

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
November 30, 2023

PRAYER

Mayor Shane McFarland

PLEDGE OF ALLEGIANCE

Public Comment on Actionable Agenda Items

Consent Agenda

1. Mandatory Referral for Abandonment of a Right-of-Way Along Northwest Broad Street (Planning)
2. Transfer of Firearms to a Retiring or Separating Officer (Police)
3. O&M Vehicle Purchase Contract Amendment (Water Resources)

Old Business

Ordinance

4. Ordinance 23-O-34 FY24 Budget Amendment (2nd and Final Reading)
(Administration)

New Business

Land Use Matters

5. Plan of Services and Annexation for Property Along New Salem Highway and Barfield Road (Planning)
 - a. Public Hearing: Plan of Services and Annexation
 - b. Plan of Services: Resolution 23-R-PS-32
 - c. Annexation: Resolution 23-R-A-32
6. Amending the PUD Zoning for Property Along Cason Trail (Planning)
 - a. Public Hearing: Zone 121 acres
 - b. First Reading: Ordinance 23-OZ-33
7. Sewer Allocation Variance- Jack Byrnes Drive – Big Blue Marble Academy (Planning)
8. Rescheduling Public Hearings (Planning)

On Motion

9. Taxiway A and Apron Pavement Rehabilitation Grant and Work Authorization Amendments (Airport)
10. Town Creek Task Order 6 11-30-2023 (Administration)
11. Purchase of Police Vehicles from Ford of Murfreesboro (Police)
12. Purchase of Police Vehicles from Lonnie Cobb Ford (Police)
13. Purchase of Police Vehicles from Columbia Dodge (Police)
14. Purchase of Roll Out Carts (Solid Waste)
15. Purchase of Lytx Camera System (Solid Waste)

Board & Commission Appointments

Licensing

16. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Mandatory Referral for Abandonment of a Right-of-Way Along Northwest Broad Street

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider request to allow abandonment of a right-of-way on property located at 1935 Northwest Broad Street.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on November 1, 2023.

Background Information

In this mandatory referral [2023-728], Council is being asked to consider abandoning a right-of-way on property located at 1935 Northwest Broad Street. The subject property is developed with 84 Lumber. A site plan was recently approved for the expansion of the 84 Lumber facility on the adjacent lot to the north. A condition of approval of the site plan was the consolidation of the existing 84 Lumber property with the parcel on which they seek to expand. When reviewing the resubdivision plat, staff noticed an existing right-of-way, which has never been developed with a public roadway, on the existing 84 Lumber parcel. In fact, a portion of the subject right-of-way is encumbered with an existing 84 Lumber building. Staff studied the abandonment of the right-of-way in consultation with other departments and utilities and determined that the right-of-way is no longer needed. Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

1. The applicant shall be required to submit the documents to the City Legal Department necessary to draft the quitclaim deed. The quitclaim deed will be subject to the final review and approval of the City Legal Department.
2. The applicant shall be responsible for recording the quitclaim deed, including the payment of any recording fees.
3. The abandoned ROW shall be incorporated into the existing parcel(s) via a subdivision plat recorded at the Register of Deeds Office.
4. Public Access and Parking easements shall be recorded to accommodate the

existing Greenway Trail access and parking.

Council Priorities Served

Establish Strong City Brand

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

Improve Economic Development

The abandonment of this easement will allow an existing business more flexibility in the use of its land, which will help to facilitate its growth.

Attachments:

1. Staff comments from 11/01/2023 Planning Commission meeting
2. Letter and exhibits from applicant

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
NOVEMBER 1, 2023
PROJECT PLANNER: AMELIA KERR**

6.a. Mandatory Referral/ROW Abandonment [2023-728] to consider the abandonment of a right-of-way on property at 1935 Northwest Broad Street, Huddleston-Steele Engineering, Inc. on behalf of 84 Lumber Company applicant.

The subject right-of-way (ROW) consists of an area located on 84 Properties, LLC property west of Northwest Broad Street and east of the CSX railroad ROW. More specifically, the ROW in question is located on the parcel addressed as 1935 Northwest Broad Street. It was recorded in 1949 on the Thos. Henry White Farm subdivision plat (Deed Book 104, Page 137). The area surrounding the subject ROW is zoned Heavy Industrial (HI).

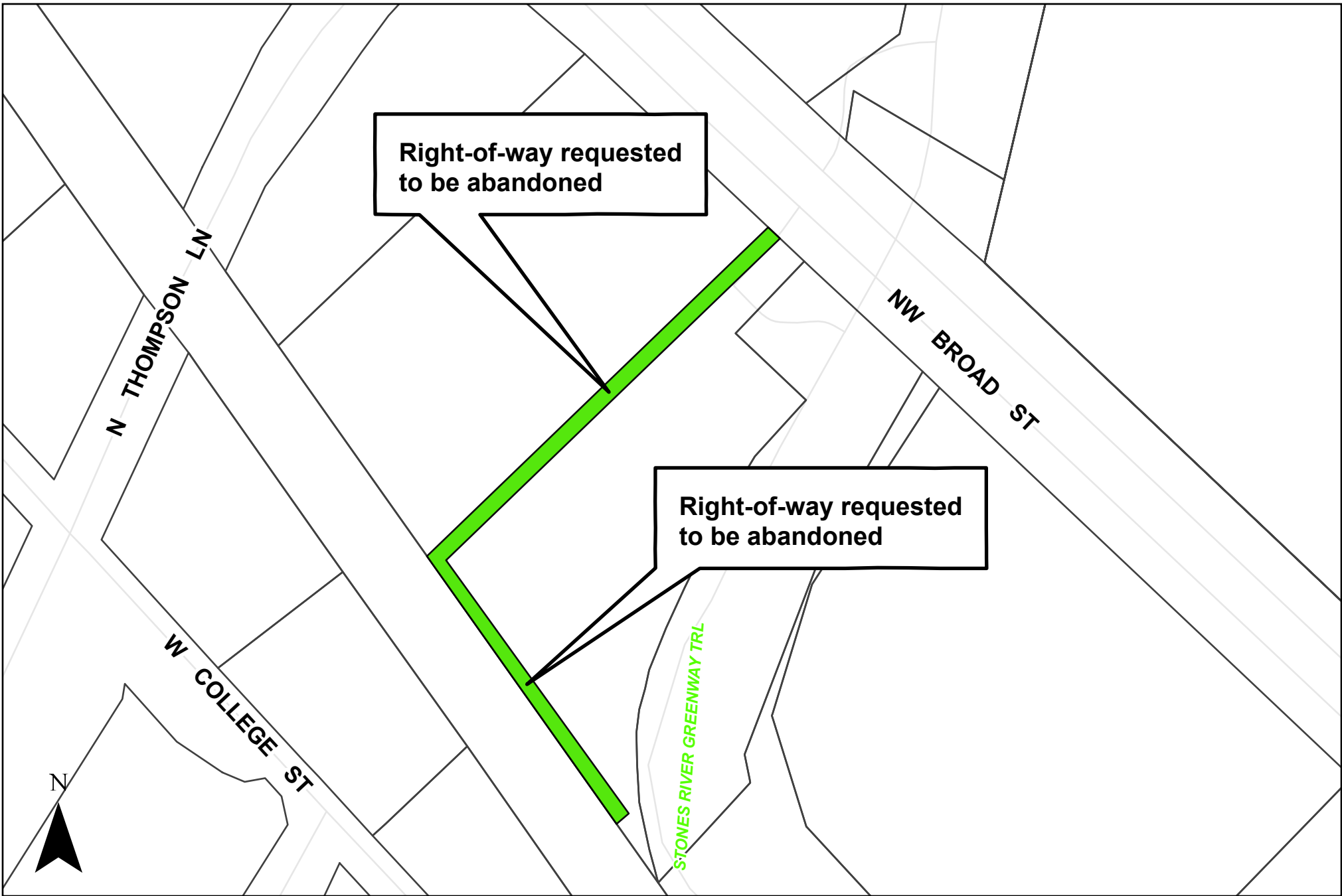
The business located on the property, 84 Lumber, has plans to expand its facilities onto the property to the north of the subject ROW. One of the conditions of the approval of the site plan was to record a resubdivision plat, combining all of the 84 Properties lots into one lot. Because this ROW appears to be excess and no longer needed for its original intended public purpose, 84 Properties, LLC, has requested that it be abandoned. Staff urged the property owner to move forward with the ROW abandonment request as the public function of this segment of ROW appears to be minimal because it is currently beneath the subject property's existing storage building. If abandoned, the subject ROW will be quitclaimed to the adjacent property owner and the plat will be updated before it is recorded to show this ROW as having been abandoned.

Included in the agenda materials is the ROW abandonment study prepared by Staff. The Engineering Department requires that the request to abandon the ROW be subject to submission and recording of a subdivision plat that will provide a Public Access easement for the benefit of the City and of the users of the Greenway trailhead. This easement should coincide with the driveway that leads to the Greenway trailhead parking area. Also, a Public Parking easement should be recorded for the benefit of the City and of the users of the Greenway trail and should coincide with the existing parking spaces for the trailhead. The ROW abandonment and final plat recording should be done simultaneously.

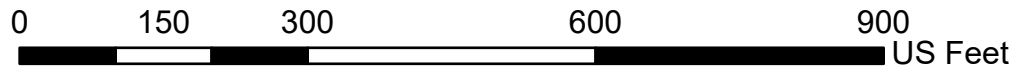
Staff recommends that any approval of the ROW abandonment request be made subject to the following comments:

- 1) The applicant shall be required to submit the necessary documents to the City Legal Department required to draft the quitclaim deed. The quitclaim deed will be subject to the final review and approval of the City Legal Department.
- 2) The applicant shall be responsible for recording the quitclaim deed, including the payment of any recording fees.
- 3) The abandoned ROW shall be incorporated into the existing parcel(s) via a subdivision plat recorded at the Register of Deeds Office.
- 4) Public Access and Parking easements shall be recorded to accommodate the existing Greenway Trail access and parking.

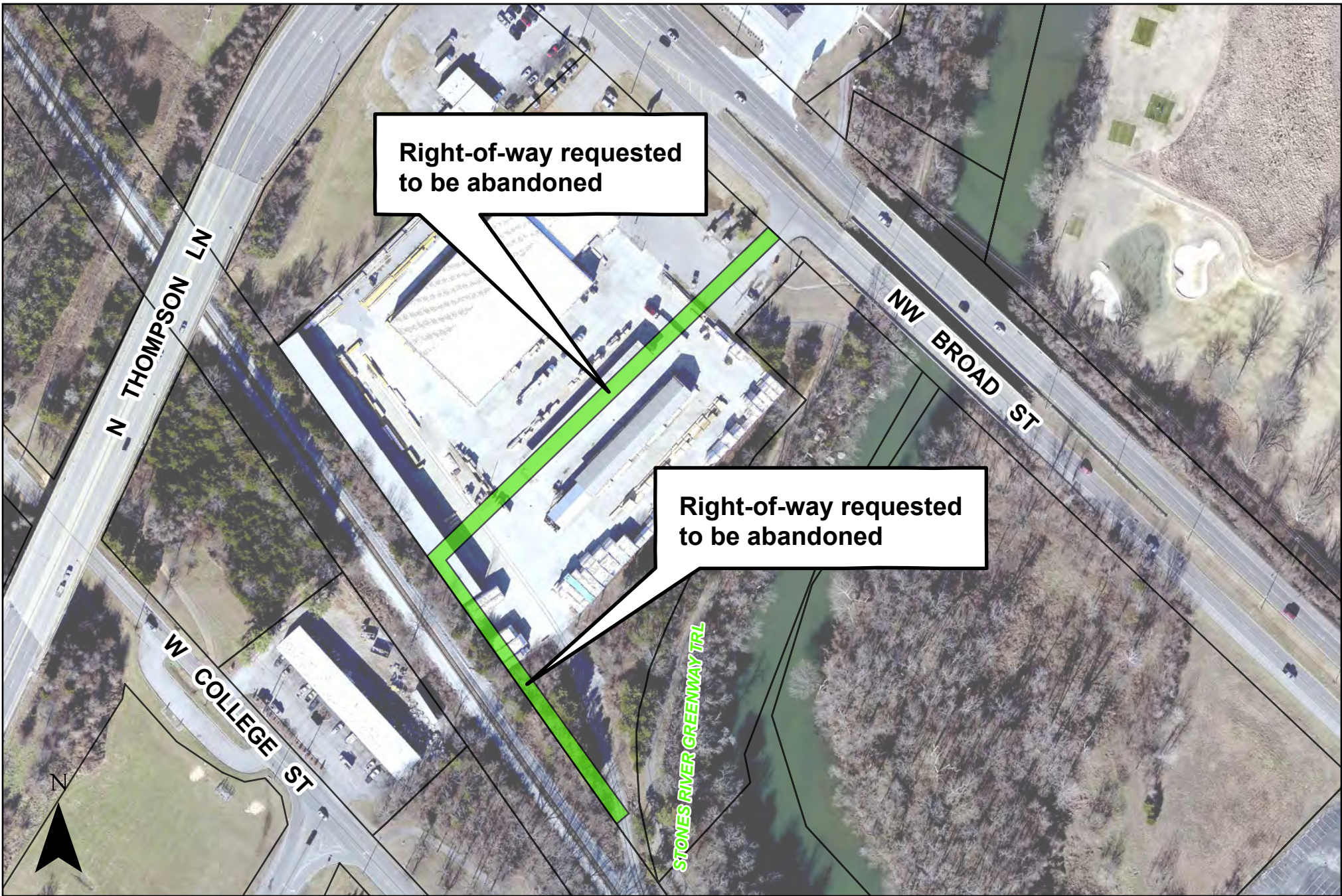
The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation for City Council.



Request to abandon public right-of-way
southwest of Northwest Broad Street



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



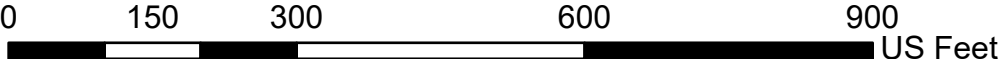
Right-of-way requested to be abandoned

Right-of-way requested to be abandoned

STONES RIVER GREENWAY TRL



Request to abandon public right-of-way southwest of Northwest Broad Street



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



City of Murfreesboro
Mandatory Referral Application

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

Mandatory Referral Fees:

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

Property Information:

Tax Map/Group/Parcel: 080-004.00

Address (if applicable): 1945 & 1935 NW BROAD ST

Street Name (if abandonment of ROW):

Type of Mandatory Referral: abandonment of right of way

Applicant Information:

Name of Applicant: Guy A. Flament, Jr.

Company Name (if applicable): 84 Lumber Company

Street Address or PO Box: 1019 Route 519, Building 5

City: Eighty Four

State: PA

Zip Code: 15330

Email Address: Guy.Flament@84Lumber.com

Phone Number: 412-287-4347

Required Attachments:

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

Guy A. Flament, Jr.

Applicant Signature

9/12/2023

Date

August 31, 2023

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

Re: Abandonment of a 20' Right-Of-Way
84 Lumber
1935 N.W. Broad St.
Murfreesboro, TN

Dear Mr. McKnight:

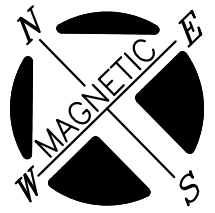
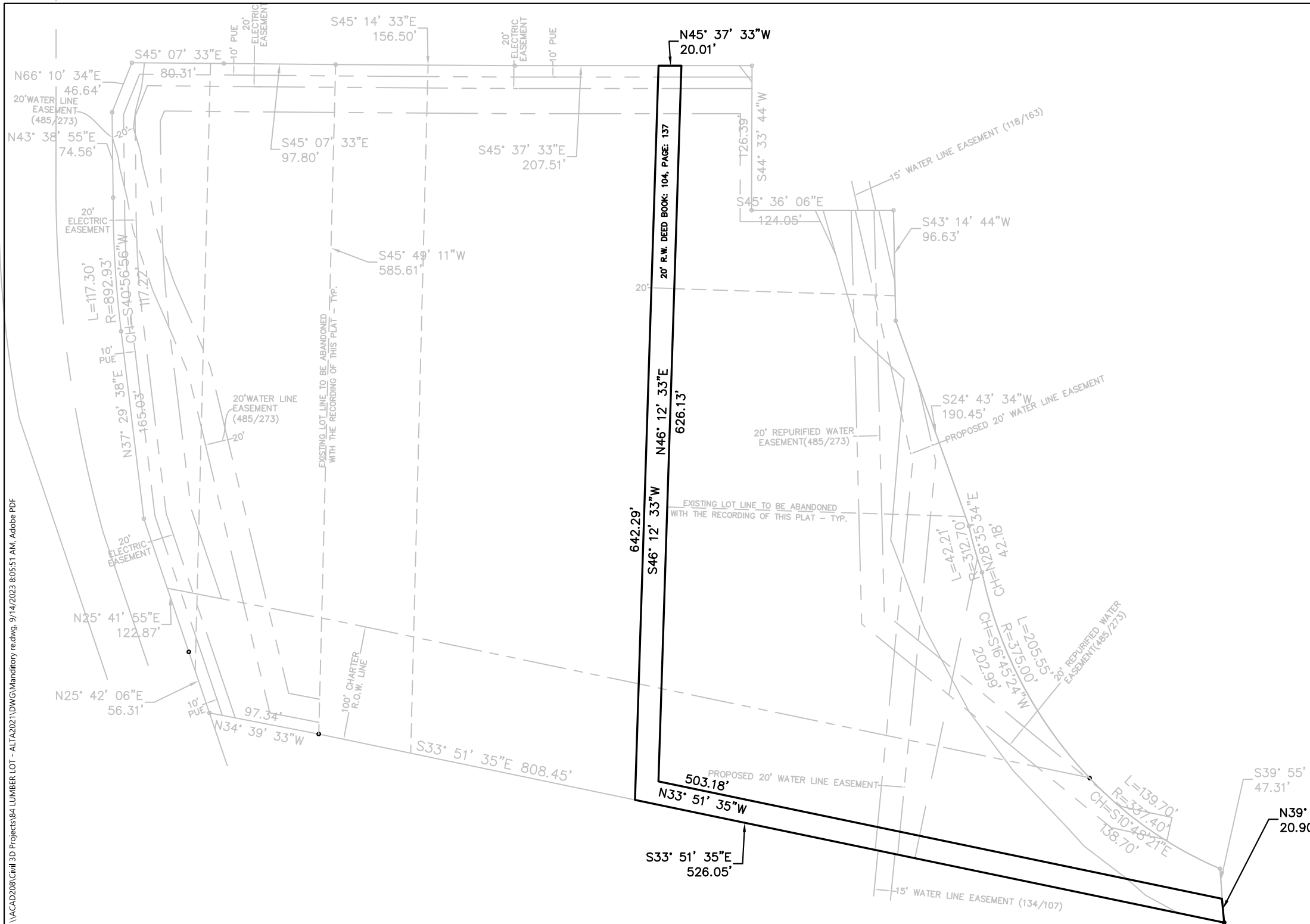
At the request of our client, 84 Lumber, we hereby make a request to abandon a 20' Right-Of-Way at 1935 N.W. Broad St. with a mandatory referral by Planning Commission and City Council. Property description and an exhibit are attached.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

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

\\VACAD208\Civil\3D Projects\84 LUMBER LOT - ALTA2021\DWG\Mandatory re.dwg, 9/14/2023 8:05:51 AM, Adobe PDF



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 2115 N.W. BROAD STREET, MURFREESBORO, TN 37128
 TELEPHONE : (615)893 - 4084, FAX: (615)893 - 0080

EXHIBIT
THOS. HENRY WHITE FARM
SUBDIVISION RESUBDIVISION
OF LOTS 1-6

15TH CIVIL DISTRICT - RUTHERFORD COUNTY - TN
 DATE: August, 2023 SCALE 1"=100' SH. 1 OF 1

Property Description
84 Properties, LLC
Tax Map 80, Part of Parcel 4.00

Mandatory Referral to Remove 20' Right-of-Way

Located in the 13th Civil District of Rutherford County, Tennessee. Bound on the north by Northwest Broad Street & US Highway 41 & State Route 1; on the east and west by the remaining property of 84 Properties, LLC (Tax Map 80, Parcel 4.00); and on the south by the centerline of CSX Railroad (Plat Book 25, Page 107).

Beginning at a point in the west line of City of Murfreesboro Greenway Project that is a southeast corner of this property; thence N39°15'01"E, 20.90 feet to a point; thence along a southwest line of the remaining property of 84 Properties, LLC N33°51'35"W, 503.18 feet to a point; thence along a west line of said remaining property N46°12'33"E, 626.13 feet to a point in the southwest right-of-way of Northwest Broad Street; thence N45°37'33"W, 20.01 feet to a point; thence leaving said right-of-way along an east line of the remaining property of 84 Properties, LLC S46°12'33"W, 642.29 feet to a point; thence along the centerline of CSX Railroad S33°51'35"E, 526.05 feet to **The Point of Beginning** containing, 22,975.47 SF FT, more or less.

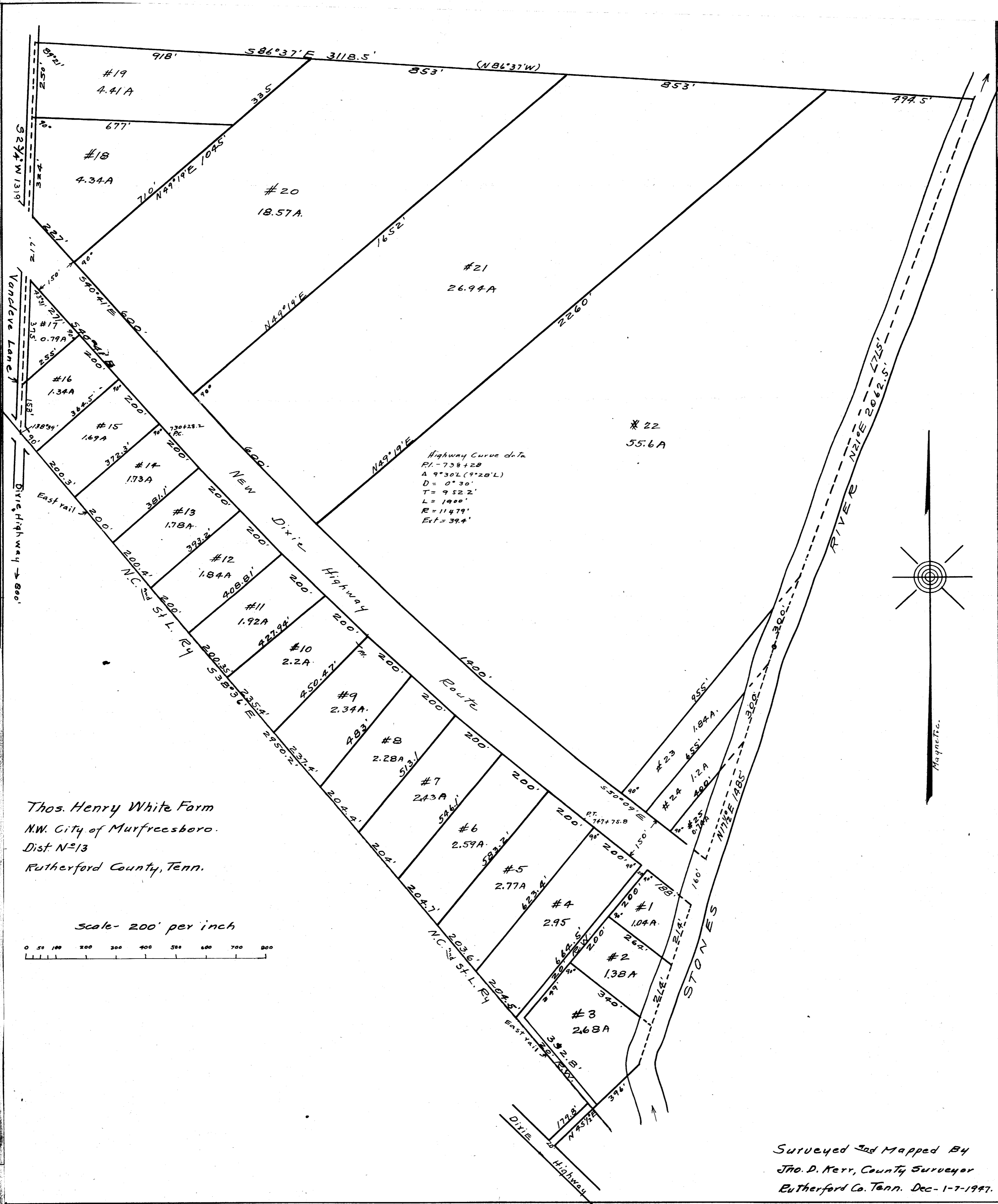
Prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, TN 37129



THOS. HENRY WHITE FARM

Deed Book 104, Page 137

Filed June 8, 1949, at 11:45 A.M., Notebook 9, Page 272



For Revision of Portion of Henry White Farm, see Plat Book 1, page 14.
 For Revision II, see Plat Book 1, page 121.
 For Resubdivision of Lots 5 + 6, see Plat Book 25, page 107.

See Revision of Portion of Henry White Farm, see Plat Book 1, page 14.
 See Revision II, see Plat Book 1, page 121.

Memorandum

To: Greg McKnight, Planning Director & Matthew Blomeley, Assistant Planning Director
From: Amelia Kerr, Planner
Date: October 1, 2023
Re: Mandatory Referral 2023-728: Abandonment of a public right-of-way at 84 Lumber property located at 1935 & 1945 NW Broad Street

Following is a summary of the City department staff and utility provider comments regarding the requested right-of-way (ROW) abandonment.

Engineering & Streets Departments

The request to abandon ROW should be subject to submission and recording of a subdivision plat that will provide a Public Access easement for the benefit of the City and of the users of the greenway. This easement should coincide with the driveway that leads to the greenway parking area. Also, a Public Parking easement should be recorded for the benefit of the City and of the users of the greenway. This easement should coincide with the existing parking spaces for the trailhead. The ROW abandonment and final plat recording should be done simultaneously.

Fire and Rescue Department

MFRD does not object to the abandonment.

Police Department

MPD does not object to the abandonment.

Solid Waste Department

The ROW abandonment at 84 Lumber will not impact the Solid Waste Department.

Murfreesboro Water Resources Department (MWRD)

MWRD has no objection to the abandonment of the ROW.

Consolidated Utility District (CUD)

CUD does not have any utilities in this area. It is in the MWRD service area. The proposed ROW abandonment will have no impact on CUD.

Middle Tennessee Electric Members Cooperative (MTE)

MTE has no facilities within the shown area and no comments regarding the ROW abandonment.

AT&T

AT&T has no issues with the ROW abandonment, there is an existing service line that is not affected by the ROW abandonment.

Atmos Energy

Atmos does not have any facilities in the area of the ROW abandonment.

Comcast

Multiple attempts have been made by email and phone to reach this entity with no response.

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Transfer of Firearms to a Retiring or Separating Officer

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Resolution 23-R-31 authorizing MPD to present retiring or separating officers with their badge or service sidearm.

Staff Recommendation

Approve Resolution 23-R-31 to amend the criteria which allows a retiring or officers serving long-term the opportunity to receive their badge and service sidearm at the time of separation from the City.

Background Information

MPD has presented retiring police officers with service weapons since 1996. It is the desire of the department to recognize and honor police officers who retire or separate employment in good standing. Due to changes in the pension system, additional language is required to allow officers hired after July 1, 2010, and no longer a part of the pension system, to receive their service sidearm after 15 years of continuous service and meeting the previously established retirement age of 55 years old.

Fiscal Impact

None.

Attachments

Resolution 23-R-31

RESOLUTION 23-R-31 authorizing the Murfreesboro Police Department to present police officers who retire or separate employment in good standing and that meet the additional requirements of this resolution with their badge and service sidearm.

WHEREAS, it is the desire of the Murfreesboro City Council to recognize and honor police officers who retire or separate employment in good standing after fifteen years of service; and,

WHEREAS, for many police officers, their badge and service sidearm have special meaning and significance; and,

WHEREAS, the City has presented retiring police officers with service weapons since 1996; and,

WHEREAS, since such equipment has economic value to the City, these gifts should be authorized by the City Council; and,

WHEREAS, changes in the pension system require the addition of language to allow officers hired after July 1, 2010, to receive their service sidearm when meeting the same fifteen (15) year continuous service requirement and reaching the previously established "retirement age" criteria established in the pension system prior to July 1, 2010.

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

SECTION 1. Upon the retirement, in good standing, of a Murfreesboro Police Officer with at least fifteen (15) years of service with the City of Murfreesboro, the City shall present to the retiring employee, the employee's badge and service sidearm. Such badge and sidearm may be placed in an appropriate commemorative box and presented to the officer.

SECTION 2. Upon the separation of employment, in good standing, of a Murfreesboro Police Officer with at least fifteen years of continuous service with the City of Murfreesboro and who has reached the age of 55 years, the City shall present to the separating employee, the employee's badge and service sidearm. Such badge and sidearm may be placed in an appropriate commemorative box and presented to the officer.

SECTION 3. Transfers of firearms to a retiring or separating officer will be conducted through a Federal Firearms Licensee.

SECTION 4. This Resolution shall apply to all retirements and separations described above following passage of this resolution.

SECTION 5. That 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
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Adam F. Tucker
City Attorney

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: O&M Vehicle Purchase – Contract Amendment

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase 2024 GMC Sierra 4wd Crew Cab with crane.

Staff Recommendation

Approve the purchase of this vehicle from Wilson County Motors utilizing State of Tennessee Contract pricing.

Background Information

The vendor was unable to supply the 2024 Chevrolet Silverado with Crane previously approved November 2, 2023. Staff worked with Wilson County Motors to secure a similar truck. The original purchase prices was \$102,271. The increase in price for the GMC Sierra is \$202.

Council Priorities Served

Responsible budgeting

Review of local vendors and statewide contracts have afforded the Department the best price for the replacement vehicle.

Fiscal Impact

The cost difference of \$202, will be funded through MWRD’s FY24 rate funded capital budget.

Attachments

Wilson County Motors Amendment

**FIRST AMENDMENT
TO THE CONTRACT
BETWEEN THE CITY OF MURFREESBORO
AND
WILSON COUNTY MOTORS, LLC**

This First Amendment ("First Amendment") to the Contract for Purchase of a Vehicle, entered into November 3, 2023 ("Contract"), is effective as of _____ 2023 ("Effective Date"), by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, and Wilson County Motors, LLC ("Contractor"), a Tennessee limited liability company.

RECITALS

WHEREAS, on November 3, 2023, the City entered into the Contract with Contractor for the purchase of one 2024 Chevrolet Silverado 3500 (CK30953) Double Cab 162" Work Truck with Crane and options listed per Contractor's Quote pursuant to State of Tennessee Contract Number 80068;

WHEREAS, due to manufacturer supply chain and inventory issues, said Work Truck will not be available to Contractor in a timely manner;

WHEREAS, the City has identified an alternate vehicle which may also be purchased pursuant to State Contract Number 80068 with timely availability; and

WHEREAS, Section 10 of the Contract provides for modifications to the Contract by written agreement of the parties.

NOW THEREFORE, the City and Contractor mutually agree as follows:

1. **Price Quote Sheet:** The Price Quote Sheet referenced in the Contract shall be amended to reflect *Price Quote Sheet dated November 17, 2023 from Wilson County Motors, LLC for a 2024 GMC Sierra 3500 4wd Crew Cab 147" Work Truck (TK30953) with Crane and options as listed on quote*, attached hereto as Attachment 1 and incorporated into the Contract by reference.
2. **Duties and Responsibilities of Contractor:** Section 1 of the Contract shall be amended to delete the reference to "2024 Chevrolet Silverado 3500 Double Cab 162" (CK30953) with Crane and options as listed" and replace it with "2024 GMC Sierra 3500 (TK30953) 4WD Crew Cab 147 Work Truck with Crane and options as listed."
3. **Price; Compensation; Method of Payment:** Section 3.a of the Contract shall be amended to delete "a Total Price of \$102,271.04" and replace it with "a Total Price of \$102,483.04," as set forth in the Price Quote Sheet dated November 17, 2023.
4. **No Other Amendment or Modification:** Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

ENTERED INTO this _____, 2023.

CITY OF MURFREESBORO

WILSON COUNTY MOTORS, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
Danielle Rodriguez
By: _____
Danielle Rodriguez, Fleet Manager

Approved as to form:

DocuSigned by:
Adam Tucker

Adam F. Tucker, City Attorney

THANK YOU FOR YOUR BUSINESS!



COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: FY24 Budget Amendment
Department: Administration
Presented by: Erin Tucker, Budget 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

Amendment to the City's FY24 Budget Ordinance.

Staff Recommendation

Approve Ordinance 23-O-34, amending the City's budget on second reading.

Background Information

FY23 Reserve Adjustments

The FY24 Budget includes carryforward of funding from FY23 that were budgeted but not spent before June 30, 2023. The budgeted carryforward should be adjusted as follows:

Prior Year Carryforward Adjustments

General Fund:

The FY24 Budget estimated \$17.7 million in expenses carried forward from the FY23 Budget. Once the financial records' year-end closing process completed, actual carry-forward expenses total \$23.6 million, resulting in \$4.9 million in adjustments to use of Assigned fund balances and \$452,177 million in adjustments to use of Unassigned Fund Balance. The details are listed in Attachment 2.

Airport Fund:

The FY24 Budget omitted \$1.2 million in expenses for the t-hangar site preparation work funded as a transfer from General Fund. In addition, the estimated revenues from General Fund for this project was under-budgeted by \$599,918.

FY24 Adjustments

At the October 12, 2023, City Council meeting, Council approved the addition of a Deputy Police Chief. This results in an increased headcount and a budget impact of \$170,615.

Community Development:

As in prior years, the Community Development budget is being adjusted to align with the actual grant award for the current year, which was not available until after budget adoption, as well as the final amounts of carryover from the previous years' grants. Revenues need to be increased by \$854,758 and expenditures need to be increased by

\$1,025,222 respectively, resulting in a net increased use of Unassigned Fund balance of \$170,644.

ARPA Grants – City Schools and Volunteer Behavioral Health:

The budgets for subrecipients for ARPA funds are being adjusted to align with the final amounts of carryover from the previous years’ grant. Revenues and expenditures need to be decreased by \$172,562 respectively.

FY24 CIP Projects

The FY24 CIP proposes use of \$15 million of Unassigned Fund Balance for capital projects and approximately \$36.3 million of proceeds from the sale of Murfreesboro Electric Department. These projects are identified in Attachment 3 in the FY24 CIP Summary Schedule.

Council Priorities Served

Responsible Budgeting

The budget amendments reflect the City’s increased revenues and expenses.

Fiscal Impact

The amendment for the prior-year and current year adjustments to the City’s FY24 General Fund budget results in an increase to use of Assigned fund balances of \$4,855,662 and use of Unassigned Fund Balance of \$793,435.

The amendments for the FY24 CIP projects result in a use of \$36.3 million of Assigned fund balances (MED Sale Proceeds) and \$15 million of Unassigned Fund Balance.

The amendment to the Airport’s budget results in an increase in the budgeted use of Airport’s fund balance of \$32,177.

Attachments

1. FY24 City Budget Ordinance 23-O-34 and Exhibits A and B
2. Detailed List of FY23 carryforward items
3. FY24 CIP Summary Schedule

ORDINANCE 23-O-34 amending the Fiscal Year 2024 (hereafter “FY2024”) Budget (2nd Amendment).

WHEREAS, the City Council adopted the FY2024 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 23-O-18, on June 8, 2023 to implement the FY2024 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2024 Budget and authorized full-time position counts adopted by this Ordinance to incorporate expenditure and hiring decisions made during the 2023-2024 fiscal year.

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

SECTION 1. The FY2024 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. The FY2024 Authorized Full-time Position Counts adopted by the City Council is hereby revised and amended as shown on Exhibit B, attached hereto.

SECTION 3. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2024 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

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Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
General Fund				
<u>Revenues</u>				
	<u>Unassigned</u>			
Community Development	Federal Grants - CV	\$	155,013.21	\$ 155,013.21
Community Development	Federal Grants - CDBG	\$ 966,141.00	\$ 1,568,137.10	\$ 601,996.10
Community Development	Program Income - CDBG	\$ 50,000.00	\$ 90,000.00	\$ 40,000.00
Community Development	Federal Grants - HOME	\$ 942,234.00	\$ 999,802.69	\$ 57,568.69
General Fund (Non-Departmental)	Grant Revenues	\$ 17,430,275.00	\$ 17,880,949.24	\$ 450,674.24
Police	Federal Grants		\$ 67,687.40	\$ 67,687.40
				<u>\$ 1,372,939.64</u>
<u>Expenditures</u>				
	<u>Assigned - Prior Year Carryforward</u>			
Parks & Recreation	Professional Services	\$ 194,400.00	\$ 63,811.62	\$ (130,588.38)
Police	Machinery & Equipment (DA21)	\$ 528,901.00	\$ 863,889.02	\$ 334,988.02
Police	Machinery & Equipment	\$ 255,100.00	\$ 271,470.00	\$ 16,370.00
General Fund (Non-Departmental)	Transfer to Airport Fund	\$ 635,250.00	\$ 1,235,167.58	\$ 599,917.58
Building & Codes	Contractual Services	\$ 40,000.00	\$ -	\$ (40,000.00)
Communications	Transportation Equipment	\$ 35,960.00	\$ -	\$ (35,960.00)
Golf	Machinery & Equipment	\$ 39,000.00	\$ 10,000.00	\$ (29,000.00)
Police	Repair & Maint - Firing Range	\$ 238,500.00	\$ 191,500.00	\$ (47,000.00)
Parks & Recreation	Machinery & Equipment	\$ 342,100.00	\$ 334,100.00	\$ (8,000.00)
Fire	Machinery & Equipment	\$ 92,725.00	\$ 56,725.00	\$ (36,000.00)
Parks & Recreation	Transportation Equipment	\$ 33,000.00	\$ -	\$ (33,000.00)
IT	Repair & Maint - GIS	\$ 503,730.00	\$ 300,000.70	\$ (203,729.30)
Parks & Recreation	Office Machinery & Equipment	\$ 8,450.00	\$ 450.00	\$ (8,000.00)
Parks & Recreation	Repair & Maint Other Machinery & Equipment	\$ 93,000.00	\$ 88,800.00	\$ (4,200.00)
Planning	Contractual Services (DA21)	\$ 650,000.00	\$ 528,733.27	\$ (121,266.73)
Admin - Economic Development	Land Expense	\$ 5,600,000.00	\$ 5,487,877.72	\$ (112,122.28)
	<u>Assigned - CIP Projects</u>			
Infrastructure	Road Projects	\$ 5,200,000.00	\$ 5,312,122.28	\$ 112,122.28
Infrastructure	Road Projects	\$ -	\$ 3,996,035.13	\$ 3,996,035.13
General Fund (Non-Departmental)	Buildings Expense		\$ 605,096.12	\$ 605,096.12
	<u>Restricted/Assigned CIP Items - Funded from MED Sale Proceeds</u>			
Parks & Recreation	Parks & Recreation Facilities - MED	\$ -	\$ 1,500,000.00	\$ 1,500,000.00
Infrastructure	Transportation Projects - MED (Infrastructure)	\$ -	\$ 34,800,000.00	\$ 34,800,000.00
	<u>Unassigned</u>			
Community Development	Admin & Planning - CV		\$ 65,679.93	\$ 65,679.93
Community Development	Public Services - CV		\$ 89,333.28	\$ 89,333.28
Community Development	Admin & Planning	\$ 307,650.00	\$ 389,235.80	\$ 81,585.80
Community Development	Homeowner Rehab	\$ 200,000.00	\$ 570,565.55	\$ 370,565.55
Community Development	Affordable Housing Assistance	\$ 130,000.00	\$ 100,000.00	\$ (30,000.00)
Community Development	Economic Development	\$ 116,400.00	\$ -	\$ (116,400.00)
Community Development	Public Facilities	\$ 79,079.00	\$ 678,182.40	\$ 599,103.40
Community Development	Fair Housing Activities	\$ 5,000.00	\$ 3,500.00	\$ (1,500.00)
Community Development	Homeless Prevention	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Youth/Crime Prevention	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Healthcare	\$ -	\$ 25,000.00	\$ 25,000.00

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Unassigned (con't)</u>				
Community Development	Domestic Abuse	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Elderly	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Public Service Grants	\$ 135,735.00	\$ -	\$ (135,735.00)
Community Development	Admin & Planning - HOME	\$ 52,630.00	\$ 60,746.32	\$ 8,116.32
Community Development	CHDO - HOME	\$ 154,742.00	\$ 206,322.80	\$ 51,580.80
Community Development	Affordable Housing - HOME	\$ 1,048,940.00	\$ 966,831.80	\$ (82,108.20)
Police	Salaries & Benefits for new Deputy Chief	\$ 41,432,619.00	\$ 41,603,234.00	\$ 170,615.00
Police	Grant Expense		\$ 67,687.40	\$ 67,687.40
General Fund (Non-Departmental)	Grant Expense	\$ 323,745.00	\$ 165,434.67	\$ (158,310.33)
Police	Grant Strategic Partnership	\$ 365,000.00	\$ 350,748.50	\$ (14,251.50)
<u>Unassigned - Prior Year Carryforward</u>				
Building & Codes	Contractual Services	\$ -	\$ 45,750.00	\$ 45,750.00
Communications	Transportation Equipment	\$ -	\$ 35,960.00	\$ 35,960.00
Golf	Machinery & Equipment	\$ 10,000.00	\$ 38,500.00	\$ 28,500.00
Police	Repair & Maint - Firing Range	\$ 191,500.00	\$ 238,500.00	\$ 47,000.00
Police	Computer Equipment	\$ 34,000.00	\$ 42,910.00	\$ 8,910.00
Parks & Recreation	Machinery & Equipment	\$ 334,100.00	\$ 342,100.00	\$ 8,000.00
Fire	Machinery & Equipment	\$ 56,725.00	\$ 92,725.00	\$ 36,000.00
Parks & Recreation	Transportation Equipment	\$ -	\$ 33,000.00	\$ 33,000.00
IT	Repair & Maint - GIS	\$ 300,000.70	\$ 324,539.97	\$ 24,539.27
Planning	Contractual Services	\$ 275,000.00	\$ 396,266.73	\$ 121,266.73
Parks & Recreation	Office Machinery & Equipment	\$ 450.00	\$ 8,450.00	\$ 8,000.00
Parks & Recreation	Professional Services	\$ 63,811.62	\$ 119,062.19	\$ 55,250.57
Parks & Recreation	Repair & Maint Other Machinery & Equipment	\$ 88,800.00	\$ 88,800.00	\$ -
Police	Computer Equipment - ARPA	\$ -	\$ 20,000.00	\$ 20,000.00
Police	Machinery & Equipment - ARPA	\$ 865,203.35	\$ 913,203.35	\$ 48,000.00
Police	Transportation Equipment - ARPA	\$ 1,862,496.65	\$ 2,417,732.72	\$ 555,236.07
<u>CIP Items - Funded from Unassigned</u>				
General Fund (Non-Departmental)	Buildings Expense - CIP	\$ -	\$ 4,000,000.00	\$ 4,000,000.00
Fire	Machinery & Equipment - CIP	\$ -	\$ 600,000.00	\$ 600,000.00
Fleet	Software - CIP	\$ -	\$ 75,000.00	\$ 75,000.00
Golf	Machinery & Equipment - CIP	\$ -	\$ 80,000.00	\$ 80,000.00
Information Technology	Computer Equipment - CIP	\$ -	\$ 772,000.00	\$ 772,000.00
Parks & Recreation	Parks & Recreation Facilities - CIP	\$ -	\$ 3,989,850.00	\$ 3,989,850.00
Police	Transportation Equipment - CIP	\$ -	\$ 3,920,000.00	\$ 3,920,000.00
Police	Computer Equipment - CIP	\$ -	\$ 696,500.00	\$ 696,500.00
Street	Transportation Equipment - CIP	\$ -	\$ 255,000.00	\$ 255,000.00
Infrastructure	Other Improvements - CIP	\$ -	\$ 611,650.00	\$ 611,650.00
				\$ 58,322,037.53
CHANGE IN ASSIGNED FUND BALANCE - PRIOR YEAR CARRYFORWARD		\$ (12,501,800.00)	\$ (12,644,208.91)	\$ 142,408.91
CHANGE IN RESTRICTED/ASSIGNED FUND BALANCE		\$ (7,796,126.00)	\$ (48,809,379.53)	\$ 41,013,253.53
CHANGE IN UNASSIGNED FUND BALANCE		\$ (1,120,499.00)	\$ (16,913,934.45)	\$ 15,793,435.45
ESTIMATED ENDING FUND BALANCE (BUDGET PLUS FY24 ADJUSTMENTS)		\$ 157,211,130.00		
Adjustments for FY23 Closing Entries		\$ 42,702,214.76		
TOTAL ESTIMATED ENDING FUND BALANCE		\$ 199,913,344.76	\$ 142,964,246.87	\$ (56,949,097.89)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Airport Fund</u>				
<u>Revenues</u>				
	Transfer in from General Fund	\$ 635,250.00	\$ 1,235,167.58	\$ 599,917.58
				<u>\$ 599,917.58</u>
<u>Expenditures</u>				
	Airfield Expense	\$ -	\$ 1,235,167.58	\$ 1,235,167.58
				<u>\$ 1,235,167.58</u>
	CHANGE IN FUND BALANCE (CASH)	\$ 603,073.00	\$ (32,177.00)	(635,250.00)

