore, it should be excised from the definitions used in these ordinances.

**Council Priorities Served**

*Maintain public safety*

Clarifying code sections that are enforceable for purpose of public safety are necessary to maintain the applicability of those sections.

**Operational Issues**

None. There is no recollection of the above code sections ever having being enforced with respect to the term excised by the proposed ordinance.

**Fiscal Impact**

None

**Attachments**

Ordinance 23-O-31



**ORDINANCE 23-O-31** amending Murfreesboro City Code, Chapter 21, Offenses and Miscellaneous Provisions, Article I, Section 21-23 and Article III, Section 21-71, regarding the definition of sexual conduct.

**WHEREAS**, the City periodically must update its ordinances consistent with current law in the interest of properly regulating public conduct.

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

SECTION 1. Section 21-23(C) and Section 21-71 of the Murfreesboro City Code is amended by deleting the word “homosexuality” from the definition of “Sexual conduct.”

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.

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

Passed:  
1st reading: \_\_\_\_\_  
2nd reading \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Jennifer Brown  
City Recorder

APPROVED AS TO FORM:  
  

DocuSigned by:

*Adam F. Tucker*

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

SEAL

# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

---

**Item Title:** Schools Budget Amendment #3

**Department:** City Schools

**Presented by:** Trey Duke, 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**

Schools budget amendment # 3 to the FY24 General Purpose Schools, School Federal Projects, Nutrition and ESP funds.

**Staff Recommendation**

Approve Resolution 23-R-30 amending the FY24 General Purpose Schools, School Federal Projects, Nutrition and ESP budgets as presented.

**Background Information**

On September 26, 2023, the MCS Board approved the following budget amendments:

School Federal Projects Fund:

New FY24 Public Schools Safety grant of \$369,367. The grant will fund allowable school safety purchases.

General Purpose Schools Fund:

- 1) FY23 Safe Schools grant carryover amount of \$135,076 to cover unpaid purchase orders for items on back order at June 30, 2023.
- 2) Budget \$70,000 from unassigned fund balance for a new maintenance vehicle to replace the 2004 ¾ ton Chevrolet truck retired from service.

General Purpose Schools, Nutrition and ESP Funds:

Budget the unpaid purchase order balances at June 30, 2023, from the Encumbrance Reserve accounts for items on backorder or projects not completed at fiscal year-end. Purchase order balances are closed each June 30 and balances carryforward to the new fiscal year.

**Council Priorities Served**

*Responsible budgeting*

Presenting budget amendments ensures compliance with state law, School Board policy and City Council policy.



**Fiscal Impact**

Budget amendments recognize FY24 expenditures from new revenues, unassigned fund balance and encumbrance reserve accounts.

**Attachments**

1. Resolution 23-R-30
2. Exhibit A: MCS Budget Amendment # 3

**RESOLUTION 23-R-30** amending the Fiscal Year 2024 (hereafter "FY2024") Murfreesboro City Schools Budget (3<sup>rd</sup> Amendment).

**WHEREAS**, the City Council adopted Resolution 23-R-15 on June 8, 2023 to implement the FY2024 Murfreesboro City Schools Budget; and

**WHEREAS**, it is now desirable and appropriate to adjust and modify the FY2024 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

**SECTION 1.** The FY2024 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

**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



# Murfreesboro City Schools Budget Amendment

BOE Approval 9/26/2023

Schools Federal Projects Fund 142  
Fiscal Year 2023-2024

Exhibit A to Resolution 23-R-30

| Public Schools Safety Grant      | BUDGET<br>AS PASSED OR<br>PREV AMENDED | AMENDED<br>BUDGET | AMENDMENT<br>INCREASE<br>(DECREASE) |
|----------------------------------|--|-------------------|-------------------------------------|
| Account Description              |  |                   |                                     |
| <u>Revenues</u>                  |  |                   |                                     |
| Public Schools Safety Grant      | -                                      | 369,367           | 369,367                             |
| Total Increase in Revenues       | \$ -                                   | \$ 369,367        | \$ 369,367                          |
| <u>Expenditures</u>              |  |                   |                                     |
| Public Schools Safety Grant      |  |                   |                                     |
| Maintenance of Plant - Equipment | -                                      | 369,367           | 369,367                             |
| Total Increase in Expenditures   | \$ -                                   | \$ 369,367        | \$ 369,367                          |

CHANGE IN FUND BALANCE (CASH) -

To budget the FY24 Public Schools Safety grant.

## Murfreesboro City Schools Budget Amendment

BOE Approval

9/26/2023

General Purpose Schools Fund 141  
Fiscal Year 2023-24

Exhibit A to Resolution 23-R-30

## Safe Schools Grant

| Account Description              | BUDGET<br>AS PASSED OR<br>PREV AMENDED | AMENDED<br>BUDGET | AMENDMENT<br>INCREASE<br>(DECREASE) |
|----------------------------------|--|-------------------|-------------------------------------|
| <u>Revenues</u>                  |  |                   |                                     |
| State of TN - Safe Schools Grant | 19,099                                 | 154,175           | 135,076                             |
| Total Increase in Revenues       | \$ 19,099                              | \$ 154,175        | \$ 135,076                          |

Expenditures

|                                      |           |            |            |
|--------------------------------------|-----------|------------|------------|
| Instruction Support - Communications | \$ 1,200  | \$ 3,323   | \$ 2,123   |
| Maintenance of Plant - Equipment     | \$ 24,099 | \$ 157,053 | \$ 132,954 |
| Total Increase in Expenditures       | \$ 25,299 | \$ 160,375 | \$ 135,076 |

CHANGE IN FUND BALANCE (CASH)

-

To budget the remaining FY23 Safe Schools grant revenue and expenditures to cover unpaid purchase orders at June 30, 2023. The purchase orders for bus radios were issued last fiscal year and currently on back order. This amendment also budgets \$2,123 in Communications for additional Informacast licenses.

There is no impact to fund balance since this is a reimbursement grant.



General Purpose Schools Fund 141  
Fiscal Year 2023-2024

BOE Approval 9/26/2023

Exhibit A to Resolution 23-R-30

| Maintenance Vehicle                 | BUDGET<br>AS PASSED OR | AMENDED       | AMENDMENT<br>INCREASE |
|-------------------------------------|------------------------|---------------|-----------------------|
| ACCOUNT DESCRIPTION                 | PREV AMENDED           | BUDGET        | (DECREASE)            |
| <u>Equity</u>                       |                        |               |                       |
| Unassigned Fund Balance (unaudited) | 19,047,251             | 18,977,251    | (70,000)              |
| Total Change to Fund Balance        | \$ 19,047,251          | \$ 18,977,251 | \$ (70,000)           |

| Expenditures                   | BUDGET<br>AS PASSED | AMENDED<br>BUDGET | AMENDMENT<br>INCREASE<br>(DECREASE) |
|--------------------------------|---------------------|-------------------|-------------------------------------|
| Operation of Plant - Vehicle   | -                   | 70,000            | 70,000                              |
| Total Increase in Expenditures | \$ -                | \$ 70,000         | \$ 70,000                           |

CHANGE IN FUND BALANCE (CASH) \$ 70,000

To budget \$70,000 from unassigned fund balance to purchase a new maintenance vehicle to replace the 2004 3/4 ton Chevrolet truck to be retired from service.

Murfreesboro City Schools Budget Amendment

BOE Approval

9/26/2023

Budget FY23 Unpaid PO's in FY24  
GPS, Nutrition and ESP Funds

Exhibit A to Resolution 23-R-30

| ACCOUNT DESCRIPTION           | BUDGET<br>AS PASSED OR<br>PREV AMENDED | AMENDED<br>BUDGET | AMENDMENT<br>INCREASE<br>(DECREASE) |
|-------------------------------|--|-------------------|-------------------------------------|
| <u>GPS Fund 141 Equity</u>    |  |                   |                                     |
| Reserve for Open Encumbrances | (251,859)                              | (116,697)         | (135,162)                           |
| GPS Total Change to Reserve   | \$ (251,859)                           | \$ (116,697)      | (135,162)                           |

| GPS Expenditures                              | PREV AMENDED | BUDGET       | (DECREASE) |
|---|--------------|--------------|------------|
| Special Ed - Equipment                        | 25,000       | 28,180       | 3,180      |
| Nursing - Other Charges (CSH)                 | -            | 79           | 79         |
| Technology - Data Processing Services         | 114,000      | 139,167      | 25,167     |
| Technology - Equipment                        | 430,000      | 463,598      | 33,598     |
| Board of Educ - Inservice Training            | 15,000       | 18,010       | 3,010      |
| Director of Schools - Inservice Training      | 5,500        | 6,790        | 1,290      |
| Director of Schools - Admin Equipment         | 5,000        | 7,028        | 2,028      |
| Human Resources - Admin Equipment             | 7,500        | 7,780        | 280        |
| Maintenance - Repair Building                 | 755,000      | 755,632      | 632        |
| Maintenance - Repair Equipment                | 425,000      | 443,887      | 18,887     |
| Maintenance - Other Supplies                  | 100,000      | 101,219      | 1,219      |
| Maintenance - Maintenance Equipment           | 60,000       | 62,280       | 2,280      |
| Transportation - Vehicle Repair & Maintenance | 25,000       | 26,640       | 1,640      |
| Capital Outlay - Furniture & Fixtures         | 12,500       | 28,953       | 16,453     |
| Capital Outlay - Site Development             | 100,000      | 125,419      | 25,419     |
| GPS Total Increase in Expenditures            | \$ 2,079,500 | \$ 2,214,662 | \$ 135,162 |

GPS CHANGE IN FUND BALANCE (CASH)

-

NUTRITION Fund 143 Equity

|                                      |             |      |             |
|--------------------------------------|-------------|------|-------------|
| Committed for Nutrition Encumbrances | (68,989)    | -    | (68,989)    |
| Total Change to Reserve              | \$ (68,989) | \$ - | \$ (68,989) |

|  |            |            |           |
|--|------------|------------|-----------|
| <u>Nutrition Expenditures</u>            |            |            |           |
| Nutrition - Food Service Equipment       | 730,960    | 766,960    | 36,000    |
| Nutrition - Vehicles                     | 47,000     | 79,989     | 32,989    |
| Nutrition Total Increase in Expenditures | \$ 777,960 | \$ 846,949 | \$ 68,989 |

NUTRITION CHANGE IN FUND BALANCE (CASH)

-



# Murfreesboro City Schools Budget Amendment

BOE Approval 9/26/2023

Budget FY23 Unpaid PO's in FY24  
GPS, Nutrition and ESP Funds

Exhibit A to Resolution 23-R-30

## ESP Fund 146 Equity

|                              |           |     |           |
|------------------------------|-----------|-----|-----------|
| Reserve for ESP Encumbrances | (522,240) | (0) | (522,240) |
| Total Change to Reserve      | (522,240) | (0) | (522,240) |

## ESP Expenditures

|                                    |         |           |         |
|------------------------------------|---------|-----------|---------|
| ESP - Other Contract Services      | 93,472  | 610,328   | 516,856 |
| ESP - Other Capital Outlay         | 518,868 | 524,252   | 5,384   |
| ESP Total Increase in Expenditures | 612,340 | 1,134,580 | 522,240 |

ESP CHANGE IN FUND BALANCE (CASH) -

To budget the outstanding purchase orders at June 30, 2023 from the Encumbrance Reserve Account for the General Purpose Schools, Nutrition and ESP funds. Purchase orders are closed at June 30 each year and unpaid balances carryforward to the new fiscal year.

These funds were set aside in a Reserve account at June 30, 2023 from unassigned fund balance to be re-budgeted as Expenditures in FY24.

# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

---

**Item Title:** Housing Rehabilitation – 1110 Wingate Street  
**Department:** Community Development  
**Presented by:** Robert Holtz, Director of Community 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

Rehabilitation through the Community Development Housing Rehabilitation program.

## Staff Recommendation

Approve the expenditure of \$130,100 for the rehabilitation activity.

## Background Information

A residence at 1110 Wingate Street requires repairs to maintain its habitability. New Creations Construction, LLC is the lowest responsible bidder to complete the necessary work for \$130,100. The Community Development Policy and Procedures Manual requires that council approve all rehabilitation projects over \$25,000.00.

## Council Priorities Served

*Responsible budgeting.*

Utilizing CDBG funds assists the City in addressing exterior and interior deficiencies in the communities housing stock and maintain funds for other budgetary requirements.

## Fiscal Impact

The expense, \$130,100, is fully funded by Community Development Block Grant.

## Attachment

Contract for Roof Replacement



# MURFREESBORO COMMUNITY DEVELOPMENT DEPARTMENT

## CONTRACT FOR ROOF INSPECTION

### CDBG

GRANTEE: City of Murfreesboro, Tennessee, acting through its Community Development Department, hereinafter referred to as "**CITY**."

THIS CONTRACT FOR REHABILITATION, hereinafter referred to as "CONTRACT," made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between

JESSIE OWENS-NORMAN AND HUSBAND, MORLANDO T. NORMAN, hereinafter referred to as "**OWNER**," whether one or more, and

NEW CREATIONS CONSTRUCTION, LLC, hereinafter referred to as "**CONTRACTOR**".

The OWNER hereby employs the CONTRACTOR to do all the work and provide all materials, tools and machinery, supervision, etc., necessary for the rehabilitation of the property known as, 1110 Wingate Street, Murfreesboro, TN 37130, for the total sum of --- ONE HUNDRED THIRTY THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS -----(\$130,100.00) all in accordance with this CONTRACT. This CONTRACT consists of all terms, provisions and conditions stated herein, all terms, provisions and conditions contained in the listed Exhibits, together with all terms, provisions and conditions contained in those documents which are specifically incorporated herein by reference.

| <u>Exhibit</u> | <u>Title</u>                    |
|----------------|---------------------------------|
| A              | EEO Standards                   |
| B              | Change Orders                   |
| C              | Warranty and Warranty Procedure |
| D              | Grievance Procedure             |
| E              | Bond Requirements               |
| F              | CONTRACTOR'S Bid                |

#### **SECTION I            General Conditions**

1. After execution by the OWNER and CONTRACTOR, this CONTRACT will become effective only after approval by CITY as indicated by the signature of its authorized representative below.
2. The OWNER shall issue a written Proceed Order within ten **(10 days)** from the date of approval of this CONTRACT by CITY. CITY'S approval shall not be considered final, notwithstanding execution of this CONTRACT, until CONTRACTOR has provided to CITY and OWNER performance and payment bonds in accordance with bond requirements listed in **Exhibit E**.
3. The CONTRACTOR must commence work within fifteen **(15)** days after issuance of the Proceed Order. At the option of the OWNER, this contract may be canceled by failure of the CONTRACTOR to begin work on the date specified.
4. The CONTRACTOR must complete the work within ninety **(90)** days after issuance of the Proceed Order in accordance with this CONTRACT, and in good and workmanlike manner. Failure to so complete the work may result in liquidated damages being assessed by the CITY at a rate of **one per cent (1%) of the total CONTRACT value per day** for each day over the time provided for such

completion of the work. The assessed damages will be calculated and deducted from the final payment made to the CONTRACTOR and will be credited to the loan balance of the OWNER.

5. In the event the CONTRACTOR fails to properly construct the improvements required by the plan incorporated herein and approved by the CITY, CONTRACTOR shall continue to be responsible to properly construct those improvements, notwithstanding the CITY and / or OWNER over-looked such failures or defects prior to acceptance of the work.

## **SECTION II            General Requirements**

1. The work to be performed under this CONTRACT is on a project assisted under the Community Development Block Grant program, which provides Federal financial assistance from the Department of Housing and Urban Development and subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this CONTRACT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this CONTRACT. The parties to this CONTRACT certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The CONTRACTOR will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contact or understanding, if any, a notice advising said labor organization or workers' representative of CONTRACTOR'S commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not let any subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this CONTRACT, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
6. The CONTRACTOR shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 94B; 62 Stat. 862; Title 18 U.S.C. Section 874; and Title 40 U.S.C., Section 376c) and any



amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

7. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin or disability. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

### **SECTION III            General Statement of Work**

A. In addition to all requirements contained in CONTRACTOR'S Bid, in performing work pursuant to this CONTRACT, the CONTRACTOR shall:

1. Be responsible for adjacent property which is or may be affected or endangered by any work done under this contract, taking whatever steps are necessary for the protection of the adjacent property and for notifying the OWNER thereof of such hazard.
2. Not assign or sublet this contract without the written consent of the OWNER. Any request for consent to an assignment shall be addressed to the OWNER, c/o the CITY.
3. Indemnify and hold harmless and defend the OWNER, the CITY, and State of Tennessee, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this CONTRACT or the work to be performed hereunder. The CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind of character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.
4. Not commence work under this CONTRACT until all insurance required under this program has been secured and such insurance has been approved by the CITY.
5. All materials and equipment that have been removed and replaced as part of the work hereunder shall belong and be removed by CONTRACTOR.
6. Maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the CONTRACT and such other records as may be deemed necessary by the CITY to assure proper accounting for all funds. These records will be available for audit purposes to the CITY or the State of Tennessee or any authorized representative, and will be retained for three years after CONTRACT completion unless permission to destroy them is granted by the CITY. The CITY, State of Tennessee, and any authorized representative shall have access to any other books, documents, papers, and records of

the CONTRACTOR which are directly pertinent to this CONTRACT for the purpose of making audit, examination, excerpts, and transcriptions.

