

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**September 19, 2024**

**PRAYER**

Mr. Austin Maxwell

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

Proclamation: Ron Crabtree

**Public Comment on Actionable Agenda Items**

**Consent Agenda**

1. Change Order #1 for Old Fort Park Tennis Court Renovations (Facilities)
2. FY25 City Manager Approved Budget Amendment (Finance)
3. Wine Sales Certificate of Compliance - Circle K #4703903 (Finance)
4. IT - Website Hosting and Support Renewal (Information Technology)
5. MOU Between City Parks and Recreation and City Schools (Parks)
6. Mandatory Referral for Closing a Segment of Hickerson Drive to Vehicular Use (Planning)
7. Asphalt and Concrete Purchase Report (Street)
8. Contract for Mulching Services (Street)

**Minutes**

9. City Council Meeting Minutes for September 5, 2024 (Finance)

**New Business**

Resolution

10. Resolution 24-R-27 FY25 Budget Amendment #3 (Schools)

Land Use Matters

11. Ordinance 24-OZ-28 Rezoning property along Roberts Street (Planning)
  - a. Public Hearing: Rezone 0.32 acres
  - b. First Reading: Ordinance 24-OZ-28
12. Ordinance 24-OZ-29 Rezoning property along Old Salem Road (Planning)
  - a. Public Hearing: Rezone 29.5 acres
  - b. First Reading: Ordinance 24-OZ-29
13. Ordinance 24-OZ-30 Rezoning property along New Salem Highway (Planning)
  - a. Public Hearing: Rezone 21.14 acres
  - b. First Reading: Ordinance 24-OZ-30
14. Ordinance 24-O-31 Amending the Zoning Ordinance – Airport (Planning)
  - a. Public Hearing: Amending the Zoning Ordinance
  - b. First Reading: Ordinance 24-O-31

On Motion

15. Beasie Road Extension (Engineering)
16. Tommy Bragg Drive CIP Transfer (Engineering)
17. Blackman/Manson/Burnt Knob Right-of-Way Acquisition (Engineering)
18. Purchase of 12 LUCAS Devices (Fire)
19. Evernorth Care Solutions, Inc. EAP Agreement (Human Resources)
20. Purchase of Mobile Printers from Tyler Technologies (Police)
21. Contract with International Association of Chiefs of Police (Police)
22. Amendment No. 2 to Purchasing Agreement with Axon (Police)
23. 2024 Edward Byrne Memorial JAG Program and MOU with RCSO (Police)
24. Purchase of Body Armor from Gall's (Police)

**Board & Commission Appointments**

25. Appointment to the Library Board (Mayor)

**Licensing**

26. Beer Permits (Finance)

**Payment of Statements**

**Other Business**

**Adjourn**



**COUNCIL COMMUNICATION**  
**Meeting Date: 09/19/2024**

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**Item Title:** Change Order #1 for Old Fort Park Tennis Court 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"/>

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**Summary**

Consider Change Order #1 for the revised storm sewer of the Old Fort Park Tennis Court Renovations.

**Staff Recommendation**

Approve Change Order #1 with Steelhead Building Group, LLC.

**Background Information**

The Old Fort Park Tennis Court Renovation project consists of replacing the original eight tennis courts with six tennis courts, six pickle ball courts, and amenities. Originally, it was thought that the existing court drainage could be utilized. During construction, it was determined that the existing storm sewer collection box dimensions need to be changed to increase capacity. This condition lowers the discharge pipe and changes the discharge location into the neighboring tributary of Stones River.

Steelhead's contract was originally for \$1,244,403. The Contract Sum will be increased by this Change Order in the amount of \$8,095. A detailed itemization of the work involved is included in the Change Order #1 attachment. Current project costs are \$1,252,498.

**Council Priorities Served**

*Establish Strong City Brand*

The Court Renovations at Old Fort Park will provide the community a desirable and safe place to enjoy these sports.

**Fiscal Impact**

The Change Order, a net increase of \$8,095, is funded by the American Rescue Plan Act (ARPA).

**Attachments**

Change Order #1 for Old Fort Park Tennis Court Renovations

### Change Order

**PROJECT:** Tennis Court Renovations for Old Farm Park  
521 Golf Lane  
Murfreesboro, TN 37133

**CONTRACT INFORMATION:**  
Contract For: \$1,244,403.00  
Date: 04/23/2024

**CHANGE ORDER INFORMATION:**  
Change Order Number: 01  
Date: 08/23/2024

**OWNER:** City of Murfreesboro, Tennessee  
111 West Vine Street  
Murfreesboro, TN 37130

**ARCHITECT:** Wold Architects and Engineers  
214 CenterView Drive Suite 300  
Brentwood, TN 37027

**CONTRACTOR:** Steelhead Building Group, LLC  
105 Westpark Drive, Suite 103  
Brentwood, TN 37027

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Provide all labor, materials, and equipment to complete changes to Sheet C2.01 - Grading and Drainage plan per ASI #1 dated 7/25/2024

The original Contract Sum was	\$ <u>1,244,403.00</u>
The net change by previously authorized Change Orders	\$ <u>0.00</u>
The Contract Sum prior to this Change Order was	\$ <u>1,244,403.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$ <u>8,055.16</u>
The new Contract Sum, including this Change Order, will be	\$ <u>1,252,458.16</u>
The Contract Time will be (increased) (decreased) (unchanged) by	( 0 ) days.
The new date of Substantial Completion will be	11/16/2024

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Wold Architects and Engineers

ARCHITECT (Firm name)

SIGNATURE

Jim Gilliam, Vice President  
PRINTED NAME AND TITLE

08/27/2024  
DATE

Steelhead Building Group, LLC

CONTRACTOR (Firm name)

SIGNATURE

James Pollock, President  
PRINTED NAME AND TITLE

08-23-24  
DATE

City of Murfreesboro

OWNER (Firm name)

SIGNATURE

Shane McFarland, Mayor  
PRINTED NAME AND TITLE

DATE

Signed by:  
APPROVED AS TO FORM  
Adam F. Tucker  
www.murfreesborotn.gov

**Exhibit A** to Change Order 01



Summary of Central Cost Changes for Change Order 01

Prepared By: **Steelhead Building Group**  
 Date: **08/27/24**

COST CODE	DESCRIPTION	QNTY	UNIT MEAS	MATERIAL		LABOR		OTHER		SUB TOTAL									
				UNIT COST	MATERIAL TOTAL	UNIT COST	LABOR TOTAL	UNIT COST	OTHER TOTAL										
33-4100	Subcontractor: Storm pipe and gravel	1.00	LS	1,497.00	1,497.00	0.00	0.00	LS		\$1,497.00									
33-4100	Subcontractor: Labor	1.00	LS	0.00	0.00	1,054.80	1,054.80	LS		\$1,054.80									
33-4100	Subcontractor: Equipment	1.00	LS	1,224.00	1,224.00	0.00	0.00	LS		\$1,224.00									
33-4100	Subcontractor: Equipment Remediation	1.00	LS	350.00	350.00	0.00	0.00	LS		\$350.00									
33-4100	Subcontractor: O&M (5%)	1.00	LS	0.00	0.00	0.00	0.00	LS	\$208.29	\$208.29									
31-3300	Contractor: Solid Steer for grading at culvert	2.00	Days	370.00	740.00	0.00	0.00	LS		\$740.00									
31-3300	Contractor: Machinery Operator	2.00	Days	0.00	0.00	478.00	956.00	LS		\$956.00									
03-1000	Contractor: Headwall Concrete	1.00	LS	324.00	324.00	0.00	0.00	LS		\$324.00									
32-9500	Contractor: Seed/Straw	1.00	LS	152.00	152.00	0.00	0.00	LS		\$152.00									
31-3300	Contractor: Rip-Rap	10.00	Yds	37.50	375.00	0.00	0.00	LS		\$375.00									
	Sales Tax	Lot			598.55					\$598.55									
<table border="0"> <tr> <td>SUBTOTAL</td> <td>\$7,277.85</td> </tr> <tr> <td>OH on Own Work</td> <td>\$241.66</td> </tr> <tr> <td>OH on Subcontractors Work</td> <td>\$275.60</td> </tr> <tr> <td>Bond Fee</td> <td>\$155.75</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$8,150.86</b></td> </tr> </table>										SUBTOTAL	\$7,277.85	OH on Own Work	\$241.66	OH on Subcontractors Work	\$275.60	Bond Fee	\$155.75	<b>TOTAL</b>	<b>\$8,150.86</b>
SUBTOTAL	\$7,277.85																		
OH on Own Work	\$241.66																		
OH on Subcontractors Work	\$275.60																		
Bond Fee	\$155.75																		
<b>TOTAL</b>	<b>\$8,150.86</b>																		

Costs presented in this Change are valid until 11:59pm on 08/31/24 and may require re-adjustment if CAW re-approves in subsequent periods.

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** FY25 City Manager Approved Budget Amendments

**Department:** Finance

**Presented by:** Amanda DeRosia, Interim Finance Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Notification to Council of City Manager approved budget amendments.

**Background Information**

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

Community Development

The budgeted amount for the CDBG HOME grant underestimated the amount of carryover grant funds. Until their annual budget amendment to true up grant carryover is completed this amendment will allow CDBG HOME to fund current obligations. Move \$200,000 from Unforeseen Grant Expenses to Community Development Affordable Housing.

**Council Priorities Served**

*Responsible budgeting*

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

**Fiscal Impact**

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

**Attachments**

Detailed Inter-Fund Budget Requests



... creating a better quality of life

### Inter-Fund Budget Amendment Request

Mr. Gore,

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

Budget Fiscal Year: 2025

Move funds from:

Org 10130008

Object 599931

Acct Name Unforeseen Grant Expense

Amount \$200,000.00

Move funds to:

Org 10420258

Object 571012

Acct Name Affordable Housing

Explanation: The budgeted amount for the CDBG HOME grant underestimated the amount of carryover grant funds. This amendment will allow CDBG HOME to fund obligations and the Unforeseen Grant Expense account will be made whole once the CDBG HOME annual budget amendment to true up the grant carryover has been approved by Council.

[Signature]  
Department Head Signature

8-19-24  
Date

Amanda DeRosia  
Reviewed by Finance

08/19/2024  
Date

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/20/24</u>
Declined	<input type="checkbox"/>	City Manager	Date

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

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Wine Sales Certificate of Compliance – Circle K #4703903

**Department:** Finance

**Presented by:** Erin Tucker

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Information pertaining to the issuance of a certificate of compliance for wine sales in a grocery store.

**Background Information**

State law requires that an applicant for wine sales in a retail food store obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission’s licensing process. Compliance for the certificate is based only on the applicant’s criminal background information and that the location complies with local zoning ordinances.

A certificate of compliance is requested by Katherine Carey for Circle K #4703903 at 5631 Franklin Rd. This request complies with statutory requirements.

**Council Priorities Served**

*Maintain public safety*

The City’s role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to include wine, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

**Attachments**

Summary of Request for Certificate of Compliance for Sale of Wine in Grocery Store

**City of Murfreesboro  
Request for Certificate of Compliance for  
Wine in Retail Stores**

Summary of information from the application:

**Name of Business Entity** Mac's Convenience Stores, LLC

**Type of Application:**

**New - wine sale in retail store**

<b>Corporation</b>	_____
<b>LLC</b>	_____ X _____
<b>Partnership</b>	_____
<b>Sole Proprietor</b>	_____

**Manager**

**Name** Katharine Carey

**Age** 61

**Home Address** 124 Copper Hallow Dr

**Residency City/State** Murfreesboro, TN

**Race/Sex** White/F

**10 Year Background Check Findings:**

City of Murfreesboro: None

Rutherford County: None

Nashville/Davidson County: None

TBI/FBI No indication of any record that may preclude the applicant for consideration.

**Name of Business** Circle K #4703903

**Business Location** 5631 Franklin Rd

**Application Completed Properly?** Yes

**Location meets zoning requirement?** Yes

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

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Website Hosting and Support Renewal

**Department:** Information Technology

**Presented by:** Ronald Head – Assistant Director

**Requested Council Action:**

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

**Summary**

Consider a renewal of City website hosting and support with CivicPlus.

**Staff Recommendation**

Approve the annual renewal of the City website hosting and support.

This agreement automatically renews each year with a 5% uplifting fee, contingent upon the availability of budget funds allocated for this purpose. Unless otherwise notified, the renewal will occur without the need for additional approval, provided that the necessary budgeted amounts are confirmed and allocated. Staff will ensure that budget provisions are reviewed and confirmed annually to maintain compliance and ensure continued funding.

**Background Information**

The city has been using CivicPlus for hosting and support of your city website since 2012 and was procured under GSA Contract GS-35F-0124U along with a Master Service Agreement. This annual renewal is a budgeted expense. CivicPlus has proven to be very reliable hosting our website, providing continue support, and offering new innovative features for the website.

**Council Priorities Served**

*Improve economic development*

One of the features of the website includes information on how to develop here.

*Establish strong City brand*

The website utilizes and helps support the City brand.

**Fiscal Impact**

The expense, \$57,792.61, is funded by the IT Department’s FY25 operating budget.

**Attachments**

Amendment to CivicPlus Master Services Agreement



**AMENDMENT TO MASTER SERVICES AGREEMENT  
GOVERNING ALL AGREEMENTS  
BETWEEN  
CIVICPLUS, LLC  
AND  
THE CITY OF MURFREESBORO, TENNESSEE**

This Amendment (herein "Amendment") amends the Master Services Agreement signed on September 27, 2012 ("Agreement") between CivicPlus, LLC ("Contractor" or "CivicPlus"), a Kansas limited liability company, and the City of Murfreesboro, Tennessee ("City" or "Customer"), a Tennessee municipal corporation, as well as any and all contracts and agreements for products and services that the parties enter following the Effective Date of this Amendment (collectively "Agreements"). In consideration of using Contractor's form agreements, now and in the future, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreements are amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreements, the language in this Amendment takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreements and this Amendment shall not be construed to create any ambiguity, it being the intent of the parties that this Amendment shall control it being acknowledged and agreed to by the parties that this Amendment shall be executed and entered into after execution of the Agreements regardless of what order the Agreements and this Amendment are actually executed. Unless defined herein, capitalized terms in this Amendment shall have the meaning set forth in the Agreement.
- 2. Termination for Convenience.** The Agreement may be terminated by City upon sixty (60) days written notice to Contractor. Such termination will not be deemed a breach of contract by either party.
- 3. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
- 4. Indemnity and Limitation of Liability.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision.

Any indemnity or hold harmless provision contained in the Agreements requiring City to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is enforceable only to the extent permitted by Tennessee law provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. No provision of the Agreements shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

5. **Name and Logo.** City does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services. Additionally, City does not waive any moral right to the use of the name submitted to Contractor.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between City and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
9. **Non-appropriation.** Contractor acknowledges that City is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event City fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to City, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations

imposed upon City to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Contractor following the date of termination under this section 9. Notwithstanding the foregoing, City shall remain responsible for payment of any outstanding fees or invoices incurred prior to the Contractor's receipt of notice of such non-appropriation.

- 10. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 11. Binding Effect.** This Agreement is the entire agreement between City, (including City's employees and other end users) and Contractor. No employee of City or any other person, without authorization of the City Council can bind City to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with City's employees or other end users, to the contrary are null, void and without effect as it applies to City.
- 12. No Liability of City Officials and Employees.** No member, official, or employee of City shall be personally liable to Contractor or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreements are unenforceable, there is any default or breach by City, for any amount which may become due and the Agreements, or on any obligations under the terms of the Agreements.
- 13. Parties to Receive Notice:** Any notices contemplated by the Agreement to City shall also be sent via certified United States mail or via overnight delivery addressed to:  
  
City of Murfreesboro  
ATTN: City Attorney  
111 West Vine Street  
Murfreesboro, TN 37128
- 14. Amendment.** This Amendment and the Agreements shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.
- 15. Continuing Validity; Survival; Non-Merger.** So long as the parties maintain the Agreements or any subsequent agreement(s), or so long as Contractor provides a product or service to City, the provisions of this Amendment shall continue to be validly effective and enforceable with regard to the Agreements, subsequent agreements, products, and/or services. This Amendment shall survive the completion of or any termination of the Agreements or other document(s) which may accompany the Agreements or be incorporated by reference. Notwithstanding any provision in the Agreements, subsequent agreements, products, and/or services to the contrary, the subsequent execution of any agreement or the provision of a product or service shall not act as a merger against this Amendment, it being the express intent of the parties that this Amendment contains essential terms that shall be incorporated into any such agreement, product, and/or service.

- 16. No Presumption Against Drafter.** This Amendment shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Amendment shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Amendment differs in any respect from any previous draft hereof.
- 17. Counterparts.** This Amendment may be executed in one or more counterparts by City and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 18. Effective Date.** This Amendment is effective as of the last date written below ("Effective Date").
- 19. Responsibilities of the Parties.** Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that: infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy; contains any defamatory material; or violates any federal, state, local, or foreign laws, regulations, or statutes.

Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to: be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); be solely responsible for the Customer data; obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and use the Services only in accordance with applicable laws and regulations. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and

conventions in connection with its use and provision of any of the Services or CivicPlus Property.

20. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

21. **Data Security.** CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy, found at https://www.civicplus.com/privacy-policy](https://www.civicplus.com/privacy-policy). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except: in order to provide the Services; to prevent or address service or technical problems in connection with support matters; as specifically directed or expressly permitted in writing by Customer; in compliance with our [Privacy Policy](#); or if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

22. **Amendments to Existing Sections.** This section of the Amendment pertains to the modification of specific sections within the existing Agreement:

- a. **Section 5. "Warranty" of the Agreement shall be struck in its entirety and replaced as follows:** CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
- b. **Section 7. "Termination - Breach" of the Agreement shall be struck in its entirety and replaced as follows** Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach,

including, without limitation, Customer's non-payment. Upon termination for Customer's uncured breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

- c. **Section 18. "Indemnification and Hold Harmless" of the Agreement shall be struck in its entirety and replaced as follows:** CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section are conditioned upon the Customer: promptly notifying CivicPlus of any claim in writing; cooperating with CivicPlus in the defense of the claim; and granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.
- d. **Section 8 under "Billing & Payment Terms" of the Contractor's Service & License Agreement for Murfreesboro, TN based on GSA Contract GS-35F-0124U (hereafter, the "Engage Terms & Conditions") shall be struck in its entirety.**
- e. **Section 15 under "Support" of the Engage Terms & Conditions" shall be struck in its entirety.**
- f. **Section 16 under "Support" of the Engage Terms & Conditions" shall be struck in its entirety.**
- g. **Section 20 under "Marketing" of the Engage Terms & Conditions" shall be struck in its entirety.**
- h. **Sections 22, 23, 24, and 25 under "Intellectual Property, Ownership & Content Responsibility" of the Engage Terms & Conditions shall be struck in their entirety and replaced as follows:**
  - i. Upon full and complete payment of amounts owed for project development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any

content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

- ii.** Upon completion of the project development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
- iii.** At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.
- iv.** Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not: license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; adapt, alter,

modify, or make derivative works based upon any CivicPlus Property; create internet “links” to the CivicPlus Property software or “frame” or “mirror” any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services; reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services; make any attempt to gain unauthorized access to the Services and/or any of CivicPlus’ systems or networks; or access any CivicPlus Property in order to: build a competitive product or service, build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

- v. Provided Customer complies with the terms and conditions herein, and license restrictions set forth in this section, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with this Agreement for the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CivicPlus, LLC**

**City of Murfreesboro, Tennessee**

DocuSigned by:  
*Amy Vikander*  
4AEC254EEF49472...  
**signature**

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

4/11/2024

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Amy Vikander

\_\_\_\_\_  
**Printed Name**

**Approved as to form:**

Senior VP of Customer Success

\_\_\_\_\_  
**Title**

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



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
ICON ENTERPRISES, INC d/b/a CIVICPLUS  
FOR PURCHASE OF A UNIQUE WEBSITE FOR THE CITY OF MUFREESBORO**

**WHEREAS**, Section 211 of the E-Government Act of 2002 (the Act) amended the Federal Property and Administrative Services Act, to allow for "Cooperative Purchasing." Cooperative Purchasing allows for the Administrator of General Services to provide state and localities access to certain items offered through the General Services Administration's (GSA's), Federal Supply Schedule 70, Information Technology (IT) and Corporate Schedule contracts, containing IT Special Item Numbers; and

**WHEREAS**, the item subject to purchase through this Contract is listed on the appropriate GSA Schedules for purchase by local governments pursuant to Section 211 of the E-Government Act of 2002, GS-00F-0011M;

This contract is entered into on this September 27, 2012, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **ICON ENTERPRISES, INC.**, a corporation, of the State of Kansas ("Contractor"). This contract consists of the following documents:

- **Contractor's Service & License Agreement for Murfreesboro, TN based on GSA Contract GS-35F-0124U**
- **Contractor's GSA Contract GS-35F-0124U**
- **This Contract**

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

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Contractor's Service & License Agreement for Murfreesboro, TN based on GSA Contract GS-35F-0124U***
- ***Contractor's GSA Contract GS-35F-0124U***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to create a unique website for the City that includes all functionality as set forth in the attached Contractor's Service & License Agreement for Murfreesboro Tennessee based on GSA Contract GS-35F-0124U.

2. **Term.** This contract shall not be effective until approved by the City Council and signed by the Mayor and all required parties.