EXHIBIT B					
City of Murfreesboro					
Authorized Full Time Position Counts FY 2021 to FY 2024					
	Actual	Actual	Estimated	Adopted	Budget Amendment
Department	FY 2021	FY 2022	FY 2023	FY 2024	FY 2024
Mayor and Council	7	7	7	7	7
City Manager's Office	11	13	15	15	15
Finance and Tax	18	21	21	23	23
Legal	9	10	10	10	10
City Court	6	7	7	7	7
Purchasing	2	3	3	3	3
Information Technology	23	25	24	26	26
Communications	6	6	7	7	7
Employee Services	10	11	11	11	11
Facilities Maintenance	12	13	13	13	13
Fleet Services	17	20	21	22	22
Police	369	376	393	396	397
Fire & Rescue	238	241	243	243	243
Building & Codes	25	26	26	26	26
Planning	15	15	17	17	17
Community Development	3	3	4	4	4
Transportation	27	27	28	28	28
Engineering	14	13	14	14	14
Street	51	52	54	54	54
Civic Plaza	1	1	1	1	1
Parks and Recreation	89	98	100	105	105
Golf Course	15	17	16	16	16
Solid Waste	46	47	47	48	48
Airport	4	4	4	6	6
	1018	1056	1086	1102	1103

Assigned - Prior Year Carryforward:

Airport - private prep pads	1,235,167.58
Public Safety Camera System	452,888.02
Public Safety Real Time Crime Info Center	236,070.00
License Plate Recognition	162,450.00
Parks - West Park	3,000,000.00
Parks - Skate Park	804,811.62
Rover buses	161,500.00
Facilities - Scissor Lift	22,000.00
Towne Creek property acquisition	5,487,877.72
DA21 Reserved unused proceeds - \$1,081,444.27:	
Communications - Network Switch	17,000.00
Communications - Edit System	17,000.00
Planning - Broad St/Cherry Lane bubble plan	278,733.27
Planning - Special Census	250,000.00
Police - Body Armor/Carrier & Speed plates	130,000.00
Police - Body Armor only	22,000.00
Police - VirTra System	96,551.00
Parks - NPS Trail, Signs & Fencing	100,000.00
Parks - SportsCom replaster/tile indoor pool	155,160.00
Golf - storage space	15,000.00
Total	<u>12,644,209.21</u>

Assigned Fund Balance - CIP Transfers:

Rucker Lane (Towne Creek Swap)	\$ 5,312,122.28
Cherry Lane	\$ 3,996,035.13
Cason Lane Preschool	\$ 605,096.12
	<u>\$ 9,913,253.53</u>

Unassigned - Prior Year Carryforward:

Sign consultant	45,750.00
Communications Replacement Vehicle	35,960.00
Golf utility carts	28,500.00
Police - Firing Range repairs	47,000.00
Police ARPA - AV Monitors	20,000.00
Police ARPA - Matraice Drone	33,000.00
Police ARPA - Under Door Pole Camera	15,000.00
Police ARPA - Vehciles	555,236.07
Reel Mower	8,000.00
Lighting packages for 6 vehicles	36,000.00
Heavy duty truckster	33,000.00
GIS contract	24,539.27
Copier for Admin Office (fixed assets)	8,000.00
Greenway Blueway Bikeway Masterplan.	55,250.57
Police - copier	8,910.00
Planning - Broad St/Cherry Lane bubble plan	121,266.73
	<u>1,075,412.64</u>

\$ 23,632,875.38

FY24 CIP Summary

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	General Fund	Other Funding	FY24 Debt	FY25 Funding	FY26 Funding	FY27 Funding	FY28 Funding	Future Funding
Airport	5	Air Traffic Control Tower Construction		9,675,000	-	-	-	9,191,250	-	13,750	45,000	425,000	-	-
Airport	5	Airport Hangar Additions		6,000,000	-	-	-	-	-	3,000,000	3,000,000	-	-	-
Airport	5	Airport Layout Plan Update		400,000	-	-	-	380,000	-	-	-	-	20,000	-
Airport	5	Approach Mitigation - Design & Phase 1		1,130,500	-	-	-	1,074,000	6,500	50,000	-	-	-	-
Airport	5	Approach Mitigation Construction Phase 2		3,500,000	-	-	-	3,325,000	-	-	175,000	-	-	-
Airport	5	Apron Expansion		2,250,000	47,713	-	-	2,137,500	-	-	64,787	-	-	-
Airport	5	Apron Expansion Main Ramp - Design and Construction		2,250,000	-	-	-	2,140,000	-	110,000	-	-	-	-
Airport	5	Apron T-hangar A-E Pavement Rehab		1,185,000	-	-	-	1,125,750	-	59,250	-	-	-	-
Airport	5	Apron T-Hangar Pavement Rehabilitation		1,060,000	-	-	-	1,007,000	53,000	-	-	-	-	-
Airport	5	Enclosed dumpster		300,000	-	-	-	-	-	300,000	-	-	-	-
Airport	5	Fuel farm removal and landscape		150,000	-	-	-	-	-	150,000	-	-	-	-
Airport	5	Hangar 3 Renovations		1,850,000	-	-	-	-	-	-	-	-	1,850,000	-
Airport	5	Navaid Improvement		220,000	-	-	-	209,000	-	-	11,000	-	-	-
Airport	5	New meeting and training room in Terminal		275,000	-	-	-	-	-	275,000	-	-	-	-
Airport	5	North Hangar Site Prep Taxiway F development area		565,000	-	-	-	536,750	-	-	-	28,250	-	-
Airport	5	North Security Fence		245,000	-	-	-	232,750	-	-	-	12,250	-	-
Airport	5	Property Purchase		1,180,000	-	-	-	1,121,000	40,000	19,000	-	-	-	-
Airport	5	Ramp Hangar 3 rehab and expansion design and construction		1,930,000	-	-	-	1,833,500	-	-	-	-	96,500	-
Airport	5	Replacement tractor and mowing unit		130,000	-	-	-	60,000	-	-	70,000	-	-	-
Airport	5	RPZ land Acquisition Design and Acquisition		5,180,000	-	-	-	4,921,000	-	-	-	-	-	259,000
Airport	5	T-hangar G-L Pavement Rehab Design and Construction		500,000	-	-	-	475,000	-	-	-	-	-	25,000
		Department Total		39,975,500	47,713	-	-	29,769,500	99,500	3,977,000	3,365,787	465,500	1,966,500	284,000
Facilities	5	ADA Renovations		5,425,000	2,168,700	-	-	-	-	1,000,000	-	1,000,000	-	1,256,300
Facilities	5	Additional City Facilities		2,500,000	500,000	-	2,000,000	-	-	-	-	-	-	-
Facilities	5	City Hall Renovations & Security		3,356,500	1,356,500	-	2,000,000	-	-	-	-	-	-	-
Facilities	5	Blackman property utilities and site prep		1,000,000	-	-	-	-	-	1,000,000	-	-	-	-
Facilities	5	Land Acquisition/Contingency costs/Preliminary Design		2,437,850	-	-	-	-	437,850	400,000	400,000	400,000	400,000	400,000
Facilities	5	Linebaugh Library relocation		5,000,000	-	-	-	-	-	5,000,000	-	-	-	-
Facilities	5	Parking Garage		1,100,000	-	-	-	346,500	68,500	685,000	-	-	-	-
		Department Total		20,819,350	4,025,200	-	4,000,000	346,500	506,350	8,085,000	400,000	1,400,000	400,000	1,656,300
Fire Rescue	4	Fire Station 12 Construction		11,111,420	-	-	-	-	750,000	-	10,361,420	-	-	-
Fire Rescue	4	Fire Station 6 Replacement		8,543,500	-	-	-	-	-	-	-	8,543,500	-	-
Fire Rescue	4	Fire Station 14 Construction		13,471,000	-	-	-	-	-	-	-	-	13,471,000	-
Fire Rescue	4	Fire Station 15 Construction		14,818,100	-	-	-	-	-	-	-	-	-	14,818,100
Fire Rescue	4	New Platform Apparatus 12		2,688,000	-	-	-	-	-	2,688,000	-	-	-	-
Fire Rescue	4	New Pumper Apparatus 15		3,020,000	-	-	-	-	-	-	-	-	-	3,020,000
Fire Rescue	4	New Ladder Apparatus 14		2,470,400	-	-	-	-	-	-	-	-	2,470,400	-
Fire Rescue	4	Special Operations Equipment 24-01		300,000	-	-	300,000	-	-	-	-	-	-	-
Fire Rescue	4	Special Operations Equipment 26-01		325,000	-	-	-	-	-	-	325,000	-	-	-
Fire Rescue	4	Special Operations Equipment 28-01		350,000	-	-	-	-	-	-	-	-	350,000	-
Fire Rescue	4	Ladder 2 Replacement		2,808,000	-	-	-	-	-	-	2,808,000	-	-	-
Fire Rescue	4	Ladder 8 Replacement		2,808,000	-	-	-	-	-	-	2,808,000	-	-	-
Fire Rescue	4	Rescue 4 Replacement		2,390,000	-	-	-	-	-	-	-	2,390,000	-	-
Fire Rescue	4	Rescue 11 Replacement		2,390,000	-	-	-	-	-	-	-	2,390,000	-	-
Fire Rescue	4	Engine 10 Replacement		2,570,000	-	-	-	-	-	-	-	-	2,570,000	-
Fire Rescue	4	Turnout Gear		1,200,000	-	-	300,000	-	-	400,000	500,000	-	-	-
		Department Total		71,263,420	-	-	600,000	-	750,000	3,088,000	16,802,420	13,323,500	18,861,400	17,838,100
Fleet	1	Update Fuel System		75,000	-	-	75,000	-	-	-	-	-	-	-
		Department Total		75,000	-	-	75,000	-	-	-	-	-	-	-
Golf	3	Equipment Replacement - Tee & Greens Mowers		90,000	-	-	-	-	-	-	90,000	-	-	-
Golf	3	Maintenance Equipment Replacement - Fairways Mowers		90,000	-	-	-	-	-	90,000	-	-	-	-

FY24 CIP Summary

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	General Fund	Other Funding	FY24 Debt	FY25 Funding	FY26 Funding	FY27 Funding	FY28 Funding	Future Funding
Golf	3	Maintenance Equipment Replacement - Turf Sprayer		75,000	-	-	-	-	-	75,000	-	-	-	-
Golf	3	Equipment Replacement - Truckster/Top Dresser		50,000	-	-	-	-	-	50,000	-	-	-	-
Golf	3	Equipment Replacement - Rough Mower		80,000	-	-	80,000	-	-	-	-	-	-	-
Golf	3	Equipment Replacement - Utility Carts		60,000	-	-	-	-	-	60,000	-	-	-	-
Golf	3	Equipment Replacement - Greens Aerator		30,000	-	-	-	-	-	30,000	-	-	-	-
Golf	3	Equipment Replacement - Trim Mower		60,000	-	-	-	-	-	-	60,000	-	-	-
Golf	3	Golf Cart Fleet Replacement		350,000	-	-	-	350,000	-	-	-	-	-	-
Golf	3	Bloomfield Paving, Lights, Fences		1,600,200	7,500	-	-	-	-	-	-	1,592,700	-	-
		Department Total		2,485,200	7,500	-	80,000	350,000	-	305,000	150,000	1,592,700	-	-
Information Technology	3	Security Camera Replacement		515,000	-	-	172,000	-	-	178,500	164,500	-	-	-
Information Technology	3	Public Safety Technology Replacements		2,297,329	797,329	-	300,000	-	-	300,000	300,000	300,000	300,000	-
Information Technology	3	Public Safety Server		200,000	-	-	-	-	-	200,000	-	-	-	-
Information Technology	3	Network Switch Replacement		300,000	-	-	300,000	-	-	-	-	-	-	-
		Department Total		3,312,329	797,329	-	772,000	-	-	678,500	464,500	300,000	300,000	-
Parks & Recreation	3	Aquatics/Hockey Facility		41,800,000	-	-	-	-	-	1,800,000	40,000,000	-	-	-
Parks & Recreation	3	HWY 96 Ballfield Complexes		20,200,000	-	1,500,000	3,779,850	-	14,920,150	-	-	-	-	-
Parks & Recreation	3	Barfield - Outdoor Murfreesboro Education and Storage Facility		750,000	-	-	-	-	-	-	-	750,000	-	-
Parks & Recreation	3	Greenway Wayfinding and Interpretive Signage Replacment		500,000	-	-	-	-	-	100,000	100,000	300,000	-	-
Parks & Recreation	3	Central Valley Restroom Installation		125,000	-	-	-	-	-	-	125,000	-	-	-
Parks & Recreation	3	Manson Pike Restroom Installation		125,000	-	-	-	-	-	-	-	-	125,000	-
Parks & Recreation	3	Thompson Lane Restroom Installation		125,000	-	-	-	-	-	-	-	125,000	-	-
Parks & Recreation	3	Old Fort Park Restroom and Plaza Construction		1,200,000	-	-	-	-	-	-	-	-	1,200,000	-
Parks & Recreation	3	McFadden Community Center Gym Floor Replacment		160,000	-	-	-	-	-	-	-	160,000	-	-
Parks & Recreation	3	Patterson Park Commercial Kitchen Renovation		150,000	-	-	-	-	-	-	-	150,000	-	-
Parks & Recreation	3	Patterson Park Conference Space Renovation		300,000	-	-	-	-	-	-	-	-	300,000	-
Parks & Recreation	3	Washington Theater Seating and Flooring Replacment		200,000	-	-	-	-	-	-	200,000	-	-	-
Parks & Recreation	3	Adams Tennis Complex Improvements		240,000	80,000	-	160,000	-	-	-	-	-	-	-
Parks & Recreation	3	Barfield Crescent Park Back Country Improvements		1,382,000	150,000	-	-	-	-	1,232,000	-	-	-	-
Parks & Recreation	3	Barfield Crescent Park Playground / Ballfield Improvements		1,080,000	330,000	-	-	-	-	750,000	-	-	-	-
Parks & Recreation	3	Barfield Crescent Light Conversion		800,000	-	-	-	-	-	-	800,000	-	-	-
Parks & Recreation	4	Parks Cannonsburgh		724,300	339,300	-	-	-	-	-	385,000	-	-	-
Parks & Recreation	3	Greenway - North Connector		2,920,000	300,000	-	-	-	-	2,620,000	-	-	-	-
Parks & Recreation	3	Greenway Reconstruction		693,200	251,160	-	-	-	-	-	237,200	204,840	-	-
Parks & Recreation	3	McFadden Community Center Improvements		580,000	200,000	-	-	-	-	380,000	-	-	-	-
Parks & Recreation	3	McKnight Park Ball Field and Parking Improvements		1,300,000	800,000	-	-	-	400,000	100,000	-	-	-	-
Parks & Recreation	3	McKnight Park Volleyball Improvements		100,000	-	-	-	-	-	-	100,000	-	-	-
Parks & Recreation	3	Old Fort Park Tennis Renovation		500,000	-	-	-	-	-	500,000	-	-	-	-
Parks & Recreation	3	Paving Improvements		100,000	-	-	50,000	-	-	-	50,000	-	-	-
Parks & Recreation	3	Playground Deferred Maintenance/Replacement		2,000,000	-	-	-	-	-	500,000	500,000	500,000	500,000	-
Parks & Recreation	3	Skate Park		860,000	860,000	-	-	-	-	-	-	-	-	-
Parks & Recreation	3	Vehicle Replacement		165,000	-	-	-	-	-	-	75,000	-	90,000	-
Parks & Recreation	3	Veterans Park		11,000,000	6,000,000	5,000,000	-	-	-	-	-	-	-	-
		Department Total		90,079,500	9,310,460	6,500,000	3,989,850	-	15,320,150	7,982,000	42,572,200	2,189,840	2,215,000	-
Police	4	Veterans Precinct		8,120,000	-	-	-	-	800,000	-	-	7,320,000	-	-
Police	4	Police Mobile Data Terminal Replacements		1,672,500	440,000	-	206,500	-	-	256,500	256,500	256,500	256,500	-
Police	4	Public Safety Radio		3,740,000	1,100,000	-	440,000	-	-	550,000	550,000	550,000	550,000	-
Police	4	Police Public Safety Software		50,000	-	-	50,000	-	-	-	-	-	-	-
Police	4	Police Vehicles - Marked		14,320,000	-	-	3,610,000	-	-	2,677,500	2,677,500	2,677,500	2,677,500	-
Police	4	Police Vehicles - Unmarked		1,550,000	-	-	310,000	-	-	310,000	310,000	310,000	310,000	-
		Department Total		29,452,500	1,540,000	-	4,616,500	-	800,000	3,794,000	3,794,000	11,114,000	3,794,000	-

FY24 CIP Summary

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	General Fund	Other Funding	FY24 Debt	FY25 Funding	FY26 Funding	FY27 Funding	FY28 Funding	Future Funding
Schools	2	Full-Size & Special Education Buses		1,197,000	-	-	-	302,000	-	-	635,000	-	260,000	-
Schools	2	New Transportation Facility		4,952,406	-	-	-	4,952,406	-	-	-	-	-	-
Schools	2	Bleachers		325,000	-	-	-	325,000	-	-	-	-	-	-
Schools	2	Floor Coverings & Abatement		975,000	-	-	-	-	-	525,000	450,000	-	-	-
Schools	2	Window Replacement		2,000,000	-	-	-	-	-	-	500,000	1,500,000	-	-
Schools	2	Cooling Tower Replacements		673,050	-	-	-	673,050	-	-	-	-	-	-
Schools	2	HVAC Replacement		6,750,000	-	-	-	3,000,000	-	-	-	2,000,000	-	1,750,000
Schools	2	Roofs		8,000,000	-	-	-	-	-	4,000,000	4,000,000	-	-	-
Schools	2	Vehicle Replacements		230,000	-	-	-	-	-	-	230,000	-	-	-
Schools	2	Playground		700,000	-	-	-	700,000	-	-	-	-	-	-
Schools	2	Reeves Rogers Front Entrance		2,000,000	-	-	-	2,000,000	-	-	-	-	-	-
Schools	2	Exterior Door Replacement		500,000	-	-	-	-	-	250,000	250,000	-	-	-
Schools	2	Fan Coils		720,000	-	-	-	-	-	-	-	360,000	360,000	-
Schools	2	Ceiling Renovations		2,459,211	-	-	-	1,959,211	-	500,000	-	-	-	-
Schools	2	HVAC Components		1,200,000	-	-	-	-	-	-	-	-	1,200,000	-
Schools	3	Multi-Surface Court Resurfacing		266,700	-	-	-	266,700	-	-	-	-	-	-
Schools	2	New School or Additional Classrooms		51,750,000	-	-	-	-	-	-	51,750,000	-	-	-
		Department Total		84,698,367	-	-	-	14,178,367	-	5,275,000	57,815,000	3,860,000	1,820,000	1,750,000
Solid Waste	5	Automated Side Loader Replacements		6,503,000	-	-	-	-	2,603,000	-	1,300,000	1,300,000	1,300,000	-
Solid Waste	5	Materials Management Station		15,000,000	3,800,000	-	-	-	11,200,000	-	-	-	-	-
Solid Waste	5	Rear Loader Replacements		190,000	-	-	-	-	-	190,000	-	-	-	-
Solid Waste	5	Boom trucks		650,000	-	-	-	-	-	650,000	-	-	-	-
Solid Waste	5	Vacuum Truck		275,000	275,000	-	-	-	-	-	-	-	-	-
		Department Total		22,618,000	4,075,000	-	-	-	13,803,000	840,000	1,300,000	1,300,000	1,300,000	-
Street	1	Street 3/4 Ton Trucks		300,000	-	-	-	-	-	100,000	100,000	100,000	-	-
Street	1	Street Dual Axle Dump Trucks		1,020,000	-	-	255,000	-	-	255,000	255,000	255,000	-	-
Street	1	Guardrail install - Sevier, S. Spring, S. Academy		86,000	-	-	-	-	-	86,000	-	-	-	-
Street	1	Street One Ton Dump Truck		125,000	-	-	-	-	-	125,000	-	-	-	-
Street	1	Street Tractors		400,000	-	-	-	-	-	150,000	-	250,000	-	-
Street	1	Street Vacuum Leaf Truck		485,000	-	-	-	-	-	235,000	-	250,000	-	-
Street	1	Public Works South Annex		31,441,340	1,441,340	-	-	-	-	15,000,000	15,000,000	-	-	-
		Department Total		33,857,340	1,441,340	-	255,000	-	-	15,951,000	15,355,000	855,000	-	-
Transit	1	Transit Buses		560,000	-	-	-	504,000	-	-	-	56,000	-	-
		Department Total		560,000	-	-	-	504,000	-	-	-	56,000	-	-
Transportation	1	Armory Drive Relocation		4,825,000	150,000	-	-	-	1,875,000	2,800,000	-	-	-	-
Transportation	1	Asbury Lane Realignment		15,020,000	1,500,000	-	-	-	3,000,000	4,000,000	6,520,000	-	-	-
Transportation	1	Battleground Dr Phase 2		14,360,000	-	-	-	-	-	-	-	660,000	500,000	13,200,000
Transportation	1	Bradyville Pike Improvements		26,882,045	4,256,575	-	-	22,625,470	-	-	-	-	-	-
Transportation	1	Bridge Ave and Kings Hwy Improvements		7,055,000	-	-	-	-	605,000	-	-	6,450,000	-	-
Transportation	1	Brinkley Rd Phase 2 Reconstruction		23,000,000	-	-	-	-	-	3,000,000	10,000,000	10,000,000	-	-
Transportation	1	Broad & Church Signalization		500,000	-	-	-	500,000	-	-	-	-	-	-
Transportation	1	Broad & Church Street Pedestrian Bridge		3,800,000	1,300,000	-	-	1,400,000	-	1,100,000	-	-	-	-
Transportation	1	Broad St (US 41/70) Widening -Medical Center to I-840		67,310,000	-	-	-	55,310,000	-	-	-	-	-	12,000,000
Transportation	1	Broad & Thompson Separated Grade		60,072,430	-	-	-	50,072,430	-	-	-	-	-	10,000,000
Transportation	1	Burnt Knob Road	EcD	13,150,000	11,948	-	-	-	-	-	-	-	-	13,138,052
Transportation	1	Butler Dr. Improvements		14,060,000	11,739,000	-	-	-	2,321,000	-	-	-	-	-
Transportation	1	Caroline Farms	EcD	6,250,000	263,784	-	-	45,886	-	500,000	440,330	-	5,000,000	-
Transportation	1	Cherry Lane Extension - Phase 2	EcD	34,800,000	4,600,000	-	-	-	6,500,000	7,500,000	7,945,000	8,255,000	-	-
Transportation	1	Cherry Lane Extension Phase 3A		11,007,500	1,128,399	-	-	8,279,101	1,200,000	400,000	-	-	-	-
Transportation	1	Cherry Lane Extension Phase 3B		41,875,000	4,339,998	-	-	37,535,002	-	-	-	-	-	-
Transportation	1	Cherry Lane Extension Phase 3C	EcD	28,367,500	3,087,163	-	-	9,836,032	1,200,000	5,000,000	9,244,305	-	-	-

FY24 CIP Summary

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	MED Sale Proceeds	General Fund	Other Funding	FY24 Debt	FY25 Funding	FY26 Funding	FY27 Funding	FY28 Funding	Future Funding
Transportation	1	Cherry Lane Phase 4a	EcD	56,000,000	-	-	-	7,000,000	5,000,000	-	-	-	-	44,000,000
Transportation	1	Cherry Lane Phase 4b	EcD	27,000,000	-	-	-	2,000,000	-	-	-	-	-	25,000,000
Transportation	1	Cherry Lane Phase 4c	EcD	12,500,000	250,000	-	-	4,000,000	-	-	-	-	-	8,250,000
Transportation	1	Cherry Lane Phase 4d	EcD	56,300,000	-	-	-	2,000,000	-	-	-	-	-	54,300,000
Transportation	1	Cherry Lane Extension (Sazerac)	EcD	8,900,000	1,593,750	-	-	3,806,250	-	-	-	-	-	3,500,000
Transportation	1	Clark Blvd Sidewalks		5,880,000	-	-	-	-	420,000	1,050,000	4,410,000	-	-	-
Transportation	1	Clark Blvd Widening		14,450,000	-	-	-	-	1,100,000	1,750,000	-	-	11,600,000	-
Transportation	1	Elam Farms Parkway	EcD	2,150,000	175,000	-	-	-	-	1,975,000	-	-	-	-
Transportation	1	Front-Vine Street Realignment	EcD	14,213,000	213,000	9,800,000	-	4,200,000	-	-	-	-	-	-
Transportation	1	John Rice Blvd Improvements		11,950,000	65,200	-	-	400,000	-	-	-	5,000,000	6,484,800	-
Transportation	1	Haynes Dr Widening		26,480,000	94,770	-	-	-	-	-	-	2,100,000	3,180,000	21,105,230
Transportation	1	Jones Blvd Improvements		14,000,000	-	-	-	-	-	-	-	-	-	14,000,000
Transportation	1	Memorial Blvd Widening	EcD	50,000,000	81,648	9,200,000	-	39,934,682	-	783,670	-	-	-	-
Transportation	1	Memorial Blvd Signal Update		3,020,500	200,000	-	450,500	2,370,000	-	-	-	-	-	-
Transportation	1	Medical Center Pkwy Ph 1		8,000,000	8,000,000	-	-	-	-	-	-	-	-	-
Transportation	1	Medical Center Pkwy Ph 2	EcD	9,300,000	9,300,000	-	-	-	-	-	-	-	-	-
Transportation	1	Medical Center Pkwy Ph 3		11,150,000	6,547,663	-	-	-	-	4,602,337	-	-	-	-
Transportation	1	Mercury Blvd, Broad St, and Bradyville Pike - Intersection		7,000,000	-	-	-	-	500,000	500,000	-	1,000,000	5,000,000	-
Transportation	1	New Lascassas Hwy Widening		71,400,000	98,200	13,300,000	-	57,120,000	-	-	-	-	-	881,800
Transportation	1	New Salem Highway Phase 3		39,315,032	120,032	-	-	39,195,000	-	-	-	-	-	-
Transportation	1	North Maney Avenue		4,700,000	45,000	-	-	-	-	-	-	-	300,000	4,355,000
Transportation	1	Old Fort Parkway Widening I-24 to New Salem Hwy		31,800,000	129,400	6,600,000	-	25,070,600	-	-	-	-	-	-
Transportation	1	Racquet Club Drive Improvements		2,550,000	-	-	-	-	-	450,000	-	2,100,000	-	-
Transportation	1	Rucker Lane Reconstruction Phase 2		17,331,000	9,667,190	-	-	109,000	-	7,554,810	-	-	-	-
Transportation	1	Rutherford ASCT		6,048,304	125,000	-	161,150	5,762,154	-	-	-	-	-	-
Transportation	1	Rutherford Blvd Extension		27,000,000	4,020,890	8,375,000	-	-	-	1,625,000	5,000,000	5,000,000	2,979,110	-
Transportation	1	S Rutherford Blvd & Manchester Pike Intersection		7,600,000	1,100,000	-	-	-	-	3,000,000	-	3,500,000	-	-
Transportation	1	Rutledge Blvd Extension		4,860,000	-	-	-	-	-	-	-	4,860,000	-	-
Transportation	1	St. Andrews Drive		10,700,000	500,000	-	-	-	-	10,200,000	-	-	-	-
Transportation	1	St. Clair Street		2,500,000	50,000	-	-	150,000	-	-	-	-	-	2,300,000
Transportation	1	Sulphur Springs Rd -Phase 1		8,900,000	-	-	-	-	-	700,000	-	1,000,000	-	7,200,000
Transportation	1	Sulphur Springs Rd -Phase 2		13,600,000	-	-	-	-	-	1,000,000	-	1,500,000	-	11,100,000
Transportation	1	Sulphur Springs Rd - Phase 3		20,000,000	-	-	-	-	-	1,600,000	2,400,000	-	16,000,000	-
Transportation	1	Warrior Drive		7,100,000	985,315	-	-	-	-	600,000	100,000	5,414,685	-	-
Transportation	1	Wilkinson Pike Widening		17,300,000	35,000	-	-	158,085	-	3,500,000	3,810,915	4,110,800	5,685,200	-
		Department Total		1,003,332,311	75,773,925	47,275,000	611,650	378,879,692	23,721,000	65,190,817	49,870,550	60,950,485	56,729,110	244,330,082
		CITY GENERAL TOTAL		1,402,528,817	97,018,467	53,775,000	15,000,000	424,028,059	55,000,000	115,166,317	191,889,457	97,407,025	87,386,010	265,858,482
Water Resources	5	WRRF Full Scale Biosolids Thermal Drying		26,110,000	-	-	-	-	26,110,000	-	-	-	-	-
		Department Total		26,110,000	-	-	-	-	26,110,000	-	-	-	-	-
		GRAND TOTAL		1,428,638,817	97,018,467	53,775,000	15,000,000	424,028,059	81,110,000	115,166,317	191,889,457	97,407,025	87,386,010	265,858,482

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Plan of Services and Annexation for property along New Salem Highway and Barfield Road
[Public Hearing Required]

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

Annexation of approximately 32.43 acres located south of New Salem Highway.

Staff Recommendation

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

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

Background Information

World Outreach Church of Murfreesboro, Tennessee, Inc. initiated a petition of annexation [2023-504] for approximately 31.71 acres located south of New Salem Highway. Also included in this annexation is an approximately 520-foot linear segment of Barfield Road right-of-way, bringing the total acreage to 32.43. The City developed its plan of services for this area. 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.

Council Priorities Served

Improve Economic Development

Approval of the annexation petition will help facilitate the expansion of an existing institutional use. Institutional uses, such as places of worship, community facilities, and schools, are essential elements of a growing, vibrant community.

Attachments:

1. Resolution 23-R-PS-32
2. Resolution 23-R-A-32
3. Maps of the area

4. Planning Commission staff comments from the 10/11/2023 meeting
5. Planning Commission minutes from 10/11/2023 meeting
6. Plan of services
7. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 11, 2023
PROJECT PLANNER: MARINA RUSH**

6.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.

The property owner, World Outreach Church of Murfreesboro Tennessee, submitted a petition requesting a portion of its property be annexed into the City of Murfreesboro. The subject area is 32.43 acres located along the south side of New Salem Highway and west of Barfield Road.

In addition, included in the annexation study area is 520 linear feet of Barfield Road right-of-way (ROW). The annexation of the Barfield Road ROW was presented to the Rutherford County Road Board on September 5, 2023, and the Board voted to grant consent for annexation of this ROW into the City. The annexation study area is depicted on the attached maps and includes the following:

- Portion of Tax Map 114, Parcel 008.00 (31.71 acres)
- 520 linear feet Barfield Road (0.72 acres)

There are no residential structures currently located on the property. There is no zoning application with this annexation request; as such, if annexed into the City of Murfreesboro, the zoning would be designated as Single Family Residential (RS-15). The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the northern and eastern property lines. The Murfreesboro 2035 Comprehensive Plan, Chapter 4 Future Land Use Map identifies a "Service Infill Line"; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. This annexation study area is located within the Service Infill area.

Staff has prepared a plan of services (POS) for the proposed annexation, which provides detailed information regarding each of the City services. It is attached to this staff report for reference. The annexation study demonstrates that City services can be provided to the subject property.

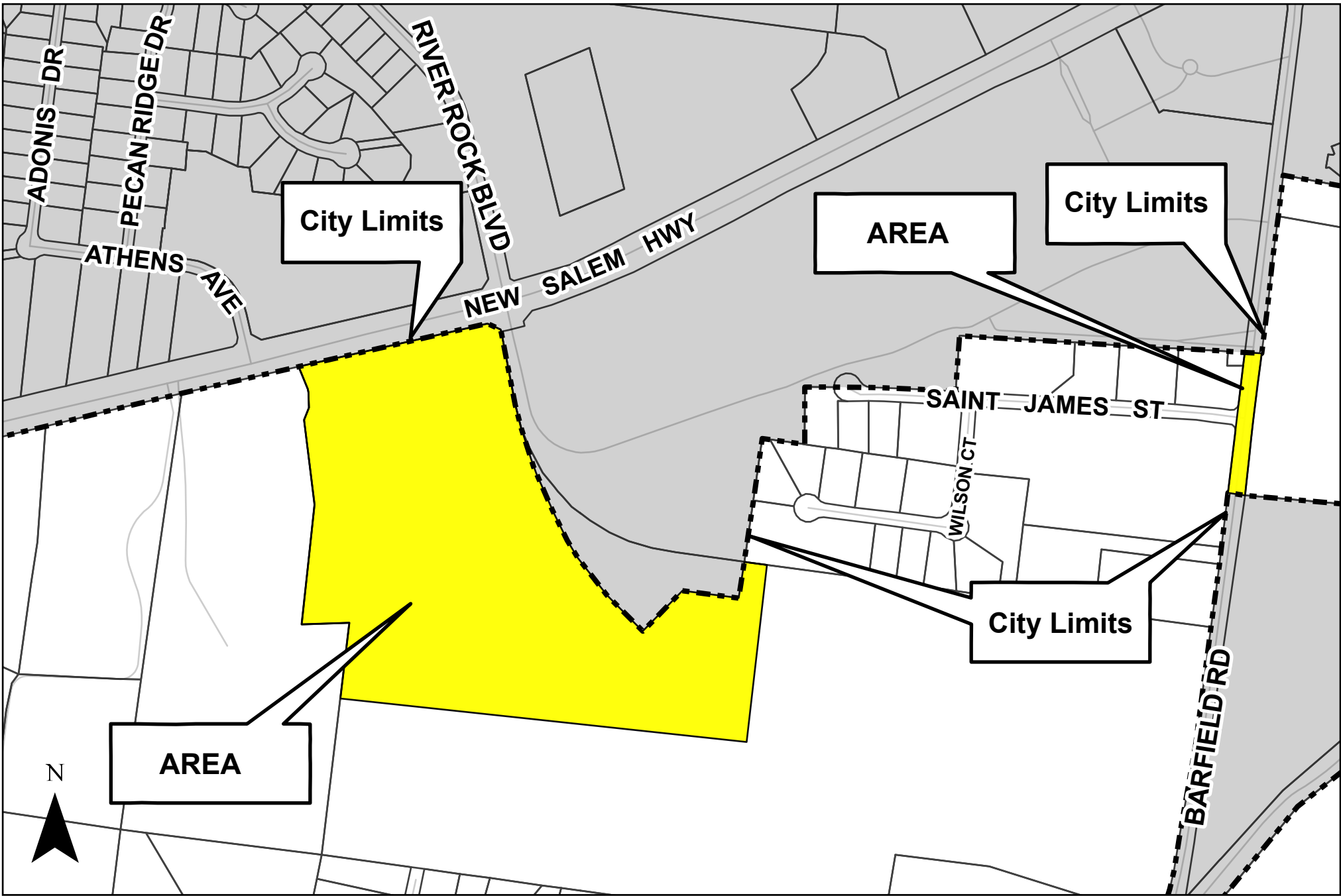
Staff Recommendations:

Staff recommends approval of the annexation based on the following reasons:

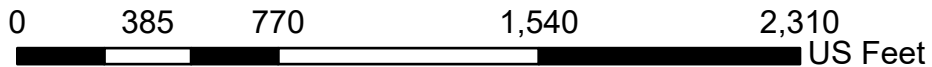
- a. Study area is contiguous with the existing City limits and is within the Murfreesboro Urban Growth Boundary.
- b. Study area is in the Service Infill area of the adopted 2035 Comprehensive Plan Future Land Use Map.
- c. City services can be provided to the subject property upon annexation.

Action Needed:

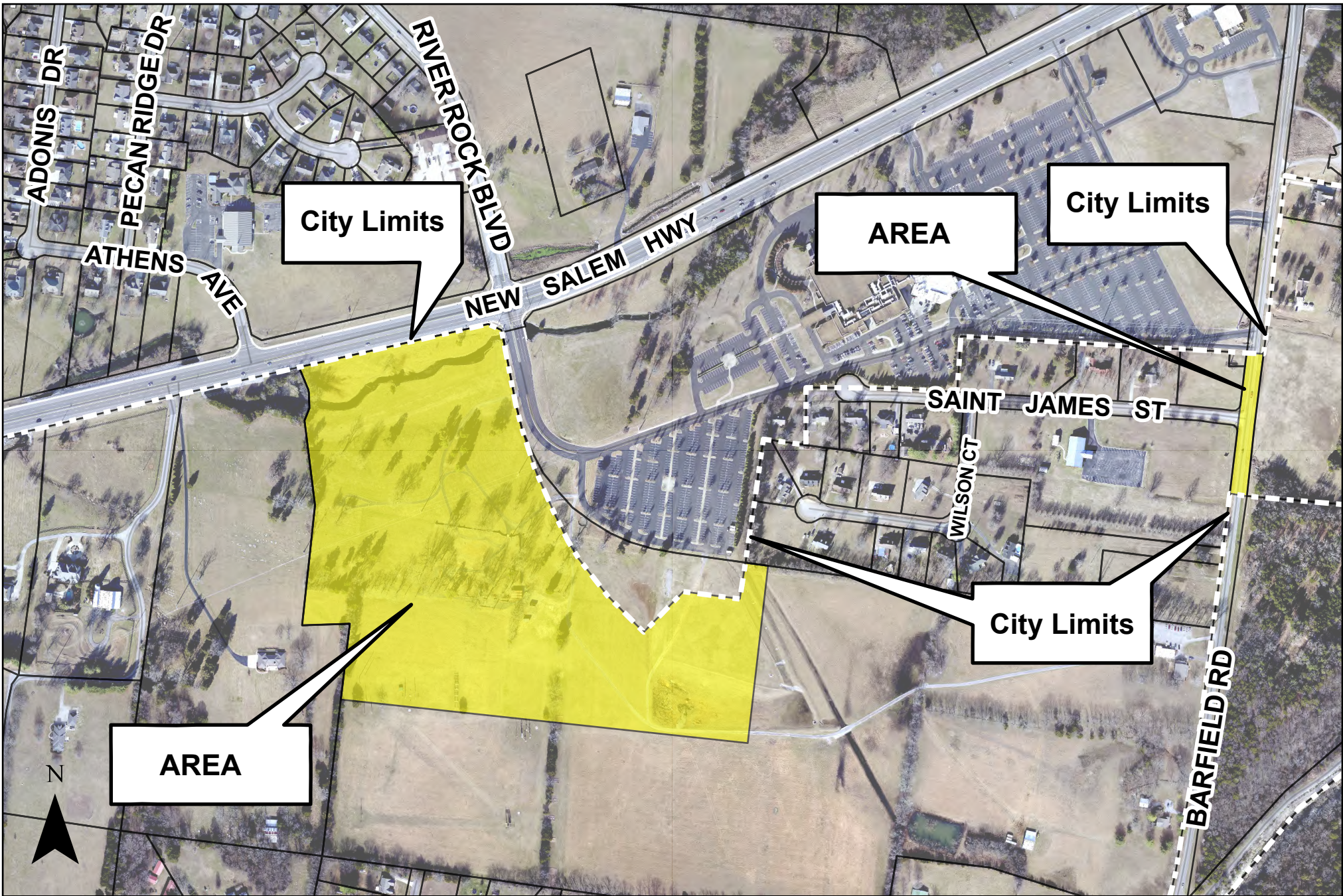
The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council. The applicant's representative will be present to answer questions.



