

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
February 22, 2024

PRAYER

PLEDGE OF ALLEGIANCE

Public Comment on Actionable Agenda Items

New Business

Land Use Matters

1. Rezoning property along Medical Center Parkway (Planning)
 - a. Public Hearing: Rezone 31.3 acres
 - b. First Reading: Ordinance 24-OZ-02

On Motion

2. Bleacher Renovations (Facilities)
3. Bulk Purchase of Petroleum Products Contract Renewal (Fleet)
4. Murfreesboro Transit Center Contingency Allowance Allocation (Project Development)
5. LeeBoy Grader Purchase (Street)
6. Contract with GenFare, LLC (Transportation)
7. Customer Information System Annual Support Contract (Water Resources)

Board & Commission Appointments

8. Public Building Authority (Administration)

Licensing

9. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 02/22/2024

Item Title: Rezoning property along Medical Center Parkway
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezone approximately 31.3 acres located along Medical Center Parkway, Tune Avenue, and Williams Drive.

Staff Recommendation

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

Background Information

Hearthstone Properties presented a zoning application [2023-421] for approximately 31.3 acres located along Medical Center Parkway, Tune Avenue, and Williams Drive to be rezoned from MU (Mixed Use District), GDO-3 (Gateway Design Overlay District 3), and PSO (Planned Sign Overlay District) to PUD (Planned Unit District), GDO-3, and PSO. During its regular meeting on January 10, 2024, 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 entitle the continued expansion of an existing successful mixed-use development, which will create employment opportunities for the community and generate tax revenue for the City.

Establish Strong City Brand

This rezoning will enable investment and development in the City's Gateway area, which will strengthen the identity of the Gateway as a destination in Middle Tennessee to live, work, shop, and play.

Attachments:

1. Ordinance 24-OZ-02
2. Maps of the area
3. Planning Commission staff comments from 01/10/2024 meeting

4. Planning Commission minutes from 01/10/2024 meeting
5. The Fountains Murfreesboro PUD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 10, 2024**

PRINCIPAL PLANNER: MARGARET ANN GREEN

- 5.b. Zoning application [2023-421] for approximately 31.3 acres located along Medical Center Parkway, Williams Drive and Tune Avenue to be rezoned from MU, GDO-3 and PSO to PUD (Fountains at Gateway), GDO-3 and PSO, Hearthstone Properties applicant.**

Introduction

The subject property is located along the north side of Medical Center Parkway, west of Tune Avenue and east of Carl Adams Drive and Williams Drive. The property is bounded by Medical Center Parkway to the south and the CSX railroad to the north, adjacent to the Gateway Island Pond. The properties consist of four parcels (Tax Map 091 Parcels 002.00, 002.03, 002.04, 002.05) currently owned by Hearthstone Properties and the City of Murfreesboro. Parcel 2.03 is developed with the Fountains at the Gateway Phase 1 commercial and office development. The remaining properties are undeveloped and are either owned by Hearthstone Properties or have contractual interest with Hearthstone. The properties consist of 31.3 acres and are zoned MU (Mixed Use District), GDO-3 (Gateway Design Overlay District) and PSO (Planned Signage Overlay). The application is to rezone the properties to PUD (Planned Unit District) and to remain within the GDO-3 and PSO Districts. The subject properties, the parcels to the east are a part of the Waterstone Office and Parkway Office commercial subdivisions. The properties to the east are a part of the Stones River residential subdivision. The proposed Sunset on the Stones venue is to the south, across Medical Center Parkway.

Background

In 2015, a master plan was approved with a mixture of restaurant, retail and office uses on a large commercial tract surrounded by the Murfreesboro Greenway system. Because the land was owned by the City of Murfreesboro, the City Council approved the sale of the land with conditions placed upon it regarding the creation of jobs. The City Council transferred more property to the applicant in 2022 with the potential for additional land.

In 2013, the Planning Department created a MU district and initiated a study to rezone properties to the newly created MU district. A few years after the creation of the MU district, the Murfreesboro City Council became aware that MU zoned properties were becoming consumed by multi-family uses. City Council asked staff to draft a Zoning Ordinance amendment that protected the mixed-use vision for this area and required properties to develop with primarily commercial, office and institutional uses. The current MU zone would permit 782 multi-family dwelling units.

FOUNTAINS AT GATEWAY PUD:

Overview

The rezoning application consists of two parts in three phases. The first part is the existing Fountains development, and the second part is for future development. This rezoning request will allow the development to continue the existing development pattern while giving flexibility and relief to proposed property lines with noted exceptions. It may also allow the reduction of parking with a shared parking agreement. Future property lines should maintain a minimum distance of 10-feet from structures. If not, the walls closest to the property lines will be required to be fire rated.

PUD (residential): The PUD proposes a maximum of 316 multi-family dwelling units. According to the applicant, condos will be sold to end users with a stipulation that any units needing to be rented for a period of time must be managed by Fountains and that there be minimum one-year rental periods, thus prohibiting any STR or AirBNB usage. Apartments will be owned and managed by Fountains.

Fountains PUD	Phase 2	Phase 3	Total #
studios	33	0	33
1-bedroom	56	61	117
2-bedroom	43	89	132
3-bedroom	31	3	34
	163	153	316

PUD (commercial): The zoning change also includes commercial development consisting of proposed office, retail, restaurant, and hotel space. Phase 2 is well developed, however phase 3 is still malleable and may require a PUD amendment in the future as development progresses.

Fountains PUD	Phase 1	Phase 2A	Phase 2B	Phase 2C	Phase 3
Office sq.ft.	87,000	57,460	-	23,517	
Retail sq.ft.	22,800	7,653	18,860	4,780	
Restaurant sq.ft.	13,000	3,400	8,200	-	
Hotel sq.ft.	-	-	72,940	-	
	122,800	68,513	100,000	28,297	232,800

Transportation, Circulation and Access:

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

Purposes of Planned Develop District:

According to the Zoning Ordinance, the purposes of planned development district

regulations are as follows:

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

Exceptions

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

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

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

The PUD book identify four exceptions on page 13 of the program book. They are as follows:

1. Requesting exception to the Multi-family residential height requirement of 75' to allow for 150' consistent with Office & Hotel uses in GDO-3.
2. Exception to allow for zero setbacks between internal phase lines and between buildings within phases.
3. Exception to allow for reduced landscape areas between buildings & parking.
4. Exception to allow for reduced landscape yard between internal lot lines.
5. Exception to allow for ability to reduce parking requirements based on future parking study. This would be subject to the review and approval of the Planning Commission.
6. An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events.

Future Land Use Map



Employment-Generating Mixed-Use (EG)

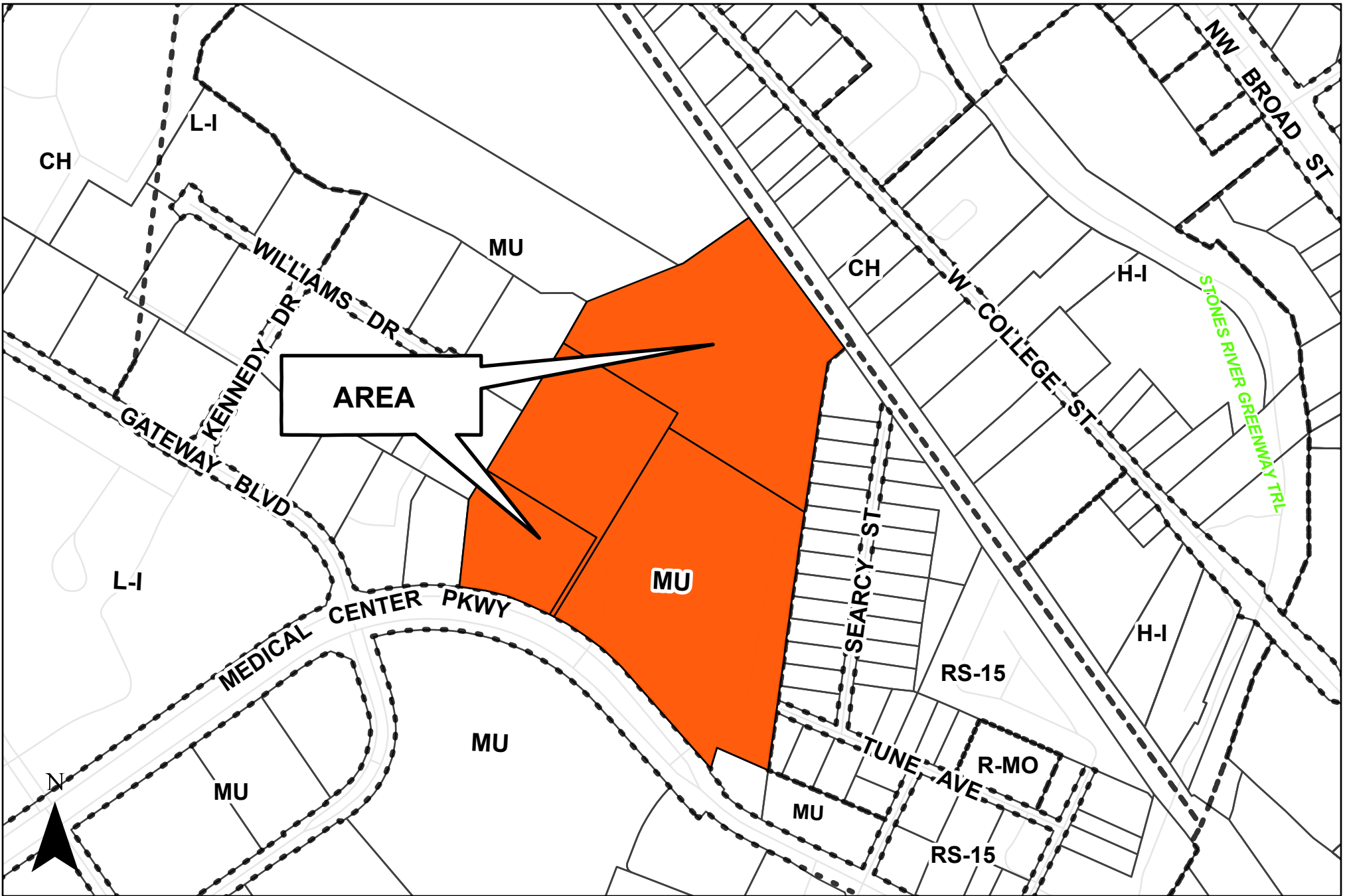
The Future Land Use Map amendment recommends Employment-Generating Mixed-Use land use characteristics. The overall purpose of the Employment-Generating Mixed-Use land use (EG) is to allow and encourage flexibility and creativity in the design and development of comprehensively planned, higher-density, high amenity mixed-use centers with a priority to create and foster employment generating uses. The proposed master plan for the Fountains is consistent with the Future Long Range Land Use Map and its associated objectives, particularly as an Employment-Generating area.

Recommendation:

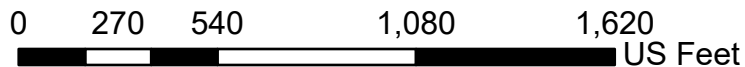
Staff requests the Planning Commission to consider the following items in its review of this request:

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

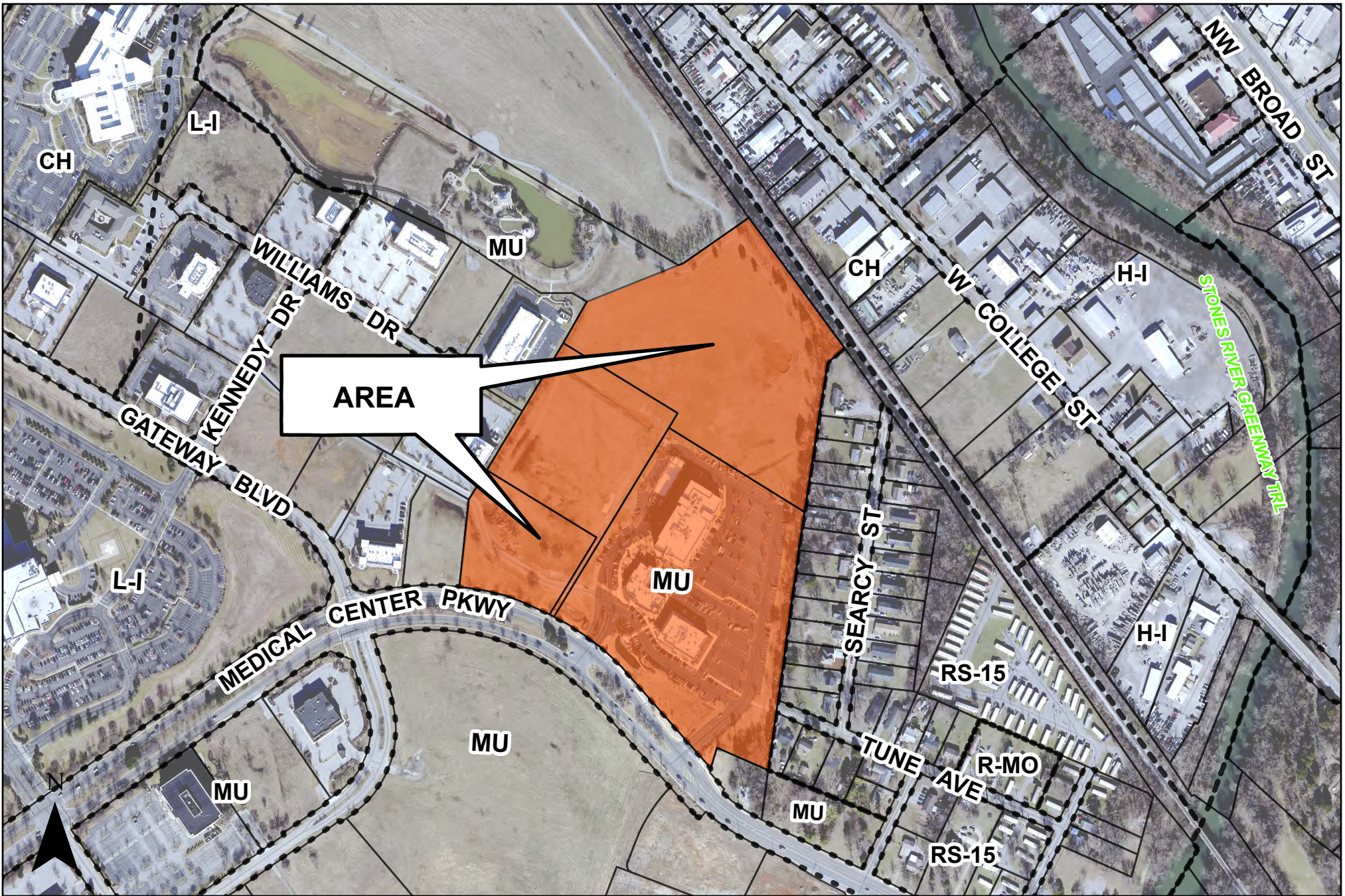
The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. A copy of the PUD program book is included with the agenda materials. The Planning Commission will need to conduct a public hearing and then discuss the matter, after which it will need to formulate a recommendation for the City Council.



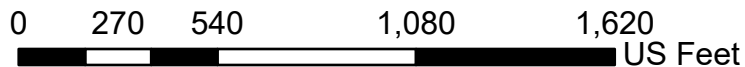
Rezoning request for property along Medical Center Parkway
 MU & GDO-3 to PUD (The Fountains PUD) & GDO-3



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



Rezoning request for property along Medical Center Parkway
 MU & GDO-3 to PUD (The Fountains PUD) & GDO-3



Planning Department
 City of Murfreesboro
 111 West 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

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: Matt Hamilton

Address: 1500 Medical Center Pkwy, Suite 2J City/State/Zip: Murfreesboro, TN 37129

Phone: (615)546-6050 E-mail address: mhamilton@gmail.com

PROPERTY OWNER: Scott Graby, Hearthstone Properties

Street Address or property description: 1500 Medical Center Pkwy

and/or Tax map #: 91 Group: _____ Parcel (s): 002.00, 002.03, 002.04, 002.05

Existing zoning classification: MU

Proposed zoning classification: PUD Acreage: +31.28 ac

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

E-mail: _____

APPLICANT'S SIGNATURE (required): _____

DATE: 11.08.2023

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

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

Amount paid: _____ Receipt #: _____

Summary of Changes for PUD Book

761 Old Hickory Blvd, Ste 301
Brentwood, TN 37027

Project: 14014 | FOUNTAINS AT GATEWAY – PUD
Date: 02.13.24

615.258.5562

RE: Fountains at Gateway – PUD Book Revisions

The purpose of this summary is to provide a synopsis of revisions to the PUD book for Fountains @ Gateway. Most revisions are clerical in nature and/or address ongoing design revisions per the Owner's request.

GENERAL NOTES

1. Minor graphic changes that don't affect the design intent or square footages have been made.

CONTENT UPDATES

2. PAGE 9
 - a. Revised Building 2B & 2C square footage to coordinate sf with the massing study.
 - b. PAGE 17
 - i. In Phase 2A, we opted to remove the sidewalk connection atop the parking garage due to construction limitations and cost constraints.
 - ii. Alternatively, we've incorporated a sidewalk along the eastern edge, just north of Williams Drive, providing continued pedestrian access.
3. PAGE 24
 - a. Edited basement cut groundline to show basement under Building 2B.
4. PAGE 25
 - a. Edited basement cut groundline to show basement under Building 2B.
5. PAGE 27
 - a. Edited basement cut groundline to show basement under Building 2A.
6. PAGE 28
 - a. Revised Building 2B First Floor Retail square footage to reflect square footage per massing. Original document showed a typo here.
 - b. Revised Building 2C Fifth-Eleventh Floors Multifamily square footage to coordinate with the massing square footage.
 - c. Revised Building 2A Basement massing show current design for the basement.
7. PAGE 29
 - a. Revised Garage square footage to reflect current design.
 - b. Revised Building 2A Basement massing to reflect current updated design.
8. PAGE 30
 - a. Revised Building 2A square footage to reflect the following:
 - i. Level 00 to reflect current design.
 - ii. Total Building Area to reflect updated basement square footage.
 - iii. Building Area Breakdown to reflect current basement design.
 - b. Provided clarifying note communicating the design intent is to coordinate with existing campus aesthetic and is subject to change pending the City's approval. This was discussed with the City
 - c. Revised Building 2C square footage to reflect the following:
 - i. Levels 05-11 Multifamily square footage per massing.
 - ii. Levels 05-11 Stairs/Circulation to reflect square footage per massing.
 - iii. Total Building Area to reflect square footage per massing.
 - iv. Building Area Breakdown Multifamily to reflect square footage per massing.
 - v. Building Area Breakdown Stairs/Circulation to reflect square footage per massing.

9-12. PAGE 32, 33, 34 & 35

- a. Revised note about composite wood below soffits @ canopies. Balcony soffits are removed in the current design per Owner's request.

THE FOUNTAINS

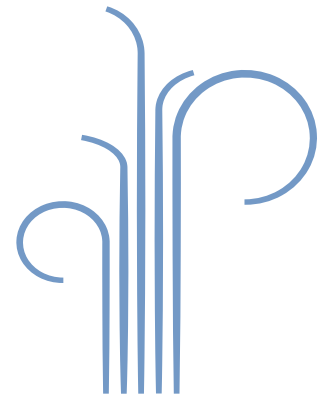
MURFREESBORO

A Planned Unit Development / Master Plan

Planning Commission Application - November 8, 2023

Approved at the January 10th, 2024 Planning Commission

Resubmitted February 15th, 2024 for February 22nd, 2024 City Council Public Hearing



FOUNTAINS AT GATEWAY

APPLICANT

Hearthstone Properties
Scott Graby
4925 Veterans Parkway
Murfreesboro, TN 37128
(615) 890-4651



Paradym.
STUDIO

RaganSmith

PLANNING

RaganSmith
Kevin Guenther
1500 Medical Center Parkway, Suite 2J
Murfreesboro, TN 37130
(615) 546-6050



ENGINEERING

SWS Engineering
504 Autumn Springs Court, Suite A-6
Franklin TN 37067
(615) 716-0683

ARCHITECT

Paradym Studio
Tyler Thayer
761 Old Hickory Boulevard, Suite 301
Brentwood, TN 37027
(615) 258-5562



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- Existing Site Conditions
- Natural Resources
- Existing Utilities
- Existing Zoning
- Existing Future Land Use

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THE MASTER PLAN

- Master Plan
- Master Plan Site Data
- Land Use Table
- Land Use Parameters & Requested Exceptions
- Phasing Plan
- Community Management & Operations
- Vehicular Transportation Network
- Pedestrian Circulation Plan

d

ARCHITECTURE

- Phase 1 Building 1A (Mixed-Use)
- Phase 1 Amenities
- Phase 1 Building 1B (Retail)
- Phase 1 Building 1C (Medical Office)
- Phase 2 Massing Study
- Phase 2 Building 2A
- Materials Across Campus
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- Phase 3 Buildings 3B (Mixed-Use Office)
- Phase 3 Buildings 3E (Signature Restaurant)
- Phases 2 & 3 Pocket Parks
- Planned Development Regulations



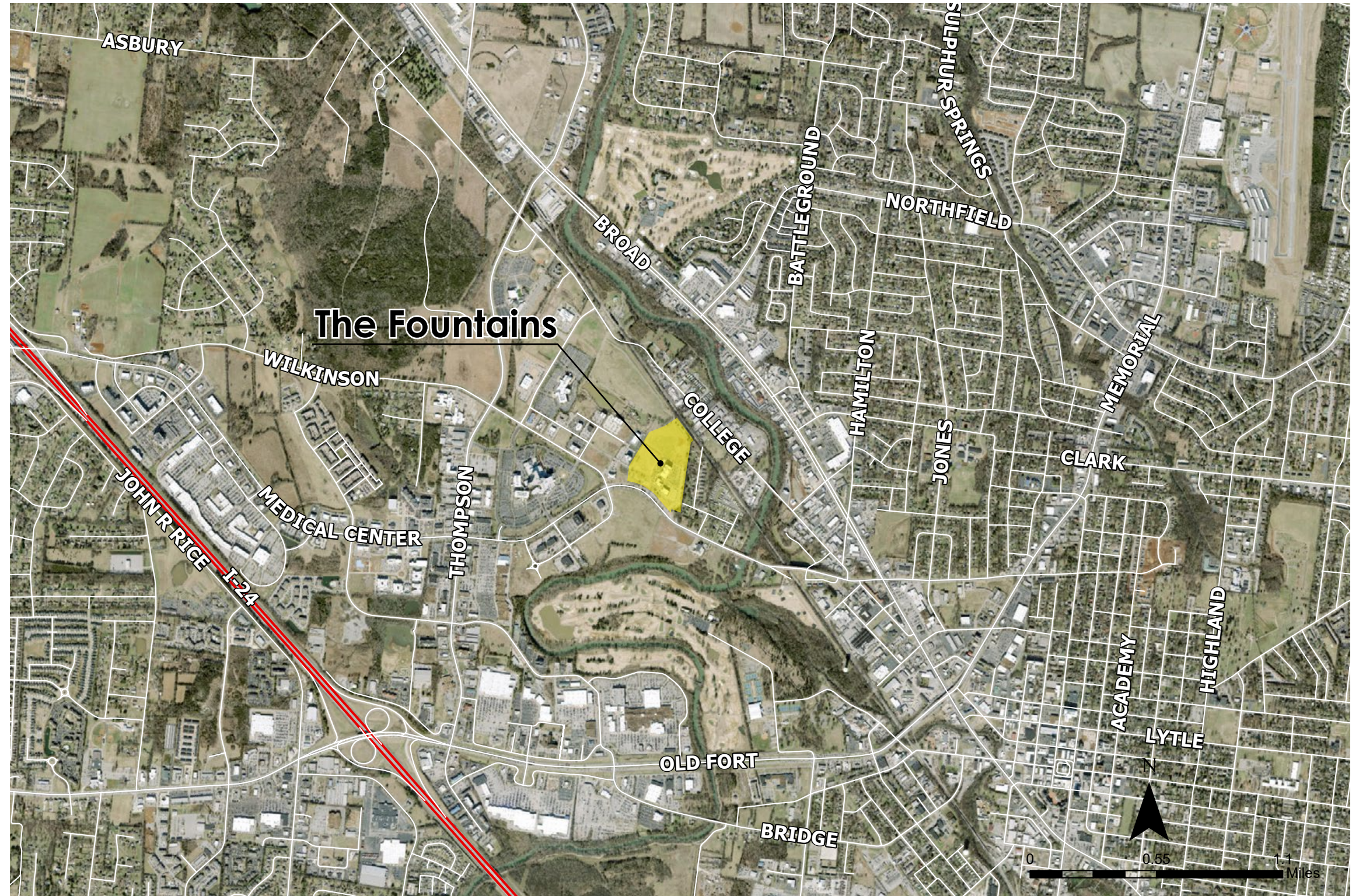
Hearthstone Properties, in collaboration with Ragan Smith, Paradym Studio, and SWS Engineering, shares a collective vision of creating a vibrant community that leaves a lasting impression on both visitors and residents. This vision places a strong emphasis on exciting architecture, pocket parks and green spaces, as well as a deep sense of belonging fostered through social programs that weave the fabric of a close-knit community. The Fountains project is poised to bring this vision to life.