3. **Payment and Delivery.**

3.1. One-third of the total First Year Fee will be billed upon completion of design; one-third of the total First Year Fee will be billed upon completion of content. The remainder of the total First Year Fee and any additional Project Development services will be invoiced after training has been completed pursuant to the terms of the Contractor's



Services & License Agreement for Murfreesboro, TN based on GSA Contract CS-35F-0124U. Invoices must bear the purchase order number.

- 3.2. First Year Fee and Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date. Invoicing for 2<sup>nd</sup> year and beyond Annual Support, Maintenance & Hosting begins one (1) year from contract signing. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 30 days from invoice date. Project development will be discontinued if payment is not made within 30 days after the invoice due date. After project go-live, if the City's account exceeds 60 days past due, Support will be discontinued until the City's account is made current. If the City's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the City's account is made current. The City will be given 30 days notice prior to discontinuation of services for non-payment. A finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
- 3.3. Meeting the stated timeline is contingent upon the City meeting all mutually agreed upon deadlines. Should the City fail to meet any deadlines, the parties will mutually agree to extend the affected milestone dates under this Agreement. Contractor will not be held liable under this Agreement for any delay caused by the City.
- 3.4. The City shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development services will be billable and payable, and the first year's annual support and maintenance fees will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the City.
- 3.5. All deliverables 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. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached Quote which reflects a price of sixty-four thousand eight hundred and ninety-three dollars and fifty-one cents (\$64,893.51) for the total first year fee and nine thousand and five hundred and twenty-two dollars (\$9,522.00) for the second year and beyond annual support, maintenance and hosting fee.
5. **Warranty.** A testing period (approximately one month) is provided between the completion of training and the City site's Go Live date. This will allow the City to add, create, and make adjustments to content as well as ensure overall satisfaction with the City's website. The Contractor's Government Content Management System is browser based, which means content changes will display and function the same way before and after Go Live. The Contractor will have thirty (30) days from receipt of written notice to correct an item. (Adjustments to items outside of the contract requirements are not considered corrections and may be subject to additional fees.) At the time of project acceptance, immediately prior to website go-live, if the City doesn't agree that the Contractor has built an amazing website, the Contractor will refund any project development fees paid, or cancel any project



development invoices outstanding, and cancel the agreement completely, with no remaining obligations. By signing the project acceptance form, the City is agreeing that the Contractor has built an amazing website; at that time that the website will go-live.

6. **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.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within thirty (30) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at anytime after said thirty (30) days. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor. In the event of early termination of this Agreement by the City, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon sixty (60) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Notices.**
  - 11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
  - 11.2. Notices to Contractor shall be mailed or hand delivered to Contractor, Icon Enterprises, Inc d/b/a CivicPlus, Attn Accounting department, 317 Houston St., Suite E, Manhattan, KS 66502.
12. **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 generally accepted accounting principles.
13. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold



itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. **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.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
  - 18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
  - 18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - 18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
20. **Entire Contract.** This contract and Contractor's Quote set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
21. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
22. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.



- 23. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
- 24. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 25. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

25.1 Notices to City shall be sent to:

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

25.2 Notices to Contractor shall be sent to:

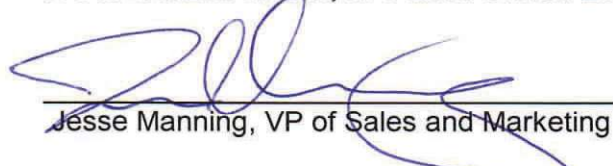
**Contractor:** Icon Enterprises, Inc d/b/a CivicPlus  
**Attention:** Accounting Department  
**Address:** 317 Houston Street,  
 Suite E  
 Manhattan, KS 66502

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

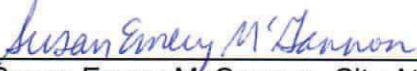
**CITY OF MURFREESBORO**


**ICON ENTERPRISES, INC d/b/a CIVICPLUS**

  
 \_\_\_\_\_  
 Tommy Bragg, Mayor

  
 \_\_\_\_\_  
 Jesse Manning, VP of Sales and Marketing

Approved as to form:

  
 \_\_\_\_\_  
 Susan Emery McGannon, City Attorney

  
 \_\_\_\_\_  
 Kelley Blevins Baker, Staff Attorney  
 Melissa Wright, City Recorder

STATE OF Kansas  
 COUNTY OF Riley )



Before me, the undersigned notary public, personally appeared Jesse Manning, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the VP of Sales, or other officer authorized to

execute the foregoing instrument for the purposes  
therein contained.

WITNESS MY HAND and seal this 17<sup>th</sup>  
day of August, 2012.

Tara J. Gresham  
Notary Public

My Commission Expires: 12-14-15

**GSA Contract**

<b>Organization</b>	City of Murfreesboro		<b>URL</b>	<a href="http://www.murfreesborotn.gov">http://www.murfreesborotn.gov</a>	
<b>Street Address</b>	111 W. Vine Street				
<b>Address 2</b>					
<b>City</b>	Murfreesboro	<b>State</b>	TN	<b>Postal Code</b>	37130
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
<b>Emergency Contact &amp; Mobile Phone</b>	Chris Lilly – 615-410-8052				
<b>Emergency Contact &amp; Mobile Phone</b>	Matt Byrnes – 615-642-3119				
<b>Emergency Contact &amp; Mobile Phone</b>	Alan Bozeman – 615-642-3107				
<b>Billing Contact</b>	Chris Lilly		<b>E-Mail</b>	<a href="mailto:clilly@murfreesborotn.gov">clilly@murfreesborotn.gov</a>	
<b>Phone</b>	615-893-6441	<b>Ext.</b>	<b>Fax</b>	615-849-2606	
<b>Billing Address</b>	111 W. Vine Street				
<b>Address 2</b>					
<b>City</b>	Murfreesboro	<b>ST</b>	TN	<b>Postal Code</b>	37130
<b>Tax ID #</b>	62-6000374		<b>Sales Tax Exempt #</b>		
<b>Billing Terms</b>	Annual		<b>Account Rep</b>	Frank Mocerino	
<b>Info Required on Invoice (PO or Job #)</b>					
<b>Contract Contact</b>	Rob Lyons		<b>Email</b>	<a href="mailto:rl Lyons@murfreesborotn.gov">rl Lyons@murfreesborotn.gov</a>	
<b>Phone</b>	615-849-2629	<b>Ext.</b>	<b>Fax</b>	615-849-2679	
<b>Project Contact</b>	Matt Byrnes		<b>Email</b>	<a href="mailto:mbyrnes@murfreesborotn.gov">mbyrnes@murfreesborotn.gov</a>	
	Chris Lilly		<b>Email</b>	<a href="mailto:clilly@murfreesborotn.gov">clilly@murfreesborotn.gov</a>	
<b>Phone</b>	615-893-6441	<b>Ext.</b>	<b>Fax</b>	615-849-2606	

**Terms & Conditions**

**Client Deliverable**

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique website for the City of Murfreesboro (Client) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Basic Redesign at no additional cost. See Exhibit B for complete details.

**Additional Services**

3. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.





4. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live.
5. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the client is necessary before billable time is incurred.
6. Modules that incur additional usage fees may be purchased and activated at any time.

#### **Billing & Payment Terms**

7. Annual Support, Maintenance & Hosting invoices, beyond the first year, may be prorated in order to correlate with the Client's budget year.
8. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content (graphic designs, web content, page designs and banners). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services client may request a complimentary electronic copy of website Customer Content and CMS Software.

#### **Agreement Renewal**

9. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign at no additional cost.
10. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
11. In the event of contract termination, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility.
12. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

#### **Support**

13. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
14. Support includes providing technical support of the CivicPlus Content Management Software, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
15. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the Software and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
16. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

#### **Marketing**

17. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
18. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
19. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
20. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
21. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.



**Intellectual Property, Ownership & Content Responsibility**

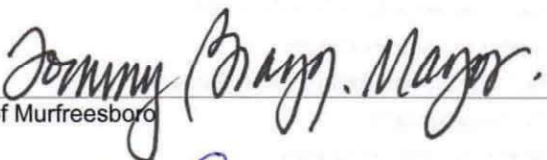
- 22. Upon full and complete payment of submitted invoices for the project development and launch of the website, client will own the graphic designs, web content, page designs and banners ("Customer Content") as well as the CMS Software.
- 23. Upon completion of the development of the site, client will assume full responsibility for Web site content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
- 24. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the software; (iii) create Internet "links" to the Software or "frame" or "mirror" any Content Management System administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software.
- 25. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the System are trademarks of CivicPlus, and no right or license is granted to use them.


**Liabilities**

- 26. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
- 27. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

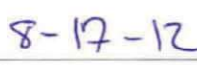
**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

  
\_\_\_\_\_  
City of Murfreesboro

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
CivicPlus

  
\_\_\_\_\_  
Date

<b>Sign and E-mail or Fax this Copy</b> Attn: Contract Manager E-mail: SalesCoordinators@CivicPlus.com Fax: 785-587-8951	<b>And – Mail Two (2) Signed Originals</b> CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502
---	---

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.



Service & License Agreement for **Murfreesboro, TN**  
GSA Contract GS-35F-0124U

### Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from July 12, 2012.

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0.00	n/a
Project Manager	\$135.86	69.75	\$9,476.24
Network Consultant	\$135.86	0.00	n/a
Wireless Network Technician	\$135.86	0.00	n/a
Programmer	\$131.48	99.75	\$13,115.13
Graphic Designer	\$109.57	61.50	\$6,738.56
Writer	\$109.57	0.00	n/a
Server and Network Technician	\$109.57	26.00	\$2,848.81
Trainer	\$109.57	46.75	\$5,122.40
PC Technician	\$89.41	0.00	n/a
Content Developer	\$80.64	306.50	\$24,716.16
<b>TOTAL (includes first year annual of \$9,069)</b>			<b>\$62,017.30</b>

Project Development Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> <li>• Agenda Creator</li> <li>• Alerts Center &amp; Emergency Alert Notification</li> <li>• Archive Center</li> <li>• Bid Postings</li> <li>• Business/Resource Directory</li> <li>• Calendar</li> <li>• Carbon Calculator</li> <li>• Citizen Request Tracker (5 users)</li> <li>• Community Voice</li> <li>• Document Center</li> <li>• ePay</li> <li>• Facilities &amp; Reservations</li> <li>• FAQs</li> <li>• Featured Info Module</li> <li>• Forms Center</li> <li>• Healthy City Initiative</li> <li>• Intranet</li> <li>• Job Postings</li> <li>• Media Center</li> <li>• My Dashboard</li> <li>• NewsFlash</li> <li>• NotifyMe Email &amp; SMS Text Subscription</li> <li>• Online Job Application w/1 Generic Application</li> <li>• Opinion Poll</li> <li>• Permits &amp; Licensing</li> <li>• Photo Gallery</li> <li>• Postcard Module</li> <li>• Quick Links</li> <li>• Real Estate Locator</li> <li>• Staff Directory</li> </ul>	<ul style="list-style-type: none"> <li>• Action Items Queue</li> <li>• Audit Trail / History Log</li> <li>• Automated PDF Converter</li> <li>• Automatic Content Archiving</li> <li>• Content Library</li> <li>• Dynamic Breadcrumbs</li> <li>• Dynamic Sitemap</li> <li>• Expiring Items Library</li> <li>• Generic Mobile App (iOS &amp; Android)</li> <li>• Graphic Link Administration</li> <li>• Links Redirect and Broken Links Finder</li> <li>• Menu Management</li> <li>• Mouse-over Menu Structure</li> <li>• MuniMobile</li> <li>• Online Editor for Editing and Page Creation (WYSIWYG)</li> <li>• Online Web Statistics (Only with CivicPlus Hosting)</li> <li>• Page Wizard w/Multiple Layouts</li> <li>• Printer Friendly/Email Page</li> <li>• Rotating Content</li> <li>• RSS</li> <li>• Search Engine Registration</li> <li>• Site Layout Options</li> <li>• Site Search &amp; Entry Log</li> <li>• Slideshow</li> <li>• Social Media Integration (Facebook &amp; Twitter)</li> <li>• User &amp; Group Administration Rights</li> <li>• Web Page Upload Utility</li> <li>• Website Administrative Log</li> </ul>





Service & License Agreement for Murfreesboro, TN  
GSA Contract GS-35F-0124U

Phase 1: Analysis and Timeline Development		
<ul style="list-style-type: none"> <li>Identify custom modules and integration projects.</li> <li>Phone interviews with departments and gather information</li> <li>Review current site statistics, if available</li> </ul>	<ul style="list-style-type: none"> <li>Establish project timeline.</li> <li>Coordinate the DNS details.</li> <li><b>Deliverable:</b> Project Timeline and worksheets.</li> </ul>	<b>\$2,369.47</b>
Phase 2: Website Design		
<ul style="list-style-type: none"> <li>Create a professional and attractive "look and feel" for the entire website.</li> <li>Create the layout for each page which will incorporate photographs, graphic illustrations, topic headings, and dynamic components.</li> <li>Modify design with input from client.</li> </ul>	<ul style="list-style-type: none"> <li>Determine customization of modules or custom development projects and provide estimates for project changes.</li> <li><b>Deliverable:</b> Website Design Composition.</li> </ul>	<b>\$6,738.56</b>
Phase 3: Navigation Architecture Development		
<ul style="list-style-type: none"> <li>Develop the global navigation and sub-navigation, persistent navigation, and resource links for the client's website.</li> </ul>	<ul style="list-style-type: none"> <li>Determine optimum taxonomy structure.</li> <li><b>Deliverable:</b> Navigation structure optimized for your website.</li> </ul>	<b>\$3,782.36</b>
Phase 4: Modules and Site Setup		
<ul style="list-style-type: none"> <li>Set up dynamic elements on pages.</li> <li>Additional modules may be established based upon recommendations in Phase 1.</li> </ul>	<ul style="list-style-type: none"> <li><b>Deliverable:</b> Set up a fully functional site, the software that runs the site and statistical analysis for the site.</li> </ul>	<b>\$6,443.27</b>
Phase 5: Content Development		
<ul style="list-style-type: none"> <li>Develop sitemap as pages are being developed</li> <li>Gather content worksheets from your departments and contact departments as needed for additional content</li> <li>Develop new web pages as needed with assistance from client and migrate existing content</li> </ul>	<ul style="list-style-type: none"> <li>Approximately <b>450</b> standard pages and up to <b>2250</b> supporting elements will be developed (You will have ability to create unlimited pages after training)</li> <li>Ongoing review with your staff as major areas are developed</li> <li><b>Deliverable:</b> Website content development and module content.</li> </ul>	<b>\$19,365.57</b>
Phase 6: Test and Review, Establish Future Expectations		
<ul style="list-style-type: none"> <li>Make final revisions to website.</li> <li>Quality Assurance review of new website</li> <li>Review ongoing responsibilities of department heads and administrative staff.</li> </ul>	<ul style="list-style-type: none"> <li><b>Deliverable:</b> List of items that need to be addressed.</li> </ul>	<b>\$6,757.56</b>
Phase 7: Consulting and Training for Your Trainers or Website Administrator		
<b>32 Hours Interactive Webinar Training (up to 6 employees)</b>		
<p><b>Included - Basic Page Admin Training</b></p> <ul style="list-style-type: none"> <li>Basic page development using Page Wizards</li> <li>Applying modules to pages</li> <li>Applied use and usability consulting</li> <li>Effective communication through your website</li> </ul> <p><b>Included - Basic System Admin Training</b></p> <ul style="list-style-type: none"> <li>Set up groups and users</li> <li>Establish permissions</li> </ul> <p><b>Included - Basic Module Admin Training &amp; Use</b></p> <p>Slideshow and Images, Document Center, News Flash, Staff Directory, Opinion Poll, Resource Directory, Calendar, FAQs, Quick Links, and RSS</p>	<p><b>Included - Advanced Module Admin Training &amp; Use</b></p> <ul style="list-style-type: none"> <li>Archive Center, Notify Me, Intranet, Emergency Alert Notification (Single Page Push)</li> </ul> <p><b>Also includes - Module Upgrade Training</b></p> <p>Bid Posting, Facilities &amp; Reservations, Forms Development Tool, Online Job Application, Photo Gallery, Real Estate Locator, Request Tracker, Emergency Alert (Site Wide Push) Blog, Facebook, Twitter, Share</p>	<b>\$5,122.40</b>
Phase 8: Go-Live and Project Review		
<ul style="list-style-type: none"> <li>Launch site.</li> <li>Gather feedback from staff involved in project.</li> </ul>	<ul style="list-style-type: none"> <li><b>Deliverable:</b> Final project review report.</li> </ul>	<b>\$2,369.11</b>
<b>Total Project Development Fee</b>		<b>\$52,948.30</b>
<b>First Year Annual Support, Maintenance and Hosting Fee</b>		<b>\$9,069</b>
Server storage not to exceed 40 GB; Media Center storage not to exceed 10 GB		
<b>Total First Year Fee</b>		<b>\$62,017.30</b>



**Service & License Agreement for Murfreesboro, TN**  
**GSA Contract GS-35F-0124U**

<p><b>2<sup>nd</sup> Year and Beyond Annual Support, Maintenance &amp; Hosting Fee</b>                  Server Storage not to exceed 40 GB                  Media Center Storage not to exceed 10 GB                  Subject to annual 5% increase year 3 and beyond</p>		<p><b>\$9,522</b></p>
<p><b>Annual Support, Maintenance &amp; Hosting Includes:</b></p>		
<p><b>Support</b></p>	<p><b>Maintenance of CivicPlus Application &amp; Modules</b></p>	<p><b>Hosting</b></p>
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

**Company Details**

Icon Enterprises, Inc., d/b/a CivicPlus  
 Federal Tax ID 48-1202104  
 GSA Contract # GS-35F-0124U  
 Toll Free 888-228-2233

Mailing Address for Purchase Orders and Payments  
 Icon Enterprises, Inc., d/b/a CivicPlus  
 Attn: Accounting  
 317 Houston St., Suite E  
 Manhattan, KS 66502





Service & License Agreement for Murfreesboro, TN  
GSA Contract GS-35F-0124U

Exhibit B – Redesign Details

**CivicPlus Project Development Services & Scope of Services for  
CP Basic Redesign**

- New design
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** MOU Between City Parks and Recreation and City Schools

**Department:** Parks and Recreation

**Presented by:** Nate Williams, Executive Director of Recreation Services

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider a Memorandum of Understanding (MOU) Between Parks and Recreation and City Schools.

**Staff Recommendation**

Approve MOU.

**Background Information**

Patterson Park Community Center outdoor improvements, including a new playground, splashpad, parking expansion, and repairs to existing parking areas, are expected to begin within the next few months. Portions of these improvements will happen on space owned by the City but designated for Murfreesboro City Schools. An intergovernmental MOU is needed between the City of Murfreesboro Parks and Recreation Department and Murfreesboro City Schools to acknowledge that the designated property will be considered Murfreesboro Park property moving forward and maintained as such.

**Council Priorities Served**

*Establish strong City brand*

A new playground, splashpad, parking expansion, and repairs to existing parking areas will enhance the overall experience at Patterson Park Community Center and add much needed amenities to the park system.

**Fiscal Impact**

None

**Attachment**

MOU

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MURFREESBORO PARKS AND RECREATION DEPARTMENT  
AND  
MURFREESBORO CITY SCHOOLS

This Memorandum of Understanding (hereinafter "MOU" or "Memorandum") is between the City of Murfreesboro Parks and Recreation Department, a department of the City of Murfreesboro, and Murfreesboro City Schools, a municipal school district and political subdivision of the City of Murfreesboro, a municipal corporation within the State of Tennessee, and is entered into as of the date of the last date of the signature of the parties as set forth.

WHEREAS, the Murfreesboro Parks and Recreation Department wishes to make improvements to the location as shown on Exhibit A to provide recreational benefits to residents of the City of Murfreesboro;

WHEREAS, the Murfreesboro Parks Department has identified that this project will require construction activity on property owned by the City of Murfreesboro that is designated for Murfreesboro City Schools;

WHEREAS, the City Parks Department is requesting to construct and maintain an extension of Patterson Park Community Center on this property for use by the general public to provide public recreational facilities and opportunities in accordance with the terms hereinafter set out;

WHEREAS, the City Parks Department will be responsible for all costs associated with permitting, design, and construction of said project and shall be responsible for the design and construction of said project; and

NOW, THEREFORE, in consideration of the promises, covenants, and other agreements herein made, the Parties agree as follows:

SECTION 1. Land Use Agreement

1.1 Murfreesboro City Schools hereby permits the City of Murfreesboro Parks and Recreation Department to use real property located in the front area of Patterson Park Community Center and Bradley Academy, more particularly described in the document attached hereto as Exhibit A, in accordance with the terms hereinafter set out certain.

1.2 The Murfreesboro Parks and Recreation Department shall use the property for the purposes of developing, constructing, and maintaining, at its own expense, an extension of Patterson Park Community Center. The operation and management of the extension shall be the responsibility of the Murfreesboro Parks and Recreation Department.

1.3 Murfreesboro City Schools shall have access to public use of the property in compliance with the facilities use policies and procedures of the Murfreesboro Parks and Recreation Department.

## SECTION 2. General Terms and Conditions

2.1 This MOU will become effective upon the execution by both parties and will remain in effect while the property is in active use and is being maintained by the Murfreesboro Parks and Recreation Department. This MOU may be terminated under the following conditions: (1) the property is no longer in active use or is no longer being maintained by the Murfreesboro Parks and Recreation Department for a consecutive period of six (6) months or longer or (2) by mutual written agreement of both parties.