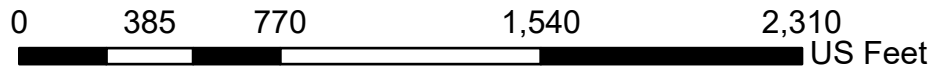
**Annexation request for property along
New Salem Highway and for Barfield Road Right-of-Way**



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



**Annexation request for property along
New Salem Highway and for Barfield Road Right-of-Way**



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

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. World Outreach Church of Murfreesboro Tennessee, Incorporated
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
G. Allen Jackson, Jr.
Signature: [Signature] Status: President Date: 8/14/23
1921 Highway 99, Murfreesboro, TN 37128
Mailing Address (if not address of property to be annexed)

2. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

3. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

4. _____
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: _____ Status: _____ Date: _____

Mailing Address (if not address of property to be annexed)

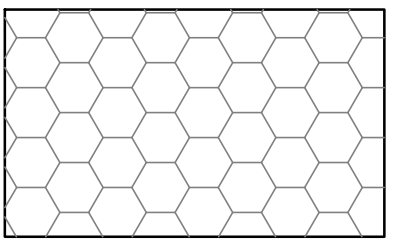
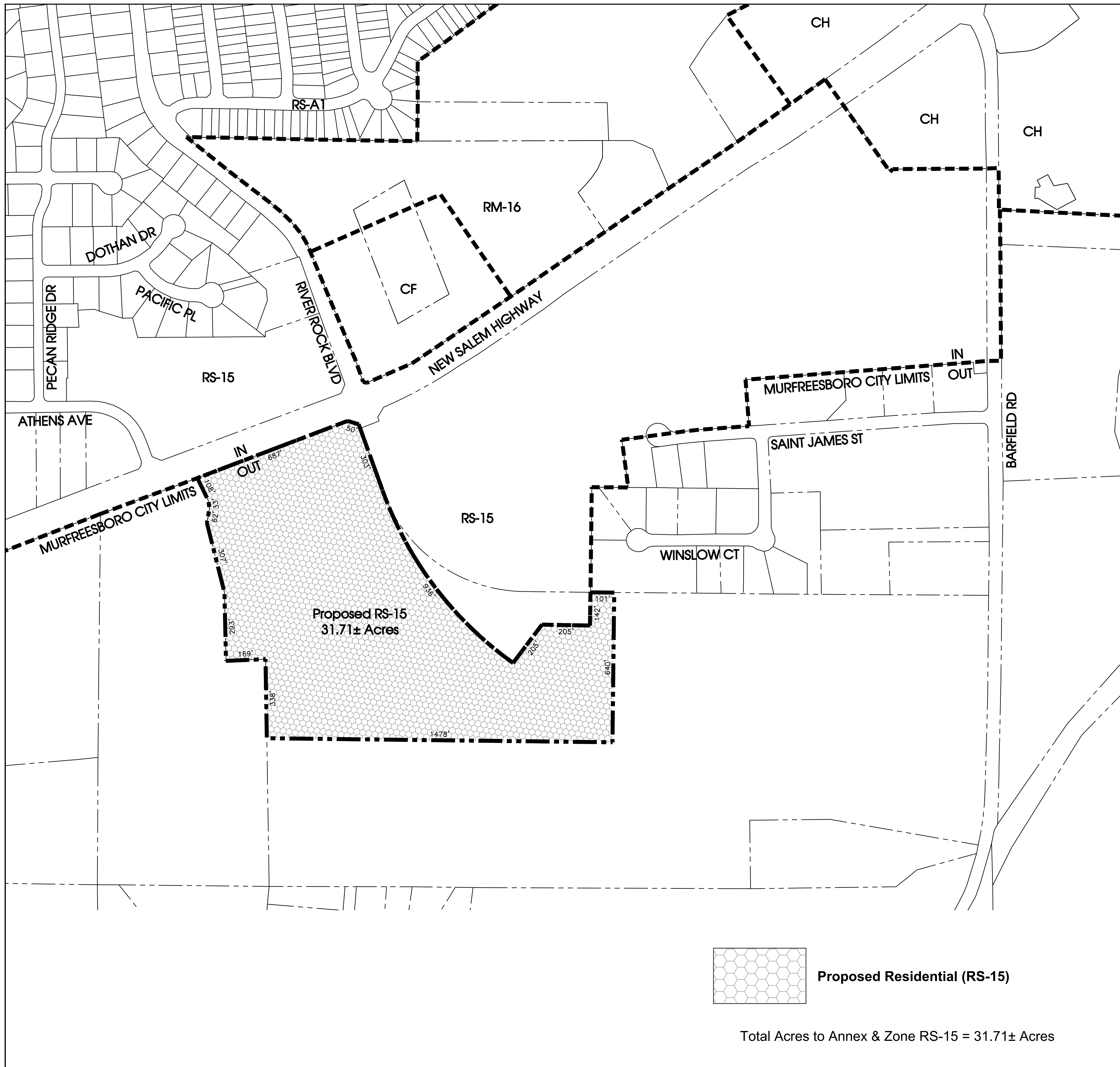
(Attach additional signature pages if necessary)

Legal Description is attached: _____ Yes

Power of Attorney applies and is attached: _____ Yes _____ No

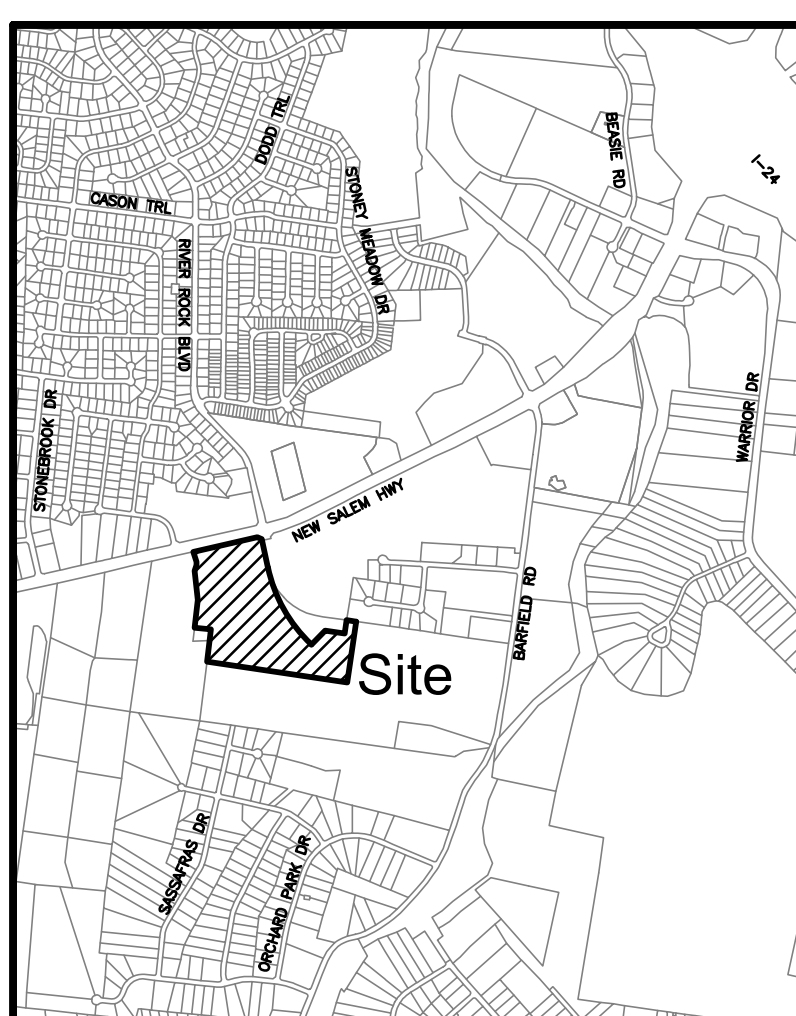
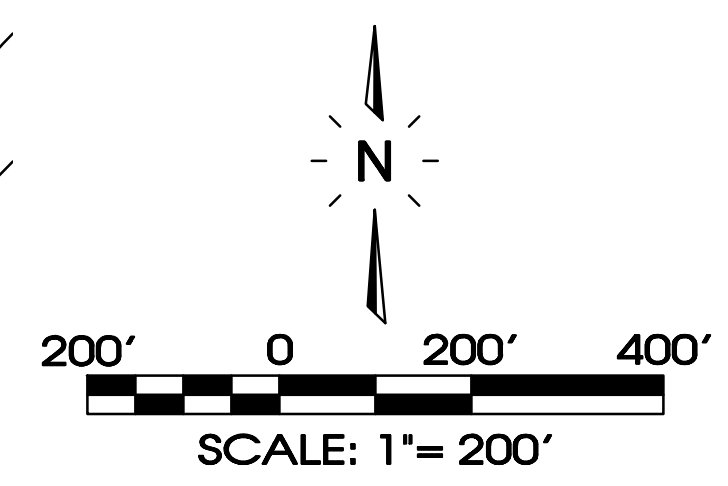
*pd. \$ 500.00
Receipt 175379*

*2023-504
ACF*



Proposed Residential (RS-15)

Total Acres to Annex & Zone RS-15 = 31.71± Acres



Site Location Map

Legend:			
□	EXIST. CONCRETE MONUMENT	□	INLET PROTECTION FILTER
●	IRON PIN SET (I.P.S.)	♿	HANDICAP PARKING SYMBOL
○	IRON PIN FOUND (I.P.F.)	⊕	HC SIGN
+	EXIST. SIGN POST	—	HEADWALL
○	EXIST. SEWER CLEANOUT	—	WINGED HEADWALL
○	EXIST. MANHOLE (SEWER & PHONE)	○	MANHOLE
⊕	EXIST. CATCH BASIN (STORM SEWER)	63.25	PROPOSED SPOT ELEVATION
⊗	EXIST. WATER/GAS VALVE	(63.25)	EXIST. SPOT ELEVATION
⊕	EXIST. TELEPHONE RISER	●	POST INDICATOR VALVE
⊕	EXIST. GAS RISER	▽	REDUCER
⊕	ELECTRICAL ENCLOSURE	⊕	REMOTE FIRE DEPT. CONNECTION
⊕	EXIST. WATER METER	⚠	REVISION NUMBER
○	EXIST. UTILITY POLE	⊗	RIP RAP
⊕	EXIST. FIRE HYDRANT	→	RUNOFF FLOW ARROW
⊕	BENCHMARK	↘	SEWER/STORM FLOW DIRECTION
⊕	BLOW OFF VALVE	→	TRAFFIC ARROW
●	CONCRETE BOLLARD	↔	TURN LANE ARROWS
⊕	CATCH BASIN	V.A.	VAN ACCESSIBLE HANDICAP DESIGNATION
⊕	CURB INLET	W	WATER METER
⊕	AREA DRAIN	—	WHEEL STOP
⊕	CONCRETE THRUST BLOCK	⊗	GREASE TRAP
⊕	DOUBLE DETECTOR CHECK VALVE	#1	DRAINAGE STRUCTURE DESIGNATION
⊕	FIRE DEPT. CONNECTION	A	DRAINAGE PIPE DESIGNATION
⊕	FIRE HYDRANT	—	CONCRETE SIDEWALK
⊕	GAS METER	—	EXTRUDED CURB
⊕	GATE VALVE & BOX	—	CURB & GUTTER
○	EXTERIOR CLEANOUT	—	CONCRETE SWALE
—	EXISTING PHONE	PH	—
—	EXISTING ELECTRIC	OH	—
—	PROPERTY LINE	—	—
—	EASEMENTS	—	—
—	RIGHT OF WAY	ROW	—
—	EROSION CONTROL SILT FENCE	SF	SF
—	EXISTING TREELINE	—	—
—	EXISTING FENCELINE	X	X
—	MINIMUM BUILDING SETBACK LINE	MBSL	—
—	PHASE BOUNDARY	—	—
—	EXISTING GAS LINE	GAS	—
—	PROPOSED GAS LINE	GAS	—
—	EXISTING STORM	STM	—
—	PROPOSED STORM	STM	—
—	EXISTING CONTOUR LINES	601	—
—	PROPOSED CONTOUR LINES	601	—
—	EXISTING SANITARY SEWER	SS	—
—	PROPOSED SANITARY SEWER	SS	—
—	EXISTING WATER	W	W
—	PROPOSED WATER	W	W

SEC, Inc.
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 WWW.SEC-CIVIL.COM FAX: (615) 895-2467

SITE ENGINEERING CONSULTANTS

**World Outreach Church
Rezoning**

Murfreesboro, Tennessee

ANNEXATION &
REZONING EXHIBIT

REVISIONS:
DRAWN: SJA
DATE: 8-16-2023
CHECKED:
MAT
FILE NAME:
99174annexation
SCALE:
1"=200'
JOB NO.
99174
SHEET:

1 of 1

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Joel Aguilera, 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 that no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the September 20, 2023, Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the September 20, 2023 Planning Commission meeting; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Reggie Harris
Bryan Prince

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

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

Nay: None

6. Public Hearings and Recommendations to City Council:

Annexation petition and plan of services [2023-504] for approximately 32.4 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.

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. Rob Molchan of SEC, Inc. was in attendance representing the application.

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

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

Aye: Kathy Jones
Jami Averwater
Reggie Harris
Brian Prince

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

Chase Salas

Shawn Wright

Nay: None

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. 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. Clyde Rountree (landscape architect), Mr. Manly Thweatt (design engineer), Mr. Drew Alderson and Ms. Sonia Thomas (developer's representatives) were in attendance representing the application. Mr. Clyde Rountree 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.

1. **Mr. Mike Green, 2107 Gaston Court** – opposes this development due to the density and expressed other concerns regarding blasting, speeding, lack of buffer, and destruction of the existing natural green space.
2. **Ms. Mariah Phillips, 511 East Clark Boulevard** – opposes this development.

Chair Kathy Jones closed the public hearing.

The Planning Commission discussed the required buffering with Staff and the applicants.

There being no further discussion, Ms. Jami Averwater moved to approve the zoning amendment subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

RESOLUTION 23-R-PS-32 to adopt a Plan of Services 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 or Murfreesboro Tennessee, Inc., applicant [2023-504].

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

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

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on October 11, 2023 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on November 30, 2023, pursuant to a Resolution passed and adopted by the City Council on October 19, 2023, and notice thereof published in The Murfreesboro Post, a newspaper of general circulation in said City, on November 14, 2023; and,

WHEREAS, the Plan of Services for the territory identified on the attached map as the “Area to be Annexed” and “Right-of-Way to be Annexed” establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the “Area to be Annexed” and “Right-of-Way to be Annexed” is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

SECTION 2. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 23-R-A-32**, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

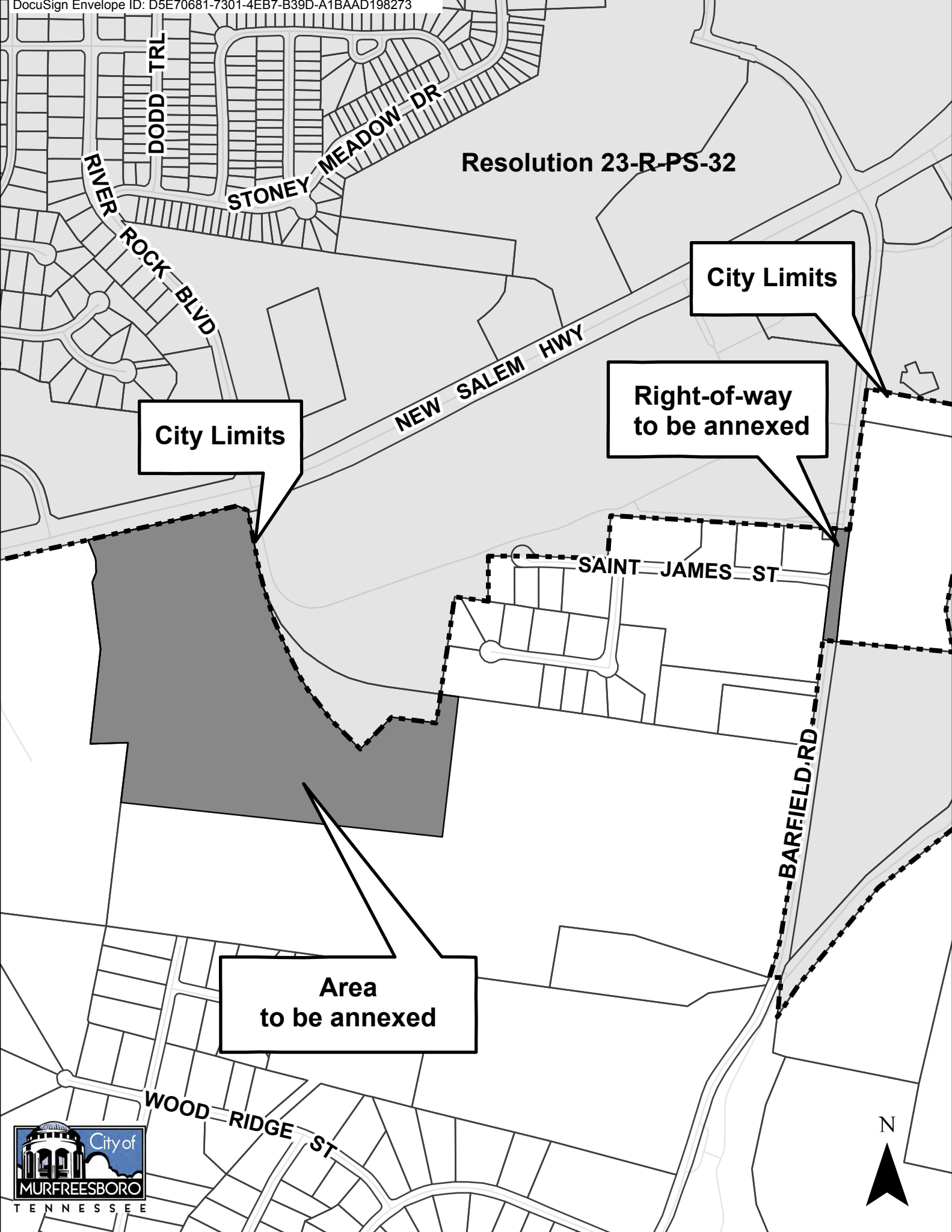
APPROVED AS TO FORM:

Jennifer Brown
City Recorder

Adam F. Tucker
City Attorney

SEAL

Resolution 23-R-PS-32



City Limits

City Limits

**Right-of-way
to be annexed**

**Area
to be annexed**

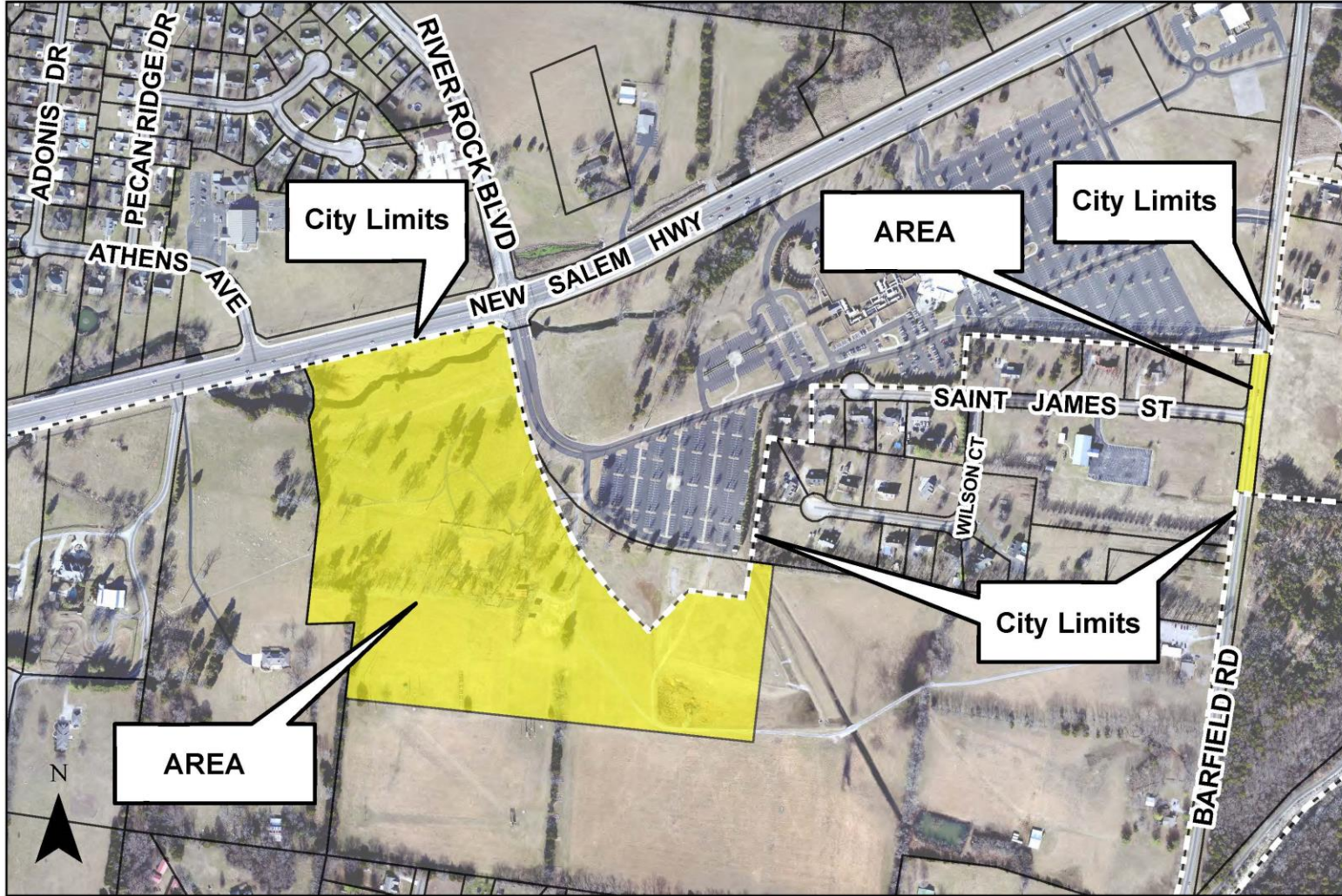


Resolution 23-R-PS-32

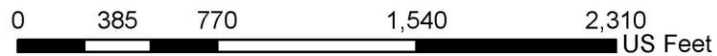
**ANNEXATION REPORT FOR PROPERTY LOCATED ALONG
NEW SALEM HIGHWAY (WORLD OUTREACH CHURCH)
INCLUDING PLAN OF SERVICES
(FILE 2023-504)**



**PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION
OCTOBER 11, 2023**



**Annexation request for property along
New Salem Highway and for Barfield Road Right-of-Way**



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

INTRODUCTION

OVERVIEW

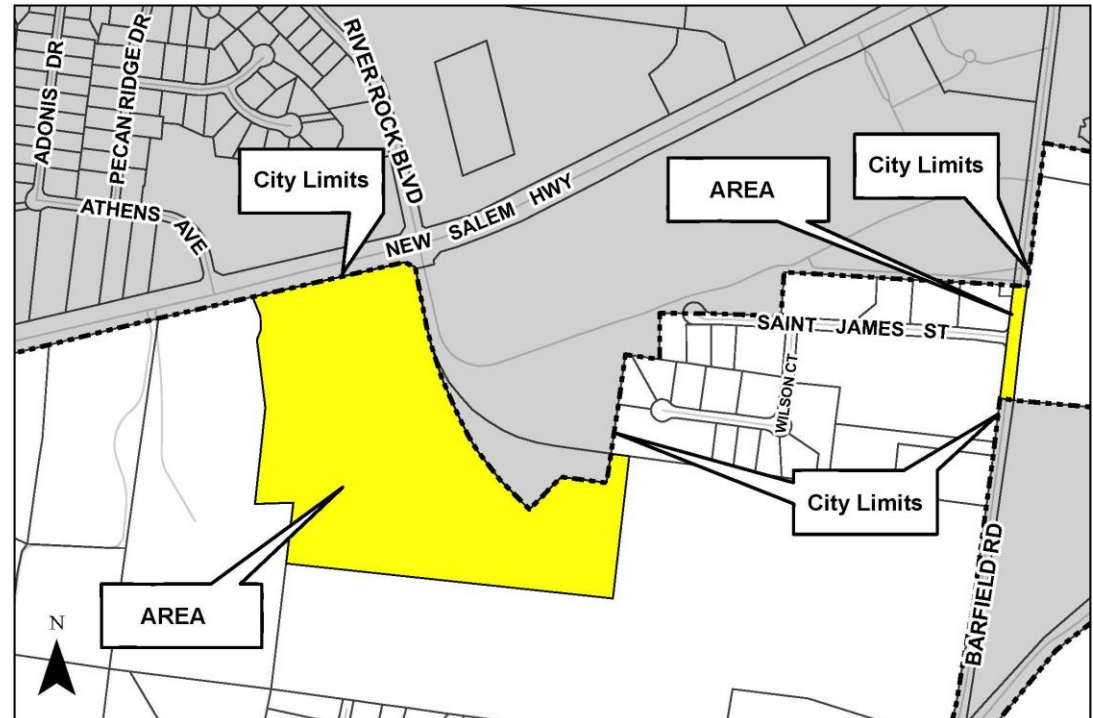
The property owner, World Outreach Church of Murfreesboro TN, has submitted a petition requesting the subject property be annexed into the City of Murfreesboro. It is located along the south side of New Salem Highway and west of Barfield Road and is approximately 31.71 acres in size. The annexation study area also includes an approximately 520 linear-foot segment of Barfield Road right-of-way (ROW). On September 5, 2023, the Rutherford County Road Board voted to grant its consent for the annexation of this segment of Barfield Road ROW. The total study area is 32.43 acres and includes the following:

- Barfield Road ROW (0.72 acres)
- Portion of Tax Map 114, Parcel 00800 (31.71 acres)

The study area is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous to the city limits along the north (New Salem Highway) and east property lines. There are no residential structures currently located on the property.

The property is currently zoned Single Family Residential – Medium Density (RM) in the unincorporated County. There is no zoning application with this annexation

request; as such, if annexed into the City of Murfreesboro the zoning would be designated as Single Family Residential (RS-15). The annexation requested is to allow World Outreach Church future expansion of the current institutional use (church) onto the study area.



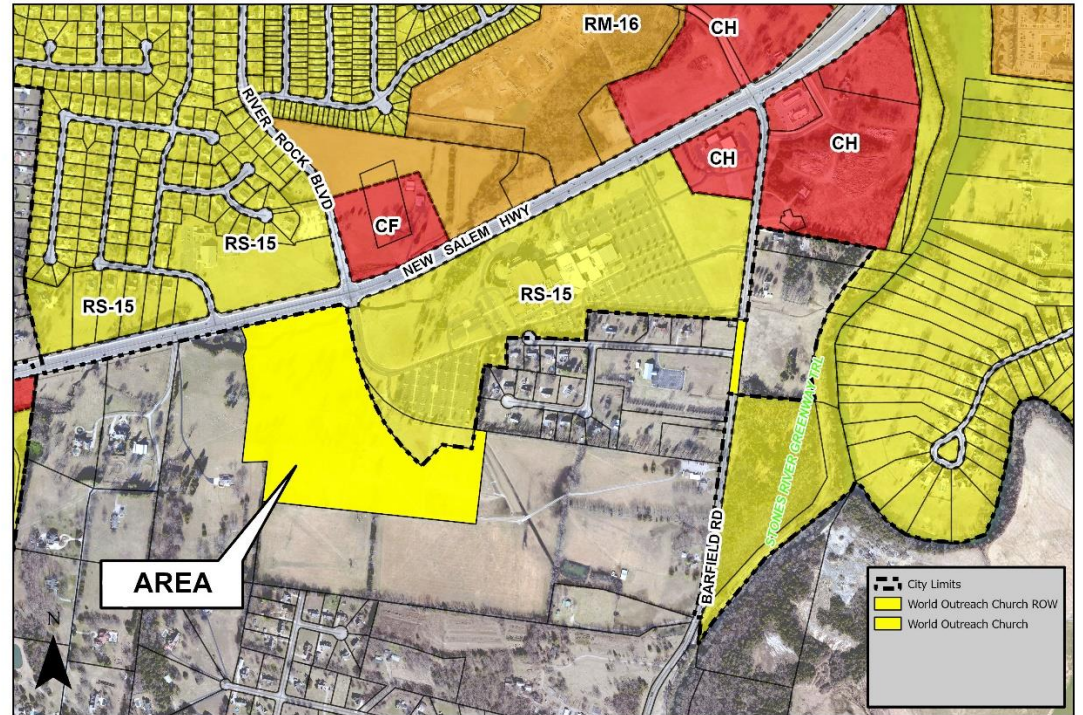
**Annexation request for property along
New Salem Highway and for Barfield Road Right-of-Way**

0 385 770 1,540 2,310
US Feet

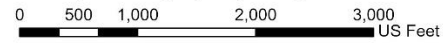
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SURROUNDING ZONING

The subject property is currently zoned RM (Residential Medium Density) in Rutherford County. The surrounding properties to the south and west are within unincorporated Rutherford County and also zoned RM. The properties to the north, across New Salem Highway, are within the City and zoned Single-Family Residential (RS-15), Commercial Fringe (CF), and Multiple Family Residential (RM-16). The property contiguous to the east, the World Outreach Church facilities, is within the City and zoned single family residential (RS-15) and properties further east are in the unincorporated Rutherford and zoned RM.



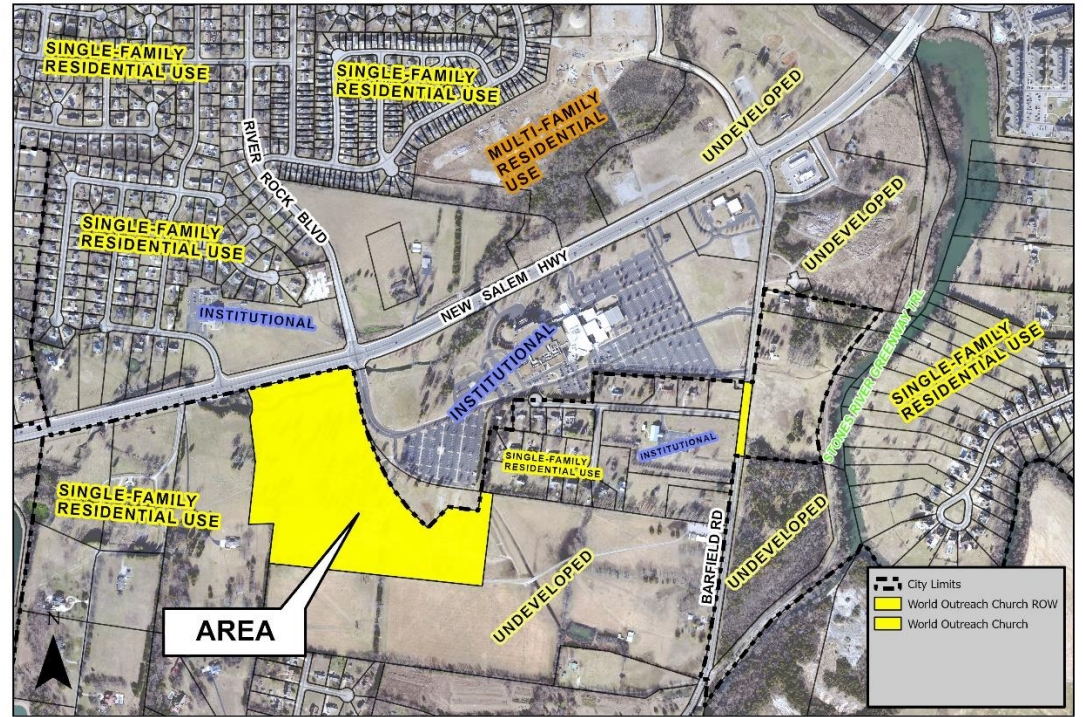
Annexation request for property along New Salem Highway



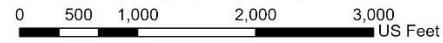
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PRESENT AND SURROUNDING LAND USE

The study area is vacant. A mixture of uses is developed on the properties in the surrounding area. To the north is New Salem Highway. Further to the north and west are large parcels each developed with a single-family residence, to the northeast an apartment complex is currently under construction. To the east is the main campus for World Outreach Church, an institutional use, and to the south is vacant land.



Annexation request for property along New Salem Highway



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PLAN OF SERVICES

POLICE PROTECTION

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the study area immediately upon the effective date of annexation. If the property is zoned RS-15, it will have little impact upon police services. This property is in Police Zone #2.

ELECTRIC SERVICE

The existing World Outreach Church facility is presently served by Middle Tennessee Electric (MTE). The study area is vacant and not currently served by MTE. MTE has capacity to accommodate any future development on the church campus. All new electrical infrastructure installed to serve the future development will be required to adhere to MTE standards.

STREET LIGHTING

There are no streetlights along Barfield Road. There are streetlights along this segment of New Salem Highway within the

study area. No new street lighting is anticipated with this annexation. However, if the City determines that streetlights are necessary along the subject ROW, MTE has the ability to install streetlights upon request by the City of Murfreesboro.

SOLID WASTE COLLECTION

The study area is currently vacant, no solid waste collection will be required for the study area in its current state. World Outreach Church currently uses a private solid waste management service to collect solid waste for the church facilities. Any future development will be collected by a private solid waste management service. Murfreesboro Solid Waste Department will not service the future church development.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees. If the property develops with church facilities, this type of development would have minimal impact to the Recreation Department.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within

the jurisdiction of the City of Murfreesboro. The property is currently vacant. Since the property is proposed for development of church facilities, there would not be any impacts to the City Schools with future development.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new

development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area includes approximately 520 linear feet of Barfield Road ROW, an existing 2-lane, ditch-section roadway. Upon annexation, the City will be responsible for operation and maintenance of this street. Based on a 15-year repaving cycle, the annualized maintenance cost for Barfield Road is \$775 with State Street Aid and General Fund as funding sources. The addition of the ROW will also result in approximately \$130 of capital cost with State Street Aid and General Fund as funding sources. The study area has access to New Salem Highway. Any new connections to Barfield Road must be approved by the City Engineer and any connections to New Salem Highway must be approved by TDOT and the City Engineer. Additionally, development along Barfield Road will require participation in construction of improvements to the roadway and ROW/easement dedication in accordance with the City's Substandard Street requirements.

Any new public roadways to serve the study area must be constructed to City Standards.

REGIONAL TRAFFIC & TRANSPORTION

The study area is currently served by New Salem Highway. The 2014 Level of Service Model in the proposed 2040 Major Transportation Plan shows New Salem Highway to be operating at a Level of Service F in the study area using average daily traffic (ADT) counts. The 2040 Level of Service Model indicates that new Salem Highway operates at a Level of Service of F without the proposed improvements recommended in the 2040 Plan and remains at a Level of Service F with the proposed improvements.

protection, and detention. Improvements to and ROW and easement dedication for Barfield Road should be incorporated in the development plans.

PROPERTY AND DEVELOPMENT

New development will be required to meet City Floodplain regulations to include proper elevation of new structures and no encroachment into the floodway.

A 50-foot Water Quality Protection Area will be required along Spence Creek.

New development may require a hydrologic determination on the stormwater conveyance system on the east side.

New development should comply with the City's Stormwater Quality Regulations by providing stormwater quality, streambank

SANITARY SEWER SERVICE

According to the Murfreesboro Water Resources Department (MWRD), in order to serve the property requesting annexation, a sanitary sewer main extension, from the future development to the existing 18" sewer interceptor along the southern side of Spence Creek, would be required. Any sewer main extensions would be dedicated, along with the necessary sewer easements, to the City for operation and maintenance.

This property is within the Salem Barfield Sanitary Sewer Assessment District. The fees associated with this are \$3,150 per single family unit (sfu) in addition to the standard connection fees of \$2,550 per sfu. One sfu is equivalent to 260 gallons per day.

The property will come into the City with an RS-15 zoning, the same as the remaining World Outreach Church property within the City. Per the Sewer Allocation Ordinance (SAO) and a RS-15 zoning, the property is allotted 95 sfu's on 31.71 acres (31.71 acres * 3 sfu/acre = 95 sfu).

Although the extent of the proposed development's effects to the sewer system are not known at this time, the Salem

Barfield Sewer Basin is limited to 3,473 new single-family connections approved on or after January 1, 2023.

All main line extensions are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.

As depicted on the map below, the blue area represents the study area, the red lines on the map below represent the approximate location of the gravity sewer line.

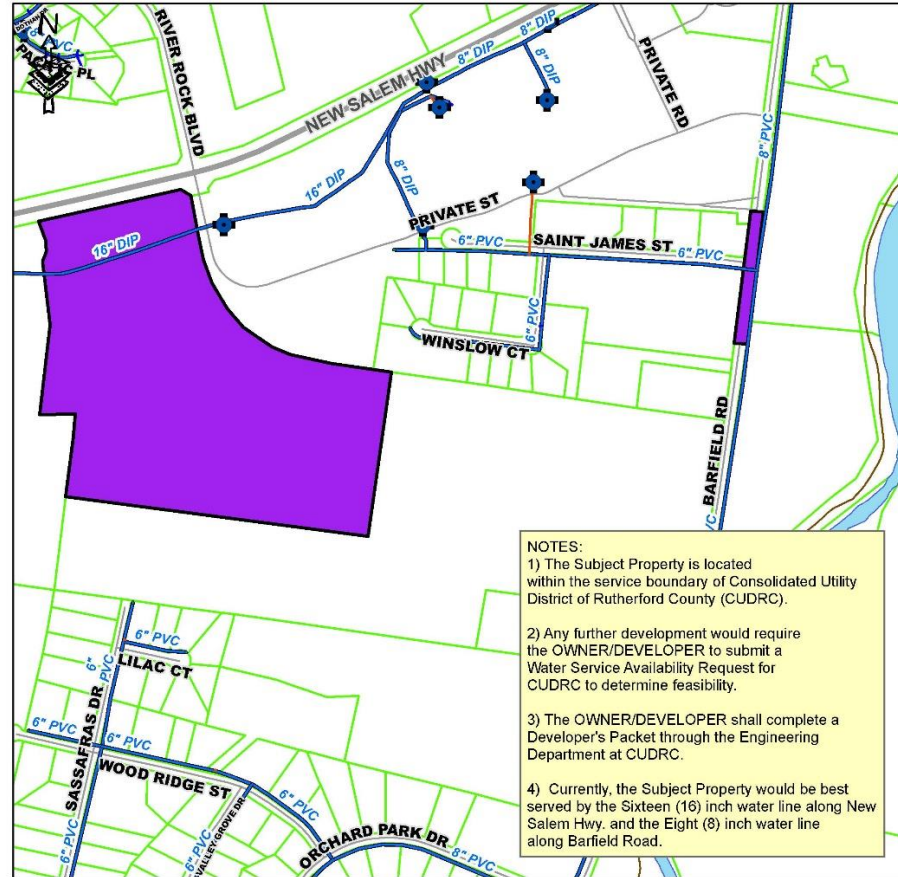
WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUD) service area.




A 16-inch ductile iron water main (DIP) is located along New Salem Highway and an 8-inch water main is located along Barfield Road. These water lines can serve the annexation study area and the future development of new church facilities, as illustrated in the attached exhibit.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUD's Developer Packet through CUD's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUD's development policies and procedures.

WOC New Salem Hwy Annexation Request Map 114 Parcel 8.00

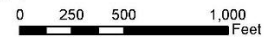


- NOTES:
- 1) The Subject Property is located within the service boundary of Consolidated Utility District of Rutherford County (CUDRC).
 - 2) Any further development would require the OWNER/DEVELOPER to submit a Water Service Availability Request for CUDRC to determine feasibility.
 - 3) The OWNER/DEVELOPER shall complete a Developer's Packet through the Engineering Department at CUDRC.
 - 4) Currently, the Subject Property would be best served by the Sixteen (16) inch water line along New Salem Hwy, and the Eight (8) inch water line along Barfield Road.

-  CUD HYDRANT
-  CUD WATER MAIN
-  SUBJECT PROPERTY

SEPTEMBER 8, 2023

TAX MAP: 114
PARCEL: 8.00



FIRE AND EMERGENCY SERVICE

The study area is currently vacant. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. MFRD can also provide fire protection upon development of the study area with future church facilities.

Currently the study area is located 2.7 miles from Fire Station #9 (802 Cason Lane). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.

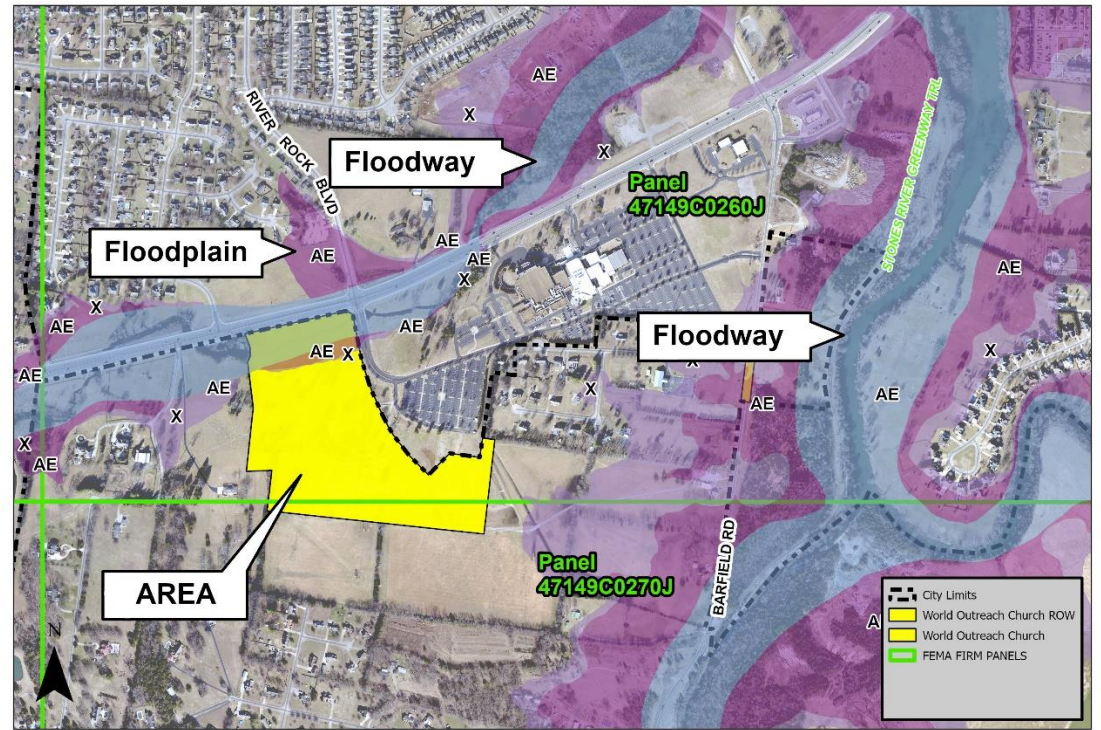


Annexation request for property along New Salem Highway

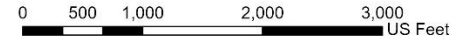
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FLOODWAY

The study area is located within Zone AE and Zone X of the 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows the 100-year floodplain along New Salem Highway to the north and to the east of the study area.



Annexation request for property along New Salem Highway



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DRAINAGE

Public Drainage System

Public drainage facilities are in the study area and include facilities in New Salem Highway. This drainage system is the responsibility of TDOT for routine maintenance. No additional public drainage systems are in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

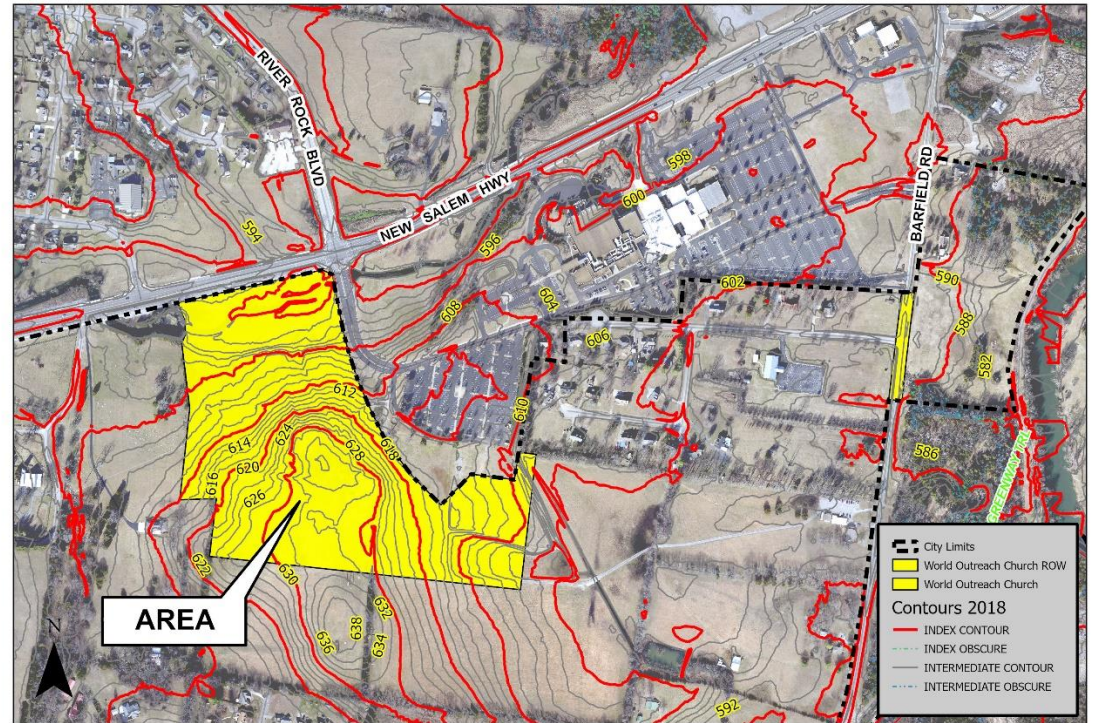
Regional Drainage Conditions

Regional drainage flows north to Spence Creek. The remainder of the study area drains to the east to a miscellaneous tributary to West Fork of the Stones River.

Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area in its current state, and new improvements will be subject to the Stormwater Utility Fee. The annexation study area is currently vacant and will not generate revenue for the Stormwater Utility Fee.

The red lines on the adjacent map represent ten-foot contours. The grey lines represent two-foot intervals.



Annexation request for property along New Salem Highway



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ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

RESOLUTION 23-R-A-32 to annex approximately 32.43 acres located along New Salem Highway and Barfield Road (Tax Map 114, Parcel 00800), including 520 linear feet of Barfield Road right-of-way, and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, World Outreach Church or Murfreesboro Tennessee, Inc., applicant [2023-504].

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

WHEREAS, a Plan of Services for such territory was adopted by **Resolution 23-R-PS-32** on November 30, 2023; and

WHEREAS, the Planning Commission held a public hearing on the proposed annexation of such territory on October 11, 2023 and recommended approval of the annexation; and

WHEREAS, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

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

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the “Area Annexed” and “Right-of-Way Annexed” is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

SECTION 2. That this Resolution shall take effect upon its passage, the public welfare and the welfare of the City requiring it.

Passed: _____

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

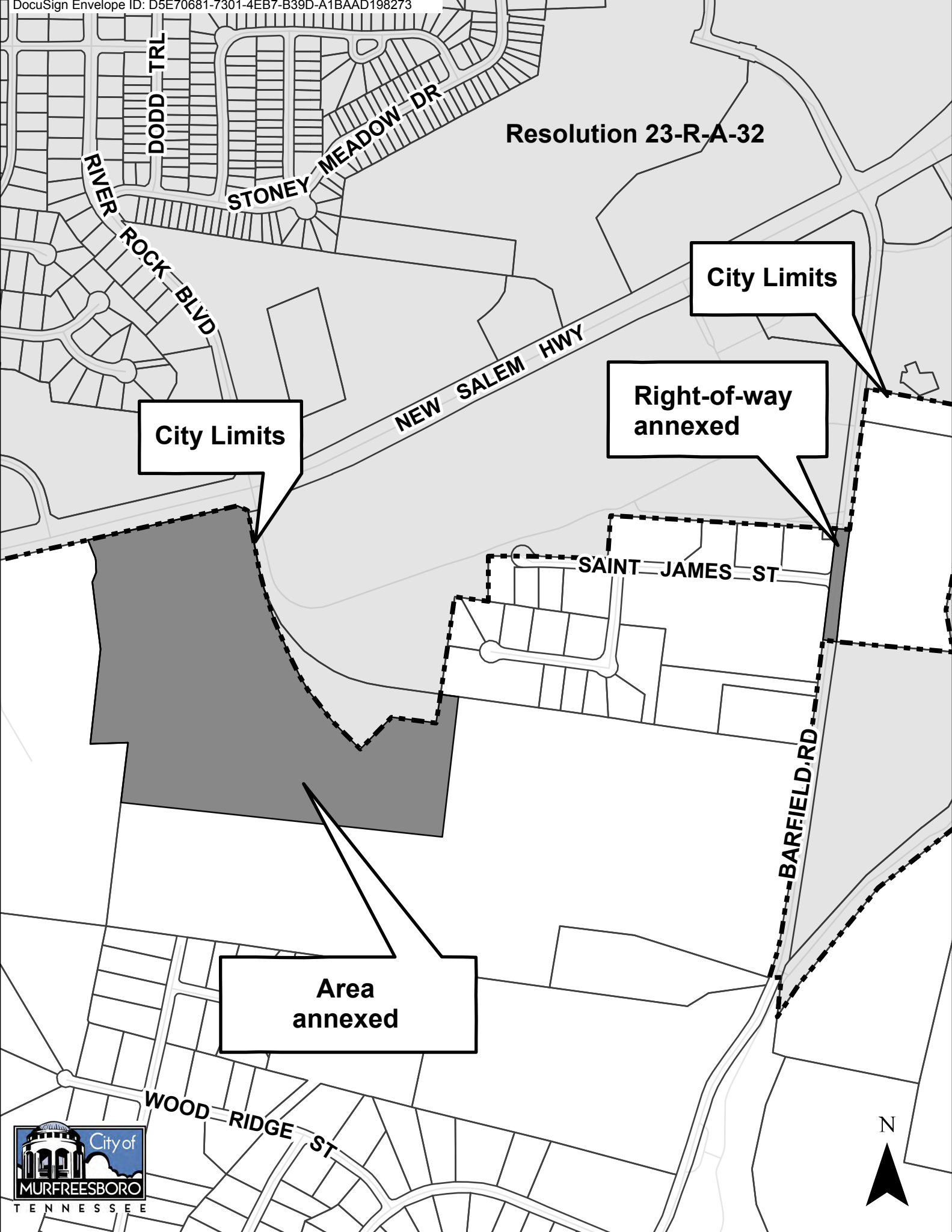
Jennifer Brown
City Recorder

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

SEAL

Resolution 23-R-A-32



City Limits

Right-of-way annexed

City Limits

Area annexed



COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Amending the PUD zoning for property along Cason Trail
[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 PUD zoning of approximately 121 acres located along the north side of Cason Trail, east of Racquet Club 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

Hidden River Holding Company, LLC presented to the City a zoning application [2023-412] to amend the existing PUD (Planned Unit District) zoning on approximately 121 acres located along the north side of Cason Trail. 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.