- B. During the course of performance of work pursuant to this CONTRACT, the OWNER shall:
1. Not permit any changes or additions to the CONTRACT, work write-up, or plans without approval of the CITY. If any changes or additions are approved, a Change Order must be signed by the OWNER and the CONTRACTOR and approved by the CITY as provided in **Exhibit B**, and no work on such changes or additions shall be initiated until such Change Order is signed.
  2. Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture as necessary.
  3. Allow inspection by the CITY (and/or HUD) of the property whenever the CITY and/or HUD determines that such inspection is necessary.
  4. Permit the CONTRACTOR to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.
  5. Have the option, in the event of any breach of this CONTRACT and with the CITY approval, to engage the services of another contractor to complete the work and to deduct the cost of such completion from any amount due the CONTRACTOR hereunder.
  6. Allow payment in full to the CONTRACTOR, from the Community Development Department funds, subject to the CITY'S acceptance of the work as satisfactorily completed in accordance with this CONTRACT.
  7. During the course of performance of work pursuant to the CONTRACT and for the duration of OWNER'S compliance period, maintain homeowner's insurance in an amount equal to the value of the residence following completion of the rehabilitation work pursuant to this CONTRACT. Such insurance shall name the CITY as an additional insured. Proof of such insurance shall be provided to the CITY by a certificate of insurance or endorsement as necessary. OWNER must notify CITY if the insurance policy is renewed, canceled or altered in any manner and provide written documentation of such alteration.

#### **SECTION IV          Warranty and Warranty Procedure**

CONTRACTOR warrants all work performed pursuant to this CONTRACT for a period of one year from the date the homeowner signs the *Certificate of Completion and Final Inspection*. Warranty work shall be requested and performed in accord with the Warranty Procedure contained in **Exhibit C** hereto.

#### **SECTION V          Grievance Procedure**

Any dispute between or among the CONTRACTOR, OWNER and / or CITY shall be resolved in accord with the Grievance Procedure contained in **Exhibit D** hereto.

#### **SECTION VI          Payment**

1. Progress Payment - No more than one progress payment will be made on a rehabilitation project, and that only after at least 55 percent of the project is deemed complete. The payment will be no more than 50 percent of the CONTRACT amount, as modified by Change Orders, if any. Progress payment



will be made only after the City's representative has completed an inspection and all work performed to date has been accepted by the OWNER.

## 2. Final Payment -

- A. FINAL INSPECTION - Upon completion of the rehabilitation work, a final inspection is held by the CITY. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the CONTRACTOR in writing. When these items are completed to the satisfaction of the OWNER and the CITY'S inspector, the contract is complete.
- B. CERTIFICATION - After the CITY determines that the rehabilitation work has been fully and satisfactorily completed, it will prepare a *Certificate of Completion and Final Inspection*.
- C. OWNER STATEMENT OF ACCEPTANCE - The OWNER'S signature of the *Certificate of Completion and Final Inspection* indicates acceptance the rehabilitation work as meeting the terms and conditions of the contract. If the OWNER refuses to sign the final acceptance, the CITY may authorize full payment for those items which are undisputed and acceptable to all parties.

## SECTION VII      **Conflict of Interest, Kickback**

No elected or appointed Federal, State and local official, member of the Murfreesboro City Council, nor any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of Murfreesboro Housing Rehabilitation Program shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program.

No member of the Murfreesboro City Council or any City of Murfreesboro employee shall receive kickbacks or discounts from either CONTRACTORS or OWNERS in return for special favors in regard to housing rehabilitation.

## SECTION VIII      **Entire Agreement; Change Orders**

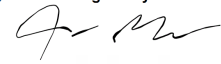
This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. Specifically no "side" or "additional" contracts are to exist between the OWNER and CONTRACTOR until this contract is completed unless it is a written Change Order, signed by both parties and approved by the Grantee, in accord with **Exhibit B**.

## SECTION IX      **Miscellaneous Provisions**


- 1. 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.
- 2. Governing Law; Venue - 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 and the United States of America. Any action between the parties arising from this CONTRACT shall be maintained in the courts of Rutherford County, Tennessee.
- 3. 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.

[signatures to appear on following page]

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set out their signatures.

DocuSigned by:  
  
5C94F814706A4EE...  
**JASON MOORE, NEW CREATIONS  
CONSTRUCTION, LLC  
CONTRACTOR**

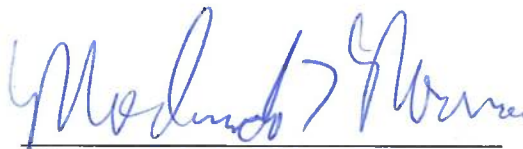
Date: 10/12/2023

  
**JESSIE OWENS-NORMAN,  
OWNER**

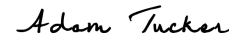
Date: 10/12/23

APPROVED BY CITY:

\_\_\_\_\_  
Name: Shane McFarland  
Title: Mayor

  
**MORLANDO T. NORMAN,  
OWNER**

APPROVED AS TO FORM:

DocuSigned by:  
  
43A2035E51F9401...  
Name: Adam F Tucker  
Title: City Attorney

Date: 10-12-23



## **EXHIBIT A**

### **EEO STANDARDS**

1. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).
  - (1) As used in these specifications:
    - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
    - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
    - c. "Employer identification number" includes the federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
    - d. "Minority" includes:
      - (i) Black persons having origins in any of the Black African racial groups not of Hispanic origin);
      - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      - (iii) Asian and Pacific Island (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
  - (2) Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  - (3) If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  - (4) The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs (7a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training or minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing contract in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed.

Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR'S obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each Construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR'S obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other



information that the union referral process has impeded the CONTRACTOR'S efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under (7b) above.
- f. Disseminate the CONTRACTOR'S EEO policy notice of the policy to unions and training programs and request their cooperation in assisting the CONTRACTOR in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year: and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications or apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of CONTRACTOR'S work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to an performance under the CONTRACTOR'S EEO policies and affirmative action obligations.
- (8) CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligation (7)a through p. The efforts of a CONTRACTOR association, joint CONTRACTOR-union, CONTRACTOR-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7)a through p of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR'S minority and female work force participation, makes good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation shall not be a defense for the CONTRACTOR'S non-compliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantial disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended.
- (13) The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal



employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulation, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- (14) The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTOR shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **EXHIBIT B**

### **CHANGE ORDERS**

Situations which did not show up during the work write-up are not uncommon in the housing rehabilitation process, and they can change the scope of work, especially if the new problem must be resolved to correct the underlying code deficiency. In such a case, a change order may be initiated.

- A. Conditions necessitating a change order must meet the guidelines in Section 3 and Section 6 of the Housing Rehabilitation Program Policies and Procedures, all of which are incorporated herein by reference.
- B. Change orders must be submitted in writing to the Community Development Department. The City inspector assigned to the project, the homeowner, the contractor and the Community Development Director must sign off on the change order.
- C. Because a change order may alter the City's financial commitment to the project, all change orders should be approved by the Murfreesboro Mayor and Council. Change orders shall be submitted to the Mayor and Council for approval in a timely manner. If waiting until the next scheduled meeting of the Council will unreasonably delay the rehabilitation project, the Community Development Director may recommend to the City Manager approval of the change order. If the City Manager approves the change order, which must be less than \$10,000 in amount, it will take effect immediately and will be reported to the Mayor and Council at its next meeting.
- D. A change order that would cause the cost of the project to exceed the \$25,000 cap must be approved by the Mayor and Council before work on the change order may proceed.



## EXHIBIT C

### WARRANTY WORK

All rehabilitation work done by the Contractor shall be warranted for one year from the date the homeowner signs the *Certificate of Completion and Final Inspection* indicating acceptance of the rehabilitation work as meeting the terms and conditions of the contract.

Should the homeowner notify the Community Development Department of a warranty claim, the department will:

1. Review rehabilitation project documents to determine if the complaint might be related to the work done;
2. Conduct an on-site inspection accompanied by the contractor or a designee to investigate the request for warranty work;
3. If an on-site inspection determines the requested repair is under warranty, the contractor will have 10 working days to resolve the warranty issue. Another inspection by the City will determine if the terms of the warranty have been satisfied.
4. If the complaint is not resolved within 10 days, a second notice will be issued to the contractor giving an additional five working days to resolve the warranty issue. If the complaint remains unaddressed or resolved unsatisfactorily, the contractor may be ruled ineligible for further participation in the Murfreesboro Housing Rehabilitation Program;
5. A contractor ruled ineligible will be notified by certified mail. The contractor may appeal the ruling within 15 working days of receiving notification. The appeal must be in writing, addressed to the Community Development Director, City of Murfreesboro, P.O. Box 1139, Murfreesboro, TN 37133;
6. When an appeal is received, the Community Development Director will investigate and either restore the contractor's eligibility for program participation or sustain the earlier decision. The director reserves the right to report a contractor who fails to honor his contractual obligations to THDA and the U.S. Department of Housing and Urban Development with a recommendation for disbarment;
7. Before the Community Development Department will consider restoring eligibility, a contractor will be required to reimburse the City for any expense incurred to have another contractor satisfy the ineligible contractor's warranty work.

## **EXHIBIT D**

### **GRIEVANCE PROCEDURE**

Disputes between the homeowner, the City of Murfreesboro and contractor may arise from time to time during the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the Grievance Procedure will be followed. The Grievance Procedure will be made a part of the contract between the homeowner and the contractor.

If there is a dispute:

- A. The grievance by the homeowner or contractor is to be filed with the Community Development Director in writing.
- B. The Community Development Director will meet with the homeowner and contractor and attempt to negotiate a solution.

If these steps are unsuccessful, all claims or disputes between the owners and contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise.

If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney's fees in favor of the contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the owners, the arbitrator may award costs and attorney's fees in favor of the owner.

The contract and the rehabilitation specifications, along with the housing code compliance inspection, provide the basic documentation by which the relative merits of any dispute will be judged.



## EXHIBIT E

### BOND REQUIREMENTS

#### Performance Bond and Payment Bond.

1. The Contractor shall provide surety bonds as follows:

| Type                            | Penal Sum (\$0.00)   |
|---------------------------------|----------------------|
| Performance Bond                | 100% of Contract Sum |
| Labor and Material Payment Bond | 100% of Contract Sum |

2. Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the City.
3. The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Contract, the City, in its sole discretion, may elect to terminate the Contract and award the Project to an alternate contractor.
4. The City will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the City and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
5. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

## **COUNCIL COMMUNICATION**

**Meeting Date: 10/19/2023**

---

**Item Title:** Purchase of Service Truck  
**Department:** Fleet Services  
**Presented by:** Kyle Lingo, Assistant Director – Fleet Services  
**Requested Council Action:**

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

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### **Summary**

Purchase of a Chevrolet Service Body Truck

### **Staff Recommendation**

Approve the purchase contract with Wilson County Motors, LLC

### **Background Information**

The proposed purchase is required for the Fleet Services Department's daily operations. Service trucks allow our mechanics to repair large trucks and equipment out in the field and on the road. The increasing size of the fleet necessitates a larger and better outfitted service vehicle for road-calls.

### **Council Priorities Served**

*Expand infrastructure*

Maintaining city equipment quickly and efficiently is vital to maintain the city's infrastructure.

### **Fiscal Impact**

The expenses, \$125,104, is funded from the Other Capital Sources Fund.

### **Attachments**

Contract for Wilson County Motors, LLC



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
WILSON COUNTY MOTORS, LLC  
FOR PURCHASE OF 2023 CHEVROLET SILVERADO MD 4WD  
CREW CAB WORK TRUCK**

This Contract is entered into and effective as of \_\_\_\_\_ ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **WILSON COUNTY MOTORS, LLC**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract No. 209/72307 with Wilson County Motors, LLC. hereinafter referred to as "State Contract"*
- *Sales Quotation dated August 9, 2023, from Wilson County Motors, LLC. for 2023 Chevrolet Silverado MD 4WD Crew Cab Work Truck with optional equipment, hereinafter referred to as "Contractor's Quote"*
- *Any properly executed amendments to this Agreement.*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, the State Contract No. 209/72307 with Wilson County Motors, LLC.*
- *Finally, the Contractor's Quote dated August 9, 2023*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicles and optional equipment as set forth in the State Contract and Contractor's Quote:  
One (1) for 2023 Chevrolet Silverado MD 4WD Crew Cab Work Truck with optional equipment.
2. **Term.** The term of this Contract shall be from the Effective Date first listed above to the expiration of the State Contract on December 31, 2023, or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to

immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

**3. Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for One (1) 2023 Chevrolet Silverado MD 4WD Crew Cab Work Truck with optional equipment reflecting a **Total Purchase Price of One Hundred Twenty-Five Thousand, One Hundred Four Dollars and Zero Cents (\$125,104.00)** as set forth in the above referenced Contractor's Quote. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
  - b. Deliveries of all items for the Fleet Services Department shall be made within 180 days of issuance of Purchase Order to Attn: Kyle Lingo – Fleet Services Department – 111 West Vine Street, Murfreesboro, TN 37130. Contact Person Kyle Lingo (tel. 615-642-1899; email: [klingo@murfreesborotn.gov](mailto:klingo@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
  - c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
  - d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the specifications and shall include the manufacturer's standard warranty.
5. **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 Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
  - c. Copyright, Trademark, Service Mark, or Patent Infringement.



- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Contract 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:
  1. Procure for the City the right to continue using the products or services.
  2. 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.
  3. 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.

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

If to the City of Murfreesboro:

City of Murfreesboro  
Attn: City Manager  
Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

If to the Contractor:

Wilson County Motors, LLC  
Danielle Rodriguez  
903 S. Hartman Dr.  
Lebanon, TN 37090  
Phone: (615) 444-9642  
[danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. 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 the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **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.
13. **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, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime



contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations pursuant to this Contract.
17. **Integration.** This Contract, Contractor's Quote, and the State Contract identified above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Contract 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.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

*[signatures appear on the following page]*

IN WITNESS WHEREOF, the parties enter into this agreement as of \_\_\_\_\_, (the "Effective Date").

**CITY OF MURFREESBORO**

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

**Wilson County Motors, LLC**

DocuSigned by:  
By: Danielle Rodriguez  
CD3A71A3EC2E4A8...  
Danielle Rodriguez, Fleet Manager

APPROVED AS TO FORM:

DocuSigned by:  
Adam Tucker  
43A2035E51F9401...  
Adam F. Tucker, City Attorney





**Wilson County Motors**

Danielle Rodriguez | 615-444-9642 | [danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

## Updated Murfreesboro 2023 4x4 Crew 5500 Service

Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck





## **Wilson County Motors**

Danielle Rodriguez | 615-444-9642 | [danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

## **Wilson County Motors**

### **Prepared By:**

Danielle Rodriguez  
Wilson County Motors  
615-444-9642  
[danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

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This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.





Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( Complete )

Price Summary

| PRICE SUMMARY         |              |              |
|-----------------------|--------------|--------------|
|                       | VQ2          | MSRP         |
| Base Price            | \$59,780.18  | \$65,405.00  |
| Total Options         | \$63,402.18  | \$78,334.76  |
| Vehicle Subtotal      | \$123,182.36 | \$143,739.76 |
| Tire Weight Tax (TWT) | \$26.64      | \$26.64      |
| Destination Charge    | \$1,895.00   | \$1,895.00   |
| Grand Total           | \$125,104.00 | \$145,661.40 |

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**Wilson County Motors**

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( Complete )

**Weight Ratings**

**WEIGHT RATINGS**

|                                 |              |
|---------------------------------|--------------|
| Front Gross Axle Weight Rating: | 7500 lbs     |
| Rear Gross Axle Weight Rating:  | 15000 lbs    |
| Gross Vehicle Weight Rating:    | 19500.00 lbs |

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## Wilson County Motors

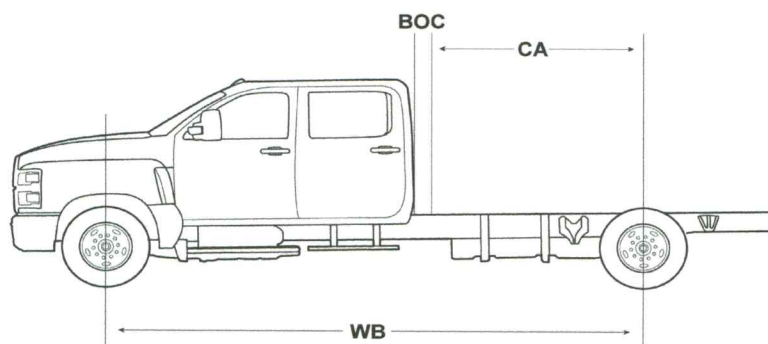
Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck (✓ Complete)

### Weight Distribution

#### SPECIFICATION SUMMARY

|                               |              |
|-------------------------------|--------------|
| Model #                       | CK56043      |
| Truck/Tractor                 |              |
| Wheelbase (WB)                | 199 in       |
| Cab to Axle (CA)              | 84.09 in     |
| Cab to Body/Swing Clear (BOC) | 3.0 in       |
| Body Length                   | 0.0 ft       |
| Body Weight                   | 0.0 lbs      |
| Cargo Weight                  | 0.00 lbs     |
| Front GAWR                    | 7500 lbs     |
| Rear GAWR                     | 15000 lbs    |
| GVWR                          | 19500.00 lbs |



CA: 84.09 in  
BOC: 3.0 in  
WB: 199 in

Fr%: 64.71

Rr%: 35.29

Front Wt: 5999.00 lbs

Rear Wt: 3272.00 lbs

| GAWR/GVWR    | GVW         | Remaining Payload Wt |
|--------------|-------------|----------------------|
| 19500.00 lbs | 9271.00 lbs | 10,229.00 lbs        |

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( ☒ Complete )

Weight Distribution

SPECIFICATION DETAILS

|                   | Front Axle  | Rear Axle    | Total         |
|-------------------|-------------|--------------|---------------|
| Actual            |             |              |               |
| Chassis           | 5649.00 lbs | 3272.00 lbs  | 8921.00 lbs   |
| Body              | 0.00 lbs    | 0.00 lbs     | 0.0 lbs       |
| Payload           | 0.00 lbs    | 0.00 lbs     | 0.00 lbs      |
| Trailer           |             |              | 0.0 lbs       |
| Totals            | 5999.00 lbs | 3272.00 lbs  | 9271.00 lbs   |
| Capacity          |             |              |               |
| Axle              | 7500 lbs    | 15000 lbs    | 22500.00 lbs  |
| Suspension        | 7500 lbs    | 15500 lbs    | 23,000.00 lbs |
| Tire              | 7940 lbs    | 15000 lbs    | 22940.00      |
| Total Axle Rating | 7500.00 lbs | 15000.00 lbs | 22500.00 lbs  |

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( Complete )

### Selected Model and Options

#### MODEL

| CODE    | MODEL   | VQ2         | MSRP        |
|---------|---|-------------|-------------|
| CK56043 | 2023 Chevrolet Silverado MD 4WD Crew Cab Work Truck | \$59,780.18 | \$65,405.00 |

#### COLORS

| CODE | DESCRIPTION  |
|------|--------------|
| GAZ  | Summit White |

#### MODEL OPTION

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2  | MSRP |
|------|--|--------------|-------------|------|------|
| R7N  | 5500 HD Series (Included and only available with (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR.) | 0.00 lbs     | 0.00 lbs    | Inc. | Inc. |

#### GVWR

| CODE | DESCRIPTION   | FRONT WEIGHT | REAR WEIGHT | VQ2        | MSRP       |
|------|---|--------------|-------------|------------|------------|
| GZG  | GVWR, 19,500 lb. (8845 kg) (Silverado 5500 HD 4WD models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD2) 13.5k rear axle and (GR4) 13.5k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) | 0.00 lbs     | 0.00 lbs    | \$1,984.40 | \$2,255.00 |

#### REQUIRED OPTION

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| R6G  | 26,000 lb. GCWR (11,793 kg) (Requires 26k GCWR transmission (MWA, MWB, MIU, MIA, MH1, MG0, MIX, MF0, MA6 or MB6).) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck (✓ Complete)

### ENGINE

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| L5D  | Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm (STD) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### POWER TAKE OFF

| CODE | DESCRIPTION                         | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|-------------------------------------|--------------|-------------|--------|--------|
| PTX  | Power Take-Off (PTO), not installed | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### TRANSMISSION

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| MWA  | Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### AXLE

| CODE | DESCRIPTION                                  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| 092  | Rear axle, 4.30 ratio Max road speed: 75 MPH | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### FRONT AXLE

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| FTB  | Front axle, 7,500 lb., Dana Spicer 60-256, single-reduction, front driving | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( Complete )

### REAR AXLE

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2      | MSRP     |
|------|--|--------------|-------------|----------|----------|
| HD1  | Rear axle, 15,000 lb. (6,804 kg) Dana Spicer S16-130, single reduction | 0.00 lbs     | 0.00 lbs    | \$594.00 | \$675.00 |

### REAR SUSPENSION

| CODE | DESCRIPTION   | FRONT WEIGHT | REAR WEIGHT | VQ2     | MSRP    |
|------|---|--------------|-------------|---------|---------|
| FU7  | Rear suspension, 15,500 lb. (7,031 kg) multi-leaf, variable | 0.00 lbs     | 0.00 lbs    | \$44.00 | \$50.00 |

### WHEELBASE

| CODE | DESCRIPTION   | FRONT WEIGHT | REAR WEIGHT | VQ2      | MSRP     |
|------|---|--------------|-------------|----------|----------|
| EM1  | Wheelbase, 199" (505.5 cm), 84" CA (Requires (F0C) 49" axle to end of frame or (F0D) 63" axle to end of frame.) | 0.00 lbs     | 0.00 lbs    | \$158.40 | \$180.00 |

### PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| 1WT  | Work Truck Preferred Equipment Group includes standard equipment | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### WHEEL TYPE

| CODE | DESCRIPTION   | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|---|--------------|-------------|--------|--------|
| PWQ  | Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### FRONT TIRES

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| KEY  | Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lb. (Standard on models built after July 17th, 2023) (Requires (YEY) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lb. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lb.) (STD) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( ☒ Complete )

### REAR TIRES

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| YEY  | Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lb. (Standard on models built after July 17th, 2023) (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### SPARE TIRE

| CODE | DESCRIPTION             | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|-------------------------|--------------|-------------|--------|--------|
| 9L3  | Spare tire delete (STD) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### PAINT SCHEME

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--------------|--------------|-------------|--------|--------|
| ZY1  | Paint, solid | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### PAINT

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--------------|--------------|-------------|--------|--------|
| GAZ  | Summit White | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### SEAT TYPE

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| AE7  | Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### SEAT TRIM

| CODE | DESCRIPTION   | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|---|--------------|-------------|--------|--------|
| H2Q  | Dark Ash seats with Jet Black interior accents, Vinyl seat trim | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( ☒ Complete )

### RADIO

| CODE | DESCRIPTION  | FRONT WEIGHT | REAR WEIGHT | VQ2    | MSRP   |
|------|--|--------------|-------------|--------|--------|
| IO3  | Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD) | 0.00 lbs     | 0.00 lbs    | \$0.00 | \$0.00 |

### CUSTOM EQUIPMENT

| CODE                     | DESCRIPTION              | FRONT WEIGHT    | REAR WEIGHT     | VQ2                | MSRP               |
|--------------------------|--------------------------|-----------------|-----------------|--------------------|--------------------|
| Adjust                   | SWC Adjustment           | 0.00 lbs        | 0.00 lbs        | (\$7,553.38)       | \$0.00             |
| Aftermkt                 | Aftermarket Service Body | 0.00 lbs        | 0.00 lbs        | \$75,164.76        | \$75,164.76        |
| Assist                   | Gov Assistance           | 0.00 lbs        | 0.00 lbs        | (\$7,000.00)       | \$0.00             |
| Fed Tire                 | Federal Tire Fee         | 0.00 lbs        | 0.00 lbs        | \$10.00            | \$10.00            |
| <b>Options Total</b>     |                          | <b>0.00 lbs</b> | <b>0.00 lbs</b> | <b>\$63,402.18</b> | <b>\$78,334.76</b> |
| As Specified Curb Weight |                          | 5649.00 lbs     | 3272.00 lbs     |                    |                    |

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck (✔ Complete)

### Standard Equipment

#### Mechanical

GVWR, 16,500 lb. (7484 kg) (Silverado 4500 HD 4WD models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)

Emissions, 50 state certification

Emissions, USA 50 State certified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg.) (STD)

Rear axle, 4.30 ratio Max road speed: 75 MPH

Wheelbase, 175" (444.5 cm), 60" CA (Requires (F0C) 49" axle to end of frame. Not available with (G40) 12,000 lb., (GP1) 13,500 lb. or (GP8) 15,500 lb. rear air suspension, or (NPK) Exhaust System.) (STD)

Front axle, 7,500 lb., Dana Spicer 60-256, single-reduction, front driving

Front suspension, 7,500 lb. (3,402 kg) multi-leaf, includes shock absorbers

Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction

Rear suspension, 11,000 lb. (4,990 kg) multi-leaf, vari-rate (STD)

Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released

Transmission shift control calibration, fuel sense Performance

Four wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab

Alternator, 150 amps

Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.

Trailer brake controller, integrated

Incomplete vehicle

Axle to End of Frame, 49" (Requires wheelbase (EM1) 199" or (FNV) 175". Not available with (G40), (GP1) or (GP8) rear air suspension.)

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck (✔ Complete)

### Mechanical

Axle, Open rear axle, non-locking rear

Axle lubricant, front, synthetic oil EmGard FE-75W-90

Axle lubricant, rear, synthetic oil EmGard FE -75W-90

Steering, power (Bosch S2 8014 Plus)

Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)

Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle

Fuel, diesel B20

Capped Fuel Fill

Exhaust system, rear exit

Exhaust brake

### Exterior

Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)

Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lb. (Standard on models built after July 17th, 2023) (Requires (YEY) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lb. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lb.) (STD)

Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lb. (Standard on models built after July 17th, 2023) (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD)

Spare tire delete (STD)

Wheel, spare delete

Bumper, front, Black

Assist steps

Front fender extension, painted body color

Grille, base, molded in color, Black

Grille guard screen, insect protection (mounted behind grille)

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Lamps, Smoked Amber roof marker

Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light

Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass

Glass, solar absorbing, tinted

Antenna, fixed mast

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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck (✔ Complete )

Exterior

Door handles, Black

Entertainment

Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD)

SiriusXM, delete

6-speaker audio system

Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information

Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Windows, power with driver express up and down and express down on all other windows

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Mirror, inside rearview manual day/night

Visors, driver and front passenger, vinyl

Assist handle, front passenger and driver on A-pillars

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**Wilson County Motors**

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck (✔ Complete)

**Safety-Mechanical**

Brake, parking, driveline park brake system

StabiliTrak, Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist

Traction control

**Safety-Exterior**

Daytime Running Lamps, with automatic exterior lamp control

**Safety-Interior**

Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)

OnStar, delete

Rear Vision Camera, display integrated into Radio (Shipped loose in cab for upfitter installation.)

Horn, single-note

**WARRANTY**

Warranty Note: &lt;&lt;&lt; Preliminary 2023 Warranty &gt;&gt;&gt;

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years (Allison Basic): 5

Drivetrain Years: 5

Drivetrain Miles/km (Allison Basic): Unlimited

Drivetrain Miles/km: 100,000

Drivetrain Note: Duramax Diesel

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 100,000

Maintenance Note: 1 Year/1 Visit

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Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( Complete )

Geared Road Speed

SPECIFICATION SUMMARY

|                         |                        |
|-------------------------|------------------------|
| Model #                 | CK56043                |
| Engine Order Code       | L5D                    |
| Model Manufacturer      | Duramax                |
| Type                    | Turbocharged Diesel V8 |
| Displacement            | 6.6L/402               |
| Horsepower              | 350 @ 2700             |
| Starting Torque         | N/A                    |
| Transmission Order Code | MWA                    |
| Model Manufacturer      | Allison                |
| Type                    | 6-Speed Automatic      |
| Second Hip Room         | 60.24 in               |
| Rear Axle Order Code    | HD1                    |
| Model Manufacturer      | A1700HS Allison        |
| Weight Rating           | 15000 lbs              |
| Ratio:1                 | 4.30                   |
| Rear Tires              | 225/70R19.5G           |
| Revolutions/Mile Front  | N/A                    |
| Revolutions/Mile Rear   | N/A                    |
| Surface Type            | Concrete               |
| Desired Grade           | 2%                     |

Geared Road Speed



0% Grade in gear

Actual Loaded Speed



2% Grade in gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

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Wilson County Motors

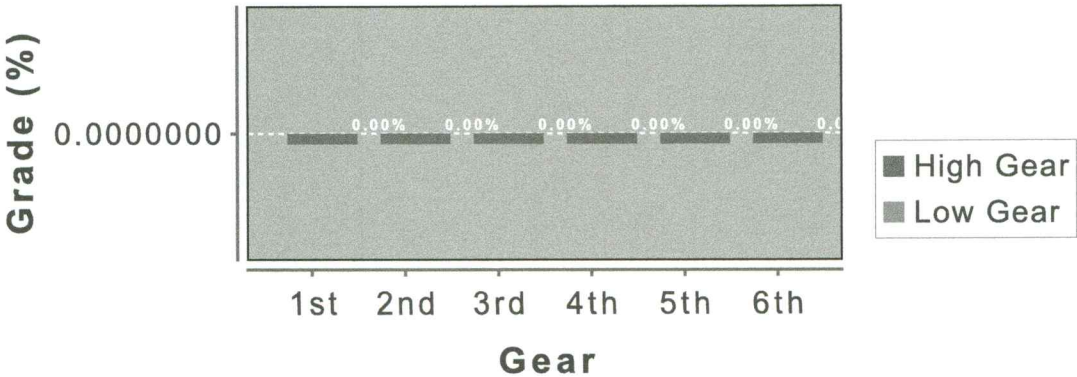
Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( Complete )

Gradeability Chart

SPECIFICATION SUMMARY

|                         |                        |
|-------------------------|------------------------|
| Model #                 | CK56043                |
| Engine Order Code       | L5D                    |
| Model Manufacturer      | Duramax                |
| Type                    | Turbocharged Diesel V8 |
| Displacement            | 6.6L/402               |
| Horsepower              | 350 @ 2700             |
| Starting Torque         | N/A                    |
| Transmission Order Code | MWA                    |
| Model Manufacturer      | Allison                |
| Type                    | 6-Speed Automatic      |
| Second Hip Room         | 60.24 in               |
| Rear Axle Order Code    | HD1                    |
| Model Manufacturer      | A1700HS Allison        |
| Weight Rating           | 15000 lbs              |
| Ratio:1                 | 4.30                   |
| Rear Tires              | 225/70R19.5G           |
| Revolutions/Mile Front  | N/A                    |
| Revolutions/Mile Rear   | N/A                    |
| Surface Type            | Concrete               |
| Desired Grade           | 2%                     |



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Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( Complete )

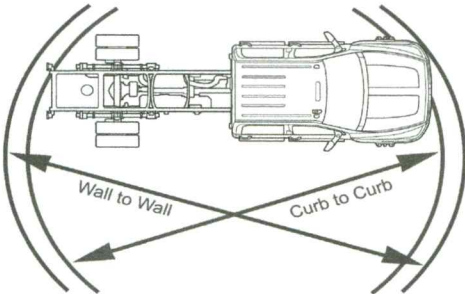
Turning Circle

SPECIFICATION SUMMARY

|                        |                |
|------------------------|----------------|
| Model #                | CK56043        |
| Front Axle Order Code  | FTB            |
| Capacity (lbs)         | 7500 lbs       |
| Wheelbase Order Code   | EM1            |
| Wheelbase (in)         | 199 in         |
| Front Wheel Order Code |                |
| Size/Type (in)         | 19.5 x 6.75 in |
| Front Tire Order Code  | XEY            |
| Size/Type              | 225/70R19.5G   |

Wall to Wall (ft): 63.1 ft

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): 61.5 ft

Curb to Curb diameter is measured from the outside of the front tire.