2.2 This MOU does not authorize the expenditure or reimbursement of any funds. Nothing in this MOU obligates the parties to expend appropriations or enter into any contract or other obligations.

2.3 This MOU shall be governed by, construed, and enforced with the laws of the State of Tennessee, without giving effect to the principles of conflict of laws.

2.3 Nothing in this MOU shall be construed to give any rights or benefits to any third party or entity other than the Murfreesboro Parks and Recreation Department. This MOU may not be assigned or delegated to any third party.

2.4 This MOU may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall constitute one and the same instrument.

2.5 Any modifications to this MOU must be made in writing and shall be signed by both parties hereto.

2.6 Disputes arising under this MOU shall be resolved informally by discussions between officials designated by each agency.

2.7 If any provision of this MOU is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this MOU will not be impaired in any way.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties have duly executed this MOU.

MURFREESBORO CITY SCHOOLS

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Butch Campbell  
Board Chair

\_\_\_\_\_  
Date

MURFREESBORO CITY

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

\_\_\_\_\_  
Date

Approved as to form:

Signed by:  
  
\_\_\_\_\_  
43A2035E51F9401...  
Adam Tucker, City Attorney



# Exhibit A





# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** Mandatory Referral for Closing a Segment of Hickerson Drive to Vehicular Use

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider request to allow the closure of a segment of Hickerson Drive to vehicular use.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission considered this request at its September 4, 2024 regular meeting and then voted to recommend approval.

**Background Information**

In this mandatory referral, Council is being asked to consider closing an approximately 730'-long segment of Hickerson Drive to vehicular traffic. The segment in question is located directly north of West Castle Street. It is proposed to be redeveloped, along with a number of adjacent properties, with the Town Creek Daylighting project and at that time will no longer be accessible to motor vehicles. Additional details can be found in the attached Planning Commission staff report. Because this is modifying the use of a City right-of-way, a mandatory referral is required for this action. Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

1. Provisions for utility companies to retain continued access to existing infrastructure must be made within the portion of Hickerson Drive that is proposed to be closed to vehicular traffic.
2. City Staff will need to obtain a public access easement on 415 South Front Street that connects with Hickerson Drive to act as a "hammerhead" turnaround for the Fire Department prior to closing this segment of the street to vehicular traffic.

**Council Priorities Served**

*Improve Economic Development*

The creation of the proposed linear park and green space with the Town Creek Daylighting project adds to the desirability of the City's downtown as a place for businesses and residents alike to locate and visit.

*Establish Strong City Brand*

The Town Creek Daylighting project is yet another example of the emphasis that the City has placed on providing high-quality recreational opportunities for its citizens.

*Expand Infrastructure*

The closure of this segment of roadway will help to facilitate the construction of the Town Creek Daylighting project, offering recreational opportunities for citizens and at the same time addressing a needed repair to an existing stormwater management facility.

**Attachments:**

1. Staff comments from 09/04/2024 Planning Commission meeting
2. Maps of Hickerson Drive
3. Exhibit from applicant

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
SEPTEMBER 4, 2024,  
PROJECT PLANNER: HOLLY SMYTH**

**6.a. Mandatory Referral [2024-717] to consider closing a portion of Hickerson Drive from vehicular use, City of Murfreesboro applicant.**

In this mandatory referral, the Planning Commission is being asked to consider closing vehicular access on a portion of Hickerson Drive north of West Castle Street tied to the City's Town Creek Daylighting project. The area contains a 50' wide right-of-way (ROW) by approximately 728 linear feet of length and is shown on the attached maps.

The concept of the Town Creek Daylighting project began as one of the core development scenarios in the Historic Bottoms Planning Study. The goal was to bring the piped creek back to the surface, provide additional stormwater capacity, and create a linear park. This project extends the greenway and connects the Lytle Creek Greenway at Cannonsburgh and South Front Street to the Discovery Center Murfree Springs wetland area east of South Church Street and the McDonalds. The City has been moving the project forward by obtaining a grant, acquiring property, demolishing buildings, pulling together refined designs, bringing Site Plan #2024-3104 to Planning Commission, and preparing the bid package and construction. The City is now requesting the mandatory referral to close the portion of Hickerson Drive that will no longer be used for vehicular use with the implementation of this project. The remaining vehicular accessible section of Hickerson Drive to the west will be rebuilt with 2 travel lanes, new perpendicular parking with vehicular access remaining to the two parcels closest to South Front Street. The portion being closed to vehicular traffic is being modified to contain the new 8' bike and 6' pedestrian trails within the daylighting project. While it is proposed that this 2<sup>nd</sup> area be closed to vehicular use, the ROW is not proposed to be abandoned at this time.

Currently, all the parcels fronting the north side of Hickerson Drive have been purchased by the City and most buildings have been demolished or in process of demolition to accommodate the creek daylighting project. The south side of the Hickerson Drive ROW is currently being used to access four parcels, with two parcels continuing to have vehicular access from this street with the City's project. The City has also purchased 315 Hickerson Drive, as the Town Creek project implementation would not allow the existing business to continue to have adequate access from the parcel. All remaining businesses will have roadway access through either the remaining section of Hickerson Drive or West Castle Street. City staff has been working with the Fire Department to create an adequate turn-around for Hickerson Drive. The City and private property owner of 415 S. Front Street are in agreement with creating a public access easement into their parking lot off Hickerson Drive that will act as a hammer head turn around for the Fire Department.

Because the right-of-way is not being abandoned and just the use of a portion of the right-of-way is being modified to not allow vehicular access, all utilities can stay in place and/or be incorporated into the Town Creek Daylighting project. The Legal Department advised,

however, that because the “use” of the right-of-way was being modified, a mandatory referral needed to be filed. Should other rights-of-way or utility easements need to be abandoned within the town creek daylighting project, additional “Mandatory Referrals” will need to be filed.

Staff recommends the following conditions of approval be applicable to the mandatory referral request:

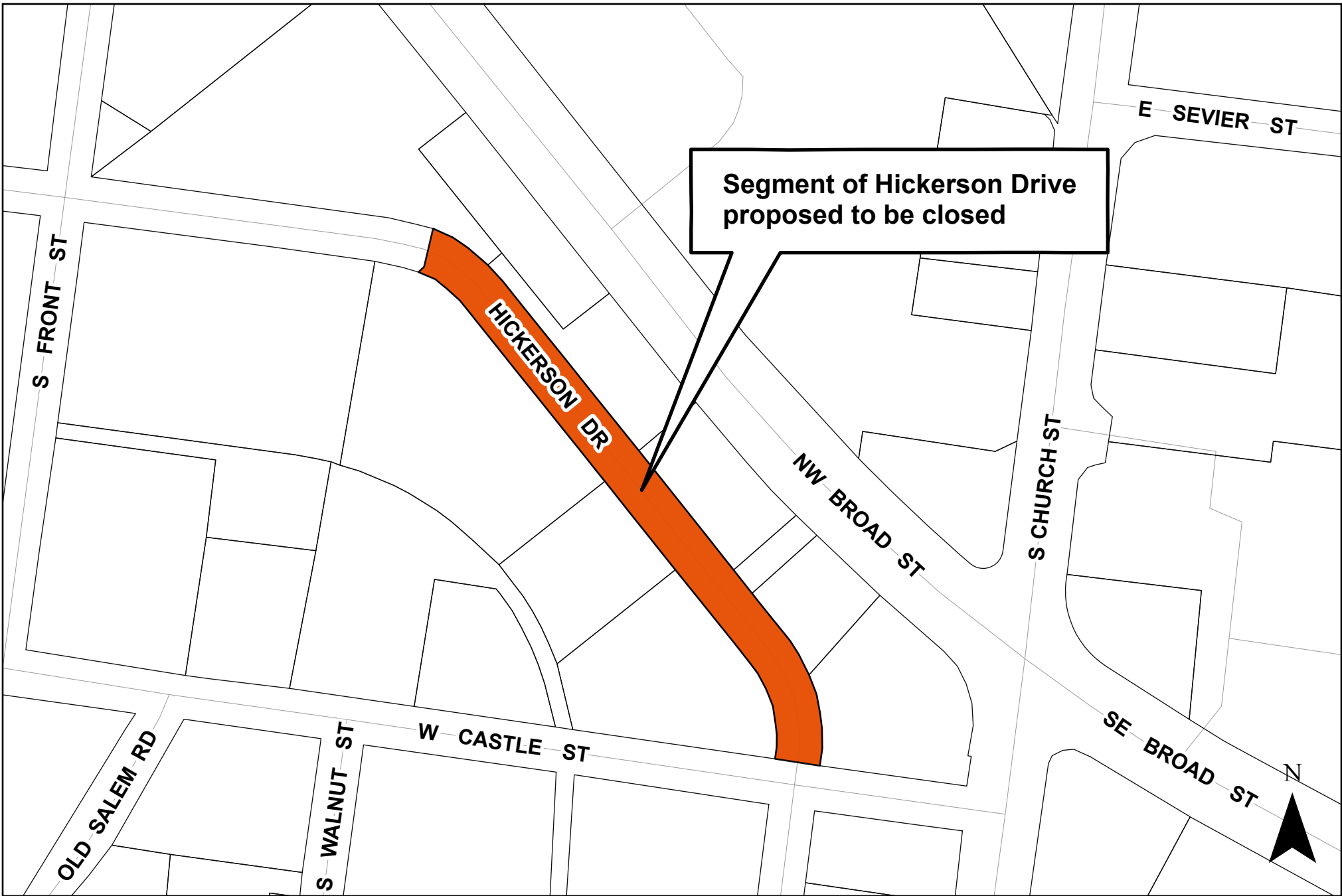
1. Provisions for utilities to retain continued access to existing infrastructure must be made within the portion of Hickerson Drive that is proposed to be closed to vehicular traffic.
2. City staff will need to obtain a public access easement on 415 S. Front Street that connects with Hickerson Drive that will act as a hammer head turn around for the Fire Department prior to closing a portion of the street to vehicular access.

### **Action Needed**

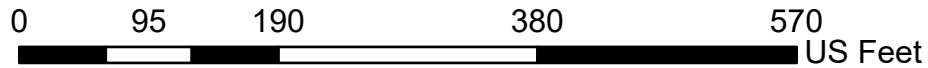
The Planning Commission should conduct a public hearing and then discuss this matter and formulate a recommendation to the City Council. Staff recommends that any approval be made subject to the above conditions.

### **Attachments:**

- Non-Ortho Map depicting the vehicular closure area
- Ortho maps depicting the vehicular closure area
- Engineer map of the portion of Hickerson for vehicular closure area

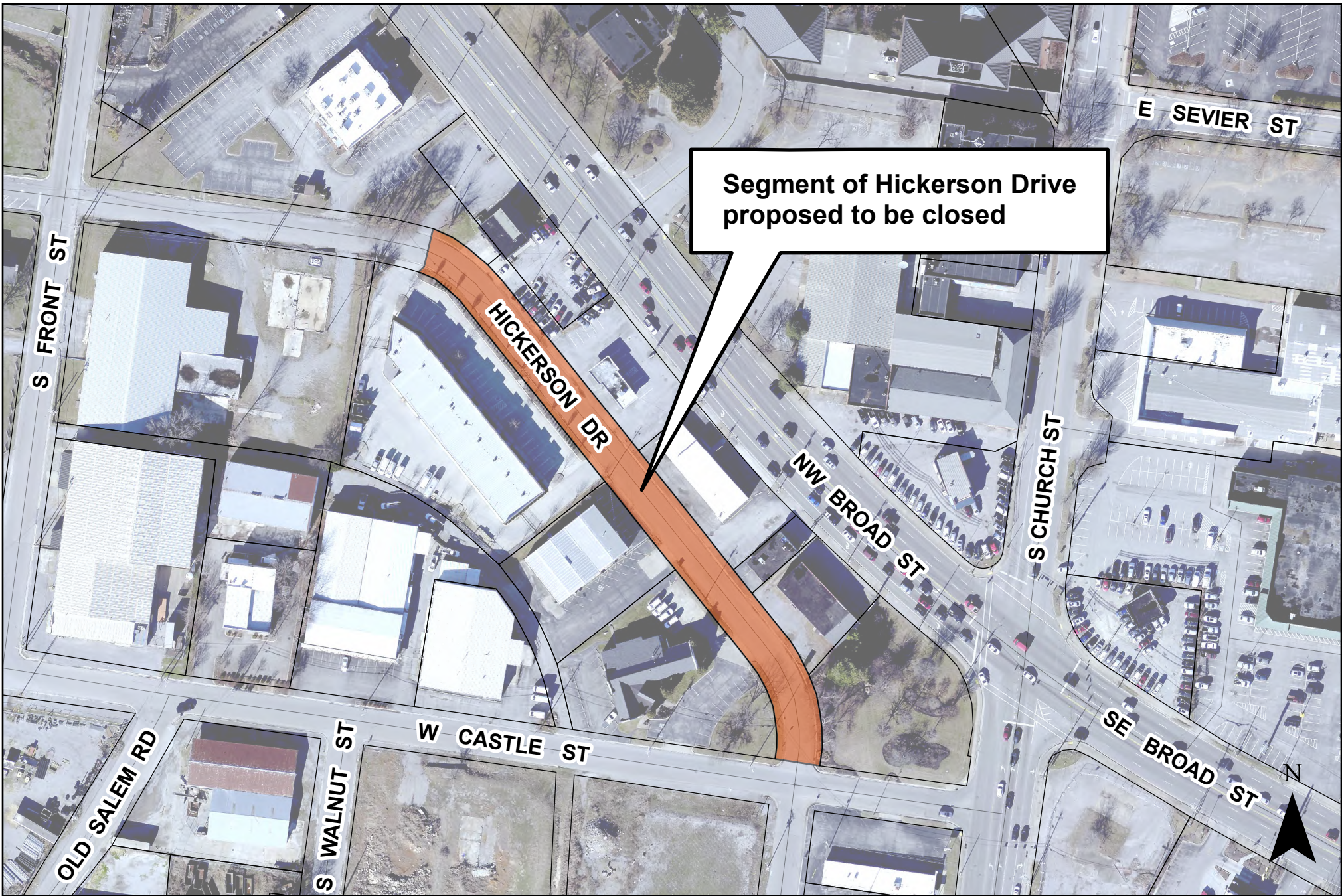


Request to close a segment of Hickerson Drive  
public right-of-way



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

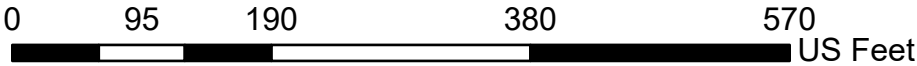




Segment of Hickerson Drive  
proposed to be closed



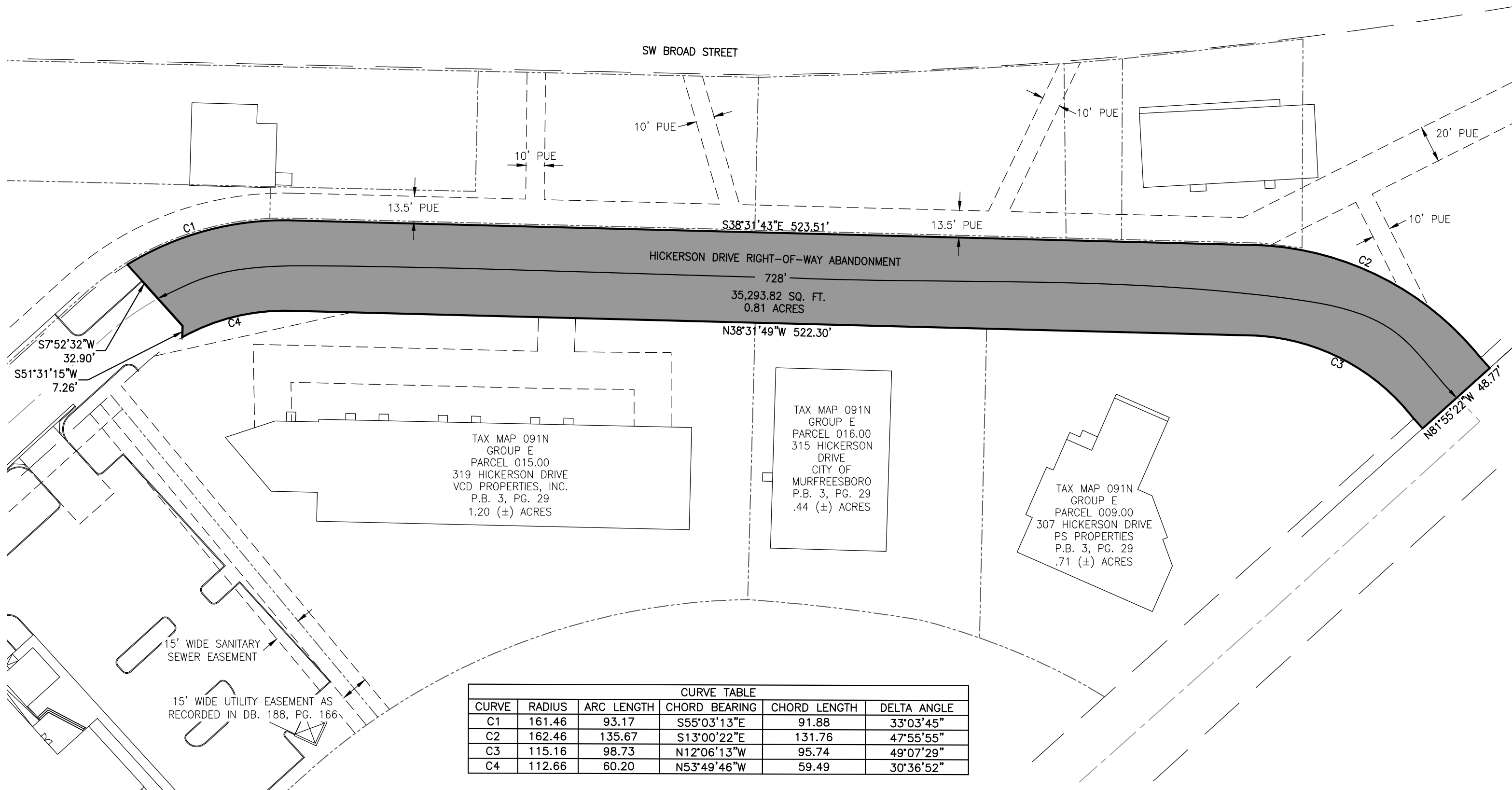
### Request to close a segment of Hickerson Drive public right-of-way



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



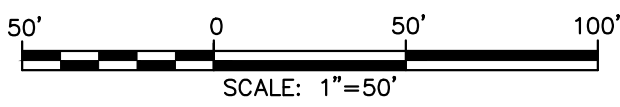
FILE NAME: L:\ENGINEERING\226 CITY OF MURFREESBORO\226-227 TOWN CREEK PHASE 2\DRAWINGS\ROAD EXHIBIT\226-227 ROAD EXHIBIT.DWG



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	161.46	93.17	S55°03'13"E	91.88	33°03'45"
C2	162.46	135.67	S13°00'22"E	131.76	47°55'55"
C3	115.16	98.73	N12°06'13"W	95.74	49°07'29"
C4	112.66	60.20	N53°49'46"W	59.49	30°36'52"

**GRIGGS & MALONEY**  
INCORPORATED  
Engineering & Environmental Consulting

P.O. BOX 2968, MURFREESBORO, TN 37133-2968  
(615) 895-8221 \* FAX (615) 895-0632  
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**Right-of-Way Abandonment**  
**Hickerson Drive**  
**Arco-Murray Property**  
**Town Creek Phase 2**  
**Murfreesboro, Tennessee**  
Project No. 226-227 July 2024

# COUNCIL COMMUNICATION

Meeting Date: 9/19/2024

---

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

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

---

## Summary

Asphalt and concrete purchases report.

## Background Information

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

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

## Council Priorities Served

*Responsible budgeting*

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

## Fiscal Impacts

Asphalt purchases, \$120,000, and concrete purchases, \$60,000, are funded by the Department's FY25 Budget.