Council Priorities Served

Improve Economic Development

This rezoning will help facilitate the continued development of a 566-unit residential development.

Attachments:

1. Ordinance 23-OZ-33
2. Maps of the area
3. Planning Commission staff comments from 10/11/2023 meeting
4. Planning Commission minutes from 10/11/2023 meeting
5. Hidden River Estates PUD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 11, 2023
PROJECT PLANNER: MARINA RUSH**

6.b. Zoning application [2022-402] 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.

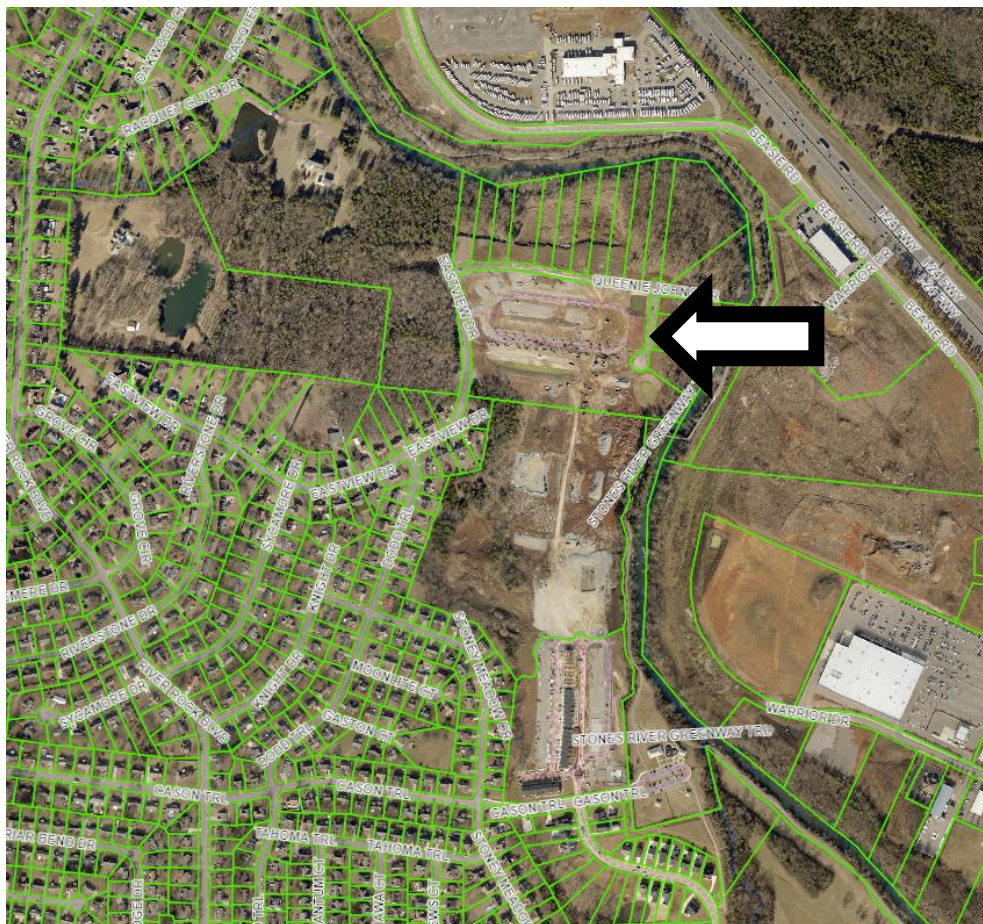
The applicant, Hidden River Holding Company, LLC, represented by Brian Burns, is requesting to amend the Hidden River Estates Planned Unit District (PUD) as a result of changes to The Cottages townhomes from a two-story house design to a 1-story house design, thus increasing the building footprint for each unit. This design change resulted in the following site development modifications from the previous PUD plan book:

1. Reduced Total Units: Reduction in total number of townhomes from 620 units (approved) to 566 units (proposed), net decrease of 54 townhomes. The proposed changes by unit type are:
 - a. The Cottages: reduction from 236 units to 166 units,
 - b. The Villas: increase from 196 units to 257 units,
 - c. The Landings: reduction from 106 units to 61 units,
 - d. The River Row: no change, remains at 64 units, and
 - e. The Estates: no change, remains at 17 single family detached units.
2. Reduced Density: Reduction in density from 5.16 dwelling units/acre to 4.60 dwelling units/acre.
3. Reduced Parking Spaces: Reduction in guest parking proportional to the reduction of housing units. Parking spaces required for each residence remains consistent with the Zoning Ordinance, there are no parking exceptions requested.
4. Reduced Open Space: Reduction in a portion of the open space areas by 20% within The Cottages development section. Overall open space continues to exceed the 30% minimum requirement. Play fields, kayak launch, two pools, pedestrian trails, formal open spaces remain as amenities.
5. Modification to Detention Ponds: Changes to the location and size of some of the detention ponds in the Cottages area.

The townhome building designs remain the same. The site design changes are noted in the program book and listed above in this staff report. The two amenity centers and the commercial portion of the plan remain the same as currently approved.

The Hidden River Estates PUD was recommended for approval by the Planning Commission on October 2, 2019, and approved by the City Council in December 2019. Townhome units have been constructed and sold in Phase 1 and site improvements are currently under construction for the next phase.

As depicted on the attached maps, the subject property is located along the north side of Cason Trail, east of Stoney Meadow Drive, north of Eastview Drive, southeast of Racquet Club Drive, and west of the Stones River Greenway Trail. The property tax map/parcel numbers are Tax Map 101, Parcels 00310, 00311 and 00312, as well as Tax Map 101E, Group C, Parcels 00100 through 01700. The area noted below by the arrow is the location for The Cottages section and the area where the changes are proposed within the Hidden River Estates PUD development.



Adjacent Zoning and Land Uses

The subject property is currently zoned PUD. The adjacent properties to the west and north are zoned RS-10 (Cason Grove subdivision) and RS-15 (Cason Grove Estates and Countryside subdivisions), to the south is RS-10 (Parkside at Hidden River subdivision), and to the east is the Stones River West Fork. Further to the east are properties zoned Light Industrial and developed with an RV sales facility, Costco and gun range.

Future Land Use Map

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan indicates “Auto Urban Residential” as the most appropriate land use character. The general characteristics of Auto-Urban Residential are less openness between dwellings, urban landscaping, emphasis on connectivity within the development, density range of 4.0-12.0 du/acre, and PRD zoning for townhome developments. The proposed PRD is consistent with the AUR characteristics, but not with the AUR development criteria regarding the percentages for area and number of units devoted to single-family attached development (e.g., townhomes). However, the proposed amendment is a reduction in the total number of units and a reduction in overall density. In addition, the original zoning was approved in 2019 under the previous 2035 FLUM, which had different criteria.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



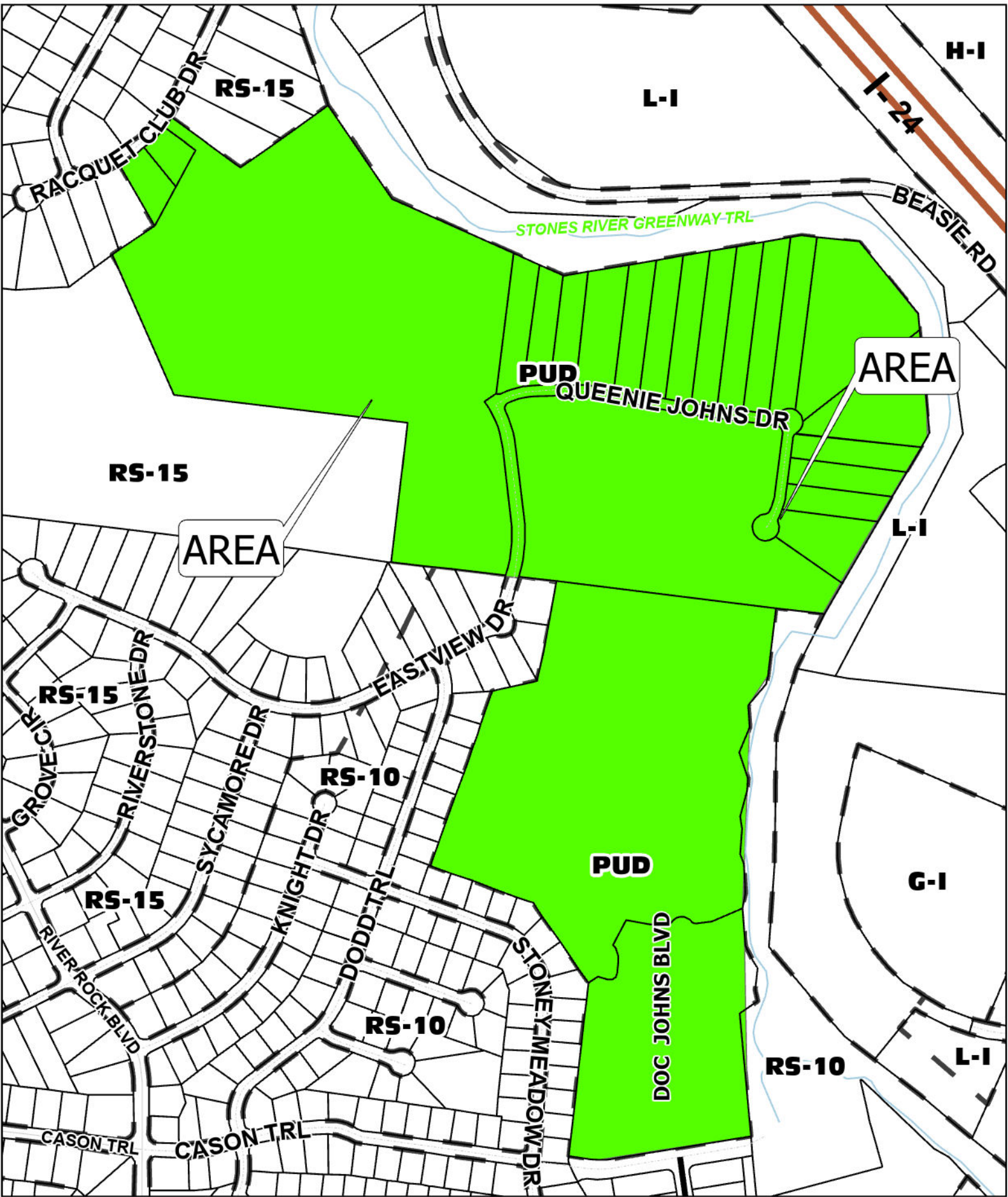
Recommendation:

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

- 1) Hidden River Estates proposed modifications include a reduction in the total number of residential units, reduction in density, and changes to open space, parking and detention ponds can be accommodated within the site development.
- 2) Hidden River Estates proposed modifications is consistent with the 2035 Murfreesboro Future Land Use designation of Auto Urban Residential for housing type, characteristics, and density.
- 3) Hidden River Estates proposed modifications to the house relocations, open space and detention pond changes are in the northeastern portion of the property and would not be visible from adjacent neighboring properties.

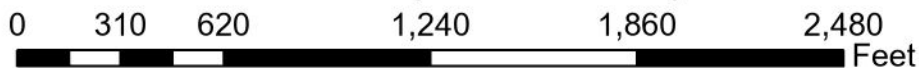
Action Needed:

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.



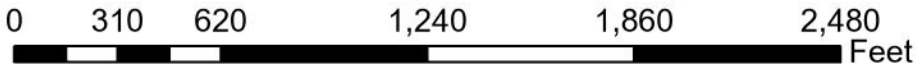
Zoning Request for Property located along Cason Trail and Racquet Club Drive
 PUD Amendment (Hidden River PUD)

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





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



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

T E N N E S S E E

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Huddleston-Steele Engineering, INC.

Address: 2115 N.W. Broadstreet City/State/Zip: Murfreesboro, TN, 37129

Phone: 615.509.5930 E-mail address: routree.associates@yahoo.com.

PROPERTY OWNER: Hidden River Holding Company, LLC

Street Address or property description: Hidden River Estates

and/or Tax map #: 101 Group: _____ Parcel (s): 3.10, 3.11 & 3.12

Existing zoning classification: PUD

Proposed zoning classification: PUD Acreage: 121 +/-

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

E-mail: _____

APPLICANT'S SIGNATURE (required): 

DATE: 08/17/2023

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

Date received: _____ **MPC YR.:** _____ **MPC #:** _____

Amount paid: _____ **Receipt #:** _____

8.16.2023

Greg McKnight, Planning Director
111 W. Vine Street, P.O. Box 1139
Murfreesboro, TN 37133-1139

Re: PRD Amendment Request – Hidden River Estates

Described as Tax Map 101, Parcel 3.10, 3.11, & 3.12 consisting of 121 +/- ac. rezoned PRD

Dear Greg,

On behalf of our client, Hidden River Development Company, we hereby request to amend the current PRD. The amendment is due to modifications of the Cottage townhomes from a 2-story design to a 1-story design thus increasing the house footprint which in turn impacted the layout of multiple homes. The result of the changes is a reduction in the overall home count from 620 to 566.

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

Sincerely,

Clyde Rountree

Clyde Rountree, RLA

Hidden River Estates

PLANNED UNIT DEVELOPMENT



**SUBMITTED ON NOVEMBER 1ST, 2023
FOR THE NOVEMBER 30, 2023 CITY
COUNCIL PUBLIC HEARING.**

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Hidden River Estates

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3. PROJECT AMENDED SUMMARY
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6. ADJACENT ZONING
7. EXISTING UTILITIES
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11. EXISTING CONDITION SOUTH
12. EXISTING AND FUTURE TRAILHEAD GATE LOCATION
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 39. EXCEPTION REQUEST SUMMARY
 40. DEVELOPMENT STANDARDS
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- ADD. #II - PUD AMENDMENT (APPROVED SITE PLAN)
- ADD. #III - PUD AMENDMENT (AMENDED SITE PLAN)

Development Team

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Planning and Engineering

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

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

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

Owner/ Developer

**Hidden River Development
Company, LLC.**
Brian Burns
6 N. Public Square
Murfreesboro, TN, 37129
Tel: 615.405.5647

Architecture/Design

JTaylor Designs
Jamie Taylor
310 Uptown Square
Murfreesboro, TN, 37129
Tel: 615.542.4675
Mail: jamie@jtaylordesigns.net

Building on Experience

Hidden River Development Company, LLC is a renowned residential community builder that specializes in crafting beautifully designed homes in the Murfreesboro and Rutherford County regions. They have earned a strong reputation within the community and are widely regarded as industry leaders. Some of their noteworthy projects include General's Retreat, General's Run, and Cottages on Clark.



General's Retreat



North Church Street



General's Landing



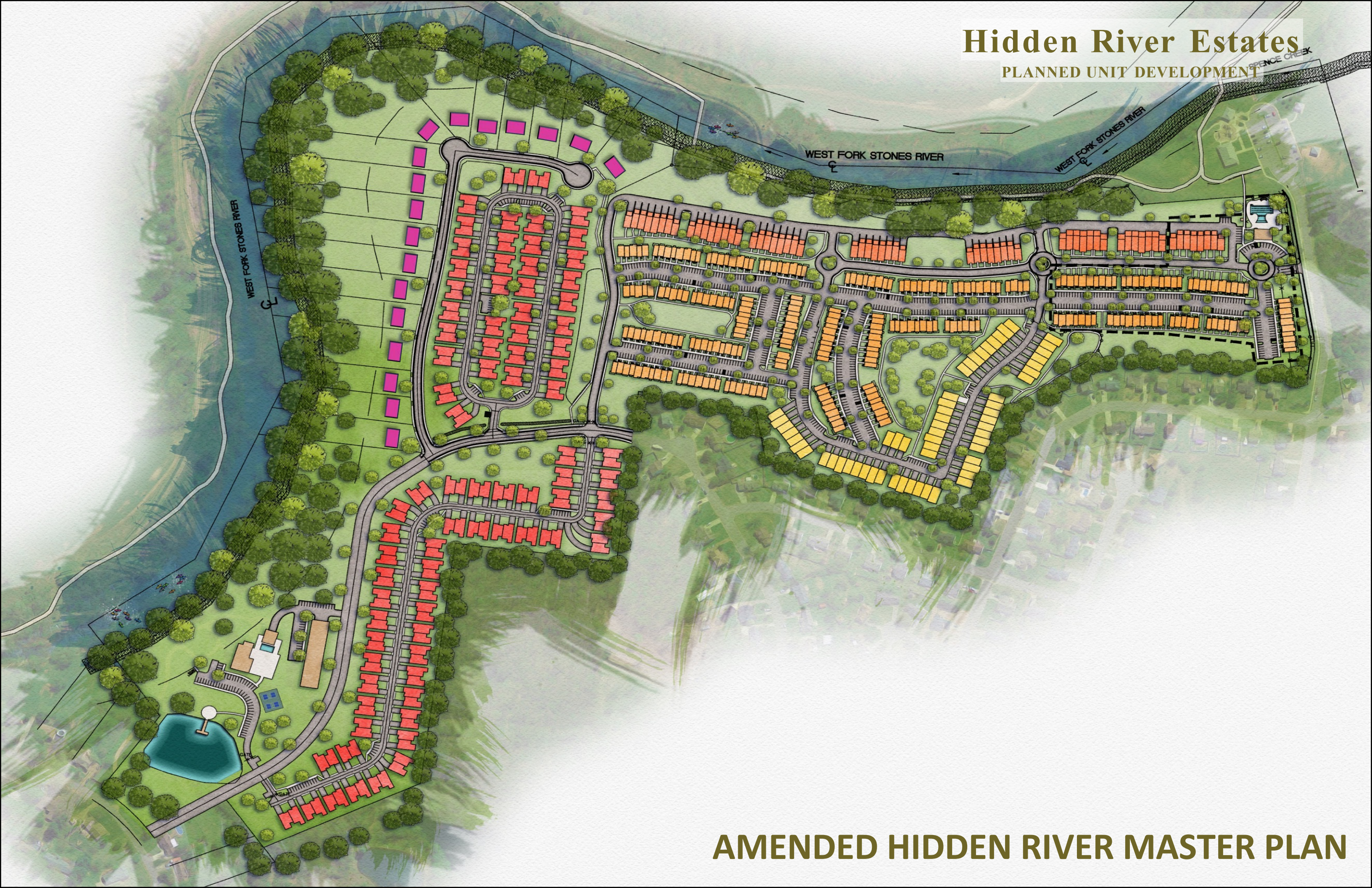
General's Run



Cottages on Clark

Hidden River Estates

PLANNED UNIT DEVELOPMENT








AMENDED HIDDEN RIVER MASTER PLAN

Project Amendment Summary

Hidden River Estates is currently zoned PUD (Planned Unit Development). Hidden River Development Company, LLC requests an amendment to the Hidden Estates PUD zoning as a result of the modification to The Cottages townhomes from a 2-story design to a 1-story design increasing house footprint. This change resulted in the following modifications as proposed in the previous PUD:

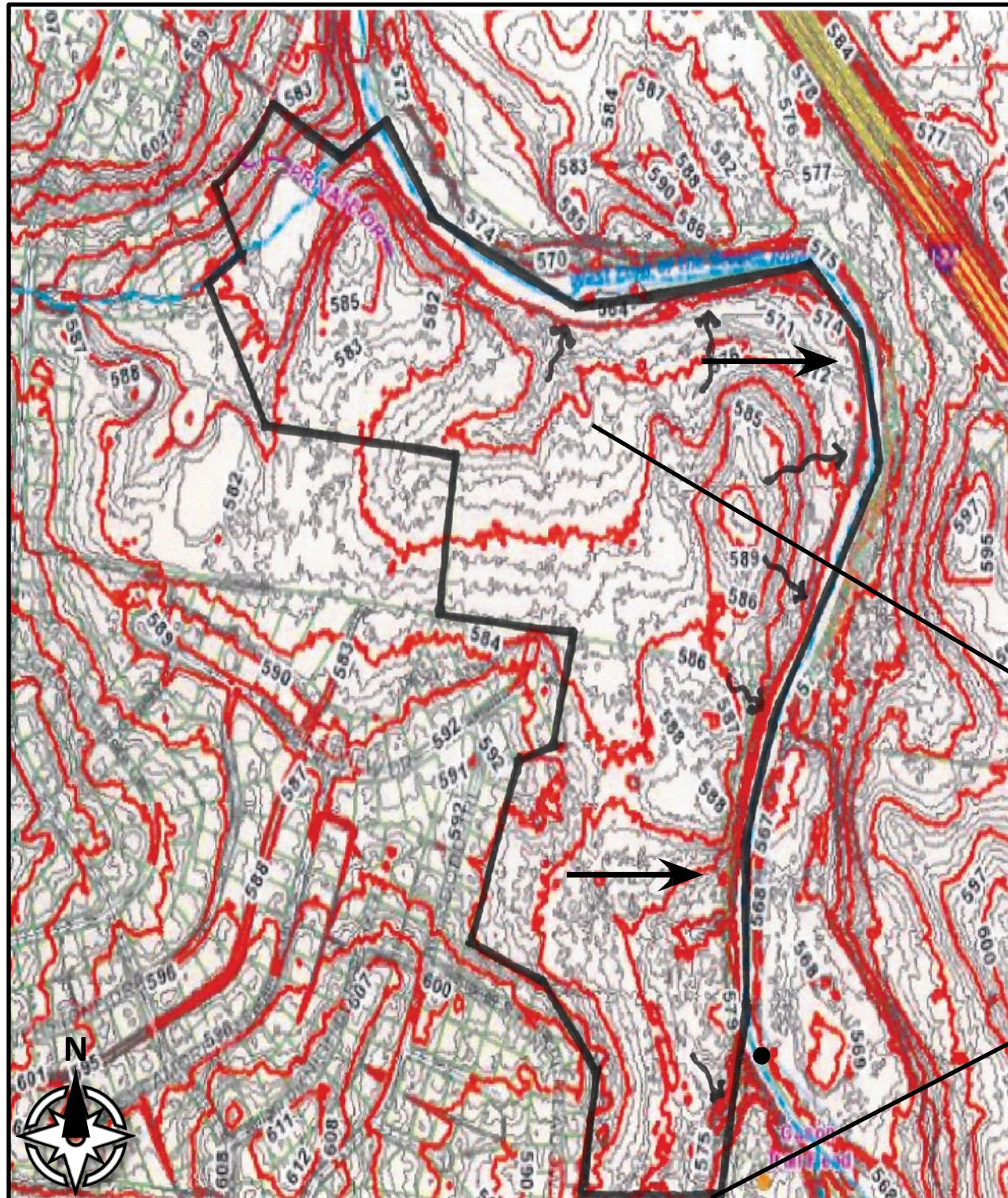
- Reduction in the overall number of units from 620 allowed to total of 566, a net decrease of 54 townhomes. Proposed changes include the following:
 - The Cottages townhome total units decreased from 236 to 166.
 - The Villas townhome units increased from 196 to 257.
 - The Landings townhome total units decreased from 106 to 61.
- Reduced density from 5.16 to 4.6 units per Acre.
- Guest Parking counts reduced in proportion to the reduction in number of homes; which meet city requirements.
- The green space in the general area for The Cottages has been reduced by 20%; which meet city requirements.
- Modifications to detention ponds in affected areas.

The PUD is located on Parcels 3.10, 3.11 & 3.12 on Rutherford County Tax Map # 101 & is a Horizontal Property Regime (HPR) which includes over 18 acres of active open space, 2 miles of internal walking trails, 2 amenity centers serving both sides of the development, 1 private access points connecting to the Cason Trail Greenway, a small commercial node, private gated access, and a kayak launch to the Stones River. Access to the site will be via 3 access points: Southeast Access via Cason Trail (Southern Access), Northwest Access via Racquet Club Drive (Northern Access), and Middle Access via an extension to Eastview Drive (Middle Access). Each entrance will have formal landscaping, gated access, and apportioned architectural elements. Northern and Southern Entrances allow for direct access to the respective amenity centers, and feature YELP emergency open gates.

	Type	Quantity of units (Approved)	Quantity of units (Proposed)	Diff.	Square footage	Bedrooms	Garage / surface parking	Parking spaces required	Provided parking spaces
	River Row	64	64	0	2000 - 3500	<ul style="list-style-type: none"> • 16 - 4 Bdrm • 48 - 3 Bdrm 	<ul style="list-style-type: none"> • 2-Car Garage • Surface Parking 	230	280
	The Landings	106	61	-45	1400 - 2800	<ul style="list-style-type: none"> • 24 - 2 Bdrm • 37 - 3 Bdrm 	<ul style="list-style-type: none"> • 1-2 Car Garage • 2-Car Driveway 	174	244
	The Villas	196	257	+61	1300 - 2200	<ul style="list-style-type: none"> • 105 - 2 Bdrm • 152 - 3 Bdrm 	<ul style="list-style-type: none"> • Surface Parking 	732	742
	The Cottages	236	166	-70	1800 - 2500	<ul style="list-style-type: none"> • 67 - 2 Bdrm • 99 - 3 Bdrm 	<ul style="list-style-type: none"> • 2-Car Garage • 2-Car Driveway 	473	664
	The Estates	18	18	0	2500 (Min.)	<ul style="list-style-type: none"> • Custom 	<ul style="list-style-type: none"> • Custom 	72	108

Topography

The subject property is located along the Murfreesboro Greenway with the Stones River to the East, with the Southern entrance along Cason Trail, near the Cason Trailhead. The Western Border of the development is bound by Dodd Trail & Eastview Drive and the Cason Trail Subdivision; the Northwestern Border of the development is Racquet Club Drive. From the Southern Entrance, it is 2.3 miles to Interstate 24; from the Northern Entrance, it is 1.5 miles to Interstate 24. The topography of the site is relatively flat, with several natural swales leading towards the river; the topography drops at a modest rate from west to east towards the river.



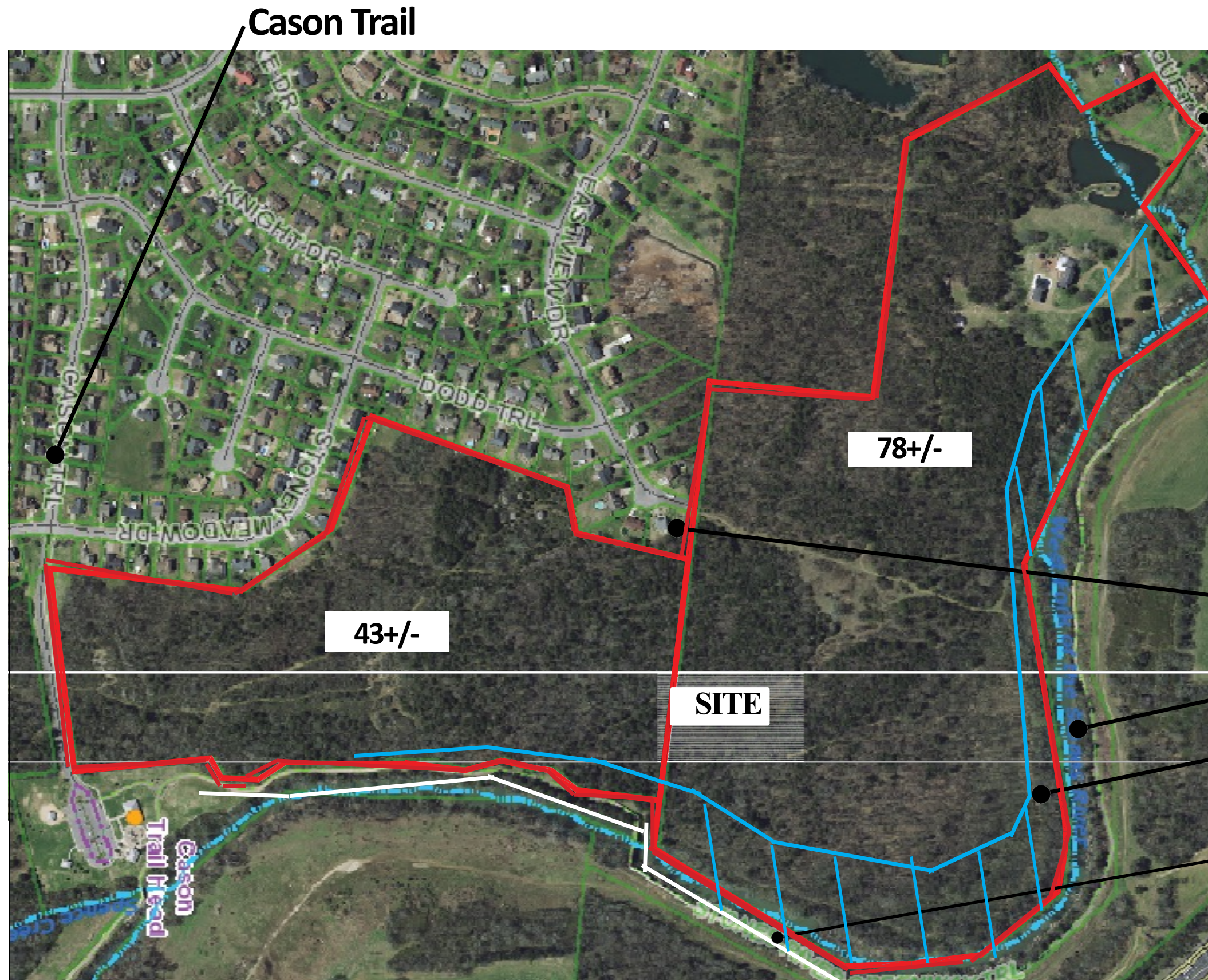
SITE

**Cason Trail
Greenway
Trail Head**

Aerial Map

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Racquet Club Drive

The subject property is a combination of two large tracts, 43 +/- acres & 78 +/- acres, respectively. The floodway along the Stones River is identified with the blue line and the Greenway is identified with the white line. The Greenway crosses the Stones River at the midpoint of the subject property where the two parcels join.

Eastview Drive

Stones River

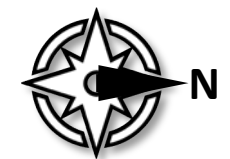
Flood Way

Greenway Trail

43+/-

78+/-

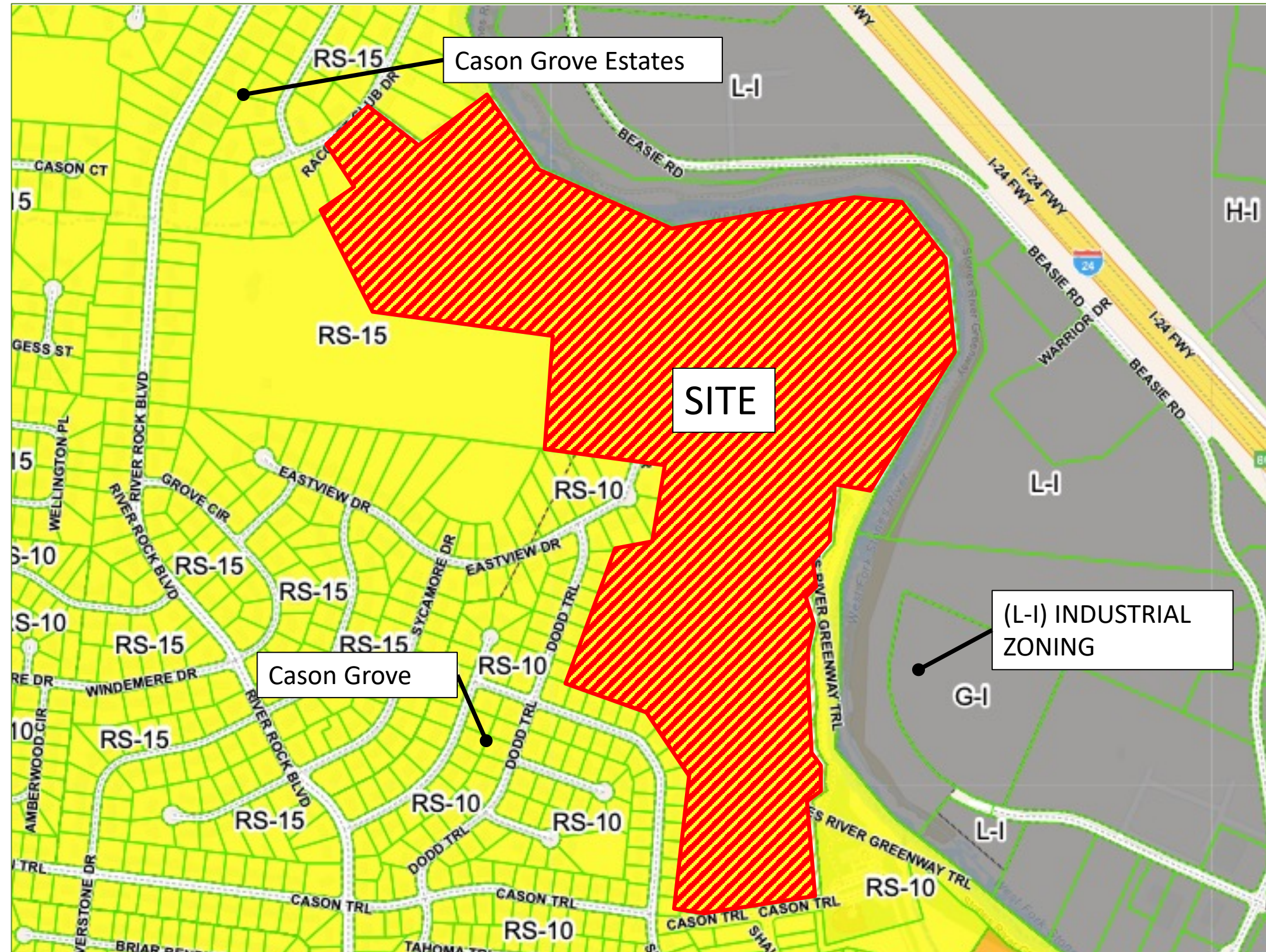
SITE



Adjacent Zoning

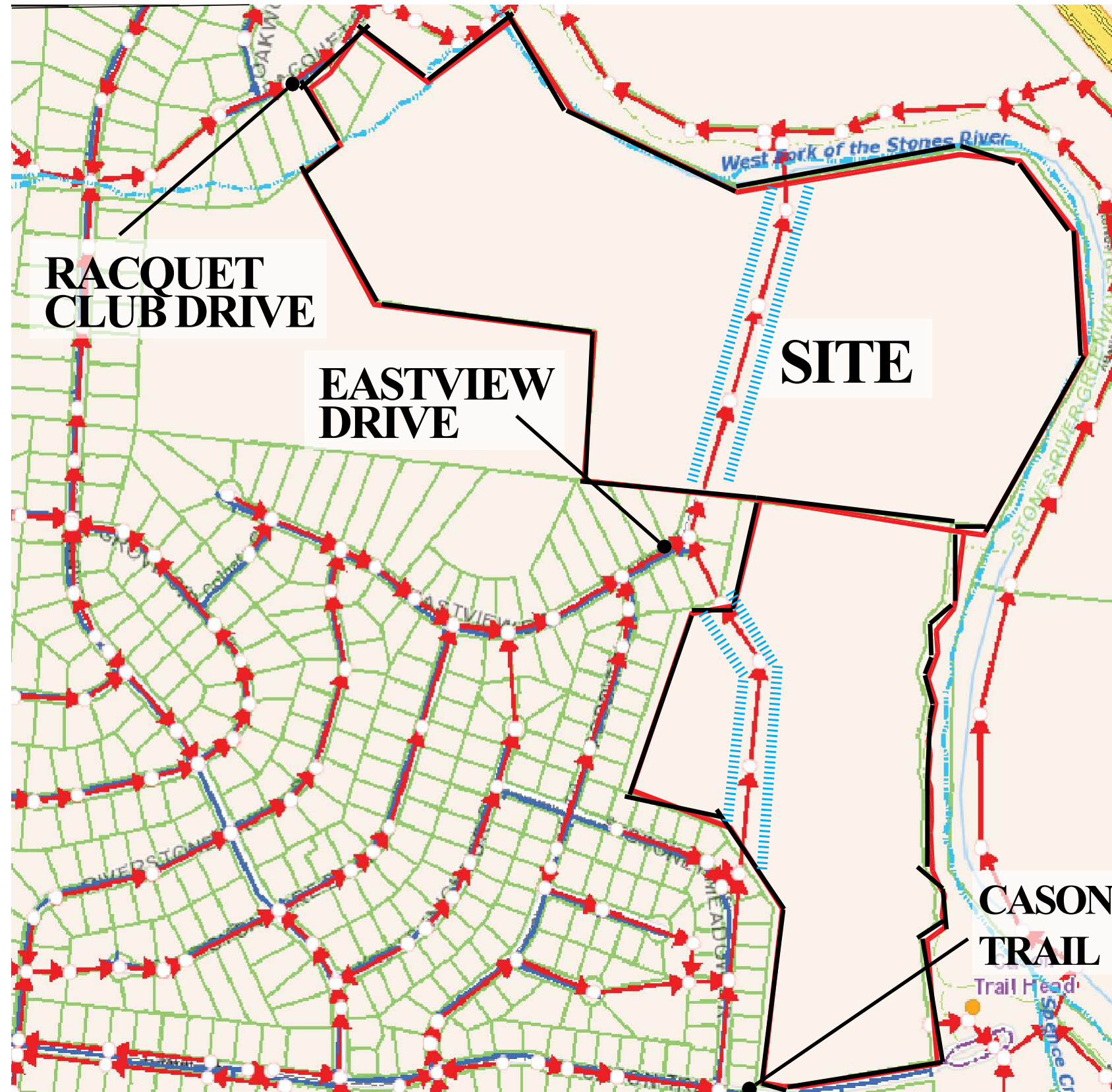
Hidden River Estates

PLANNED UNIT DEVELOPMENT



The subject property is bordered by RS-10 on the Southern boundary and Western border. To the North is zoned RS-15; to the East, across the Stones River is zoned L-1. The proposed zoning for the subject property is a Planned Unit Development (PUD) with a combination of townhouse types (HPR) and single-family detached homes.

Existing Utilities



Legend: Existing Utilities

Red = 8" Sanitary Sewer

Blue = 8" Water

||||||| = Sewer Easement

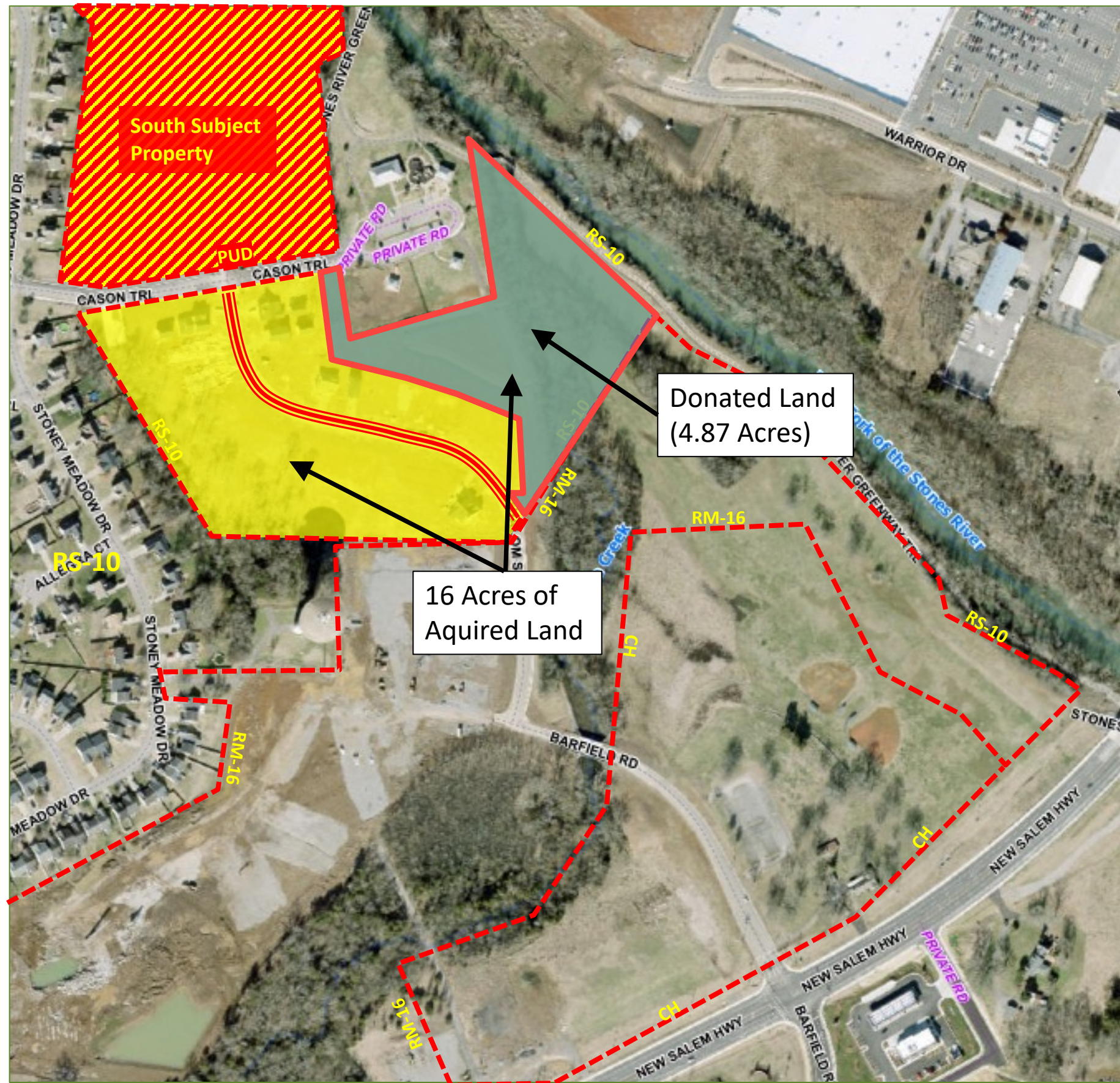
Existing Infrastructure Providers:



Site Connectivity

Hidden River Estates

PLANNED UNIT DEVELOPMENT



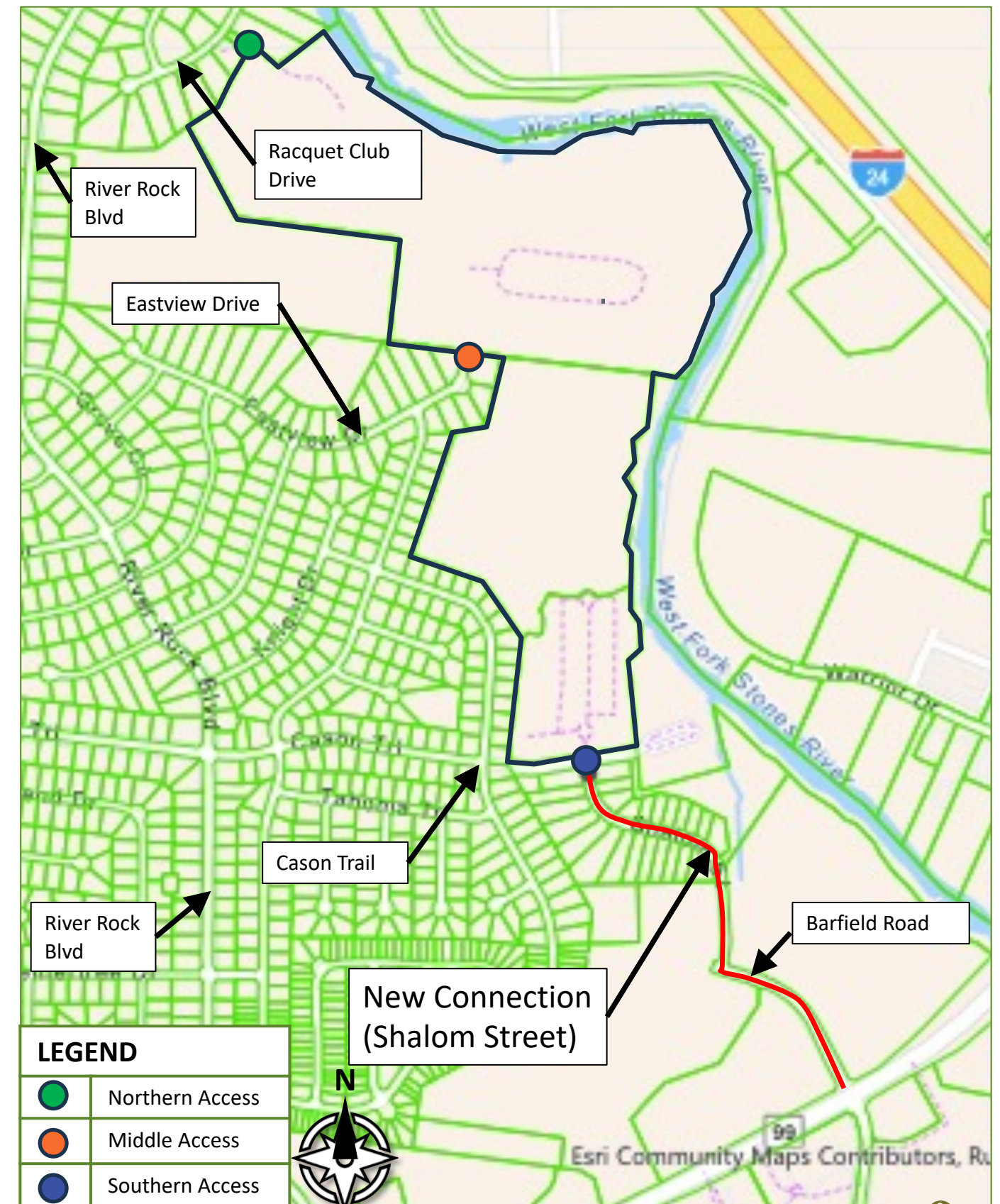
- The developer acquired an additional 16-acre tract of land located on the southern side of Cason Trail, to create a direct public connection to New Salem Road (US HWY 99), a major arterial roadway, for the future residents of Hidden River Estates and the surrounding neighborhoods.
- This newly acquired land was developed separately from this PUD, for single family homes, Parkside @ Hidden River Estates subdivision.
- The constructed roadway (Shalom Street) has been completed which provides construction access to Hidden River Estates.
- 4.87 acres of land identified in Plat book 45 page 172, (Parcel # 102 05607) has been donated to the City of Murfreesboro.