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## Wilson County Motors

Danielle Rodriguez | 615-444-9642 | [danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

---

Vehicle: [Fleet] 2023 Chevrolet Silverado MD (CK56043) 4WD Crew Cab Work Truck ( Complete )

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**Note:**Photo may not represent exact vehicle or selected equipment.

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Phone: 931-489-0900

bcheek@mlutilities.com

Cell: 931-224-1629

Fax: 931-489-1084

By: Bill Cheek

Date: 8/1/2023  
Quote Number 7578

**Note:**

This quote does not include ant applicable state or local taxes.  
Please feel free to call for any clarifications.  
Quotation is valid for 45 days.  
Work performed by Utility Equipment Service has a 1 year warranty.

TO: **Wilson Co Motors**  
**Danielle Rodriguez**  
**903 S Hartman Dr**  
**Lebanon, TN 37090**

Phone: 615-504-8811

Fax:

Cell.

E-mail: [danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

Chassis

PROJECT: **Knapheide 6132D54 Service Body**  
**City of Murfreesboro**  
**Kyle 615-242-1899**

Model: 2023 Chevrolet 5500HD  
Crew Cab 4x4

CA: DRW  
84"

DELIVERY:

| ITEM NO.        | Qty      | Unit Description         |                                   |                                  |                    |                 | Unit Price  | Total        |             |
|-----------------|----------|--------------------------|-----------------------------------|----------------------------------|--------------------|-----------------|-------------|--------------|-------------|
| 6132D54         | 1        | Type                     | Knapheide                         | Style                            | 600 Series         | 84" Cap to Axle | \$14,120.00 | \$ 14,120.00 |             |
|                 | 0        | BDY Mat                  | 12ga                              | Door Panels                      | 14ga               | Color White     |             | \$ -         |             |
|                 | 0        | Body Length              | 133.25"                           | Body Floor                       | 12ga" Treadplate   |                 |             | \$ -         |             |
|                 | 0        | Comp. Height             | 40"                               | Auto Rotary Latch                |                    |                 |             | \$ -         |             |
|                 | 0        | Comp. Depth              | 20"                               | Stainless Full Length Cont Hinge |                    |                 |             | \$ -         |             |
|                 | 0        | Body Width               | 94"                               | Spring over Ctr                  | Bulb Style Weather |                 |             | \$ -         |             |
|                 | 0        | Load Space Width         | 54"                               | 250lb Capacity Shelving          |                    |                 |             | \$ -         |             |
|                 | 0        | Street Side Compartments |                                   |                                  |                    |                 |             | \$0.00       | \$ -        |
|                 | 1        | 1st Vertical             | Two (2) Adj Shelves W/Dividers    |                                  |                    |                 | \$0.00      | \$ -         |             |
|                 | 1        | 2nd Vertical             | Two (2) Adj Shelves W/Dividers    |                                  |                    |                 | \$0.00      | \$ -         |             |
|                 | 1        | Horizontal               | Open                              |                                  |                    |                 | \$0.00      | \$ -         |             |
|                 | 1        | Rear Vertical            | One (1) Adj Shelf W/Dividers      |                                  |                    |                 | \$0.00      | \$ -         |             |
|                 | 0        |                          |                                   |                                  |                    |                 |             | \$0.00       | \$ -        |
|                 | 0        | Curb Side Compartments   |                                   |                                  |                    |                 |             | \$0.00       | \$ -        |
|                 | 77014980 | 1                        | 1st Vertical                      | C-Tech Drw Unit 3-3,2-5,1-7"     |                    |                 |             | \$0.00       | \$ -        |
|                 |          | 1                        | 2nd Vertical                      | Two (2) Adj Shelves W/Dividers   |                    |                 |             | \$0.00       | \$ -        |
| 1               |          | Horizontal               | One (1) Bolt in Shelf w/Dividers  |                                  |                    |                 | \$0.00      | \$ -         |             |
| 1               |          | Rear Vertical            | Crane Reinforcement Pkg, 4,000lbs |                                  |                    |                 | \$0.00      | \$ -         |             |
| 77013030        |          | 1                        | LED Surface Mnt Light DRW         |                                  |                    |                 |             | \$0.00       | \$ -        |
| 20180910        |          | 1                        | Universal Cab Guard Ay 54         |                                  |                    |                 |             | \$0.00       | \$ -        |
| 20187250        |          | 1                        | Kit, Left Wing                    |                                  |                    |                 |             | \$0.00       | \$ -        |
| 20187610        |          | 1                        | Kit, Right Wing                   |                                  |                    |                 |             | \$0.00       | \$ -        |
| 20187640        |          | 1                        | Turbo Beam Mnt                    |                                  |                    |                 |             | \$0.00       | \$ -        |
| 26266163        |          | 1                        | Work Light Mnt                    |                                  |                    |                 |             | \$0.00       | \$ -        |
| 2625744         |          | 1                        | GM-MD Install Kit                 |                                  |                    |                 |             | \$0.00       | \$ -        |
| 20188540        |          | 1                        | Paint, Knap White Int/Ext         |                                  |                    |                 |             | \$1,970.59   | \$ 1,970.59 |
| 77008795        |          | 1                        | Tailgate Delete                   |                                  |                    |                 |             | \$0.00       | \$ -        |
| 77013550        |          | 1                        | Rear Body Brace (TG)              |                                  |                    |                 |             | \$92.05      | \$ 92.05    |
| 77013550        |          | 0                        |                                   |                                  |                    |                 |             | \$0.00       | \$ -        |
|                 |          | 1                        | Freight FOB Spring Hill, TN       |                                  |                    |                 |             | \$325.00     | \$ 325.00   |
| Total Unit Cost |          |                          |                                   |                                  |                    |                 |             | \$ 16,507.63 |             |

| ITEM NO.  | Qty | Venturo Crane   | Unit Price  | Total        |
|-----------|-----|---|-------------|--------------|
| ET12KX-15 | 1   | Venturo Crane,3,500lb/12,000 ft/lb Capacity. Electric/Hydraulic | \$13,575.96 | \$ 13,575.96 |
|           | 0   | Boom Length - 7-15', 65' x 1/4" Wire Rope                       | \$0.00      | \$ -         |



|                      |   |   |          |                     |
|----------------------|---|---|----------|---------------------|
|                      | 0 | Capacity Overload Shut Off, Anti-Two Blocking | \$0.00   | \$ -                |
|                      | 0 | 25' Plug In Remote Control Pendant            | \$0.00   | \$ -                |
|                      | 0 | Swivel Load Block W/Safety Hook               | \$0.00   | \$ -                |
|                      | 0 | Master Disconnect Swith and Bracket           | \$0.00   | \$ -                |
| 21440                | 1 | Boom Rest Adj 13-19"                          | \$307.69 | \$ 307.69           |
| 22946-250            | 1 | Circuit Breaket Kit, 250amp                   | \$92.31  | \$ 92.31            |
| 13500                | 1 | Outtrigger, Side Bracket Type                 | \$219.23 | \$ 219.23           |
| Freight              | 1 | Venturo Frt                                   | \$260.00 | \$ 260.00           |
| <b>Total Venturo</b> |   |   |          | <b>\$ 14,455.19</b> |

|                          | Qty | Accessories   | Unit Price | Total               |
|--------------------------|-----|---|------------|---------------------|
| G2-54-1342 TP38          | 1   | Tommy Gate G2 Series 1300lb, 54x38"load area, 4"taper, Treadplate Pltfm | \$2,790.67 | \$ 2,790.67         |
| 15537                    | 1   | Lighgt kit, 2 Light LED   | \$356.00   | \$ 356.00           |
| 17493                    | 1   | Camera/Senor Bar  | \$138.67   | \$ 138.67           |
|                          | 0   |   | \$0.00     | \$ -                |
| 051787-001               | 1   | VanairReliant RC40-L, 40 CFM Open Center CTR 12V Analog Gauges          | \$5,571.56 | \$ 5,571.56         |
| 0A49645                  | 1   | Remote Air Tank, 30gal ANA250   | \$813.75   | \$ 813.75           |
| KIT1388                  | 1   | PM Kit, Cmpressor, 500 Hour or Annual                                   | \$140.00   | \$ 140.00           |
| PTO/PUMP                 | 1   | PTO/Pump, Hyd Hose,Fittings & Fluid (Vanair)                            | \$8,400.00 | \$ 8,400.00         |
| AGM31T                   | 1   | Battery Super Start Fleet HD Group Size 31                              | \$342.65   | \$ 342.65           |
| CH48160                  | 1   | Battery Isolator, Cole Hersee   | \$186.65   | \$ 186.65           |
| 9084-1                   | 1   | Box, Battery  | \$34.65    | \$ 34.65            |
| Core                     | 1   | Battery Core  | \$29.33    | \$ 29.33            |
|                          | 0   |   | \$0.00     | \$ -                |
| Freight                  | 1   | Accessory Freight   | \$425.00   | \$ 425.00           |
| <b>Total Accessories</b> |     |   |            | <b>\$ 19,228.94</b> |

|                                    | Qty | Standard Unit Options               | Unit Price | Total            |
|------------------------------------|-----|-------------------------------------|------------|------------------|
| 1801052                            | 1   | Receiver Hitch, Class 5, 2 1/2",20K | \$195.69   | \$ 195.69        |
| HT1005                             | 1   | Pintle W/2 5/16" Combination 8ton   | \$87.67    | \$ 87.67         |
| RM62516                            | 1   | Pintle W/2 1/2" Comb Rec Mount      | \$98.61    | \$ 98.61         |
| SUPSSA51                           | 1   | Super Spring Assy, CS Install       | \$442.60   | \$ 442.60        |
| TC1770B                            | 1   | 7 Pin Trailer Socket RV Flat        | \$6.12     | \$ 6.12          |
| <b>Total Standard Unit Options</b> |     |                                     |            | <b>\$ 830.69</b> |

|                         | Qty | Misc Items  | Unit Price | Total            |
|-------------------------|-----|---|------------|------------------|
| B30LXC                  | 2   | Mud Flap 24x30  | \$18.32    | \$ 36.64         |
| 698107                  | 1   | Alarm, Back-up CST  | \$22.09    | \$ 22.09         |
| ATHMSP                  | 4   | Misc Fabrication Material - Receiver, body mnt, elctrical | \$166.67   | \$ 666.67        |
| <b>Total Misc Items</b> |     |   |            | <b>\$ 725.40</b> |

|                                | Qty | Optional Lighting  | Unit Price | Total              |
|--------------------------------|-----|--|------------|--------------------|
| 8892200                        | 12  | Strobe, LED Cl/Amb Thin Mnt (Front Grill,Rear Body,Body Sides) | \$43.44    | \$ 521.28          |
| 8892225                        | 4   | Bracket, Front Strobe  | \$10.35    | \$ 41.39           |
| 5623654                        | 8   | Light, LED Comp Light Strip 36x1/2"                            | \$29.28    | \$ 234.24          |
| 1492135                        | 2   | Light, LED 5.5" Work   | \$43.47    | \$ 86.93           |
| 8891060                        | 1   | Light Bar, LED Mini 15x8.25x3"                                 | \$177.68   | \$ 177.68          |
| <b>Total Optional Lighting</b> |     |  |            | <b>\$ 1,061.52</b> |

|                         | Qty | Shop Labor         | Unit Price | Total              |
|-------------------------|-----|--------------------|------------|--------------------|
| Labor                   | 70  | Shop Labor per hr  | \$126.00   | \$ 8,820.00        |
| Paint                   | 8   | Paint Unit/Chassis | \$126.00   | \$ 1,008.00        |
| <b>Total Shop Labor</b> |     |                    |            | <b>\$ 9,828.00</b> |

| Project Totals              |                     |               |   |           |              |             |
|-----------------------------|---------------------|---------------|---|-----------|--------------|-------------|
| Items                       |                     |               |   | Amount    |              |             |
| Total Unit Cost             |                     |               |   | \$        | 16,507.63    | \$16,507.63 |
| Total Venturo               |                     |               |   | \$        | 14,455.19    | \$14,455.19 |
| Total Accessories           |                     |               |   | \$        | 19,228.94    | \$19,228.94 |
| Total Standard Unit Options |                     |               |   | \$        | 830.69       | \$830.69    |
| Total Misc Items            |                     |               |   | \$        | 725.40       | \$725.40    |
| Total Safety                |                     |               |   | \$        | -            | \$0.00      |
| Total Optional Lighting     |                     |               |   | \$        | 1,061.52     | \$1,061.52  |
|                             |                     |               |   | \$        | -            | \$0.00      |
|                             |                     |               |   | \$        | -            | \$0.00      |
| Total Shop Labor            |                     |               |   | \$        | 9,828.00     | \$9,828.00  |
| Sales Tax                   | Sales Amt           | \$            | - | Percent   | 9.25%        | \$          |
| Total For Project           |                     |               |   | \$        | 62,637.38    | \$62,637.38 |
| Body & Freight              | Accessories/Options | Install/Paint |   | Sales Tax | Total        |             |
| \$ 16,507.63                | \$ 36,301.74        | \$ 9,828.00   |   | \$ -      | \$ 62,637.38 |             |



# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

---

**Item Title:** Amendment 3 to Motorola Radio System Maintenance Agreement

**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**

Agreement with Motorola to add NICE Gold Maintenance and Upgrade Services to the current Radio System Maintenance Agreement.

**Staff Recommendation**

Approve the amendment to the Radio System Maintenance agreement with Motorola.

**Background Information**

Council approved a ten-year service agreement with Motorola for radio system maintenance in March 2020. Motorola utilizes NICE to provide a complete solution for audio recording requirements. The logging recorder warranty has expired the Gold Maintenance and Upgrade Services will add hardware and software support for the NICE audio recording system for the remainder of the service agreement with Motorola. This amendment adds a total of \$656,402 to the original ten-year contract, paid in annual installments.

**Council Priorities Served**

*Maintain Public Safety*

Provides a mechanism to reliably log and maintain 911 calls received through the Murfreesboro Emergency Communications Center.

**Fiscal Impact**

The first installment of \$105,119 will be paid from the Department's FY24 Operating Budget. Future payments, as outlined in the amendment, will be budgeted for accordingly.

**Attachments**

Amendment 3 to Motorola SUA II Maintenance Purchase Agreement



**AMENDMENT 3**  
**to**  
**Motorola SUA II Maintenance Purchase Agreement**  
**Between**  
**City of Murfreesboro ("Murfreesboro")**  
**And**  
**Motorola Services, Inc. ("Service Provider")**  
**Effective Date September 1, 2022**

This Amendment to the SUA II and Maintenance Services Statement of Work dated \_\_\_\_\_ 2023 is entered into by and between the City of Murfreesboro ("Murfreesboro"), on the one hand, and Motorola Solutions, Inc. ("Service Provider"), on the other hand, and is hereby incorporated into and made a part of the ten (10) year SUA II and Maintenance contract (the "Agreement") referenced under 'SUA II and Maintenance Purchase Agreement', effective as of March 19, 2020 by and between Murfreesboro and Service Provider. This Amendment 3 modifies the above referenced SOW between the Parties.

The Parties agree to incorporate 'Appendix B: NICE Gold Maintenance & SUA II Upgrade Services' into the 10 year Maintenance and SUA II contract USC000028415:

- Appendix B: NICE Gold Maintenance & SUA II Upgrade Services pricing shown on page two (2) for a total of six hundred fifty-six thousand four hundred and two dollars (\$656,402.00) for eight years and seven months
  - Effective date of September 1, 2022 is based upon when the one-year warranty for the NICE logging recorder expired
- The NICE Gold and NICE SUA II Statement of Work (SOWs) are also incorporated and included below on pages three (3) through seven (7)

EXCEPT AS EXPRESSLY AMENDED BY THIS AMENDMENT 3, THE SOW REMAINS IN FULL FORCE AND EFFECT.