Sitting on approximately 32 acres, The Fountains stands as a distinctive property within the Gateway District, unlike any other. It represents a significant development opportunity, occupying a prime position along the north side of Medical Center Parkway. The meticulously crafted master plan has been designed to seamlessly integrate with and respect the existing land uses and transportation networks that surround it.

The creation of an overarching Master Plan for these parcels allows for the thoughtful consideration of a diverse mix of uses that complement one another, as well as harmonize with the broader surrounding land uses.

Central to the Master Plan is a focus on pedestrian-friendly circulation, with pocket parks and atriums enhancing connectivity and promoting a walkable lifestyle. The overarching goal of The Fountains is to enrich the lives of Murfreesboro's residents and visitors by offering a high-quality living, shopping, working, and leisure experience, all conveniently accessible in one walkable location. With these exceptional attributes, the project is poised to attract a wide spectrum of residents, business owners, office occupants, and apartment tenants, including young urban professionals, couples embarking on family life, and mature couples alike.

The Fountains is situated within the Gateway Design Overlay-3, adjacent to the Medical Center Parkway and in close proximity to Gateway Island Park. The Fountains is surrounded by a diverse and dynamic blend of existing land uses, including the presence of St. Thomas Rutherford Hospital and medical facilities to the west, with single-family residences to the east.





The Fountains site is situated along Medical Center Parkway and Phase 1 is currently owned by Scott Graby and the Hearthstone Group LLC. Their address is 4925 Veterans Parkway, Murfreesboro, TN 37128. The City of Murfreesboro currently owns the parcels for Phases 2 & 3, with Hearthstone having contractual interest. The existing Fountains Phase 1 property spans approximately 12.7 acres, and an additional 18.6 acres will be incorporated in phases 2 and 3, expanding the overall site to approximately 31.3 acres. Phases 2 and 3 primarily consist of flat, undeveloped land. This location is conveniently located about 2.8 miles from the I-24 interchange and 2.1 miles from Downtown Murfreesboro. The Fountains site is adjacent to Gateway Island Park and connects to the existing greenway.

THE FOUNTAINS

Flood zone information taken from FIRM maps as provided by FEMA.

FIRM Panel: 47149C0260J Effective Date: 5/9/2023





Water (City of Murfreesboro Water Resources Department)
 City of Murfreesboro Water Resources Department (MWRD) maintains the water lines for this area of the city. MWRD has an existing 12-inch water main along Medical Center Boulevard.

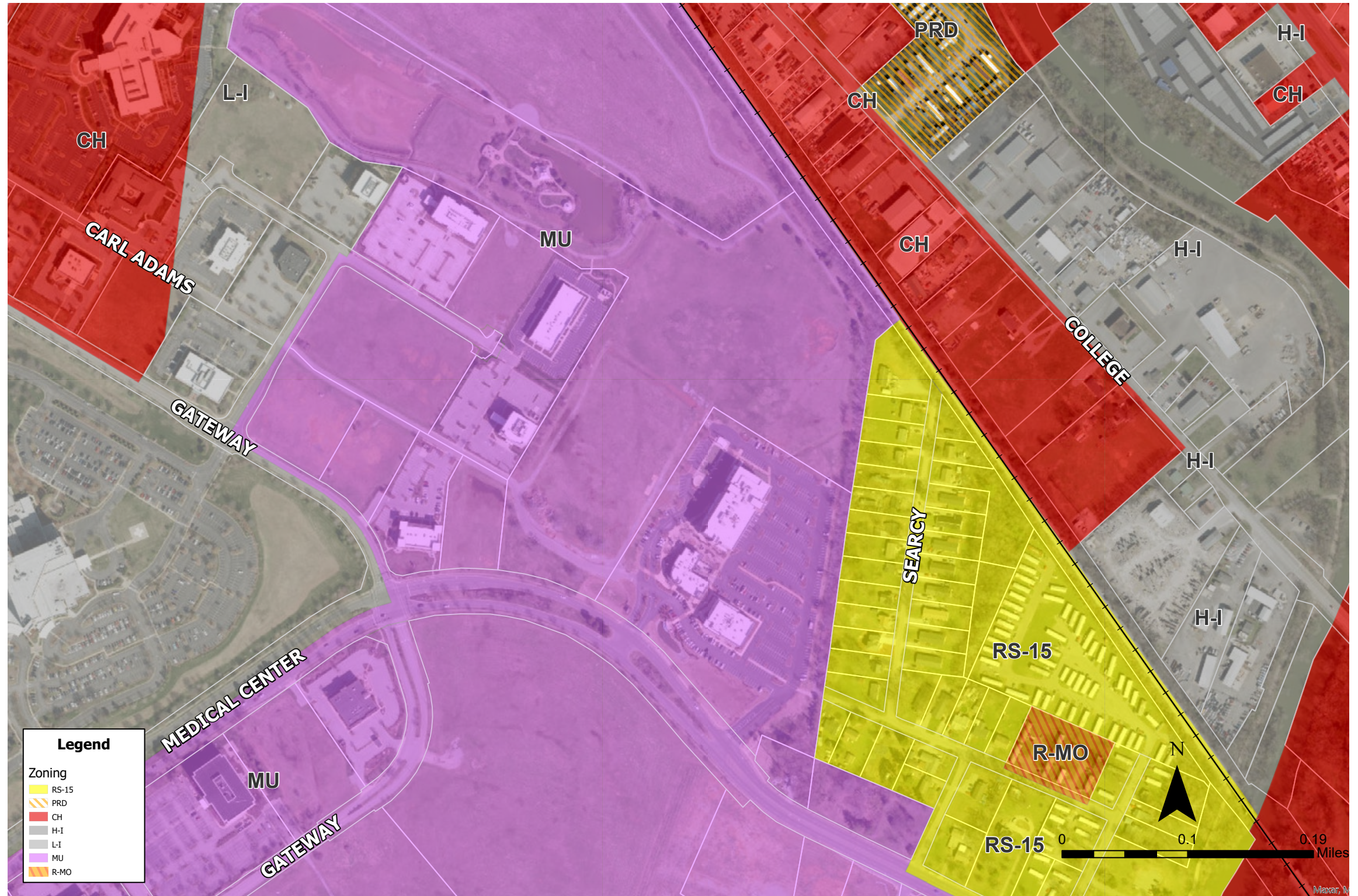
Sanitary Sewer (City of Murfreesboro Water Resources Department)
 The City of Murfreesboro Water Resources Department (MWRD) maintains the sanitary sewer in this area. The Cities allocation ordinance does not limit density in the Gateway Design Overlay District. Currently, the MWRD anticipates the capacity to handle the proposed development.

Repurified Water (City of Murfreesboro Water Resources Department)
 The City of Murfreesboro Water Resources Department (MWRD) maintains the Repurified water in this area. An existing 12-inch line is located along Medical Center Parkway.

Electric (Middle Tennessee Electric)
 Middle Tennessee Electric (MTE) maintains the electric lines for this area of the city. MTE has existing underground electrical lines running along Medical Center Boulevard.

EXISTING ZONING

The current zoning designation for the Fountains is Mixed Use (MU), with Mixed Use (MU) zoning surrounding it to the north, south, and west, while the eastern side is zoned as RS-15.





The Future Land Use Map designates the area of The Fountains as Employment-Generating.

Employment-Generating defined:

The overall purpose of the Employment-Generating Mixed-Use land use (EG) is to allow and encourage flexibility and creativity in the design and development of comprehensively planned, higher-density, high-amenity mixed-use centers with a priority to create and foster employment generating uses.

The proposed master plan for the Fountains aligns seamlessly with the Future Long Range Land Use Map and its associated objectives, particularly as an Employment-Generating area. It underscores the significant investments made in infrastructure and design quality within the Murfreesboro Gateway. This location is exceptionally well-suited for a diverse range of high-density uses and residential options, contributing to the thriving growth and commerce of the Gateway.

Major Transportation Plan (MTP)

As part of the MTP, the City plans to add an additional lane along Medical Center Parkway.

THE FOUNTAINS



OWNER/DEVELOPER:

HEARTHSTONE GROUP, LLC
4925 VETERANS PKWY.
MURFREESBORO, TN 37128
ATTN: SCOTT GRABY

OWNER:

CITY OF MURFREESBORO

TAX MAP:

91, 2.00, 2.03 2.04 & 2.05

AREA:

31.28 AC

EXISTING ZONE:

MU (MIXED USE)

PROPOSED ZONE:

PUD
GATEWAY DISTRICT OVERLAY 3

DENSITY PERMITTED UNDER CURRENT MU ZONE:

25 UNITS PER ACRE
25 X 31.28 = 782 UNITS

PROPOSED DENSITY:

10.10 UNITS PER ACRE
316 UNITS, ALL 3 PHASES

MINIMUM BUILDING SETBACKS FOR PERIMETER PUD LOT LINE: FRONT: 50'
SIDE: 10'
REAR: 20'

MAXIMUM BUILDING HEIGHT:

150'

FEMA FLOOD MAP:

47149C0260J ZONE X, DATED, 5-9-2023

LIGHTING:

PROPOSED LIGHTING TO MATCH
EXISTING PHASE 1 LIGHTING STYLE
& COMPLY WITH THE MURFREESBORO
ZONING ORDINANCE & DESIGN GUIDELINES

NOTES:

- CONDOS WILL BE SOLD TO END USERS WITH A STIPULATION THAT ANY UNITS NEEDING TO BE RENTED FOR A PERIOD OF TIME MUST BE MANAGED BY FOUNTAINS AND THAT THERE BE MINIMUM ONE-YEAR RENTAL PERIODS, THUS PROHIBITING ANY SHORT TERM RENTAL USAGE. APARTMENTS WILL BE OWNED AND MANAGED BY FOUNTAINS.
- AS A PART OF FINAL SITE PLAN APPROVAL FOR PHASE 2 & PHASE 3 A REVISED PLAT SHALL BE PROVIDED SHOWING ASSOCIATED LOT LINE CHANGES RELATIVE TO THE PROPOSED DEVELOPMENT.
- ZERO SETBACKS ARE BEING REQUESTED AS AN EXCEPTION BETWEEN INTERNAL PHASE LINES AND BETWEEN BUILDINGS WITHIN PHASES.

PHASE 1 (EXISTING)

LAND AREA	12.7 AC
OFFICE BUILDING 1A: 4 STORIES/100,000 SF (INCLUDES 13,000 SF RESTAURANT)	
RETAIL BUILDING 1B:	1 STORY/11,100 SF
RETAIL BUILDING 1C:	1 STORY/11,700 SF
TOTAL BUILDING AREA	122,800 SF
PARKING REQUIRED:	
OFFICE	87,000 SF / 300 SF = 290 SPACES
RETAIL	20,800 SF / 300 SF = 70 SPACES
RESTAURANT	15,000 SF / 100 SF = 150 SPACES
TOTAL PH 1. REQUIRED	510 SPACES
OPEN SPACE REQUIRED:	20%
FORMAL OPEN SPACE REQUIRED:	3%
OPEN SPACE PROVIDED:	29.7% (164,524 SF)
FORMAL OPEN SPACE PROVIDED:	4.4% (24,178 SF)

PHASE 2:

LAND AREA	8.11 AC
BUILDING 2A	5 STORIES/124,800 SF (RESIDENTIAL,OFFICE,RETAIL,RESTAURANT)
	21 - 1 BEDROOM UNITS 29 - 2 BEDROOM UNITS 3 - 3 BEDROOM UNITS 57,460 SF OFFICE 7,653 SF RETAIL 3,400 SF RESTAURANT
RESIDENTIAL	21 X 1.5 SPACES/UNIT = 31.5 = 32 SPACES 29 X 2BR X 1.1 SPACES/BR = 63.8 = 64 SPACES 3 X 3BR X 1.1 SPACES/BR = 9.9 = 10 SPACES
OFFICE	57,460 SF / 300 SF = 191.5 = 192 SPACES
RETAIL	7,653 SF / 300 SF = 26 SPACES
RESTAURANT	3,400 SF / 100 SF = 34 SPACES
PARKING REQUIRED:	358 SPACES
PHASE 2A OPEN SPACE	
OPEN SPACE REQUIRED:	20%
FORMAL OPEN SPACE REQUIRED:	3%
OPEN SPACE PROVIDED:	32.7% (253,969 SF)
FORMAL OPEN SPACE PROVIDED:	4.8% (36,995 SF)
PHASE 2B:	
BUILDING 2B	147,865 SF (HOTEL,RETAIL,RESTAURANT, OTHER)
HOTEL	136 ROOMS X 1 SPACE/RM = 136 SPACES
RESTAURANT	8,200 SF / 100 SF = 82 SPACES
RETAIL	18,860 SF / 300 SF = 62.9 = 63 SPACES
PARKING REQUIRED:	246 SPACES
BUILDING 2C	155,280 SF (RETAIL, OFFICE, MULTI-FAMILY)
RETAIL	4,780 SF / 300 SF = 15.9 = 16 SPACES
OFFICE	23,517 SF / 300 SF = 78.4 = 79 SPACES
MULTI-FAMILY	21 - STUDIO UNITS X 1.5 = 31.5 SPACE 23 - 1 BEDROOM UNITS X 1.5 = 34.5 SPACES 2 - 2 BEDROOM UNITS X 1.1/BED = 3 SPACES 4 - 3 BEDROOM UNITS X 1.1/BED = 5 SPACES
PARKING REQUIRED	169 SPACES
TOTAL PH. 2 REQUIRED	773 SPACES
TOTAL RESIDENTIAL UNITS PH. 2	103 UNITS
PHASE 2B OPEN SPACE	
OPEN SPACE REQUIRED:	20%
FORMAL OPEN SPACE REQUIRED:	3%
OPEN SPACE PROVIDED:	35.2% (318,706 SF)
FORMAL OPEN SPACE PROVIDED:	4.1% (36,995 SF)

PHASE 3 (FUTURE):

LAND AREA	10.47 AC
BUILDING 3A	5 STORIES/124,800 SF (RESIDENTIAL,OFFICE,RETAIL,RESTAURANT)
	21 - 1 BEDROOM UNITS 29 - 2 BEDROOM UNITS 3 - 3 BEDROOM UNITS 57,460 SF OFFICE 7,653 SF RETAIL 3,400 SF RESTAURANT
PARKING REQUIRED:	358 SPACES
BUILDING 3B	
OFFICE /RETAIL	100,000 SF / 300 SF = 333 SPACES
PARKING REQUIRED	333 SPACES
BUILDING 3C	10 STORY RESIDENTIAL TOWER - 80 UNITS
	35 - 1 BEDROOM UNITS 45 - 2 BEDROOM UNITS
RESIDENTIAL	35 X 1.5 SPACES/UNIT = 53 SPACES 45 X 2BR X 1.1 SPACES/BR = 50 SPACES
PARKING REQUIRED:	103 SPACES
BUILDING 3D	10 STORY RESIDENTIAL TOWER - 80 UNITS
	35 - 1 BEDROOM UNITS 45 - 2 BEDROOM UNITS
RESIDENTIAL	35 X 1.5 SPACES/UNIT = 53 SPACES 45 X 2BR X 1.1 SPACES/BR = 50 SPACES
PARKING REQUIRED:	103 SPACES
BUILDING 3E	8,000 SF RESTAURANT
RESTAURANT	8,000 SF / 100 SF = 80 SPACES
PARKING REQUIRED:	80 SPACES
TOTAL PH. 3 REQUIRED:	977 SPACES
TOTAL RESIDENTIAL UNITS PH. 3	213 UNITS
PHASE 3 OPEN SPACE	
OPEN SPACE REQUIRED:	20%
FORMAL OPEN SPACE REQUIRED:	3%
OPEN SPACE PROVIDED:	32.6% (443,664 SF)
FORMAL OPEN SPACE PROVIDED:	4.5% (61,499 SF)

TOTAL PARKING

PARKING SPACES REQUIRED: PHASE 1, 2 AND 3	510 + 773 + 1006 = 2,289 SPACES
PARKING SPACES PROVIDED:	PHASE 1 - 519 EXISTING SPACES PHASE 2 - 166 SURFACE PHASE 2 - 131 UPPER LEVEL PARKING GARAGE PHASE 2 - 298 LOWER LEVEL PARKING GARAGE PHASE 3 - 358 SURFACE PHASE 3 - 837 GARAGE
	2,309 TOTAL SPACES PROVIDED

USES PERMITTED	ZONING DISTRICTS			
	Phase 1	Phase 2A PUD	Phase 2B PUD	Phase 3 PUD
DWELLINGS (RESIDENTIAL)				
Single-Family attached		X	X	X
Multiple-Family		x	x	x
OTHER HOUSING				
Accessory Dwelling Unit				
Assisted-Care Living Facility				
Emergency Shelter				
Extended Stay Hotel/Motel				
Class III Home for the Aged				
Hotel			x	x
Motel				
INSTITUTIONS				
Adult Day Care Center				
Church		x	x	x
College, University				
Day-Care Center	x	x	x	x
Family Day-Care Home				
Hospital		x	x	x
Lodge, Club, Country Club				
Mental Health Facility				
Morgue				
Museum	x	x	x	x
Nursing Home				
Nursery School	x	x	x	x
Park	x	x	x	x
Philanthropic Institution	x	x	x	x
Public Building	x	x	x	x
Recreation Field	x	x	x	x
Senior Citizens Center				
School, Public or Private, Grades K - 12	x	x	x	x
Student Center	x	x	x	x
COMMERCIAL				
Amusements, Commercial Indoor				
Amusements, Commercial Outdoor excluding Motorized				
Animal Grooming Facility	x	x	x	x
Antique Mall				

Notes

1. The Fountains zoning is generally based off Mixed-Use Zoning designation from 2023 Zoning Ordinance with minor modifications. Uses listed and left blank are permitted uses under the Mixed-Use zoning, but are proposed not to be included within the PUD.
2. Permitted uses highlighted with a green 'X' are uses not currently permitted in the Mixed-Use district, but are being proposed to be included within the PUD.
3. Restaurants that primarily promote food consumption within motor vehicles on the premises will not be permitted.
4. Financial services permitted include banks, financial advisors, investment management services, tax-preparation services and other similar type financial services. "Pay-day loan" services and cash advance facilities will not be permitted.
5. Garden and lawn supply operations shall display merchandise indoors. No outdoor storage shall be permitted.
6. Kiosk use will be restricted to "walk-up" style kiosk operations in open space or park settings. Vehicular drive-up use is prohibited.

USES PERMITTED	ZONING DISTRICTS			
	Phase 1	Phase 2A PUD	Phase 2B PUD	Phase 3 PUD
Antique Shop <3,000 sq. ft	x	x	x	x
Art or Photo Studio or Gallery	x	x	x	x
Automotive Repair				
Bakery, Retail	x	x	x	x
Bank, Branch Office	x	x	x	x
Bank, Drive-Up Electronic Teller	x	x	x	x
Bank, Main Office	x	x	x	x
Barber or Beauty Shop	x	x	x	x
Book or Card Shop	x	x	x	x
Brewpub	x	x	x	x
Business School	x	x	x	x
Business and Communication Service	x	x	x	x
Catering Establishment	x	x	x	x
Clothing Store	x	x	x	x
Coffee, Food, or Beverage Kiosk ³	x	x	x	x
Commercial Center	x	x	x	x
Convenience Sales and Service, maximum 5,000 sq. ft. floor area	x	x	x	x
Department or Discount Store				
Dry Cleaning				
Financial Service Pay-day loan buisnesses are not permitted	x	x	x	x
Flower or Plant Store	x	x	x	x
Funeral Home				
Garage, Parking		x	x	x
Garden and Lawn Supplies				
Gas Station				
General Service and Repair Shop				
Glass--Auto, Plate, & Window				
Glass--Stained and Leaded				
Greenhouse or Nursery				
Group Assembly, <250 Persons	x	x	x	x
Group Assembly, >250 Persons	x	x	x	x
Health Club		x	x	x
Interior Decorator	x	x	x	x
Janitorial Service				
Karate, Instruction				
Keys, Locksmith				

Notes

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USES PERMITTED	ZONING DISTRICTS			
	Phase 1	Phase 2A PUD	Phase 2B PUD	Phase 3 PUD
Laboratories, Medical	x	x	x	x
Laboratories, Testing	x	x	x	x
Liquor Store	x	x	x	x
Motor Vehicle Service				
Movie Theater		x	x	x
Music or Dancing Academy	x	x	x	x
Offices	x	x	x	x
Optical Dispensaries				
Personal Service Establishment				
Pet Shops	x	x	x	x
Pharmacies	x	x	x	x
Radio, TV, or Recording Studio	x	x	x	x
Reducing and Weight Control Service	x	x	x	x
Restaurant and Carry-Out Restaurant	x	x	x	x
Restaurant, Specialty	x	x	x	x
Restaurant, Specialty -Limited	x	x	x	x
Retail Shop, other than enumerated elsewhere	x	x	x	x
Shopping Center, Community	x	x	x	x
Shopping Center, Neighborhood	x	x	x	x
Shopping Center, Regional	x	x	x	x
Specialty Shop	x	x	x	x
Veterinary Office	x	x	x	x
Veterinary Clinic	x	x	x	x
Veterinary Hospital	x	x	x	x
Vehicle Sales, Rental (Non-Motorized)				
INDUSTRIAL				
Printing and Publishing	x	x	x	x
TRANSPORTATION AND PUBLIC UTILITIES				
Post Office or Postal Facility				
Telephone or Communication Services				
Electric Transmission, Gas Piping, Water/Sanitary Sewer Pumping Station				
OTHER				
Home Occupations		x	x	x

Notes

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5. Garden and lawn supply operations shall display merchandise indoors. No outdoor storage shall be permitted.
6. Kiosk use will be restricted to "walk-up" style kiosk operations in open space or park settings. Vehicular drive-up use is prohibited.

MU & GDO-3 Land-Use Parameters	Phase 1	Phase 2A	Phase 2B	Phase 3
RESIDENTIAL DENSITY				
Maximum Dwelling Units Multiple-Family	-	-	-	-
Maximum Dwelling Units Single-Family attached	-	-	-	-
Minimum Lot Area	None	5 acres for multiple-family N/A for all other uses	5 acres for multiple-family N/A for all other uses	5 acres for multiple-family N/A for all other uses
Minimum Lot Width	100'	100'	100'	100'

MINIMUM YARD REQUIREMENTS				
Minimum Front Yard	50'	50'	50'	50'
Minimum Side Yard	10'	10'	10'	10'
Minimum Rear Yard	20'	20'	20'	20'

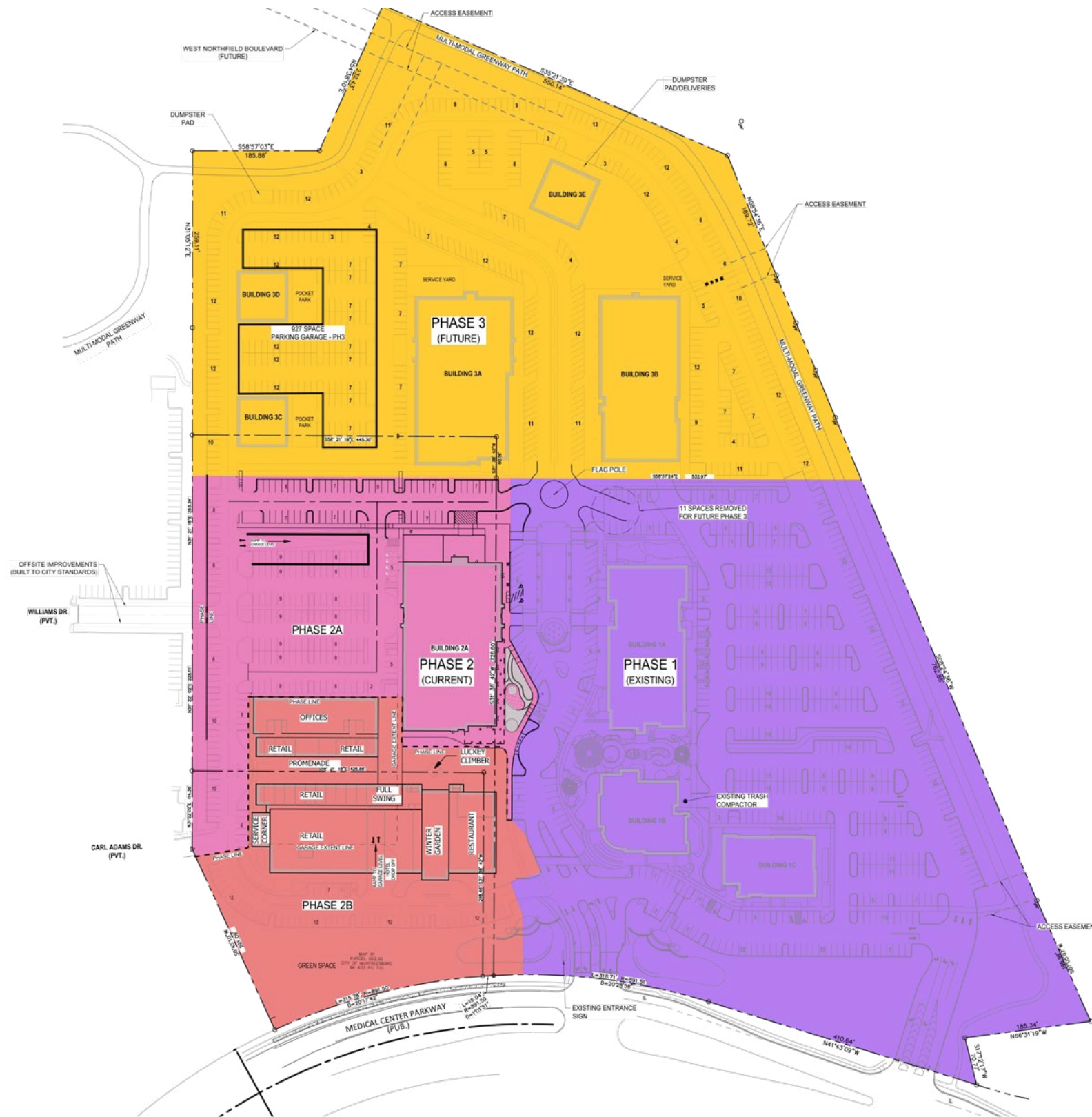
LAND-USE INTENSITY RATIOS				
Max FAR	None	None	None	None
Minimum Livable Space Ratio	None	None	None	None
Minimum Open Space Requirement	20%	20%	20%	20%
Minimum Formal Open Space Requirement	5% based on site acreage and use as determined in 2020 Zoning Ordinance			
Min Lot Coverage	None	None	None	None
Max Height	150'	150'	75'	150' for multiple-family uses 150' for commercial/office uses
Parking Ratio	Per "Chart 4" of 2020 Zoning Ordinance			

Landscape Yard Minimums and Building Setbacks			
Roadway	Minimum Landscape Yard	Building Setback	Notes
Medical Center Parkway	25'	50'	Arterial Road

Requested Exceptions

Exception

1. Requesting exception to the Multi-family residential height requirement of 75' to allow for 150' consistent with Office & Hotel uses in GDO-3
2. Exception to allow for zero setbacks between internal phase lines and between buildings within phases.
3. Exception to allow for reduced landscape areas between buildings & parking.
4. Exception to allow for reduced landscape yard between internal lot lines.
5. Exception to allow for the ability to reduce parking requirements based on a future parking study that shall be reviewed and approved by the Planning Commission.
6. An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events



Construction Phase Estimate

Approximate Time Frame

Phase 1	Existing	2016- 2018
Phase 2A	Mixed-use building	2024- 2026
Phase 2B	Boutique Hotel, Retail Promenade, Office	2026- 2028
Phase 3	Residential, Mixed-use buildings	2030- 2034

Note

1. Phasing is approximate and subject to change
2. Phase 3 is conceptual in nature.
3. Open space requirements to be met with each phase.