Site Connectivity (Cont.)

The development is served by several access roads. The Southern entrance will be accessible via Cason Trail and Shalom Street. The Northwestern entrance will be accessible via Racquet Club Drive, the Middle development access will be via Eastview Drive (an extension to which has been incorporated within the development site) and Dodd Trail. From the Southern entrance, US Hwy 99 (New Salem Road – currently under construction – widening to 5 lanes) is 1 mile away, and via US Hwy 99 – Interstate 24 is a further 1.4 miles away . From the Northern entrance, TN Hwy 96 (Franklin Rd) is 1.2 miles away, and via TN Hwy 96 – Interstate 24 is a further .3 miles away.

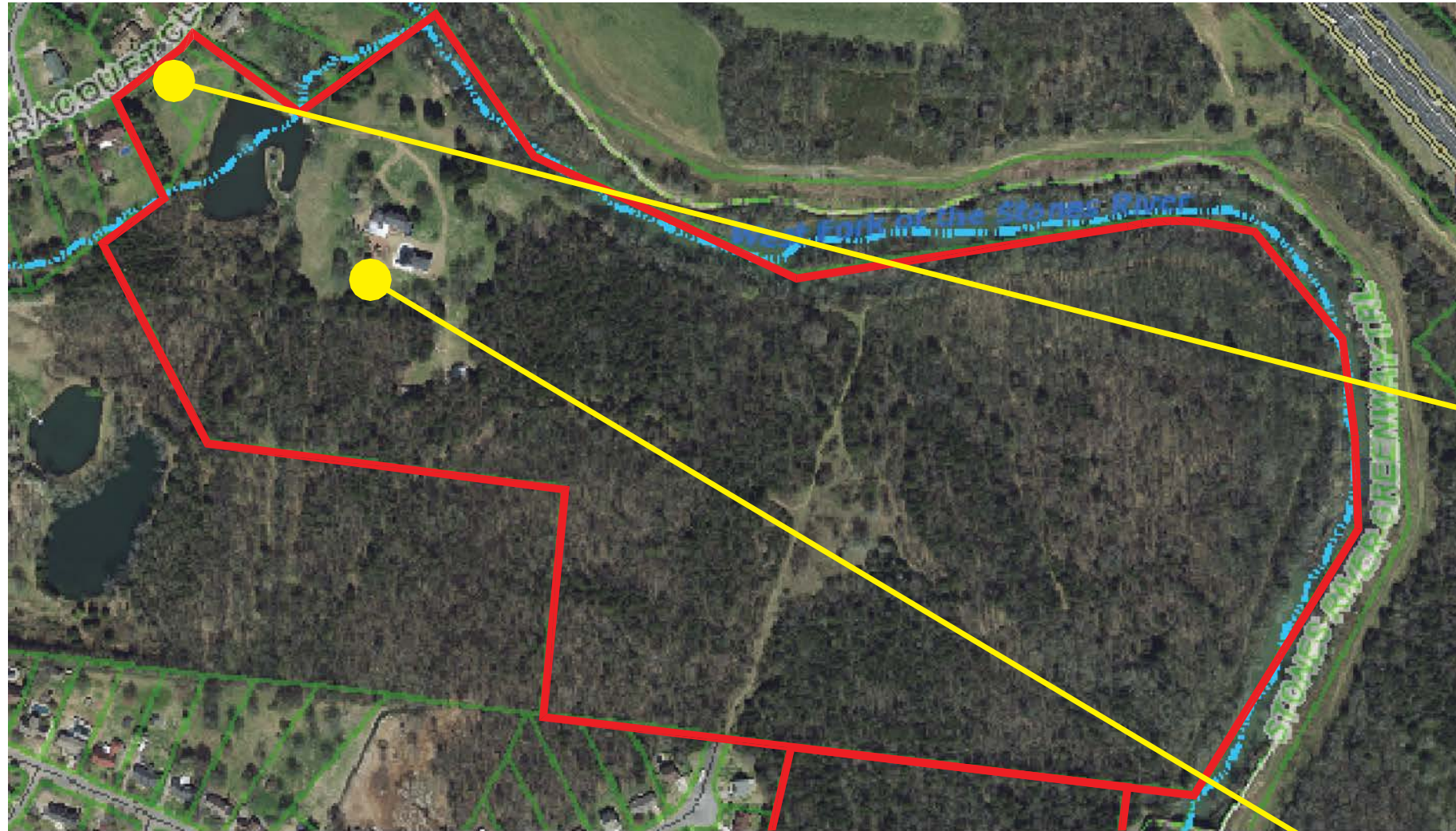
Accessing the Site:

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



Existing Condition Pictures North

Aerial view of subject property.



Existing northern entrance off of Racquet Club Drive



Existing Residence (To be converted to future club house)

Existing Condition Pictures South

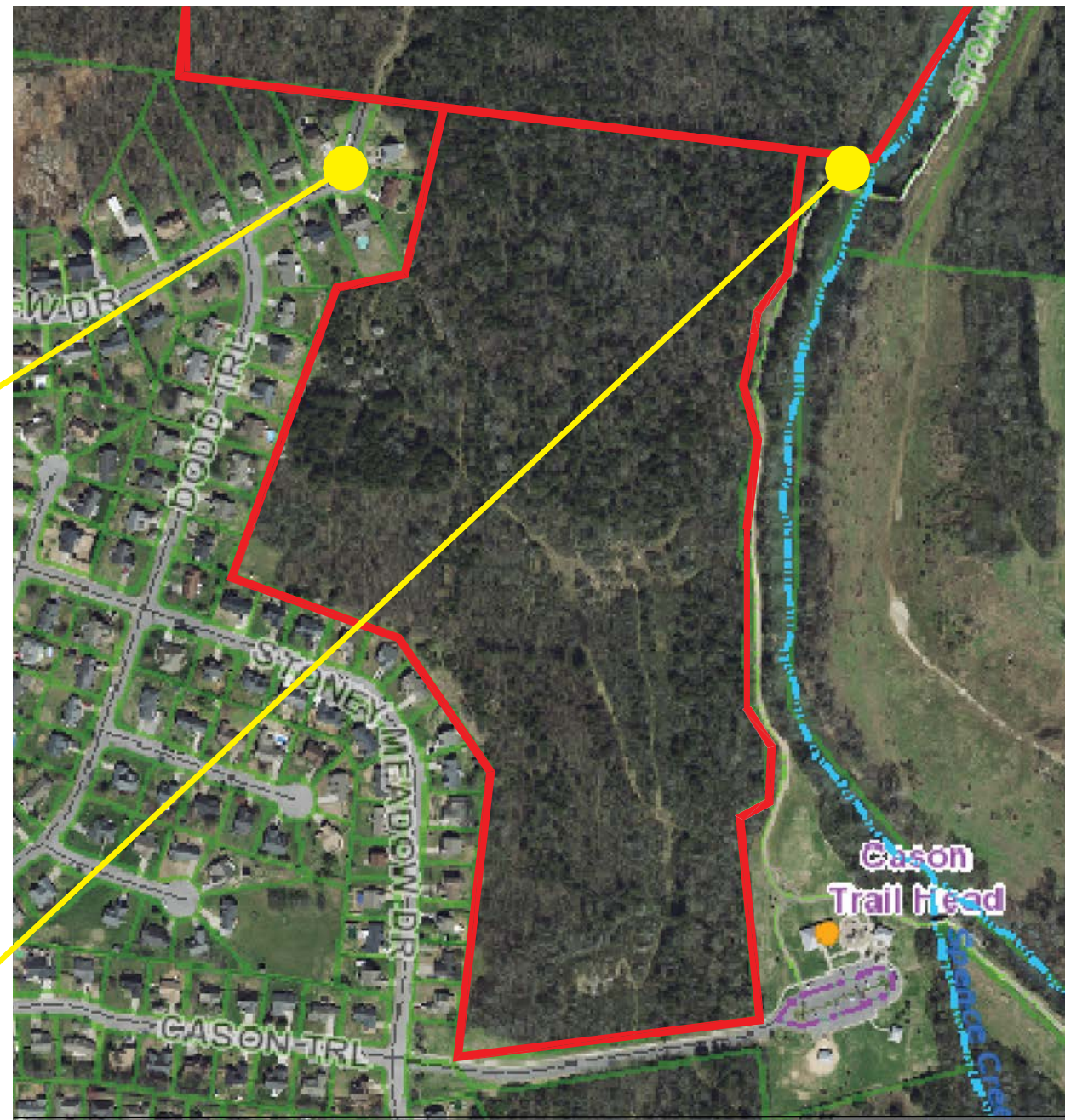


End of Eastview Drive



View of Greenway with I-24 in the background

Aerial view of subject property.



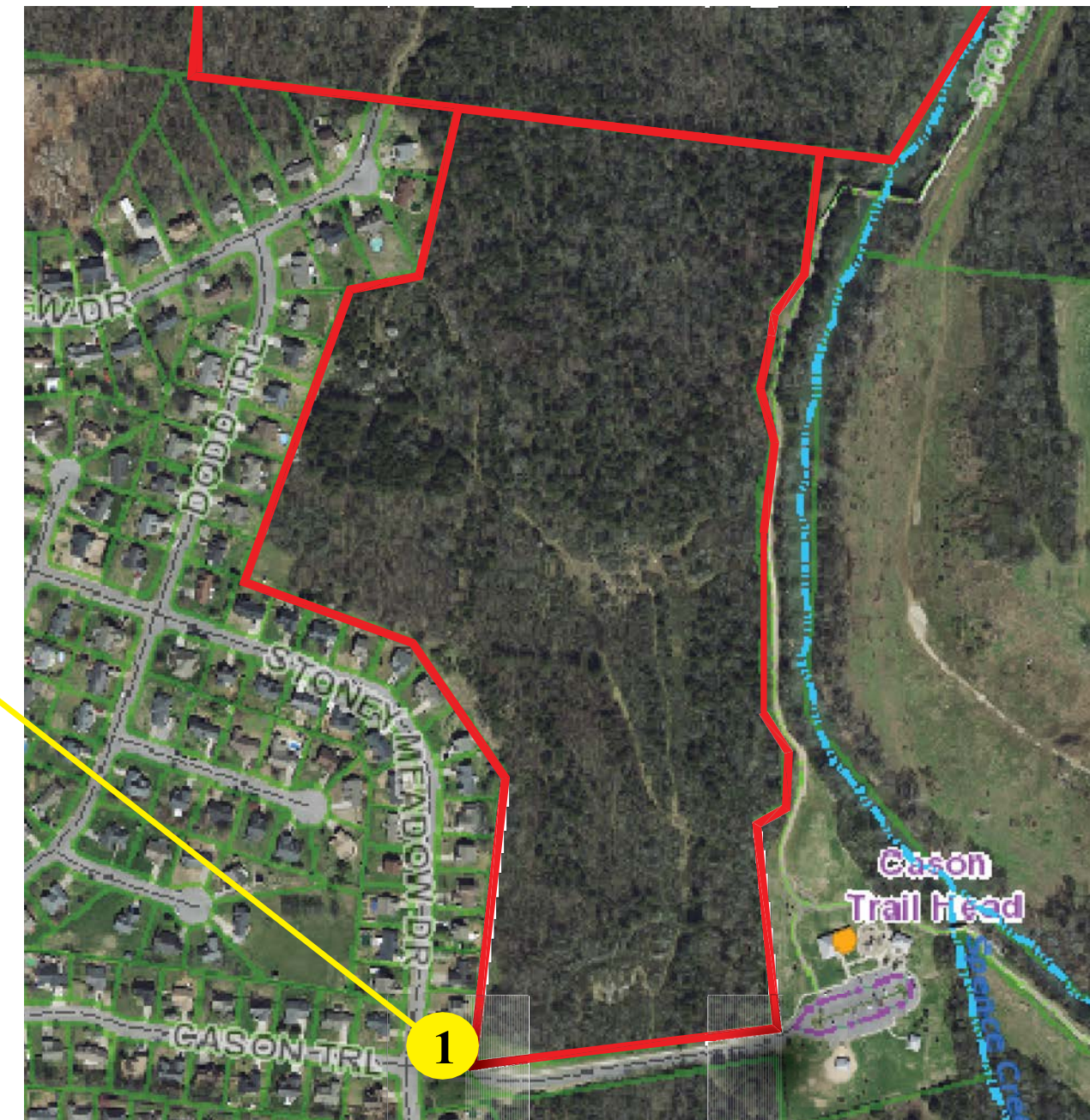
Existing and Future Trailhead Gate Location



1 Former location of trail head gate

* City to relocate gate to entrance of trailhead park

Aerial view of subject property.






Public and Private Roads Exhibit

Hidden River Estates

PLANNED UNIT DEVELOPMENT



LEGEND	
	PRIVATE ROAD
	PUBLIC ROAD
	GATE LOCATIONS








Amended Conceptual Site Plan

Hidden River Estates

PLANNED UNIT DEVELOPMENT



	Type	Square footage
	River Row	2000 - 3500
	The Landings	1400 - 2800
	The Villas	1300 - 2200
	The Cottages	1800 - 2500
	The Estates	2500 (Min.)








Amended Conceptual Site Plan (North)

Hidden River Estates

PLANNED UNIT DEVELOPMENT



	Type	Square footage
	River Row	2000 - 3500
	The Landings	1400 - 2800
	The Villas	1300 - 2200
	The Cottages	1800 - 2500
	The Estates	2500 (Min.)

MATCH LINE A-A






Amended Conceptual Site Plan (South)

Hidden River Estates

PLANNED UNIT DEVELOPMENT



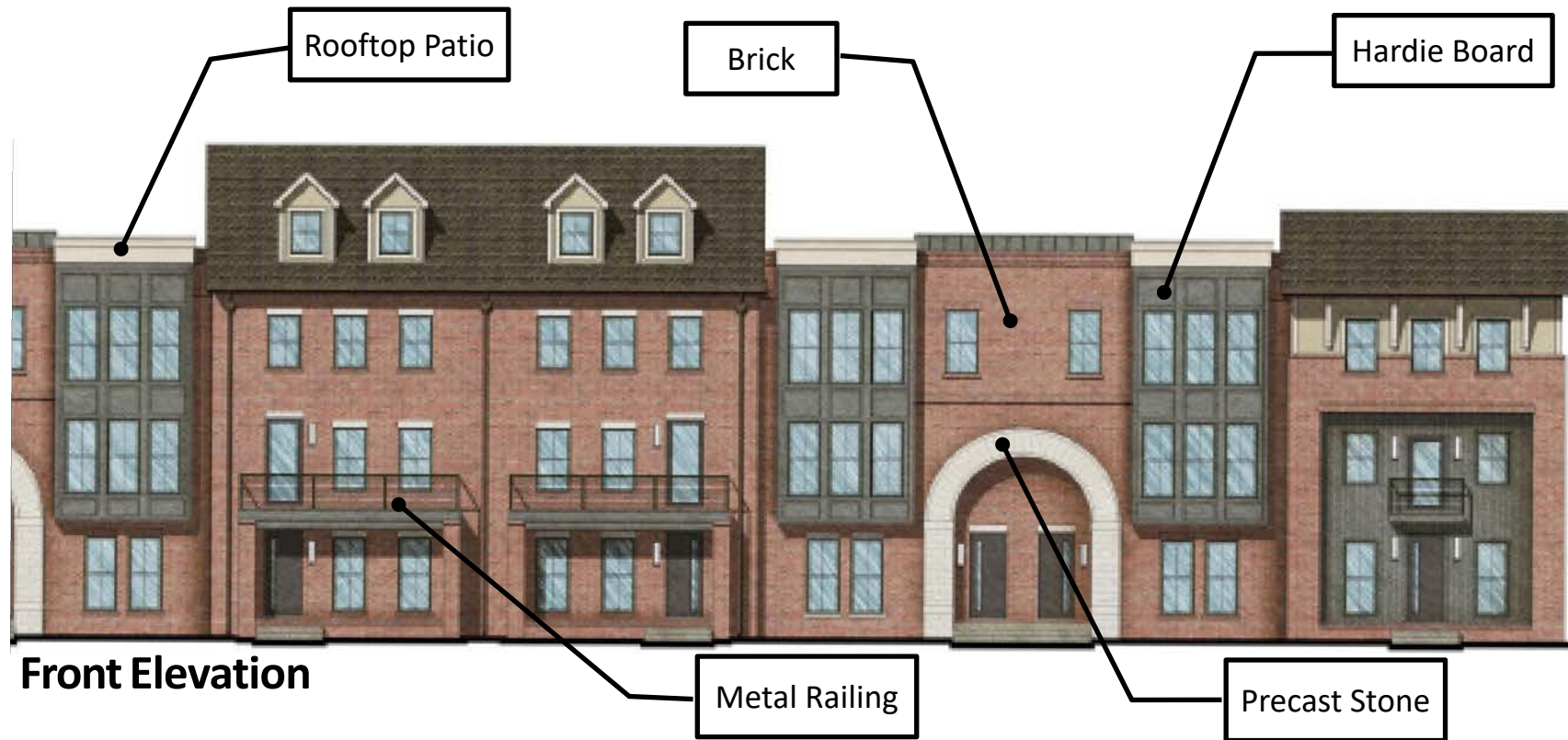
MATCH LINE A-A

	Type	Square footage
	River Row	2000 - 3500
	The Landings	1400 - 2800
	The Villas	1300 - 2200
	The Cottages	1800 - 2500
	The Estates	2500 (Min.)

The River Row Neighborhood

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Front Elevation



Rear rooftop view of built units



Front view of built units

The River Row - Neighborhood Detail



Hidden River Estates

PLANNED UNIT DEVELOPMENT



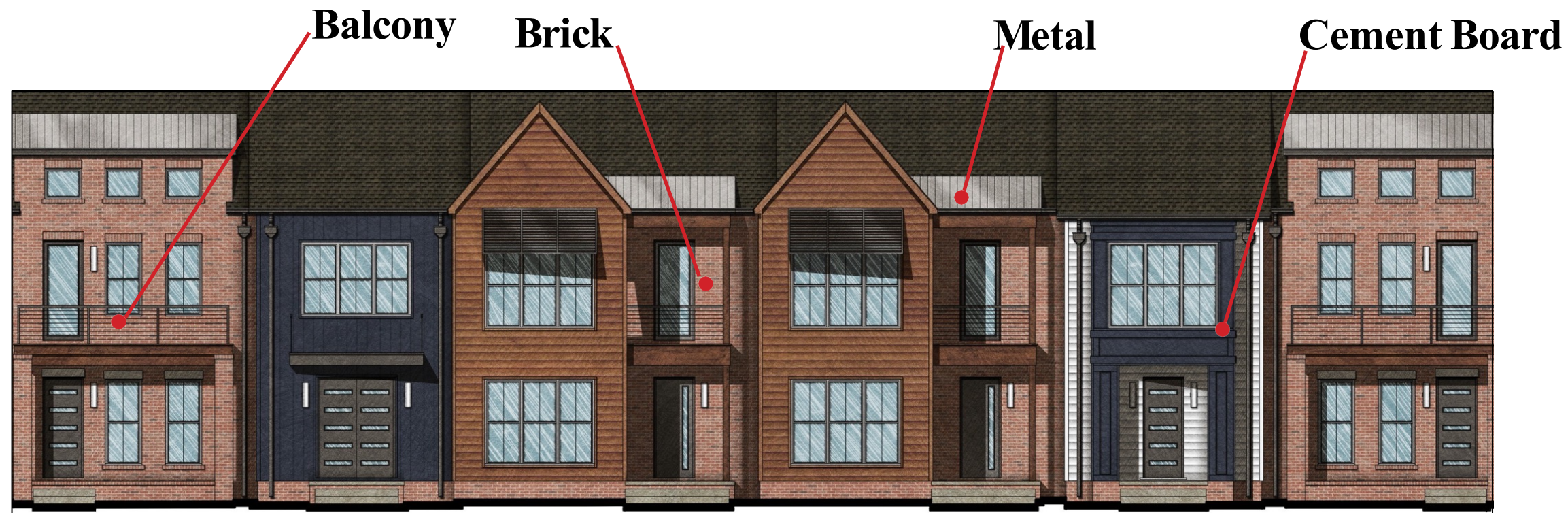
HOME TYPE	SIZE	HEIGHT	MATERIALS	BEDROOMS		PARKING	PARKING SPACE WIDTH	SPACES PROVIDED
The River Row	2000 S.F. (Min)	3 Story (45 ft)	<ul style="list-style-type: none"> •Brick •Metal •Cement Board 	3-Bdrm	48	<ul style="list-style-type: none"> •2 Car Garage •2 Car Carport 	10 ft ea.	280
				4-Brdm	16			
				TOTAL	64			

Units already constructed

The Villas Neighborhood

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Front Elevations



Built Villas along Cason Trail

The Villas - Neighborhood Detail

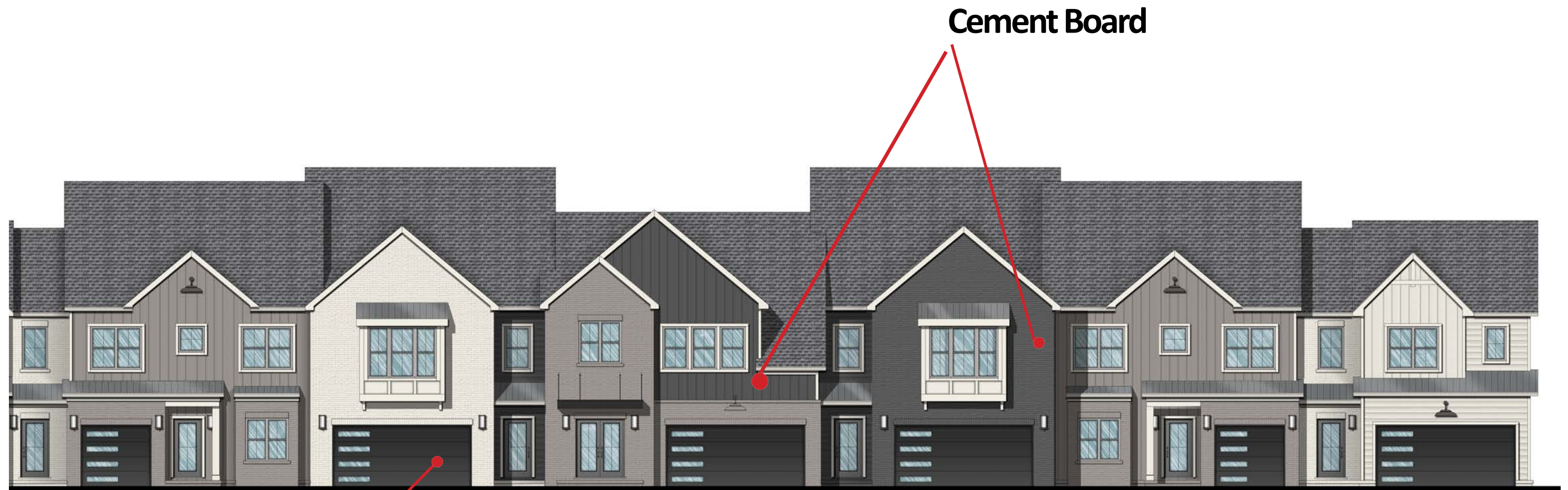
Hidden River Estates

PLANNED UNIT DEVELOPMENT



HOME TYPE	SIZE	HEIGHT	MATERIALS	BEDROOMS		PARKING	PARKING SPACE WIDTH	SPACES PROVIDED
The Villas	1300 S.F. (Min)	2 Story (35 ft)	<ul style="list-style-type: none"> •Brick •Metal •Cement Board 	2-Bdrm	105	Surface Parking	9' Min.	742
				3-Brdm	152			
				TOTAL	257			

Units already constructed



Cement Board

Decorative Garage Doors

FRONT ELEVATION

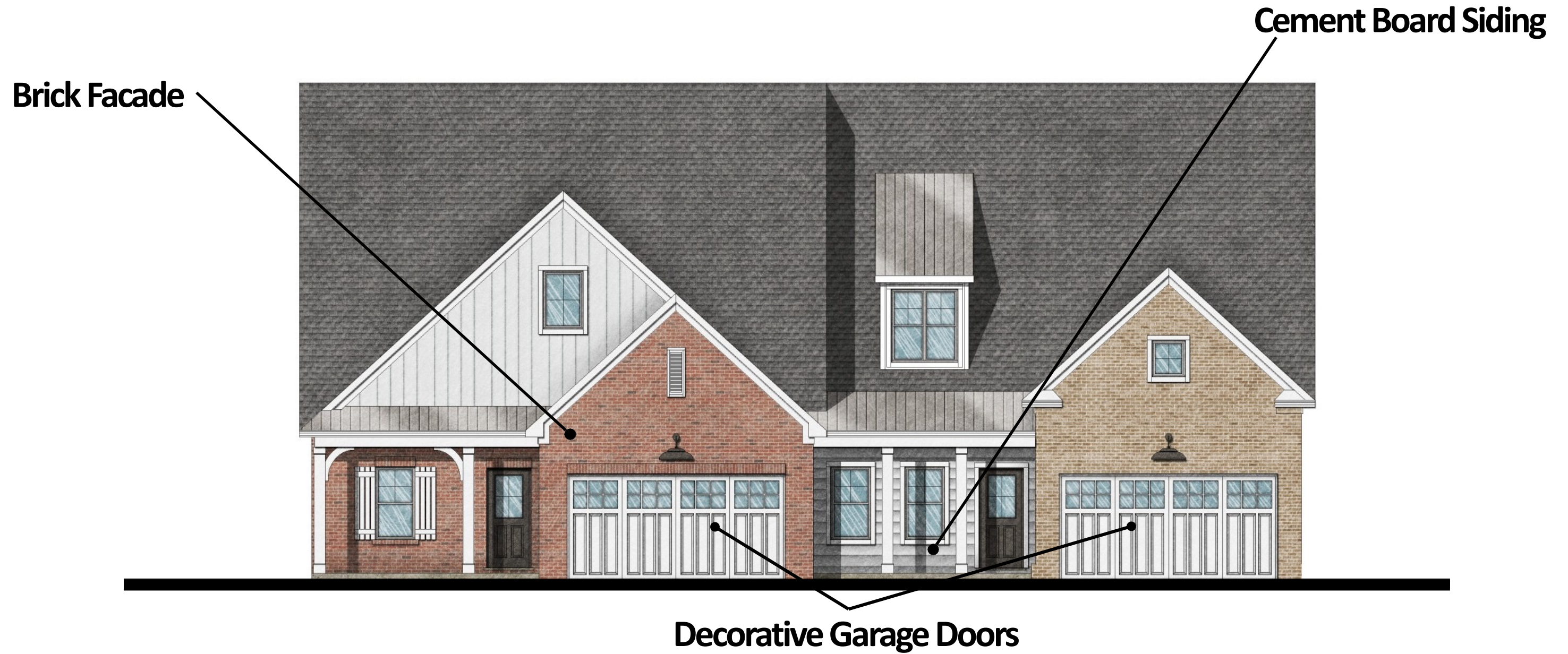
The Landings - Neighborhood Detail

Hidden River Estates

PLANNED UNIT DEVELOPMENT



HOME TYPE	SIZE	HEIGHT	MATERIALS	BEDROOMS		PARKING	PARKING SPACE WIDTH	SPACES PROVIDED
The Landings	1400 S.F. (Min)	2 Story (35 ft)	<ul style="list-style-type: none"> •Brick •Cement Board 	2-Bdrm	24	<ul style="list-style-type: none"> •1 & 2-Car Garage •2-Car Driveway 	10 ft each	244
				3-Brdm	37			
				TOTAL	61			



The Cottages - Neighborhood Detail



HOME TYPE	SIZE	HEIGHT	MATERIALS	BEDROOMS		PARKING	PARKING SPACE WIDTH	SPACES PROVIDED
The Cottages	1800 S.F. (Min)	1 1/2 Story	<ul style="list-style-type: none"> •Brick •Cement Board 	2-Bdrm	67	<ul style="list-style-type: none"> •2-Car Garage •2-Car Driveway 	10 ft each	664
				3-Brdm	99			
				TOTAL	166			

The Estates Neighborhood



Hidden River Estates

PLANNED UNIT DEVELOPMENT



The Estates - Neighborhood Detail

Hidden River Estates

PLANNED UNIT DEVELOPMENT



HOME TYPE	SIZE	HEIGHT	MATERIALS	BEDROOMS	PARKING	DRIVEWAY WIDTH	SPACES PROVIDED
The Estates	2500 SF (Min)	3 Story Max.(35 ft)	Custom	Custom	Custom (Min. 2-Car garage)	10 ft each	108

* All plans will be subject to architectural review committee approval.

South Amenity Center

Hidden River Estates

PLANNED UNIT DEVELOPMENT



AREA	MAP #	FEATURES	MATERIALS	PARKING
Amenity Area South	①	Mail Kiosk/ Restroom	Brick	15 Spaces
	②	Pavilion / Pump house	Stone	
	③	Pool	Wood	
	④	Putting Green		



North Amenity Center

Hidden River Estates

PLANNED UNIT DEVELOPMENT



AREA	MAP#	FEATURES	MATERIALS	PARKING
Amenity Area North	1	Picnic Area	Brick	82 Spaces
	2	Half Court Basketball	Stone	
	3	Formal Gathering / Event Lawn	Wood	
	4a	Pools and Cabana		
	4b	Private Cabana		
	5	Club House		
	6	Tennis and Pickleball Court		
	7	Shuffleboard		
	8	Bocce Ball		
	9	Private Pond and Dock		
	10	Kayak Launching Point		
	11	Sand Volleyball		

Conceptual Landscape Plan

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Buffer Planting Types



White Pine



Southern Magnolia



Leyland Cypress



Green Giant Arborvitae



Forsythia



Skip Laurel



Development Characteristics (Proposed)

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Proposed Street Light



Proposed Clock Tower

Proposed Signage



Proposed Bench

Development Characteristics (Actual)

Hidden River Estates

PLANNED UNIT DEVELOPMENT

South Entrance



Swimming Pool



Pavilion



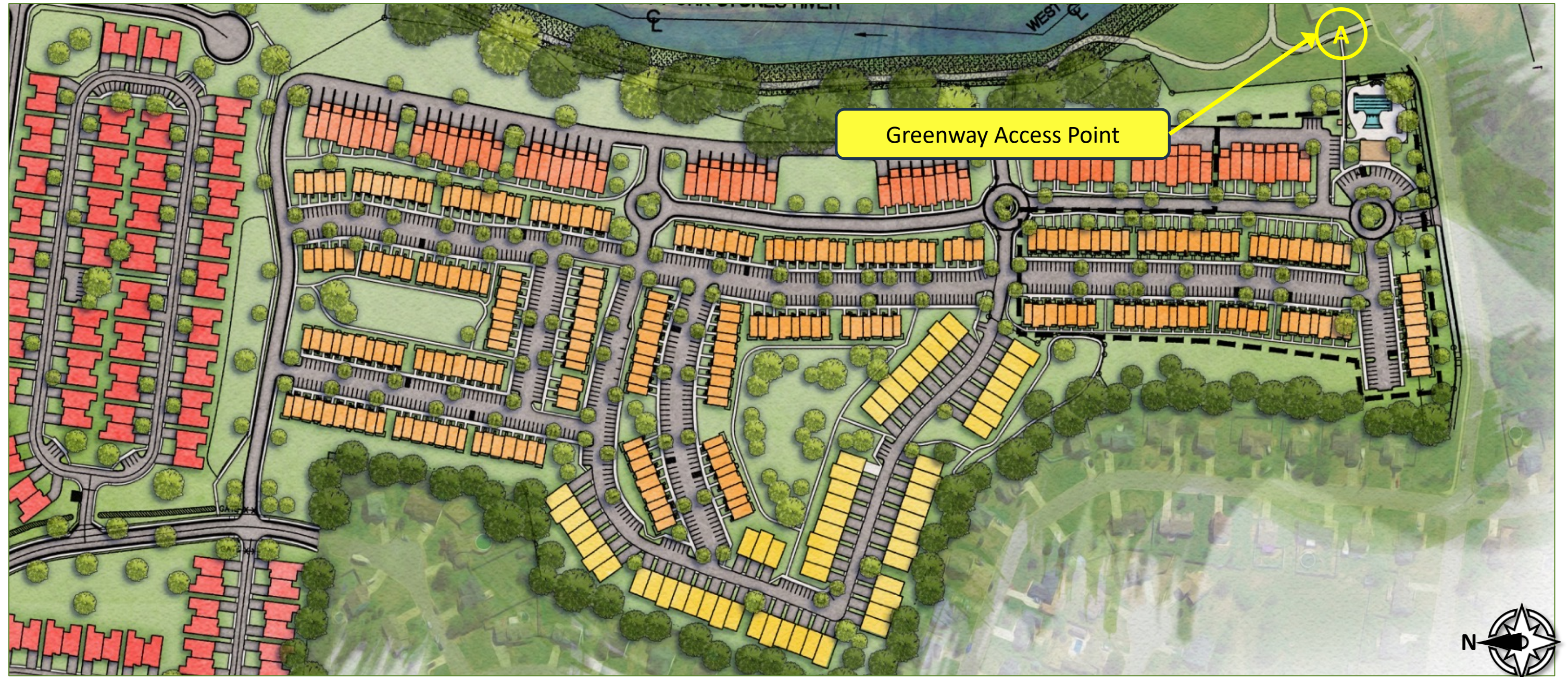
Aerial View of Phase 1A Construction



Development Characteristics (Cont.)

Hidden River Estates

PLANNED UNIT DEVELOPMENT



Open Space Plan

Hidden River Estates

PLANNED UNIT DEVELOPMENT

OPEN SPACE ZONE	AREA
1	601,339
2	69,883
3	159,377
4	136,438
5	175,932
6	46,379
7	227,736
8	3,852
9	3,158
10	2,971
11	5,269
12	3,807
13	22,060
14	4,140
15	59,738
16	27,218
17	247,090
18	9,995
19	11,252
20	61,231
21	22,093
22	11,945
23	14,452
24	6,384
25	12,209
26	27,947
27	3,453
28	19,547
29	3,455
30	16,431

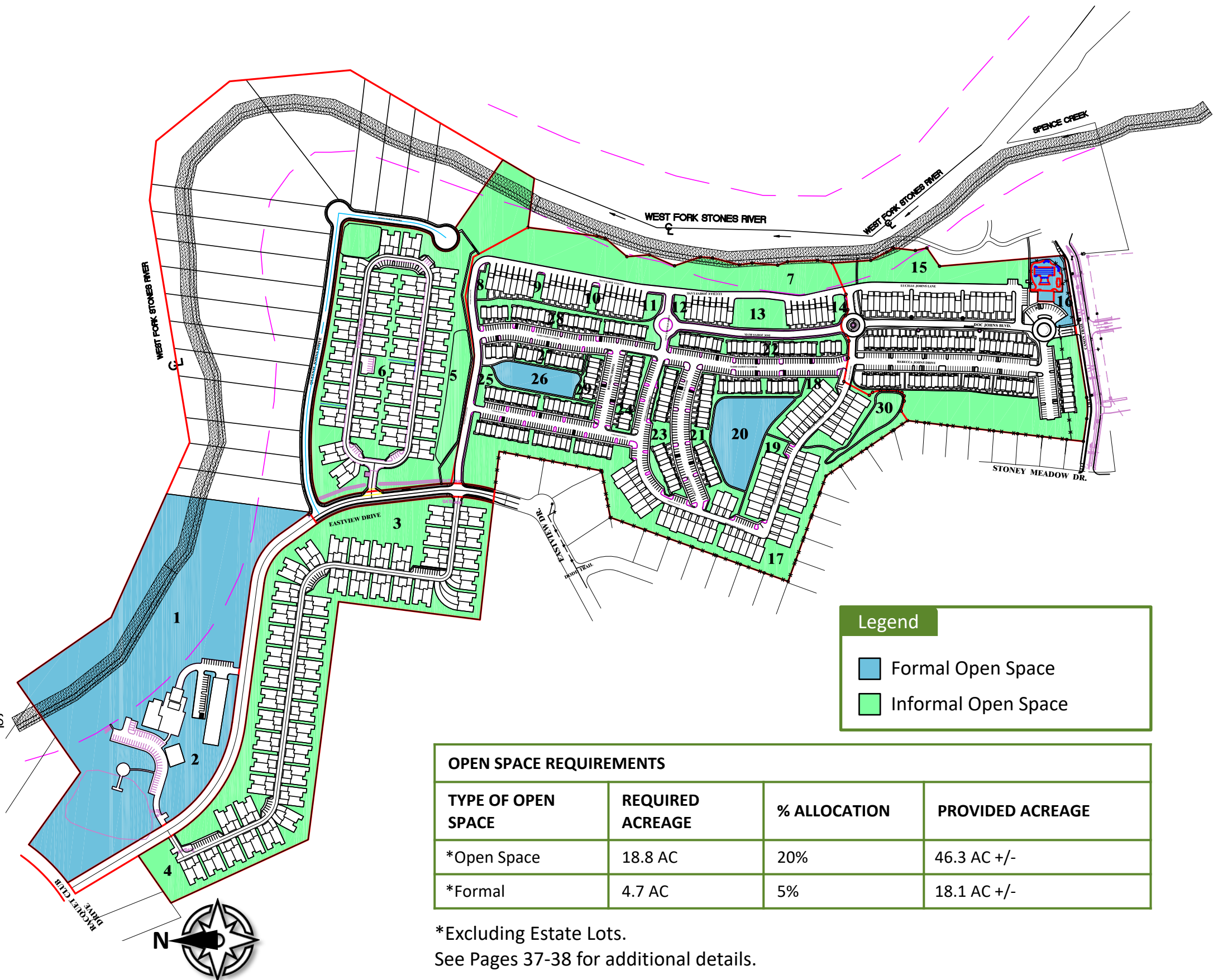
TOTAL PROJECT AREA, EXCLUDING ESTATES LOTS
= 4,089,898 S.F.±

OPEN SPACE REQUIRED FOR PROJECT, EXCLUDING ESTATE LOTS
(4089898) x (0.20) = 817,980 S.F.

OPEN SPACE PROVIDED, EXCLUDING ESTATE LOTS
2,016,780 S.F.±

FORMAL OPEN SPACE REQUIRED FOR PROJECT,
EXCLUDING ESTATE LOTS
(4089898) x (0.05) = 204,495 S.F.

FORMAL OPEN SPACE PROVIDED, EXCLUDING ESTATE LOTS
787,618 S.F.±



Legend

- Formal Open Space
- Informal Open Space

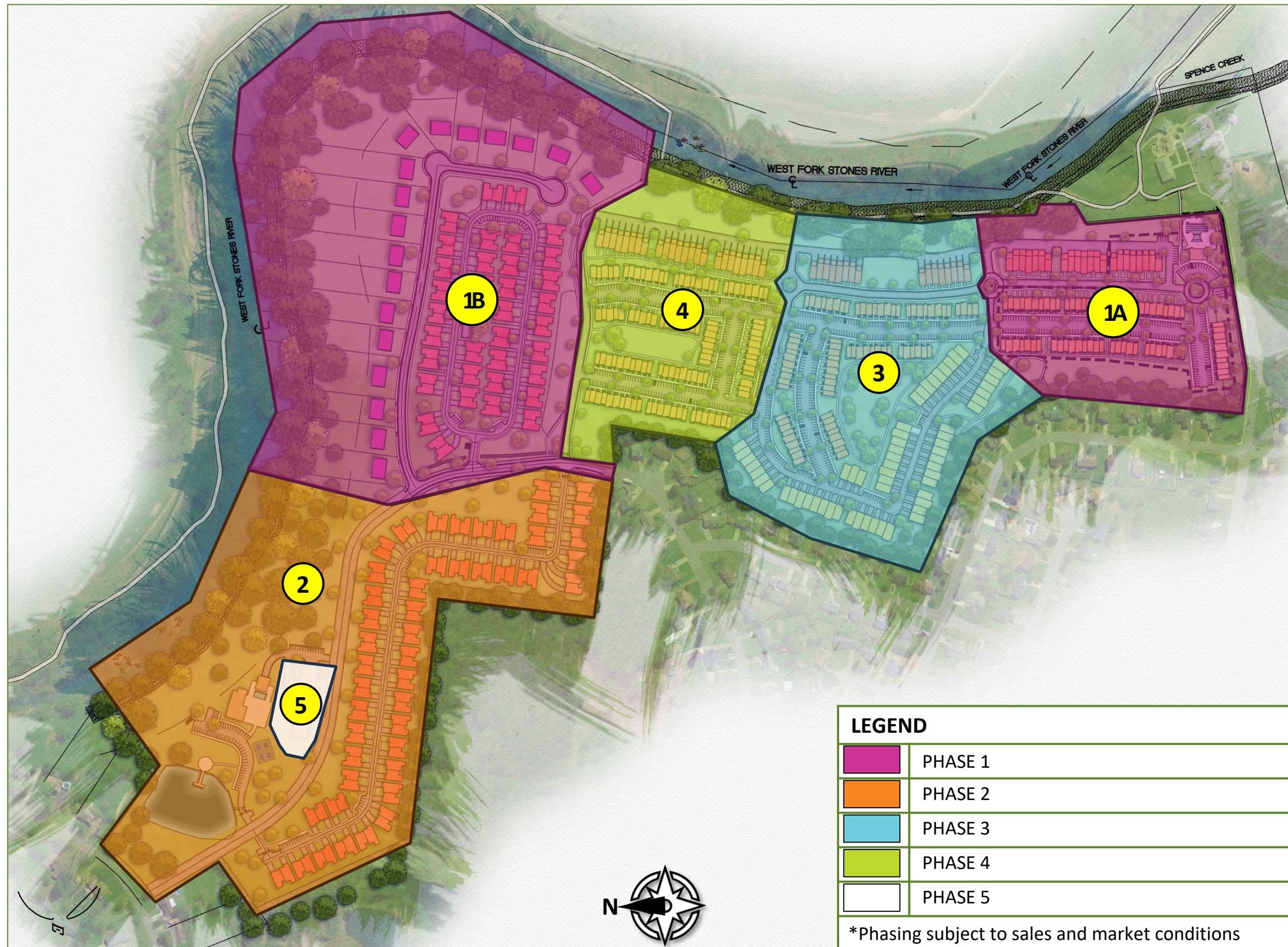
OPEN SPACE REQUIREMENTS			
TYPE OF OPEN SPACE	REQUIRED ACREAGE	% ALLOCATION	PROVIDED ACREAGE
*Open Space	18.8 AC	20%	46.3 AC +/-
*Formal	4.7 AC	5%	18.1 AC +/-

*Excluding Estate Lots.
See Pages 37-38 for additional details.