## Attachments

Asphalt and Concrete Purchases Report

**FY25 STREET DEPARTMENT ASPHALT PURCHASES**

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/26/2024	Hawkins	411D 64-22	\$ 87.90	3.80	\$ 334.02	\$ 334.02
8/14/2024	Hawkins	411E	\$ 90.97	9.10	\$ 827.83	\$ 1,161.85
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -
			\$ -		\$ -	\$ -

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/1/2024	Vulcan	307BM PG 64-22	\$ 76.00	9.69	\$ 736.44	\$ 736.44
8/14/2024	Vulcan	307BM PG 64-22	\$ 76.00	4.32	\$ 328.32	\$ 1,064.76
8/28/2024	Vulcan	411E PG 64-22	\$ 87.50	5.31	\$ 464.63	\$ 1,529.39
8/29/2024	Vulcan	411E PG 64-22	\$ 87.50	6.40	\$ 560.00	\$ 2,089.39
			\$ -	0.00	\$ -	\$ 2,089.39
			\$ -	0.00	\$ -	\$ 2,089.39
			\$ -	0.00	\$ -	\$ 2,089.39
			\$ -	0.00	\$ -	\$ 2,089.39
			\$ -	0.00	\$ -	\$ 2,089.39
			\$ -	0.00	\$ -	\$ 2,089.39
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -

Invoice Date	Vendor	Type	Rate	Tons	Total	FY Total
7/2/2024	Wiregrass Construction	Commercial 411-E	\$ 94.98	13.00	\$ 1,234.74	\$ 1,234.74
7/3/2024	Wiregrass Construction	Commercial 411-E	\$ 95.02	12.05	\$ 1,144.99	\$ 2,379.73
7/26/2024	Wiregrass Construction	TDOT 411-D PG 64-22	\$ 113.03	3.41	\$ 385.43	\$ 2,765.16
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.43	\$ 1,674.75	\$ 4,439.92
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	21.59	\$ 1,687.26	\$ 6,127.18
8/7/2024	Wiregrass Construction	TDOT 307-BM PG64-22	\$ 78.15	20.40	\$ 1,594.26	\$ 7,721.44
8/15/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	3.08	\$ 293.19	\$ 8,014.62
8/16/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	6.89	\$ 655.86	\$ 8,670.48
8/27/2024	Wiregrass Construction	Commercial 411-E	\$ 95.19	5.88	\$ 559.72	\$ 9,230.20
			\$ -	0.00	\$ -	\$ 9,230.20
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -

**FY 25 STREET DEPARTMENT CONCRETE PURCHASES**

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/3/2024	Nashville Ready Mix	Flowable Fill TDOT	\$ 126.00	2.00		\$ 252.00	\$ 252.00
7/8/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.00		\$ 276.00	\$ 528.00
7/9/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	4.00		\$ 552.00	\$ 1,080.00
		Min Load Charge	\$ 75.00	1.00		\$ 75.00	\$ 1,155.00
		Fuel Surcharge	\$ 50.00	1.00		\$ 50.00	\$ 1,205.00
		Retarder 2%	\$ 8.00	4.00		\$ 32.00	\$ 1,237.00
7/10/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	2.00		\$ 276.00	\$ 1,513.00
7/11/2024	Nashville Ready Mix	3500 PSI Chips	\$ 138.00	1.50		\$ 207.00	\$ 1,720.00
7/12/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 1,996.00
7/15/2024	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 2,203.00
7/16/2024	Nashville Ready Mix	3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 2,341.00
7/17/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 2,548.00
7/18/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 2,893.00
7/25/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 3,100.00
7/26/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,238.00
7/29/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,376.00
8/2/2024	Nashville Ready Mix	4451 CF5 4000 PSI Chips AE	\$ 140.00	2.00		\$ 280.00	\$ 3,656.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 3,666.00
8/5/2024	Nashville Ready Mix	3413CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 3,804.00
8/5/2024	Nashville Ready Mix	3375LF5 3000 PSI AE	\$ 135.00	1.00		\$ 135.00	\$ 3,939.00
8/6/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,215.00
8/7/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,491.00
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 4,629.00
8/8/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 4,905.00
8/13/2024	Nashville Ready Mix	Flowable Fill TDOT	\$ 126.00	10.00		\$ 1,260.00	\$ 6,165.00
		Fuel Surcharge	\$ 50.00	1.00		\$ 50.00	\$ 6,215.00
8/13/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 6,560.00
8/15/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 6,698.00
8/26/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 6,905.00
8/27/2024	Nashville Ready Mix	3500 CF5 3500 PSI Chips AE	\$ 138.00	1.00		\$ 138.00	\$ 7,043.00
		Fiber 1 half fibers	\$ 3.00	1.00		\$ 3.00	\$ 7,046.00
8/30/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.00		\$ 276.00	\$ 7,322.00
		Retarder 2%	\$ 8.00	2.00		\$ 16.00	\$ 7,338.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 7,348.00
9/3/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	2.50		\$ 345.00	\$ 7,693.00
9/4/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	3.00		\$ 414.00	\$ 8,107.00
9/5/2024	Nashville Ready Mix	3413 CF5 3500 PSI Chips AE	\$ 138.00	1.50		\$ 207.00	\$ 8,314.00
9/6/2024	Nashville Ready Mix	3500LF5 PSI AE	\$ 137.00	2.00		\$ 274.00	\$ 8,588.00
		Fiber 2 Full Fibers	\$ 5.00	2.00		\$ 10.00	\$ 8,598.00
							\$ 8,598.00
							\$ 8,598.00

Invoice Date	Vendor	Type	Rate	Yards	Surcharge	Total	FY Total
7/5/2024	Orgain Ready Mix	3000 PSI 1/2" AGG	\$ 139.00	1		\$ 139.00	\$ 139.00

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Contract for Mulching Services

**Department:** Street Department

**Presented by:** Tracy Brown, Assistant Director

**Requested Council Action:**

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

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**Summary**

Consider contract for mulching services with Kelton's Inc. dba TerraScape.

**Staff Recommendation**

Approve the Contract for Mulching Services with TerraScape.

**Background Information**

The Street Department uses mulching services at various landscaped sites throughout the city where manual methods are unsafe due to high traffic volume.

An Invitation to Bid was issued on July 30, 2024, and the City received one responsive bidder. TerraScape submitted the lowest responsible and responsive bid.

**Council Priorities Served**

*Responsible Budgeting*

Outsourcing mulching services in high traffic volume areas lowers the risk to city employees and associated potential claims.

**Fiscal Impact**

The Contractor's proposal of \$46 per cubic yard is accommodated within the FY25 department budget.

**Attachments**

Contract for Mulching Services

**Contract for Mulching Services  
Between the  
City of Murfreesboro and  
Kelton's Incorporated dba TerraScape**

This Contract is entered into and effective as of the \_\_\_\_\_ ("Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and Kelton's Incorporated dba TerraScape, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- This Contract
- ITB-02-2025 Mulching Services, issued July 30, 2024 (the "Solicitation");
- Contractor's Proposal, dated August 20, 2024 ("Contractor's Proposal"), herein provided as Exhibit A; and,
- Any properly executed amendments to this Contract.

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 Contract (most recent amendment or change order given first priority);
- Second, this Contract;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal (Exhibit A).

**1. Duties and Responsibilities of Contractor.**

Contractor agrees to provide Mulching Services based on "ITB-02-2025 – Mulching Services" listed under the "Bid Specifications" of the ITB "and Bid Form submitted by Contractor."

**2. Term.**

- A. The contract shall be in effect commencing on the Effective Date. The initial term of this contract will be one (1) year from the Effective date of the contract with four (4) one-year optional renewals with the entire contract not exceeding five (5) years. Renewals shall not be effective until approved by the City Council.
- B. Contractor's services may be terminated in whole or in part:
- 1) Upon 30-day prior notice, for the convenience of the City.
  - 2) 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.
  - 3) For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other



party fails to remedy the problem within 15 days after receiving the notice.

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

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

Contractor will be compensated upon the completion of tasks as outlined in the Price Proposal and upon the completion of a task and submission of an invoice to the City. For the purpose of this Agreement, the value of this Agreement is based upon the "Unit Cost" listed in the Contractor's Proposal. The unit cost set forth in the Contractor's Proposal, which reflects the **Unit Price of \$46 per cubic yard for Black Mulch and \$46 per cubic yard for Brown Hardwood Mulch.** 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. Payment shall be made to Contractor on terms of 100% net 30 days from the date of shipment or at the time of start-up, whichever occurs first. Invoices will be sent to: Street Department, attention: Tracy Brown, 620 W. Main Street, Murfreesboro, TN 37130 and to Accounts Payable at: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).

4. **Tax Exempt.** The City of Murfreesboro is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.
5. **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 Contract, 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.
7. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
8. **Modification.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
10. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

11. **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.
12. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

- a. The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - b. The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
  - c. The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or

procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.

15. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this Contract may only be filed in the courts of Rutherford County, Tennessee, or the Middle District of Tennessee, as applicable.
19. **Indemnification and Hold Harmless.**
  - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

- i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
- ii. If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - 1. Procure for the City the right to continue using the products or services.
  - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

**20. 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 Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

If to the Contractor:

Jason Kelton, Owner  
2870 Old Fort Parkway  
Murfreesboro, TN 37128  
jason@keltonsinc.com



- 21. **Insurance.** During the term of this Contract, Contractor must maintain comprehensive general liability insurance and auto liability insurance both with limits of not less than \$1,000,000 per occurrence, as well workers' compensation insurance as required by the State of Tennessee. Both the general liability and auto liability policies must be endorsed or written to name as additional insureds the following: "the City of Murfreesboro, Tennessee and its elected officials, officers, employees, representatives, and agents." Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee and its elected officials, officers, employees, representatives, and agents."
- 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. **Federal Certifications and Assurances.** The City of Murfreesboro's purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various federal statutes, executive orders, and regulations, including without limitation: Executive Order 11246 – Equal Employment Opportunity; Executive Order 12612 – Federalism; 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor; Office of Management and Budget Circular A-102; and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements." Contractor shall comply with all required federal certifications and assurances.
- 24. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 25. **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.
- 26. **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.
- 27. **Effective Date.** This Contract 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 first set forth above.

**CITY OF MURFREESBORO**

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

**CONTRACTOR NAME**

By: Jason Kelton  
Jason Kelton, Owner

Approved as to form:

Adam F Tucker  
Adam Tucker, City Attorney

### BID FORM

MURFREESBORO PURCHASING DEPARTMENT BID FORM				
<b>ITB- 02-2025 Mulching Services</b>		<b>Name of Bidder:</b> Kelton's Inc  <b>Date:</b> August 20, 2024		
		All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, installation, and any other standard equipment necessary provide this service, freight and delivery in accordance with "ITB-02-2025, Section 2. Specifications- Mulching Services."  Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.		
ITEM NO.	QUANTITY	PRODUCT DESCRIPTION	UNIT PRICE per cubic yard (1 ea)	EXTENDED COST
1.	40 cubic yard	Black Mulch	\$ 46	\$ 1840
2.	40 cubic yard	Brown Hardwood Mulch	\$ 46	\$ 1840
		<b>GRAND TOTAL</b>		<b>\$</b>

**COUNCIL COMMUNICATION**  
**Meeting Date: September 19, 2024**

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**Item Title:** City Council Meeting Minutes (September 5, 2024)

**Department:** Finance

**Presented by:** Erin Tucker, City Recorder

**Requested Council Action:**

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

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**Summary**

Review and approval of City Council meeting minutes.

**Staff Recommendation**

Approve minutes as listed.

**Background Information**

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

**Attachments**

September 5, 2024 (Public Comment Meeting)  
September 5, 2024 (Regular Meeting)



**City of Murfreesboro**  
**City Council – Special Session, Public Comment**

Thursday, September 5, 2024 at 5:30 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in special session at its regular meeting place in the Council Chambers at City Hall at 5:31 p.m. on Thursday, September 5, 2024.

**Council Members Present**

Vice Mayor Bill Shacklett - Presiding  
Jami Averwater  
Madelyn Scales Harris  
Austin Maxwell  
Kirt Wade  
Shawn Wright

Mayor Shane McFarland was absent and excused from this meeting.

**City Representatives Present**

Darren Gore, City Manager  
Adam Tucker, City Attorney  
Erin Tucker, City Recorder  
Melanie Joy Peterson, City Clerk  
Raven Bozeman, Executive Assistant

**Public Comment**

Vice Mayor Shacklett called the meeting to order and announced that this special meeting was being held for public comment. He inquired if there was anyone registered to speak. Ms. Peterson confirmed there was no one registered to speak.

There being no further business, Vice Mayor Shacklett adjourned the meeting at 5:32 p.m.

\_\_\_\_\_  
BILL SHACKLETT  
VICE MAYOR

ATTEST:

\_\_\_\_\_  
ERIN TUCKER  
CITY RECORDER

APPROVED BY COUNCIL: \_\_\_\_\_





**City of Murfreesboro  
City Council – Regular Session**

Thursday, September 5, 2024 at 6:00 pm  
City Council Chambers  
111 West Vine Street  
Murfreesboro, Tennessee

**MINUTES**

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:01 p.m. on Thursday, September 5, 2024.

**Council Members Present**

Mayor Shane McFarland – Presiding  
Jami Averwater  
Madelyn Scales Harris  
Austin Maxwell  
Bill Shacklett  
Kirt Wade  
Shawn Wright

**City Representatives Present**

Darren Gore, City Manager  
Adam Tucker, City Attorney  
Erin Tucker, City Recorder  
Sam Huddleston, Assistant City Manager  
Valerie Smith, Interim Water Resources Director  
Dr. Trey Duke, Murfreesboro City Schools Director  
Robert Holtz, Community Development Director  
Chad Gehrke, Airport Manager  
Cathy Smith, Purchasing Director  
Melanie Joy Peterson, City Clerk  
Raven Bozeman, Executive Assistant

**Prayer and Pledge of Allegiance**

Mayor McFarland called the meeting to order, and Ms. Scales Harris commenced the meeting with a moment of silence and prayer followed by the Pledge of Allegiance.

**Public Comment on Actionable Agenda Items**

Mayor McFarland inquired of City Recorder Erin Tucker about the presence of any registered speakers for public comment on actionable agenda items. Ms. Tucker indicated there were no individuals registered to speak on any actionable agenda items.

**Consent Agenda**

The Consent Agenda was presented for approval with Council Communications for the following items:

1. ~~Housing Rehabilitation Change Order 1214 Wingate St. (Community Development)~~  
Mr. Maxwell requested this item be removed from Consent Agenda and place under Other Business
2. Housing Rehabilitation 2407 Aspen Ave. (Community Development)
3. ADA Building Assessment Agreement (Facilities)
4. Purchase of Radio Equipment from Motorola (Police)
5. Quality Performance Review Service Agreement (Police)
6. Use of Request for Competitive Sealed Proposals for Special Census (Purchasing)
7. Asphalt Purchases Report (Water Resources)

Mr. Wright made a motion to approve Consent Agenda items 2-7. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### Minutes

8. **City Council Meeting Minutes for June 6, through August 22, 2024.** City Recorder Erin Tucker presented a Council Communication regarding approval of City Council meeting minutes for the following:

- June 6, 2024 (Public Comment Meeting)
- June 6, 2024 (Regular Meeting)
- June 13, 2024 (Workshop Meeting)
- June 13, 2024 (Joint Meeting with Planning Commission)
- June 20, 2024 (Regular Meeting)
- July 11, 2024 (Workshop Meeting)
- July 18, 2024 (Public Comment Meeting)
- July 18, 2024 (Regular Meeting)
- July 25, 2024 (Regular Meeting)
- August 8, 2024 (Workshop Meeting)
- August 22, 2024 (Public Comment Meeting)
- August 22, 2024 (Regular Meeting)

The meeting minutes were not read aloud but were presented for approval as part of the agenda packet.

Ms. Averwater made a motion to approve the minutes. Mr. Wright seconded the motion.

Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### Old Business

9. **Ordinance 24-OZ-26 (2<sup>nd</sup> and Final Reading).** The ordinance titled, "ORDINANCE 24-OZ-26 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.57 acres located along East Vine Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) to

Planned Residential Development (PRD) District and City Core Overlay (CCO) (Enclave at Vine Street PRD); Big Red Holdings, LLC, applicant [2024-407]” passed its first reading on August 22, 2024 and was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 24-OZ-26. Ms. Averwater seconded the motion. Upon roll call, the ordinance was passed on its second and final reading by the following vote:

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

**Nay:** None

**10. Ordinance 24-O-25 (2<sup>nd</sup> and Final Reading).** The ordinance titled, “ORDINANCE 24-O-25 amending the Murfreesboro City Code, Chapter 2, Administration, Article XV, adopting an ethics code for City officials and employees” passed its first reading on August 22, 2024 and was offered for passage on its second and final reading.

City Attorney Adam Tucker said the ordinance was identical to the one presented at the prior August 22nd meeting apart from the amendment to Section 2-322 – Non-City work and employment approved prior to passage on first reading, as requested by Council.

Mr. Wright made a motion to approve Ordinance 24-O-25. Mr. Maxwell seconded the motion. Upon roll call, the ordinance, as amended, was passed on its second and final reading by the following vote:

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

**Nay:** None

**11. Ordinance 24-O-18 (2<sup>nd</sup> and Final Reading).** The ordinance titled, “ORDINANCE 24-O-18 amending the Murfreesboro City Code, Chapter 33, Section 33-80, Petition for additional allowance; fee applicable to exempt land classifications” passed its first reading on August 22, 2024, and was offered for passage on its second and final reading.

Ms. Averwater made a motion to approve Ordinance 24-O-18. Mr. Wade seconded the motion. Upon roll call, the ordinance was passed on its second and final reading by the following vote:

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

**Nay:** None

## **New Business**

12. **Resolution 24-R-26 Truist Bank Credit Card Authorization.** City Recorder Erin Tucker presented a Council Communication requesting Council revise the authorized employee job titles for those with access to the commercial credit card account with Truist Bank to provide access to Erin Tucker, City Recorder, and Amanda DeRosia, Interim Finance Director. The resolution titled, “RESOLUTION 24-R-26 designating certain officials as authorized to administer the commercial credit card account with Truist Bank” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-26. Ms. Scales-Harris seconded the motion. Upon roll call, the resolution was passed by the following vote:

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

**Nay:** None

13. **Resolution 24-R-25 FY25 Schools Budget Amendment #2.** Murfreesboro City Schools Director Dr. Trey Duke presented a Council Communication regarding amendment #2 to the FY25 General Purpose and Federal Projects Fund. The resolution titled, “RESOLUTION 24-R-25 amending the Fiscal Year 2025 (hereafter “FY2025”) Murfreesboro City Schools Budget (2nd Amendment)” was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-25. Mr. Wright seconded the motion. Upon roll call, the resolution was passed by the following vote:

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

**Nay:** None

14. **Housing Rehabilitation 437 S. Highland Ave.** Community Development Director Robert Holtz presented a Council Communication regarding housing rehabilitation assistance through the Community Development Housing Rehabilitation program for 437 South Highland Avenue. Mr. Holtz requested the Council approve the assistance for the rehabilitation activity and contract with Rubicon Engineering Services, LLC for \$54,000.

Mr. Maxwell made a motion to approve the rehabilitation activity and contract. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None



**15. Affordable Housing Assistance - Legacy Pointe.** Community Development Director Robert Holtz presented a Council Communication regarding affordable housing down payment assistance from federal Community Development Block Grant (CDBG) funds for the City's Affordable Housing Assistance Program for purchasers of homes in Legacy Pointe developed by Habitat for Humanity. The properties include 2846, 2907, 2841 and 2825 Humanity Trail. Mr. Holtz requested the Council approve expenditures of \$10,000 towards each down payment from existing CDBG funds for a total of \$40,000.

Mr. Wade made a motion to approve the expenditure from CDBG funds for downpayment assistance. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**16. Approach Mitigation Design Work Grant.** Airport Director Chad Gehrke presented a Council Communication regarding the approach mitigation design work grant using federal, state, and local funds. Mr. Gehrke requested the Council approve the grant for approach mitigation design work for \$264,400 with 90% Federal funding (BIL) up to \$237,960, 5% state funding equaling \$13,220, and 5% local funding equaling \$13,220 paid through FY24 CIP or Airport Fund.

Mr. Wright made a motion to approve the grant. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**17. Approach Mitigation Design Work Authorization.** Airport Director Chad Gehrke presented a Council Communication regarding approach mitigation design work authorization and requested Council approve the approach mitigation design work authorization with Barge Design Solutions, Inc. in the amount of \$264,320.

Ms. Scales Harris made a motion to approve the design work authorization. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**18. Hazen & Sawyer Master Services Agreement.** Interim Water Resources Director Valerie Smith presented a Council Communication regarding a Master Service Agreement with Hazen and Sawyer to assign tasks associated with preliminary engineering and permitting for the Water Resource Recovery Facility (WRRF) Expansion. The expansion of the WRRF will allow development and redevelopment to continue into approximately 2048. The Water Resources Board recommended approval of these revisions on August 27, 2024. Ms. Smith requested Council approve the Master Services Agreement with Hazen and Sawyer.

Ms. Scales Harris made a motion to approve the master services agreement. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**19. Hazen & Sawyer Task Order No. 1 Prelim Engineering & Permitting for Water Resources Recovery Facility (WRRF) Expansion.** Interim Water Resources Director Valerie Smith presented a Council Communication regarding Task Order No. 1 with Hazen and Sawyer for preliminary engineering and permitting and associated with the WRRF. The Water Resources Board recommended approval of these revisions on August 27, 2024. Ms. Smith requested Council approve Hazen and Sawyer Task Order No. 1 in the amount of \$894,000.

Ms. Scales Harris made a motion to approve the task order. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**20. Fountains Agreement 5<sup>th</sup> Amendment.** Assistant City Manager Sam Huddleston presented a Council Communication regarding the Fifth Amendment to the Agreement for Conveyance of Real Estate Extension of Phase 2 Deadlines (5<sup>th</sup> Amendment). Mr. Huddleston requested Council approve the 5th Amendment between the City of Murfreesboro and Fountains at Gateway, LLC, as assignee of and successor to Scott Graby.

Mr. Maxwell made a motion to approve the 5<sup>th</sup> Amendment. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**21. Caroline Farms Road Development Agreement First Amendment.** Assistant City Manager Sam Huddleston presented a Council Communication regarding a First Amendment to Road Development Agreement between the City of Murfreesboro and Caroline Farms, LLC (First Amendment). Mr. Huddleston requested Council approve the First Amendment resulting in a fee payment of \$130,100 to the City for fees in lieu of construction for an unbuilt portion of Quarter Horse Drive and transfer of 45,000 square feet of preserved wetlands to the City.