As the Master Developer of The Fountains, the Hearthstone Properties team will implement development management and operations controls to ensure that the community is developed and managed in accordance with the approved PUD Master Plan and to implement the vision of the Master Developer and design team. Elements of the management and operations are:

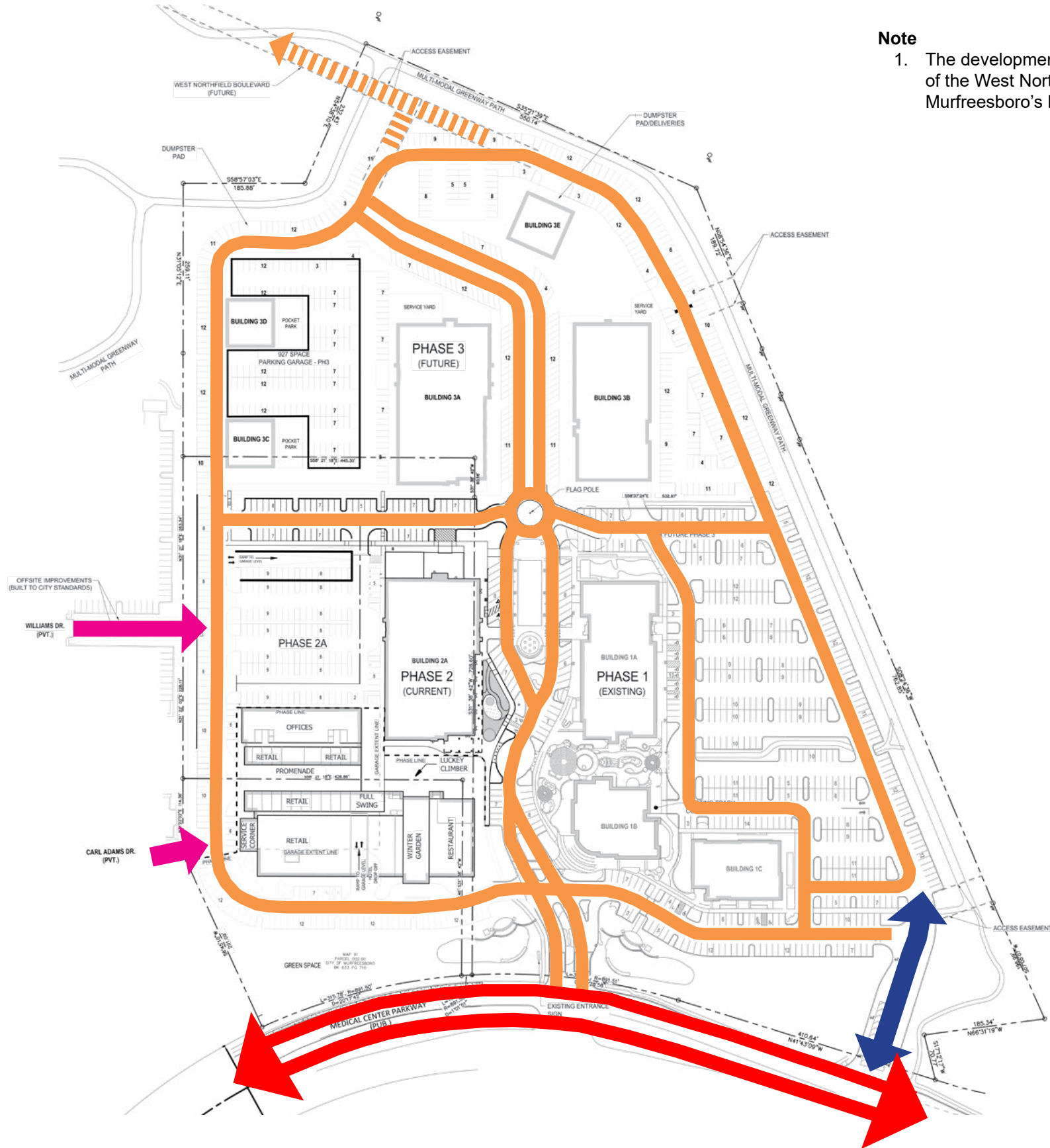
Development Management - The Master Developer will manage the design, permitting, construction and close-out of the horizontal infrastructure within The Fountains including mass grading, utilities, stormwater management and roadways. Development management by the Master Developer will be performed directly for the Hearthstone Properties development.

Site Plan Reviews - The Master Developer will work through an iterative site plan design process with potential land sales to ensure that all site plans are consistent with the overall site planning and landscape themes of The Fountains including strong pedestrian connectivity.

Architectural and Landscape Design Review - The Master Developer will create and coordinate the activities of an architectural review committee that will review the building plans for all commercial parcel owners within The Fountains. Commercial owners will be encouraged to submit preliminary design concepts for an initial review prior to formalizing purchase contracts with the formal review taking place thereafter. The Committee will include a registered architect and landscape architect in addition to the Hearthstone Properties team members.

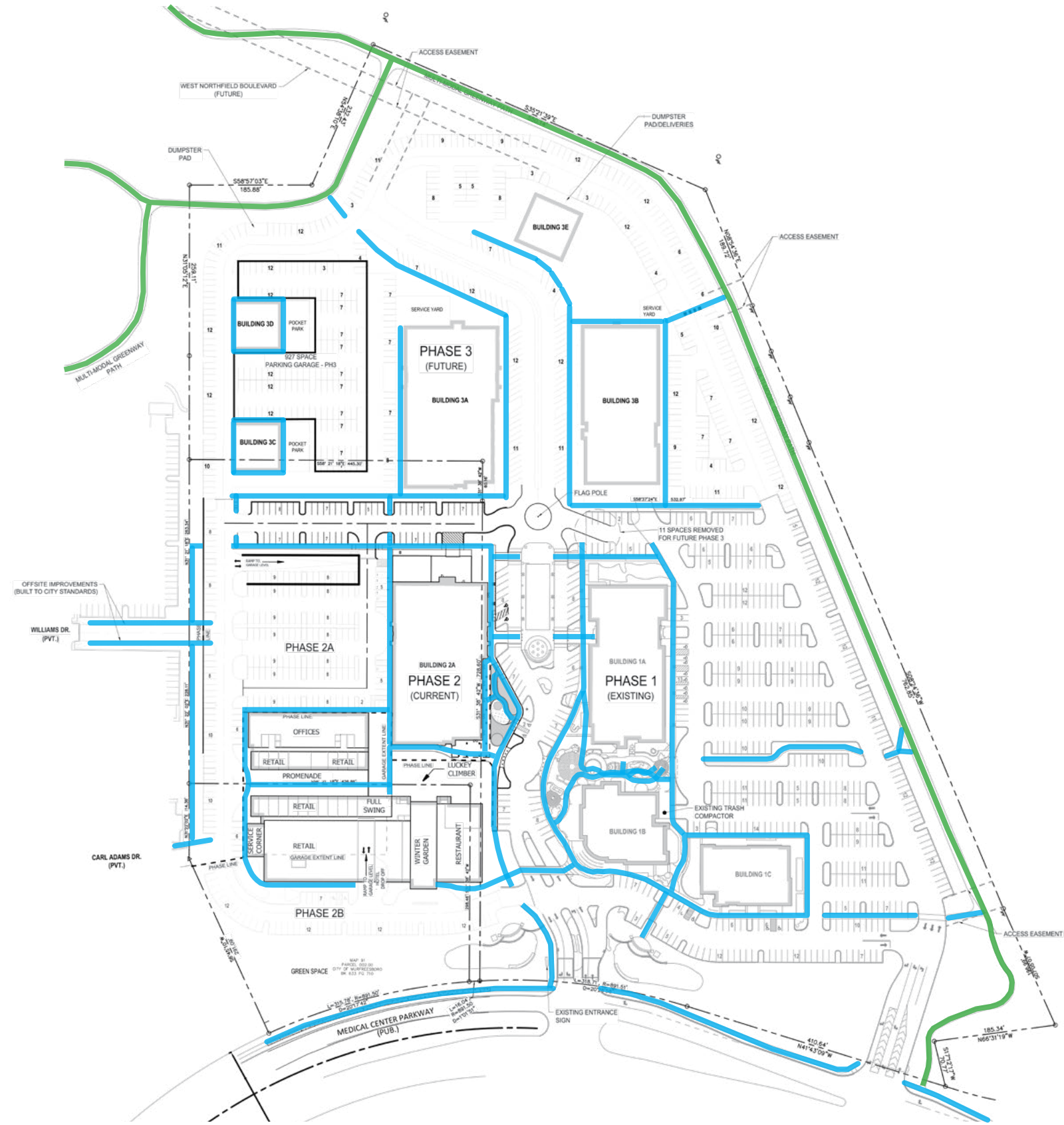
Property Management / Covenants and Restrictions - Property management associations will be created for the commercial and residential properties within The Fountain with covenants and restrictions that are enforceable by these associations. Standards for the maintenance of common area and private properties will be established in the covenants and enforced by the associations with Master Developer providing oversight and coordination throughout the development period. The covenants and restrictions shall expressly provide the right for Hearthstone Properties management to maintain aesthetic control over all aspects of the property including but not limited to landscape care, parking area maintenance, ensuring eyesores are removed quickly and that vehicle parking follows guidelines established.

-  MAJOR ARTERIAL
-  PRIVATE ROAD
-  5-LANE ACCESS DRIVE
-  3-LANE ACCESS DRIVE
-  2-LANE ACCESS DRIVE
-  POTENTIAL WEST NORTHFIELD BOULEVARD CONNECTION



Note

1. The development will dedicate right-of-way needed for the improvements of the West Northfield Boulevard improvements as shown on the City of Murfreesboro's Major Transportation Plan.



- SIDEWALKS
(general pedestrian routes)
- GREENWAY

THE FOUNTAINS

ARCHITECTURAL CHARACTER

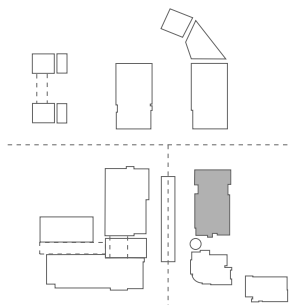
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PHASE 1 BUILDING 1A (MIXED-USE)

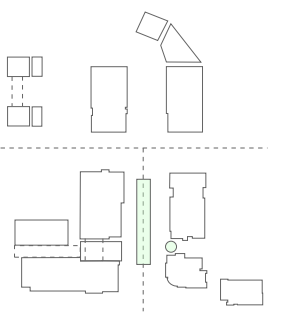
These photographs are of the existing buildings on site and are part of Phase 1.

Building 1A is a 105,300 sf Mixed-Use building with a program comprised of retail and office as well as an event venue. The building includes a comprehensive amenity program which is shared by the three buildings currently on Phase 1 of the site. Elements of the amenity program include:

- An outdoor pocket park with seating
- A central lawn with a stage and assembly space
- A kids splash pad



EXISTING PHASE 1 AMENITIES



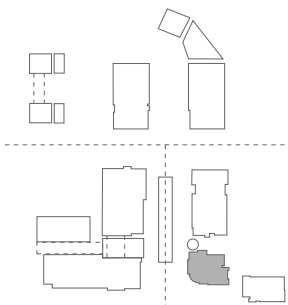
THE FOUNTAINS

PHASE 1 BUILDING 1B (RETAIL)

These photographs are of the existing buildings on site and are part of Phase 1.

Building 1B is a 10,700 SF Retail building with a program comprised of restaurants. The building includes a comprehensive amenity program which is shared by the three buildings currently on Phase 1 of the site. Elements of the amenity program include:

- An outdoor pocket park with seating
- A central lawn with a stage and assembly space
- A kids splash pad



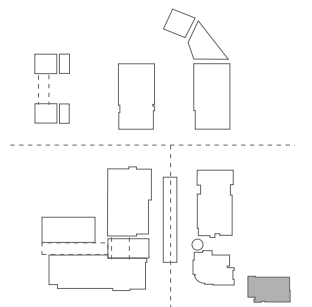


PHASE 1 BUILDING 1C (MEDICAL OFFICE)

These photographs are of the existing buildings on site and are part of Phase 1.

Building 1C is a 24,400 SF Medical Office building with a program comprised of retail and medical office. The building includes a comprehensive amenity program which is shared by the three buildings currently on Phase 1 of the site. Elements of the amenity program include:

- An outdoor pocket park with seating
- A central lawn with a stage and assembly space
- A kids splash pad



THE FOUNTAINS

PHASE 2 MASSING STUDY

Phase 2 is comprised of 3 buildings with uses that include:

- Offices
- Retail
- Residential
- Restaurant
- Entertainment
- Event Space

Shared amenities include:

- Covered Promenade
- Parking
- Outdoor pocket park
- Skybridge
- Winter Garden

DESIGN SUBJECT TO CHANGE PER THE FINAL DESIGN.

LEGEND

- | | |
|---------------------------|---------------------|
| STANDARD HOTEL ROOMS | AMENITY |
| SUITE HOTEL ROOMS | LUCKY CLIMBER |
| COMMERCIAL / RESTAURANT | PARKING GARAGE |
| OFFICE | BUILDING SERVICES |
| WINTER GARDEN & PROMENADE | STAIR & CIRCULATION |
| | RES. STUDIO UNIT |
| | RES. ONE BED UNIT |
| | RES. TWO BED UNIT |
| | RES. THREE BED UNIT |



ZONING INFO

CURRENT ZONING:	MU (MIXED USE), GATEWAY DISTRICT OVERLAY 3
LOT AREAS:	31.28 ACRES
PHASE 1:	12.32 ACRES
PHASE 2:	08.11 ACRES
PHASE 3:	10.85 ACRES
MIN. FRONT SETBACK:	15 FT
MIN. REAR SETBACK:	20 FT
MIN. SIDE SETBACK:	10 FT
MAX BUILDING HEIGHT:	150 FT

PARKING RATIOS

RETAIL:	1 SPACE / 300 SF X .75 HOTEL RATIO (WHEN APPLICABLE)
RESTAURANT:	1 SPACE / 100 SF X .75 HOTEL RATIO
HOTEL ROOMS:	1 SPACE / ROOM
HOTEL MEETING SPACES:	1 SPACE / 400 SF
OFFICE:	1 SPACE / 300 SF
MULTI-FAMILY:	1.5 SPACES / UNIT (STUDIO & ONE BED UNIT)
	1.1 SPACES / BEDROOM (TWO BED & THREE BED UNITS)

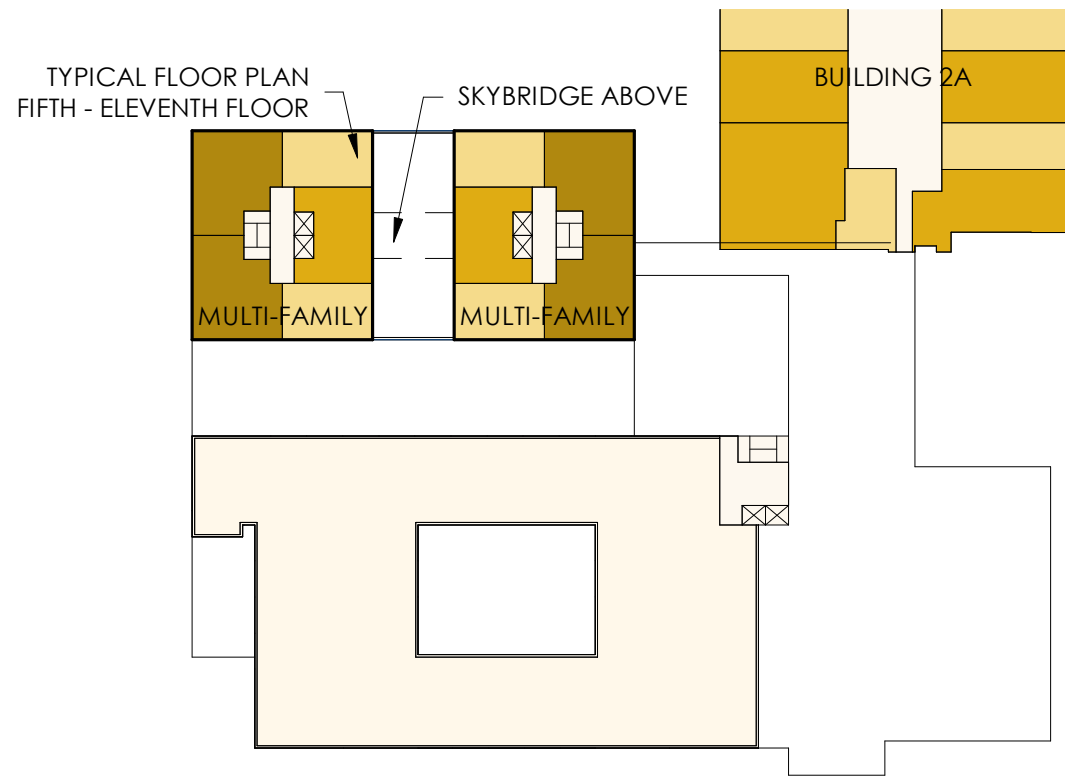
PARKING REQUIREMENTS (BUILDINGS 2B & 2C)

BUILDING 2A	
OFFICE: 57,460 SF / 300 SF	192 SPACES
RETAIL: 7,653 SF / 300 SF	26 SPACES
RESTAURANT: 3,400 SF / 100 SF	34 SPACES
MULTI-FAMILY:	
21 ONE BED UNITS X 1.5	32 SPACES
29 TWO BED UNITS X 1.1/BED	64 SPACES
3 THREE BED UNITS X 1.1/BED	10 SPACES
TOTAL:	358 SPACES

BUILDING 2B	
RETAIL: 18,860 SF / 300 SF X .75	47 SPACES
RESTAURANT: 8,200 SF / 100 SF X .75	63 SPACES
HOTEL ROOMS: 136 ROOMS	136 SPACES
EVENT VENUE: 8,200 SF / 400 SF	21 SPACES
TOTAL:	267 SPACES

BUILDING 2C	
RETAIL: 4,780 SF / 300 SF	16 SPACES
OFFICE: 23,517 SF / 300 SF	79 SPACES
MULTI-FAMILY:	
33 STUDIO UNITS X 1.5	50 SPACES
35 ONE BED UNITS X 1.5	53 SPACES
14 TWO BED UNITS X 1.1/BED	31 SPACES
28 THREE BED UNITS X 1.1/BED	93 SPACES
TOTAL:	322 SPACES

TOTAL PARKING SPACES REQ 947 SPACES



SIXTH FLOOR PLAN

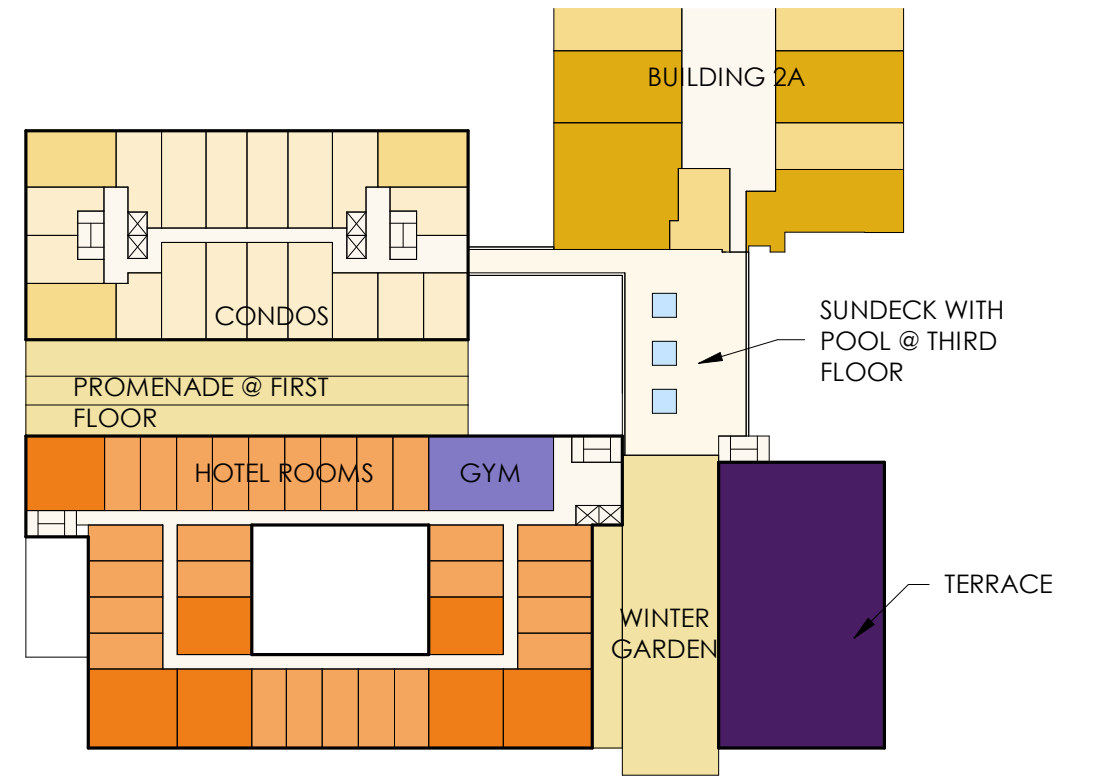


FOURTH - FIFTH FLOOR PLAN

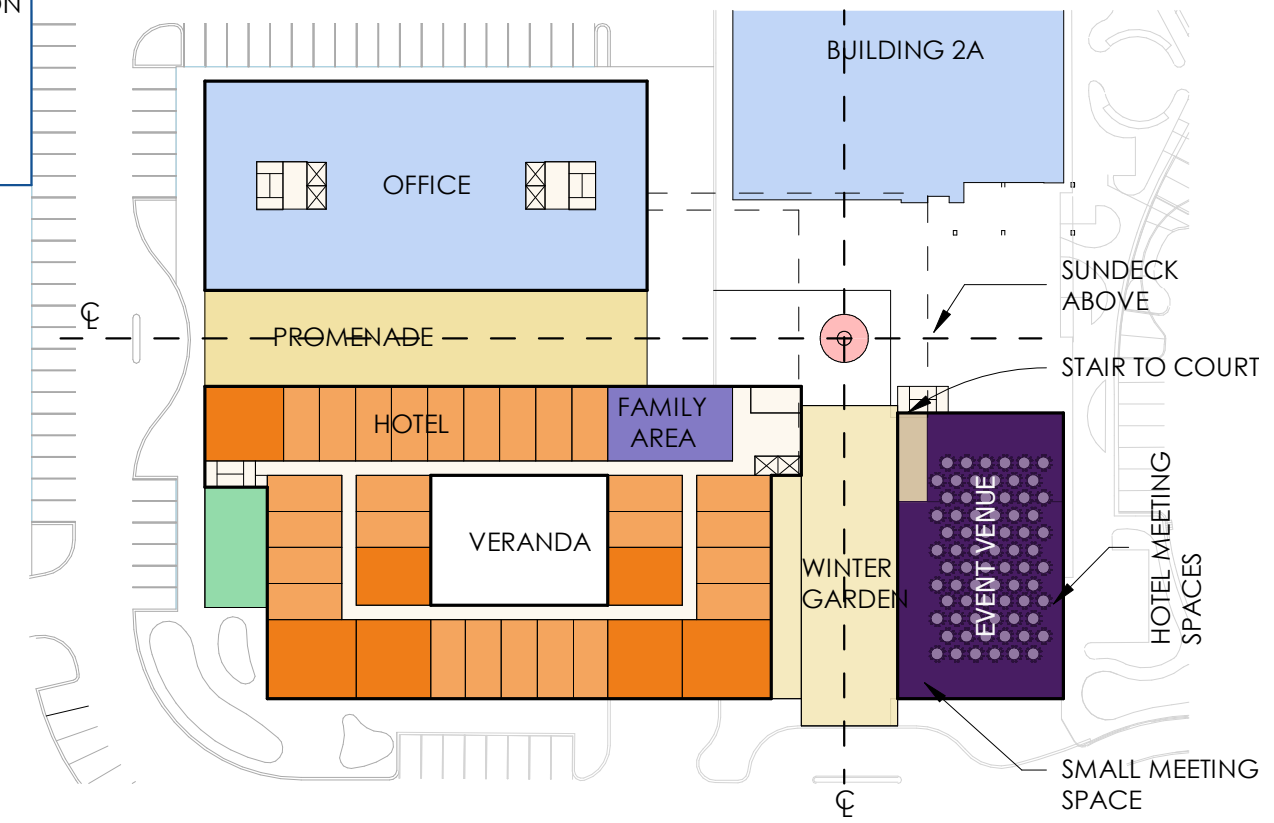


LEGEND

STANDARD HOTEL ROOMS	AMENITY
SUITE HOTEL ROOMS	LUCKY CLIMBER
COMMERCIAL / RESTAURANT	PARKING GARAGE
OFFICE	BUILDING SERVICES
WINTER GARDEN & PROMENADE	STAIR & CIRCULATION
	RES. STUDIO UNIT
	RES. ONE BED UNIT
	RES. TWO BED UNIT
	RES. THREE BED UNIT