Phasing Plan

Hidden River Estates

PLANNED UNIT DEVELOPMENT



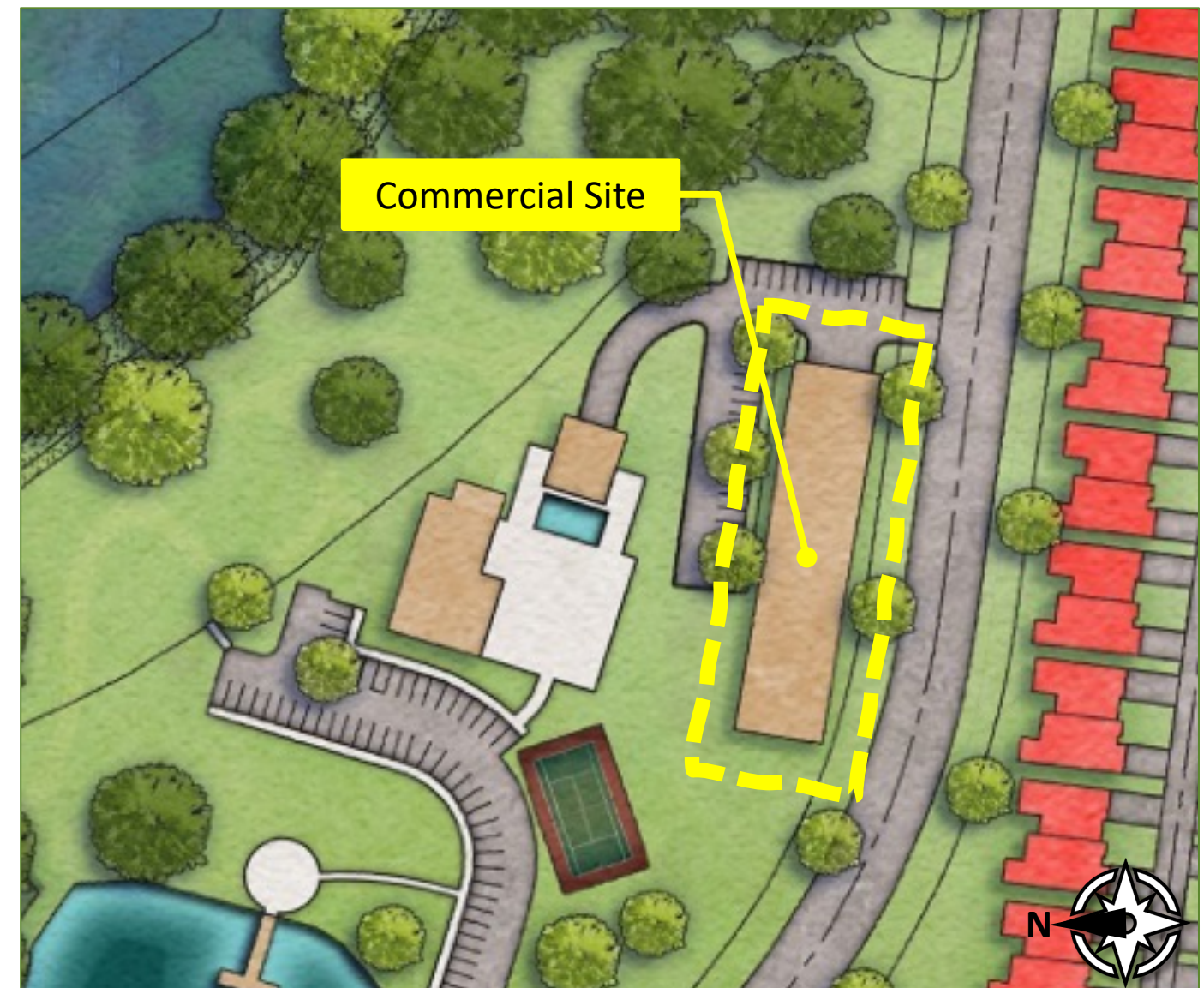
- Phase 1B includes construction of a portion of the public road connection between Eastview and Racquet Club Drive, which will then be completed in Phase 2.



The 2035 Comprehensive Plan identifies the subject property as Auto-Urban (General) Residential Character. This character classification allows for a density of 4.0 - 12.0 dwelling units per acre; we are proposing a density of 4.6 units per acres. Thus, this PUD is consistent with the 2035 Comprehensive Plan.

Future Commercial Center Concept

Concept Image



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

PROPOSED ALLOWABLE & PERMITTED USES FOR COMMERCIAL SPACE WITH IN PUD FOR HIDDEN RIVER ESTATES

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

Planned Development Criteria

General Applicability Per Section 13 - Planned Development

1. **Ownership and division of land:** *The site is owned by Hidden River Development Company, LLC.*
2. **Waiver of BZA action:** *No action of the BZA shall be required for approval of this planned unit development.*
3. **Common open space:** *Open space will be provided throughout the property.*

TOTAL ACREAGE	122 AC. +/-
TOTAL ACRES (EXCLUDING ESTATE LOTS)	93.9 AC. +/-
*TOTAL OPEN SPACE REQUIRED	18.8 AC. +/-
*TOTAL OPEN SPACE PROVIDED	46.3 AC. +/-
*FORMAL OPEN SPACE REQUIRED	4.7 AC. +/-
*FORMAL OPEN SPACE PROVIDED	18.1 AC. +/-

* Excluding Estate Lots.

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

8. **Zoning and subdivision modifications proposed:** *The property owner is requesting the property remain a Planned Unit Development (PUD).*
9. **Phasing:** *The project shall be completed in 5 phases.*
10. **Annexation:** *Annexation is not requested with this zoning request.*
11. **Landscaping:** *Landscaping buffers and perimeter yard planting will be included with the site plan. A type B buffer will be provided on the western property line and the perimeter planting yards will occur on the remaining property line.*
12. **Major Throughfare Plan:** *The PUD is consistent with the Major throughfare plan.*
13. **Applicant contact information:** *Contact information is located on sheet 1.*
14. **Proposed Signage:** *Signage is depicted on Sheet 30 and will be consistent with the proposed materials & designs on the structures.*

Planned Development Criteria

Section 13 – Project Development Criteria Requirements

1. Identification of existing utilities: *Shown in sheet 7*
- 2&3. Graphics, renderings, maps and or aerial photography showing existing conditions and natural features of the site: *Shown in sheets 10-12.*
- 4&5. Drawing and/or diagrams identifying areas of development, proposed buildings, screening, proposed landscaping and pedestrian and vehicular circulation: *Shown in sheets 13-31.*
6. Development schedule: *The project is currently 80% completed within phase 1A.*
7. Relationship of the planned development to current city polices and plans: *The development is consistent with the growth in the area, see page 35.*
8. Proposed deviation from zoning and subdivision ordinance: *We are requesting the height allowance for the River Row Townhomes to be 45 feet which includes the roof top patios.*

9. Site tabulation data for land area, FAR, LSR, and OSR:

TOTAL SITE AREA	5,316,983
TOTAL MAXIMUM FLOOR AREA	1,049,509
TOTAL DRIVE AND PARKING AREA	1,263,147
TOTAL LOT COVERAGE	2,312,656
TOTAL LIVABLE SPACE	2,901,166
TOTAL OPEN SPACE	3,133,877
FLOOR AREA RATIO (F.A.R.)	0.2
LIVABILITY SPACE RATIO (L.S.R.)	2.76
OPEN SPACE REQUIREMENTS (O.S.R.)	2.99

10. The nature and extent of any overlay zones as described in Section 24 and 34: *The development is consistent with the 2035 plan for the City of Murfreesboro. See page 35.*

Exception Request Summary

LAND USE PARAMETERS AND BUILDING SETBACKS						
ZONING (EXISTING VS PROPOSED)	RS-A2	PROPOSED PUD (TOWNHOMES)	DIFFERENCE	RS-10	PROPOSED PUD (ESTATES)	DIFFERENCE
RESIDENTIAL DENSITY						
MAXIMUM DWELLING UNITS MULTI-FAMILY	—	—	—	—	—	—
MINIMUM LOT AREA (SQ.FT.)	2000	N/A	N/A	10,000	N/A	N/A
MINIMUM LOT WIDTH (FT.)	40	N/A	N/A	65	N/A	N/A
MINIMUM EXTERNAL SETBACK REQUIREMENTS						
MINIMUM FRONT SETBACK (FT.)	35	25	-10	35	25	-10
MINIMUM SIDE SETBACK (FT.)	5	5	—	10	10	—
MINIMUM REAR SETBACK (FT.)	20	20	—	25	N/A (Floodway)	N/A
LAND USE INTENSITY RATIOS						
MAX F.A.R.	1	0.25	—	none	none	N/A
MINIMUM LIVABLE SPACE RATIO	0.5	1.7	—	none	none	N/A
MINIMUM OPEN SPACE REQUIREMENT	0.25	0.2	—	none	none	N/A
MINIMUM FORMAL OPEN SPACE REQUIREMENT	0.05	0.05	—	0.05	0.05	—
MAX HEIGHT (FT.)	35	45	+10	35	35	—

PUD Exceptions Request Summary

- Requesting an exception for a 10' increase in allowable building height from 35' to 45' for The River Row townhome type units only. All other townhome type units shall not exceed 35 feet height.
- Requesting an exception for a 10' reduction of minimum front setback from 35' to 25' for townhome type units.
- Requesting an exception for a 10' reduction of minimum front setback from 35' to 25' for Estate type lots.
- Requesting an exception for the site to have no trash compactor and instead use private trash hauling service (third party).

Development Standards

Summary of Revisions






- Required modifications to detention ponds in affected areas.
- Parking counts reduced in proportion to the reduction in number of homes; which meet city requirements.
- The Cottages unit count decreased from 236 to 166.
- The Villas unit count increased from 191 to 257.
- The Landings unit count decreased from 111 to 61.
- These changes result in a net decrease of 54 townhomes, so the overall quantity of townhomes is reduced from 620 to 566.
- Reduced density from 5.16 to 4.6 units per Acre.
- The green space at The Cottages has been reduced by 20%; which meet city requirements.

Development Standards

- This development is a gated private community which will be governed by an HOA.
- The HOA will be responsible for maintaining all common areas, trash collection and shared amenities.
- Homes will be sold under the Horizontal Property Regimes (HPR)
- Phase 1B includes construction of a portion of the public road connection between Eastview and Raquet Club Drive, which will then be completed in Phase 2

Site Data

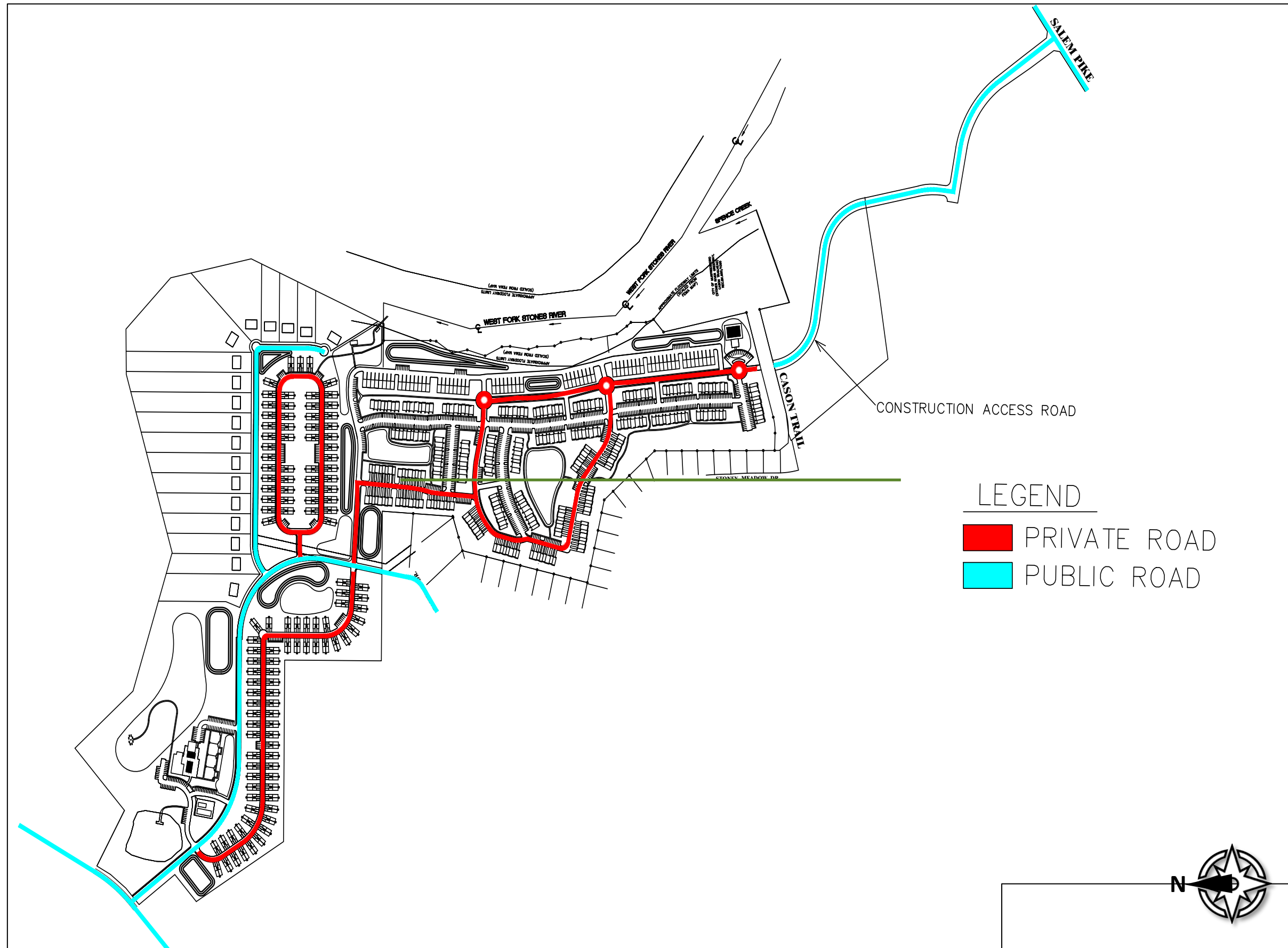
- Total Acreage: 122 AC +/-
- Existing Zoning: PUD
- Proposed Zoning: Planned Unit Development (PUD)
- Max Units: 566
- Unit Density: 4.6 Units Per Acre

	Type	Quantity of units (Approved)	Quantity of units (Proposed)	Diff.	Square footage	Bedrooms	Garage / surface parking	Parking spaces required	Provided parking spaces
	River Row	64	64	0	2000 - 3500	<ul style="list-style-type: none"> • 16 - 4 Bdrm • 48 - 3 Bdrm 	<ul style="list-style-type: none"> • 2-Car Garage • Surface Parking 	230	280
	The Landings	106	61	-45	1400 - 2800	<ul style="list-style-type: none"> • 24 - 2 Bdrm • 37 - 3 Bdrm 	<ul style="list-style-type: none"> • 2-Car Garage • 2-Car Driveway 	174	244
	The Villas	196	257	+61	1300 - 2200	<ul style="list-style-type: none"> • 105 - 2 Bdrm • 152 - 3 Bdrm 	<ul style="list-style-type: none"> • Surface Parking 	732	742
	The Cottages	236	166	-70	1800 - 2500	<ul style="list-style-type: none"> • 67 - 2 Bdrm • 99 - 3 Bdrm 	<ul style="list-style-type: none"> • 2-Car Garage • 2-Car Driveway 	473	664
	The Estates	18	18	0	2500 (Min.)	<ul style="list-style-type: none"> • Custom 	Custom	72	108

Addendum 1: Road Clarification

Hidden River Estates

PLANNED UNIT DEVELOPMENT



- This Addendum was presented to the City Council (Thursday 02/06/2020) and has been added to this PUD for clarification at the request of the City Planners.
- For Additional details on the Public & Private Roads: See Sheet 13.
- For Additional Details on the Construction Access Road: See Sheets 8 & 9.

Addendum 2: PUD Amendment (Approved Site Plan)

Hidden River Estates

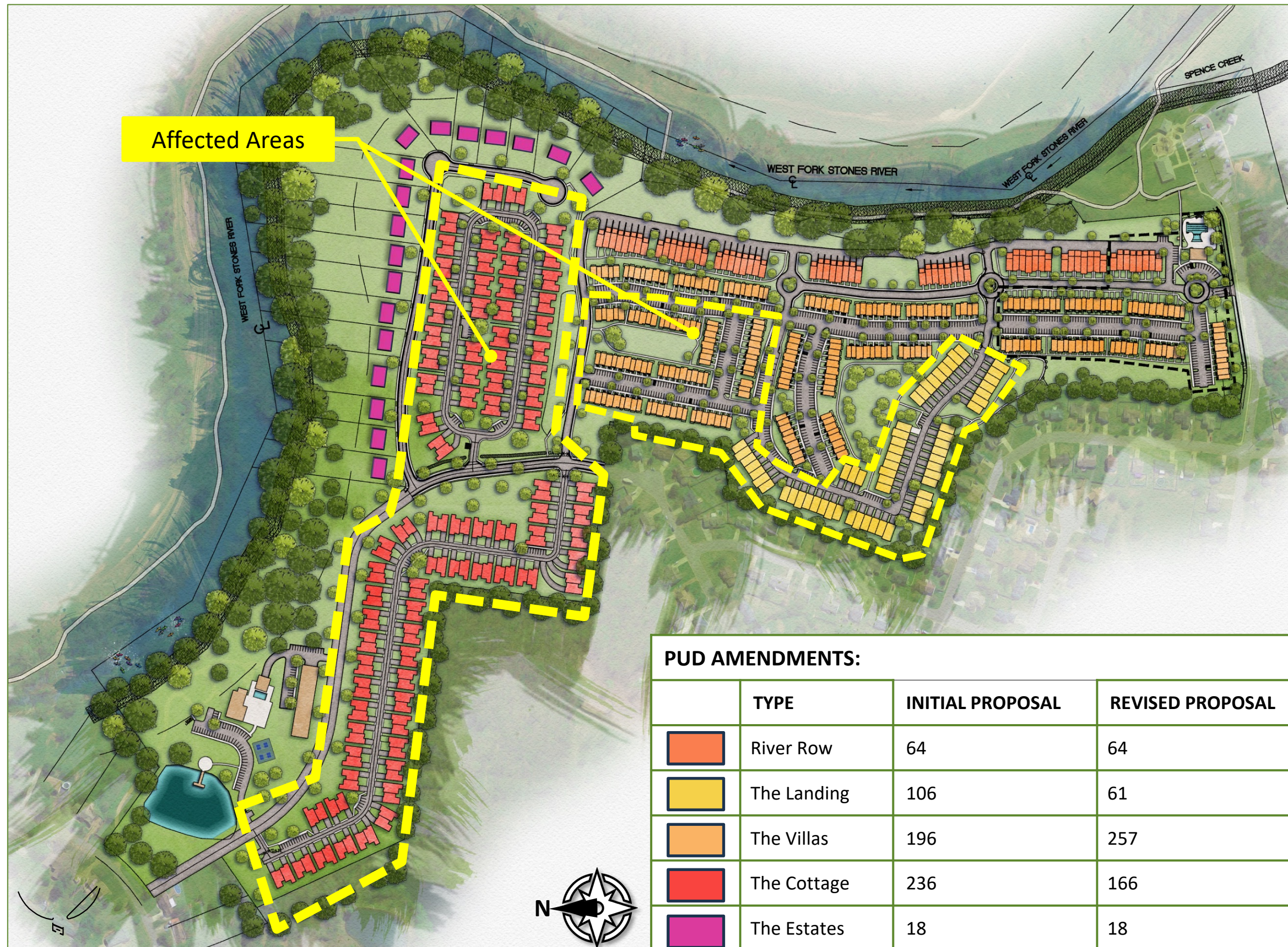
PLANNED UNIT DEVELOPMENT








Addendum 3: PUD Amendment (Amended Site Plan)

Hidden River Estates

PLANNED UNIT DEVELOPMENT



PUD AMENDMENTS:

	TYPE	INITIAL PROPOSAL	REVISED PROPOSAL
	River Row	64	64
	The Landing	106	61
	The Villas	196	257
	The Cottage	236	166
	The Estates	18	18

Summary of Revisions

- Required modifications to detention ponds in affected areas.
- Parking counts reduced in proportion to the reduction in number of homes; which meet city requirements.
- The Cottages unit count decreased from 236 to 166.
- The Villas unit count increased from 191 to 257.
- The Landings unit count decreased from 111 to 61.
- These changes result in a net decrease of 54 townhomes, so the overall quantity of townhomes is reduced from 620 to 566.
- Reduced density from 5.16 to 4.6 units per Acre.
- The green space at The Cottages has been reduced by 20%; which meet city requirements.

Hidden River Estates

PLANNED UNIT DEVELOPMENT



MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair
Jami Averwater
Reggie Harris
Bryan Prince
Chase Salas
Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Brad Barbee, Planner
Joel Aguilera, 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 that no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the September 20, 2023, Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the September 20, 2023 Planning Commission meeting; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones
Jami Averwater
Reggie Harris
Bryan Prince

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

Chase Salas

Shawn Wright

Nay: None

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.

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. Clyde Rountree (landscape architect), Mr. Manly Thweatt (design engineer), Mr. Drew Alderson and Ms. Sonia Thomas (developer's representatives) were in attendance representing the application. Mr. Clyde Rountree 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.

1. **Mr. Mike Green, 2107 Gaston Court** – opposes this development due to the density and expressed other concerns regarding blasting, speeding, lack of buffer, and destruction of the existing natural green space.
2. **Ms. Mariah Phillips, 511 East Clark Boulevard** – opposes this development.

Chair Kathy Jones closed the public hearing.

The Planning Commission discussed the required buffering with Staff and the applicants.

There being no further discussion, Ms. Jami Averwater moved to approve the zoning amendment subject to all staff comments; the motion was seconded by Mr. Chase Salas and carried by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING OCTOBER 11, 2023

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

Nay: None

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. 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. Rob Molchan (landscape architect), Mr. Ross Bradley (developer), and Mr. John Blankenship (developer) were in attendance for the meeting. Mr. Rob Molchan 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 zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Shawn Wright moved 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
Jami Averwater

ORDINANCE 23-OZ-33 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 121 acres in the Planned Unit Development (PUD) District (Hidden River Estates PUD) located along Cason Trail and Racquet Club Drive as indicated on the attached map, Hidden River Holding Company, LLC, applicant [2023-412].

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 purposes including, but not limited to, decreasing the overall number of dwelling units by 54 and reducing the amount of open space in the development.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL



Ordinance 23-OZ-33

PUD Amended

H-I

RS-15
OAKWOOD CIR
RACQUET CLUB DR
PRIVATE DR

L-I

LES RIVER GREENWAY TRL

24

BEASIE RD

RS-15

PUD

QUEENIE JOHNS DR

EASTVIEW DR

GRACE JOHNS CIR

L-I

PUD Amended

RS-15

RS-15
RIVER DR
SYCAMORE DR
ENOSTONE GROVE CIR

PUD

G-I

KNIGHT DR

DODD TRL

MOON MEADOWS DR

RS-10

REBECCA JOHNS DR
DOC JOHNS BLVD
LUCILLE JOHNS LN

RS-10

WARRIOR DR

RS-15

CASON TRL

CASON TRL

RS-10

TAHOMA TRL

DIAWA CT

LEWS CT

SHALOM ST

RM-16



COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Sewer Allocation Variance- Jack Byrnes Drive – Big Blue Marble Academy

Department: Planning

Presented by: Brad Barbee, Planner

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

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 seven sfu’s for the proposed daycare center.

Background Information

The Planning Department has conducted a due-diligence meeting for a new daycare center to be located along the north side of Jack Byrnes Drive south of Franklin Road. The property is zoned Commercial Highway (CH), which, per the ordinance, only allows 2.5 sfu’s/acre. The proposed lot in question is approximately 1.41 acres in size and thus is allowed only 3.5 sfu’s. The anticipated usage is approximately 9.85 sfu’s; therefore, the development of the daycare center will use more than the ordinance allows by approximately 6.35 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.

Council Priorities Served

Improve economic development

The development will create jobs and provide additional tax revenue.

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
3. Memo from MWRD

November 9, 2023

Mr. Greg McKnight
City of Murfreesboro
111 W. Vine St.
Murfreesboro, Tennessee 37130

RE: Jarman Development Sewer Allocation Variance Request
Big Blue Marble Academy
Jack Byrnes Drive
Murfreesboro, Tennessee
SEC Project No. 20178

Dear Mr. McKnight:

Please accept this as our variance request for the proposed site to be located along the North side of Jack Byrnes Drive. The property in question is approximately 1.41 acres in size and is zoned Commercial Highway (CH). The sewer allocation ordinance allows for 2.5 sfue/acre or 650 gpd/acre sewer flow for CH property. For this property, the allocation ordinance would allow 910 gpd or 3.50 sfue. Based on historical flow of an existing Big Blue Marble Academy, the average sewer usage is 2562 gpd or 9.85 sfue.

Given this information, Jarman Development requests a variance from the sewer allocation ordinance to grant an **additional 7 sfue** of sewer flow.

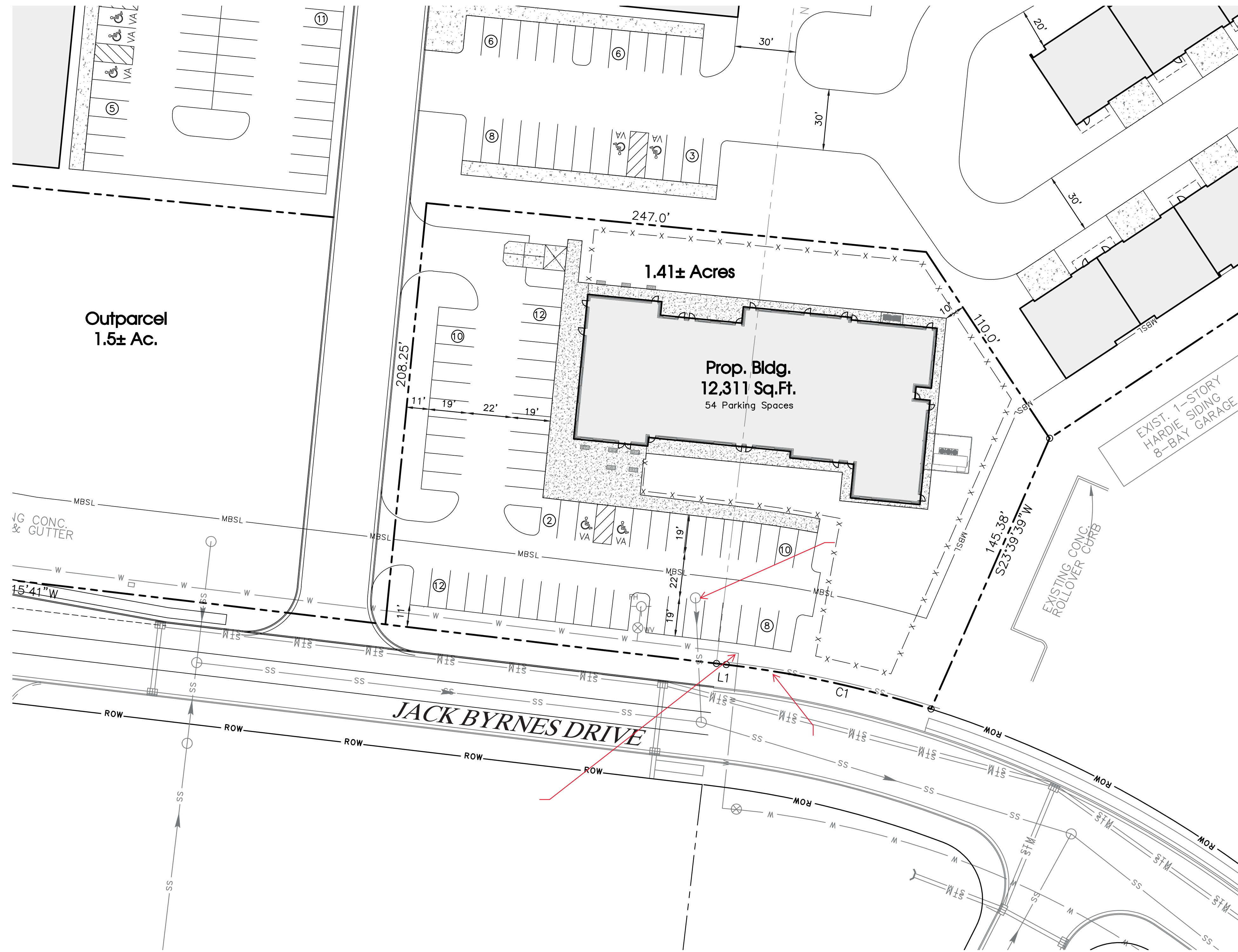
We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this site.

If you have any questions or need additional information, please contact me at 890-7901 or via email at mtaylor@sec-civil.com.

Sincerely,



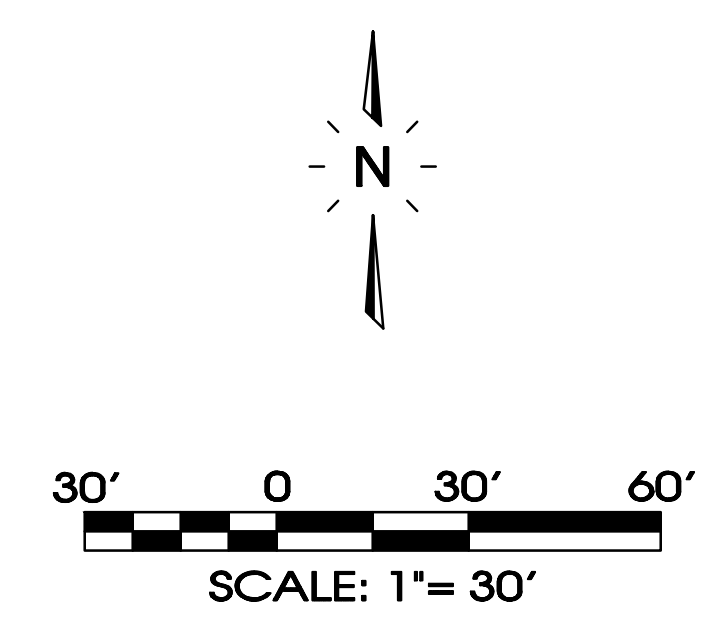
Matt Taylor, P.E.
Vice-President
SEC, Inc.



Parking Requirement:

$\frac{1}{300} \times 12,311 \text{ Sq.Ft.} + \frac{1.5 \text{ Spaces}}{2 \text{ Employees}} \times 15 \text{ Employees} = 52 \text{ Spaces Required}$
 Provided: 54 Regular + 2 H.C. = 56 Total Spaces Provided

Legend:			
□	EXIST. CONCRETE MONUMENT	□	INLET FILTER PROTECTION
●	IRON PIN SET (I.P.S.)	♿	HANDICAP PARKING SYMBOL
○	IRON PIN FOUND (I.P.F.)	⊕	HC SIGN
+	EXIST. SIGN POST	+	PROPOSED SIGN POST
○	EXIST. SEWER CLEANOUT (SEWER and PHONE)	—	HEADWALL
○	EXIST. MANHOLE (STORM SEWER)	—	WINGED HEADWALL
⊕	EXIST. CATCH BASIN (STORM SEWER)	○	MANHOLE
⊗	EXIST. WATER/GAS VALVE	63.25 ×	PROPOSED SPOT ELEVATION
⊕	EXIST. TELEPHONE RISER	63.25 ×	EXIST. SPOT ELEVATION
⊕	EXIST. GAS RISER	●	POST INDICATOR VALVE
⊕	ELECTRICAL ENCLOSURE	▽	REDUCER
⊕	EXIST. WATER METER	⊕	REMOTE FIRE DEPT. CONNECTION
○	EXIST. UTILITY POLE	⊕	REVISION NUMBER
⊕	EXIST. FIRE HYDRANT	⊕	RIP RAP
⊕	BENCHMARK	→	RUNOFF FLOW ARROW
⊕	BLOW OFF VALVE	→	SEWER/STORM FLOW DIRECTION
●	CONCRETE BOLLARD	→	TRAFFIC ARROW
⊕	CATCH BASIN	→	TURN LANE ARROWS
⊕	CURB INLET	V.A.	VAN ACCESSIBLE HANDICAP DESIGNATION
⊕	AREA DRAIN	⊕	WHEEL STOP
⊕	CONCRETE THRUST BLOCK	⊕	GREASE TRAP
⊕	DOUBLE DETECTOR CHECK VALVE	#1	DRAINAGE STRUCTURE DESIGNATION
⊕	FIRE DEPT. CONNECTION	#1	DRAINAGE PIPE DESIGNATION
⊕	FIRE HYDRANT	⊕	CONCRETE SIDEWALK
⊕	GAS METER	⊕	EXTRUDED CURB
⊕	GATE VALVE and BOX	⊕	CURB and GUTTER
○	EXTERIOR CLEANOUT ECO	⊕	CONCRETE SWALE
⊕	WATER METER	⊕	TYPE- "U" HEADWALL
EXISTING PHONE	PH		
EXISTING ELECTRIC	OH		
PROPERTY LINE	---		
EASEMENTS	---		
RIGHT OF WAY	ROW		
EROSION CONTROL SILT FENCE	SF	SF	
EXISTING TREELINE	—X—X—X—X—		
EXISTING FENCELINE	—X—X—X—X—		
MINIMUM BUILDING SETBACK LINE	MBSL		
PHASE BOUNDARY	-----		
EXISTING GAS LINE	GAS		
PROPOSED GAS LINE	GAS		
EXISTING STORM	STM		
PROPOSED STORM	STM		
EXISTING CONTOUR LINES	601		
PROPOSED CONTOUR LINES	601		
EXISTING SANITARY SEWER	SS		
PROPOSED SANITARY SEWER	SS		
EXISTING WATER	W	W	
PROPOSED WATER	W	W	
EROSION EEL	E	E	E



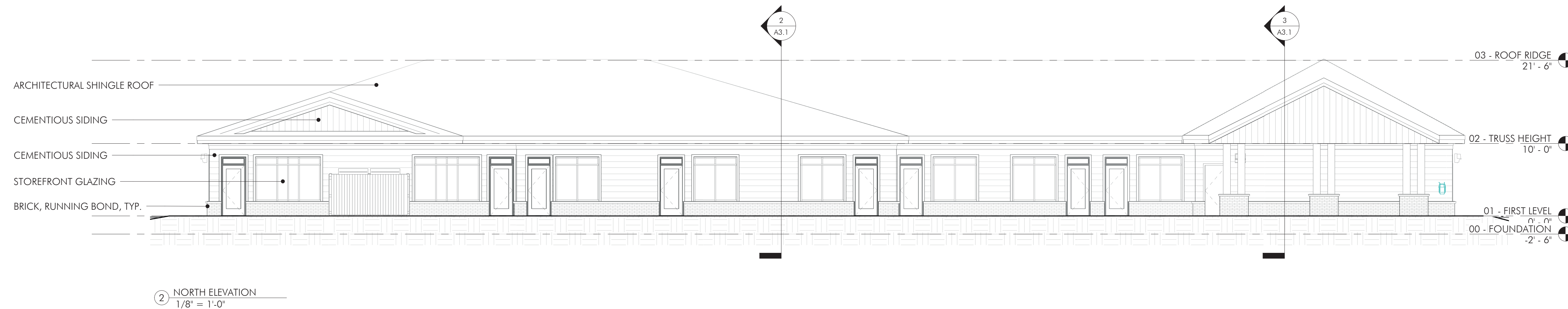
SEC, Inc.
 ENGINEERING • SURVEYING • LAND PLANNING
 LANDSCAPE ARCHITECTURE
 850 MIDDLE TENNESSEE BOULEVARD
 MURFREESBORO, TENNESSEE 37129
 WWW.SEC-CIVIL.COM
 PHONE: (615) 890-7901
 FAX: (615) 895-2567
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Kingdom Ridge Site
Big Blue Marble Academy
 Murfreesboro, Tennessee

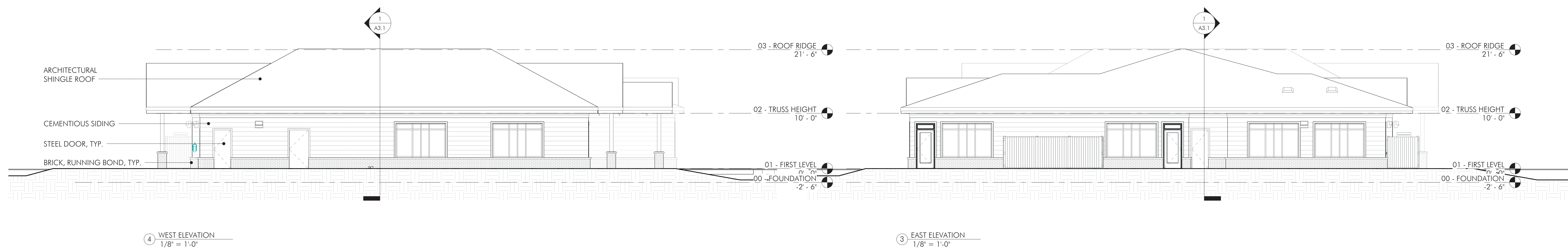
REVISIONS:
 DRAWN: PRN
 DATE: 8-9-2023
 CHECKED:
 MAT
 FILE NAME:
 20178concept-04
 SCALE:
 1"=30'
 JOB NO.
 20178
 SHEET:
 1 of 1

Concept Plan

ELEVATION MATERIAL LEGEND	
	BRICK VENEER
	LAP SIDING
	SHINGLED ROOF
	GLAZING
	BRICK ROWLOCK
CJ	CONTROL JOINT
RA	RELIEF ANGLE
DS	DOWNSPOUT

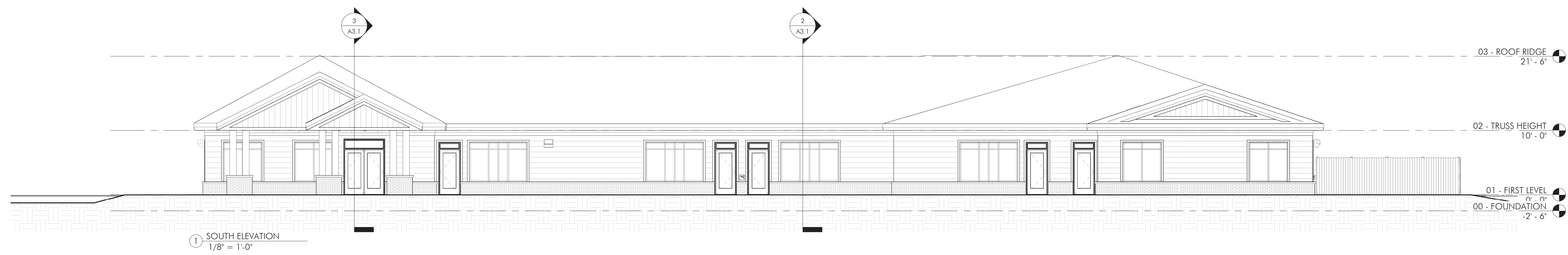


2 NORTH ELEVATION
1/8" = 1'-0"



4 WEST ELEVATION
1/8" = 1'-0"

3 EAST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

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Do Not Scale Drawings.
Contractor must verify all dimensions prior to construction.

A NEW DAYCARE LOCATION FOR
BIG BLUE MARBLE ACADEMY

Murfreesboro, TN

PROJECT No. 23172
DATE: 2023.10.17
REV DATE:

SHEET NAME
BUILDING
ELEVATIONS

SHEET NUMBER
A2.1



... creating a better quality of life

MEMORANDUM

DATE: November 14, 2023

TO: Greg McKnight

FROM: Valerie H. Smith

SUBJECT: Big Blue Marble Academy
Sewer Allocation Ordinance (SAO)
Variance Request

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.

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system and per the 2022 Sewer Allocation report, this Basin MF13B currently has capacity for 1005 connections. After the completion of the Overall Creek Pump Station Upgrades this basin will have capacity for 4722 connections. By committing sewer service to this development, Staff is determining that basin 13B's sewer connection capacity will be reduced by 1 connection, resulting in 4721 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. Please note that while this development is counted as one sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 9.85 sfu's, resulting in a larger sewer discharge than the 490 gallon per day per connection average the model is based upon.

Per the existing Commercial Highway zoning (allotted 2.5 sfu/acre) and acreage, 1.41 acres, the property is allowed 3.5 sfu's. Therefore, the development is requesting a variance of 7.0 sfu's.

The Veterans Parkway corridor at Franklin Road is a very attractive area within the City. 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

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Rescheduling public hearings
Department: Planning
Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

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

Staff Recommendation

Reschedule public hearings for items below on January 11, 2024.

Background Information

During its regular meeting on November 1, 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. At the November 9, 2023 Council meeting, these two items were scheduled for public hearings on January 4, 2024. However, after further consideration of the City’s holiday schedule, Staff is recommending that these two public hearings be rescheduled for January 11, 2024.

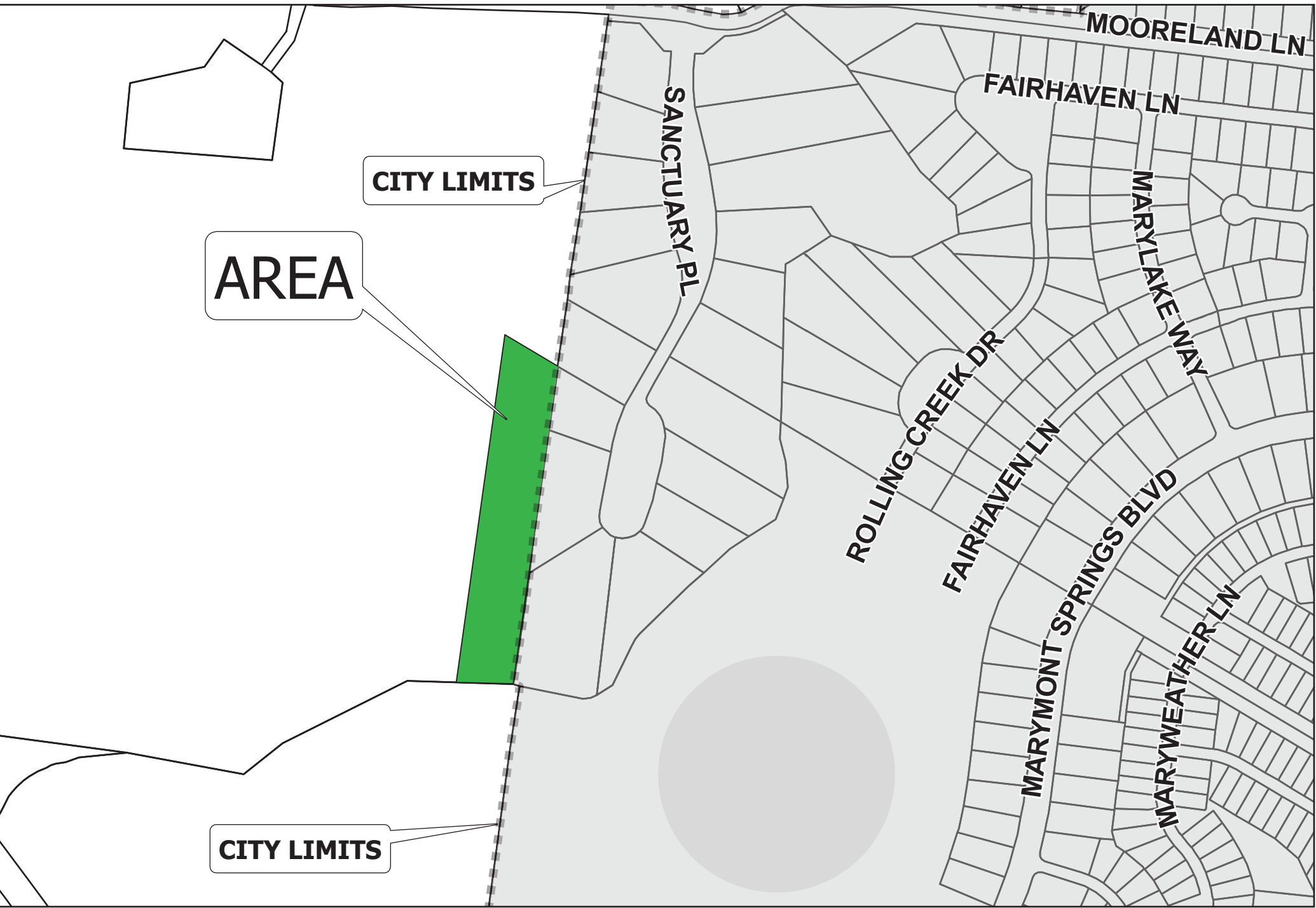
- a. Annexation petition and plan of services [2023-503] for approximately 5.2 acres located west of Sanctuary Place, W. Andrew Adams applicant.
- b. Zoning application [2023-416] for approximately 5.2 acres located west of Sanctuary Place to be zoned PUD (Marymont Springs PUD) simultaneous with annexation, W. Andrew Adams applicant.

Fiscal Impact

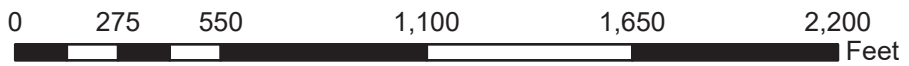
Advertising expense for notice publication in the newspaper, which is unknown at this time, is provided for in the Department Operating Budget.