Mr. Wright made a motion to approve the First Amendment. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

**Aye:** Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright

**Nay:** None

**Abstain:** Shane McFarland

**22. Election of Vice Mayor.** The City Charter provides for the election of a Vice Mayor from among the Council. The Charter permits the Vice Mayor to act in place of the Mayor when the Mayor is absent or unable to perform the mayoral duties. In the event of a vacancy in the office of the Mayor, the Vice Mayor serves as an interim until an individual is elected by the citizens to that office.

Ms. Scales Harris made a motion to defer the election of a vice mayor. Mr. Wade seconded the motion. Upon roll call, the motion to defer was passed by the following vote:

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

**Nay:** None

### **Board and Commission Appointments**

No board or commission appointments were presented. There will be a discussion about re-opening a Cable Commission at the next workshop meeting, September 12<sup>th</sup>.

### **Licensing**

**23. Regular Beer Permits and Special Event Beer Permits.** City Recorder Erin Tucker presented a Council Communication regarding Beer Permits. The following two Regular Beer Permits for one ownership change for a restaurant located at 1745 Old Fort Parkway and one new location for a grocery/market located at 452 N. Thompson Lane were presented for approval. One Special Event Beer Permit for MTSU Foundation was presented for approval. Applicants met

requirements for the permits and were recommended for approval pending final building and codes inspections for the regular beer permits and special event permit issuance for the special event beer permits.

Ms. Averwater made a motion to approve the permits. Mr. Maxwell seconded the motion.

Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### **Payment of Statements**

City Recorder Erin Tucker presented two payment of statements to Rutherford County Circuit Clerk in the amounts of \$74,085 and \$62,275.

Mr. Maxwell made a motion to approve the payment of statements. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

### **Other Business**

**Housing Rehabilitation Change Order 1214 Wingate St.** At the request of Mr. Maxwell, Item 1 on the Consent Agenda was moved to Other Business for discussion. Community Development Director Robert Holtz presented a Council Communication regarding housing rehabilitation assistance through the Community Development Housing Rehabilitation Change Order 1214 Wingate St. Mr. Holtz requested the Council approve the assistance Change Order #1 to contract for Rehabilitation – CDBG for the Murfreesboro Community Development Department between the City of Murfreesboro; Susan Stevenson; and New Creations Construction, LLC for an additional \$15,462.83.

Mr. Maxwell asked if about the certainty that the owner of the property occupies the property because the address listed for mailing on the GIS maps and property tax records this property had a PO Box listed as a mailing address instead of the property address. Mr. Holtz said that Community Development Department checks for owner occupancy as part of the application process and that yes, this property is owner occupied.



Mr. Maxwell made a motion to approve the change order subject to the property being owner-occupied. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

**Nay:** None

**Future Meeting Dates.** City Manager Darren Gore updated Council on upcoming topics scheduled for discussion at future scheduled meetings. Council discussed potential October meeting dates. Public Hearings will be scheduled for October 17<sup>th</sup>.

**Adjourn**

There being no further business, Mayor McFarland adjourned this meeting at 6:31 pm.

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SHANE MCFARLAND  
MAYOR

ATTEST:

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ERIN TUCKER  
CITY RECORDER

APPROVED BY COUNCIL: \_\_\_\_\_

# COUNCIL COMMUNICATION

Meeting Date: 09/19/24

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**Item Title:** Schools FY25 Budget Amendment #3

**Department:** City Schools

**Presented by:** Trey Duke, Director

**Requested Council Action:**

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

**Summary**

Consider Schools Budget Amendment #3 to the FY25 General Purpose and Federal Projects fund.

**Staff Recommendation**

Approve Resolution 24-R-27 amending the FY25 General Purpose and Federal Projects as presented.

**Background Information**

On September 10<sup>th</sup>, the Murfreesboro City School Board approved the Federal Projects ESSER 3.0, ARP Homeless 2.0, Access for All Learning Network K-8, 21<sup>st</sup> CCLC Grant, and the Title III-Immigrant Grant allocations to recognize an increase of \$142,632 (ESSER), \$4,807 (ARP), \$15,000 (AALN), \$571,157 (21<sup>st</sup> CCLC), and \$9,825 (Title III). Also, they approved the TDOE State Special Education Preschool Grant and TDOE Voluntary PreK (VPK) grant. The allocations of \$152,938 (State Special Ed Pre) and \$20,772 (Voluntary PreK) will recognize the needs for Early Childhood Education.

- ESSER 3.0 will be recognized in professional development, supplementary curriculum, laptops, instruction materials, HVAC completion at Reeves-Rogers and Hobgood, the cooling towers at Black Fox, Erma Siegel and Cason Lane Academy, and three months salaries/benefits for Federal Director and bookkeeper. Redistribution of funds will allow the district to fully liquidate the grant by the required deadline.
- ARP Homeless 2.0 will be recognized in salaries, benefits, and communication for district staff who support our unhoused population including support from Social Workers and Coordinated School Health staff that occurred in July. Additionally, funds will be used for technology, professional development and tracking service for the McKinney-Vento van for transporting unhoused students. This disbursement will close out the ARP Homeless 2.0 funding source of \$31,586.32 and the additional allocation of \$4,807.32.
- Access for All Learning Network K-8 will be recognized in the substitutes and benefits lines. This will allow collaboration between general and special education teachers to participate in PLC unit planning sessions by offering a substitute for one special education teacher each month.

- 21<sup>st</sup> CCLC Grant will be recognized in the salaries and benefits for the ESP Coordinator, Enrichment Specialist, data entry personnel, certified teachers who provide tutoring, ESP staff for grant activities, transportation from grant sites in the afternoon, instructional supplies and materials, required family engagement activities, professional development, and fuel. This will cover eight grant sites across the district.
- Title III-Immigrant Grant will recognize the funds to purchase additional Imagine Learning License for English Language Learner students. This was awarded from the state from remaining statewide funds, and they must be encumbered by September 30, 2024.
- TDOE State Special Education Preschool Grant will be recognized in educational assistants and benefits. This recurring grant will supply funds to provide additional support to students with disabilities while in inclusive settings. Ten education assistants to work exclusively with Preschool (currently funded through GP), a behavior coach for Preschool, and Praxis for ten of our IPK teachers to receive the endorsement for dual certification.
- TDOE Voluntary Pre-K will be recognized in teachers and benefits. The new allocation increased the amount of funds received to support our 12 VPK classrooms and will cover current expenditures.

### **Council Priorities Served**

#### *Responsible budgeting*

Presenting budget amendments ensures compliance with state law, School Board policy, and City Council policy.

### **Fiscal Impact**

The total increase in revenue of \$743,421 will be adjusted within the Federal Projects fund to recognize final allocations and new revenues to offset related expenditures.

The total increase in revenue of \$173,710 in the General-Purpose fund will be recognized as new revenue and will be associated with related expenditures.

### **Attachments**

1. Resolution 24-R-27
2. Exhibit A: MCS Budget Amendment #3

**RESOLUTION 24-R-27** amending the Fiscal Year 2025 (hereafter “FY2025”) Murfreesboro City Schools Budget (3<sup>rd</sup> Amendment).

**WHEREAS**, the City Council adopted Resolution 24-R-17 on June 13, 2024 to implement the FY2025 Murfreesboro City Schools Budget; and

**WHEREAS**, it is now desirable and appropriate to adjust and modify the FY2025 Murfreesboro City Schools Budget by this Resolution to incorporate expenditure decisions made by the Murfreesboro City School Board.

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

SECTION 1. The FY2025 Murfreesboro City Schools Budget as adopted by the City Council is hereby revised as shown on attached Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its passage and adoption, the public welfare and the welfare of the City requiring it.

Passed: \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Erin Tucker  
City Recorder

Signed by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A3035E51F0401  
Adam F. Tucker  
City Attorney



Murfreesboro City Schools Budget Amendment

BOE Approval 9/10/2024  
 Exhibit A to resolution NO.24-R-27

Federal Funds 142  
 Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
ESSER 3.0	1,096,069	1,238,702	142,632 0
<hr/>			
Total Increase in Revenues	\$ 1,096,069	\$ 1,238,702	\$ 142,632
<hr/>			
ESSER 3.0			
<u>Expenditures</u>			
Teachers	-	17,094	17,094
Instructional Supplies & Materials	139,796	144,796	5,000
Textbooks	-	100,878	100,878
Regular Instruction Equipment	130,413	130,413	-
Support Supervisor/Director	28,630	28,630	-
Other Salaries & Wages	35,655	35,655	-
Substitutes	31,101	31,101	-
Social Security	6,028	6,028	-
Retirement	5,032	5,032	-
Medical Insurance	2,820	2,820	-
Dental Insurance	71	71	-
Medicare	1,413	1,413	-
Other Contracted Services	67,245	67,245	-
Inservice/Staff Development	36,898	45,786	8,888
Bookkeeper	15,426	15,426	-
Social Security	945	945	-
Retirement	1,877	1,877	-
Dental Insurance	71	71	-
Medicare	221	221	-
Other Fringe Benefits	375	375	-
Transportation-Driver	145	145	-
Building Improvements	542,681	542,681	-
Indirect Cost	49,228	60,000	10,772
<hr/>			
Total IDEA Part B	\$ 1,096,069	\$ 1,238,702	\$ 142,632
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CHANGE IN FUND BALANCE (CASH)

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This amendment redistributes remaining funds for the final year of ESSER 3 relief funds which includes an additional allocation of \$142,632. Funds will be used for literacy and science professional development, Age of Learning curriculum, laptops for teachers, instruction materials, completion of the HVAC systems at Reeves-Rogers and Hobgood, and the cooling towers at Black Fox, Erma Siegel and Cason Lane Academy, three month salaries /benefits for Federal Director and bookkeeper. Redistribution of funds will allow the district to fully liquidate the grant by the required deadline. 9/25 ESSER 3 Final to BOE&City

Murfreesboro City Schools Budget Amendment

BOE Approval 9-10-24  
 Exhibit A to resolution NO. 24-R-27

Schools Federal Projects Fund 142  
 Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
ARP Homeless 2.0	26,779	31,586	4,807
<b>Total Increase in Revenues</b>	<b>\$ 26,779</b>	<b>\$ 31,586</b>	<b>\$ 4,807</b>
<u>Expenditures</u>			
ARP Homeless 2.0			
Social Workers	1,500	1,500	-
Social Security	93	93	-
State Retirement	183	183	-
Medicare	22	22	-
Other Charges	7,000	9,707	2,707
Other Salaries	4,313	4,313	-
Social Security	275	275	-
State Retirement	525	525	-
Medicare	64	64	-
Other Fringe Benefits	125	125	-
In-Service/Staff Development	2,100	4,200	2,100
Other Equipment	6,409	6,409	-
Communication	229	229	-
Contracts with Private Agencies	3,941	3,941	-
<b>Total Increase in Expenditures</b>	<b>\$ 26,779</b>	<b>\$ 31,586</b>	<b>\$ 4,807</b>
<b>CHANGE IN FUND BALANCE (CASH)</b>			<b>4,807</b>

This amendment is to budget new revenue and expenditures of \$4,807 for professional development and clothing for unhoused students.

Schools Federal Projects Fund 142  
 Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
AALN K-8		15,000	15,000
<hr/>			
Total Increase in Revenues	\$ -	\$ 15,000	\$ 15,000
<hr/>			
<u>Expenditures</u>			
AALN K-8			
Substitutes		13,800	13,800
Social Security		900	900
Medicare		300	300
<hr/>			
Total Increase in Expenditures	\$ -	\$ 15,000	\$ 15,000
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CHANGE IN FUND BALANCE (CASH) -

This amendment is to budget new revenue and expenditures for substitutes, social security and medicare while the special educator attends a PLC unit planning session once a month.

Schools Federal Projects Fund 142  
 Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
21st CCLC		571,157	571,157
<hr/>			
Total Increase in Revenues	\$ -	\$ 571,157	\$ 571,157
<hr/>			
<u>Expenditures</u>			
21st CCLC			
Supervisor		57,231	57,231
Teachers		172,320	172,320
Clerical		32,000	32,000
Educational Assistants		137,070	137,070
Other Salaries		52,000	52,000
Social Security		28,400	28,400
State Retirement		23,800	23,800
Life Insurance		150	150
Medical Insurance		15,250	15,250
Dental Insurance		458	458
Medicare		6,635	6,635
Instructional Supplies & Mterials		16,000	16,000
Other Supplies & Materials		5,519	5,519
Inservice/Staff Deveopment		1,292	1,292
Other Charges		5,000	5,000
Indirect Cost		18,031	18,031
<hr/>			
Total Increase in Expenditures	\$ -	\$ 571,157	\$ 571,157
<hr/>			
CHANGE IN FUND BALANCE (CASH)			571,157

The 21st CCLC grant will fund partial salaries and benefits for the ESP Coordinator, Enrichment Specialist and Data Entry personnel, certified teachers for PREP tutoring, ESP staff for grant activities, transportation and fuel from grant sites in the afternoon, instructional supplies and materials, required family engagement activites and professional development.



Murfreesboro City Schools Budget Amendment

BOE Approval 9-10-24  
 Exhibit A to resolution NO. 24-R-27

Schools Federal Projects Fund 142  
 Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title III Immigrant		9,825	9,825
<b>Total Increase in Revenues</b>	<b>\$ -</b>	<b>\$ 9,825</b>	<b>\$ 9,825</b>
<u>Expenditures</u>			
Title III Immigrant			
Instructional Supplies & Materials		9,825	9,825
<b>Total Increase in Expenditures</b>	<b>\$ -</b>	<b>\$ 9,825</b>	<b>\$ 9,825</b>
<b>CHANGE IN FUND BALANCE (CASH)</b>			<b>9,825</b>

FY25 Title III Immigrant funds will be used to purchase supplemental Imagine Learning licenses for English Language Learner students.

These funds must be obligated by September 30, 2024 and liquidated by December 30, 2024.

Murfreesboro City Schools Budget Amendment

BOE Approval

9/10/2024

General Purpose Schools Fund 141  
Fiscal Year 2024-25

Exhibit A to Resolution NO. 24-R-27

Account Description	AS PASSED OR PREV AMENDED	BUDGET AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Early Childhood Education	1,347,667	1,500,605	152,938
<b>Total Increase in Revenues</b>	<b>\$ 1,347,667</b>	<b>\$ 1,500,605</b>	<b>\$ 152,938</b>
<u>Expenditures</u>			
Educational Assistants	\$ 3,530,000	\$ 3,655,000	\$ 125,000
Social Security	595,640	603,640.0	8,000
Retirement	858,075	875,513	17,438
Life Insurance	24,000	24,500	500
Medicare	139,305	141,305	2,000
<b>Total Increase in Expenditures</b>	<b>\$ 5,147,020</b>	<b>\$ 5,299,958</b>	<b>\$ 152,938</b>

CHANGE IN FUND BALANCE (CASH)

MCS was awarded the State Special Education preschool Grant. This recurring grant will supply funds to provide additional support to students with disabilities while in inclusive settings. The \$152,938 is to adjust the revenue from projected to actual.

Murfreesboro City Schools Budget Amendment

BOE Approval

9/10/2024

General Purpose Schools Fund 141  
Fiscal Year 2024-25

Exhibit A to Resolution NO. 24-R-27

Account Description	AS PASSED OR PREV AMENDED	BUDGET AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Early Childhood Education	1,326,895	1,347,667	20,772
<b>Total Increase in Revenues</b>	<b>\$ 1,326,895</b>	<b>\$ 1,347,667</b>	<b>\$ 20,772</b>
<u>Expenditures</u>			
Teachers	\$ 840,500	\$ 857,500	\$ 17,000
Social Security	52,300	53,500.0	1,200
Retirement	58,000	60,262	2,262
Life Insurance	2,200	2,250	50
Medicare	12,235	12,495	260
<b>Total Increase in Expenditures</b>	<b>\$ 965,235</b>	<b>\$ 986,007</b>	<b>\$ 20,772</b>

CHANGE IN FUND BALANCE (CASH)

MCS received the corrected FY25 allocation from the Tennessee Department of Education for VPK. The new amount will cover current expenditures in Teachers and related benefits.

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** Rezoning property along Roberts Street  
[Public Hearing Required]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

## Summary

Rezone approximately 0.32 acres located along the south side of Roberts Street west of North Highland Avenue.

## Staff Recommendation

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

## Background Information

Blue Sky Construction, Inc. presented a zoning application [2024-409] for approximately 0.32 acres located along the south side of Roberts Street to be rezoned from OG-R (General Office District - Residential) and CCO (City Core Overlay District) to RS-8 (Single-Family Residential District 8) and CCO. During its regular meeting on August 7, 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 enable the development of two single-family attached homes.

### *Establish Strong City Brand*

This rezoning will enable reinvestment and redevelopment in the City's downtown area, which will strengthen the identity of downtown as a place to live, work, and play.

## Attachments:

1. Ordinance 24-OZ-28
2. Maps of the area
3. Planning Commission staff comments from 08/07/2024 meeting
4. Planning Commission minutes from 08/07/2024 meeting
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS  
AUGUST 7, 2024  
PROJECT PLANNER: HOLLY SMYTH**

**5.a. Zoning application [2024-409] for approximately 0.32 acres located along Roberts Street to be rezoned from OG-R and CCO to RS-8 and CCO, Blue Sky Construction, Inc. applicant.**

The subject area includes two (2) properties known as 444 and 446 Roberts Street containing 0.16 and 0.16 acres respectively (i.e., Tax Map 91E, Group E, Parcels 5.01 and 5.00, aka lot 2 and lot 1 of the Gray Subdivision). The subject properties are currently zoned OG-R (General Office District – Residential) with CCO (City Core Overlay). Parcel 5.01 is vacant while Parcel 5.00 contains one single-family residence. The surrounding properties are mostly developed as single-family residences with the Oaklands Park and Mansion on the north side of the street. Roberts Street is considered a local street road classification and contains sidewalk along the south side of the street in front of the two subject properties.

The applicant, Brian Burns, is requesting to rezone the subject property to RS-8 for the purpose of building 1 single-family residence on each lot with 5' side yard setbacks instead of the 10' side yard setbacks of the current OG-R zone district, as generally shown on the attached draft plot plan layouts. Both the existing and proposed zoning districts allow single-family residential uses but the more relaxed side setbacks in RS-8 give more flexibility in house design and layout. However, the RS-8 will disallow the office uses that are currently allowed in the OG-R zone.

To ensure that the new homes could be accommodated within the development requirements of the CCO and those of the requested RS-8 zone district, staff asked for conceptual plot plan layouts which are attached. The plot plans are just examples and are not part of a planned development. The plots show that both properties under the proposed RS-8 zoning could accommodate a 40' wide house with the front porch being set within 2' of the 13' front build-to-line. The front entry garages are slightly set back from the main house structures such that their façades are 22' from the right-of-way, to accommodate 2-car surface parking and encompass about 53% of the front façade. Therefore, the existing CCO overlay and new RS-8 zoning development standards can be met based on the conceptual plot plan layouts for the 2 lots.

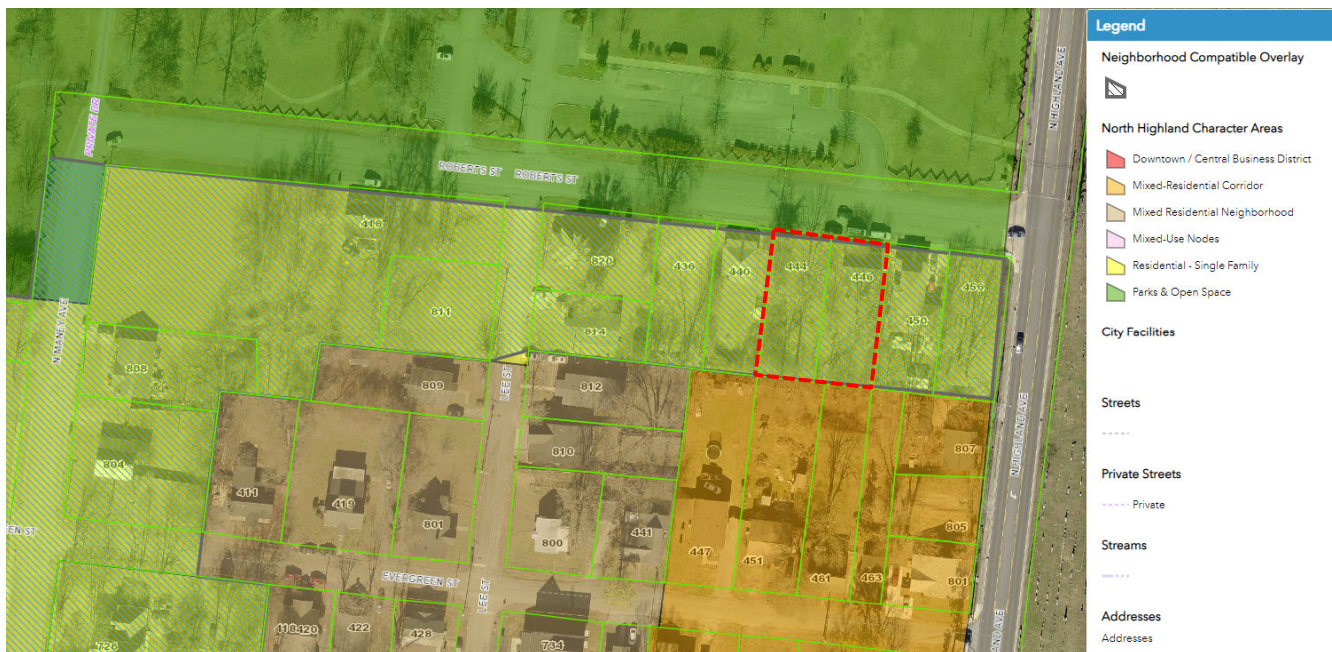
**Adjacent Zoning and Land Uses**

All of the area properties are within the City Core Overlay (CCO) zone district. Properties due north of the subject sites contain the Oaklands Park and Mansion complex which are predominantly zoned CM (Medical District Commercial). The surrounding properties to the south of 444 Roberts Street are zoned CM-R (Medical District Residential) while those to the west are zoned CM-RS-8 (Medical District Residential Single Family). The properties to the south of 446 Roberts Street have base zoning of OG-R per the attached maps. The surrounding land uses to the east, west, and south are single-family residential detached.