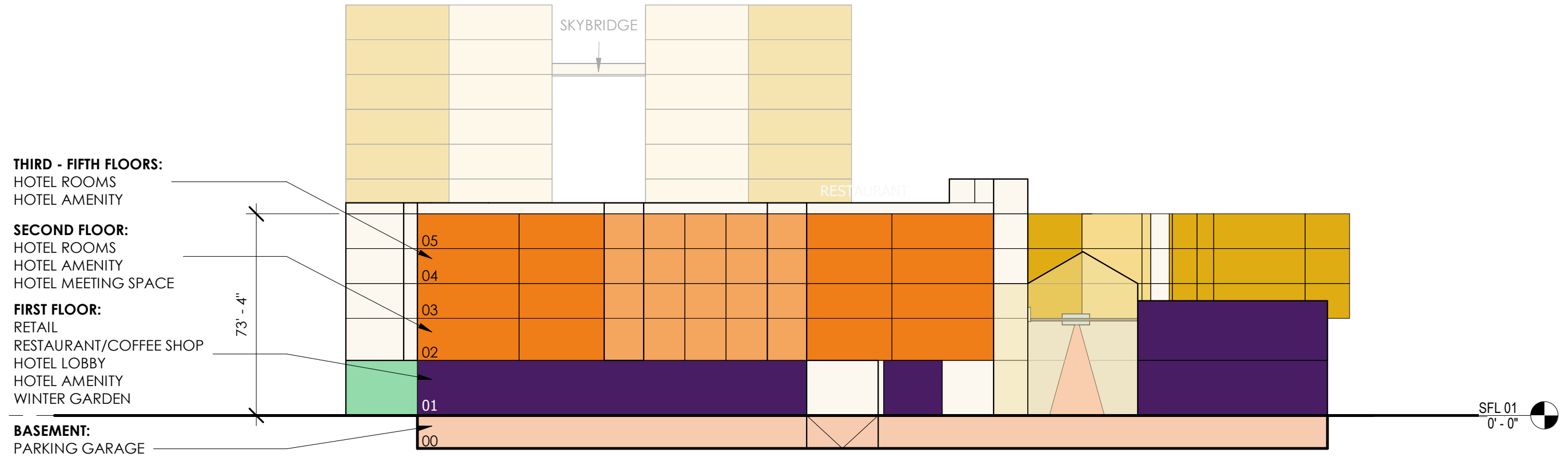
THIRD FLOOR PLAN



SECOND FLOOR PLAN

THE FOUNTAINS

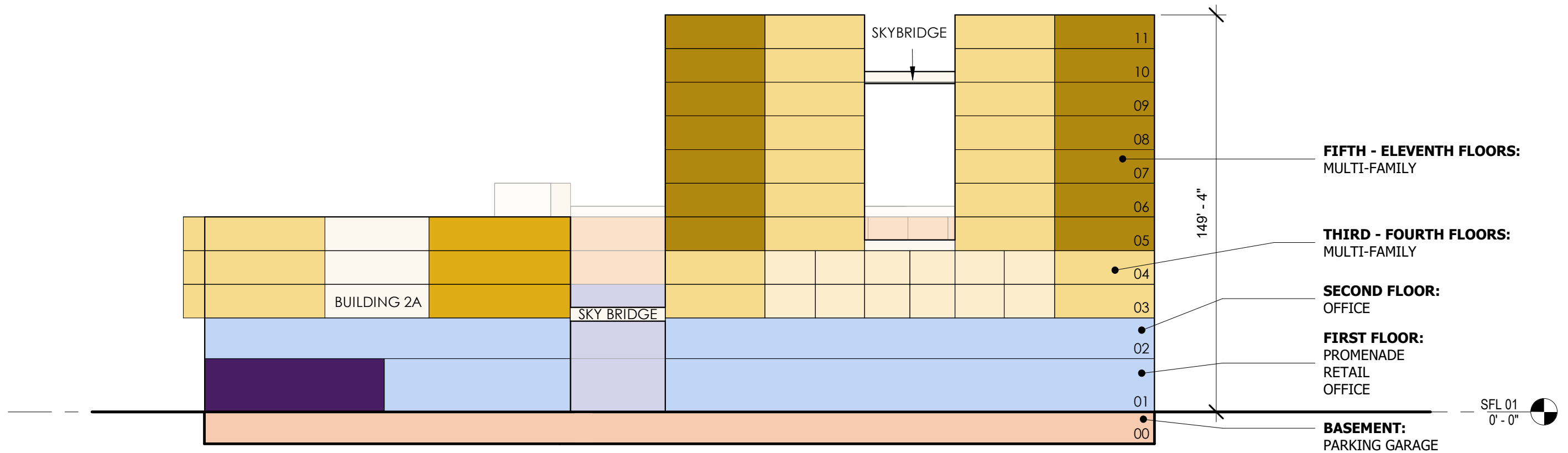
SECTION A



LEGEND

- | | |
|---------------------------|---------------------|
| STANDARD HOTEL ROOMS | AMENITY |
| SUITE HOTEL ROOMS | LUCKY CLIMBER |
| COMMERCIAL / RESTAURANT | PARKING GARAGE |
| OFFICE | BUILDING SERVICES |
| WINTER GARDEN & PROMENADE | STAIR & CIRCULATION |
| | RES. STUDIO UNIT |
| | RES. ONE BED UNIT |
| | RES. TWO BED UNIT |
| | RES. THREE BED UNIT |

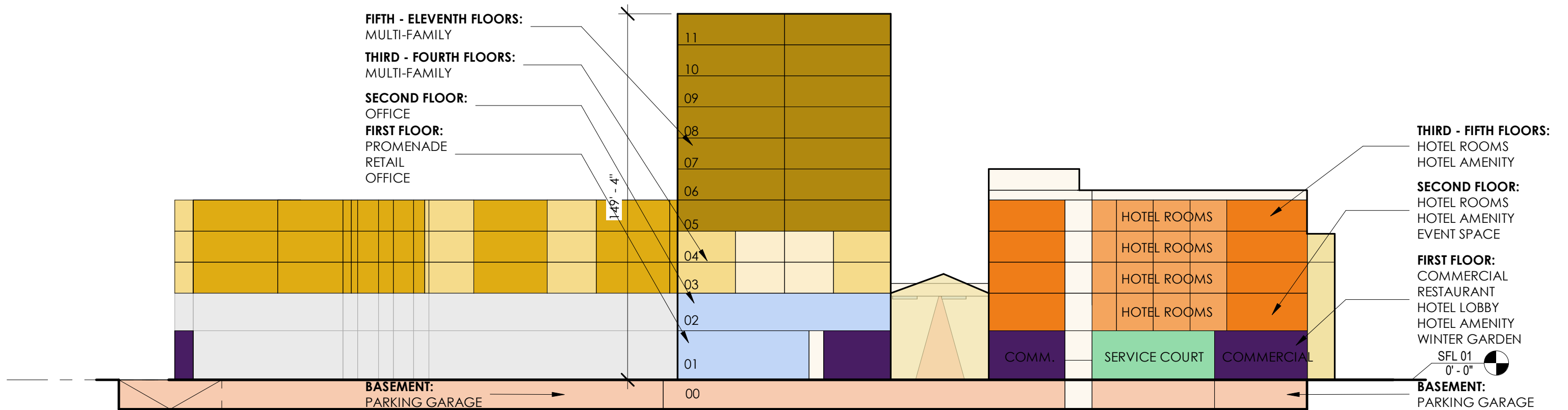
SECTION B



ARCHITECTURAL CHARACTER

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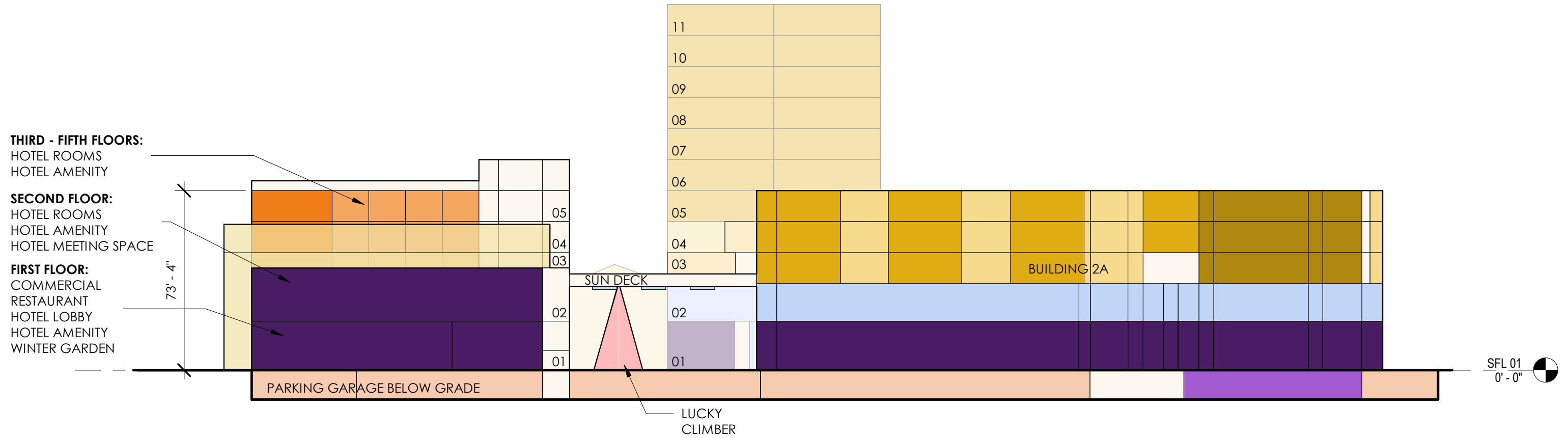
SECTION C



LEGEND

- | | |
|---------------------------|---------------------|
| STANDARD HOTEL ROOMS | AMENITY |
| SUITE HOTEL ROOMS | LUCKY CLIMBER |
| COMMERCIAL / RESTAURANT | PARKING GARAGE |
| OFFICE | BUILDING SERVICES |
| WINTER GARDEN & PROMENADE | STAIR & CIRCULATION |
| | RES. STUDIO UNIT |
| | RES. ONE BED UNIT |
| | RES. TWO BED UNIT |
| | RES. THREE BED UNIT |

SECTION D



BUILDING 2B - HOTEL

FOURTH - FIFTH FLOORS

STAIRS & CIRCULATION:	4,040 GFA
HOTEL ROOMS:	20,757 GFA
27 STANDARD ROOMS (465 SF)	
08 SUITES (744 SF - 1,216 SF)	
35 TOTAL UNITS / FLOOR	

THIRD FLOOR

AMENITY:	1,608 GFA
STAIRS & CIRCULATION:	4,040 GFA
HOTEL ROOMS:	19,149 GFA
26 STANDARD ROOMS (465 SF)	
07 SUITES (744 SF - 1,216 SF)	
33 TOTAL UNITS / FLOOR	

SECOND FLOOR

AMENITY:	1,608 GFA
HOTEL MEETING SPACE:	8,200 GFA
STAIRS & CIRCULATION:	4,272 GFA
HOTEL ROOMS:	19,149 GFA
26 STANDARD ROOMS (465 SF)	
07 SUITES (744 SF - 1,216 SF)	
33 TOTAL UNITS / FLOOR	

FIRST FLOOR

RETAIL:	18,860 GFA
AMENITY:	1,608 GFA
WINTER GARDEN:	6,489 GFA
RESTAURANT:	8,200 GFA
HOTEL LOBBY:	2,350 GFA
STAIRS & CIRCULATION:	2,738 GFA

BUILDING 2C - OFFICE & APARTMENT

FIFTH - ELEVENTH FLOORS

MULTI-FAMILY:	11,500 GFA
04 ONE BED UNITS	
02 TWO BED UNITS	
04 THREE BED UNITS	
10 TOTAL UNITS / FLOOR	
STAIRS & CIRCULATION:	1,540 GFA

FOURTH FLOOR

MULTI-FAMILY:	13,750 GFA
04 STUDIO UNITS (528 SF - 749 SF)	
16 ONE BED UNITS (881 SF)	
20 TOTAL UNITS	
STAIRS & CIRCULATION:	2,250 GFA

THIRD FLOOR

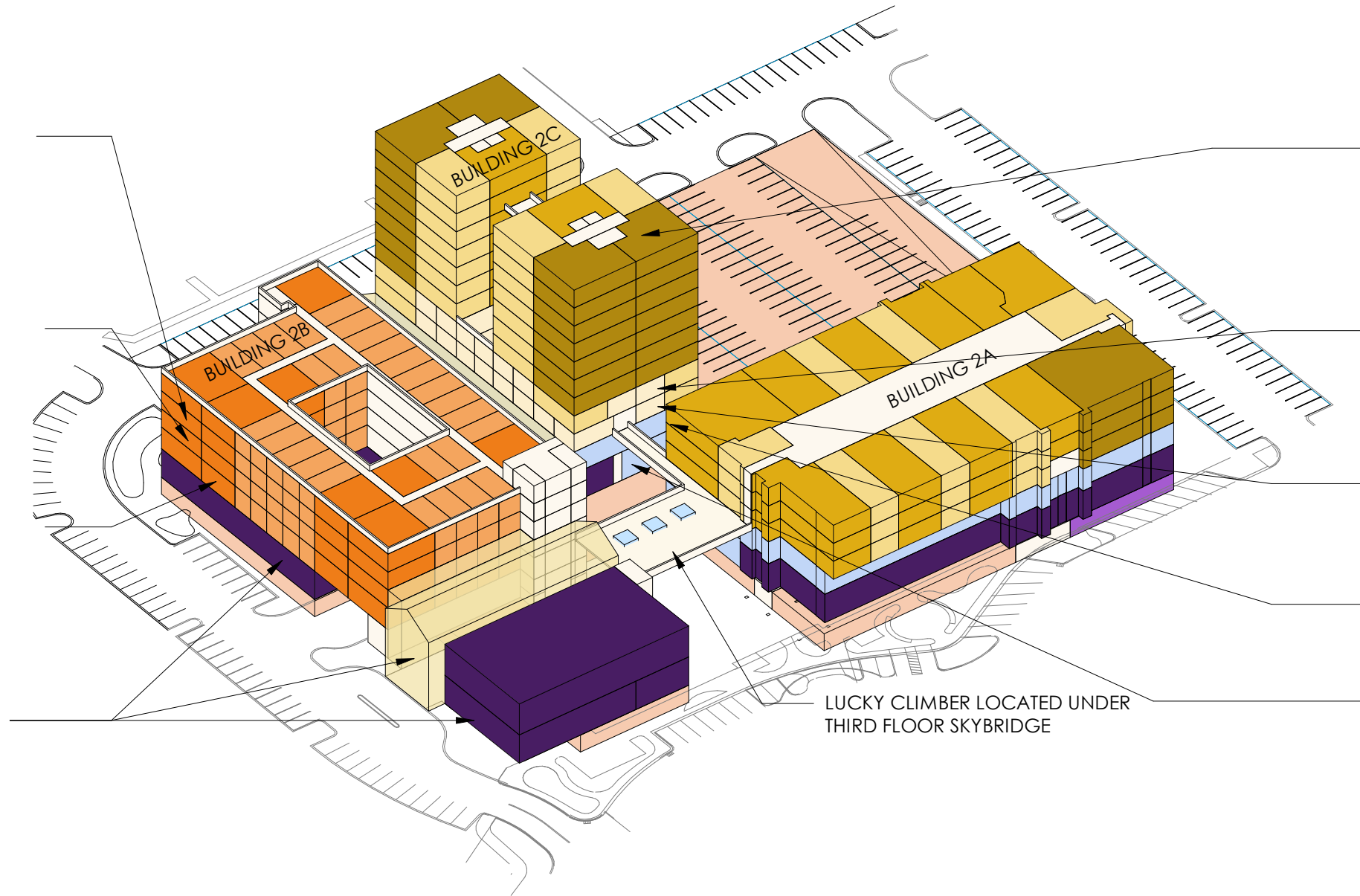
MULTI-FAMILY:	13,350 GFA
17 STUDIO UNITS (528 SF - 749 SF)	
03 ONE BED UNITS (881 SF)	
20 TOTAL UNITS	
STAIRS & CIRCULATION:	2,650 GFA

SECOND FLOOR

OFFICE:	14,857 GFA
STAIRS & CIRCULATION:	1,143 GFA

FIRST FLOOR

RETAIL:	4,780 GFA
OFFICE:	8,660 GFA
STAIRS & CIRCULATION:	2,560 GFA



LEGEND

STANDARD HOTEL ROOMS	AMENITY
SUITE HOTEL ROOMS	LUCKEY CLIMBER
COMMERCIAL / RESTAURANT	PARKING GARAGE
OFFICE	BUILDING SERVICES
WINTER GARDEN & PROMENADE	STAIR & CIRCULATION
	RES. STUDIO UNIT
	RES. ONE BED UNIT
	RES. TWO BED UNIT
	RES. THREE BED UNIT

BUILDING 2B: HOTEL

TOTAL AREA:	147,865 GFA
TOTAL ROOMS:	136 ROOMS

BUILDING 2C: OFFICE AND APARTMENT

TOTAL AREA:	155,350 GFA
TOTAL ROOMS:	110 UNITS

BUILDING 2A - OFFICE, RETAIL & CONDOS

FOURTH - FIFTH FLOORS

MULTI-FAMILY: 28,061 GFA
 07 ONE BED UNITS (778 -1,031 SF)
 10 TWO BED UNITS (1,095 - 2,320 SF)
 01 THREE BED UNITS (2,813 SF)
18 TOTAL UNITS / FLOOR

VOID: 5,084 GFA
 STAIRS & CIRCULATION: 3,161 GFA

THIRD FLOOR

MULTI-FAMILY: 26,179 GFA
 07 ONE BED UNITS (778-1,031 SF)
 09 TWO BED (1,095 - 2,320 SF)
 01 THREE BED UNITS (2,813 SF)
17 TOTAL UNITS

AMENITY: 4,778 GFA
 STAIRS & CIRCULATION: 5,352 GFA

SECOND FLOOR

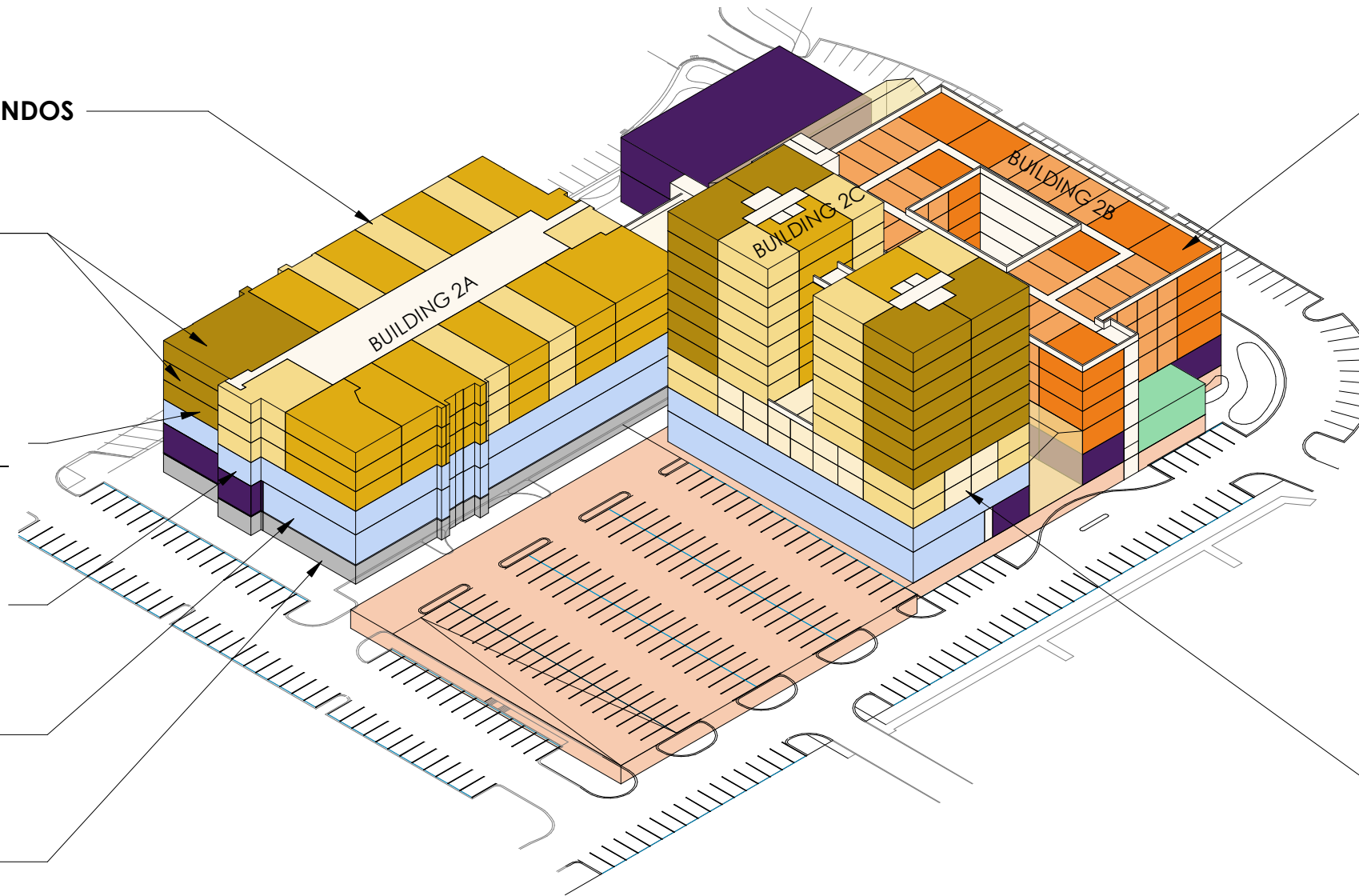
OFFICE: 28,557 GFA
 STAIRS & CIRCULATION: 5,973 GFA
 VOID: 1,076 GFA

FIRST FLOOR

RETAIL: 6,884 GFA
 RESTAURANT: 3,541 GFA
 OFFICE : 15,439 GFA
 STAIRS & CIRCULATION: 8,664 GFA

GARAGE

UNCONDITIONED SPACE: 19,222 GFA
 CONDITIONED SPACE: 11,509 GFA
 STAIRS/CIRCULATION: 4,074 GFA
 BUILDING SERVICES: 1,871 GFA



BUILDING 2B - HOTEL

BUILDING 2C - OFFICE & APARTMENT

THE FOUNTAINS

*BUILDING 2A - MIXED-USE

GROSS FLOOR AREA:	
LEVEL 00	36,676 GFA
CONDITIONED SPACE:	11,509 GFA
UNCONDITIONED SPACE:	19,222 GFA
STAIR AND CIRCULATION:	4,074 GFA
BUILDING SERVICES:	1,871 GFA
LEVEL 01	34,528 GFA
RETAIL:	6,884 GFA
RESTAURANT:	3,541 GFA
OFFICE:	15,439 GFA
STAIRS AND CIRCULATION:	8,664 GFA
LEVEL 02	35,606 GFA
OFFICE:	28,557 GFA
STAIRS AND CIRCULATION:	5,973 GFA
VOID	1,076 GFA
LEVEL 03	36,309 GFA
MULTI-FAMILY:	26,179 GFA
AMENITY:	4,778 GFA
STAIRS AND CIRCULATION:	5,352 GFA
LEVELS 04 - 05	36,306 GFA
MULTI-FAMILY:	28,061 GFA
VOID:	5,084 GFA
STAIRS AND CIRCULATION:	3,161 GFA
TOTAL BUILDING AREA:	215,731 GFA

BUILDING AREA BREAKDOWN:

RETAIL/RESTAURANT:	22,242 GFA
OFFICES:	43,996 GFA
MULTI-FAMILY:	82,301 GFA
AMENITY/VOID:	16,022 GFA
STAIRS AND CIRCULATION:	34,418 GFA
PARKING:	19,222 GFA

RES. UNITS MATRIX:

ONE BED	21 UNITS (778 - 1,031 SF) 40%
TWO BED	29 UNITS (1,095 - 2,320 SF) 55%
THREE BED	3 UNITS (2,813 SF) 5%
TOTAL:	53 UNITS

*SEE CONSTRUCTION DOCUMENTS FOR ACCURATE SQUARE FOOTAGES.
 **SQUARE FOOTAGES ARE SUBJECT TO CHANGE PER THE FINAL DESIGN.