**CITY OF MURFREESBORO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Motorola Solutions, Inc.**

By: DocuSigned by: Jim Schneider  
0A9E68B97BF34D0...  
Name: Jim Schneider  
Title: Regional Service Manager  
Date: 9/28/2023

DocuSigned by:  
APPROVED AS TO FORM  
Adam Tucker  
43A2038E51F8401  
Adam F. Tucker, City Attorney





## Appendix B: NICE Gold Maintenance & SUA II Upgrade Services Pricing

| City of Murfreesboro  | 1         | 7 Month<br>pro-rated | 3               | 4               | 5               | 6               | 7               | 8               | 9               | 10              |                  |
|-----------------------|-----------|----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
|                       | 9/1/2021  | 9/1/2022             | 4/1/2023        | 4/1/2024        | 4/1/2025        | 4/1/2026        | 4/1/2027        | 4/1/2028        | 4/1/2029        | 4/1/2030        |                  |
|                       | 8/31/2022 | 3/31/2023            | 3/31/2024       | 3/31/2025       | 3/31/2026       | 3/31/2027       | 3/31/2028       | 3/31/2029       | 3/31/2030       | 3/31/2031       |                  |
| NICE Gold Maintenance | Warranty  | \$13,940             | \$25,093        | \$26,097        | \$27,141        | \$28,226        | \$29,356        | \$30,530        | \$31,751        | \$33,021        | \$245,155        |
| NICE SUA II Upgrades  | Warranty  | \$24,066             | \$42,020        | \$43,701        | \$45,449        | \$47,267        | \$49,157        | \$51,123        | \$53,169        | \$55,295        | \$411,247        |
| <b>Total</b>          | \$ -      | <b>\$38,006</b>      | <b>\$67,113</b> | <b>\$69,798</b> | <b>\$72,590</b> | <b>\$75,493</b> | <b>\$78,513</b> | <b>\$81,653</b> | <b>\$84,920</b> | <b>\$88,316</b> | <b>\$656,402</b> |



## Statement of Work

# NICE Gold Maintenance

### SECTION 1 OVERVIEW

Motorola utilizes NiceLog to provide a complete, reliable and robust solution for Customer audio recording requirements.

Motorola System Support Center (SSC) will initiate the Customer service request to NICE. NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE Logging Equipment integrated within a Motorola network or Vortex console.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 MOTOROLA HAS THE FOLLOWING RESPONSIBILITIES:

- 2.1 Respond to request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number information, customer name and customer contact.
- 2.3 Provide a case number.
- 2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with agreed upon third party vendor.
- 2.7 Close the case once the NICE issue has been resolved.

#### 3.0 CUSTOMER HAS THE FOLLOWING RESPONSIBILITIES:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number.
- 3.3 Provide a contact name and contact phone number.

#### 4.0 NICE HAS THE FOLLOWING RESPONSIBILITIES:

- 4.1 Provide repair return authorization numbers to Customer.
- 4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding NICE's published holidays and within the normal response times.
- 4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
- 4.4 Perform the following service on NICE hardware:
  - 4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
    - (1) The unit has been modified or damaged due to improper packaging; or
    - (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.
- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
- 4.6 On-site reporting, the NICE service provider (SP) will:
  - 4.6.1. Arrive at the Customer site and go directly to the Customer contact
  - 4.6.2. When SP is ready to leave, notify the Customer contact
  - 4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE
  - 4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues
- 4.7 Provide to the Customer contact within one (1) week of the on-site visit a follow-up report on any outstanding issues





4.8 Contact Motorola System Support Center to close the case

4.9 Perform services according to NICE service priorities

Table 1

|  |   |
|--|---|
| <b>Support Coverage</b>                                    | Twenty-four (24) hours, seven (7) days per week                         |
| <b>Call Back Response Time</b>                             | Sixty (60) minutes after receipt of call from authorized representative |
| <b>On-Site Response Time for Priority 1 Service Issues</b> | Four (4) hours  |

| <b>Gold<br/>Available within a 4 Hour<br/>Drive Time</b> | <b>Priority 1</b> | <b>Priority 2</b>  | <b>Priority 3</b> | <b>Priority 4</b> |
|--|-------------------|--------------------|-------------------|-------------------|
| <b>Phone Availability</b>                                | <b>24*7</b>       | <b>24*7</b>        | <b>24*7</b>       | <b>24*7</b>       |
| <b>Support Coverage</b>                                  | <b>24*7</b>       | <b>24*7</b>        | <b>24*7</b>       | <b>24*7</b>       |
| <b>Call Back Response Time</b>                           | <b>60 minutes</b> | <b>120 minutes</b> | <b>24 hours</b>   | <b>24 hours</b>   |
| <b>On Site Response Times*</b>                           | <b>4 hours</b>    | <b>24 hours</b>    | <b>48 hours</b>   | <b>48 hours</b>   |

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE's standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE's sole discretion, are necessary to ensure efficient operation of the products ("NICE Software Updates"). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed and shall, unless otherwise set forth herein, be governed by the terms and



conditions of the software license for the NICE Software executed by both parties (“NICE Software License”).

**5.0 Ineligible Products-**Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE’s installation site specifications (“Installation Site Specifications”); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE’s specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

**6.0** In addition to any exclusions named in Section 7.0 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure over seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

| <b>Data System Infrastructure Exhibit</b> | <b>Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair</b> |
|---|---|
| Logging Recorder                          | Includes NICE logging Recorders<br>Excludes all other technologies            |
| Rack Mounts/Shelves                       | Includes NICE rack mount/shelf ONLY<br>Excludes all other technologies        |
| Replay Station                            | Excluded  |
| Servers/Storage Center                    | Includes NICE servers/storage centers ONLY<br>Excludes all other technologies |
| Workstation                               | Excluded  |



## STATEMENT OF WORK

# NICE Upgrade agreement

## 1.0 DESCRIPTION OF SERVICE AND OBLIGATIONS

- 1.1 As system releases become available, Motorola Solutions agrees to update the software, with associated implementation services and hardware, as applicable, for the Customer's NICE MCC7500 IP Logger Solution. Motorola Solutions will execute up to one upgrade in each eligible update window over the term of this agreement, to coincide with the cadence of the ASTRO 25 System Upgrade Agreement.
- 1.2 The following products are eligible for coverage under this program. The specific components and quantities included in this agreement are inventoried in Appendix A of this document.
  - 1.2.1 NICE Playback Station
  - 1.2.2 NICE MCC7500 IP Logger Server
  - 1.2.3 NICE MCC7500 IP Logger Server - Backup
  - 1.2.4 NICE Inform Server
  - 1.2.5 NICE NRX/NIR Server
- 1.3 If necessitated by the software upgrade, Motorola will provide certified hardware version updates and/or replacements of the covered NICE products. Upgrades, when executed, will provide the level of functionality that is certified for use with the release of ASTRO 25 infrastructure to which the NICE MCC7500 IP Logger Solution is connected. Upgrades, whether in software and/or hardware, do not provide new features or functionality that Motorola Solutions may offer for separate purchase.
- 1.4 Pricing is based on the NICE Logger Solution configuration outlined in Appendix A. This configuration is to be reviewed annually from the contract effective date. Any change in NICE Logger Solution configuration may require a price adjustment.

## 2.0 UPGRADE ELEMENTS AND CORRESPONDING PARTY RESPONSIBILITIES

Execution of the NICE Upgrade Agreement will follow the process outlined in the ASTRO 25 System Upgrade Agreement SOW.

## 3.0 EXCLUSIONS AND LIMITATIONS

- 3.1 The parties acknowledge that if the system has a special product feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.
- 3.2 Upgrades for equipment add-ons or expansions during the term of this NICE Upgrade Agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.
- 3.3 This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.



- 3.4 Motorola is not responsible for management of anti-virus or other security applications on the NICE Logger Solution. This agreement does not include software support for virus attacks or other applications.
- 3.5 The NICE Upgrade Agreement does not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

## 4.0 SPECIAL PROVISIONS

- 4.1 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed at the time of cancellation.
- 4.2 The NICE Upgrade Agreement annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

## APPENDIX A - NICE PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date.. Any change in the NICE configuration may require a price adjustment.

|                          |   |
|--------------------------|---|
| <b>IP RADIO LOGGERS:</b> | Logger 1 SN: 83004678 Logger 2 SN: 83004679 A2021 |
| <b>INFORM:</b>           | INF-100998  |



# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

---

**Item Title:** Purchase of Police Vehicles from Alan Jay Automotive

**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**

Purchase of two new unmarked police vehicles.

**Staff Recommendation**

Approve the purchase of two new unmarked police vehicles from Alan Jay Automotive.

**Background Information**

The purchase of two new trucks are scheduled replacements and are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

**Council Priorities Served**

*Responsible budgeting*

By utilizing the State's procurement contract, the City benefits from pre-negotiated, competitive pricing.

**Fiscal Impact**

The cost of this purchase, \$98,248, is funded by the Drug Fund.

**Attachments**

Contract with Alan Jay Automotive Management, Inc.

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
ALAN JAY AUTOMOTIVE MANAGEMENT, INC.  
FOR PURCHASE OF (2) 2024 NISSAN TITAN CREW CAB SV 4WD 5.5' BED V8**

This Contract is entered into and effective as of \_\_\_\_\_ (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **ALAN JAY AUTOMOTIVE MANAGEMENT, INC.**, a corporation of the State of Florida ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract 80358 with Alan Jay Automotive Management, Inc.***
- ***Price Quotation 48697-1 dated September 27, 2023, from Alan Jay Automotive Management, Inc. for One (1) 2024 NISSAN TITAN CREW CAB SV 4WD 5.5' BED V8 with options as listed, and Price Quotation 48439-2 dated September 27, 2023 for One (1) 2024 NISSAN TITAN CREW CAB SV 4WD 5.5' BED V8 with options as listed, hereinafter referred to as "Contractor's Quotes"***
- ***Any properly executed amendments to this Contract.***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Third, Contractor's State of Tennessee Contract 80358 with Alan Jay Automotive Management, Inc.***
- ***Finally, the Contractor's Quotes dated September 27, 2023***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase Two (2) 2024 NISSAN TITAN CREW CAB SV 4WD 5.5' BED V8 with options as listed as set forth in the Contractor's Quotes dated September 27, 2023.
2. **Term.** The term of this Contract shall from the Effective Date first listed above until the expiration of the State Contract on December 31, 2024. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.



- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quotes for Two (2) 2024 NISSAN TITAN CREW CAB SV 4WD 5.5' BED V8 with options as listed reflecting an individual unit price of forty-nine thousand one hundred twenty-four dollars and no cents (\$49,124.00) and a **Total Purchase Price of Ninety-Eight Thousand, Two Hundred Forty-Eight Dollars and No Cents (\$98,248.00)**. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
- b. Deliveries of all items for the Street Department shall be made within 365 days of issuance of Purchase Order to Attn: Robert Hollway– Murfreesboro Police Department – 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact Person Robert Holloway (tel. 615-849-2673; email: 0388@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

- 4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the specifications and shall include the manufacturer's standard warranty.

5. **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 Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Contract 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:
    1. Procure for the City the right to continue using the products or services.
    2. 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.
    3. 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.
6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

|   |  |
|---|--|
| If to the City of Murfreesboro:   | If to the Contractor:  |
| City of Murfreesboro<br>Attn: City Manager<br>Post Office Box 1139<br>111 West Vine Street<br>Murfreesboro, TN 37133-1139 | Alan Jay Automotive Management, Inc.<br>Attn: Matt Forte<br>P.O. Box 9200<br>Sebring, FL 33871-9200<br>Phone: 863-402-4216<br>matt.forte@alanjay.com |
7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.



8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. 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 the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **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.
13. **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, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract and the Contractor's Quote identified above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Contract 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 Contract may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
23. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

**IN WITNESS WHEREOF**, the parties enter into this Contract as of the "Effective Date" first listed above.

**CITY OF MURFREESBORO**

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

APPROVED AS TO FORM:

DocuSigned by:  
  
\_\_\_\_\_  
43A2035E54F9401...  
Adam F. Tucker, City Attorney

**ALAN JAY AUTOMOTIVE MANAGEMENT, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
2F0A28BDC5514F5...  
Matt Forte, Government Account Manager for SE





# GOVERNMENT PRICE QUOTE

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

|                                |   |                     |                 |   |
|--------------------------------|---|---------------------|-----------------|---|
| PHONE (800) ALANJAY (252-6529) |   | DIRECT 863-402-4216 | WWW.ALANJAY.COM | 48439-2                                 |
| Corporate Office               | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 904-505-9682 | Mailing Address | P.O. BOX 9200<br>Sebring, FL 33871-9200 |
|                                |   | FAX 863-402-4221    |                 |   |

ORIGINAL QUOTE DATE  
9/20/2023

## PRICE QUOTE FORM

REVISED QUOTE DATE  
9/27/2023

|                   |                                     |        |  |     |
|-------------------|-------------------------------------|--------|--|-----|
| REQUESTING AGENCY | MURFREESBORO POLICE DEPARTMENT (TN) |        |  |     |
| CONTACT PERSON    | MIKE TAYLOR                         | EMAIL  | <a href="mailto:0365@MURFREESBOROTN.GOV">0365@MURFREESBOROTN.GOV</a> |     |
| PHONE             | 615-893-2717                        | MOBILE | 615-971-6280   | FAX |

Contract No. 80358 - SWC209 EVENT # 32110-12904

|   |                  |      |             |
|---|------------------|------|-------------|
| MODEL   | 38214            | MSRP | \$48,960.00 |
| 2024 NISSAN TITAN CREW CAB SV 4WD 5.5' BED V8 |                  |      |             |
| CUSTOMER ID                                   | GOVERNMENT PRICE |      | \$47,839.00 |

BED LENGTH

5.5' BED

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

### FACTORY OPTIONS

### DESCRIPTION

|     |   |            |
|-----|---|------------|
| KH3 | Super Black                             | \$0.00     |
| G   | Black, Cloth Seat Trim                  | \$0.00     |
| BE2 | OPTIONS [A93] Accessory Utility Package | \$1,285.00 |

FACTORY OPTIONS \$1,285.00

TRADE IN

TOTAL COST

\$49,124.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$49,124.00

Estimated Annual payments for 60 months paid in advance: \$11,001.76

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER [matt.forte@alanjay.com](mailto:matt.forte@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV (✔ Complete )



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SVMSRP:\$48,960.00

Interior:Black, Cloth Seat Trim

Exterior 1:Super Black

Exterior 2:No color has been selected.