## Future Land Use Map

The Murfreesboro 2035 Comprehensive Plan Future Land Use Map defers to the North Highland Avenue Planning Study character area of “Residential – Single Family” as shown in the embedded screen shot below. This character type encourages architecture consistent with the character of the existing neighborhood, 2½ story maximum height, and foundation plantings and street trees or front yard canopy trees. Additionally, this character type encourages “parking located behind front façade or setback from front of house.” Additionally, the area is designated “neighborhood compatible overlay” in the 2035 Comprehensive Plan. This designation wishes to promote reinvestment while ensuring that existing neighborhood character is maintained. Given the Oaklands Mansion is adjacent to this area and nearby North Maney Avenue is an established single-family residential corridor, sensitivity to the existing architectural context is highly encouraged.



If this zoning request is approved, the following items will need to be addressed during the review of the building permit applications for these two lots:

- 1) The building permit final plot plans will need to meet CCO average build-to line of 13' with a 2' variation allowed to any portion of the building.
- 2) The building permit final plot plans will need to accommodate a minimum 22' deep driveway if the intent is to provide some surface parking in front of the home.
- 3) The building permit building elevations need to ensure that the garage face is no more than 60% of the width of the structure if a portion of the building is in front of the garage; otherwise, the 50% maximum garage façade standard will apply as indicated in the Zoning Ordinance.
- 4) It is highly encouraged that both new homes have an architecture that is compatible with the existing neighborhood and adjacent Oaklands Mansion per the North Highland Avenue Planning Study and the “Neighborhood Compatible” General Plan overlay.

## **Department Recommendation**

Staff is supportive of this bulk rezoning request as discussed above because of the following reasons:

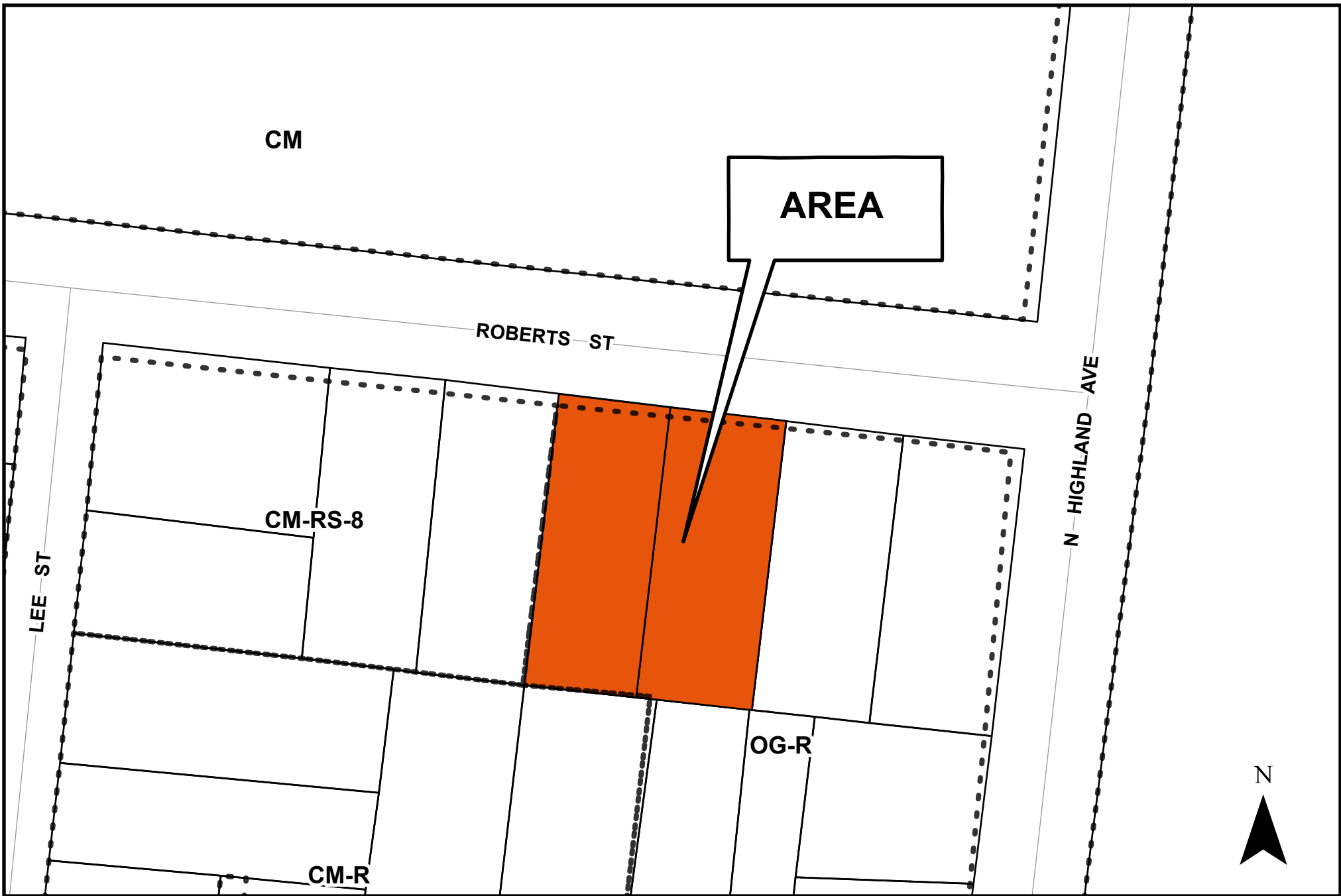
- 1) The proposal is consistent with the “Residential-Single Family” land use character area that the North Highland Avenue Planning Study identifies as being appropriate for the subject parcels.
- 2) The conceptual plot plan layouts show that single-family homes can be built on these two lots compliant with the RS-8 and CCO bulk zoning regulations.
- 3) The proposed single-family residential (RS-8) zoning will enable land uses that are compatible with the existing single-family residential uses in the immediate vicinity.

## **Action Needed**

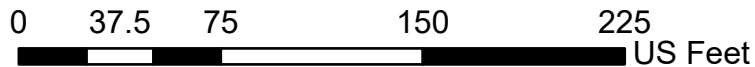
The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should conduct a public hearing, after which it will need to formulate a recommendation to City Council.

## **Attachments:**

- Ortho Zone Map
- No-ortho Zone Map

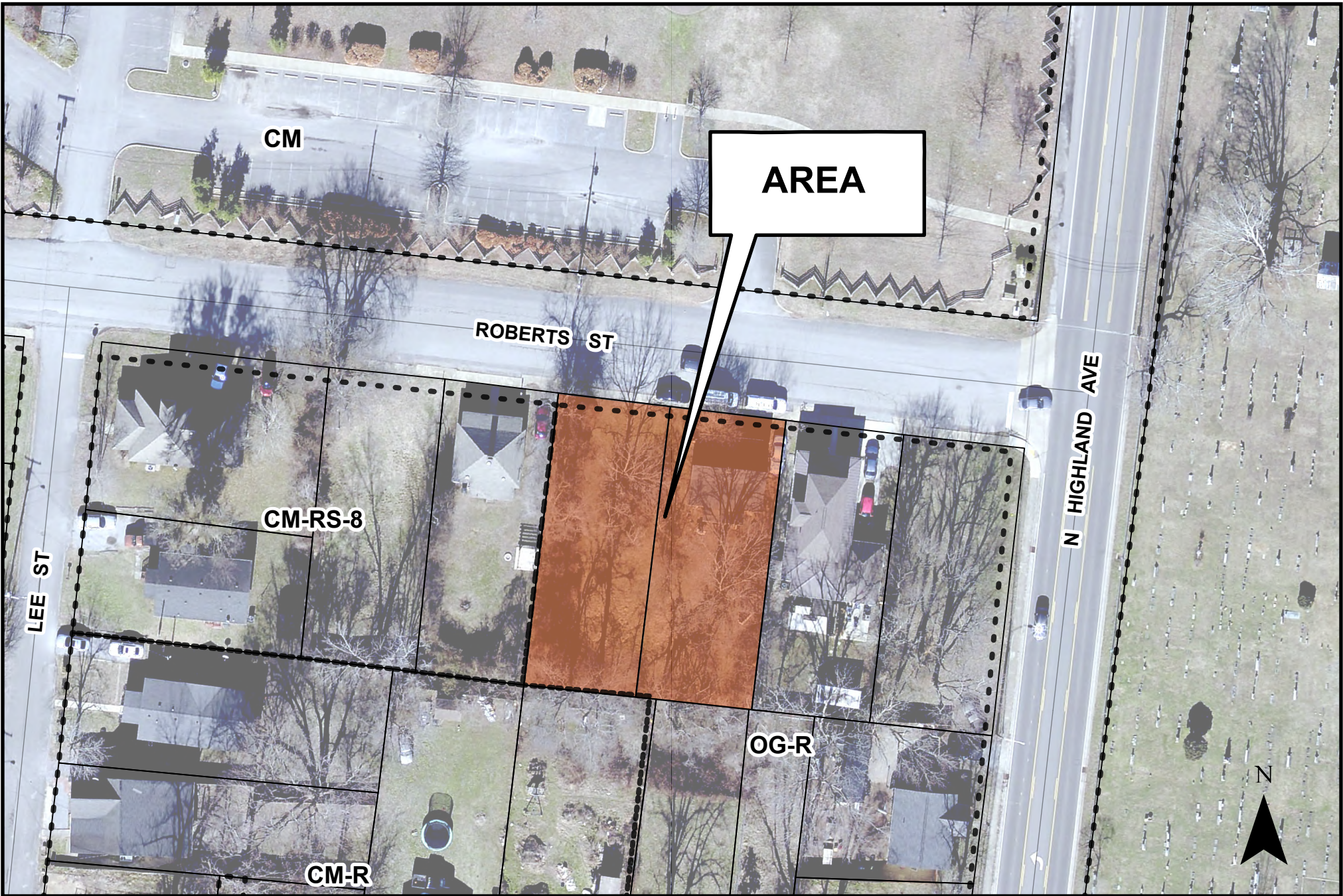


Rezoning request for property along Roberts Street  
OG-R & CCO to RS-8 & CCO

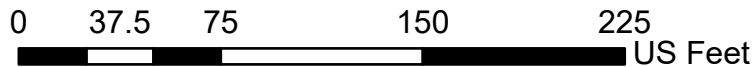


Planning Department  
City of Murfreesboro  
111 West Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



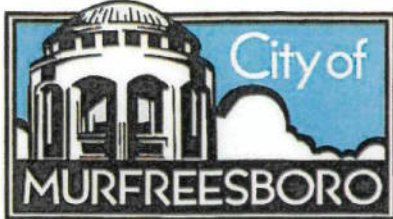


Rezoning request for property along Roberts Street  
OG-R & CCO to RS-8 & CCO



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





T E N N E S S E E

Creating a better quality of life

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

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:** Blue Sky Construction, Inc c/o Brian Burns

Address: 6 Public Square North City/State/Zip: Murfreesboro, TN 37129

Phone: 615-405-5647 E-mail address: brian@bsky.email

**PROPERTY OWNER:** Same as applicant

Street Address or property description: 444&446 Roberts Street

and/or Tax map #: 91E Group: E Parcel (s): 5.00&5.01

Existing zoning classification: OG-R

Proposed zoning classification: RS-8 Acreage: 0.32

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

E-mail: mtaylor@sec-civil.com

APPLICANT'S SIGNATURE (required): 

DATE: 6/6/24

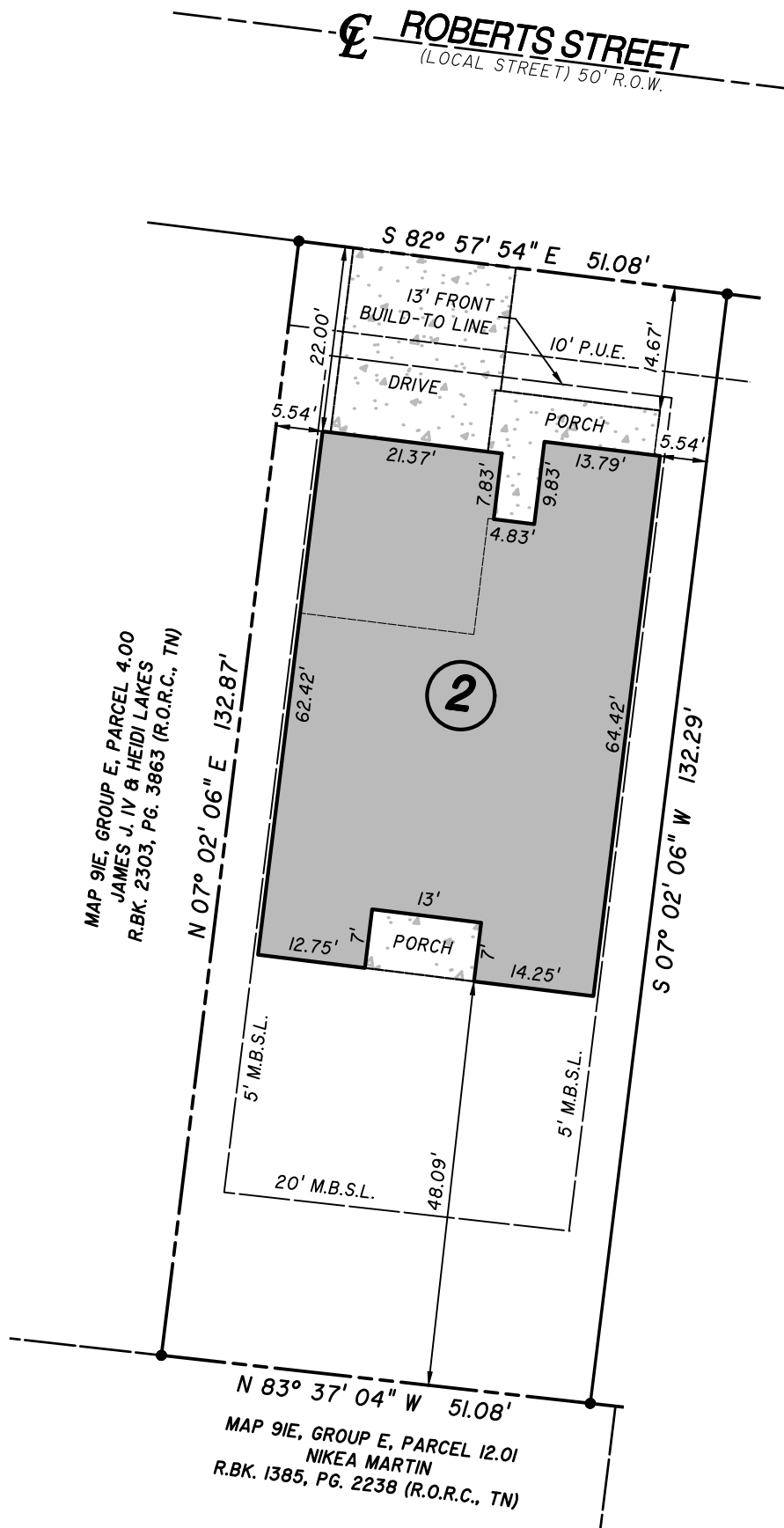
\*\*\*\*\*For Office Use Only\*\*\*\*\*

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

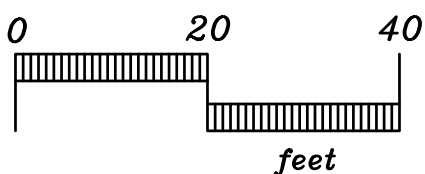
Amount paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_



CONTACT: J TAYLOR DESIGNS  
310 UPTOWN SQUARE  
MURFREESBORO, TN 37129  
PH #: 615-617-6466  
EMAIL: jamie@jtaylor designs.net



1



**PLOT PLAN  
GRAY  
SUBDIVISION**

LOT 2

444 ROBERTS STREET

MAP 9IE, GROUP E, PARCEL 5.01  
P.B.K. 50, PG. 30 R.O.R.C., TN

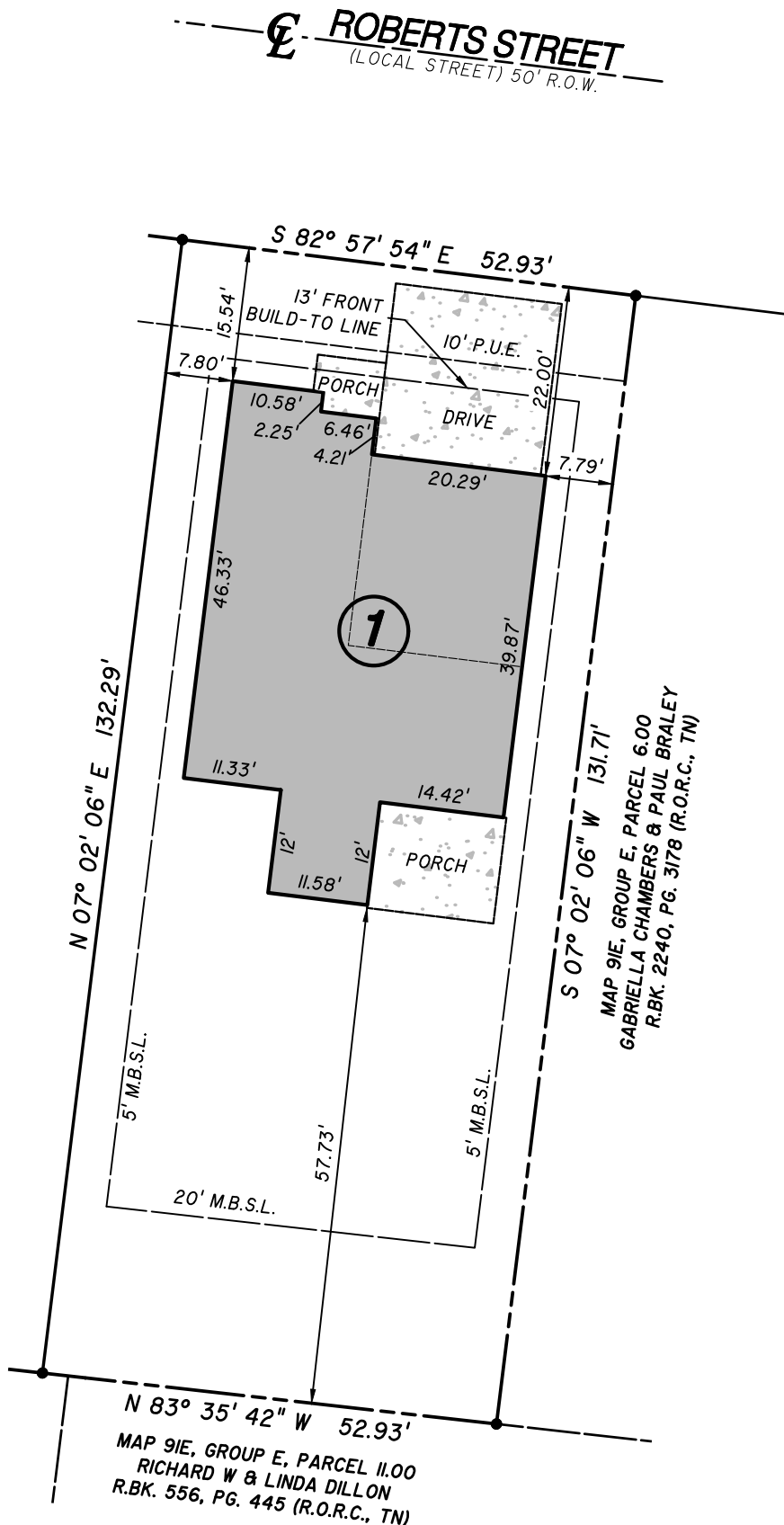


DATE: 6/12/2024  
REV:

DRAWN BY: WCC  
S.E.C. # 24182

CONTACT: J TAYLOR DESIGNS  
310 UPTOWN SQUARE  
MURFREESBORO, TN 37129  
PH #: 615-617-6466  
EMAIL: jamie@jtaylor designs.net

2

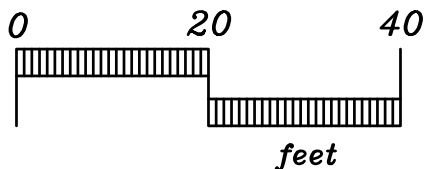


**PLOT PLAN  
GRAY  
SUBDIVISION**

LOT 1

446 ROBERTS STREET

MAP 91E, GROUP E, PARCEL 5.01  
P.BK. 50, PG. 30 R.O.R.C., TN



DATE: 6/12/2024

REV:

DRAWN BY: WCC

S.E.C. # 24182

**MINUTES OF THE MURFREESBORO  
PLANNING COMMISSION  
AUGUST 7, 2024**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

Ben Newman, Dir. of Land Mngt. & Planning  
Richard Donovan, Principal Planner  
Holly Smyth, Principal Planner  
Joel Aguilera, Planner  
Jennifer Knauf, Project Engineer  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Deputy City Attorney  
John Tully, 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 up during the Public Comments portion of the agenda.