**BUILDING 2B - HOTEL

GROSS FLOOR AREA:	
LEVEL 01	40,184 GFA
RETAIL:	18,860 GFA
AMENITY:	1,608 GFA
WINTER GARDEN:	6,489 GFA
RESTAURANT:	8,200 GFA
HOTEL LOBBY:	2,350 GFA
STAIRS AND CIRCULATION:	2,738 GFA
LEVEL 02	33,229 GFA
HOTEL ROOMS:	19,149 GFA
AMENITY:	1,608 GFA
HOTEL MEETING SPACE:	8,200 GFA
STAIRS AND CIRCULATION:	4,272 GFA
LEVEL 03	24,797 GFA
HOTEL ROOMS:	19,149 GFA
AMENITY:	1,608 GFA
STAIRS AND CIRCULATION:	4,040 GFA
LEVELS 04 - 05	24,797 GFA
HOTEL ROOMS:	20,757 GFA
STAIRS AND CIRCULATION:	4,040 GFA
TOTAL BUILDING AREA:	147,865 GFA

BUILDING AREA BREAKDOWN:

RETAIL/RESTAURANT:	27,060 GFA
WINTER GARDEN:	6,489 GFA
HOTEL MEETING SPACE:	8,200 GFA
HOTEL SPACES:	79,812 GFA
AMENITY:	3,216 GFA
STAIRS AND CIRCULATION:	19,130 GFA

HOTEL ROOMS MATRIX:

STANDARD HOTEL ROOMS	106 ROOMS (465 SF) - 78%
SUITE HOTEL ROOMS	30 ROOMS (744 SF - 1,216 SF) - 22%
TOTAL:	136 ROOMS

**BUILDING 2C - OFFICE & APARTMENT

GROSS FLOOR AREA:	
LEVEL 01	16,000 GFA
RETAIL:	4,780 GFA
OFFICE:	8,660 GFA
STAIRS AND CIRCULATION:	2,560 GFA
LEVEL 02	16,000 GFA
OFFICE:	14,857 GFA
STAIRS AND CIRCULATION:	1,143 GFA
LEVEL 03	16,000 GFA
MULTI-FAMILY:	13,350 GFA
STAIRS AND CIRCULATION:	2,650 GFA
LEVEL 04	16,000 GFA
MULTI-FAMILY:	13,750 GFA
STAIRS AND CIRCULATION:	2,250 GFA
LEVELS 05 - 11	13,040 GFA*
MULTI-FAMILY:	11,500 GFA
STAIRS AND CIRCULATION:	1,540 GFA
TOTAL BUILDING AREA:	155,280 GFA

*LEVEL 05 - 11 CALCULATIONS COMBINE BOTH TOWERS

BUILDING AREA BREAKDOWN:

RETAIL:	4,780 GFA
OFFICE:	23,517 GFA
MULTI-FAMILY:	107,600 GFA
STAIRS & CIRCULATION:	19,383 GFA

RES. UNITS MATRIX:

STUDIOS	33 UNITS (528 SF - 749 SF) 30%
ONE BED	35 UNITS (881 SF) 32%
TWO BED	14 UNITS (1,145 SF) 13%
THREE BED	28 UNITS (1,421 SF) 25%
TOTAL:	110 UNITS

ADDITIONAL SQUARE FOOTAGES

GROSS FLOOR AREA:	
PARKING	93,584 GFA
FIRST FLOOR PROMENADE	7,360 GFA
THIRD FLOOR SKYBRIDGE	4,859 GFA



THE FOUNTAINS

ARCHITECTURAL CHARACTER

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It is recognized that new materials and new uses for materials will continue to be developed. Materials not specifically approved herein may be considered for use on buildings if samples and supporting information are provided to the Planning Staff and the Planning Commission for consideration. Architectural standards set forth in the Murfreesboro Design Guidelines and GDO requirements will be taken into consideration and all new buildings will be presented to and approved by the GDO committee.

PHASE 2 BUILDING 2A (ATRIUM AT FOUNTAINS - MIXED-USE) (EAST ELEVATION)

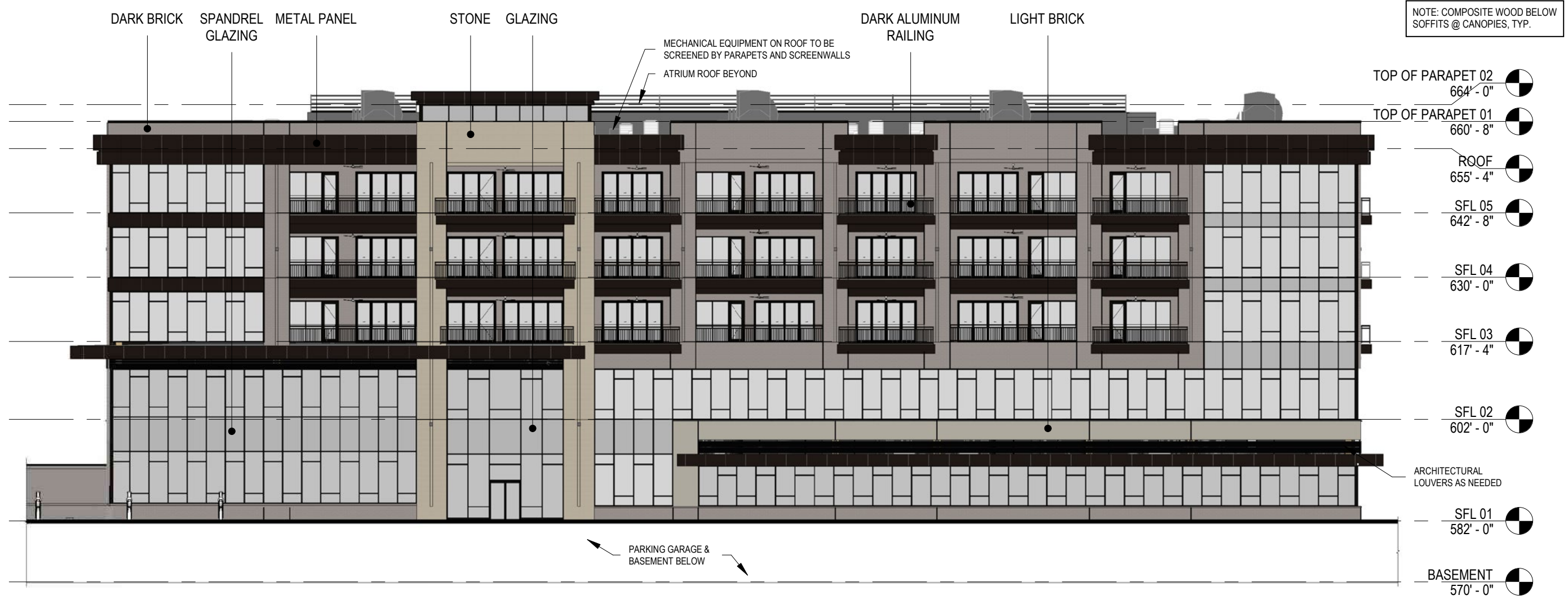


MATERIAL PERCENTAGES:

MASONRY	24.8%
GLASS	49.5%
OTHER	25.6%

PHASE 2 BUILDING 2A (ATRIUM AT FOUNTAINS - MIXED-USE)

(WEST ELEVATION)



MATERIAL PERCENTAGES:

MASONRY	28.1%
GLASS	47.1%
OTHER	24.8%

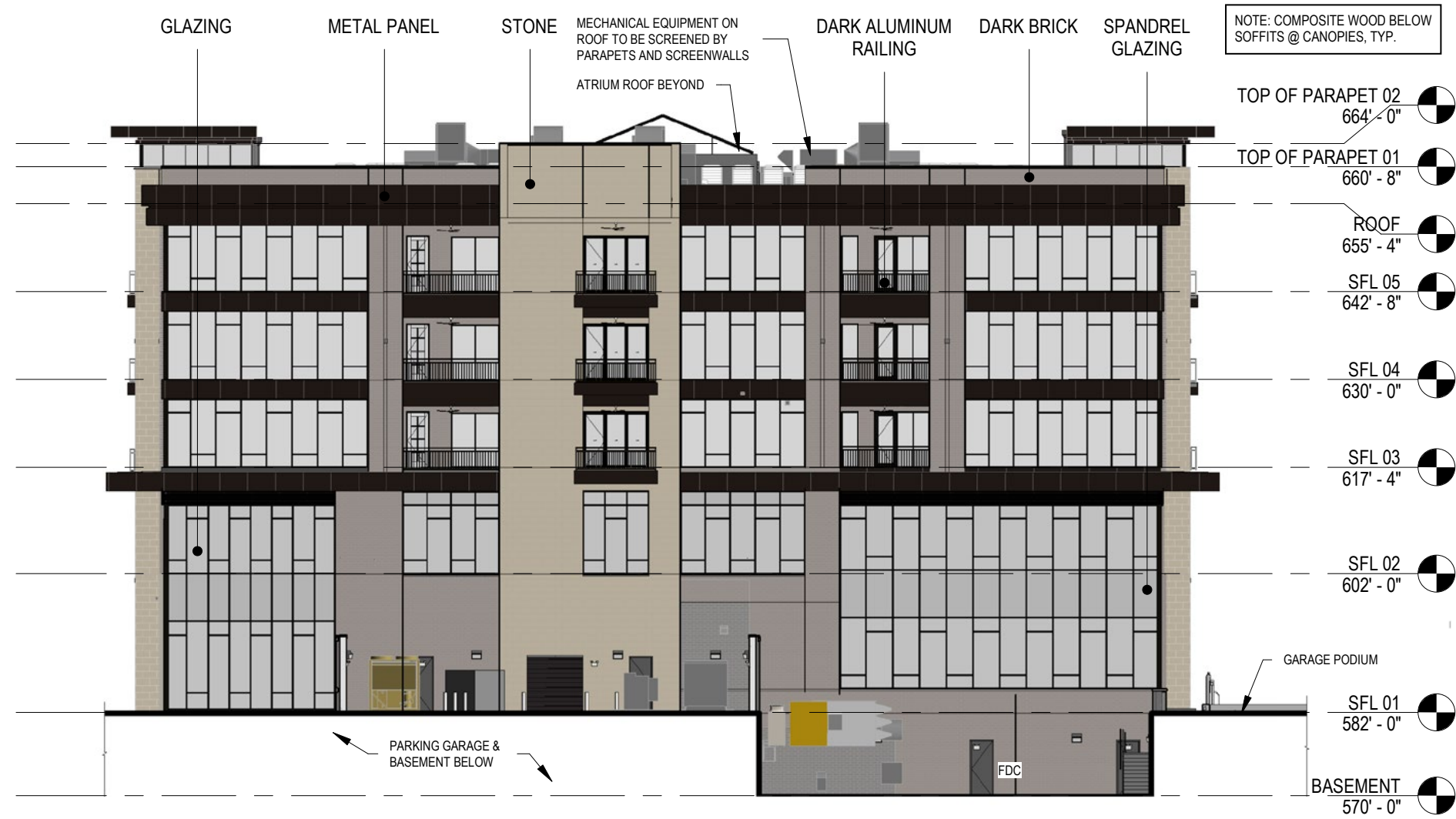
THE FOUNTAINS

ARCHITECTURAL CHARACTER

d

PHASE 2 BUILDING 2A (ATRIUM AT FOUNTAINS - MIXED-USE)

(NORTH ELEVATION)

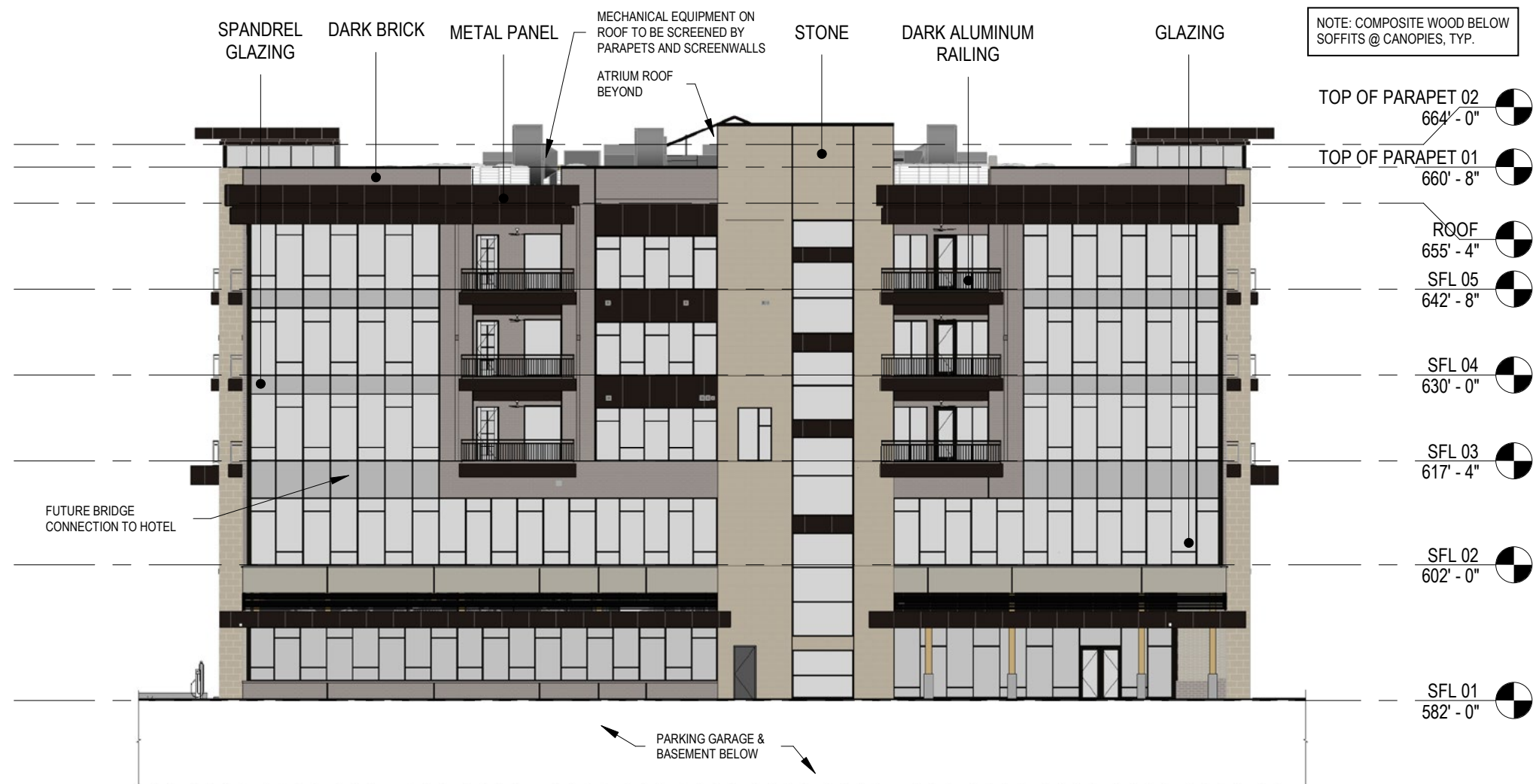


MATERIAL PERCENTAGES:

MASONRY	38.2%
GLASS	42.5%
OTHER	19.3%

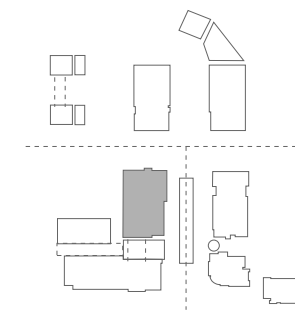
PHASE 2 BUILDING 2A (ATRIUM AT FOUNTAINS - MIXED-USE)

(SOUTH ELEVATION)



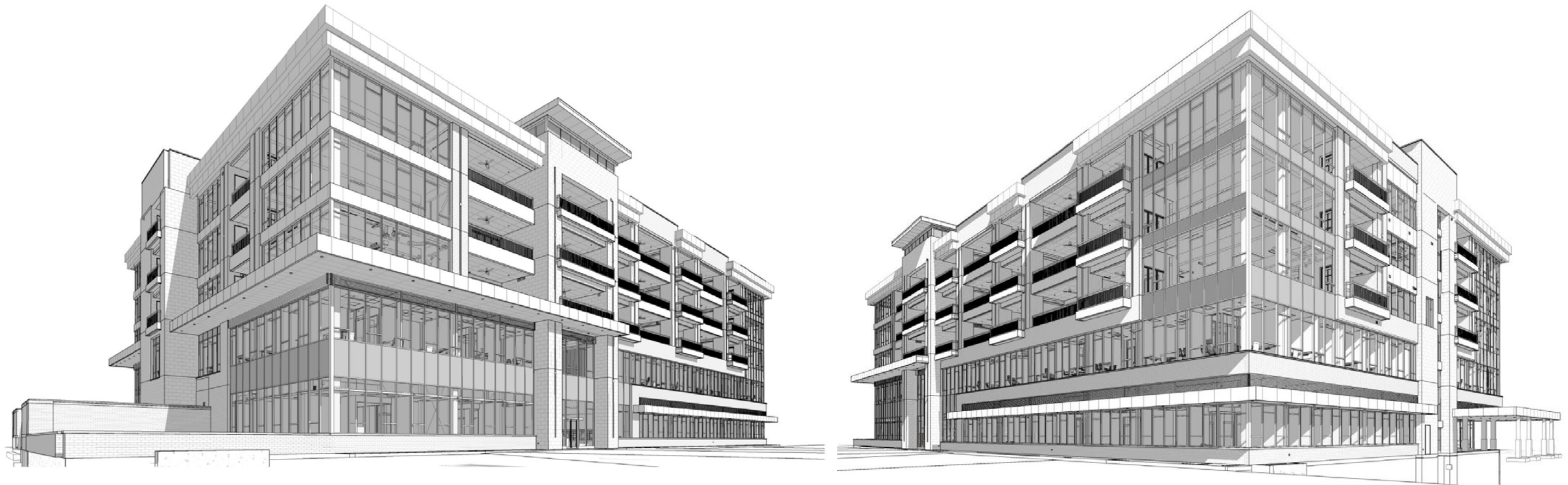
MATERIAL PERCENTAGES:

MASONRY	28.7%
GLASS	50.7%
OTHER	20.7%



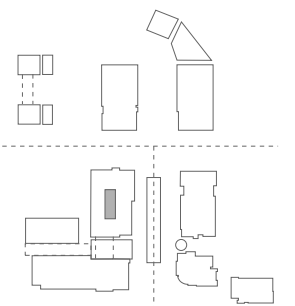
THE FOUNTAINS

PHASE 2 BUILDING 2A (ATRIUM AT FOUNTAINS - MIXED-USE)



PHASE 2 BUILDING 2A (INTERNAL ATRIUM)

These photographic examples depict general concepts of amenities in Phase 2. They are not intended to depict final landscaping or site design and they do not capture every use or scenario permitted in these areas. Design is subject to change upon site plan review.



THE FOUNTAINS

MATERIALS ACROSS CAMPUS

The earth-tone blend of materials currently used on the Fountains at Gateway Phase I will be integrated into the future phases. Materials include stone and brick as primary masonry materials, and wood and metal applications as secondary and tertiary materials.



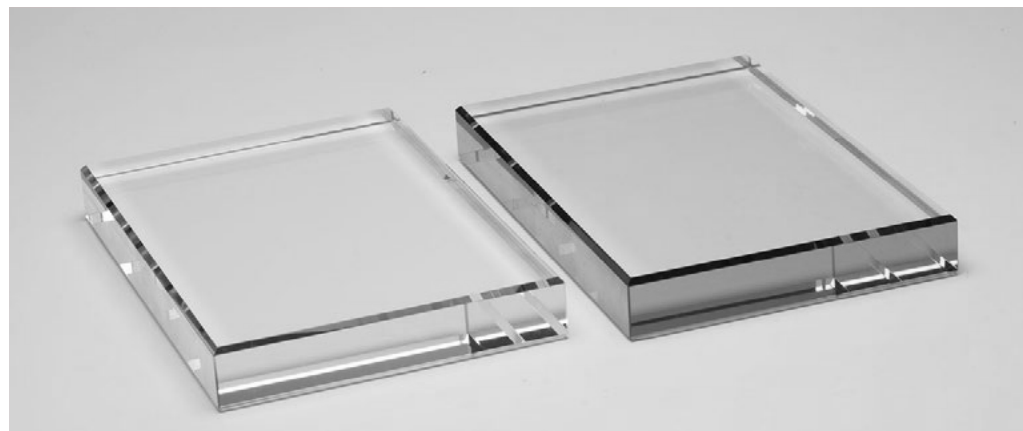
PRIMARY MATERIALS



STONE



BRICK

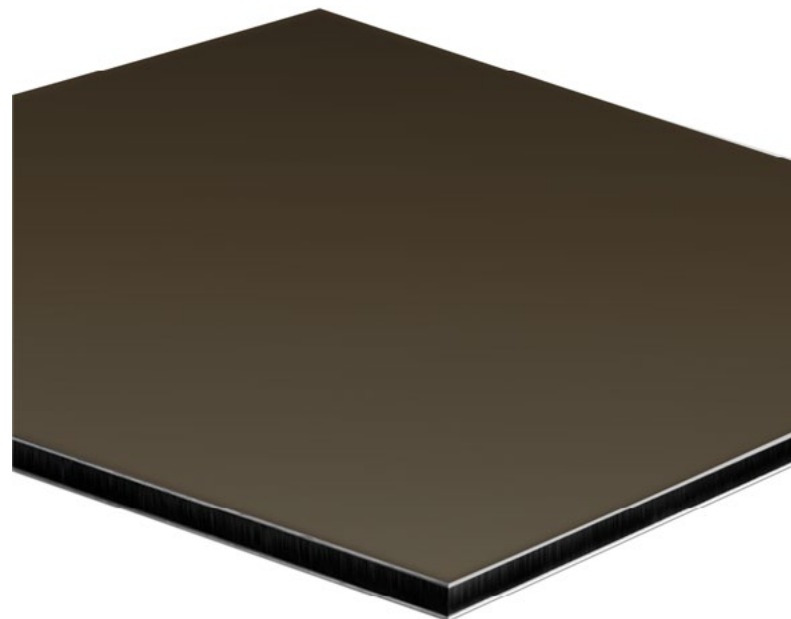


GLASS

SECONDARY MATERIALS



MASS TIMBER



ACM

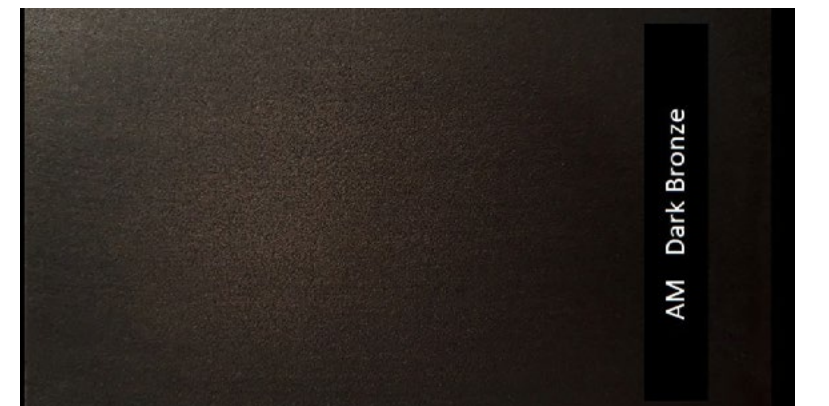
TERTIARY MATERIALS



FIBERCEMENT WOOD



STONE WATERTABLE



OTHER METALS

THE FOUNTAINS

PHASE 2 BUILDING 2B (BOUTIQUE HOTEL)

These photographic examples depict general concepts of building architectural character in buildings on Phases 2 and 3. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

PROGRAM

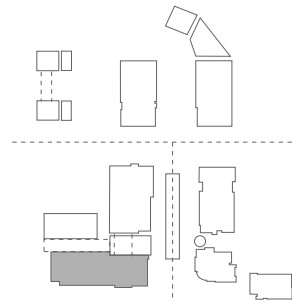
The Boutique Hotel in Phase 2 shall include a comprehensive amenity program for the guests. Elements of the amenity program shall include:

- Winter Garden that incorporates seating area that is open to the restaurant and the hotel and has foliage within the space for an interior winter garden
- Open air Skybridge designed to be built as part of building 2B and connecting to building 2A which includes a pool, green spaces and fire pit
- Interior event venue with exterior deck and views
- Restaurant and retail

CONCEPT

Building 2B is a hub for visitors to stay on campus and engage. The facade visually interacts with Medical Center Parkway, inviting visitors to come in to the site. Users experience the promenade outside of the building as well as the winter garden that is open to the interior of the building.