Attachments:

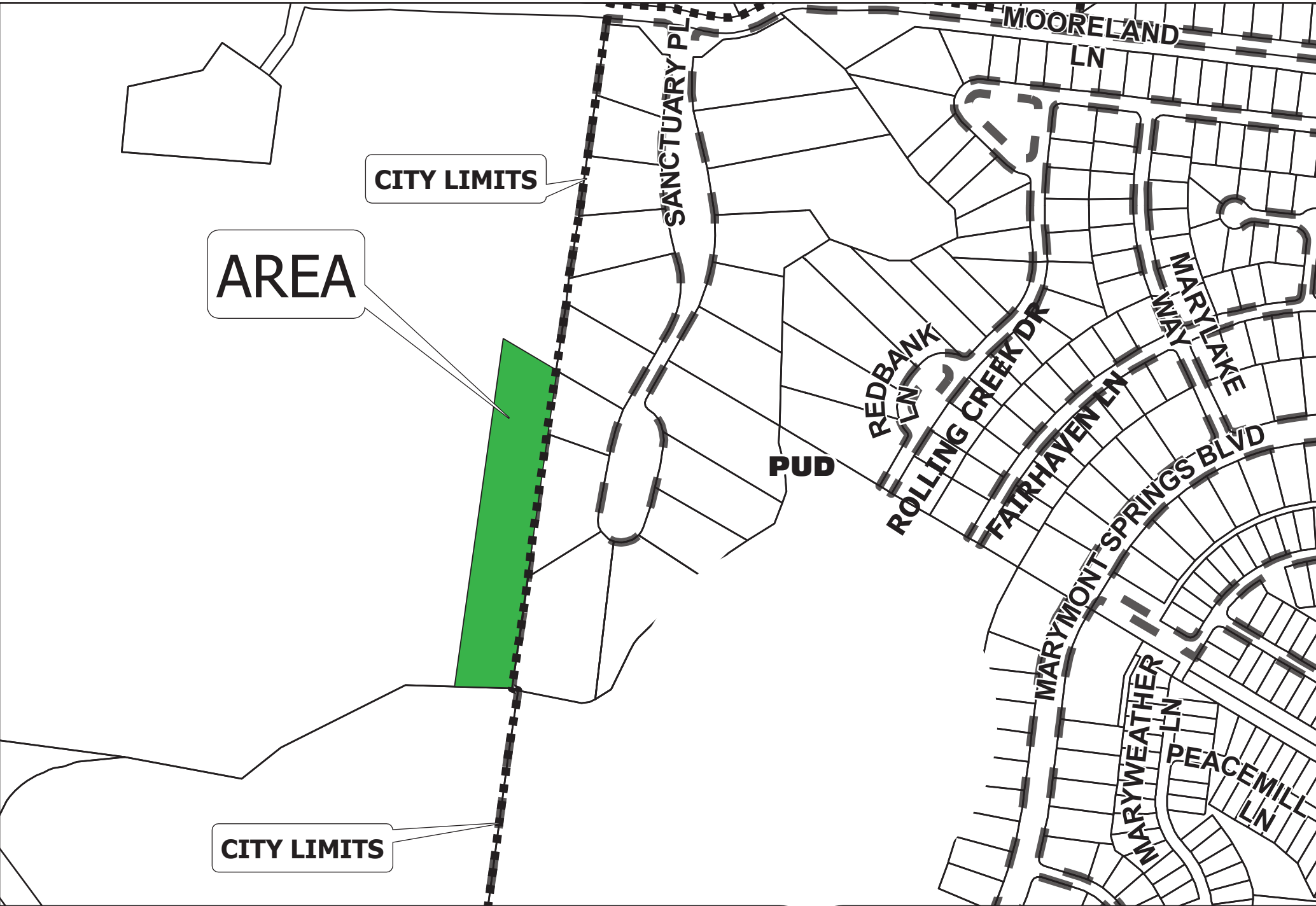
- 1. Map for annexation petition for approx. 5.2 acres located west of Sanctuary Place
- 2. Map for zoning application for approx. 5.2 acres located west of Sanctuary Place



Annexation Request for Property located West of Sanctuary Place

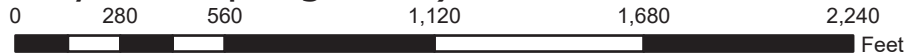


Planning Department
City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130
www.murfreesborotn.gov



T E N N E S S E E

Zoning Request for Property located West of Sanctuary Place
 PUD (Marymont Springs PUD) simultaneous with Annexation



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

CITY COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Taxiway A and Apron Pavement Rehabilitation Grant and Work Authorization Amendments

Department: Airport

Presented by: Chad L. Gehrke, Airport 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

Tennessee Aeronautics Division Grant for construction Taxiway A and Apron Pavement Rehabilitation and associated Barge Design Services Work Authorization Amendment

Staff Recommendation

Approve Amendments to the Tennessee Aeronautics Grant for \$235,628 and Barge Design Solutions Work Authorization for \$72,637 to complete the Taxiway A and Apron Pavement Rehabilitation project.

Background Information

The pavement on Runway 18-36, Taxiway A, and the majority of the apron space at the Airport requires rehabilitation. The City contracted with Barge Design Solutions and Cleary Construction to complete this rehabilitation and maintenance project. This Grant Amendment covers the cost associated with subgrade repairs that were required on Taxiway A including additional inspection, the FAA flight check of the Runway 36 approach, and other administrative costs to complete the project.

The total Grant amount for this project including this Amendment is \$2,321,011. The State portion is \$807,987. The federal portion is \$1,396,975 including the BIL Grant. The local 5% portion, \$116,051, is funded by the 2019 CIP.

Council Priorities Served

Improve economic development

Maintaining City Facilities in a safe and effective manner while ensuring Economic Growth and Development are priorities and protect the City's investments.

Fiscal Impact

The local portion of the project, \$116,051 is funded by the 2019 CIP.

Attachments

Taxiway A and Apron Pavement Rehabilitation Grant Amendment
Barge Design Solutions Work Authorization Amendment

 <h2 style="margin: 0;">GRANT AMENDMENT</h2>					
Agency Tracking # 40100-49630		Edison ID 74118		Contract # AERO-23-278-00	
Contractor Legal Entity Name City of Murfreesboro		Amendment # 1			
Edison Vendor ID 4110					
Amendment Purpose & Effect(s) Additional time & funding					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: 4/13/2025	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 370,300.00					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	\$635,656.00	\$597,910.00		\$64,925.00	\$1,298,491.00
2024	\$139,720.00	\$212,065.00		\$18,515.00	\$370,300.00
TOTAL:	\$775,376.00	\$809,975.00		\$83,440.00	\$1,668,791.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: 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>OCR USE</i>		
Speed Chart (optional) TX00310495 TX00310496 TX00310498 TX00310513 TX TX		Account Code (optional) 71302			

ADDRESS: 5

LOCATION CODE: MURFRE-002

**AMENDMENT ONE
OF GRANT CONTRACT
AERO-23-278-00**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section B.1. Contract Period is deleted in its entirety and replaced with the following:

B.1. This Grant Contract shall be effective on **April 14th, 2023** ("Effective Date") and extend for a period of **twenty-four (24) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

2. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **One Million Six Hundred Sixty-Eight Thousand Seven Hundred Ninety-One Dollars and Zero Cents (\$1,668,791.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** 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.

3. Grant Contract Attachment One is deleted in its entirety and replaced with the new attachment **Attachment One** attached hereto.
4. Grant Contract Attachment Two is deleted in its entirety and replaced with the new attachment **Attachment Two** attached hereto.
5. Grant Contract Attachment Three is deleted in its entirety and replaced with the new attachment **Attachment Three** attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

75-555-0173-23

GRANTEE SIGNATURE

DATE

SHANE MCFARLAND, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMISSIONER

DATE

JOHN H. REINBOLD, GENERAL COUNSEL

DATE

APPROVED AS TO FORM AND LEGALITY

Approved to form:

Adam Tucker

43A2035E51F9401...
Adam F. Tucker, City Attorney

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Murfreesboro"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="62-6000374"/>	* c. UEI: <input type="text"/>	
d. Address:		
* Street1: <input type="text" value="111 West Vine Street"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Murfreesboro"/>	County/Parish: <input type="text" value="Rutherford"/>	
* State: <input type="text" value="TN: Tennessee"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="37130-0001"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Chad"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Gherke"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Airport Director"/>	
Organizational Affiliation: <input type="text" value="City of Murfreesboro"/>		
* Telephone Number: <input type="text" value="615-848-3254"/>	Fax Number: <input type="text" value="615-848-3256"/>	
* Email: <input type="text" value="cgherke@murfreesborotn.gov"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Airfield Pavement Rehabilitation and Threshold Relocation - Amendment 1

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="333,270.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="18,515.00"/>
* d. Local	<input type="text" value="18,515.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="370,300.00"/>

TDOT USE ONLY

Staff Recommended: APPROVED

Fiscal Year:

Federal:

State:

Local:

PSR Signature:  Date:

TAC Signature: _____ Date: _____

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: MBT <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Murfreesboro"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="62-6000374"/>	* c. UEI: <input type="text" value="J6KZJXZ7KVY3"/>	
d. Address:		
* Street1: <input type="text" value="111 West Vine Street"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Murfreesboro"/>	County/Parish: <input type="text" value="Rutherford"/>	
* State: <input type="text" value="TN: Tennessee"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="37130-0001"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
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Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Gherke"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Airport Director"/>	
Organizational Affiliation: <input type="text" value="City of Murfreesboro"/>		
* Telephone Number: <input type="text" value="615-848-3254"/>	Fax Number: <input type="text" value="615-848-3256"/>	
* Email: <input type="text" value="cgehrke@murfreesborotn.gov"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="3,465,720.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="192,540.00"/>
* d. Local	<input type="text" value="192,540.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,850,800.00"/>

TDOT USE ONLY
 Staff Recommended: APPROVED
 Fiscal Year: 2023
 Federal: \$597,910.00
 State: \$635,656.00
 Local: \$64,925.00

PSR Signature: J.P.S. Date: 04/14/2023
 TAC Signature: _____ Date: _____

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

**ATTACHMENT TWO
PAGE ONE**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-59
Federal award date	5/29/2020
Subaward Period of Performance Start and End Date	4/14/2023 – 4/13/2025
Subaward Budget Period Start and End Date	July 1, 2023 – June 30, 2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/14/2023
Grant contract's end date	4/13/2025
Amount of federal funds obligated by this grant contract	\$297,911
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$17,272,043
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0173-23.

Any questions please contact your Program Monitor, TPM, at 615-741-3208.

**ATTACHMENT TWO
PAGE TWO**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-64
Federal award date	7/13/2021
Subaward Period of Performance Start and End Date	4/14/2023 – 4/13/2025
Subaward Budget Period Start and End Date	July 1, 2023 – June 30, 2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/14/2023
Grant contract's end date	4/13/2024
Amount of federal funds obligated by this grant contract	\$150,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$9,450,000
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0173-23.

Any questions please contact your Program Monitor, TPM, at 615-741-3208.

**ATTACHMENT TWO
PAGE THREE**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-70
Federal award date	7/6/2022
Subaward Period of Performance Start and End Date	4/14/2023 – 4/13/2025
Subaward Budget Period Start and End Date	July 1, 2023 – June 30, 2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/14/2023
Grant contract's end date	4/15/2025
Amount of federal funds obligated by this grant contract	\$212,064
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,005,558
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0173-23.

Any questions please contact your Program Monitor, TPM, at 615-741-3208.

**ATTACHMENT TWO
PAGE FOUR**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	
Subrecipient's Unique Entity Identifier (SAM)	
Federal Award Identification Number (FAIN)	3-47-SBGP-79
Federal award date	TBD
Subaward Period of Performance Start and End Date	4/14/2023 – 4/13/2025
Subaward Budget Period Start and End Date	July 1, 2023 – June 30, 2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	4/14/2023
Grant contract's end date	4/13/2025
Amount of federal funds obligated by this grant contract	\$150,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,200,000
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

Federal Award Identification Worksheet is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 75-555-0173-23.

Any questions please contact your Program Monitor, TPM, at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
CM: Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction				AERO-23-278-01
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 4/14/2023 END: 4/13/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	\$1,585,351.00	\$83,440.00	\$1,668,791.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$1,585,351.00	\$83,440.00	\$1,668,791.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Runway 36 Threshold Relocation, Taxiway A and Apron TH01MU-2, 5, and portion of 3, Rehabilitation, AOA Seal Coat and Painting Construction	\$1,668,791.00
TOTAL	1,668,791.00

TAD Project # 75-555-0173-23

Project Breakdown:

TX00310495	\$ 297,911.00	90% Federal 59 NPE
	\$ 16,551.00	5% State
	<u>\$ 16,550.00</u>	5% Local
	\$ 331,012.00	
TX00310496	\$ 150,000.00	90% Federal 64 NPE
	\$ 8,333.00	5% State
	<u>\$ 8,334.00</u>	5% Local
	\$ 166,667.00	
TX00310497	\$ 149,999.00	90% Federal 70 NPE
	\$ 8,334.00	5% State
	<u>\$ 8,333.00</u>	5% Local
	\$ 166,666.00	
TX00310513	\$ 602,438.00	95% State
	<u>\$ 31,708.00</u>	5% Local
	\$ 634,146.00	
Amendment 1:		
TX00310497	\$ 62,065.00	90% Federal 70 NPE
	\$ 3,448.00	5% State
	<u>\$ 3,448.00</u>	5% Local
	\$ 68,961.00	
TX	\$ 150,000.00	90% Federal 79 NPE
	\$ 8,333.00	5% State
	<u>\$ 8,334.00</u>	5% Local
	\$ 166,667.00	
TX00310513	\$ 127,939.00	95% State
	<u>\$ 6,733.00</u>	5% Local
	\$ 134,672.00	
Grant Total:	\$1,668,791.00	

BARGE DESIGN SOLUTIONS, INC. ENGINEERS • ARCHITECTS • PLANNERS**Work Authorization 23-01 (Revision 1)
August 18, 2023**

This amendment to Work Authorization No. 23-01, dated June 7, 2023, between the City of Murfreesboro (**Client**) and Barge Design Solutions, Inc. (**Barge**) is for a revision in services described as follows:

Project: Additional CA, RPR, Testing, and AGIS Services

Project Scope:

- A. Barge will provide additional Construction Administration, Resident Project Representative and Construction Materials Testing Services as required by additional subgrade stabilization to be performed on Taxiway Alpha which was discovered during construction. The original work authorization provided for 350 hours of RPR Time which will be exceeded by this change in scope. 200 additional RPR hours are included with this amendment. Additional Construction administration time is also required to evaluate the subgrade issues, develop a plan and coordinate with the contractor. Three additional progress meetings are included in the scope of this amendment. Finally, additional testing will be required due to the change in scope and the additional paving that will be required.
- B. As part of CA Services, Barge will also provide a Runway Safety Area Determination (RSAD), coordination of PAPI flight check, and a pen and ink change to the existing ALP (by others).
- C. Barge will subcontract an AGIS survey to document the relocated threshold and upload this data to FAA system. Full scope as described in attached proposal.

II. COMPENSATION: The adjusted compensation to be paid to **Barge** shall be as shown below in accordance with the original contract:

Phase	Description	Current Contract Amount	Revision 1 Adjustment	Revision 1 Contract Amount
7100	Construction Administration	53,150.00	22,181.00	75,331.00
3900	Site Surveying Services	7,839.00	0.00	7,839.00
7130	Resident Project Representative	42,505.00	24,289.00	66,794.00
7150	Construction Testing	20,000.00	2,500.00	22,500.00
9000	AGIS Survey	0.00	23,667.00	23,667.00
	Contract Amount	\$ 123,494.00	\$ 72,637.00	\$ 196,131.00

III. TERMS AND CONDITIONS: Services performed under this addendum are subject to the same terms and conditions described in the Owner-Engineer Agreement dated January 1, 2021.

City of Murfreesboro

Barge Design Solutions, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Attorney

Witnessed by:

Name: Adam Tucker
43A2035E51F9401...

Date: 11/16/2023

A & E FEE PROPOSAL

Murfreesboro Municipal Airport
Murfreesboro, Tennessee



Barge Design Solutions

August 18, 2023

Project Number:

3741907

TAD Number 75-555-0173-23

MURFREESBORO AIRFIELD PAVEMENT REHAB CONSTRUCTION PHASE SERVICES - CHANGE ORDER 1

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT	NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	EXTENDED COST	TOTAL COST
1. PROJECT DEVELOPMENT					
A. PRINCIPAL (P)		0	\$87.34	\$0.00	
B. PROJECT MANAGER (PM)		0	\$68.94	\$0.00	
C. CIVIL ENGINEER (CE)		0	\$51.04	\$0.00	
D. ENGINEERING INTERN (EI)		0	\$27.41	\$0.00	
E. ELECTRICAL ENGINEER (EE)		0	\$71.39	\$0.00	
F. ARCHITECT(A)		0	\$70.61	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		0	\$54.11	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$52.94	\$0.00	
I. DESIGNER/DRAFTING (D)		0	\$39.84	\$0.00	
J. SECRETARIAL/TYPIST (S)		0	\$32.52	\$0.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$33.86	\$0.00	
PROJECT DEVELOPMENT PHASE DIRECT LABOR:				\$0.00	
COMBINED OVERHEAD:	210.36%			\$0.00	
J. DOCUMENTS SETS 0	0		\$0.10	\$0.00	
K. SHIPPING SETS 0	0		\$15.50	\$0.00	
L. TRIPS MILES 68	0		\$0.655	\$0.00	
M. FLIGHTS	0		\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE	0		\$12.75	\$0.00	
PROJECT DEVELOPMENT PHASE EXPENSES:				\$0.00	
SUBTOTAL:					\$0.00
OPERATING MARGIN:	15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):	0.35%				\$0.00
TOTAL PROJECT DEVELOPMENT PHASE:					\$0.00
2. DESIGN PHASE					
A. PRINCIPAL (P)		0	\$87.34	\$0.00	
B. PROJECT MANAGER (PM)		0	\$68.94	\$0.00	
C. CIVIL ENGINEER (CE)		0	\$51.04	\$0.00	
D. ENGINEERING INTERN (EI)		0	\$27.41	\$0.00	
E. ELECTRICAL ENGINEER (EE)		0	\$71.39	\$0.00	
F. ARCHITECT(A)		0	\$70.61	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		0	\$54.11	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$52.94	\$0.00	
I. DESIGNER/DRAFTING (D)		0	\$39.84	\$0.00	
J. SECRETARIAL/TYPIST (S)		0	\$32.52	\$0.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$33.86	\$0.00	
DESIGN PHASE DIRECT LABOR:				\$0.00	
COMBINED OVERHEAD:	210.36%			\$0.00	
L. TOTAL PLAN SHEETS (50%) SETS 0	0		\$2.50	\$0.00	
M. SHIPPING (50%) SETS 0	0		\$40.00	\$0.00	
N. TOTAL SPEC SHEETS (90%) SETS 0	0		\$0.10	\$0.00	
O. TOTAL PLAN SHEETS (90%) SETS 0	0		\$2.50	\$0.00	
P. SHIPPING (90%) SETS 0	0		\$40.00	\$0.00	
Q. TOTAL SPEC SHEETS (FINAL) SETS 0	0		\$0.10	\$0.00	
R. TOTAL PLAN SHEETS (FINAL) SETS 0	0		\$2.50	\$0.00	
S. SHIPPING (FINAL) SETS 0	0		\$40.00	\$0.00	
T. TRIPS MILES 68	0		\$0.655	\$0.00	
U. FLIGHTS	0		\$750.00	\$0.00	
V. TRAVEL SUBSTINENCE	0		\$12.75	\$0.00	
DESIGN PHASE EXPENSES:				\$0.00	
SUBTOTAL:					\$0.00
OPERATING MARGIN:	15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):	0.35%				\$0.00
TOTAL DESIGN PHASE:					\$0.00

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT (Continued)		NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	TOTAL COST
3. BID PHASE					
A. PRINCIPAL (P)			0	\$87.34	\$0.00
B. PROJECT MANAGER (PM)			0	\$68.94	\$0.00
C. CIVIL ENGINEER (CE)			0	\$51.04	\$0.00
D. ENGINEERING INTERN (EI)			0	\$27.41	\$0.00
E. ELECTRICAL ENGINEER (EE)			0	\$71.39	\$0.00
F. ARCHITECT)A)			0	\$70.61	\$0.00
G. SENIOR AVIATION PLANNER (SAP)			0	\$54.11	\$0.00
H. ENVIRONMENTAL PLANNER (EP)			0	\$52.94	\$0.00
I. DESIGNER/DRAFTING (D)			0	\$39.84	\$0.00
J. SECRETARIAL/TYPIST (S)			0	\$32.52	\$0.00
K. RESIDENT PROJECT REP. (RPR)			0	\$33.86	\$0.00
BID PHASE DIRECT LABOR:					\$0.00
COMBINED OVERHEAD:					\$0.00
L. DOCUMENTS	SETS	200		\$0.10	\$0.00
M. SHIPPING				\$40.00	\$0.00
N. TRIPS	MILES	68	0	\$0.655	\$0.000
O. FLIGHTS			0	\$750.00	\$0.00
P. TRAVEL SUBSTINENCE			0	\$12.75	\$0.00
BID PHASE EXPENSES:					\$0.00
SUBTOTAL:					\$0.00
OPERATING MARGIN:					\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):					\$0.00
TOTAL BID PHASE:					\$0.00
4. CONSTRUCTION PHASE					
A. PRINCIPAL (P)			0	\$87.34	\$0.00
B. PROJECT MANAGER (PM)			38	\$68.94	\$2,619.72
C. CIVIL ENGINEER (CE)			32	\$51.04	\$1,633.39
D. ENGINEERING INTERN (EI)			0	\$27.41	\$0.00
E. ELECTRICAL ENGINEER (EE)			0	\$71.39	\$0.00
F. ARCHITECT)A)			0	\$70.61	\$0.00
G. SENIOR AVIATION PLANNER (SAP)			22	\$54.11	\$1,190.31
H. ENVIRONMENTAL PLANNER (EP)			0	\$52.94	\$0.00
I. DESIGNER/DRAFTING (D)			18	\$39.84	\$717.12
J. SECRETARIAL/TYPIST (S)			0	\$32.52	\$0.00
K. RESIDENT PROJECT REP. (RPR)			0	\$33.86	\$0.00
CONSTRUCTION PHASE DIRECT LABOR:					\$6,160.54
COMBINED OVERHEAD:					\$12,959.30
J. DOCUMENTS	SETS	0		\$0.10	\$0.00
K. SHIPPING				\$40.00	\$0.00
L. TRIPS	MILES	68	3	\$0.655	\$133.620
M. FLIGHTS			0	\$750.00	\$0.00
N. TRAVEL SUBSTINENCE			3	\$12.75	\$38.25
CONSTRUCTION PHASE EXPENSES:					\$171.87
SUBTOTAL:					\$19,291.71
OPERATING MARGIN:					\$2,867.98
FCCM (APPLIED TO DIRECT LABOR ONLY):					\$21.56
TOTAL CONSTRUCTION PHASE:					\$22,181.00
TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT					
PROJECT DEVELOPMENT PHASE				\$0.00	0%
DESIGN PHASE				\$0.00	0%
BID PHASE				\$0.00	0%
CONSTRUCTION PHASE				\$22,181.00	100%
TOTAL SECTION A:					\$22,181.00
SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCLUDED AS BASIC SERVICES					
1. AGIS SURVEY (SUBCONSULTANT - NV5)					\$23,667.00
					\$0.00
					\$0.00
					\$0.00
TOTAL SECTION B:					\$23,667.00
TOTAL BASIC ENGINEERING FEE (Sections A and B):					\$45,848.00

ESTIMATED ADDITIONAL SERVICES - IF AUTHORIZED BY OWNER (ESTIMATED BUDGETS)									
SECTION C: AIRPORT PLANS, AND STUDIES INCLUDED AS ADDITIONAL SERVICES									
1. CONSTRUCTION MATERIALS TESTING SERVICES									\$2,500.00
2. AIRPORT LAYOUT PLAN									\$0.00
3. AIRPORT LAYOUT PLAN UPDATE									\$0.00
4. RUNWAY JUSTIFICATION STUDY									\$0.00
TOTAL SECTION C:									\$2,500.00
SECTION D: SURVEY									
1. 2-MAN SURVEY CREW (1 PARTY CHIEF, 1 INSTRUMENT MAN)									
REGULAR	0		HRS @	\$42.90 / HR =				\$0.00	
OVERTIME	0		HRS @	\$52.35 / HR =				\$0.00	
2. SURVEY MANAGER	0		HRS @	\$50.00 / HR =				\$0.00	
4. SURVEY PROCESSOR	0		HRS @	\$50.00 / HR =				\$0.00	
DIRECT LABOR TOTAL SECTION D:									\$0.00
COMBINED OVERHEAD:									210.36% \$0.00
5. AUTO EXPENSES	5	DAYS @	0	MILES/DAY @	\$0.655 =			\$0.00	
6. PER DIEM	5	DAYS @		\$0.00 / DAY / PERSON =				\$0.00	
EXPENSES TOTAL SECTION D:									\$0.00
SUBTOTAL:									\$0.00
OPERATING MARGIN:									10% \$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):									0.35% \$0.00
TOTAL SECTION D:									\$0.00
SECTION E: ENVIRONMENTAL									
1. ADEM PERMITTING									\$0.00
2. COE 404 PERMITTING									\$0.00
3. ENVIRONMENTAL ASSESSMENT									\$0.00
4. WETLAND DELINEATION SURVEY									\$0.00
TOTAL SECTION E:									\$0.00
SECTION F: RESIDENT PROJECT REPRESENTATIVE									
1. RESIDENT PROJ. REPS	20	CALENDAR DAY CONTRACT							
	20	DAYS @	10	HRS @	\$33.86 / HR =			\$6,772.00	
DIRECT LABOR TOTAL SECTION F:									\$6,772.00
COMBINED OVERHEAD:									210.36% \$14,245.58
2. AUTO EXPENSES	20	DAYS @	68	MILES/DAY @	\$0.655			\$890.80	
3. PER DIEM	20	DAYS @		\$12.75 / DAY =				\$255.00	
EXPENSES TOTAL SECTION F:									\$1,145.80
SUBTOTAL:									\$22,163.38
OPERATING MARGIN:									10% \$2,101.76
FCCM (APPLIED TO DIRECT LABOR ONLY):									0.35% \$23.70
TOTAL SECTION F:									\$24,289.00
TOTAL ESTIMATED ADDITIONAL SERVICES (Sections C through F)									\$26,789.00

GRAND TOTAL - FEE PROPOSAL (Includes Basic Fee + Estimated Add'l Services)	\$72,637.00
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ADDITIONAL PROJECT EXPENSES (IF REQUIRED)									
1. DBE PLAN UPDATE FOR PROJECT (FOR FAA PROJECT FUNDING OF \$250,000 OR MORE)									\$0.00
2. NEWSPAPER ADVERTISING									\$0.00
3. PAVEMENT ANALYSIS AND TESTING									\$0.00
4. GEOTECHNICAL EVALUATION									\$0.00
5. CONSTRUCTION TESTING									\$0.00
TOTAL ADDITIONAL PROJECT EXPENSES:									\$0.00

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Town Creek Task Order 6
Department: Development Services
Presented by: Gabriel Moore, Project Engineer

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Task Order 6 for the Town Creek Phase 1 and 2 daylighting project.

Staff Recommendation

Approve Task Order 6 with Griggs and Maloney for the Town Creek Daylighting Project Phase 1 and 2.

Background Information

Griggs and Maloney has provided the Task Order 6 proposal for Town Creek under the current ARPA Master Services Agreement (MSA). Task Order 6 provides for the Hydraulic Modeling and Flood Plain Study of the daylighted creek throughout the Town Creek Phase 1 and 2 corridor and will be funded from ARPA funds designated for Town Creek Daylighting for \$90,000.

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, \$90,000, will be funded by ARPA funds.

Attachment

Task Order 6 – Hydraulic Modeling and Flood Plain Study

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

**TASK ORDER NUMBER 06 –
HYDRAULIC MODELING AND FLOOD PLAIN STUDY**

For

TOWN CREEK PHASE I AND PHASE II



Prepared by

GRIGGS & MALONEY
I N C O R P O R A T E D

Engineering & Environmental Consulting

745 South Church St., Suite 205

P.O. Box 2968 (37133-2968)

Murfreesboro, Tennessee 37130

(615) 895-8221 • (615) 895-0632 FAX

TASK ORDER NO. 06

This is Task Order No. **06**
consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **March 22, 2023**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Murfreesboro, Tennessee
c.	Engineer:	Griggs & Maloney, Inc.
d.	Specific Project (title)	Town Creek Phase I and II
e.	Specific Project (description):	Hydraulic Modeling and Flood Study
f.	Related Task Orders Supplemented by this Task Order: N/A Superseded by this Task Order: N/A	01 – Building Characterization Task 02 – Site Survey 03 – Geotechnical Exploration & Environmental Drilling 04 – Master Planning & Due Diligence

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order.

2022 Town Creek Opportunities and Constraints Study – Ragan-Smith

Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Task Order.

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Page 1 of 5

Specific Project Title:	Town Creek Phase I and II Task 06 – Hydraulic Modeling and Flood Plain Study
Type and Size of Site:	See Figure 1
Description of Improvements:	Hydraulic Modeling of Town Creek Phase 1 and Phase 2 to determine Base Flood Elevations, flood plain impacts, and development of a detailed flood model to make recommendations to comply with City and Federal flood plain regulations.
Expected Construction Start:	
Prior Studies, Reports, Plans:	Town Creek Opportunities and Constraints Study
Site Location(s):	Murfree Springs inlet to culvert to Town Creek confluence with Lytle Creek
Current Specific Project Budget:	\$25,000,000.00
Funding Sources:	City General Funds, ARPA Funding, Stormwater Funds
Known Design Standards:	City of Murfreesboro Standards, OSHA, TDEC-APC, 40 CFR Part 82 F
Known Specific Project Limitations:	As defined by the Town Creek Opportunities and Constraints Study
Specific Project Assumptions:	Services related to flood plain regulation compliance (i.e.: development of report, no-rise certification, and/or MT-2 application(s) will be performed as a separate task.
Other Pertinent Information:	

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are: Exhibit A to Task Order, “Engineer’s Services for Task Order,” as attached to this specific Task Order.
- B. The scope of this task includes Design Services described in Exhibit A for purposes of Engineer’s compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner’s written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and

Task Order.

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will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

Engineer shall begin Hydraulic Modeling within 14 days of authorization to proceed by Owner.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:

6. TASK ORDER SCHEDULE

It is anticipated that the services for Phase A will be completed within 8 weeks. Phase B is anticipated to be completed within 6 weeks of receipt of required supplemental information.

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
 B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Hydraulic Modeling & Flood Plain Study Phase A	\$62,000	LUMP SUM
2. Hydraulic Modeling & Flood Plain Study Phase B	\$28,000	LUMP SUM
TOTAL COMPENSATION	\$90,000	LUMP SUM

Task Order.

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- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

Name	Address
Neel-Schaffer	210 25 th Ave. N., Ste. 800 Nashville, TN 37203

* Griggs and Maloney may substitute listed subconsultants at its discretion.

9. EXHIBITS AND ATTACHMENTS:

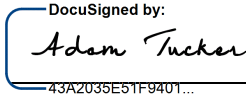
- A. Exhibits to Task Order

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:
By: _____

Print Name: _____

Title: _____

By:  _____
43A2035E51F9401...

Print Name: Adam Tucker

Title: City Attorney

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Sam Huddleston

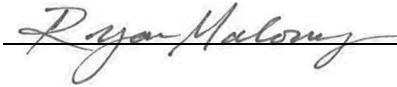
Title: Assistant City Manager

Address: 111 West Vine Street
Murfreesboro, TN 37130

E-Mail Address: shuddleston@murfreesborotn.gov

Phone: 615-849-2629

Date: 11/14/2023

ENGINEER:
By:  _____

Print Name: Ryan W. Maloney, P.E.

Title: Principal

Engineer's License or Firm's
Certificate No. (if required): 110401
State of: Tennessee

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ryan W. Maloney, P.E.

Title: Principal

Address: 745 S. Church St., Ste. 205
Murfreesboro, TN 37130

E-Mail Address: rmaloney@griggsmaloney.com

Phone: (615) 895-8221

Date: November 3, 2023

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

**EXHIBITS TO TASK ORDER NUMBER 06 –
HYDRAULIC MODELING AND FLOOD PLAIN STUDY**

For

TOWN CREEK PHASE I AND PHASE II



Prepared by

GRIGGS & MALONEY
I N C O R P O R A T E D
Engineering & Environmental Consulting

745 South Church St., Suite 205
P.O. Box 2968 (37133-2968)
Murfreesboro, Tennessee 37130
(615) 895-8221 • (615) 895-0632 FAX

EXHIBITS TO TASK ORDER

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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Murfreesboro
- c. Engineer: Griggs & Maloney, Inc.
- d. Specific Project (title): Town Creek Phase I and Phase II
- e. Specific Project (description): Hydraulic Modeling of Town Creek Phase 1 and Phase 2 to determine Base Flood Elevations, flood plain impacts, and development of a detailed flood model to make recommendations to comply with City and Federal flood plain regulations.

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. See Main Agreement, Paragraph 1.03.

1.02 Hydraulic Modeling & Flood Plain Study

- a. The 05/09/2023 FEMA map shows the lower part of the Lytle Creek flood plain potentially affecting the hydraulics of the lower part of Town Creek near the confluence of these two water bodies. However, no Flood Profile is available for Town Creek to determine the extent of Lytle Creek’s backwater influence. From review of the Flood Insurance Rate Map, it is possible that FEMA did not develop a hydraulic model for Town Creek, but instead developed a level-pool hydrologic routing analysis (HEC-1 or HEC-HMS) to establish Base Flood Elevations for the wetland/reservoir areas comprising Town Creek upstream of South Church Street. Because Town Creek is not listed in the Flood Insurance Study in the Summary of Discharges Table, Summary of Hydrologic and Hydraulic Analyses Table, or Flood Profiles, it is not likely

that a hydraulic (HEC-2 or HEC-RAS) model exists for Town Creek. Therefore, it is advisable to develop an independent hydraulic (HEC-RAS) model of Town Creek from survey data, which will be used to test the conceptual design of the replacement of underground culvert systems with an open channel.

Because it may not be possible to obtain any hydrologic data (HEC-1 or HEC-HMS) from FEMA for the Town Creek basin, it may also be necessary to develop an independent hydrologic (HEC-HMS) model of Town Creek from LiDAR and other GIS data in order to calculate steady-flow discharges. The computed steady-flow discharges will be utilized in the independent HEC-RAS model in order to determine the Base Flood Elevations and flood plain extents resulting from the City's proposed project.

The Town Creek Daylighting project may be performed in phases, as follows:

Phase 1 – From entrance of culvert at Murfree Spring Wetland to entrance of South Church Street culvert.

Phase 2 – From South Church Street culvert to South Front Street culvert.

The scope of work for this project may also be performed in phases, as follows. These phases of work do not coincide with the phases described above, but will be performed for the project in its entirety:

- b. **Phase A:** Preliminary (30% design) hydrologic and hydraulic modeling of the conceptual design of the daylighting project (both phases) to determine base flood elevations (BFEs) for pre- and post-project conditions, to determine flood plain impacts of the project, and to determine freeboard of lowest floor elevations of adjacent buildings above the computed BFEs. Three scenarios will be preliminarily modeled as part of Phase A:

Scenario A1: Potential plaza upstream of South Front Street.

Scenario A2: Potential replacement/upsizing of the South Front Street culvert to help reduce base flood elevations and flood plain extents.

Scenario A3: Potential addition of channel / flood plain storage to offset potential impacts to BFEs and flood plain extents.

- c. **Phase B:** Detailed hydrologic and hydraulic modeling of the near-final (70-80%) design of the daylighting project for both phases and selected scenarios from Phase A. The intent will be to determine BFEs for final post-project conditions, to determine final flood plain impacts of the project, and to determine final freeboard of lowest floor elevations of adjacent buildings above the final BFEs.

Results of Phase B will determine the course of action to take regarding compliance with the City of Murfreesboro's flood plain development regulations, as well as NFIP Regulations. Due to the unknown outcome of the H&H modeling and final design components at this time, this agreement only covers preliminary and final modeling in support of the design plans, as well as establishing the approach for achieving compliance with the City's and FEMA's regulations. **Services related to actual flood plain regulation compliance (i.e., development of report, No-Rise Certification, and/or MT-2 application(s)) will be performed as part of a separate agreement.**

The general modeling scope of work for this contract will include attempting to obtain a copy of FEMA's hydrologic and hydraulic (H&H) computer models (if they exist) and modifying/updating them as necessary using data from field survey, field reconnaissance, GIS data, etc. to serve as base models for use in Phase A and Phase B modeling described above. If previously developed models do not exist, we will develop independent H&H computer models of the Town Creek watershed and conveyance system using the same data. It should be noted that the accuracy of the independent hydrologic routing model will depend on the amount and quality of field survey data for the outlet control structures at each interconnected wetland or lake/pond area. Having a detailed hydrologic routing model will provide an accurate peak flow for design of the daylighted Town Creek channel. Therefore, it is highly recommended to collect survey data at each lake/wetland control structure along the Town Creek system (to be collected by others).

Based on results of the H&H models developed for Phases A and B, we will develop recommendations to modify the conceptual design of the Town Creek daylighting project, as necessary, and will provide a recommended path forward regarding compliance with City and Federal flood plain regulations.

The suggested tasks to be performed in each phase are listed below:

d. Phase A – Preliminary H&H Modeling / Proof of Concept:

1. Perform field reconnaissance and collect qualitative and limited quantitative information to be used in the H&H analysis.
2. Obtain effective FEMA study models (if available), check runoff coefficients, culvert coefficients, culvert sizes, entrance/exit loss coefficients, cross-section data, etc. to determine accuracy.
3. Correct errors, update geometry from survey, update coefficients based on field observations, as necessary, and rerun the hydraulic model to determine current conditions Base Flood Elevations (BFEs).
4. If no effective hydrologic model is available, perform independent hydrologic analysis by delineating watershed, sub-basins, land use, time of concentration, and soil conditions. Determine runoff parameters, stage vs. storage vs. outflow relationships at wetlands/lakes, calculate discharges using the SCS TR-55 Method within a hydrologic

computer model (HEC-HMS). If survey data for the lake/wetland outlet control structures is not available for use on this project, we will estimate the elevations using information from LiDAR, as well as approximate field measurements taken during task 1.

5. If no effective hydraulic model is available, perform independent hydraulic analysis by incorporating field survey data, field reconnaissance data, etc. into a HEC-RAS model of the Town Creek channel. The limits of the independent hydraulic model would extend from the confluence with Lytle Creek to Murfree Spring Wetland. Execute model to determine current conditions BFEs and freeboard of lowest floor elevations of adjacent buildings above the BFEs.
6. Insert proposed design elements – i.e., daylighted channel, culvert improvements, boulder clusters, etc. based on preliminary (30%) design plans for scenarios discussed above.
7. Compare preliminary proposed BFEs to current conditions BFEs.
8. Compare preliminary proposed flooding extents to current conditions flooding extents.
9. Provide suggested revisions to design elements based on comparison of current and preliminary proposed BFEs and flooding extents.

e. Phase B – Final H&H Modeling:

1. Using the latest current conditions hydraulic model developed in Phase A, insert final proposed design elements selected during Phase A, which are assumed to be designed to the 70-80% level for final H&H modeling.
2. Compare final proposed BFEs to current conditions BFEs.
3. Compare final proposed flooding extents to current conditions flooding extents.
4. Provide suggested revisions to final design elements based on comparison of current and final proposed BFEs and flooding extents.
5. Update models with final revisions to design.
6. Provide a brief technical memorandum explaining the methodology and results of the H&H analyses. The memorandum will also include guidance on the suggested path forward regarding compliance with City and Federal flood plain regulations.

f. Limitations

If a No-Rise Certification is determined to be feasible, the final detailed hydraulic report and No-Rise Certification Document will be provided to the City as part of a separate agreement. It is anticipated that this final report and model study would need to be reviewed/approved by a third-party consultant prior to construction.

The improvements to the Town Creek channel and culverts must cause no adverse impacts to the current flood plain elevations or inundation extents within private properties. This proposal does not guarantee that the No-Rise Certification is feasible. If adverse impacts are unavoidable, then an MT-2 application for Conditional Letter of Map Revision will be required. FEMA application fees and professional services for a CLOMR

and/or LOMR application are not covered by this fee proposal; but some labor effort for this agreement will transfer to the No-Rise preparation phase and also apply towards the CLOMR application, if required. FEMA applications will require a minimum of 4 weeks to prepare and will likely require 6 months for FEMA to approve.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer’s services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific

Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

TASK 5 – HYDRAULIC MODELING AND FLOOD PLAIN STUDY

Party	Action	Schedule
Owner	Authorize Engineer to Proceed	0 days
Engineer	Phase A	Within 8 weeks of the receipt of Owners authorization
Engineer	Phase B	Within 6 weeks of Phase A completion

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Purchase of Police Vehicles from Ford of Murfreesboro

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of 15 new marked police vehicles.

Staff Recommendation

Approve the purchase of 15 police vehicles from Ford of Murfreesboro.

Background Information

The purchase of 15 new Ford Explorers are scheduled replacements. Due to the status of the Ford manufacturing backlog, it is necessary to place orders for the 2025 model vehicles now, however, delivery is not expected for 12 to 18 months.

This purchase is available 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, \$676,125, is included in part by the American Rescue Plan Act Funds and the FY24 CIP, funded from General Fund.

Attachments

Contract with TT of Ford Murfreesboro

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF F. MURFREESBORO, INC.
FOR PURCHASE OF VEHICLES**

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 **TT OF F. MURFREESBORO, INC.**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract 209/80356 with TT of F. Murfreesboro, Inc.*
- *Price Quote Sheet dated November 13, 2023, from TT of F. Murfreesboro, Inc. for Fifteen (15) 2025 Ford Police Interceptor Utility AWD Base (K8A) Vehicles, and*
- *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, Contractor's State of Tennessee Contract 209/80356 with TT of F. Murfreesboro, Inc.*
- *Lastly, Price Quote Sheet dated November 13, 2023, from TT of F. Murfreesboro, Inc. for Fifteen (15) 2025 Ford Police Interceptor Utility AWD Base (K8A) Vehicles*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase Fifteen (15) 2025 Ford Police Interceptor Utility AWD Base (K8A) Vehicles with options as listed as set forth in the State of Tennessee Contract 209/80356 with TT of F. Murfreesboro, Inc., and Contractor's Price Quote Sheet dated November 13, 2023.
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/80356 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 Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet from TT of F. Murfreesboro, Inc dated November 13, 2023, for Fifteen (15) 2025 Ford Police Interceptor Utility AWD Base (K8A) Vehicles priced at \$45,075.00 each, which reflects a **total purchase price of \$676,125.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices to be sent to accountspayable@murfreesborotn.gov.
 - b. Deliveries of all items for the Murfreesboro Police Department shall be made to 1004 North Highland Avenue, Murfreesboro, TN 37130. Contact person Sgt. Bobby 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. Deliveries of all items shall be made by June 30, 2025. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid or State contract.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item supplied shall meet the warranty provisions set forth by the manufacturer and bid specifications.

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 Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 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:

Notices to the City shall be sent to:

Notices to Contractor shall be sent to:

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

Contractor: Ford of Murfreesboro
Attention: **Attn: Jason McCullough**
Fleet Sales Manager
Address: 1550 NW Broad St
Murfreesboro, TN 37129-1709

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 five (5) 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.
 - a) **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
 - b) **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

c) The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Integration.** This Contract and State contract 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.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **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.

22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **SAMS.gov Registration and UEI #.** All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).
24. **Debarment and Suspension.**
 - a) The City certifies, to the best of its knowledge and belief, that the Contractor:
 - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - ii. has not within a three (3) year period preceding this 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;
 - iii. is 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
 - iv. has 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.
 - b) The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
 - c) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
 - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**

- a) Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third-party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- b) The Contractor certifies, to the best of its knowledge and belief, that:
 - i. 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 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.
 - ii. 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 Promisor shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
 - iii. The Contractor 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.
- c) 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.

27. **Domestic preferences for procurements.** (2 CFR 200.322)

- a) As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this section:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. **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.
29. **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.
30. **Increasing Seatbelt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the-job seatbelt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
31. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
32. **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 agreement as of the Effective Date listed above.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

TT of F. MURFREESBORO, INC.