**4. Approve minutes of the July 10, 2024 and July 17, 2024 Planning Commission meetings.**

Mr. Shawn Wright made a motion to approve the minutes of July 10, 2024 and July 17, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 7, 2024

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

## 5. Public Hearings and Recommendations to Council:

**Zoning application [2024-409] for approximately 0.32 acres located along Roberts Street to be rezoned from OG-R and CCO to RS-8 and CCO, Blue Sky Construction, Inc. applicant.** Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Brain Burns (developer) and Mr. Matt Taylor (design engineer) were in attendance representing the application.

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

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

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 7, 2024

Shawn Wright

Nay: None

Annexation petition and plan of services [2024-506] for approximately 0.5 acres located along Westridge Drive, Alcorn Properties, LLC applicant. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. David Alcorn (developer) and Mr. Matt Taylor (design engineer) were in attendance representing the application.

Chair Kathy Jones opened the public hearing.

1. Mr. J. D. Bennett, 1322 Veterans Parkway – voiced his concerns about the accessibility of City Hall and regarding the public adequacy of the public notice.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

Mr. Roman Hankins addressed Mr. Bennett's concerns.

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

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater  
Tristan Carroll  
Reggie Harris  
Bryan Prince



**ORDINANCE 24-OZ-28** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.32 acres located along Roberts Street from General Office - Residential (OG-R) District and City Core Overlay (CCO) District to Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District; Blue Sky Construction, Inc., applicant, [2024-409].

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

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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

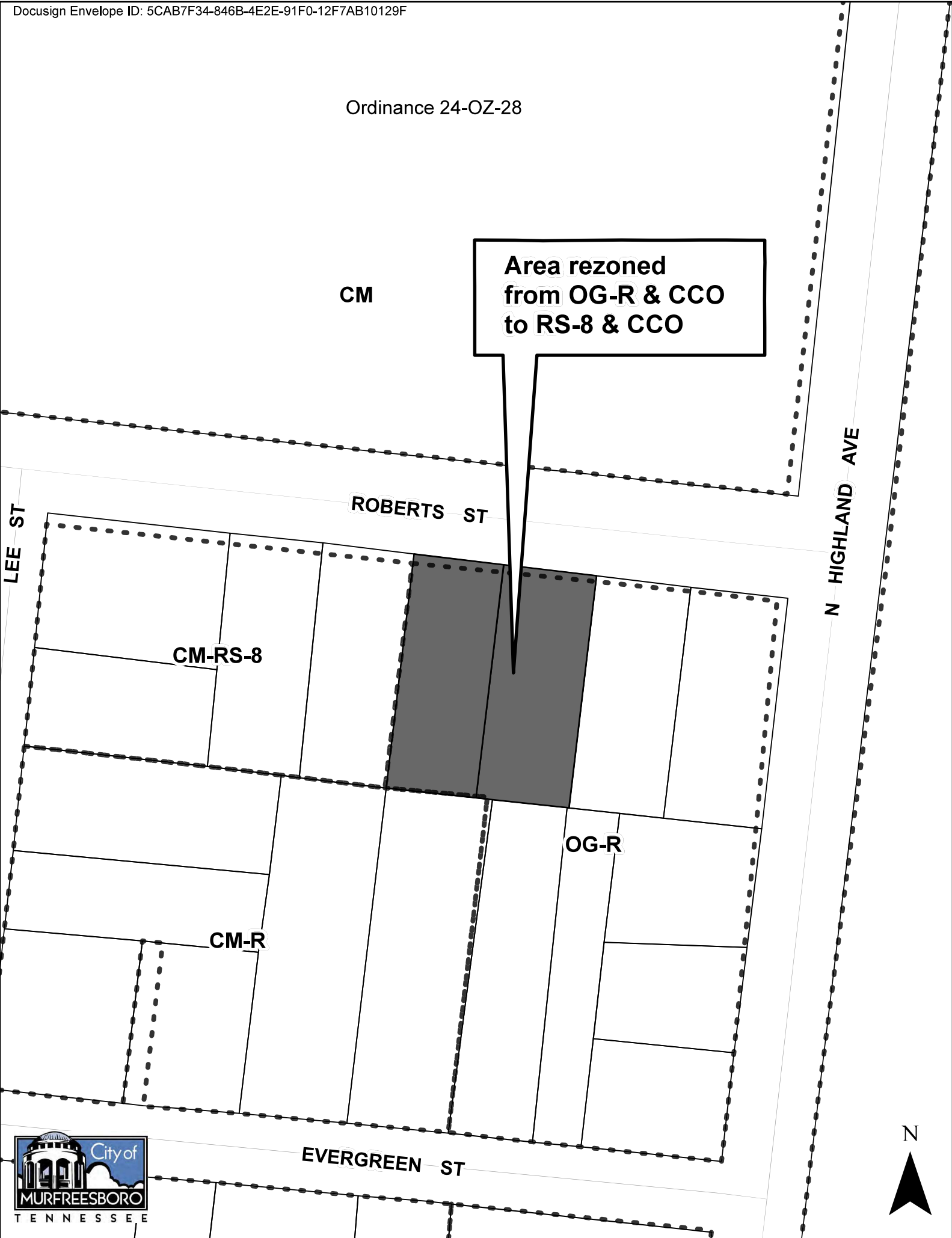
\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:

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

SEAL

Ordinance 24-OZ-28



# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** Rezoning property along Old Salem Road  
[Public Hearing Required]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

Rezoning of approximately 29.5 acres located along Old Salem Road east of its intersection with Constantine Drive.

**Staff Recommendation**

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

**Background Information**

Alcorn Properties, LLC presented to the City a zoning application [2024-404] for approximately 29.5 acres located along Old Salem Road to be rezoned from CF (Commercial Fringe District) to RS-12 (Residential Single-Family District 12). During its regular meeting on August 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval with the following conditions:

- 1) No building permits may be issued, and no buildings constructed on the property until completion of the culverts being replaced along Old Salem Road.; and
- 2) No building permits may be issued, and no buildings constructed on the property until a flood study is completed with established elevations and building envelopes.

**Council Priorities Served**

*Improve Economic Development*

This rezoning will enable the development of a single-family residential detached subdivision.

**Attachments:**

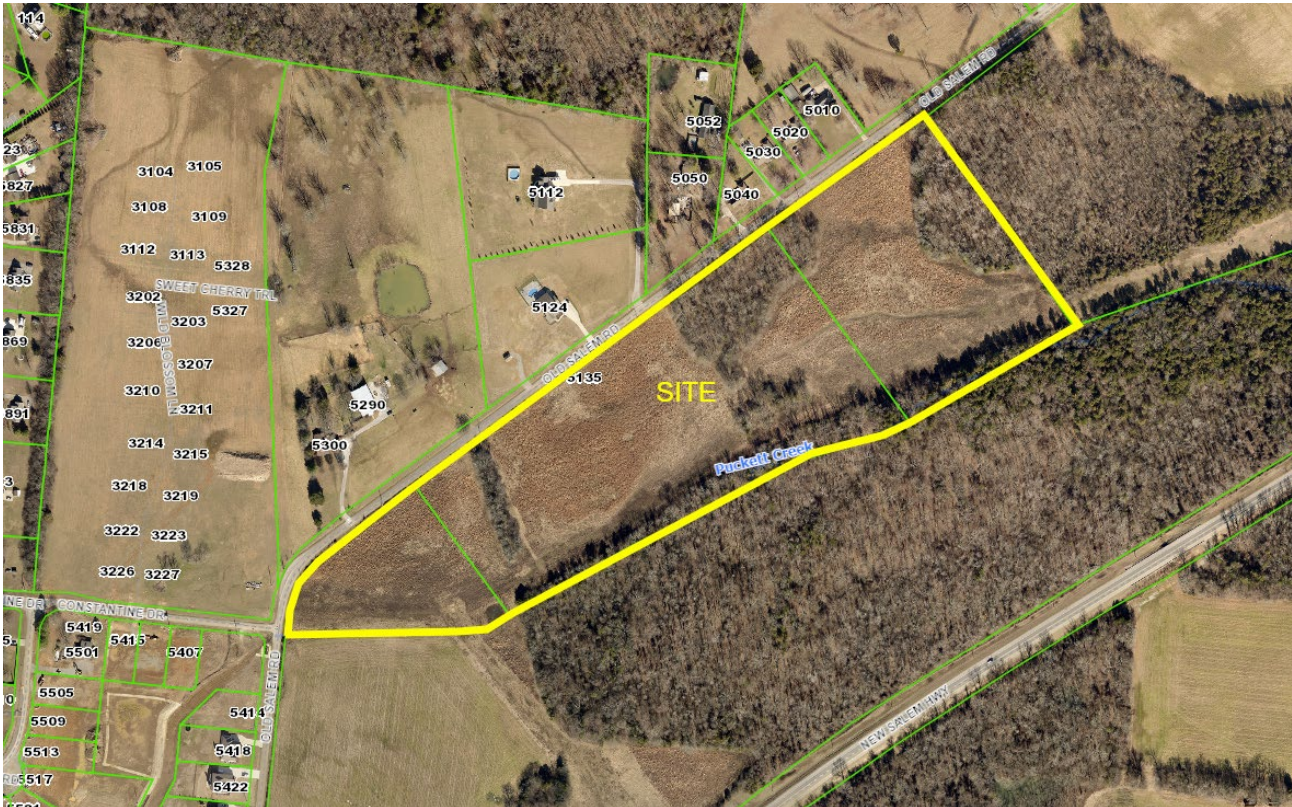
1. Ordinance 24-OZ-29

2. Maps of the area
3. Planning Commission staff comments and minutes from the 08/07/2024 meeting
4. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 7, 2024  
PROJECT PLANNER: RICHARD DONOVAN**

**5.d. Zoning application [2024-404] for approximately 29.5 acres located along Old Salem Road to be rezoned from CF to RS-12, Alcorn Properties, LLC applicant.**

The applicant, Alcorn Properties, LLC, is requesting to rezone the subject properties from Commercial Fringe (CF) to Single-Family Residential, 12,000 square foot lot minimum (RS-12). The property is located along the south side of Old Salem Road and is currently vacant. The site is identified as three parcels, Tax Map 115, Parcels 29.04 (3.79 acres) and 29.05 (16.22 acres) and part of Tax Map 123, Parcel 12.00 (9.40 acres) for a combined acreage of 29.5 acres. Due to environmental limitations around Puckett Creek, the applicant intends to develop the subject property as a single-family residential subdivision. A prior approved site plan for a private school on a portion of the subject property included a flood study that identified large portions of the subject properties as floodplain or floodway. The City currently has a consultant working on a flood study for this portion of Puckett Creek. The floodplain of Puckett Creek, as identified in this flood study, could constrain any future development on this site.





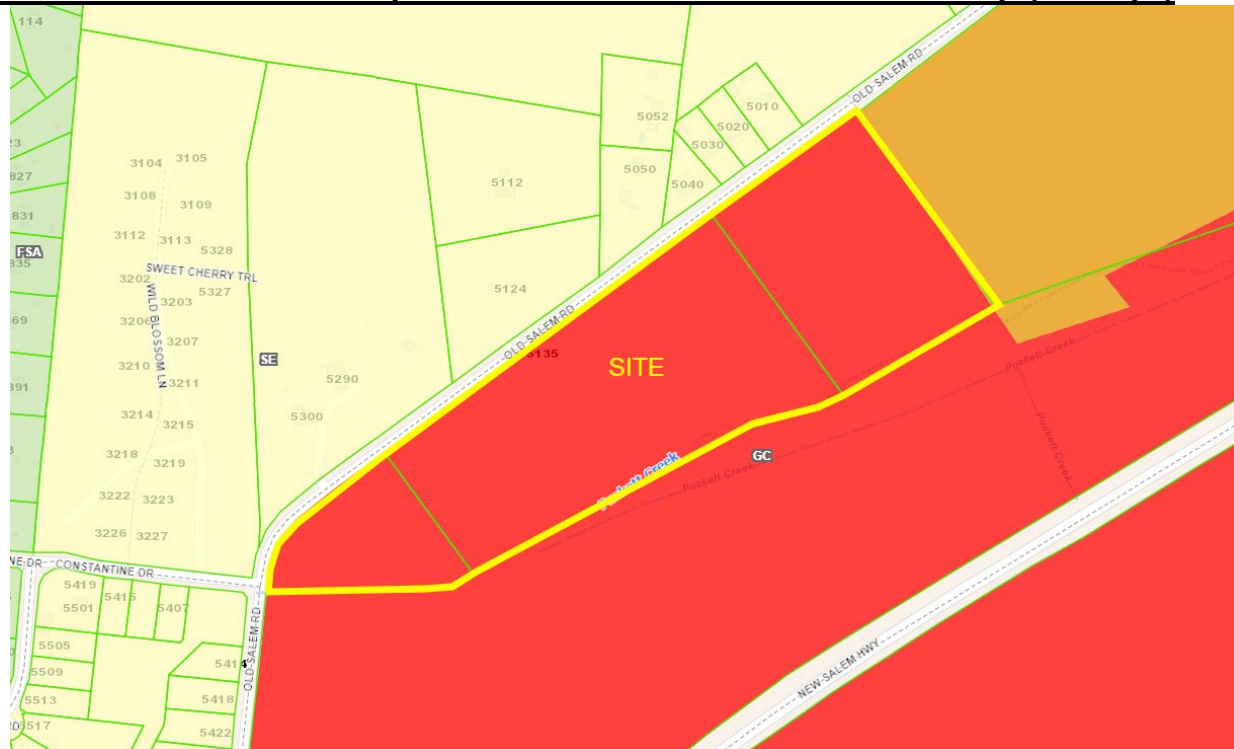
### **Adjacent Land Use and Zoning**

The adjacent properties are primarily developed as single-family residential and zoned residential or commercial. The properties to the northeast and south are currently vacant, to the west is Cherry Grove, and to the north is large lot single-family residential. The property to the north and northeast is zoned RM - Medium-Density Residential (in unincorporated Rutherford County), to the south is CF and CH, and to the west is RS-15.

### **Future Land Use Map:**

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan* indicates that “General Commercial” is the most appropriate land use character for the project area, as shown on the map below. The General Commercial character is intended for commercial development along collectors and arterial streets. It is auto-oriented, with large portions of the site devoted to parking lots and drive aisles, and draws users from outside of Murfreesboro. The RS-12 zoning is inconsistent with the Future Land Use Map for General Commercial. However, Chapter 4 of the Comprehensive Plan includes a transition policy that allows flexibility when environmental conditions shape development opportunities different than property lines. Staff recommends the use of the transition policy due to the southern boundary of the subject property being along Puckett Creek and creating a natural barrier to the “General Commercial” character to the south along New Salem Highway and creating a transition to the large lot single-family residential to the north in the County.

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



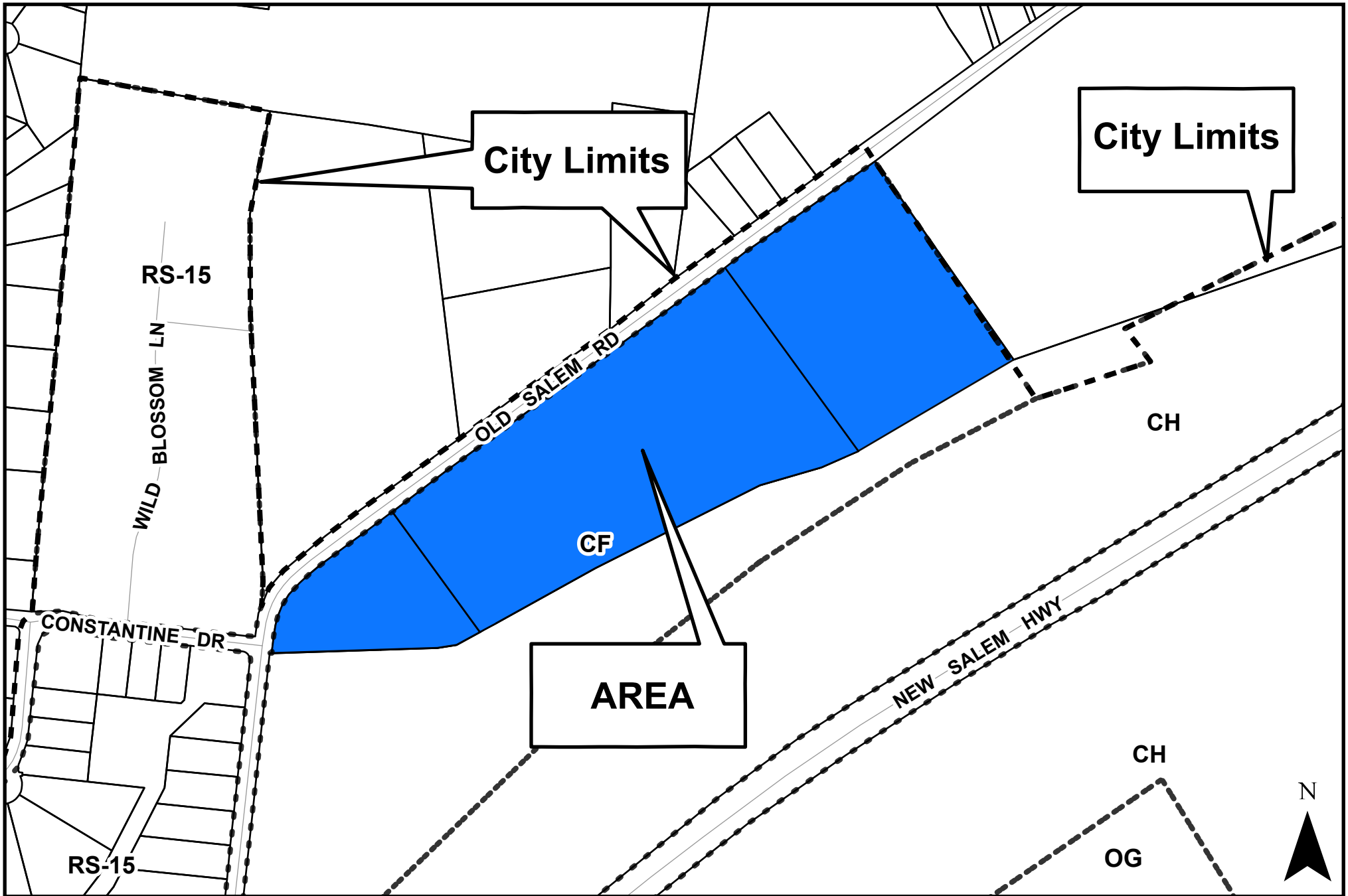
**Staff recommendation:**

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

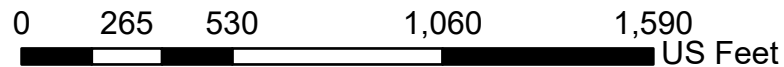
- 1) The rezoning request is an appropriate use of the transition policy, allowing for a transition from the commercial uses, south of Puckett Creek, to the large lot single-family residential north of Puckett Creek and south of Old Salem Road.
- 2) The proposed single-family detached dwellings allowed by the RS-12 zoning would be compatible with single-family residential land uses in the vicinity.
- 3) The proposed RS-12 district is a decrease in land use intensity from the existing CF zoning in an environmentally constrained area.