The material of building 2B is a blend of the existing masonry on phase 1 and wood elements as well as secondary materials inclusive of glass and metal applications.

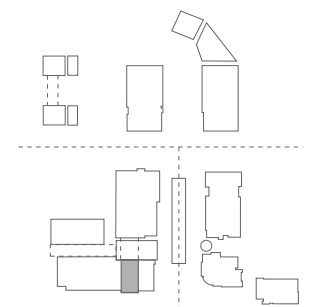


PHASE 2 BUILDING 2B AMENITIES (WINTER GARDEN & SKYBRIDGE)

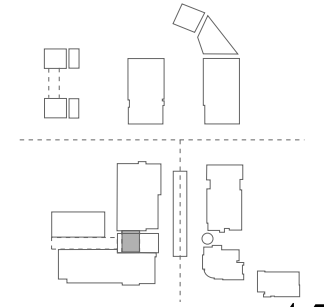
These photographic examples depict general concepts of amenities in Phase 2. They are not intended to depict final landscaping or site design and they do not capture every use or scenario permitted in these areas. Design is subject to change upon site plan review.



WINTER GARDEN



SKYBRIDGE



THE FOUNTAINS

PHASE 2 BUILDING 2C (MIXED-USE)

These photographic examples depict general concepts of building architectural character in buildings on Phases 2 and 3. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

PROGRAM

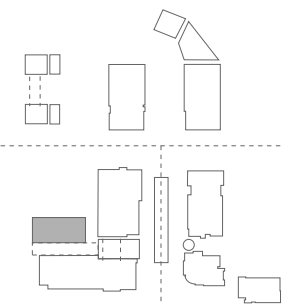
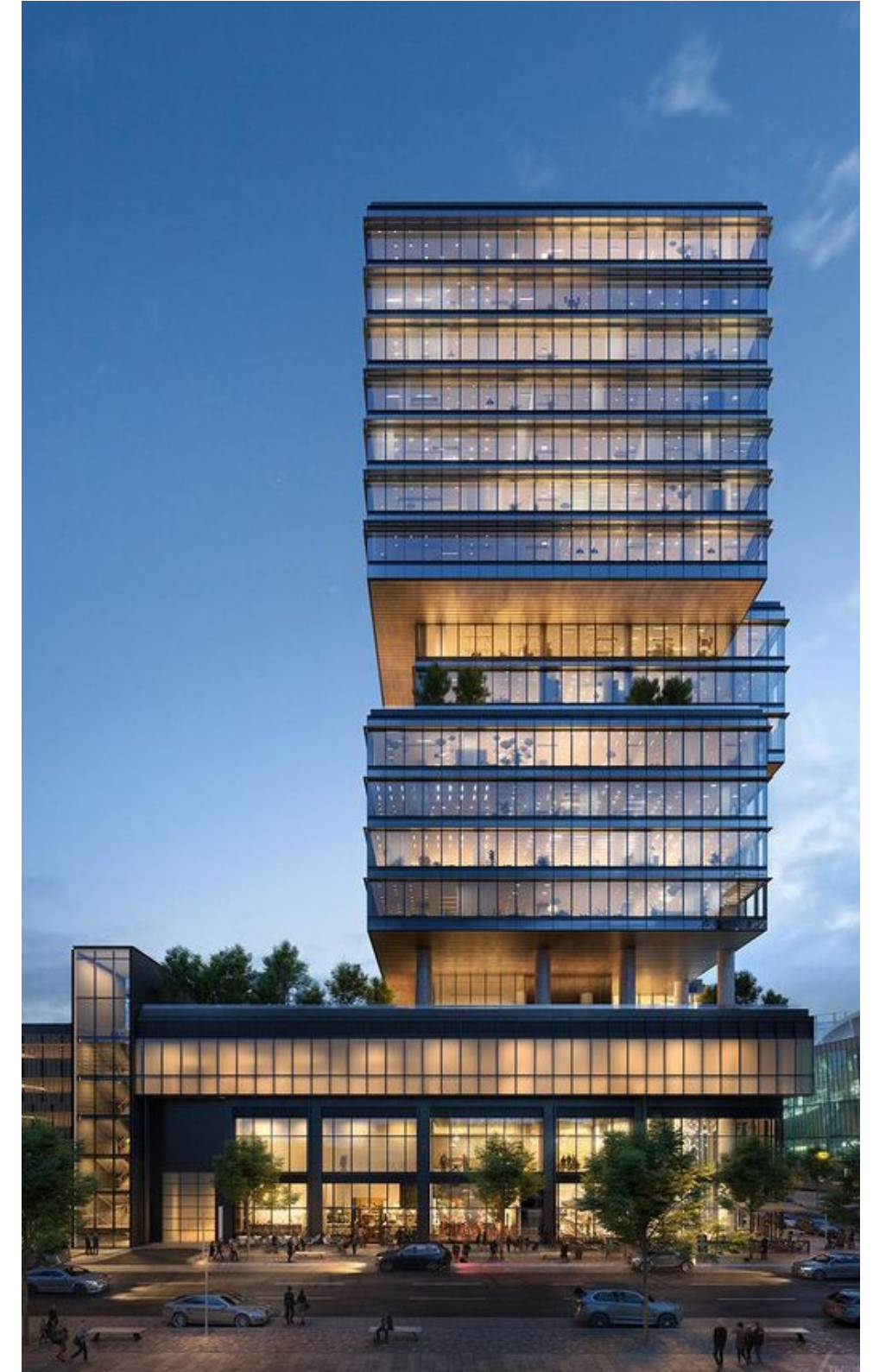
Building 2C is a mixed-use building in Phase 2 and shall include a comprehensive amenity program for the guests. Elements of the amenity program shall include:

- Outdoor covered promenade connecting buildings 2B and 2C

CONCEPT

Building 2C is the last building of Phase 2 and is the closing link of the Mixed-use fabric of this phase. It is situated adjacent to buildings 2A and 2B, locking in the "hub" feel of the promenade connecting buildings 2B and 2C.

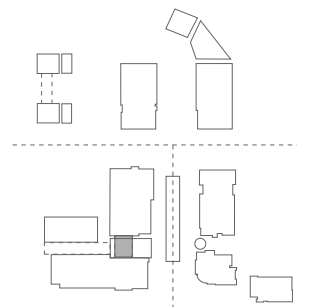
The material of the building is a blend of the existing masonry on phase 1 as well as secondary materials inclusive of glass and metal applications. Natural light is a driving factor in the experience of the users. Hence, ample glazing is used to allow for natural light to seep through the building.





PHASE 2C AMENITIES
("THE DISTRICT")

THE FOUNTAINS



PHASES 3 BUILDINGS 3C, & 3D (RESIDENTIAL TOWERS)

These photographic examples depict general concepts of building architectural character in buildings on Phases 2 and 3. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

PROGRAM

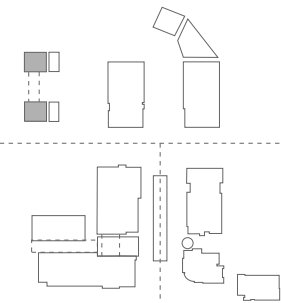
The two towers are 10 stories tall and include roughly 50 units each which are a combination of 1 bed, and 2 bed units. The Residential Towers in phases 2 and 3 shall include a comprehensive amenity program for the guests. Elements of the amenity program shall include:

- Open air Skybridge designed to connect buildings 3C and 3D which include a pool, green spaces, and seating areas

CONCEPT

Buildings 3C and 3D are the pinnacles of all buildings in height as they tower to roughly a 150 feet tall. Seen from all phases, these towers capture beautiful views for the residents and celebrate the indoor/outdoor user experience.

The material of the buildings are a blend of the existing masonry on phase 1 as well as secondary materials inclusive of glass, metal and wood applications. Natural light is a driving factor in the experience of the users. Hence, ample glazing and screens are used to allow for natural light to seep through the building.



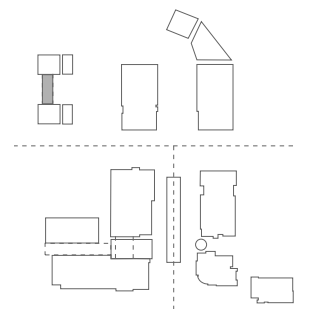


PHASES 3 BUILDINGS 3C, & 3D AMENITIES (BRIDGE)

These photographic examples depict general concepts of amenities in Phase 3. They are not intended to depict final landscaping or site design and they do not capture every use or scenario permitted in these areas. Design is subject to change upon site plan review.



THE FOUNTAINS



PHASE 3 BUILDING 3A (MIXED-USE)

These photographic examples depict general concepts of building architectural character in buildings on Phases 2 and 3. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

PROGRAM

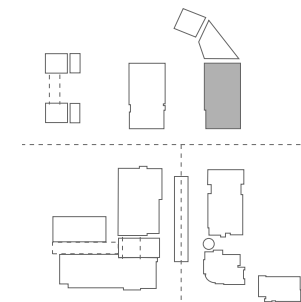
Building 3A is a mass timber Mixed-Use building comprised of retail, office, and residential uses. The building shall include a comprehensive amenity program for the private residents. Elements of the amenity program shall include:

- An atrium or courtyard space

CONCEPT

Similar to the proposed building 2A, this building introduces the delicate mixed-use fabric on Phase 3. Users experience layers of uses within the building.

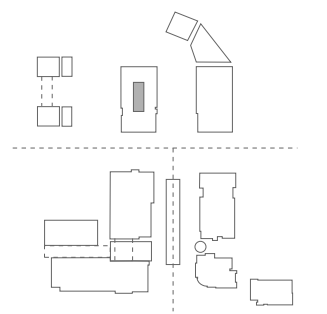
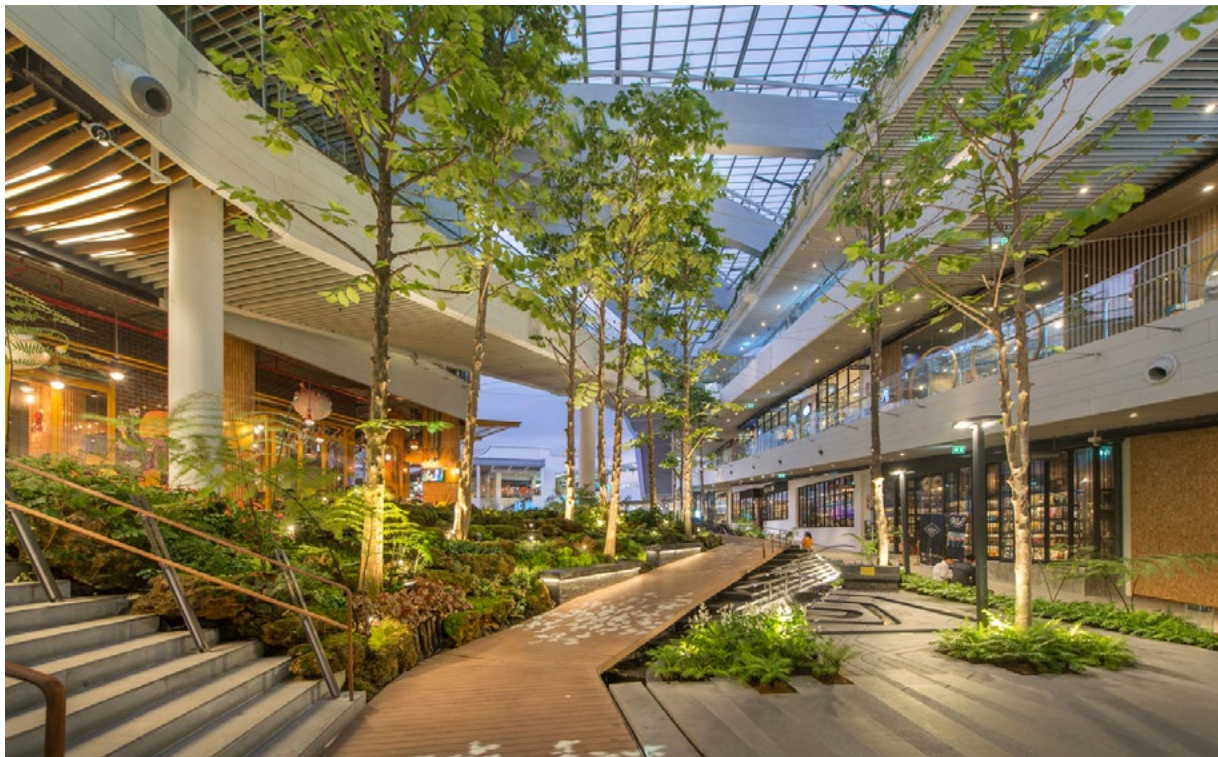
The materials of the building are a blend of the existing masonry on phase 1 as well as secondary materials inclusive of glass, metal and wood applications. Natural light is a driving factor in the experience of the users. Hence, ample glazing and screens are used to allow for natural light to seep through the building.





PHASE 3 BUILDING 3A AMENITIES (ATRIUM/COURTYARD)

These photographic examples depict general concepts of amenities in Phase 3. They are not intended to depict final landscaping or site design and they do not capture every use or scenario permitted in these areas. Design is subject to change upon site plan review.



THE FOUNTAINS

PHASE 3 BUILDING 3B (MIXED-USE OFFICE)

These photographic examples depict general concepts of building architectural character in buildings on Phases 2 and 3. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

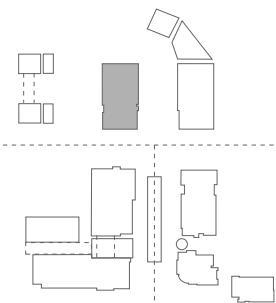
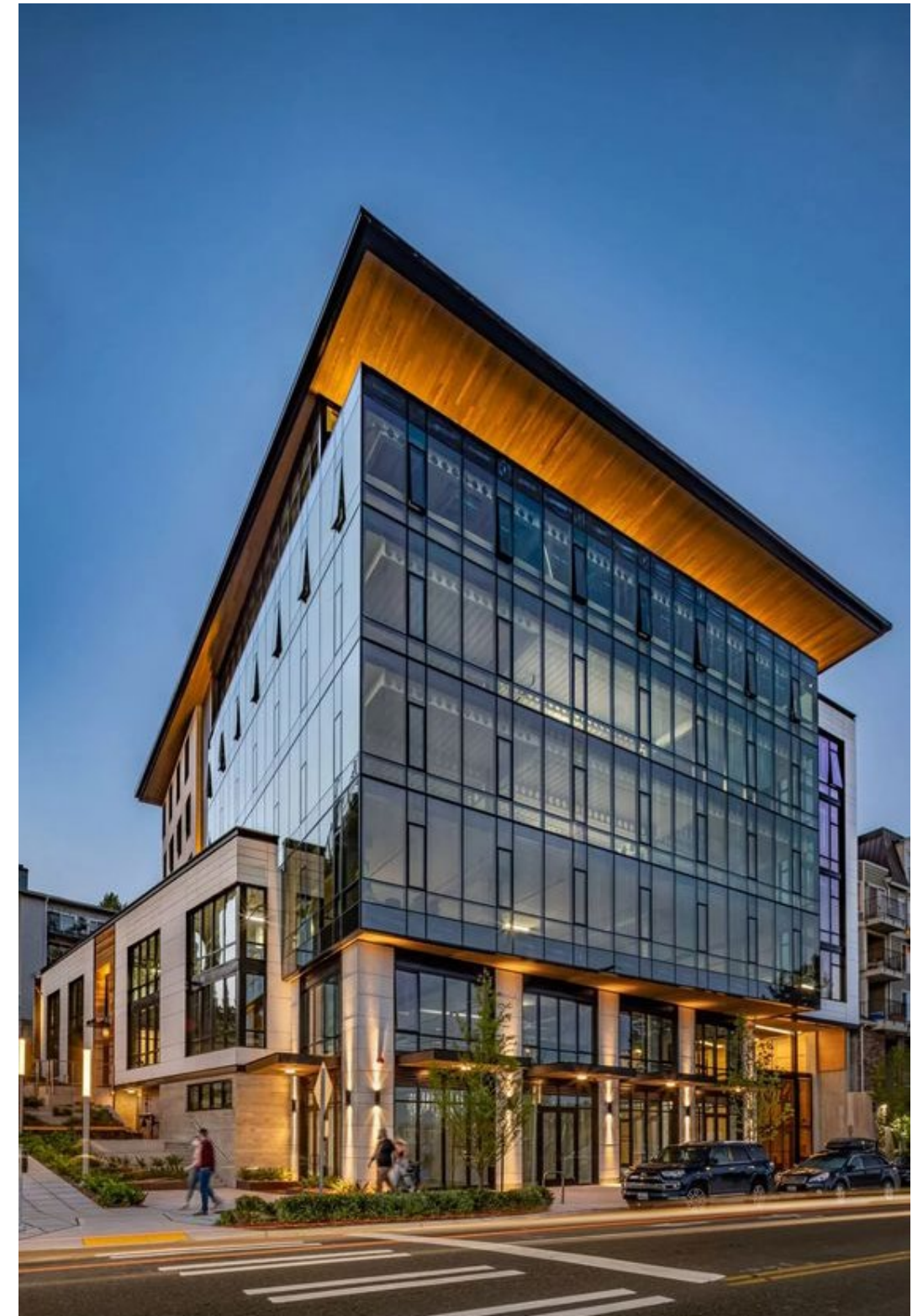
PROGRAM

Building 3B is a Mixed-use Office building with retail on the first floor.

CONCEPT

Office building 3B on Phase 3 allows for a centralized working space for tenants. Opportunities for a work shared space is available for end users as well as private spaces per tenant.

The materials of the building are a blend of the existing masonry on phase 1 as well as secondary materials inclusive of glass, metal and wood applications. Natural light is a driving factor in the experience of the users. Hence, ample glazing and screens are used to allow for natural light to seep through the building.





PHASE 3 BUILDING 3E (SIGNATURE RESTAURANT)

These photographic examples depict general concepts of building architectural character in buildings on Phases 2 and 3. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

PROGRAM

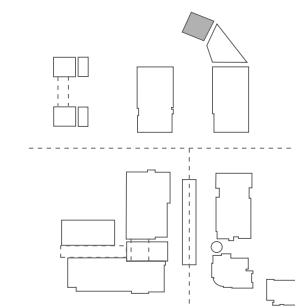
Building 3E is a stand-alone Signature Restaurant building. The building shall include a comprehensive amenity program for the guests. Elements of the amenity program shall include:

- Largest pocket park

CONCEPT

Beautiful horizontal planes drive users back into the site to experience this signature restaurant which is on axis with the central path. It becomes a focal point framed by the main entry to the site from Medical Center Parkway.

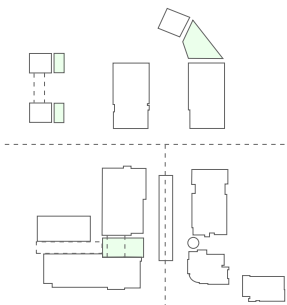
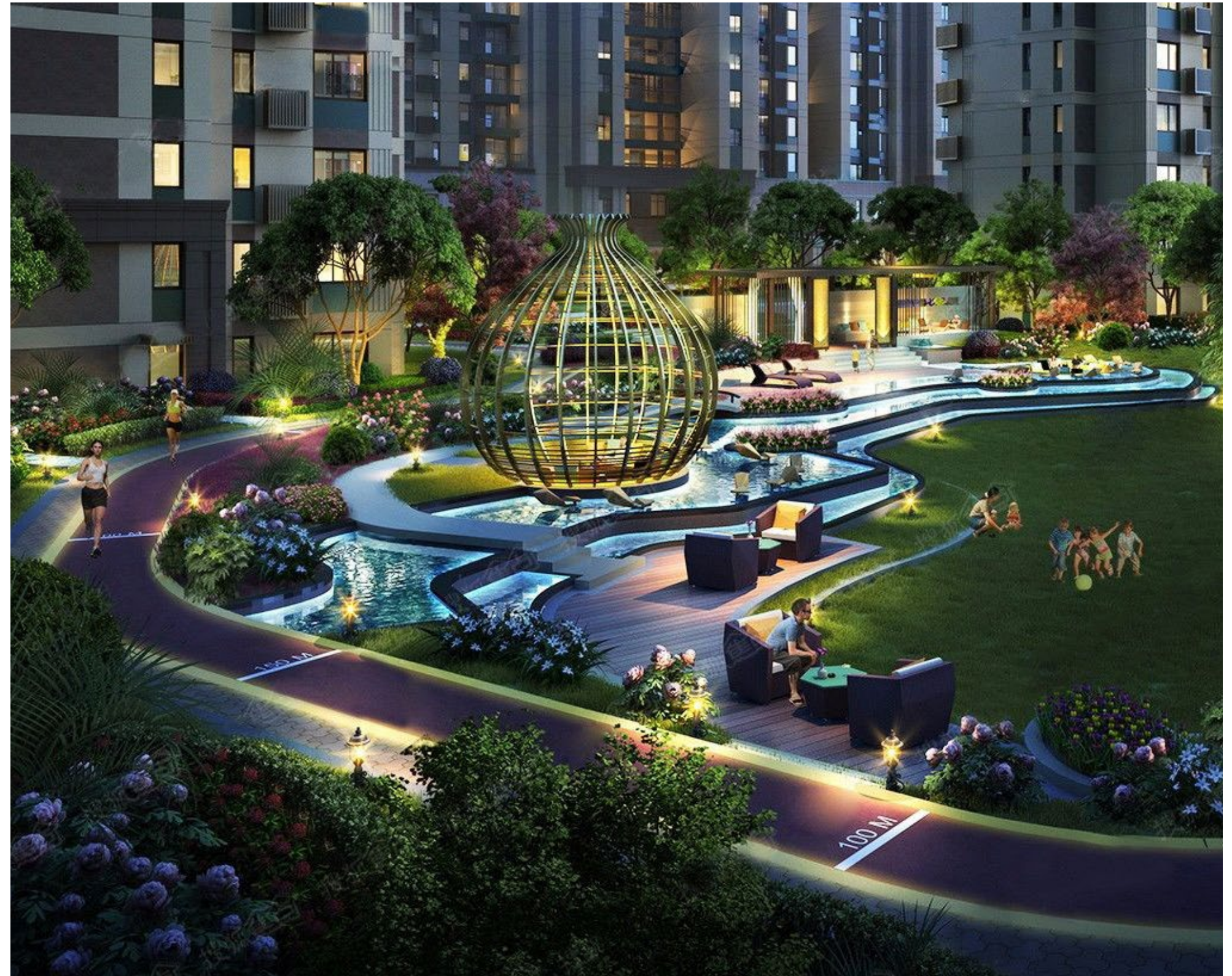
The materials of the building are a blend of the existing masonry on phase 1 as well as secondary materials inclusive of glass, metal and wood applications. Natural light is a driving factor in the experience of the users. Hence, ample glazing and screens are used to allow for natural light to seep through the building.



PHASES 2 & 3 POCKET PARKS

These photographic examples depict general concepts of pocket parks on Phases 2 and 3. They are not intended to depict final landscaping or site design and they do not capture every use or scenario permitted in these areas. Design is subject to change upon site plan review.

- The site has multiple opportunities for pocket parks and ample outdoor spaces that may include the following: a light park, water park, colorful activity park, active park, and urban park.





POCKET PARKS

These photographic examples depict general concepts of pocket parks. They are not intended to depict final landscaping or site design and they do not capture every use or scenario permitted in these areas. Design is subject to change upon site plan review.