DocuSigned by:
By: Jason McCullough
Jason McCullough, Fleet Manager

APPROVED AS TO FORM:

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



City of Murfreesboro - K8A

City of Murfreesboro

1004 Highland Ave
Murfreesboro, TN 37130

Jenny Licsko

dlicsko@murfreesborotn.gov
629-201-5575

Reference: 20231113-164247812

Quote created: November 13, 2023

Quote expires: February 11, 2024

Quote created by: Jason McCullough

Government Sales Manager

mr.jason.mccullough@gmail.com

+16157859141

Comments from Jason McCullough

SWC 209

Contract No. 80356

Products & Services

Item & Description	Quantity	Unit Price	Total
K8A-500A -- PI UTILITY, AWD, 3.3L V6 FFV - MARKED K8A-500A -- PI UTILITY, AWD, 3.3L V6 FFV - MARKED	1	\$44,800.00	\$44,800.00
Optional Equipment Optional Equipment	1	\$275.00	\$275.00
One-time subtotal			\$45,075.00
Total			\$45,075.00

Purchase terms

Questions? Contact me



Jason McCullough
Government Sales Manager
mr.jason.mccullough@gmail.com
+16157859141

Ford of Murfreesboro
1550 NW Broad St
Murfreesboro, TN 37085-4364
United States



Prepared by: Jason McCullough

11/15/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415 | Quote ID: 24K8ASWC

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$47,165.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
11/15/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415 | Quote ID: 24K8ASWC

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
76R	Reverse Sensing System	\$275.00

Emissions

425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
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Exterior Color

YZ_01	Oxford White	N/C
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Interior Color

96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
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SUBTOTAL		\$45,420.00
Destination Charge		\$1,595.00
TOTAL		\$47,015.00

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Prepared by: Jason McCullough
11/15/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415 | Quote ID: 24K8ASWC

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

- * 18 x 8-inch front and rear black steel wheels
- * P255/60RW18 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * 4.2 inch primary LCD display
- * AM/FM stereo radio
- * External memory control
- * Wheelbase: 119.1"
- * Trip computer
- * Power door mirrors
- * LED brake lights
- * Variable intermittent front windshield wipers
- * Electronic stability control system with anti-roll
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * Automatic climate control

Exterior: Oxford White
Interior: Charcoal Black w/Unique HD Cloth
Front Bucket Seats w/Vinyl Rear

- * Class III tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel dual exhaust
- * Battery rating: 730CCA
- * Fuel tank capacity: 21.40 gal.
- * Steering wheel mounted audio controls
- * Seek scan
- * Vehicle body length: 198.8"
- * Standard ride suspension
- * Rear window defroster
- * Manual folding door mirrors
- * Deep tinted windows
- * Speed sensitive wipers
- * Manual rear child safety door locks
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 7 airbags
- * Dual-zone front climate control

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$47,165.00
Order Code 500A	N/C
3.73 Axle Ratio	Included
GVWR: 6,840 lbs (3,103 kgs)	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50 State Emission System	STD
Oxford White	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
Driver Only LED Spot Lamp (Unity)	\$395.00
Rear-Door Controls Inoperable	\$75.00
Engine: 3.3L V6 Direct-Injection (FFV)	-\$2,830.00
Transmission: 10-Speed Automatic (44U)	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
11/15/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415 | Quote ID: 24K8ASWC

Major Equipment

- * Rear under seat climate control ducts
- * 35-30-35 folding rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Driver seat with 8-way directional controls
- * Height adjustable front seat head restraints
- * Manual reclining driver seat
- * Power driver seat fore/aft control
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * Manual driver seat lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill start assist
- * Fixed rear seats
- * Split-bench rear seat
- * Fold forward rear seatback
- * Manual rear seat head restraint control
- * Bucket front seats
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Power height adjustable driver seat
- * Power driver seat cushion tilt
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system

As Configured Vehicle

	MSRP
Reverse Sensing System	\$275.00
<hr/>	
SUBTOTAL	\$45,420.00
Destination Charge	\$1,595.00
<hr/>	
TOTAL	\$47,015.00

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Purchase of Police Vehicles from Lonnie Cobb Ford

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of 34 new police vehicles.

Staff Recommendation

Approve the purchase of 34 new police vehicles from Lonnie Cobb.

Background Information

The purchase of 34 new Ford vehicles are scheduled replacements. Due to the status of the Ford manufacturing backlog, it is necessary to place orders for the 2025 model vehicles now, however, delivery is not expected for 12 to 18 months. The 2023 models included in this purchase have been produced and are ready for equipment installations.

This purchase is available 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, \$1,621,057, is funded in part by the FY21 CIP bond and the FY24 CIP, funded from General Fund.

Attachments

Contracts with Lonnie Cobb Ford, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
LONNIE COBB FORD, LLC.
FOR PURCHASE OF VEHICLES**

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 **LONNIE COBB FORD, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor’s State of Tennessee Contract No. 209/80355 with Lonnie Cobb Ford, LLC.***
- ***Sales Quotation dated November 6, 2023, from Lonnie Cobb Ford, LLC for five (5) 2025 Ford Police Interceptor Utility AWD Base (K8A) with admin package and options as listed and Sales Quotation dated September 14, 2023 for fifteen (15) 2025 Police Interceptor Utility AWD Base (K8A) marked with options as listed (“Contractor’s Quotations”)***
- ***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, Contractor’s State of Tennessee Contract No. 209/80355 with Lonnie Cobb Ford, LLC***
- ***Lastly, Sales Quotation dated November 6, 2023, from Lonnie Cobb Ford, LLC for five (5) 2025 Ford Police Interceptor Utility AWD Base (K8A) with admin package and options as listed and Sales Quotation dated September 14, 2023, from Lonnie Cobb Ford for fifteen (15) 2025 Police Interceptor Utility AWD Base (K8A) marked with options as listed (“Contractor’s Quotations”)***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicles with optional equipment listed and as set forth in the State of Tennessee Contract No. 209/80355 with Lonnie Cobb Ford, LLC, and Contractor’s Quotations:

- a. Five (5) 2025 Ford Police Interceptor Utility AWD Base (K8A) with admin package and options as listed on Sales Quotation dated November 6, 2023.
- b. Fifteen (15) 2025 Police Interceptor Utility AWD Base (K8A) marked with options as listed on Sales Quotation dated September 14, 2023.

2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/80355 on December 31, 2024, 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 Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate,

stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in Contractor's Quotations for a **total purchase price of \$893,015.00**. Unit pricing per vehicle listed as:
 - i. Five (5) 2025 Ford Police Interceptor Utility AWD Base (K8A) with admin package and options as listed for \$44,800 each, for a price of \$224,000.00.
 - ii. Fifteen (15) 2025 Police Interceptor Utility AWD Base (K8A) marked with options as listed for \$44,601 each, for a price of \$669,015.00.
 - b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - c. Deliveries of all items for the Murfreesboro Police Department shall be made by June 30, 2025 to Attn: Robert Holloway – Murfreesboro Police Department – 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact 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.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and the most beneficial manufacturer's warranty available to the City.
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 Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 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:

Lonnie Cobb Ford
Stephen Blackstock, Fleet Manager
1618 Highway 45 North
Henderson, TN 38340
Lcag.fleet@gmail.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 Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract, Sales Quotations, and State contract 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 Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
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 Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
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 agreement as of the Effective Date first listed above.

CITY OF MURFREESBORO

Lonnie Cobb Ford, LLC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Steven Blackstock
Steven Blackstock, Fleet Manager

APPROVED AS TO FORM:

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

SWC 209
Lonnie Cobb Ford Contract # 80355

VEHICLE WILL BE A 2025 YEAR MODEL

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415

Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 11/06/2023





Prepared by: STEVEN BLACKSTOCK
11/06/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles



Prepared by: STEVEN BLACKSTOCK

11/06/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$47,165.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
64E	Wheels: 18" Painted Aluminum <i>Spare wheel is an 18" conventional (Police) black steel wheel.</i>	\$475.00
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear <i>Includes driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar) and passenger 2-way manual track (fore/aft. with manual recline).</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
65U	Interior Upgrade Package <i>Includes:</i> - 1st & 2nd Row Carpet Floor Covering <i>Includes front and rear floor mats.</i> - Unique HD Cloth Front Bucket Seats w/Cloth Rear <i>Includes driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar) and passenger 2-way manual track (fore/aft. with manual recline).</i> - Center Floor Console Less Shifter <i>Includes console and top plate with 2 cup holders. (Maintains column shifter).</i> - SYNC 3 Communications & Entertainment System	\$390.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/06/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
16C	1st & 2nd Row Carpet Floor Covering <i>Includes front and rear floor mats.</i>	Included
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
YZ_01	Oxford White	N/C
F6_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear	N/C
SUBTOTAL		\$45,765.00
Destination Charge		\$1,595.00
TOTAL		\$47,360.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/06/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 415

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,165.00
Options	-\$1,400.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$47,360.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$2,560.00
Total		\$44,800.00

Customer Signature

Acceptance Date

State contract base price	= \$44,485.00
delete option # 76D - deflector plate	- \$335.00
delete option # 85R - rear mounting plate	- \$45.00
delete option # 65L - full wheel covers	- \$60.00
credit for carpet	- \$125.00
credit for cloth seat	- \$60.00
add option # 43D - dark car	+ \$25.00
add option # 17T - red/white light	+ \$50.00
add option # 64E - aluminum wheels	+ \$475.00
add option # 65U - interior upgrade pkg	+ \$390.00
Total	= \$44,800.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

SWC 209
Lonnie Cobb Ford Contract # 80355

Vehicle will be a 2025 year model

~~2023~~ Police Interceptor Utility AWD Base (K8A)

Price Level: 350



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 09/14/2023





Prepared by: STEVEN BLACKSTOCK

09/14/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

09/14/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$47,165.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
153	Front License Plate Bracket	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

09/14/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

Code	Description	MSRP
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
YZ_01	Oxford White	N/C
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		\$45,370.00
Destination Charge		\$1,595.00
TOTAL		\$46,965.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

09/14/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,165.00
Options	-\$1,795.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$46,965.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$2,364.00
Total		\$44,601.00

Customer Signature

Acceptance Date

State contract base price	= \$44,886.00
delete option # 76D - deflector plate	- \$335.00
delete option # 85R - rear mounting plate	- \$45.00
remove hot spot credit	+ \$20.00
add option # 43D - dark car feature	+ \$25.00
add option # 17T - red/white light	+ \$50.00
total	= \$44,601.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
LONNIE COBB FORD, LLC.
FOR PURCHASE OF VEHICLES**

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 **LONNIE COBB FORD, LLC**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract;***
- ***Contractor's State of Tennessee Contract No. 209/75347 with Lonnie Cobb Ford, LLC.;***
- ***"Contractor's Quotations":***
 1. ***Sales Quotation dated November 3, 2023, from Lonnie Cobb Ford, LLC for one (1) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with K9 Equipment and options as listed (Exhibit A),***
 2. ***Sales Quotation dated November 3, 2023, from Lonnie Cobb Ford, LLC for one (1) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with Equipment and options as listed (Exhibit B),***
 3. ***Sales Quotation dated November 3, 2023, from Lonnie Cobb Ford, LLC for nine (9) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with Admin Package and options as listed (Exhibit C),***
 4. ***Sales Quotation dated November 8, 2023, from Lonnie Cobb Ford, LLC for three (3) 2023 Ford Police Interceptor Utility AWD Base (K8A) with options as listed (Exhibit D); and***
- ***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, Contractor's State of Tennessee Contract No. 209/75347 with Lonnie Cobb Ford, LLC***
- ***Lastly, Contractors Quotations, Exhibits A-D as listed above as "Contractor's Quotations" from Lonnie Cobb Ford, LLC***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicles with optional equipment listed and as set forth in the State of Tennessee Contract No. 209/75347 with Lonnie Cobb Ford, LLC, and Contractor's Quotations:
 - a. One (1) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with K9 Equipment and options as listed.
 - b. One (1) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with Equipment and options as listed.
 - c. Nine (9) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with Admin Package and options as listed.
 - d. Three (3) 2023 Ford Police Interceptor Utility AWD Base (K8A) with options as listed.
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract 209/75347 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 Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in Contractor's Quotations for a **total purchase price of \$728,042.00**. Vehicle pricing listed as:
 - i. One (1) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with K9 Equipment and options as listed for a price of \$66,490.00.
 - ii. One (1) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with Equipment and options as listed for a price of \$60,715.00.
 - iii. Nine (9) 2023 Ford F-150 4x4 SuperCrew Cab 5.5' Box 145" WB XL (W1E) Truck with Admin Package and options as listed for \$54,270.00 each, for a price of \$488,430.00.
 - iv. Three (3) 2023 Ford Police Interceptor Utility AWD Base (K8A) with options as listed for \$37,469.00 each, for a price of \$112,407.00.
- b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- c. Deliveries of all items for the Murfreesboro Police Department shall be made within 180 days of issuance of Purchase Order to Attn: Robert Holloway – Murfreesboro Police Department – 1004 N. Highland Avenue, Murfreesboro, TN 37130. Contact 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.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with

specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.

- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and the most beneficial manufacturer's warranty available to the City.
 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 Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
 - c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 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 Attn: City Manager Post Office Box 1139 111 West Vine Street Murfreesboro, TN 37133-1139	Lonnie Cobb Ford Stephen Blackstock, Fleet Manager 1618 Highway 45 North Henderson, TN 38340 Lcag.fleet@gmail.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 Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Contract, Sales Quotations, and State contract 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 Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
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 Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 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 agreement as of the Effective Date first listed above.

CITY OF MURFREESBORO

Lonnie Cobb Ford, LLC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By Steven Blackstock
Steven Blackstock, Fleet Manager

APPROVED AS TO FORM:

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

Exhibit A

SWC 209
Lonnie Cobb Ford Contract # 75347

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 11/03/2023





Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles



Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle

Code	Description	MSRP
W1E	Base Vehicle Price (W1E)	\$45,410.00
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	-\$750.00
998	Engine: 3.5L V6 EcoBoost <i>Includes auto start-stop technology.</i> <i>Includes:</i> - GVWR: 7,050 lbs Payload Package	\$2,735.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL3	Electronic Locking w/3.31 Axle Ratio	\$420.00
NNGV6	GVWR: 7,050 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	Included
86A	XL Chrome Appearance Package - Option Discount <i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers - Fog Lamps w/Black Bezels	\$895.00 -\$500.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
413	Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
PAINT	Monotone Paint Application	STD
595	Fog Lamps w/Black Bezels	Included
17C	Chrome Front & Rear Bumpers	Included
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50 State Emissions	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
slide	bed slide	\$1,495.00
tint	ceramic tint	\$895.00
topper	cab high painted topper with windows and fan	\$3,695.00
light pkg	admin light package	\$7,495.00

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Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Front ILS Rear ILS handheld siren (4) grill lights side runners LED's on b-pillar in rear side window strip under tailgate tail light flasher coax and antenna</i>	
k9	american aluminum full kennel with divider for 2 dogs, 2 water dishes, coolguard system with fans	\$9,995.00
SUBTOTAL		\$72,835.00
Destination Charge		\$1,995.00
TOTAL		\$74,830.00

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Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$45,410.00
Options	\$3,275.00
Colors	\$0.00
Upfitting	\$24,150.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$74,830.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$8,340.00
Total		\$66,490.00

 Customer Signature

 Acceptance Date

State contract base price	= \$39,360.00
option # 998 - 3.5L engine	+ \$2,735.00
credit for 3.73 rear axle	- \$570.00
add option # XL3 - 3.31 axle	+ \$420.00
add option # 86A - XL Chome pkg	+ \$395.00
add cab steps	+ \$575.00
add bedslide	+ \$1,495.00
add ceramic tint	+ \$895.00
topper	+ \$3,695.00
light pkg	+ \$7,495.00
K9 kennel	+ \$9,995.00
Total	= \$66,490.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Exhibit B

SWC 209
Lonnie Cobb Ford Contract # 75347

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 11/03/2023





Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles



Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle

Code	Description	MSRP
W1E	Base Vehicle Price (W1E)	\$45,410.00
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	-\$750.00
998	Engine: 3.5L V6 EcoBoost <i>Includes auto start-stop technology.</i> <i>Includes:</i> - GVWR: 7,050 lbs Payload Package	\$2,735.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL3	Electronic Locking w/3.31 Axle Ratio	\$420.00
NNGV6	GVWR: 7,050 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	Included
86A	XL Chrome Appearance Package - Option Discount <i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers - Fog Lamps w/Black Bezels	\$895.00 -\$500.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
413	Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
PAINT	Monotone Paint Application	STD
595	Fog Lamps w/Black Bezels	Included
17C	Chrome Front & Rear Bumpers	Included
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50 State Emissions	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
tint	tint	\$375.00
vault	american aluminum under seat gun vault	\$1,495.00
light pkg	admin light package <i>Front ILS Rear ILS handheld siren (4) grill lights side runners LED's on b-pillar in rear side window strip under tailgate tail light flasher coax and antenna</i>	\$7,495.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
decked	decked system	\$1,795.00
slide	bed slide	\$1,495.00
topper	cab high painted topper with windoors	\$4,250.00
inverter	power inverter <i>power inverter with (2) 110 outlets location to be determined by customer at time of order</i>	\$895.00
SUBTOTAL		\$67,060.00
Destination Charge		\$1,995.00
TOTAL		\$69,055.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$45,410.00
Options	\$3,275.00
Colors	\$0.00
Upfitting	\$18,375.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$69,055.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$8,340.00
Total		\$60,715.00

 Customer Signature

 Acceptance Date

State contract	= \$39,360.00
add option # 998 - 3.5L	+ \$2,735.00
credit for 3.73 axle	- \$570.00
add option # XL3 - 3.31 axle	+ \$420.00
add option # 86A - XL chrome pkg	+ \$395.00
add cab steps	+ \$575.00
add tint	+ \$375.00
add gun vault	+ \$1,495.00
add light package	+ \$7,495.00
add decked system	+ \$1,795.00
add bedslide	+ \$1,495.00
add topper	+ \$4,250.00
add power inverter	+ \$895.00
total	= \$60,715.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Exhibit C

SWC 209
Lonnie Cobb Ford Contract # 75347

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 11/03/2023





Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles



Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle

Code	Description	MSRP
W1E	Base Vehicle Price (W1E)	\$45,410.00
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	-\$750.00
998	Engine: 3.5L V6 EcoBoost <i>Includes auto start-stop technology.</i> <i>Includes:</i> - GVWR: 7,050 lbs Payload Package	\$2,735.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL3	Electronic Locking w/3.31 Axle Ratio	\$420.00
NNGV6	GVWR: 7,050 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	Included
86A	XL Chrome Appearance Package - Option Discount <i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers - Fog Lamps w/Black Bezels	\$895.00 -\$500.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/03/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
413	Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>	\$160.00
PAINT	Monotone Paint Application	STD
595	Fog Lamps w/Black Bezels	Included
17C	Chrome Front & Rear Bumpers	Included
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50 State Emissions	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
spray in bedlin	spray in bedliner	\$595.00
light pkg	admin light package <i>Front ILS Rear ILS handheld siren (4) grill lights side runners LED's on b-pillar in rear side window strip under tailgate tail light flasher coax and antenna</i>	\$7,495.00
tint	tint	\$375.00

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Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
vault	american aluminum under seat gun vault	\$1,495.00
bc2	hard folding bedcover	\$1,395.00
SUBTOTAL		\$60,615.00
Destination Charge		\$1,995.00
TOTAL		\$62,610.00

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Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$45,410.00
Options	\$3,275.00
Colors	\$0.00
Upfitting	\$11,930.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$62,610.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$8,340.00
Total		\$54,270.00

Customer Signature	Acceptance Date
State contract base price	= \$39,360.00
add option # 998 - 3.5L engine	+ \$2,735.00
credit for 3.73 rear axle	- \$570.00
add option # XL3 - 3.31 rear axle	+ \$420.00
add option # 86A - XL chrome pkg	+ \$395.00
add cab steps	+ \$575.00
add spray in bedliner	+ \$595.00
add light pkg	+ \$7,495.00
add tint	+ \$375.00
add gun vault	+ \$1,495.00
add bedcover	+ \$1,395.00
total	= \$54,270.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Exhibit D

SWC 209
Lonnie Cobb Ford Contract # 75347

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 11/08/2023





Prepared by: STEVEN BLACKSTOCK
11/08/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles



Prepared by: STEVEN BLACKSTOCK

11/08/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$47,165.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included

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Prepared by: STEVEN BLACKSTOCK

11/08/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
86T	Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).</i>	\$60.00
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
17A	Rear Auxiliary Air Conditioning	\$610.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
59W	4G LTE Wi-Fi Hotspot Credit	-\$20.00
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
YZ_01	Oxford White	N/C
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		\$45,970.00
Destination Charge		\$1,495.00
TOTAL		\$47,465.00

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Prepared by: STEVEN BLACKSTOCK

11/08/2023

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,165.00
Options	-\$1,195.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$47,465.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$9,996.00
Total		\$37,469.00

Customer Signature

Acceptance Date

state contract base price	= \$37,174.00
delete option # 76D - deflector plate	- \$335.00
delete option # 85R - rear mounting plate	- \$45.00
add option # 17A - rear air	+ \$610.00
add option # 43D - dark car	+ \$25.00
add option # 59W - hotspot credit	- \$20.00
add option # 86T - rear tail light cut out	+ \$60.00
total	= \$37,469.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

Item Title: Purchase of Police Vehicles from Columbia Dodge

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Purchase of 20 new marked police vehicles.

Staff Recommendation

Approve the purchase of 20 police vehicles from Columbia Dodge.

Background Information

The purchase of 20 new Dodge Chargers, 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, \$986,265, is included in the FY24 CIP, funded from General Fund.

Attachments

Contract with TT of Columbia, Inc.

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
TT OF COLUMBIA, INC.
FOR PURCHASE OF TWENTY (20) 2023 DODGE CHARGERS WITH JOTTO
EQUIPMENT INSTALLS**

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 **TT of COLUMBIA, INC.**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract 209/76189 with TT of Columbia, Inc.*
- *Price Quotation RKCDQ1281-01 dated October 31, 2023, from TT of Columbia, Inc. for a 2023 DODGE CHARGER WITH JOTTO EQUIPMENT INSTALL 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 209/76189 with TT of Columbia, Inc.*
- *Finally, the Contractor's Quotes dated October 31, 2023*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase Twenty (20) 2023 Dodge Chargers with Jotto Equipment Installs and options as listed as set forth in the Contractor's Quote dated October 31, 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, 2023. 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 Twenty (20) 2023 Dodge Chargers with Jotto Equipment Installs and options as listed as set forth in the Contractor's Quote dated October 31, 2023, reflecting an individual unit price of forty-nine thousand three hundred thirteen dollars and twenty-five cents (\$49,313.25) and a **Total Purchase Price of Nine Hundred Eight-Six Thousand, Two Hundred Sixty-Five Dollars and No Cents (\$986,265.00)**. 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.
- b. Deliveries of all items for the Police Department shall be made by June 30, 2024, to Attn: Robert Holloway– 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:

City of Murfreesboro
Attn: City Manager
Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:

TT of Columbia, Inc.
Attn: Craig Baton
106 S. James Campbell Boulevard
Columbia, TN 38401
Phone: (931) 548-0109
cbaton@cdjrcolumbia.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

TT OF COLUMBIA, INC.

DocuSigned by:
By: Craig Baton
Craig Baton, Fleet Manager

APPROVED AS TO FORM:

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



QUOTE

106 S. James Campbell Blvd.
Columbia, TN 38401

Number RKCDQ1281-01

Date Oct 31, 2023

Sold To

Murfreesboro PD
C. Williams

Ship To

Murfreesboro PD
C. Williams

Your Sales Rep

Russell Dial
Cell: (931) 215-8457
Fax: (615) 241-8283
rdial@cdjrcolumbia.com

Phone
Fax

Phone
Fax

Vehicle are on ground. Emergency Equipment and Lighting will have to be ordered.

MSRP \$45,400.00

Terms	P.O. Number	Ship Via
Net 30 Days	Required	Ground

Line	Qty	Description	Unit Price	Ext. Price
1		2023 Statewide Contract #209 - 76189		
2	1	LDDE48 - 2023 Charger Police RWD, base price including: 5.7L V8 Hemi Engine 8-Speed Automatic Transmission Monotone Paint Power windows, Locks, & Mirrors Back-up Camera Air Conditioning Vinyl Flooring 2 Key Fobs See Attached List for More Standard Features	\$35,273.00	\$35,273.00
3		Running SubTotal		\$35,273.00
4		Factory Selected Options:		
5	1	Exterior Color: White	\$0.00	\$0.00
6	1	HD Cloth Bucket Seats with Vinyl Rear	\$135.00	\$135.00
7	1	Fleet Safety Group, including: Exterior Mirrors w/Heating Element Blind SPOT,Pwr,Fold Pursuit Mirrors	\$395.00	\$395.00
8	1	Deactivate Rear Doors/Windows	\$85.00	\$85.00
9	1	Additional Non-Key Alike Fobs	\$170.00	\$170.00
10	1	Black Left Spot Light	\$235.00	\$235.00

Line	Qty	Description	Unit Price	Ext. Price
11	1	LED Spot Lamp	\$150.00	\$150.00
12		SubTotal		\$1,170.00
13		Running SubTotal		\$36,443.00
14	1	Fed Sig Light Bar PKG Valor 44" light bar (Blue,White, and Amber) Pf20017B pathfinder siren 100w speaker and bracket OBD Cable for siren	\$3,760.50	\$3,760.50
15	1	Setina Pre Lighted Push Bumper with 4 Fed Sig (Blue/White)	\$1,066.02	\$1,066.02
16	2	Fed Sig 12 Led Light (Blue/White) 1 in each side rear door windows	\$111.18	\$222.36
17	2	L Bracket for Door Lights	\$16.35	\$32.70
18	2	Fed Sig 3 Led Light (Blue) 1 on each side of Tag	\$134.07	\$268.14
19	1	Fed Sig Rumbler	\$425.10	\$425.10
20	2	Rumbler Bracket	\$50.14	\$100.28
21	2	Xtream Led Light (Blue,Amber, and White) mount in rear window	\$98.10	\$196.20
22	1	Jotto Console	\$356.43	\$356.43
23	1	Cupholder for Console	\$44.69	\$44.69
24	1	Motorola APX Face Plate for Console	\$0.00	\$0.00
25	1	Arm Rest for Console	\$53.41	\$53.41
26	1	Jotto Lap Top Mamba Mount	\$644.19	\$644.19
27	1	Jotto Partition	\$706.32	\$706.32
28	1	Jotto Lower Extension Panels for Cage	\$66.49	\$66.49
29	1	Jotto Gun Rack	\$463.25	\$463.25
30	1	Jotto Window Armor & Door Panels	\$370.60	\$370.60
31	1	Jotto Bio Floor Pan & Bio Seat	\$671.44	\$671.44
32	1	Setina Locking Trunk Equipment Tray	\$577.70	\$577.70
33	1	Jotto Tire Relocation Kit	\$51.23	\$51.23
34	1	Coax for Radio	\$41.42	\$41.42
35	1	UHF Salt Shaker Antenna for Radio	\$74.12	\$74.12
36	1	Kill Switch	\$0.00	\$0.00
37	1	Install Customer Radio	\$0.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
38	1	Jotto Single Gun Rack mounted on trunk tray	\$337.90	\$337.90
39	1	Parts Freight	\$163.50	\$163.50
40	1	Labor	\$2,168.01	\$2,168.01
41		SubTotal		\$12,862.00
42		Running SubTotal		\$49,305.00
43		Miscellaneous Items:		
44	1	Temporary Tag	\$8.25	\$8.25
45		Running SubTotal		\$49,313.25
			SubTotal	\$49,313.25
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$49,313.25

Please contact me if I can be of further assistance.

Stellantis will not offer price protection for any 2023MY Government orders.

No 2023MY Government order of any kind (law or non-law) will be released for production until an accompanying Purchase Order or acceptable form of Purchase agreement has been received and verified by Stellantis Government within 30 days of order submission, or the orders will be subject to cancellation.

COUNCIL COMMUNICATION
Meeting Date: 11/30/2023

Item Title: Purchase of Rehrig Roll Out Carts
Department: Solid Waste
Presented by: Russell Gossett, Director of Solid Waste

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 2,808 roll out carts from Rehrig Pacific Company.

Staff Recommendation

Approve the purchase of 2,808 roll out carts.

Background Information

Rehrig Pacifica Company has provided 96-gallon roll out carts to the City since 2017. These carts are consistent with a quality and reliability the citizens have learned to trust. The Solid Waste department is delivering an average of 131 new carts each month. Additionally, the department replaces on average 88 carts per month that are missing or beyond repair. The 2,808 roll out carts will supply the department until FY25 budget rollout. These carts are to be purchased under a competitive Omni contract, ensuring the best price for the quality of carts needed.

Council Priorities Served

Responsible Budgeting

The secured quote and subsequent upfront purchase of these carts in one transaction ensures that we have a secured price that will not be raised, as these will be received at multiple points in FY24.

Fiscal Impact

The expense, \$177,616, is budgeted in the Solid Waste department's FY24 operational budget.

Attachments

1. Rehrig quote
2. Executed agreement for 96-gallon EG roll out carts

Agreement for 95 Gallon EG Roll Out Carts

This Agreement is entered into and effective as of _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Rehrig Pacific Company**, a Corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This Contract;
- Rehrig Pacific Company Proposal #MU038A 05072018 dated October 18, 2023;
- Omnia Contract No. 00254, including all amendments; and,
- 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 Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, Rehrig Pacific Company Proposal #257037 SO dated 11/17/2020; and,
- Lastly, Omnia Contract No. 00254.

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase 2,808 each 95 Gallon EG Roll Out Carts from Rehrig Pacific Company in accordance with Omnia No. 00254 and Rehrig Pacific Company Proposal # MU038A 05072018 dated October 18, 2023. Furthermore, the City may utilize this Contract to procure additional carts from Contractor per Omnia Contract No. 00254 through the term of the contract.
2. **Term.** The term of this contract shall be from the effective date first listed above to the expiration of the OMNIA agreement on October 31, 2026. 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 Agreement. Termination under this subsection (d) is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in Rehrig Pacific Company Proposal # MU038A 05072018 dated October 18, 2023, price set at \$62.00 each for 2,808 roll-out carts and freight which reflects a **total purchase price of \$177,616.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
 - b. Payment Terms: Net 30 days after receipt of goods.
 - c. Deliveries of all items shall be made within 30 days of issuance of Purchase Order to City contact: Russell Gossett – Solid Waste Dept. 4765 Florence Rd., Murfreesboro TN 37130; email: rgossett@murfreesborotn.gov – phone: 615-893-3681. Contact person must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - d. Deliveries of all items shall be made Monday-Friday, 6:00AM-2:00PM. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - e. 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.
 - f. All deliveries made pursuant to the Agreement 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 purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **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.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City’s property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 1. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 2. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - i. Procure for the City the right to continue using the products or services.
 - ii. 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.
 - iii. 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.
 3. 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.

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

If to the City of Murfreesboro:

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

If to the Contractor:

Rehrig Pacific Company
Attn: Thomas Delfino
1000 Raco Court
Lawrenceville, GA 30046

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **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.
13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **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.

16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

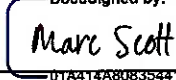
- 21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. **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.
- 24. **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.
- 25. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the "Effective Date" first listed above.

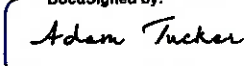
CITY OF MURFREESBORO, TENNESSEE

By: _____
Shane McFarland, Mayor

REHRIG PACIFIC COMPANY

By:  _____
Marc Scott, VP Environmental Sales

APPROVED AS TO FORM:

 _____
Adam F. Tucker, City Attorney



Locations:
 1000 Raco Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809


8875 Commerca Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: MU038A 05072018

October 18, 2023

Bill-to: City of Murfreesboro 4765 Florence Road Murfreesboro, TN 37129	Ship-to:
Billing Contact: Name: Joey Smith Phone: (615) 893-3681 E-mail: jsmith@murfreesborotn.gov	Shipping Contact: Same

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart - 315854 Body Color Requested: Black Lid Color Requested: Black Wheels / Casters: 10" Snap on with Intergrated Spacer Artwork: MU038 	2,808	\$62.00	\$ 174,096.00

Is Product Taxable? No Is Freight taxable? No Tax Rate: 0.00% Terms: Net 30 Days	Subtotal = \$174,096.00 Tax on Product = \$0.00 Truckload Freight Rate = \$3,520 Tax on Freight = \$0.00 Total = \$177,616.00
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ADDITIONAL INFORMATION:

Contract Options:	None
Ship From:	Lawrenceville, GA facility
Leadtime:	4 weeks or sooner
Warranty:	10 year unprorated warranty
Quote Valid:	30 Days
Taxes:	All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

PRESENTED BY: Elizabeth Stavrat Environmental Account Specialist Direct: (678) 799-7590 Email: customerservice@rehrig.com	ACCEPTED BY: Sign and Print Name _____ Date _____ Title: _____
---	---

To initiate order, please call or send signed proposal via fax or email to Presented By representative.

COUNCIL COMMUNICATION
Meeting Date: 11/30/2023

Item Title: Lytx Services subscription migration
Department: Solid Waste
Presented by: Russell Gossett, Director of Solid Waste

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 upgraded Lytx camera system for Solid Waste and Transportation.

Staff Recommendation

Approve to purchase the upgraded Lytx camera system and enter a 5-year lease program.

Background Information

Lytx has provided the City with in-cab and street view protection in the Solid Waste and Transportation departments since 2018. The in-truck hardware has become outdated and obsolete. Lytx has developed a new line of hardware and software to better serve their customers. The upgrades include real time recording and on demand playback, AI technology to capture in cab issues and proactively address safety concerns, and the ability to provide audible in-cab alerts. These upgrades will assist the departments in capturing positive and negative driving habits to help prevent future accidents.

Council Priorities Served

Maintain public safety

This upgrade will help staff monitor driving habits to help ensure driver and customer safety.

Fiscal Impact

The contract totals \$144,303 over 5 years. This shared expense is \$19,272 annually for the Solid Waste Department and \$9,588 for the Transportation Department. These annual expenses will be paid in their respected departments operational budget, beginning in FY24. Transportation Department receives Federal funds to help offset their expense. These funds cover 50% of the transportation departments operational expense, \$4,794.

Attachments

1. Rehrig quote

2. Executed agreement for 96-gallon EG roll out carts

Agreement for Subscription Migration

This Agreement for Services and Hardware is entered into and effective as of _____ 2023, by and between the City of Murfreesboro, a municipal corporation of the State of Tennessee (the "City"), and Lytx, Inc., a corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents (collectively, the "Agreement"):

- This document
- Lytx, Inc's Sourcewell Contract No. 020221-DCI (all relevant documents)
- Contractor's Quote #Q-86547 dated October 25, 2023
- Any Contractor Quotes properly executed by City
- 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 Agreement (most recent amendment or change order given first priority)
- Second, this document
- Third, Lytx, Inc's Sourcewell Contract No. 020221-DCI (all relevant documents)
- Lastly, Contractor's Quote #Q-86547 dated October 25, 2023

- 1. Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment and services set forth on Contractor's Quote #Q-86547 dated August 24, 2023, for the Solid Waste Department from Lytx, Inc's Sourcewell Contract No. 020221-DCI in accordance with Contractor's Proposal. Subscription Services will begin July 1, 2024.
- 2. Term.** This term of this Contract shall be from the Effective Date first listed above through June 30, 2029, as listed in Contractor's Quote #Q-86547 which incorporates pricing from Sourcewell Contract No. 020221-DCI.

Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior written notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price.**

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Sourcewell Contract Number 020221-DC1 and Quote #Q-86547 dated October 25, 2023, which reflects Migration Subscriptions at a cost of \$1,470.50, Unreturned Event Recorder Fee of \$550.00, and Subscription Services at a cost of \$28,200.00 annually for 50 units. The units will be divided between the Transportation and Solid Waste Departments. The Transportation Department will utilize 17 units at a cost of \$9,588.00 annually for 5 years. The Solid Waste Department will utilize 33 units at a cost of \$19,272.00 annually for 5 years. **The total cost to the City for all products and services in Contractor's Quote is \$143,020.50.** Subscription Services to begin on July 1, 2024. All sales are subject to the terms and conditions of this Agreement. The parties expressly agree that any reference in a Contractor quote to the "Sourcewell Contract Number 020221-DC1" shall be deemed to mean the Agreement.
- b. Deliveries of all items set forth on Contractor's Quote #Q-86547 dated October 25, 2023, for the Solid Waste Department shall be made at 4765 Florence Road, Murfreesboro, TN 37129. Contact Person for Murfreesboro Solid Waste Department Russell Gossett (tel. 615-893-3681; email. rgossett@murfreesborotn.gov). Deliveries shall be made during the normal working hours of the Solid Waste Department, from 6:00 a.m. to 2:00 p.m. Monday-Friday.
- c. Deliveries of all items shall be made as stated in the Contractor's Quotes referenced above. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. To the extent the City has not notified Contractor of any discrepancy with the shipment delivered within fifteen (15) days after delivery, such items shall be deemed accepted. 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 Lytx, Inc's Sourcewell Contract No. 020221-DC1.
- e. All deliveries made pursuant to the Agreement 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.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the Lytx, Inc's Sourcewell Contract No. 020221-DC1.

5. **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.

6. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the grossly negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors,

to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

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

If to the City of Murfreesboro:

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

If to the Contractor:

Lytx, Inc.
9785 Towne Centre Drive
San Diego, CA 92121
Attn: General Counsel
notices@lytx.com

- 8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 10. **Modification.** This Agreement 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 Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 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 Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

- 21. **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.
- 22. **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.
- 23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

CITY OF MURFREESBORO, TENNESSEE LYTX, INC.

By: _____
Shane McFarland, Mayor

By: _____
Shelley Bennett, SVP, General Counsel

Commented [MS1]: Confirm.

APPROVED AS TO FORM:

Adam F. Tucker, City Attorney



QUOTE

Lytx, Inc.
 9785 Towne Centre Drive
 San Diego, CA 92121
 Tel: 858.430.4000
 Fax: 858.380.3133
 orders@lytx.com

Quote # Q-86547
 Date October 25, 2023
 Valid Until August 31, 2023
 Account Executive Matt Swansey
 Preparer Shelby Tarlton
 Phone 858-380-3559

Client Name: City of Murfreesboro TN

Bill To Accounts Payable 111 WEST VINE STREET MURFREESBORO, TN 37133	Ship To Accounts Payable 111 WEST VINE STREET MURFREESBORO, TN 37133	Contact Russell Gossett 615-580-4545 rgossett@murfreesborotn.gov
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SUBSCRIPTION MIGRATION TERMS

As of the Migration Date, all of Client's Lytx subscriptions existing on the Quote Date listed above are hereby terminated and replaced with the Migration Subscriptions listed below.

MIGRATION SUBSCRIPTIONS			
Billed based on committed quantity			
Item	Qty	Price per Billing Period - Starting Migration Date	Total Price per Billing Period
Driver Safety Program, Purchase (Legacy)	50	\$29.41	\$1,470.50
TOTAL USD			1,470.50

UPGRADE TERMS

Some or all of the legacy Migration Subscriptions listed above will be upgraded and replaced with the subscription Services (each, an "Upgrade Subscription") set forth below.

SUBSCRIPTION SERVICES					
Billed based on committed quantity					
Item	Qty	Subscription Start Date (SSD)	Term Months from SSD	Sales Price	Total Price per Billing Period
Driver Safety Program, SF200 Alliance Plus - Bill Annually	50	July 1, 2024	60	\$564.00	\$28,200.00
TOTAL USD					0.00

EVENT RECORDER		
Model supplied with Lytx Alliance and Alliance Plus subscriptions		
Item	Part#	Unreturned Event Recorder Fee
Event Recorder SF400 w/256 GB LTE NA (Alliance/Alliance/Alliance Plus)	ER-SF400-K0-101U	\$550

INSTALLATION, SETUP & TRAINING SERVICES

One-time Cost

Item	Part#	Qty	Sales Price	Total
Installation -- Included Installation Charge	SRV-INS-0000	50	\$0.00	\$0.00
			TOTAL USD	0.00

All sales as a result of this quotation are subject to the terms and conditions of Sourcewell Contract Number 020221-DCI, including the Lytx end user terms incorporated therein, each as amended, updated, renewed or otherwise modified from time to time; the additional terms in Addendum A attached hereto; and any other written agreement between Client and Lytx entered into in connection therewith; each of which are incorporated herein by reference (the "Agreement") and all orders are subject to acceptance by Lytx.

By signing below, Client's authorized representative agrees to purchase the Products and Services described in this Quote, which becomes a binding part of the above-referenced Agreement upon acceptance by Lytx:

PRINTED NAME

SIGNATURE

PO# (Optional)

TITLE

DATE

PO Amount (Optional)

Credit Card Information (Optional) We will call the name and number below for card information. All payments are processed upon shipment.

CONTACT NAME

CONTACT PHONE

CONTACT EMAIL

**ADDENDUM A
ADDITIONAL QUOTE TERMS**

Governing Terms: All sales as a result of this quotation are subject to the terms and conditions of Sourcewell Contract Number 020221-DCI, including the Lytx end user terms incorporated therein, each as amended, updated, renewed or otherwise modified from time to time, any other written agreement between Client and Lytx entered into in connection therewith, and the additional terms below.

Definitions: Unless otherwise defined herein, capitalized terms used in this Quote have the same meaning as set forth in the Agreement. Event Recorder has the same meaning as VER. Each of Risk Detection Service, Driver Safety Program and Fleet Tracking Service subscriptions are considered Managed Services under the Agreement. "Migration Date" means the first day of the month after the date Client signs and Lytx accepts the Quote.

Migration Subscriptions: Migration Subscriptions are Client's Lytx subscriptions utilizing a DriveCam® VER that are migrating to Lytx's new product platform. If the number of Migration Subscriptions is less than the number of Client's Lytx subscriptions existing immediately prior to the Migration Date, such excess subscriptions shall be deemed terminated as of the Migration Date and Client agrees to pay the amount of any applicable early termination fee specified in this Quote. A Migration Subscription commences and becomes billable at the specified price on the Migration Date and continues until replaced by an Upgrade Subscription, or, if the Migration Subscription is not upgraded hereunder, it shall continue for a Subscription Term that matches the length of the Subscription Term for the Upgrade Subscriptions purchased in this Quote.

Upgrade Subscriptions: In connection with the upgrade of a legacy Migration Subscription to an Upgrade Subscription, the applicable Migration Subscription price changes to the Upgrade Subscription Sales Price on the SSD, whether or not the upgrade of associated Event Recorders has been completed. Any VERs provided hereunder are for use with an Upgrade Subscription only. After the applicable SSD, Lytx has the right to terminate Services for any VER associated with a legacy Migration Subscription replaced by an Upgrade Subscription. Lytx also reserves the right to audit the number of Client's Event Recorders using subscription Services, and to the extent such amount exceeds the purchased quantity, Client agrees to pay Lytx for such excess at the applicable rate for such Service. All Upgrade Subscriptions shall have a Subscription Term that continues through the Term Months specified, as measured from the SSD.

Support Services: Standard support services are provided unless Client has purchased Premium Support services. Premium Support services become billable on the earlier of the first Deployment Date or SSD, as applicable. Premium Support and Asset Tracking Service auto-renew based on the terms of the Agreement that apply to Managed Services.

Termination: Except as otherwise specified above, any termination shall be effective on the last day of the billing period in which a written termination notice is received by Lytx or such later date specified in the notice. If the cellular network utilized by the Products is no longer available due to retirement or other termination, Lytx reserves the right to terminate the impacted Services, or provide reasonable substitutions to continue Services, without penalty.

Installation Services: Any Lytx installation services provided hereunder shall be subject to a mutually agreed installation schedule. Client shall be responsible for ensuring availability of vehicles and Event Recorders (subject to supply by Lytx) and access to installation site on agreed installation date. No refunds shall apply for Lytx's failure to complete an installation due to vehicle or Event Recorder unavailability (unless caused by Lytx) or lack of access to installation site on agreed installation date. Additional fees may apply for return site visits due to such factors.

Notice: To the extent not exempt, this contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

No Items.

COUNCIL COMMUNICATION

Meeting Date: 11/30/2023

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
Mahdav Market, LLC	Beavers Mart	1304 NW Broad St	Off-Premises	Grocery/Market	Ownership Change
Premiere 6 Theatre	Box Office Brews	810 NW Broad St Ste. 200	On-Premises	Movie Theatre	New Location
TN Craft Butcher, LLC	TN Craft Butcher	3921 Franklin Rd	Combined	Grocery/Market	New Location
Wako Japanese Cuisine	Wako Japanese Cuisine	740 NW Broad St	On-Premises	Restaurant	Ownership Change

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:

Name of Business Entity/Sole Proprietor	Mahdav Market, LLC
Name of Business	Beavers Mart
Business Location	1304 NW Broad St
Type of Business	Grocery/Market
Type of Permit Applied For	Off-premises

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Permit Type Change	_____
Corporation	_____
Partnership	_____
LLC	_____ X _____
Sole Proprietor	_____

5% or more Ownership

Name	Ujjaval Patel
Age	24
Residency City/State	Smyrna, TN
Race/Sex	Asian/M
Background Check Findings	
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:

Name of Business Entity/Sole Proprietor	Premiere 6 Theatre
Name of Business	Box Office Brews
Business Location	810 NW Broad St Ste #200
Type of Business	Movie Theatre
Type of Permit Applied For	On-premises

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> </u>
Partnership	<u> </u>
LLC	<u> X </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Dave Gober
Age	53
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
Background Check Findings	
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:

Name of Business Entity/Sole Proprietor	TN Craft Butcher, LLC
Name of Business	TN Craft Butcher
Business Location	3921 Franklin Rd
Type of Business	Grocery/Market
Type of Permit Applied For	Combined

Type of Application:

New Location	<u> X </u>
Ownership Change	<u> </u>
Name Change	<u> </u>
Permit Type Change	<u> </u>
Corporation	<u> </u>
Partnership	<u> </u>
LLC	<u> X </u>
Sole Proprietor	<u> </u>

5% or more Ownership

Name	Andrew Holmes
Age	45
Residency City/State	Murfreesboro, TN
Race/Sex	White/M
Background Check Findings	
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:

Name of Business Entity/Sole Proprietor	Wako Japanese Cuisine
Name of Business	Wako Japanese Cuisine
Business Location	740 NW Broad St
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	_____
Ownership Change	_____ X _____
Name Change	_____
Permit Type Change	_____
Corporation	_____ X _____
Partnership	_____
LLC	_____
Sole Proprietor	_____

5% or more Ownership

Name	Jincan Lin
Age	30
Residency City/State	Pensacola, FL
Race/Sex	Asian/M
Background Check Findings	
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.

No Items.