OPTIONS

| CODE               | MODEL   | MSRP        |
|--------------------|---|-------------|
| 38214              | [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV | \$48,960.00 |
| OPTIONS            |   |             |
| BE2                | [A93] Accessory Utility Package                   | \$1,290.00  |
| G                  | Black, Cloth Seat Trim                            | \$0.00      |
| KH3                | Super Black                                       | \$0.00      |
| SUBTOTAL           |   | \$50,250.00 |
| Adjustments Total  |   | \$0.00      |
| Destination Charge |   | \$1,895.00  |
| TOTAL PRICE        |   | \$52,145.00 |


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Alan Jay Automotive Management

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV (  Complete )

FUEL ECONOMY

Est City:15 (2023) MPG  
Est Highway:21 (2023) MPG  
Est Highway Cruising Range:546.00 mi

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# Alan Jay Automotive Management

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV ( Complete )

## Standard Equipment

### Mechanical

- Engine: 5.6L Endurance V8
- Transmission w/Driver Selectable Mode and Sequential Shift Control
- Transmission: 9-Speed Automatic
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 3.69 Axle Ratio
- Engine Oil Cooler
- 80-Amp/Hr 710CCA Maintenance-Free Battery w/Run Down Protection
- 200 Amp Alternator
- Towing Equipment -inc: Trailer Sway Control
- 1658# Maximum Payload
- GVWR: 7,300 lbs
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Hydraulic Power-Assist Speed-Sensing Steering
- 26 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Double Wishbone Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Brake Actuated Limited Slip Differential

### Exterior

- Regular Box Style
- Wheels: 18" x 8" Painted & Machined Alloy
- Tires: P265/70R18 AS BSW
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint

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# Alan Jay Automotive Management

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV ( Complete )

## Exterior

Body-Colored Rear Step Bumper

Chrome Front Bumper w/2 Tow Hooks

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Black Door Handles

Black Power Heated Side Mirrors w/Manual Folding

Sliding Rear Window w/Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Intelligent Auto Headlights (i-Ah) Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps

Cargo Lamp w/High Mount Stop Light

Headlights-Automatic Highbeams

Laminated Glass

## Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: AM/FM Audio System -inc: 8" color touchscreen display, 6 speakers, Apple CarPlay, Android Auto, 2 illuminated USB (1 type A, 1 type C) connection ports, Bluetooth hands-free phone system, streaming audio via Bluetooth, hands-free text messaging assistant and SiriusXM radio

Integrated Roof Antenna

2 LCD Monitors In The Front

## Interior

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Inclinator, Oil Temperature, Transmission Fluid Temp, Trip Odometer and Trip Computer

Power Rear Windows

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Alan Jay Automotive Management

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV (✔ Complete )

Interior

- Front Split Bench Seat (40/20/40) -inc: 4-way manual adjustable seat
- Front Cupholder
- Rear Cupholder
- Proximity Key For Push Button Start Only
- Valet Function
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
- Cruise Control w/Steering Wheel Controls
- Distance Pacing
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Illuminated Locking Glove Box
- Driver Foot Rest
- Interior Trim -inc: Piano Black Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome/Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Cloth Seat Trim
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror w/Driver And Passenger Auxiliary Mirror
- Mini Overhead Console w/Storage and 1 12V DC Power Outlet
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering
- Pickup Cargo Box Lights
- FOB Controls -inc: Windows
- Dashboard Storage, Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV ( Complete )

**Interior**

- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Rear Center Armrest
- 4 Seatback Storage Pockets
- Perimeter Alarm
- Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

**Safety-Mechanical**

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

**Safety-Exterior**

- Side Impact Beams


**Safety-Interior**

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Rear Parking Sensors
- Blind Spot Warning (BSW) Blind Spot
- Automatic Emergency Braking (AEB)
- Lane Departure Warning (LDW) Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver And Passenger Knee Airbag

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**Alan Jay Automotive Management**  
Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV (  Complete )

**Safety-Interior**

- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- RearView Monitor Back-Up Camera

**WARRANTY**

- Basic Years: 5
- Basic Miles/km: 100,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 100,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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# GOVERNMENT PRICE QUOTE

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

|                                |   |                     |                 |   |
|--------------------------------|---|---------------------|-----------------|---|
| PHONE (800) ALANJAY (252-6529) |   | DIRECT 863-402-4216 | WWW.ALANJAY.COM | 48697-1                                 |
| Corporate Office               | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 904-505-9682 | Mailing Address | P.O. BOX 9200<br>Sebring, FL 33871-9200 |
|                                |   | FAX 863-402-4221    |                 |   |

ORIGINAL QUOTE DATE  
9/27/2023

## PRICE QUOTE FORM

REVISED QUOTE DATE  
9/27/2023

|                   |                                     |        |  |     |
|-------------------|-------------------------------------|--------|--|-----|
| REQUESTING AGENCY | MURFREESBORO POLICE DEPARTMENT (TN) |        |  |     |
| CONTACT PERSON    | MIKE TAYLOR                         | EMAIL  | <a href="mailto:0365@MURFREESBOROTN.GOV">0365@MURFREESBOROTN.GOV</a> |     |
| PHONE             | 615-893-2717                        | MOBILE | 615-971-6280   | FAX |

Contract No. 80358 - SWC209 EVENT # 32110-12904

|   |       |      |                  |
|---|-------|------|------------------|
| MODEL   | 38214 | MSRP | \$48,960.00      |
| 2024 NISSAN TITAN CREW CAB SV 4WD 5.5' BED V8 |       |      |                  |
| CUSTOMER ID                                   |       |      | GOVERNMENT PRICE |
|   |       |      | \$47,839.00      |

BED LENGTH

5.5' BED

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

### FACTORY OPTIONS

### DESCRIPTION

|     |   |            |
|-----|---|------------|
| KAD | Gun Metallic                            | \$0.00     |
| G   | Black, Cloth Seat Trim                  | \$0.00     |
| BE2 | OPTIONS [A93] Accessory Utility Package | \$1,285.00 |

FACTORY OPTIONS \$1,285.00

TRADE IN

TOTAL COST

\$49,124.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$49,124.00

Estimated Annual payments for 60 months paid in advance: \$11,001.76

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER [matt.forte@alanjay.com](mailto:matt.forte@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.





Alan Jay Automotive Management

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV (✔ Complete )



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SVMSRP:\$48,960.00

Interior:Black, Cloth Seat Trim

Exterior 1:Gun Metallic

Exterior 2:No color has been selected.

OPTIONS


| CODE               | MODEL   | MSRP        |
|--------------------|---|-------------|
| 38214              | [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV | \$48,960.00 |
| OPTIONS            |   |             |
| BE2                | [A93] Accessory Utility Package                   | \$1,290.00  |
| G                  | Black, Cloth Seat Trim                            | \$0.00      |
| KAD                | Gun Metallic                                      | \$0.00      |
| SUBTOTAL           |   | \$50,250.00 |
| Adjustments Total  |   | \$0.00      |
| Destination Charge |   | \$1,895.00  |
| TOTAL PRICE        |   | \$52,145.00 |

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV (  Complete )

**FUEL ECONOMY**

Est City:15 (2023) MPG  
Est Highway:21 (2023) MPG  
Est Highway Cruising Range:546.00 mi

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV ( Complete )

## Standard Equipment

### Mechanical

- Engine: 5.6L Endurance V8
- Transmission w/Driver Selectable Mode and Sequential Shift Control
- Transmission: 9-Speed Automatic
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 3.69 Axle Ratio
- Engine Oil Cooler
- 80-Amp/Hr 710CCA Maintenance-Free Battery w/Run Down Protection
- 200 Amp Alternator
- Towing Equipment -inc: Trailer Sway Control
- 1658# Maximum Payload
- GVWR: 7,300 lbs
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Hydraulic Power-Assist Speed-Sensing Steering
- 26 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Double Wishbone Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Brake Actuated Limited Slip Differential

### Exterior

- Regular Box Style
- Wheels: 18" x 8" Painted & Machined Alloy
- Tires: P265/70R18 AS BSW
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV ( Complete )

## Exterior

Body-Colored Rear Step Bumper

Chrome Front Bumper w/2 Tow Hooks

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Black Door Handles

Black Power Heated Side Mirrors w/Manual Folding

Sliding Rear Window w/Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Intelligent Auto Headlights (i-Ah) Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps

Cargo Lamp w/High Mount Stop Light

Headlights-Automatic Highbeams

Laminated Glass

## Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: AM/FM Audio System -inc: 8" color touchscreen display, 6 speakers, Apple CarPlay, Android Auto, 2 illuminated USB (1 type A, 1 type C) connection ports, Bluetooth hands-free phone system, streaming audio via Bluetooth, hands-free text messaging assistant and SiriusXM radio

Integrated Roof Antenna

2 LCD Monitors In The Front

## Interior

Driver Seat

Passenger Seat

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Inclinator, Oil Temperature, Transmission Fluid Temp, Trip Odometer and Trip Computer

Power Rear Windows

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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV (✔ Complete )

Interior

- Front Split Bench Seat (40/20/40) -inc: 4-way manual adjustable seat
- Front Cupholder
- Rear Cupholder
- Proximity Key For Push Button Start Only
- Valet Function
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
- Cruise Control w/Steering Wheel Controls
- Distance Pacing
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Illuminated Locking Glove Box
- Driver Foot Rest
- Interior Trim -inc: Piano Black Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome/Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Cloth Seat Trim
- Day-Night Rearview Mirror
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- Mini Overhead Console w/Storage and 1 12V DC Power Outlet
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering
- Pickup Cargo Box Lights
- FOB Controls -inc: Windows
- Dashboard Storage, Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV ( Complete )

**Interior**

- Trip Computer
- Outside Temp Gauge
- Analog Appearance
- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Rear Center Armrest
- 4 Seatback Storage Pockets
- Perimeter Alarm
- Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

**Safety-Mechanical**

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

**Safety-Exterior**

- Side Impact Beams

**Safety-Interior**

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Rear Parking Sensors
- Blind Spot Warning (BSW) Blind Spot
- Automatic Emergency Braking (AEB)
- Lane Departure Warning (LDW) Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
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- Curtain 1st And 2nd Row Airbags
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Vehicle: [Fleet] 2024 Nissan Titan (38214) 4x4 Crew Cab SV ( Complete )

Safety-Interior

- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- RearView Monitor Back-Up Camera

WARRANTY

- Basic Years: 5
- Basic Miles/km: 100,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 100,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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# COUNCIL COMMUNICATION

**Meeting Date: 10/19/2023**

---

**Item Title:** VirTra, Inc. Subscription Training and Equipment Partnership Agreement

**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

Agreement with VirTra, Inc. for subscription training and equipment maintenance.

## Staff Recommendation

Approve the agreement with VirTra to provide training and equipment maintenance for the simulator system.

## Background Information

MPD has been using the VirTra 300 Simulator since 2018. This system has proven invaluable for simulated training scenarios. Hardware and software updates are needed and the proposed agreement allows for these necessary upgrades including installation, continued maintenance and support, and training for a three-year period. The total cost of the agreement is \$190,615 paid in annual installments.

## Council Priorities Served

*Maintain public safety*

Provides opportunities to train police officers based on scenarios in a controlled environment.

## Fiscal Impacts

The one-time expense of \$11,770 and the first annual payment of \$63,538 is provided for by DA21 funds. Future annual expenses of \$63,538 will be budgeted for accordingly in the department's operating budget.

## Attachments

VirTra, Inc. Subscription Training & Equipment Partnership Agreement



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name Murfreesboro Police  
 Contact Name Chad Hershman  
 Phone (629) 201-5555  
 Email 0345@murfreesborotn.gov

Created Date 9/7/2023  
 Quote Number 00008261  
 Expiration Date 12/31/2023

Ship To Name Murfreesboro Police

Prepared By Nick Newhouse

VirTra STEP Annual Contract Offering

Phone (480) 968-1488  
 Extension 5028  
 Email nnewhouse@virtra.com

## VIRTRA, INC.

### Subscription Training & Equipment Partnership (STEP) AGREEMENT

**AGREEMENT:** This STEP Agreement (the "Agreement") and the Exhibits attached hereto is made and entered by and between the organizations or entities set forth below to provide Customer with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "VirTra Furnished Equipment" or "VFE").

### CONTRACT PRICE SUMMARY:

#### Contract initiation payments (one time.)

Setup & Training: \$6,270.00  
 S&H \$5,500.00

#### Annual Recurring Payment:

Annual Contract \$63,538.38  
 Rate (STEP)

**TERM:** This Agreement will become effective upon the date the customer receives a substantial portion of the Services and VirTra Furnished Equipment listed on Exhibit D and services listed on the VFE Acceptance Checklist (Exhibit C) (the "Effective Date"). This Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of thirty-six (36) months.

**Exhibits:** The following exhibits are incorporated herein by reference and form a material part of this Agreement.

**Exhibit A:** Subscription Training & Equipment Partnership (STEP) Terms and Conditions

**Exhibit B:** Maintenance and Support Agreement.

**Exhibit C:** VFE Acceptance Check List.

**Exhibit D:** Services, Equipment, and Annual Rate Summary

The renewal price shall not exceed the greater of a 3% price escalation or the result as determined for the renewal month in the U.S. Department of Labor Inflation Calculator which may be found on

<https://www.dol.gov/general/topic/statistics/inflation>





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SIGNATURES: By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.



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## FOR CUSTOMER

Signature: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

## FOR VIRTRA

DocuSigned by:

Signature:  \_\_\_\_\_  
25834108C6F14AE...

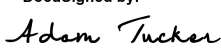
Date: 10/12/2023

Printed Name and Title Alanna Boudreau, CFO

295 East Corporate Place Chandler, AZ 85225  
(480) 968-1488

## APPROVED AS TO FORM:

DocuSigned by:

 \_\_\_\_\_  
43A2035E51F9401...  
Adam F. Tucker, City Attorney

## Exhibit A:

### Subscription Training & Equipment Partnership (STEP) Terms and Conditions

## PRODUCTS AND SERVICES

VirTra agrees to provide the Customer with the Virtra Furnished Equipment (VFE) as enumerated in Exhibit D, including all licenses and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein. Employees and agents of VirTra shall, while on the premises of the Customer, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, VirTra shall be responsible for installation, training, and knowledge transfer activities in relation to the VFE and licenses being supplied, as set forth in Exhibit B of this Agreement. All equipment shall be delivered to Customer site as specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing. Upon any termination or expiration of this Agreement, the VFE and all other related materials provided to Customer hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the VFE and related materials. The VFE and related materials must be returned to VirTra in good repair and with full functionality, considering reasonable wear and tear. VirTra shall provide the VFE and perform work in a professional manner consistent with general industry standards.

## COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

## PRICING

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

## MODIFICATION

No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on either party unless it is in writing and signed by an authorized representative of each party.

## SHIPPING AND RISK OF LOSS

VFE shall be packaged, marked, and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with





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each individual box or package shipped to the Customer. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to the Customer will be F.O.B. point of



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destination. Transportation receipts, if required by contract release purchase order, must accompany invoice.

### **INSPECTION AND RELATED RIGHTS**

All VFE and services are subject to inspection, testing, approval, and acceptance by the Customer. Inspection shall be made prior to execution of the VFE Acceptance Checklist, shown in Exhibit C. In the event that VirTra's VFE is not accepted by Customer due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected VFE. The forgoing shall be the sole remedy in such cases. Customer's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Installation Sign-off.

### **ADJUSTMENT BY VIRTRA**

VirTra shall be entitled to an equitable adjustment of payments to be made by the Customer if the Customer requires a change in the VFE or services to be delivered.

### **PAYMENT**

The Customer's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder. Invoices are prepared on an annual basis.

### **TERMINATION FOR CAUSE**

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for a material breach of a material provision "Cause" upon written notice to the other party. In lieu of terminating for Cause, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

### **DISPUTES**

The laws of the State of Tennessee, USA govern this transaction and Agreement, without regard to conflicts of law. Pursuant to the Constitution and Laws of the State of Tennessee, Customer, the City of Murfreesboro, Tennessee, is a sovereign entity subject only to those courts with jurisdiction over Customer. Notwithstanding any other provision in the Agreement to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transaction.

### **FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include; but not limited to, Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity





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or telecommunication service, or governmental declaration of emergency or disaster if it affects a party.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use its best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions



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could be contemplated.

## **INSURANCE**

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder.

## **LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE**

VirTra represents and warrants that all the VFE and software ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use to the material and supplies accepted shall pass directly from VirTra to Customer at the F.O.B. point, subject to the right of Customer to reject upon inspection.

## **WARRANTY; MAINTENANCE**

VirTra shall provide the warranty and maintenance services set forth in Exhibit B of this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations.

## **SEVERABILITY**

Should any part of the Agreement between Customer and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

## **NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Customer. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Customer so specifies.

## **HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

## **ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

## **EXECUTION & COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein. The parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature.

## **NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be





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effective no sooner than ten (10) days after the date of the notice.

### **CUSTOMER POINT OF CONTACT**

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

### **THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

### **AUTHORITY**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.

### **DATA AND OWNERSHIP**

All content generated or stored by the VFE that is related to the performance and activity of Customer personnel while using the content that is and shall be the sole and exclusive property of Customer. Customer acknowledges and agrees that the VFE provides certain content backup and verification features, and that preservation of the content is the sole and exclusive responsibility of Customer.

Customer hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring VFE performance and function, VFE maintenance, calibration, data aggregation for tests, training results, measurements, etc.

### **CONFIDENTIAL INFORMATION**

"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement unless required by law. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement. To the extent authorized by applicable law, each party shall defend, indemnify, and hold the other party harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by that party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party.

### **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary herein or elsewhere, each party's liability for damages to the other party for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the amounts received by VirTra at the time any claim arises. In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

### **OWNERSHIP OF HARDWARE AND SOFTWARE**

Except as expressly set forth herein, Customer acknowledges and agrees that all right, title, and interest in and to the VFE and or VFE (and the intellectual property rights associated therewith) provided to Customer under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the VFE to Customer. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the VFE to Customer provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the VFE after transference is permitted only by means of a continuing license from VirTra.



## TAXES

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Customer, and Customer agrees to reimburse VirTra for all applicable taxes that Customer is required to collect, regardless of the tax amount being excluded from VirTra's quotes or Customer's Purchase Orders.

Customer must provide VirTra with a correct, valid, and signed tax exemption certificate applicable to the specific licenses and services purchased, relevant to the end use location, prior to VirTra invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Customer to pay all required taxes. Additionally, it will be Customer's responsibility to obtain any tax refunds permitted if VirTra has collected and remitted taxes to a taxing authority.

## LICENSE GRANT

Subject to prompt receipt of full payment and the terms of this Agreement, VirTra hereby grants to Customer a non-exclusive, revocable license to use, at the specific location of the installation, the VirTra Furnished Equipment and software specified in Exhibit D. Customer must promptly notify VirTra in the event of a planned relocation of the equipment.