THE FOUNTAINS

For all planned commercial, planned industrial developments and planned unit developments:

[1] a map showing available utilities, easements, roadways, rail lines and public rights-of-way crossing and adjacent to the subject property;

- *See Page 5 for available utilities and public rights-of-ways crossing and adjacent to the Fountains property.*

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

- *See Page 4 for natural resources map on and surrounding the Fountains property*

[3] a plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site or within two hundred feet of the subject property and the identification of the use thereof;

- *See Pages 2-3 for location map and existing conditions for the Fountains property.*

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

- *See Page 8 for proposed master plan*

[5] a circulation diagram indicating the proposed principal movement of vehicles, bicycles, goods, and pedestrians within the development to and from existing thoroughfares;

- *See Pages 16-17 for proposed vehicular and pedestrian circulation maps.*

[6] a development schedule indicating the stages in which the project will be built and when construction of the project can be expected to begin. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating: (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; and, (cc) the minimum area and the approximate location of common space and public improvements that will be required at each phase.

- *See Page 14 for phasing plan & schedule*

[7] a written statement generally describing the relationship of the planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article;

- *See Page 15 for community operations and management*

[8] a statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property;

- *See Page 10-12 for deviation request with PUD*

[9] a tabulation setting forth: (aa) maximum total square feet of building floor area proposed for commercial uses and for industrial uses, by general type of use; (bb) maximum total land area, expressed in acres and as a percent of the total development area, proposed to be devoted to commercial and/or industrial uses; minimum public and private open space; streets and offstreet parking and loading areas; and, (cc) a tabulation of the maximum floor area to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio).

- *See Page 13 for proposed Bulk Regulations*

[10] the nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article;

- *The site is located in the Gateway Design Overlay-3 and is not located within any flood hazard areas.*

[11] the location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time;

- *See Page 8 for proposed off-site improvements. Connections will be made to Kennedy and and Carl Adams drive and will be constructed to the City of Murfreesboro standards. Additionally, access easements to the east are being proposed as well as right-of-way dedication for the major transportation plans connection to West Northfield Boulevard.*

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

- *See Page 8 for contact information.*

[13] architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. And an exterior lighting plan; and,

- *See Pages 18-51 for conceptual architectural plans and renderings.*

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

- *Signage is exists currently with Phase 1, with subsequent phases the same signage would be constructed on the opposite side of the main entrance drive. See Page 8 & Page 20.*

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 10, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director Dev. Services
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Holly Smyth, Principal Planner
Amelia Kerr, 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 December 6, 2023 and December 13, 2023 Planning Commission meetings.

Mr. Shawn Wright made a motion to approve the December 6, 2023 and December 13, 2023 Planning Commission meetings; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones
Ken Halliburton
Jami Averwater

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 10, 2024

Zoning application [2023-421] for approximately 31.3 acres located along Medical Center Parkway, Williams Drive, and Tune Avenue to be rezoned from MU, GDO-3, and PSO to PUD (Fountains at Gateway), GDO-3, and PSO, Hearthstone Properties 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.

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Mr. Kevin Guenther (landscape architect), Mr. Scott Graby (developer), Mr. Matt Hamilton (landscape architect), and Mr. Tyler Thayer (architect) were all in attendance to represent the application. Mr. Tyler Thayer gave a presentation regarding 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 request; therefore, Chair Kathy Jones closed the public hearing.

The Planning Commission began discussing the proposal asking for additional information on the material mass timber. Mr. Tyler Thayer provided additional information on this material.

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Brian Prince and carried by the following vote:

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

Nay: None

ORDINANCE 24-OZ-02 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 31.3 acres located along Medical Center Parkway, Williams Drive and Tune Avenue from Mixed Use (MU), Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District to Planned Unit Development (PUD) District (Fountains at Gateway PUD), Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District; Hearthstone Properties, applicant, [2023-421].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Unit Development (PUD) District, Gateway Design Overlay Three (GDO-3) District and Planned Signage Overlay (PSO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Jennifer Brown
City Recorder

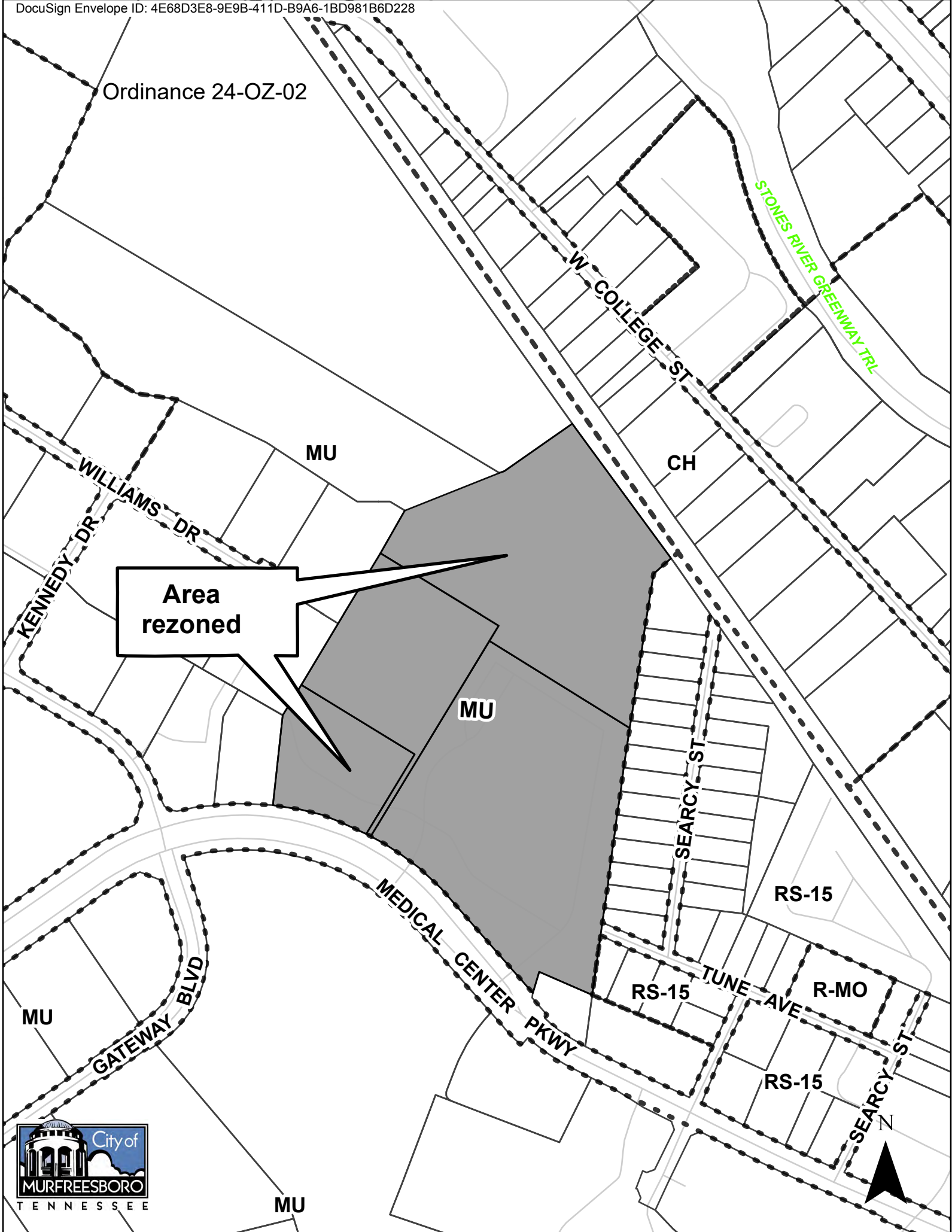
APPROVED AS TO FORM:

DocuSigned by:
Adam F. Tucker

43A2035E51F8401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 24-OZ-02



Area
rezoned



MU

COUNCIL COMMUNICATION

Meeting Date: 02/22/2024

Item Title: Bradley Academy, Mitchell-Neilson Elementary, Reeves-Rogers Elementary, and Discovery School Bleacher Renovations

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

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

Summary

Contract with Toadvine Enterprises, Inc. for bleacher replacements at Bradley Academy, Mitchell-Neilson Elementary, Reeves-Rogers Elementary, and Discovery School.

Staff Recommendation

Approve the contract with Toadvine Enterprises.

Background Information

The wooden bleachers have been used for many years at all four schools and their age and condition now present safety concerns. This procurement would occur through a cooperative purchasing agreement through The Interlocal Purchasing System with Interkal Products. Toadvine Enterprises is an authorized reseller of Interkal, allowing the purchase of these products and services through this agreement.

The total Bleacher Renovations Project costs, \$316,794, consists of four separate project amounts that include: \$65,404 for Bradley Academy, \$65,746 for Mitchell-Neilson Elementary, \$96,037 for Discovery School, and \$89,607 for Reeves-Rogers Elementary. All projects are funded by County shared bonds.

Council Priorities Served

Responsible budgeting

Proactive maintenance of the City's building, its largest asset classification, is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The expense, \$316,794, is funded from County shared bond proceeds.

Attachments

Agreement with Toadvine Enterprises, Inc.

**Agreement for
Purchase and Installation of Bleachers at Bradley Academy, Mitchell-Neilson
Elementary, Reeves-Rogers Elementary, and Discovery School**

This Agreement 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 (the "City"), and **Toadvine Enterprises, Inc.**, a corporation of the State of Kentucky and authorized reseller of Interkal products ("Contractor").

This Agreement consists of the following documents:

- This document
- TIPS (The Interlocal Purchasing System) Contract 23080101 with Interkal for Auditorium, Stadium, Field Seating, Bleacher, and Installation Services (the "TIPS Contract");
- Contractor's Proposal, dated January 23, 2024, for Bradley Academy, Contractor's Proposal dated January 4, 2024 for Mitchell-Neilson Elementary School, and Contractor's Proposal dated January 23, 2024 for Discovery School and Reeves-Rogers ("Contractor's Proposals");
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the goods and to perform the installation services as described in Contractor's Proposals for the installation of bleachers at the following schools:
 - Bradley Academy-511 Dr. Martin Luther King Boulevard, Murfreesboro, TN
 - Mitchell-Neilson Elementary School- 711 W Clark Boulevard, Murfreesboro, TN
 - Discovery School- 1165 Middle Tennessee Boulevard, Murfreesboro, TN
 - Reeves-Rogers Elementary School- 1807 Greenland Drive, Murfreesboro, TN
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will provide competent, suitably qualified personnel to perform the work as set forth in Contractor's Quotes. The Contractor will at all times maintain good discipline and order at the site.

2. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 3. All materials will be new, except as otherwise provided in the Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
 4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.
- d. Warranty and Guarantee. The Contractor warrants to the City that:
1. Unless otherwise provided for, all materials, machinery, and equipment used on the work shall be new, of the best quality in their kind and grade, and of the most efficient and effective design and type available for the purposes for which they are intended;
 2. All materials, machinery, and equipment conform in every respect with the specifications, drawings, approved samples, and other requirements of the Contract documents;
 3. Only such materials, machinery, and equipment shall be used on the work as have been produced or manufactured in accordance with the established and generally accepted standards for goods and workmanship of the type covered by the specifications and are of such a design and construction as to perform properly the function or work for which they are intended and to afford the maximum ease in upkeep and repair;
 4. The finish of the exterior surface of the materials, machinery and equipment used on the work shall be in accordance with the specifications, or if there are no applicable specifications, such finish shall be consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment; and,
 5. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the materials, machinery, and equipment or workmanship to be as warranted. Each warranty with respect to any items other than machinery and equipment, shall expire sixty (60) months from the date of receipt by the City of such items and, with respect to machinery and equipment, twenty-four (24) months after the date of initial operation of such machinery and equipment. The Contractor agrees to correct without expense to, and to the satisfaction of, the City, any defects that may develop in material, workmanship, and design during the period of such warranty.

The warranties set forth in this subsection are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or by the Contract documents.

- e. Subcontractors.
1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.
 2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create

any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.
 1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- h. Safety and Protection.
 1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - j. Background Checks. Contractor shall comply with T.C.A. § 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
 - k. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - l. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - m. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term**. The term of this Agreement shall be One Hundred Twenty (120) days from the Notice to Proceed. Contractor's services may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment**. Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's Proposals which reflects a cost of \$65,404.00 for Bradley Academy, a cost of \$65,746.00 for Mitchell-Neilson

Elementary, a cost of \$96,037.00 for Discovery School and a cost of \$89,607.00 for Reeves Rogers Elementary, which reflects a **total purchase price of \$316,794.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the 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. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Building and Codes Department or City designee, if applicable. 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.

4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

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.

6. **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:	If to Contractor:
City Manager	Sam Melchior
City of Murfreesboro	Toadvine Enterprises, Inc.
111 West Vine Street	P.O. Box 190
Murfreesboro, TN 37130	Fisherville, KY 40023
	sam@toadvine.com

7. **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.

8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. **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.
16. **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.
17. **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.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
19. **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.
20. **Tobacco Free Policy.** Pursuant to Murfreesboro City Board of Education Policy 1.803, the use of tobacco and tobacco products, including smokeless tobacco, are prohibited on all property of Murfreesboro City Schools.
21. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, 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 Bid, 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.

SIGNATURE PAGE FOLLOWS

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

CITY OF MURFREESBORO, TENNESSEE TOADVINE ENTERPRISES, INC.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By: Chris Tolley _____
~~Chris Tolley~~, Chief Operating Officer

Approved as to form:
DocuSigned by:
Adam F. Tucker _____
~~Adam F. Tucker~~, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

- 2. Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. **Certificates and Endorsements**

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. **Suppliers and Materialmen Coverages**

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. **Condition Precedent to Starting Work**

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

11. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

12. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

13. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

TOADVINE

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P.O. Box 190 • Fisherville, KY 40023 • Phone: 502-241-6010 • 1-877-211-6925 • Fax: 502-241-2288 • www.toadvine.com

PROPOSAL

TO: Bradley Academy
PROJECT: New Bleachers
LOCATION: Murfreesboro, TN 37129

DATE: 1/23/2024

T.I.P.S CONTRACT #: 23080101

Pricing Includes Material, Freight, and Installation **\$65,404.00**

MSRP: \$66,880.00

Pricing Includes:

- 1. (2) Banks 80'0" with 3 Rows
 - 10" Excel Seat Module (Color TBD)
 - 10 ¼" Rise / 24" Span
 - Manual Operation
 - Intermediate Steps & Foot Level Aisle w/Rail
 - Self-Storing End Rails
 - ADA Recoverable Notchouts Without Rails
- 2. Remove Existing Bleachers
 - Dumpster Included
 - (2) Banks, 82' Each, Wall Attached

NOTE: Bleachers must ship no later than May 2024

NOTE: Pricing assumes removal is done during the same mobilization as the installation.

NOTE: Our installation team will need uninterrupted access to the Gym for the duration of removal and installation.

Exclusions and Clarifications:

- 1. Architectural Fees
- 2. Floor protection beyond standard tarp
- 3. Any Liquidated, Consequential and/or Actual Damages clauses.
- 4. All electrical work – By Others
- 5. Patching and Painting
- 6. Any equipment not specified in pricing listed above
- 7. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster, leaving the premises broom clean and orderly.

TERMS: Net 30 Days

RESPECTFULLY,
Toadvine Enterprises

By *Sam Melchior*

ACCEPTED: _____

(name)

(date)

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time. Pricing assumes delivery no later than **September, 2024**. Delivery beyond this date shall require a Change Order for any additional escalation fees that are incurred to Toadvine Enterprises by the manufacturer.



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PROPOSAL

TO: Mitchel-Neilson ES
PROJECT: Mitchel-Neilson ES New Bleachers
LOCATION: Murfreesboro, TN 37129

DATE: 1/4/2024

T.I.P.S CONTRACT #: 23080101

Pricing Includes Material, Freight, and Installation **\$65,746.00**
MSRP: \$66,671.00

Pricing Includes:

1. (2) Banks 79'9" with 3 Rows
 - 10" Excel Seat Module (Color TBD)
 - 10 1/4" Rise / 24" Span
 - Manual Operation
 - Intermediate Steps & Foot Level Aisle w/Rail
 - Self-Storing End Rails
 - ADA Recoverable Notchouts Without Rails
2. Remove Existing Bleachers
 - Dumpster Included
 - (2) Banks, 80' Each, Wall Attached

NOTE: Bleachers must ship no later than May 2024

NOTE: Pricing assumes removal is done during the same mobilization as the installation.

NOTE: Our installation team will need uninterrupted access to the Gym for the duration of removal and installation.

Exclusions and Clarifications:

1. Architectural Fees
2. Floor protection beyond standard tarp
3. Any Liquidated, Consequential and/or Actual Damages clauses.
4. All electrical work – By Others
5. Patching and Painting
6. Any equipment not specified in pricing listed above
7. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster, leaving the premises broom clean and orderly.

TERMS: Net 30 Days

RESPECTFULLY,
Toadvine Enterprises

By *Sam Melchior*

ACCEPTED: _____

(name)

(date)

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time. Pricing assumes delivery no later than **September, 2024**. Delivery beyond this date shall require a Change Order for any additional escalation fees that are incurred to Toadvine Enterprises by the manufacturer.



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PROPOSAL

TO: Murfreesboro City Schools
PROJECT: Indoor Bleachers
LOCATION: Murfreesboro, TN

BID DATE: 12/20/2023
DATE: 1/23/2024
ADDENDUMS: N/A

T.I.P.S CONTRACT #: 23080101

QUARTER 3 PRICING

TIPS PRICING/ Material, freight, and installation **\$185,643.00**

1. **DISCOVERY SCHOOL: \$96,037.00**

- (2) Banks of 77' Long x 5 Rows which include all the below:
 - i. 10" Excel Plastic Seat Modules
 - ii. 10.25" x 24"
 - iii. Self Storing Aisle Rails AND End Rails
 - iv. ADA Notchouts
 - v. Vinyl End Curtains
 - vi. Limit Switches
 - vii. Seat Numbers and Row Letters
 - viii. Motorized
 - ix. **MSRP: \$115,425.00**

2. **Reeves Rodgers: \$89,607.00**

- (1) Bank of 83' x 8 Rows which include all the below:
 - i. 10" Excel Plastic Seat Modules
 - ii. 10.25" x 24"
 - iii. Self Storing Aisle Rails AND End Rails
 - iv. ADA Notchouts
 - v. Vinyl End Curtains
 - vi. Limit Switches
 - vii. Seat Numbers and Row Letters
 - viii. Motorized
 - ix. **MSRP: \$99,450.00**

Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Architectural Fees
3. Any Liquidated, Consequential and/or Actual Damages clauses.
4. **All electrical work – By Others**
5. Patching and Painting
6. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster, leaving the premises broom clean and orderly.

TERMS: Net 30 Days

RESPECTFULLY,
Toadvine Enterprises
By *Sam Melchior*

ACCEPTED: _____
(name)

(date)



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COUNCIL COMMUNICATION

Meeting Date: 02/22/2024

Item Title: Bulk Purchase of Petroleum Products Contract Renewal

Department: Fleet Services

Presented by: Kyle Lingo, Assistant Director Fleet Service

Requested Council Action:

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

Summary

Contract Amendment for renewal of contract for the bulk purchase of petroleum products to be used in all City vehicles and equipment.

Staff Recommendation

Approve the contract amendment for renewal.

Background Information

Fleet Services has been purchasing bulk petroleum products for use in the maintenance of City vehicles and equipment. Renewal of this contract will help maintain cost effective maintenance and repairs.

Council Priorities Served

Responsible budgeting

Securing necessary supplies that are consistently utilized in the Department's operations under an agreement for bulk purchases minimizes the long-term costs of the supplies.

Fiscal Impact

Expenditures under the agreement are dependent of the Department's needs and are funded by the Fleet Services' annual operating budget.

Attachments

Contract Amendment (Renewal of Bulk Purchase of Petroleum Products)

**AMENDMENT # 1 TO
CONTRACT FOR BULK PURCHASE OF PETROLEUM PRODUCTS
BETWEEN
THE CITY OF MURFREESBORO
AND
HUNTER OIL COMPANY**

This First Amendment (“First Amendment”) to the Contract entered April 21, 2023, (“Contract”), is effective as of _____, by and between the City of Murfreesboro (“City”), a municipal corporation of the State of Tennessee, and Hunter Oil Company, a Corporation of the State of Tennessee (“Contractor”).

WHEREAS, the City of Murfreesboro entered into a contract with Hunter Oil Company on April 21, 2023, for Bulk Purchase of Petroleum Products in accordance with the Bid Specifications set forth in ITB-48-2023 – Bulk Purchase of Petroleum Products and any Addendums issued to ITB-48-2023; and,

WHEREAS, the term of the contract between the City and Contractor is currently from April 21, 2023 to April 20, 2024; and,

WHEREAS, the City wishes to extend the contract term until April 20, 2025.

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the contract to April 20, 2025.
2. This is first of two (2) one-year renewals. City will have one (1) more year renewal remaining.
3. All other terms of the contract shall remain the same.

CITY OF MURFREESBORO

Shane McFarland, Mayor

HUNTER OIL COMPANY

DocuSigned by:

John Shirley

John Shirley, Pricing Manager

Approved as to form:

DocuSigned by:

Adam F. Tucker

Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/22/2024

Item Title: Murfreesboro Transit Center Contingency Allowance Allocation

Department: Project Development Department

Presented by: Darren Gore, Assistant City Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Report of Murfreesboro Transit Center contract contingency allowance.

Staff Recommendation

The contingency report of use of the allowance is provided as information only.

Background Information

The attached change control log identifies the change requests, through change control forms, and tracks the allowance allocations issued through field work change directives. Note that this work change directive no. 2, 3 and 4 do not change the contract price or contract time. The final contract price and number of working days will be adjusted accordingly in the final balancing change order at the end of the project.

Council Priorities Served

Expand infrastructure

Constructing a Transit Center will allow for continued improvement and expansion of transit services.

Fiscal Impact

The amount of the increased expense, \$47,737, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843.

Attachments

Change Control Log and Forms

CHANGE CONTROL LOG

Owner: City of Murfreesboro
Project Name: Murfreesboro Transit Center
Contract No.: Enter No.
Arch/Eng: HDR Engineering, Inc.
Contractor: Rock City Construction Co LLC

Original Contract Amount:	\$ 17,145,843.00
Adjusted Contract Amount:	\$ 17,845,843.00
Contingency Allowance Amount:	\$ 700,000.00
Adjusted Contingency Allowance Amount:	\$ 652,262.77

CCF No.	Bried Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-)	Adjusted Contingency Amount
2	ADD-MTE Fees over Allowance	CCR	CONTRACTOR	APPROVED		12/6/2023	12/6/2023	2/14/2023	0	\$ (27,121.18)	\$ (2,443.00)	\$ 672,878.82
3	ADD-Irrigation Change to spray heads	CCR	CONTRACTOR	APPROVED		12/6/2023	12/6/2023	2/14/2023	0	\$ (2,676.05)	\$ (5,119.05)	\$ 670,202.77
4	ADD-GAS Fees over Allowance	CCR	CONTRACTOR	APPROVED		1/5/2024	1/5/2024	2/14/2023	0	\$ (17,940.00)	\$ (23,059.05)	\$ 652,262.77
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
Totals									0	\$ (47,737.23)		\$ 652,262.77



Notes:

1. Enter note.
2. Enter note.
3. Enter note.



A Contract Times
 Extension Requires
 City Council Approval

Abbreviations
 RFP = REQUEST FOR PROPOSAL
 FO = FIELD ORDER
 WCD = WORK CHANGE DIRECTIVE
 CCR = CONTRACTOR CHANGE REQUEST



CHANGE CONTROL FORM NO. 2

Date Issued:	February 14, 2024	Project:	Murfreesboro Transit Center
Project No.:	6230020	Contractor:	Rock City Construction Co LLC
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input type="checkbox"/> Work Change Directive <input checked="" type="checkbox"/> Contractor Change Request			
Description of Change (<i>attach necessary supporting documentation</i>): MTE Fees were greater than the contract allowance. MTE Fee Allowance-\$25,000, MTE Fee Actual-\$48,583.64=Delta of \$23,584.64 Total=27,121.18			
Initiated By: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative			
Drawing(s) Reference: N/A		Spec. Reference: N/A	
RFI Reference: N/A		Date of RFI: N/A	
Attachments: PCO #002			
REQUEST FOR PROPOSAL/CHANGE REQUEST			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
<input checked="" type="checkbox"/> No Change in Contract Amount is Required		<input type="checkbox"/> A Change in Contract Amount is Required:	
<input checked="" type="checkbox"/> No Change in Contract Time is required		<input type="checkbox"/> A Change in Contract Time is Required:	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.			
AUTHORIZING SIGNATURES			
ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:
DocuSigned by: 	DocuSigned by: 		
944019E8F8D640B...	C5E9E8T66E5F40Z...		
Neal Corbett	Joe Hyken - Rock City Construction		
(print name)	(print name)	(print name)	(print name)
Date: 2/14/2024	Date: 2/14/2024	Date: _____	Date: _____

CHANGE CONTROL FORM NO. 3

Date Issued:	February 14, 2024	Project:	Murfreesboro Transit Center
Project No.:	ITB-07-2023	Contractor:	Rock City Construction Co LLC
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input type="checkbox"/> Work Change Directive <input checked="" type="checkbox"/> Contractor Change Request			
Description of Change (<i>attach necessary supporting documentation</i>): Change the current irrigation system from drip heads to spray heads. (ADD-\$2,676.05)			
Initiated By: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative			
Drawing(s) Reference: N/A		Spec. Reference: N/A	
RFI Reference: N/A		Date of RFI: N/A	
Attachments: PCO #003			
REQUEST FOR PROPOSAL/CHANGE REQUEST			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
<input checked="" type="checkbox"/> No Change in Contract Amount is Required		<input type="checkbox"/> A Change in Contract Amount is Required:	
<input checked="" type="checkbox"/> No Change in Contract Time is required		<input type="checkbox"/> A Change in Contract Time is Required:	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.			
AUTHORIZING SIGNATURES			
ENGINEER:	CONTRACTOR:	OWNER:	RESIDENT PROJECT REPRESENTATIVE:
DocuSigned by: 	DocuSigned by: 		
<small>944019E8F8D640B...</small> Neal Corbett	<small>C5E9E8T66E5F402...</small> Joe Hyken - Rock City Construction		
_____ (print name)	_____ (print name)	_____ (print name)	_____ (print name)
Date: 2/14/2024	Date: 2/14/2024	Date: _____	Date: _____

CHANGE CONTROL FORM NO. 4

Date Issued:	February 14, 2024	Project:	Murfreesboro Transit Center
Project No.:	ITB-07-2023	Contractor:	Rock City Construction Co LLC
This Document is a: <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Field Order <input type="checkbox"/> Work Change Directive <input checked="" type="checkbox"/> Contractor Change Request			
Description of Change (<i>attach necessary supporting documentation</i>): Gas Trenching was greater than the allowance. Add-\$17,940.00			
Initiated By: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Engineer <input type="checkbox"/> Owner <input type="checkbox"/> Resident Project Representative			
Drawing(s) Reference: N/A		Spec. Reference: N/A	
RFI Reference: N/A		Date of RFI: N/A	
Attachments: PCO #004			
REQUEST FOR PROPOSAL/CHANGE REQUEST			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
<input checked="" type="checkbox"/> No Change in Contract Amount is Required		<input type="checkbox"/> A Change in Contract Amount is Required:	
<input checked="" type="checkbox"/> No Change in Contract Time is required		<input type="checkbox"/> A Change in Contract Time is Required:	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.			
AUTHORIZING SIGNATURES			
ENGINEER: DocuSigned by:  944019E8F8D640B... Neal Corbett _____ (print name) Date: 2/14/2024	CONTRACTOR: DocuSigned by:  C5E9E8166E5F402... Joe Hyken - Rock City Construction _____ (print name) Date: 2/14/2024	OWNER: _____ _____ (print name) Date: _____	RESIDENT PROJECT REPRESENTATIVE: _____ _____ (print name) Date: _____

COUNCIL COMMUNICATION

Meeting Date: 02/22/2024

Item Title: Street Department Purchase of LeeBoy Grader

Department: Street Department

Presented by: Raymond Hillis, Executive 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

Purchase of one LeeBoy Grader for Street Department from Power Equipment Company.

Staff Recommendation

Approve the purchase of one LeeBoy Grader from Power Equipment Company.

Background Information

During the snow event of January 2024, an accident occurred where a motor vehicle struck our existing grader while it was in operation, totaling the equipment entirely. The proposed purchase is required for multiple Street Department's operations. The LeeBoy Grader is a versatile piece of equipment that the Department will utilize for snow removal, drainage, and future road maintenance projects.

State statute and Council Resolution authorizes cooperative purchases. Purchase of the LeeBoy Grader is contracted through Sourcewell to provide the most competitive prices for the department's needs.

Council Priorities Served

Responsible Budgeting

Purchasing necessary equipment keeps us on trend with the newest employee safety items and allows efficient operations to provide required customer service.

Fiscal Impact

Funding for this purchase totaling \$241,612 will be coming from the Risk Management Fund.

Attachments

1. City Contract with Power Equipment Company
2. Price quote for LeeBoy Grader from Power Equipment Company

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
POWER EQUIPMENT COMPANY
FOR PURCHASE OF LEEBOY 685D MOTOR GRADER
WITH ACCESSORIES AS LISTED**

This Contract is entered into and effective as of the _____, 2024 ("Effective Date") by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **POWER EQUIPMENT COMPANY**, a corporation of the State of Tennessee and authorized dealer of LeeBoy products and equipment ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Sourcewell's Contract with LeeBoy #06122-VTL, hereinafter "Sourcewell Contract"*
- *Price Quote from Power Equipment Company dated January 24, 2024, for a LeeBoy 685D Motor Grader with Accessories as Listed, hereinafter "Contractor's Quote"*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, the Sourcewell Contract*
- *Fourth, Contractor's Quote*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase: **One (1) LeeBoy 685D Motor Grader with Accessories as Listed** and as set forth in the Sourcewell Contract and Contractor's Quote.
2. **Term.** The term of this contract shall be from the Effective Date to the expiration of the Sourcewell Contract on August 1, 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 is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.**

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for **One (1) LeeBoy 685D Motor Grader with Accessories as Listed, including freight and delivery, for a Total Purchase Price of Two Hundred Forty-One Thousand, Six Hundred Eleven Dollars and Seventy Cents (\$241,611.70)**. 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. All invoices should be sent to accountspayable@murfreesborotn.gov.
- b. Deliveries and pick-up of all items for the Street Department shall be made within 30 days of issuance of Purchase Order to Attn: Tracy Brown – Street Department – 620 W. Main Street, Murfreesboro, TN 37130. Contact Person Tracy Brown (tel. 615-893-4380; email: tbrown@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contract documents. 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 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.

4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications and 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 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
111 West Vine Street
Murfreesboro, TN 37130

If to the Contractor:
Jeff Walker
Power Equipment Co.
1487 Rock Springs Rd.
Kingsport, TN 37664
Jeff_Walker@branco.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.

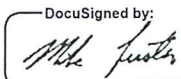
- 17. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
- 18. **Force Majeure.** No party has any liability to the other hereunder by reason of 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, 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. **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.

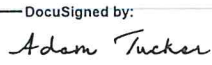
CITY OF MURFREESBORO

POWER EQUIPMENT COMPANY

By: _____
Shane McFarland, Mayor

DocuSigned by:

By: _____
3DB2UA9DB3FE41U...
Mike Luster, Vice President/
Regional Sales Manager

APPROVED AS TO FORM:

DocuSigned by:


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



Awards Contract

Quoted For:

Dealer: Power Equipment

Date: 1/24/2024

SOURCEWELL Contract #: **060122-VTL**

685D Motor Grader

All 685D Motor Graders are equipped with: Tier 4 Final engine, 11-ft x 21-in Sliding/tilting Moldboard, Moldboard Float Control, Circle Turn Cushion Valve, Front Headlights, Front and Rear Turn Signals & LED Working Lights, LED Amber Safety Strobe Light, Vandalism Package, Fail-Safe Park Brake, Dynamic Braking System, Pump De-stroke for Secondary Braking, Back-up Alarm, Tilt Steering Column, Bogie Rear Axle with Robust Gear Drive, Left/Right and Center Rear-View Mirror Package, High Temp/Low Oil Pressure Shutdown, Horn, Defrost, Fan, Slow Moving Vehicle Sign, and Full Color LCD Display including: Engine RPM, Engine Temperature, Hydraulic Oil Temperature, Battery Voltage, Percent Engine Load, DEF Level, Fuel Level, Oil Pressure, Engine Hours, and Engine Diagnostics. Cab Models Add: Heater and Front Wiper.

TOTAL LIST PRICE BASE UNIT:

Cab	\$	246,473.00
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Options:

Air Conditioning (Cab model only)	\$	6,998.00
8'x16" Front Blade includes Blade Float Control	\$	8,117.00
Radio/CD/Speaker - Cab Install (Cab model only)	\$	1,352.00
Rear Wiper and Washer (Cab model only)	\$	1,292.00
Cold Weather Engine Package	\$	781.00

TOTAL:	\$	265,013.00
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SOURCEWELL DISCOUNT (10%)	- \$	26,501.30
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TOTAL SOURCEWELL LIST PRICE:	\$	238,511.70
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FREIGHT SPECIAL ONE TIME PRICING (good for 2 days from the date quoted):	\$	3,100.00
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TOTAL PRICING DELIVERED TO AGENCY:	\$	241,611.70
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COUNCIL COMMUNICATION

Meeting Date: 2/22/2024

Item Title: Contract with GenFare, LLC
Department: Transportation – Transit
Presented by: Russ Brashear, Assistant Transportation Director
Requested Council Action:

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

Summary

Contract for electronic fare box purchase and mechanic training.

Staff Recommendation

Approve Contract with GenFare, LLC

Background Information

In 2019 Council approved the purchase of 9 electronic fare boxes for the existing bus fleet. Our new fleet count with the arrival of new buses is 12 and thus 3 additional fareboxes are needed. In addition, training is needed for the current fleet mechanic staff to properly maintain the fareboxes and extend their useful life.

The cost of the fareboxes, training, and extended 5-year warranty is \$71,200.

Council Priorities Served

Responsible budgeting

Electronic fare box equipment eliminates the necessity of Drivers handling cash.

Fiscal Impact

The expenditure, \$71,200, is funded by the Department’s FY24 budget.

Attachments

Contract with GenFare, LLC. (pending Legal approval)

**FIRST AMENDMENT
TO CONTRACT BETWEEN CITY OF MURFREESBORO
AND GENFARE**

This First Amendment (“First Amendment”) to the Contract is made effective as of the date of execution by and among Genfare, LLC, a Delaware limited liability company (“Contractor”) and the City of Murfreesboro (the “City”), a municipal corporation of the State of Tennessee.

RECITALS

WHEREAS, SPX Corporation (“SPX”) and the City entered into that certain Contract Between City of Murfreesboro and Genfare, a Division of SPX Corporation for the Next Generation Fare System Solutions and its Related Products and Services (the “Contract”) for the City’s purchase of certain hardware, software and/or components and the license for their use, effective April 25, 2019;

WHEREAS, SPX has undergone an internal corporate restructuring, and in connection with the restructuring, SPX and Contractor executed a Contribution Agreement on May 20, 2022 resulting in the assignment of the Contract from SPX to Genfare;

WHEREAS Section 22.1 of the Contract allows for modification of the Contract by written consent of both parties;

WHEREAS, Section 2.1 of the Contract states the Contract has a term of five years from the Effective Date, ending on April 25, 2024;

WHEREAS, the parties wish to extend the term of the Contract in connection with City’s desire to purchase additional equipment, training, and warranty per the Contract and Contractor’s Proposal, attached hereto as Exhibit A, for a price of \$71,200.42

WHEREAS, pursuant to Section 19 of the Contract, the Contract may only be assigned with the consent of the City;

WHEREAS, the City and Contractor now wish to memorialize the modification of the terms of the Contract and Contractor’s assumption of all rights, duties, and obligations of SPX under the Contract.

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

1. **Term**: The term of the Contract is hereby renewed for a period of three (3) years, effective April 25, 2024 through April 25, 2027.
2. **Price Proposal**: The Proposal attached hereto as Exhibit A (the “Proposal”) shall allow for the purchase of three (3) additional FAST FARE FAREBOXES, Extended Warranty (solely on the 3 additional FAST FARE FAREBOXES), and Training and is incorporated into this First Amendment (and, for the avoidance of doubt, the Contract) by reference, as if fully stated therein.
3. **Assumption by Contractor**: Contractor hereby assumes all of SPX’s rights, duties, and obligations under the Contract.
4. **No Other Amendment or Modification**: Except as provided herein, the parties make no other modifications or amendments, and all other terms, covenants, and conditions of the Contract shall continue in full force and effect.
5. **Successors and Assigns**. The terms of this Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.
6. **Counterparts**. This Amendment may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument. Each party represents to the other that the

execution and delivery of this Amendment by such party have been properly authorized and that all signatures hereon are genuine.

ENTERED this the ____ day of _____, 2024.

CITY OF MURFREESBORO

GENFARE, LLC

By: _____
Shane McFarland, Mayor

By: _____
Eric Kaled, President

Approved as to form:

Adam F. Tucker, City Attorney

EXHIBIT A

“PROPOSAL”

[Follows]

Sales Quotation

Sold-To-Party
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Ship-To-Party
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Information
Sales Quote No. 5044540
Document Date 08/22/2023
Customer No. 1800
Currency USD
Contact Name Russ Brashear
Phone 615-893-6441
FAX
EMAIL rbrashear@murfreesborotn.gov
Validity Start Date 08/22/2023
Validity End Date 12/20/2023
Req Ship Date 12/20/2023

End User
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Please check your records and make sure that our name reads as Genfare, LLC. We are no longer GFI Genfare or Genfare, a division of SPX Corporation. We can only accept POs under the name of Genfare, LLC. Fastfare includes Fast Fare Electronic Validating Farebox (31"). Includes Operator Control Unit, 2-D Bar Code Reader, Ticket Receipt Issuing Machine-TRIM, Swipe Card Reader, WiFi, J1708 Cable/License, and Smart Card.

Item	Material	Quantity	Price	Amount
10	FASTFARE 36" FAST FARE FBOX (TRiM,BCR,OPSCR,WIFI)	3 EA	18,756.00 USD	56,268.00
With the following configuration				
	OCU MOUNTING SHAFT LENGTH CHAR	6 INCH RAM (STD)		
	OCU CABLE LENGTH	3FT		
	SWIPE CARD READER	YES		
	SMART CARD READER	FEIG OPENPAY (SEL. ETH CABLES)		
	ETHERNET CABLE	BOTH CABLE (WIFI/OPEN PAY)		
	FAREBOX HEIGHT	31 INCHES		
	EXTERNAL CABLE	J1708		
	TRIM (OR) PRINTER	MAGNETIC		
	WIFI	DUAL BAND (SEL. ETH CABLES)		
	BARCODE READER	YES		

Customer Signature: _____ **Date:** _____

Signature: _____ **Date:** 02/01/2024

Sales Representative: Jennille Logan **Phone:** _____

Email: _____

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

Sales Quotation

Sold-To-Party
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Ship-To-Party
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Information
Sales Quote No. 5044540
Document Date 08/22/2023
Customer No. 1800
Currency USD
Contact Name Russ Brashear
Phone 615-893-6441
FAX
EMAIL rbrashear@murfeesborotn.gov
Validity Start Date 08/22/2023
Validity End Date 12/20/2023
Req Ship Date 12/20/2023

End User
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Item	Material	Quantity	Price	Amount
	CASHBOX HEIGHT		SUPER SHORT	
	Delivery date: 12/20/2023			
11	J1708 LICENSE	3 EA	190.00 USD	570.00
	J1708 INTERFACE SOFTWARE LICENSE			
	Delivery date: 12/20/2023			
20	EXTENDED WARRANTY	3 EA	414.82 USD	1,244.46
	Extended Warranty, 3 Farebox, Year 1			
	Delivery date: 02/01/2024			
30	EXTENDED WARRANTY	3 EA	478.21 USD	1,434.63
	Extended Warranty, 3 Farebox, Year 2			
	Delivery date: 02/01/2024			
40	EXTENDED WARRANTY	3 EA	551.77 USD	1,655.31
	Extended Warranty, 3 Farebox, Year 3			
	Delivery date: 02/01/2024			
50	EXTENDED WARRANTY	3 EA	569.70 USD	1,709.10
	Extended Warranty, 3 Farebox, Year 4			
	Delivery date: 02/01/2024			

Customer Signature: _____ **Date:** _____

Signature: _____ **Date:** 02/01/2024

Sales Representative: Jennille Logan **Phone:** _____

Email: _____

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

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Validity End Date 12/20/2023
Req Ship Date 12/20/2023

End User
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Item	Material	Quantity	Price	Amount
60	EXTENDED WARRANTY Extended Warranty, 3 Farebox, Year 5 Delivery date: 02/01/2024	3 EA	589.64 USD	1,768.92
70	FREIGHT Freight Delivery date: 12/20/2023	1 EA	300.00 USD	300.00
80	TR-FF MNT CUST TRAINING, FASTFARE W/TRIM MAINT CUST SIT Maintenance Procedures. Remove and replace all internal modules. Pedestal door and cashbox. Proper cleaning and replacement parts for all modules (Four days). Delivery date: 12/20/2023	1 EA	6,250.00 USD	6,250.00
Gross Value:				71,200.42
Total Tax:				

Customer Signature: _____ **Date:** _____

Signature: _____ **Date:** 02/01/2024

Sales Representative: Jennille Logan **Phone:** _____

Email: _____

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.



Genfare, LLC
 800 Arthur Ave
 Elk Grove Village, IL 60007
 Ph: (847) 593-8855

Sales Quotation

Sold-To-Party
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Ship-To-Party
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

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Sales Quote No. 5044540
Document Date 08/22/2023
Customer No. 1800
Currency USD
Contact Name Russ Brashear
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FAX
EMAIL rbrashear@murfeesborotn.gov
Validity Start Date 08/22/2023
Validity End Date 12/20/2023
Req Ship Date 12/20/2023

End User
 City of Murfreesboro
 111 West Vine St.
 MURFREESBORO TN 37130

Final Amount: 71,200.42

Customer Signature: _____ **Date:** _____

Signature: _____ **Date:** 02/01/2024

Sales Representative: Jennille Logan **Phone:**
Email:

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

GENFARE STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES & SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates. Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

i. Equipment:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) twelve (12) months thereafter for equipment purchases; and (z) six (6) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

iii. Spare Parts:

- 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.
- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
 - i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization ("RMA") to ship the defective item to Genfare;
 - ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
 - iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
 - iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847-593-8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

6. DEFAULT AND TERMINATION

Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers etc.(a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.

COUNCIL COMMUNICATION

Meeting Date: 02/22/2024

Item Title: Customer Information System Annual Support Contract

Department: Water Resources

Presented by: Darren Gore

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approval of Customer Information System (CIS) annual support contract.

Staff Recommendation

Approve support contract for N. Harris/Advanced Utility Systems CIS software support for calendar years 2024 through 2028.

Background Information

In June 2014, MWRD went live with Advanced Utility Systems (AUS) Customer Information System (CIS) Infinity software. The implementation was a culmination of an almost two-year process, beginning with development of an Information Technology Strategic Plan in the fall of 2012.

Concurrent with the implementation of the CIS software, MWRD launched online access for customers via Infinity.Link and moved from paper to digital with our Service Order system via Infinity.Mobile.

AUS provides annual support for the above primary modules of the software. In addition, they provide support for interfaces with our Interactive Voice Response and credit card systems. AUS also provides an online Learning Management System for our current CIS software version.

Total five-year cost is \$768,739 and is broken down as follows:

- 2024: \$139,122
- 2025: \$146,079
- 2026: \$153,382
- 2027: \$161,052
- 2028: \$169,104

Council Priorities Served

Responsible budgeting

Maintaining properly functioning utility billing software is valuable and responsive to the Water Resources Department's customers.

Fiscal Impact

The FY24 expense, \$139,122, is funded from the FY24 Water Resources annual operating budget. Future FY25-FY28 MWRD operating budgets will account for annual payments in the amount of \$629,617.

Attachments

N. Harris Corporation contract

AMENDMENT TO SUPPORT AND MAINTENANCE AGREEMENT

This AMENDMENT TO THE SUPPORT AND MAINTENANCE AGREEMENT (“Amendment”) is made and entered on the date of the last signatory noted below by Advanced Utilities, an unincorporated division of N. Harris Computer Corporation (“Harris”) and the City of Murfreesboro (the “City”). Harris and the City are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS:

WHEREAS, the Parties entered into that certain Support and Maintenance Agreement (“Agreement”) on May 2, 2013; and

WHEREAS, the parties wish to extend and provide pricing for Support and Maintenance services for another five (5) years, beginning January 1, 2024;

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, the Parties hereby agree as follows:

1. Extension of Support and Maintenance Agreement. The term of this Agreement is hereby extended for five (5) years, from January 1, 2024 through and including December 31, 2028.
2. Amendment to Exhibit “1”, Support and Maintenance Fees. Exhibit “1” is hereby amended to add the following new text:

Fees for Support and Maintenance Services for calendar year 2024 shall be \$139,122.43.

That fees shall be increased by 5% for calendar year 2025; the resulting new fee shall be increased by an additional 5% for calendar year 2026; the resulting new fee shall be increased by an additional 5% for calendar year 2027; and, finally, the resulting new fee shall be increased by an additional 5% for calendar year 2028. The fees shall be as follows:

2024: \$139,122.43
2025: \$146,078.55
2026: \$153,382.48
2027: \$161,051.60
2028: \$169,104.18

3. Amendment to Update Support Guidelines. The Harris Standard Support and Maintenance Guidelines appended to the Agreement as Exhibit “2” are hereby superseded and replaced in their entirety with updated Support and Maintenance Guidelines appended hereto as Amended Exhibit “2”.
4. Remaining Terms Unaffected. all other terms and conditions of the Agreement as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year last written below.

N. Harris Computer Corporation

By: _____

Name: Sean Sykes

Title: Vice President, Business Development & Customer Success

Date: _____

City of Murfreesboro

By: _____

Name: Shane McFarland

Title: Mayor

Date: _____

DocuSigned by:
APPROVED AS TO FORM
Adam Tucker
43A2035E51E9401
Adam P. Tucker, City Attorney

Amended Exhibit “2”
Standard Support and Maintenance Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- Ticket Notification via email
- eSupport access 24 x 7 with the following on-line benefits:
 - Log and close calls
 - View and update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Participation in beta program
 - Release notes
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)

- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)
- Ability to attend the regional user group meetings (attendance/travel expense apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. CT to 8:00 p.m. CT, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available for any emergency issues. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Requesting Technical Assistance

All issues or questions reported to support are tracked via the ticket website, our technical analysts cannot provide further assistance unless a ticket is logged. Our current process for submitting the request is through our ticket website or you may call our support phone numbers:

- Your request must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our ticket website or one of our technical analysts will provide you with a Ticket Number to track your issue and your request will be logged into our support tracking database.
- Your request will be stored in a queue and the first available technical analyst will be assigned to deal with your issue.
- As the technical analyst assigned to your request investigates your issue, you

will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned technical analyst to supply the information required.

- All correspondence and actions associated with your request will be tracked against in our ticket database. At any time, if available to you, you may log onto our website to see the status of your ticket.
- Once the issue has been resolved, you will receive an automated notification by email that the ticket has been closed. This email will contain the entire event history of the request from the time the request was created and leading up to the resolution. You also have the option of viewing both your open and closed tickets, if available to you, via our ticket website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our internal development tracking database to track the progress of the issue. The ticket will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the Customer Success department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues online.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the Customer Success department as follows:

Level 1: Contact the Technical Analyst working on your issue (call/update the ticket)

Level 2: Contact the Team Lead or Manager

Level 3: Contact the Director, Senior Director or Vice President of Customer Success

Level 4: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day (January 1)

Family Day (3rd Monday in February; usually coincides with President's Day)

Good Friday

Victoria Day (May, Monday preceding May 25th)

Canada Day (July 1)

Civic Holiday (August, first Monday)

Labour Day (same for USA and Canada)

Thanksgiving (Canada – 2nd Monday in October)

Christmas Eve (Early Closure)

Christmas Day (Dec 25)

Boxing Day (Dec 26)

New Year's Eve (Early Closure)

Billable Requests/Services (Statement of Work)

The services listed below are examples that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms major redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Our Customer Success team will further evaluate the request if it's out of scope and therefore we will advise if the request requires a Statement of Work.

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our Customers, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the Customer to establish a mutually agreeable remote connection policy.

COUNCIL COMMUNICATION

Meeting Date: 02/22/2024

Item Title: Public Building Authority Appointment

Department: Administration

Presented by: Mayor McFarland

Requested Council Action:

Ordinance

Resolution

Motion

Direction

Information

Summary

Appointment to the Public Building Authority.

Background Information

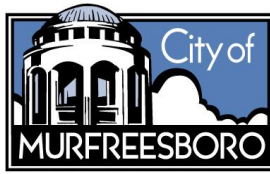
The Board consists of 7 members appointed by the Mayor and approved by the City Council for six-year terms.

Council Priorities Served

As part of engaging the community, residents are encouraged to volunteer for service on a board or commission.

Attachments:

Memo from Mayor McFarland



... creating a better quality of life.

February 22, 2024

Members of City Council

RE: Recommended Appointments – Public Building Authority

As an item for the City Council Agenda, I am recommending the following reappointments to the Public Building Authority.

Reappointments

John C. Jones Jr. (term expires January 1, 2030)

Don Witherspoon (term expires January 1, 2030)

Sincerely,

Shane McFarland
Mayor

Administration Department

COUNCIL COMMUNICATION

Meeting Date: 02/22/2024

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
AARUSHI13, LLC	Mobil Foodmart	2374 Old Fort Pkwy	Off-Premises	Convenient Store/Gas	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	AARUSHI13, LLC
Name of Business	Mobil Foodmart
Business Location	2374 Old Fort Pkwy
Type of Business	Convenient Store/Gas
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	Milanben Patel
Age	38
Residency City/State	Union, KY
Race/Sex	Asian/F
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.