### Exhibit B

#### Maintenance and Support Agreement

During the term of the Agreement and provided that Customer in material compliance with the terms and conditions set forth in Exhibit A, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1. VirTra system technician on installation site one time during Plan Year to perform the following functions as needed and if applicable. Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

- Upgrade VirTra Operating system (VOS) Features.
- Install new VirTra training scenarios.
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics.
- Clean Simulator Screens.
- Upgrade to most current base library.
- Recalibrate system.
- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items.
- Test Threat-Fire™ Devices for Proper Functionality.
- Test OC & Taser Devices for Proper Functionality.
- Inspect & Test Speakers and Sound FX.
- Provide a List of Inspected Items Provide User Refresher Training.

2. Parts and Labor in the event of a non-functioning system or accessory.

3. Use of VirTra's Advance Replacement Program.

4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5. Travel expenses if a VirTra technician must travel to customer location.

6. Overnight Shipping on all replacement or repaired parts.

7. Remote Assistance where available.

VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. Customer will receive the most current base library at the time of their annual service visit. Not all training





scenarios may be compatible with Customer system and, accordingly, no guarantee of additional scenarios is provided. TASER X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER handle. Limited Quantities and not available for all components.

### **Exhibit C** VFE Acceptance Checklist

- Initial Setup and Testing (Some items may not be applicable) Visually Inspect the system and Explain its Components
- Open each box/container and verify all items are accounted for Setup and Position Screen(s) and CPU Rack
- Layout Speakers, All Wiring and Balance all Sound Levels Install Training Platform (If Applicable)
- Install and Align all Projected Images and Camera Views Test all Weapon Kits and Wireless accessories
- Ensure all User Manuals are Correct for system & Accessories Instructional Training (\*\*Some items may not be applicable) Explain Proper Maintenance and Environmental Conditions Explain the importance of Firearm Safety
- Explain and Demonstrate how to Install Weapon Kits
- Explain and Demonstrate how to properly Maintain Weapon Kits
- Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling Explain and Demonstrate how to Fill the Weapon Magazines
- Explain and Demonstrate how to Properly Boot Up and Shutdown the system Explain the functionality of Wake-On-LAN
- Explain and Demonstrate how to Run VOS™
- Explain the Different Scenario Types and how to run Each Type of Scenario Explain and Demonstrate how to Create Scenario Tags and Filters
- Explain and Demonstrate how to Create Scenario Playlists Explain and Demonstrate how to Add Scenario Favorites Explain and Demonstrate Proper Projector Alignment
- Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools Explain and Demonstrate how to use Diagnostics through V-Tracking Tools
- Explain Laser ID's vs Pulse Lengths
- Explain and Demonstrate how to Add a New Weapon Kit Explain and Demonstrate how to Enter a New Trainee
- Explain and Demonstrate how to assign Trainee's and Weapons Explain and Demonstrate how to Zero a Weapon
- Explain and Demonstrate Directional Surround Sound
- Explain and Demonstrate how to run and Configure VirTra Accessory Controller Explain and Demonstrate how to use VirTra Wireless Devices
- Explain and Demonstrate how to Run a Video Scenario Explain and Demonstrate Scenario Branching
- Explain and Demonstrate Scenario Debrief Explain and Demonstrate Presentation Mode
- Explain and Demonstrate Low-Light
- Explain and Demonstrate TMaR
- Explain and Demonstrate Breach Door
- Explain and Demonstrate how to Create a Marksmanship Trainee Set Explain and Demonstrate how to Boresight in Marksmanship
- Explain and Demonstrate how to Run a Free Fire Course in Marksmanship Explain and Demonstrate how to Run a Pre-built Course in Marksmanship Explain and Demonstrate how to Run Marksmanship Debrief
- Explain and Demonstrate how to Create and Import a Custom Target Explain and Demonstrate how to Create and Import a Custom Course of Fire Explain and Demonstrate how to use VirTra Remote Desktop
- Explain how to access VirTra Administration, including as an Administrator Explain all Icons and their functions of VirTra Administration
- Explain the Safety Precautions and Waiver Explain what consumable items are



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Explain the VirTra Warranty and Customer Service & Support Procedures Show client where manuals are located for system/accessories

Explain and Demonstrate how to run V-Author™

Explain and Demonstrate how to use the VirTra Pano Edit Tool (if applicable)

Explain and Demonstrate how to Import a V-Author™ Scenario (if applicable)

- Explain and Demonstrate how to Export a New V-Author™ Scenario (if applicable)
- Explain and Demonstrate how to Author a Single Screen Scenario (if applicable)
- 

• **Exhibit D:**  
Services, VirTra Furnished Equipment and Annual Rate Summary

•

| Product Code   | Product Description   | Quantity |
|----------------|---|----------|
| V-VICTA-01     | VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan. | 1.00     |
| V-300LE-1      | VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.  | 1.00     |
| VHU-BS-300     | Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems.  | 1.00     |
| V-G17-KIT-1    | Micro-switch activated tetherless handgun recoil kit for the Glock 17. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).   | 4.00     |
| V-G17-SM       | Additional Standard magazine for use with the VTRK-G17 recoil kits.   | 4.00     |
| V-G17-SM-AP    | Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).   | 1.00     |
| V-M4-KIT-1-SM  | VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16. Includes internal laser and one double sealed standard magazine (V-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)   | 4.00     |
| V-M4-ASM       | Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. For use with the V-M4-RK recoil kit. (Requires the VWSA-RFS or VWSA-RFN)   | 4.00     |
| V-M4-SM/ASM-AP | Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).  | 1.00     |
| VWSA-RFS       | Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.  | 1.00     |
| VLSI-SHG       | Non-eject shotgun laser insert for all 12 gauge pump action shotguns. Please contact us to confirm weapon compatibility.  | 2.00     |
| V-OCC-MK3      | Laser-based MK3 model OC training device.   | 2.00     |
| VNLW-TAS-X2    | TASER® X2 simulation cartridges package (left & right assembly.) Works in customer supplied/live TASER X2.  | 2.00     |
| V-FLT-G2X      | G2X laser-based handheld flashlight.  | 2.00     |
| VATU-FLT-TLR1  | Model TLR-1 laser-based weapon mounted flashlight.  | 2.00     |

Annual Contract  
Rate (STEP)

\$63,538.38



## COUNCIL COMMUNICATION

Meeting Date: 10/19/2023

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**Item Title:** Purchase of Public Works Vehicle

**Department:** Public Works Department

**Presented by:** Raymond Hillis

**Requested Council Action:**

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

---

**Summary**

Purchase of three GMC 2500 HD trucks for the Street Department.

**Staff Recommendation**

Approve the purchase of three 2024 GMC 2500 HD trucks and reallocation of Street Department CIP funds.

**Background Information**

The proposed purchase is required for the Street Department's operations. State statute and Council Resolution authorizes cooperative purchases. The purchase of these 2024 GMC Sierra 2500HD Crew Cab trucks will be done through the State of Tennessee General Services and Procurement Office contract with Wilson County Motors to procure the most competitive price for the items the department needs. These trucks will serve as replacements for trucks in our current inventory that have been in a state of decline.

**Council Priorities Served**

*Maintain public safety*

Well-functioning equipment assure the Department is consistently able to respond to the community's needs, provides operational efficiencies and improves employee safety.

**Fiscal Impact**

The expense, \$138,000, is funded by the FY21 & FY22 CIP budget, including a reallocation of \$38,000 in CIP funds from the Street Paving Machine line item.

**Attachments**

1. Price quote from Wilson County Motors
2. State of TN, Dept. of General Services and Procurement Office Contract #80068
3. CIP Funds Reallocation Request
4. City Contract with Wilson County Motors



## Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✔ Complete)

### Price Summary

#### PRICE SUMMARY

|                    | VQ2          | MSRP        |
|--------------------|--------------|-------------|
| Base Price         | \$47,540.40  | \$51,900.00 |
| Total Options      | (\$3,584.00) | \$150.00    |
| Vehicle Subtotal   | \$43,956.40  | \$52,050.00 |
| Destination Charge | \$1,995.00   | \$1,995.00  |
| Grand Total        | \$45,951.40  | \$54,045.00 |

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Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.





## Wilson County Motors

Sabrina Edwards | 615-444-9642 | [Sabrina@wilsoncountyauto.com](mailto:Sabrina@wilsoncountyauto.com)

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro





## Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

## Wilson County Motors

### Prepared By:

Sabrina Edwards  
Wilson County Motors  
615-444-9642  
Sabrina@wilsoncountyauto.com

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Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.





# Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro ( Complete )

## Weight Ratings

### WEIGHT RATINGS

|                                 |              |
|---------------------------------|--------------|
| Front Gross Axle Weight Rating: | N/A          |
| Rear Gross Axle Weight Rating:  | N/A          |
| Gross Vehicle Weight Rating:    | 10450.00 lbs |

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✓ Complete)

### Selected Model and Options

#### MODEL

| CODE    | MODEL  | VQ2         | MSRP        |
|---------|--|-------------|-------------|
| TK20743 | 2024 GMC Sierra 2500HD 4WD Crew Cab 159" Pro | \$47,540.40 | \$51,900.00 |

#### COLORS

| CODE | DESCRIPTION  |
|------|--------------|
| GAZ  | Summit White |

#### EMISSIONS

| CODE | DESCRIPTION                     | VQ2    | MSRP   |
|------|---------------------------------|--------|--------|
| FE9  | Emissions, Federal requirements | \$0.00 | \$0.00 |

#### ENGINE

| CODE | DESCRIPTION   | VQ2    | MSRP   |
|------|---|--------|--------|
| L8T  | Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD) | \$0.00 | \$0.00 |

#### TRANSMISSION

| CODE | DESCRIPTION                                    | VQ2    | MSRP   |
|------|--|--------|--------|
| MKM  | Transmission, Allison 10-Speed automatic (STD) | \$0.00 | \$0.00 |

#### GVWR

| CODE | DESCRIPTION   | VQ2  | MSRP |
|------|---|------|------|
| JGD  | GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with TK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or TC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.) | Inc. | Inc. |

#### AXLE

| CODE | DESCRIPTION  | VQ2    | MSRP   |
|------|--|--------|--------|
| GT4  | Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.) | \$0.00 | \$0.00 |

#### PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION   | VQ2    | MSRP   |
|------|---|--------|--------|
| 1SA  | Pro Preferred Equipment Group includes standard equipment | \$0.00 | \$0.00 |

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WHEELS

| CODE | DESCRIPTION                                       | VQ2    | MSRP   |
|------|---|--------|--------|
| PYN  | Wheels, 17" (43.2 cm) painted steel, Silver (STD) | \$0.00 | \$0.00 |

TIRES

| CODE | DESCRIPTION                                     | VQ2    | MSRP   |
|------|---|--------|--------|
| QHQ  | Tires, LT245/75R17E all-season, blackwall (STD) | \$0.00 | \$0.00 |

SPARE TIRE

| CODE | DESCRIPTION  | VQ2  | MSRP |
|------|--|------|------|
| ZHQ  | Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.) | Inc. | Inc. |

PAINT

| CODE | DESCRIPTION  | VQ2    | MSRP   |
|------|--------------|--------|--------|
| GAZ  | Summit White | \$0.00 | \$0.00 |

SEAT TYPE

| CODE | DESCRIPTION  | VQ2    | MSRP   |
|------|--|--------|--------|
| AZ3  | Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) | \$0.00 | \$0.00 |

SEAT TRIM

| CODE | DESCRIPTION                | VQ2    | MSRP   |
|------|----------------------------|--------|--------|
| H2G  | Jet Black, Vinyl seat trim | \$0.00 | \$0.00 |

RADIO

| CODE | DESCRIPTION  | VQ2    | MSRP   |
|------|--|--------|--------|
| IOR  | Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD) | \$0.00 | \$0.00 |

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✓ Complete)

## ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION  | VQ2      | MSRP     |
|------|--|----------|----------|
| NZZ  | Skid Plates protect the oil pan, front axle and transfer case (Included with (X31) X31 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.) | \$132.00 | \$150.00 |

## CUSTOM EQUIPMENT

| CODE          | DESCRIPTION            | VQ2          | MSRP     |
|---------------|------------------------|--------------|----------|
| Adjustment    | State price adjustment | (\$416.00)   | \$0.00   |
| Gov Asst      | Government Assistance  | (\$3,300.00) | \$0.00   |
| Options Total |                        | (\$3,584.00) | \$150.00 |

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✓ Complete)

### Standard Equipment

#### Package

Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance

#### Mechanical

Pickup bed includes bed assist step

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with TK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or TC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Push Button Start

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Air filter, heavy-duty

Air filtration monitoring

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

#### Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✓ Complete)

### Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

Bed Step, Black integrated on forward portion of bed on driver and passenger side

CornerStep, rear bumper

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Moldings, beltline, Black

Grille (Chrome with flat black grille insert bars.)

Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps

IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist

Tailgate and bed rail protection caps, top

Mirror, inside rearview, manual tilt

### Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2024 GMC Sierra 2500HD (TK20743) 4WD Crew Cab 159" Pro (✓ Complete)

### Entertainment

- Bluetooth for phone connectivity to vehicle infotainment system
- Wireless phone projection for Apple CarPlay and Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

### Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Exterior Temperature Display, located in radio display
- Compass, located in instrument cluster
- Windows, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down
- Door locks, power
- Remote Keyless Entry
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone
- Air vents, rear (Not available with Regular Cab model.)
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

### Safety-Mechanical

- Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

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### Safety-Mechanical

Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps, LED signature lighting

LED Signature DRL's

### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching

Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)

Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)

Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering

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### Safety-Interior

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

### WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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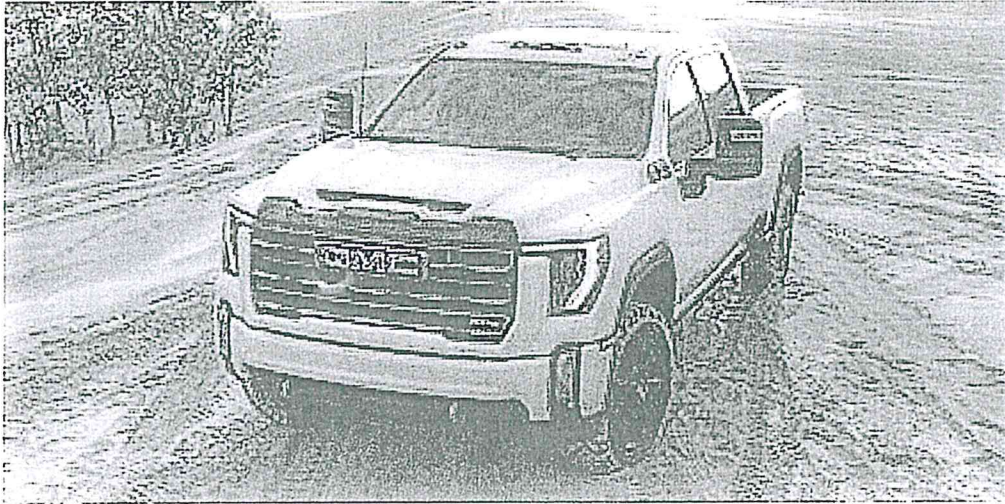
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**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Contract Issued to:**

WILSON COUNTY MOTORS LLC  
903 S HARTMANN DR  
LEBANON, TN 37090

Vendor ID: 0000000869

**Contract Number: 0000000000000000000080068**

Title: SWC209

Start Date : September 01, 2023 End Date: December 31, 2024

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-5971  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID: 1000187754  
*Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 2**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 3**

Item ID: 1000187733  
*Sedans, Hyundai, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 4**

Item ID: 1000187734  
*Sport Utility Vehicles, Hyundai (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 5**

Item ID: 1000187723  
*Sedans, Chevy, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 6**

Item ID: 1000187724  
*Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 7**

Item ID: 1000187725  
*Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset*  
Unit of Measure: EA

**Line 8**

Item ID: 1000187726  
*Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset*  
Unit of Measure: EA

**Line 9**

Item ID: 1000187727



Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset  
Unit of Measure: EA

Line 10

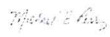
Item ID: 1000187750  
Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset  
Unit of Measure: EA

Line 11

Item ID: 1000187751  
Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset  
Unit of Measure: EA

Line 12

Item ID: 1000187752  
Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset  
Unit of Measure: EA



Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State of TN CFO,  
ou=Department of General Services,  
email=Mike.Ferry@tn.gov, c=US  
Date: 2023.09.12 12:44:07 -05'00'

APPROVED: \_\_\_\_\_  
CHIEF PROCUREMENT OFFICER

BY: Mike Neely

Digitally signed by Mike Neely  
Date: 2023.09.12 07:52:21  
-05'00'

\_\_\_\_\_  
PURCHASING AGENT

\_\_\_\_\_  
DATE



... creating a better quality of life

### CIP Funds Reallocation Request

Mr. Tindall:

Submitted for your approval is the following request to transfer CIP funds. The remaining balance in the Street Department

CIP Loan 2021 Bond

Transfer CIP funds from:

Transfer CIP funds to:

|                       |                |                      |              |
|-----------------------|----------------|----------------------|--------------|
| Street Paving Machine | \$ (38,000.00) | Street 3/4 Ton Truck | \$ 38,000.00 |
|                       |                |                      |              |
|                       |                |                      |              |
|                       |                |                      |              |
|                       |                |                      |              |
|                       |                |                      |              |
|                       |                |                      |              |
|                       |                |                      |              |
|                       |                |                      |              |
|                       |                |                      |              |
| TOTAL TRANSFER        | \$ (38,000.00) | TOTAL TRANSFER       | \$ 38,000.00 |

Explanation: It is requested that \$38,000 be reallocated from the Street Paving Machine line item to the Street 3/4 Ton Trucks line item. After this reallocation, the balance remaining in the Street Paving Machine line item will be \$167,393.71.

[Signature] Date 9-15-23  
Budget Director Signature

[Signature] Date 9/15/23  
Reviewed by Finance

|          |                                     |                                    |
|----------|-------------------------------------|------------------------------------|
| Approved | <input checked="" type="checkbox"/> | <u>[Signature]</u><br>City Manager |
| Declined | <input type="checkbox"/>            | <u>9-15-23</u><br>Date             |

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



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
WILSON COUNTY MOTORS, LLC  
FOR PURCHASE OF (3) 2024 GMC SIERRA 2500HD 4WD CREW CAB 159" PRO**

This Contract is entered into and effective as of \_\_\_\_\_ (the "Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **WILSON COUNTY MOTORS, LLC**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract 80068 with Wilson County Motors, LLC*
- *Price Quotation dated September 13, 2023, from Wilson County Motors, LLC. for Three (3) 2024 2024 GMC Sierra 2500HD 4WD Crew Cab 159" Pro with options as listed, hereinafter referred to as "Contractor's Quote"*
- *Any properly executed amendments to this Contract.*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract 80068 with Wilson County Motors, LLC*
- *Finally, the Contractor's Quote dated September 13, 2023*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase Three (3) 2024 GMC Sierra 2500HD 4WD Crew Cab 159" Pro with options as listed as set forth in the Contractor's Quote dated September 13, 2023.
2. **Term.** The term of this Contract shall from the Effective Date first listed above until the expiration of the State Contract on December 31, 2024. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City has the right to immediately terminate the Contract. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
  - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Contract immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for Three (3) 2024 GMC Sierra 2500HD 4WD Crew Cab 159" Pro with options as listed reflecting an individual unit price of forty five thousand nine hundred fifty-one dollars and forty cents (\$45,951.40) and a **Total Purchase Price of One Hundred Thirty-Seven Thousand, Eight Hundred Fifty-Four Dollars and Twenty Cents (\$137,854.20)**. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
- b. Deliveries of all items for the Street Department shall be made within 180 days of issuance of Purchase Order to Attn: Raymond Hillis– Street Department – 620 W. Main St, Murfreesboro, TN 37130. Contact Person Tracy Brown (tel. 615-893-4380; email: [tbrown@murfreesborotn.gov](mailto:tbrown@murfreesborotn.gov)) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- d. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item shall meet the warranty requirements set forth in the specifications and shall include the manufacturer's standard warranty.

5. **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 Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that



the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Contract 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:
  - 1. Procure for the City the right to continue using the products or services.
  - 2. 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.
  - 3. 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.

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

If to the City of Murfreesboro:

City of Murfreesboro  
Attn: City Manager  
Post Office Box 1139  
111 West Vine Street  
Murfreesboro, TN 37133-1139

If to the Contractor:

Wilson County Motors, LLC  
Sabrina Edwards  
903 S. Hartman Dr.  
Lebanon, TN 37090  
Phone: (615) 444-9642  
[sabrina@wilsoncountyauto.com](mailto:sabrina@wilsoncountyauto.com)

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. 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 the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **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.
13. **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, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.



16. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract and the Contractor's Quote identified above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Contract 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 Contract may only be filed in the courts of Rutherford County, Tennessee.
20. **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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
23. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this Contract as of the "Effective Date" first listed above.

CITY OF MURFREESBORO

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

Wilson County Motors, LLC

By: Sabrina Edwards  
Sabrina Edwards, Fleet Manager

APPROVED AS TO FORM:

Adam Tucker  
Adam F. Tucker, City Attorney

**No Items.**



# COUNCIL COMMUNICATION

Meeting Date: 10/19/2023

**Item Title:** Beer Permits  
**Department:** Finance  
**Presented by:** Jennifer Brown, City Recorder  
**Requested Council Action:**

Ordinance ☐  
Resolution ☐  
Motion ☒  
Direction ☐  
Information ☐

## Summary

TCA 57-5-103 delegates the authority to regulate the sale, distribution, manufacture, or storage of beer to the City where the business is located.

## Staff Recommendation

The applications from the following applicants meet requirements and are recommended to be approved. The permits will only be issued once the permits are approved by the City Council (Beer Board) and building and codes final inspections are passed for regular beer permits or a special event permit is approved for special event beer permits.

## Regular Beer Permits

| Name of Applicant   | Name of Business | Address              | Type of Permit | Type of Business     | Reason           |
|---------------------|------------------|----------------------|----------------|----------------------|------------------|
| Mapco Express, Inc. | Mapco #3344      | 1415 Memorial Blvd   | Off-Premises   | Convenient Store/Gas | Ownership Change |
| Mapco Express, Inc. | Mapco #3654      | 3392 Memorial Blvd   | Off-Premises   | Convenient Store/Gas | Ownership Change |
| Mapco Express, Inc. | Mapco #3162      | 1251 South Church St | Off-Premises   | Convenient Store/Gas | Ownership Change |
| Mapco Express, Inc. | Mapco #3407      | 1320 Memorial Blvd   | Off-Premises   | Convenient Store/Gas | Ownership Change |
| Mapco Express, Inc. | Mapco #3312      | 2430 South Church St | Off-Premises   | Convenient Store/Gas | Ownership Change |

**Special Event Beer Permits**

| <b>Name of Applicant</b>              | <b>Date of Event</b> | <b>Type of Event</b> | <b>Location of Event</b>              |
|---------------------------------------|----------------------|----------------------|---------------------------------------|
| Rutherford County Chamber of Commerce | 11/14/2023           | Networking Event     | Nourish Food Bank-1809 Memorial Blvd. |

**Background Information**

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

**Council Priorities Served**

*Maintain public safety*

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

**Attachments**

Summaries of Request



## Beer Application

Summary of information from the beer application:

|  |                            |
|--|----------------------------|
| <b>Name of Business Entity/Sole Proprietor</b> | Mapco Express, Inc.        |
| <b>Name of Business</b>                        | Mapco #3344                |
| <b>Business Location</b>                       | 1415 Memorial Blvd         |
| <b>Type of Business</b>                        | Convenient Store/Gas       |
| <b>Type of Permit Applied For</b>              | Off-Premises Retail Permit |

Type of Application:

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>New Location</b>       | <input type="checkbox"/>            |
| <b>Ownership Change</b>   | <input checked="" type="checkbox"/> |
| <b>Name Change</b>        | <input type="checkbox"/>            |
| <b>Permit Type Change</b> | <input type="checkbox"/>            |
| <b>Corporation</b>        | <input checked="" type="checkbox"/> |
| <b>Partnership</b>        | <input type="checkbox"/>            |
| <b>LLC</b>                | <input type="checkbox"/>            |
| <b>Sole Proprietor</b>    | <input type="checkbox"/>            |

Manager

|                                  |  |
|----------------------------------|--|
| <b>Name</b>                      | Marvin Hewatt  |
| <b>Age</b>                       | 72   |
| <b>Residency City/State</b>      | Daytona Beach Shores, FL   |
| <b>Race/Sex</b>                  | White/M  |
| <b>Background Check Findings</b> |  |
| City of Murfreesboro:            | No indication of any record that may preclude the applicant for consideration. |
| TBI/FBI:                         | No indication of any record that may preclude the applicant for consideration. |

|  |     |
|--|-----|
| <b>Application Completed Properly?</b> | Yes |
|--|-----|

|  |    |
|--|----|
| <b>Occupancy Application Approved?</b> | No |
|--|----|

The actual beer application is available in the office of the City Recorder.

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

## Beer Application

Summary of information from the beer application:

|  |                            |
|--|----------------------------|
| <b>Name of Business Entity/Sole Proprietor</b> | Mapco Express, Inc.        |
| <b>Name of Business</b>                        | Mapco #3654                |
| <b>Business Location</b>                       | 3392 Memorial Blvd         |
| <b>Type of Business</b>                        | Convenient Store/Gas       |
| <b>Type of Permit Applied For</b>              | Off-Premises Retail Permit |

Type of Application:

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>New Location</b>       | <input type="checkbox"/>            |
| <b>Ownership Change</b>   | <input checked="" type="checkbox"/> |
| <b>Name Change</b>        | <input type="checkbox"/>            |
| <b>Permit Type Change</b> | <input type="checkbox"/>            |
| <b>Corporation</b>        | <input checked="" type="checkbox"/> |
| <b>Partnership</b>        | <input type="checkbox"/>            |
| <b>LLC</b>                | <input type="checkbox"/>            |
| <b>Sole Proprietor</b>    | <input type="checkbox"/>            |

**Manager**

|                                  |  |
|----------------------------------|--|
| <b>Name</b>                      | Marvin Hewatt  |
| <b>Age</b>                       | 72   |
| <b>Residency City/State</b>      | Daytona Beach Shores, FL   |
| <b>Race/Sex</b>                  | White/M  |
| <b>Background Check Findings</b> |  |
| City of Murfreesboro:            | No indication of any record that may preclude the applicant for consideration. |
| TBI/FBI:                         | No indication of any record that may preclude the applicant for consideration. |

|  |     |
|--|-----|
| <b>Application Completed Properly?</b> | Yes |
|--|-----|

|  |    |
|--|----|
| <b>Occupancy Application Approved?</b> | No |
|--|----|

The actual beer application is available in the office of the City Recorder.

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.



## Beer Application

Summary of information from the beer application:

|  |                            |
|--|----------------------------|
| <b>Name of Business Entity/Sole Proprietor</b> | Mapco Express, Inc.        |
| <b>Name of Business</b>                        | Mapco #3162                |
| <b>Business Location</b>                       | 1251 South Church St       |
| <b>Type of Business</b>                        | Convenient Store/Gas       |
| <b>Type of Permit Applied For</b>              | Off-Premises Retail Permit |

Type of Application:

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>New Location</b>       | <input type="checkbox"/>            |
| <b>Ownership Change</b>   | <input checked="" type="checkbox"/> |
| <b>Name Change</b>        | <input type="checkbox"/>            |
| <b>Permit Type Change</b> | <input type="checkbox"/>            |
| <b>Corporation</b>        | <input checked="" type="checkbox"/> |
| <b>Partnership</b>        | <input type="checkbox"/>            |
| <b>LLC</b>                | <input type="checkbox"/>            |
| <b>Sole Proprietor</b>    | <input type="checkbox"/>            |

Manager

|                                  |  |
|----------------------------------|--|
| <b>Name</b>                      | Marvin Hewatt  |
| <b>Age</b>                       | 72   |
| <b>Residency City/State</b>      | Daytona Beach Shores, FL   |
| <b>Race/Sex</b>                  | White/M  |
| <b>Background Check Findings</b> |  |
| City of Murfreesboro:            | No indication of any record that may preclude the applicant for consideration. |
| TBI/FBI:                         | No indication of any record that may preclude the applicant for consideration. |

Application Completed Properly? Yes

Occupancy Application Approved? No

The actual beer application is available in the office of the City Recorder.

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

## Beer Application

Summary of information from the beer application:

|  |                            |
|--|----------------------------|
| <b>Name of Business Entity/Sole Proprietor</b> | Mapco Express, Inc.        |
| <b>Name of Business</b>                        | Mapco #3407                |
| <b>Business Location</b>                       | 1320 Memorial Blvd         |
| <b>Type of Business</b>                        | Convenient Store/Gas       |
| <b>Type of Permit Applied For</b>              | Off-Premises Retail Permit |

Type of Application:

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>New Location</b>       | <input type="checkbox"/>            |
| <b>Ownership Change</b>   | <input checked="" type="checkbox"/> |
| <b>Name Change</b>        | <input type="checkbox"/>            |
| <b>Permit Type Change</b> | <input type="checkbox"/>            |
| <b>Corporation</b>        | <input checked="" type="checkbox"/> |
| <b>Partnership</b>        | <input type="checkbox"/>            |
| <b>LLC</b>                | <input type="checkbox"/>            |
| <b>Sole Proprietor</b>    | <input type="checkbox"/>            |

Manager

|                                  |  |
|----------------------------------|--|
| <b>Name</b>                      | Marvin Hewatt  |
| <b>Age</b>                       | 72   |
| <b>Residency City/State</b>      | Daytona Beach Shores, FL   |
| <b>Race/Sex</b>                  | White/M  |
| <b>Background Check Findings</b> |  |
| City of Murfreesboro:            | No indication of any record that may preclude the applicant for consideration. |
| TBI/FBI:                         | No indication of any record that may preclude the applicant for consideration. |

|  |     |
|--|-----|
| <b>Application Completed Properly?</b> | Yes |
|--|-----|

|  |    |
|--|----|
| <b>Occupancy Application Approved?</b> | No |
|--|----|

The actual beer application is available in the office of the City Recorder.

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.



## Beer Application

Summary of information from the beer application:

|  |                            |
|--|----------------------------|
| <b>Name of Business Entity/Sole Proprietor</b> | Mapco Express, Inc.        |
| <b>Name of Business</b>                        | Mapco #3312                |
| <b>Business Location</b>                       | 2430 South Church St       |
| <b>Type of Business</b>                        | Convenient Store/Gas       |
| <b>Type of Permit Applied For</b>              | Off-Premises Retail Permit |

Type of Application:

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>New Location</b>       | <input type="checkbox"/>            |
| <b>Ownership Change</b>   | <input checked="" type="checkbox"/> |
| <b>Name Change</b>        | <input type="checkbox"/>            |
| <b>Permit Type Change</b> | <input type="checkbox"/>            |
| <b>Corporation</b>        | <input checked="" type="checkbox"/> |
| <b>Partnership</b>        | <input type="checkbox"/>            |
| <b>LLC</b>                | <input type="checkbox"/>            |
| <b>Sole Proprietor</b>    | <input type="checkbox"/>            |

Manager

|                                  |  |
|----------------------------------|--|
| <b>Name</b>                      | Marvin Hewatt  |
| <b>Age</b>                       | 72   |
| <b>Residency City/State</b>      | Daytona Beach Shores, FL   |
| <b>Race/Sex</b>                  | White/M  |
| <b>Background Check Findings</b> |  |
| City of Murfreesboro:            | No indication of any record that may preclude the applicant for consideration. |
| TBI/FBI:                         | No indication of any record that may preclude the applicant for consideration. |

|  |     |
|--|-----|
| <b>Application Completed Properly?</b> | Yes |
|--|-----|

|  |    |
|--|----|
| <b>Occupancy Application Approved?</b> | No |
|--|----|

The actual beer application is available in the office of the City Recorder.

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

## Special Event Beer Application

Summary of information from the beer application:

**Name of Non-Profit Organization**  
**Organization Address**

Rutherford County Chamber of Commerce  
3050 Medical Center Parkway

**Event Location**

Nourish Food Bank  
1809 Memorial Blvd  
11/14/2023

**Event Date**

**Event Time**

4:00 p.m. until 7:00 p.m.

**Period for Beer to be Served**

4:00 p.m. until 7:00 p.m.

**Nature and Purpose of Event**

Networking Event

**Approximate Number of Persons Expected to Attend**

300

**Special Event Permit Approved?**

No

**Application Completed Properly?**

Yes

**Internal Revenue Letter Provided?**

Yes

The actual beer application is available in the office of the City Recorder.



**No Items.**