**Action Needed:**

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

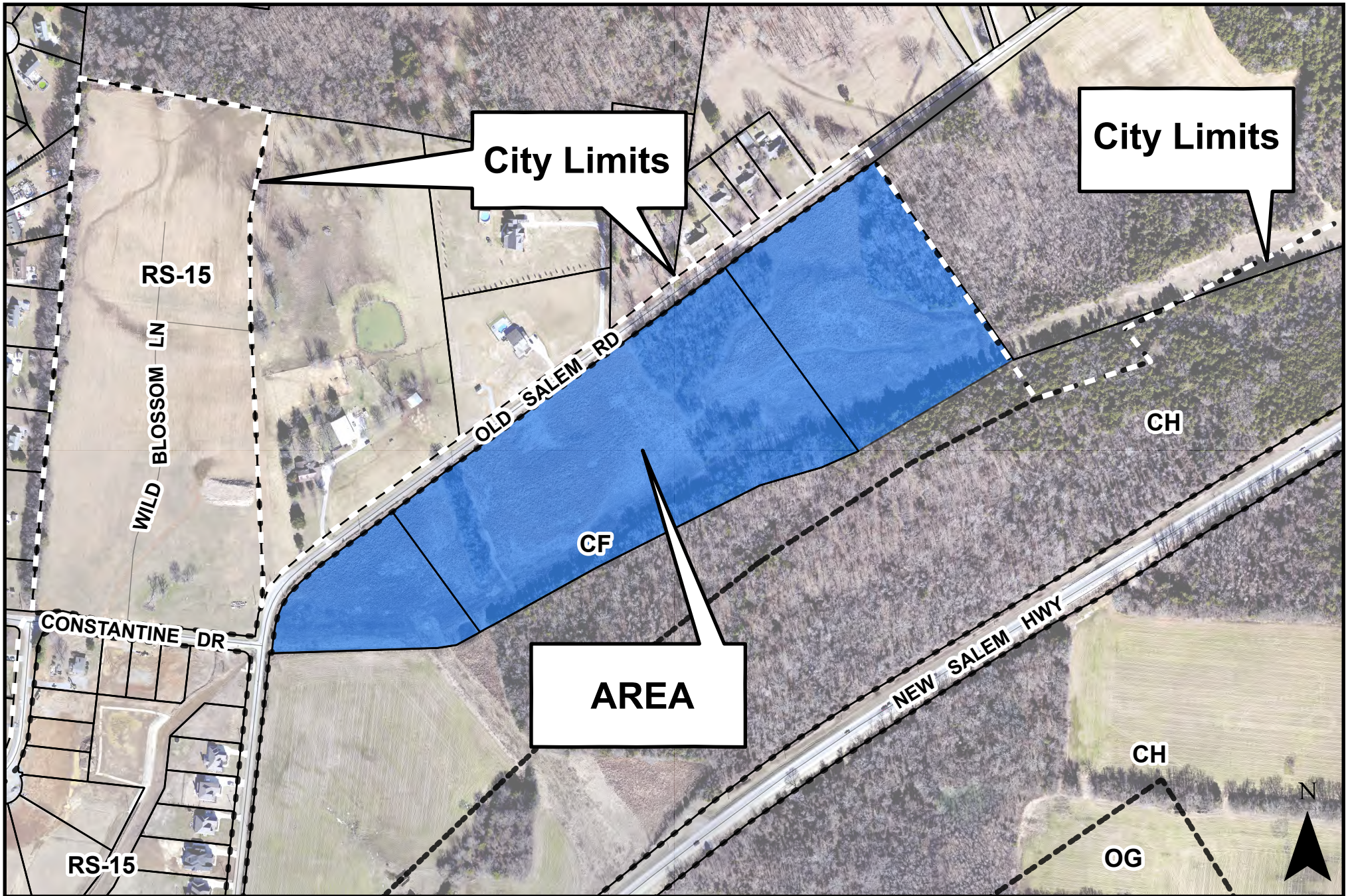


Rezoning request for property along Old Salem Road  
CF to RS-12

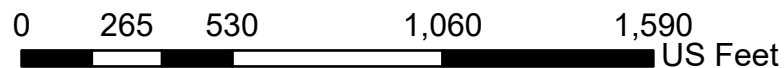


Planning Department  
City of Murfreesboro  
111 West Vine St  
Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)





Rezoning request for property along Old Salem Road  
CF to RS-12



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

Address: 4613 VETERANS PKWY City/State/Zip: MURFREESBORO, TN 37128

Phone: 615-896-0091 E-mail address: alcornda@gmail.com

REDEEMER CLASSICAL ACADEMY (115-29.04 & 29.05) /

PROPERTY OWNER: RUCKER DONNELL FOUNDATION (123-12.00)

Street Address or property description: OLD SALEM ROAD

and/or Tax map #: 115 / 123 Group: \_\_\_\_\_ Parcel (s): 29.04, 29.05 / 12.00

Existing zoning classification: CF

Proposed zoning classification: RS-12 Acreage: 29.5

Contact name & phone number for publication and notifications to the public (if different from the applicant): Nathan Melson, PE 615-663-7678

E-mail: nmelson@cia-engineers.com

APPLICANT'S SIGNATURE (required): 

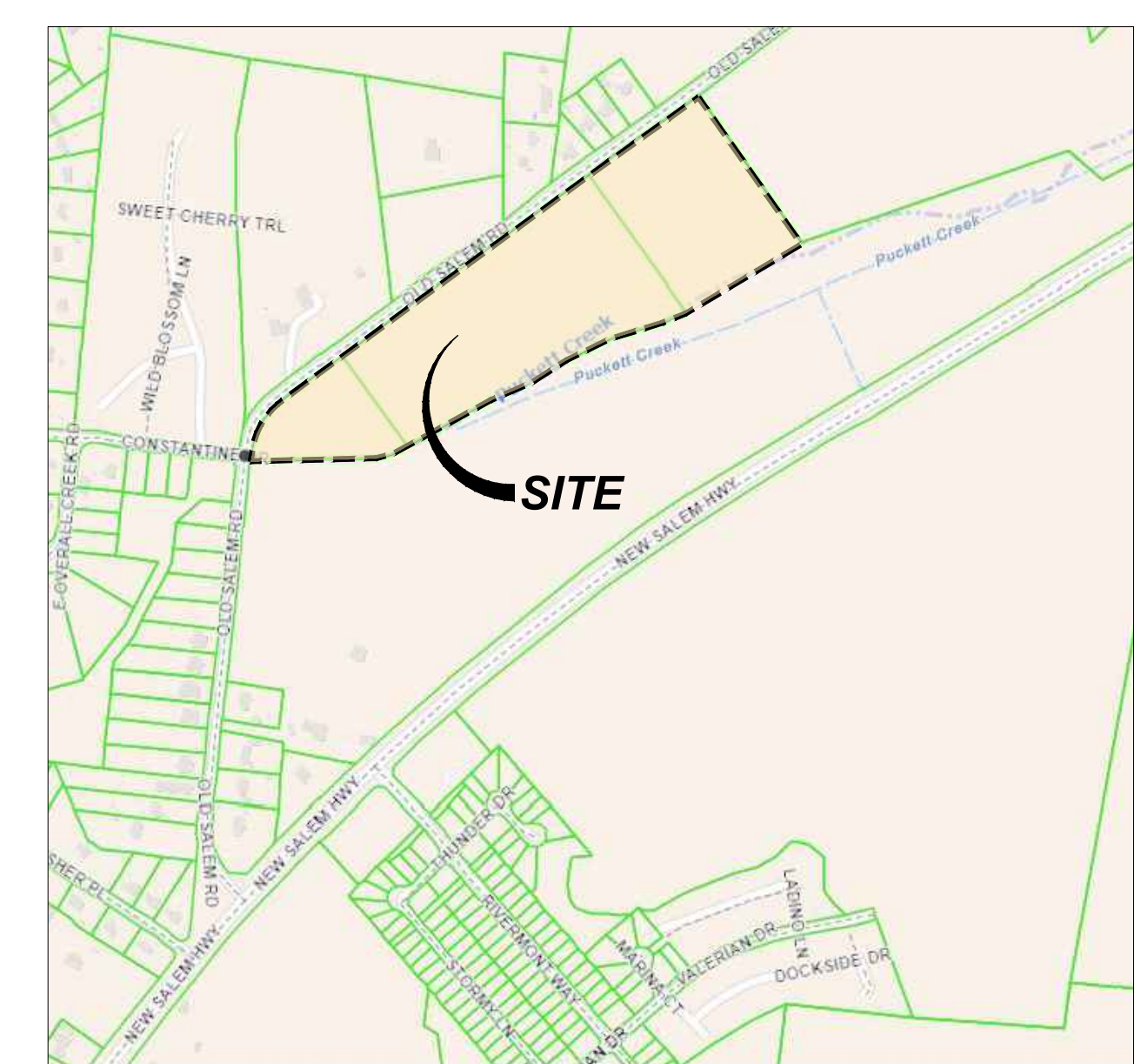
DATE: 4/9/24

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

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

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

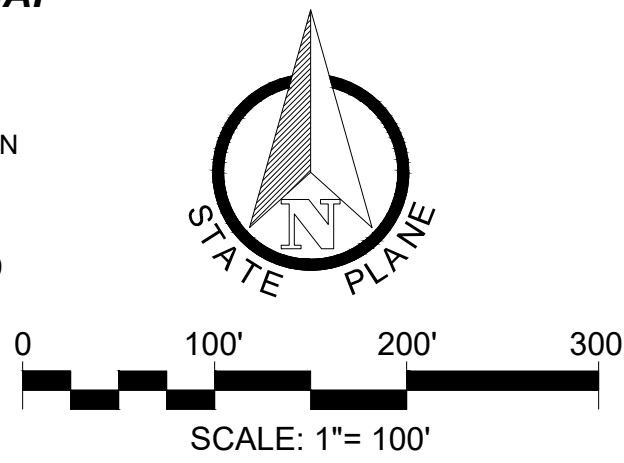




VICINITY MAP  
N.T.S.

**SITE INFORMATION:**  
 PROJECT NAME: ALCORN-OLD SALEM ROAD SUBDIVISION  
 ADDRESS: 5135 ALCORN ROAD  
 MURFREESBORO, TN 37129

TAX MAPS / PARCEL NOS.: 115 / 029.04 & 029.05, 123 / 12.00  
 CURRENT ZONING: CF (TO BE REZONED TO RS12)  
 PROPOSED USE: SINGLE-FAMILY RESIDENTIAL  
 TOTAL LOTS: 15 LOTS  
 PROPERTY AREA: 29.8± AC  
 RIGHT OF WAY: 2.0± AC  
 RESERVED FOR R/W: 0.3± AC



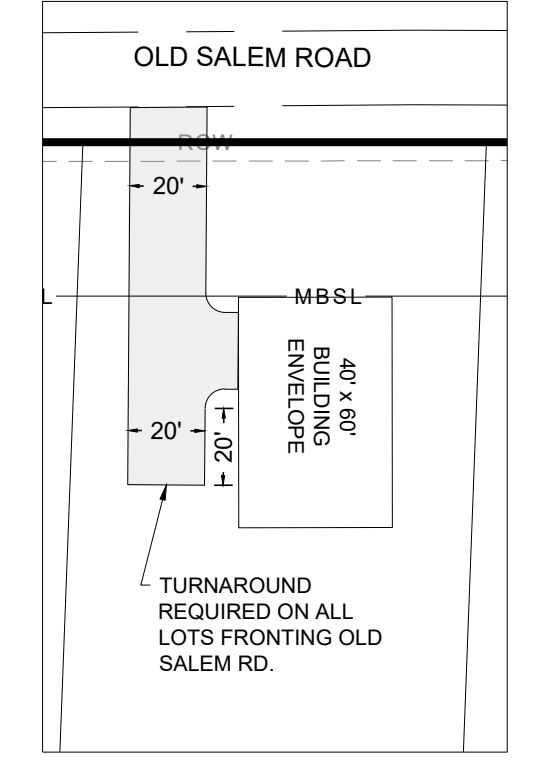
**MINIMUM YARD REQUIREMENTS:**  
 FRONT: 35 FT  
 SIDE: 10 FT  
 REAR: 25 FT  
 MAX. HEIGHT: 35 FT

**FEMA NOTE:** THIS SITE LIES WITHIN ZONE X, OUTSIDE THE 100 YEAR FLOODPLAIN, PER COMMUNITY PANEL 47149C0265H, EFFECTIVE JAN. 5, 2007.

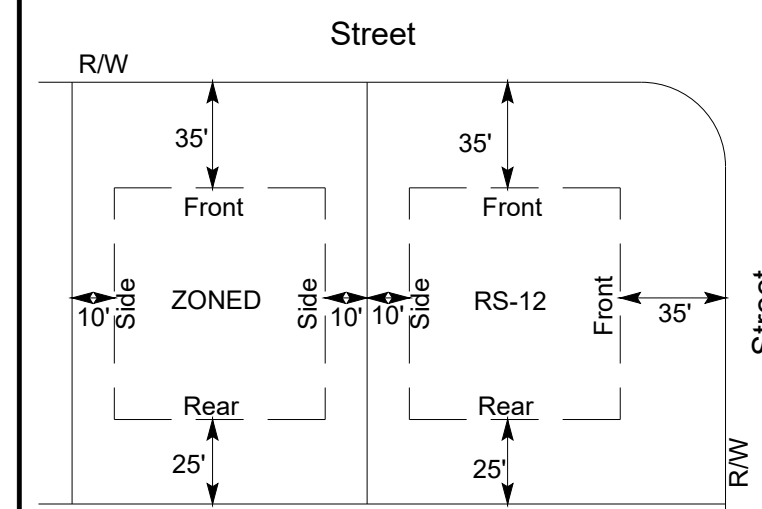
**DEED:** THE PROPERTY SHOWN HEREON IS LOCATED ON OLD SALEM ROAD, 12TH CIVIL DISTRICT, TAX MAP 115, PARCELS 29.04 (P.B. 43, PG. 150), 29.05 (D.B. 1842, PG. 3791) AND A PORTION OF TAX MAP 123, PARCEL 12.00 (D.B. 304, PG. 557)

**APPLICANT:** ALCORN PROPERTIES, LLC  
 4613 VETERANS PKWY  
 MURFREESBORO, TN 37128  
 (615) 896-0081  
**CONTACT:** DAVID ALCORN

**PREPARED BY:** CIVIL INFRASTRUCTURE ASSOCIATES, LLC  
 307 HICKERSON DRIVE  
 MURFREESBORO, TN 37129  
 (615) 663-7678  
**CONTACT:** NATHAN MELSON, PE



TYPICAL DRIVEWAY LAYOUT FOR ALL HOUSES FACING OLD SALEM ROAD  
SCALE: 1" = 50'



TYPICAL BUILDING SETBACK DETAIL

**NOTES:**  
 1. ALL HOUSES & DRIVEWAYS FACING OLD SALEM ROAD SHALL BE DESIGNED SUCH THAT NO BACKING OUT OF DRIVEWAYS ONTO OLD SALEM ROAD TO BE ALLOWED.

**MADDINGTON SUBDIVISION  
 CONCEPT PLAN  
 OLD SALEM ROAD, MURFREESBORO, TENNESSEE**

PREPARED FOR:  
 ALCORN PROPERTIES, LLC  
 4613 VETERANS PKWY  
 MURFREESBORO, TN 37128





**MINUTES OF THE MURFREESBORO  
PLANNING COMMISSION  
AUGUST 7, 2024**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

Ben Newman, Dir. of Land Mngt. & Planning  
Richard Donovan, Principal Planner  
Holly Smyth, Principal Planner  
Joel Aguilera, Planner  
Jennifer Knauf, Project Engineer  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Deputy City Attorney  
John Tully, 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 up during the Public Comments portion of the agenda.

**4. Approve minutes of the July 10, 2024 and July 17, 2024 Planning Commission meetings.**

Mr. Shawn Wright made a motion to approve the minutes of July 10, 2024 and July 17, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 7, 2024

**Zoning application [2024-404] for approximately 29.5 acres located along Old Salem**

**Road to be rezoned from CF to RS-12, Alcorn Properties, LLC applicant.** Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Richard Donovan stated for the record an email had been sent to the Planning Commissioners for their information. Chair Kathy Jones relayed that the e-mail pertains to road improvements.

Mr. Matt Taylor came forward stating this road is on the City of Murfreesboro Major Transportation Plan for a three-lane road with curb and gutter.

Mr. Shawn Wright announced if this property is approved for rezoning tonight, there would not be any building permits issued until a flood study is completed.

Chair Kathy Jones opened the public hearing.

1. **Mr. Samuel Parker, 5508 Old Salem Road** – opposes the zoning request due to the ongoing flooding.
2. **Ms. Alissa Thompson, 5422 Old Salem Road** – opposes the zoning request.
3. **Mr. Joel Powers, 5300 Old Salem Road** – expressed concerns regarding flooding.
4. **Mr. J. D. Bennett, 1322 Veterans Parkway** – voiced his concerns about the accessibility of City Hall.
5. **Mr. John Harney, 6748 W Gum Road** (representative of Redeemer School that currently owns the property) - agrees there are water issues that must be

**MINUTES OF THE MURFREESBORO  
PLANNING COMMISSION  
AUGUST 7, 2024**

addressed, but he said that residential development would be far less impactful than commercial.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

Ms. Jennifer Knauf elaborated on the flooding situation in the area and on the forthcoming flood study.

Mr. Matt Taylor discussed the flood study as well as proposed drainage infrastructure improvements.

Mr. Shawn Wright stated that the infrastructure project is fully funded and would take place this winter to replace culverts along Old Salem Road.

There was additional discussion between the Planning Commission and staff regarding flooding.

Mr. Shawn Wright asked if this development would have an HOA. Mr. Matt Taylor answered yes.

There being no further discussion, Mr. Bryan Prince moved to approve the zoning application subject to the completion of culverts being replaced along Old Salem Road, not allow any building permits or buildings on this property until a flood study is completed with elevation lines, and building envelopes being known; and all other staff comments; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

- Aye: Kathy Jones
- Ken Halliburton
- Jami Averwater
- Tristan Carroll

**MINUTES OF THE MURFREESBORO  
PLANNING COMMISSION  
AUGUST 7, 2024**

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

**Zoning application [2024-408] for approximately 21.14 acres located along New Salem Highway and Salem Creek Drive to be rezoned from RS-15 to CF (12.4 acres) and PRD (Salem Towne PRD – 8.74 acres), Harney Homes applicant.** Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. John Harney (developer) and Mr. Matt Taylor (design engineer) were in attendance representing the application. Mr. Matt Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. **Mr. Kenneth Robins, 445 East Bell Street and business address 2611 Salem Creek Drive**- he wanted to know what type of development could be placed in front of his business.

Chair Kathy Jones closed the public hearing.

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

Aye: Kathy Jones

Ken Halliburton



**ORDINANCE 24-OZ-29** 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 29.5 acres located along Old Salem Road from Commercial Fringe (CF) District to Single-Family Residential Twelve (RS-12) District; Alcorn Properties, LLC, applicant, [2024-404].

**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 Single-Family Residential Twelve (RS-12) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2038E61F9401...  
Adam F. Tucker  
City Attorney

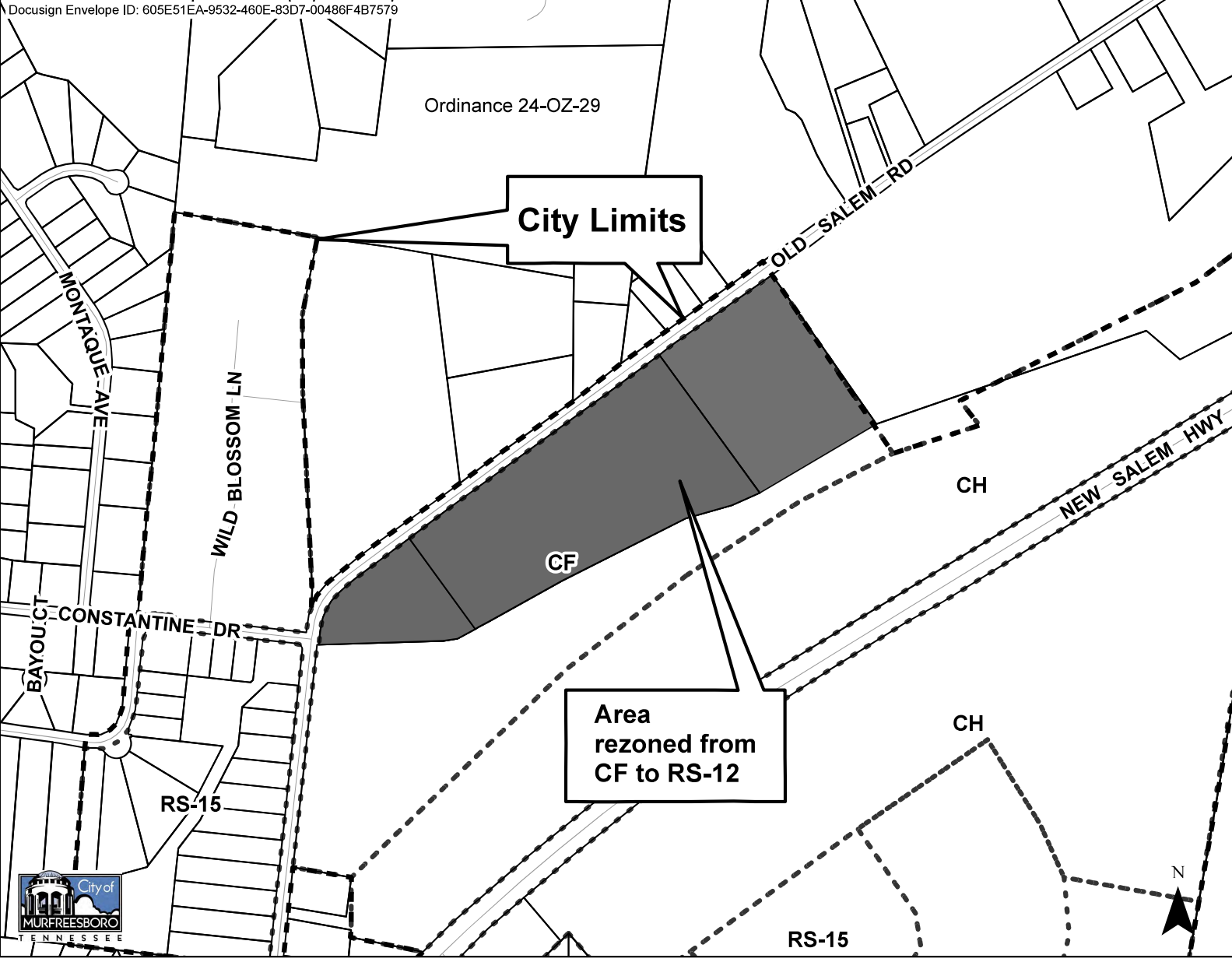
SEAL

Ordinance 24-OZ-29

City Limits



Area rezoned from CF to RS-12



# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Rezoning property along New Salem Highway  
[Public Hearing Required]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:**

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

---

**Summary**

Rezoning of approximately 21.14 acres located at the southwest corner of New Salem Highway and Salem Creek Drive.

**Staff Recommendation**

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

**Background Information**

Harney Homes presented to the City a zoning application [2024-408] for approximately 21.14 acres located along New Salem Highway to be rezoned from RS-15 (Single-Family Residential District 15) to CF (Commercial Fringe District – 12.4 acres) and PRD (Planned Residential District – 8.74 acres). During its regular meeting on August 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

**Council Priorities Served**

*Improve Economic Development*

The PRD zoning will enable the development of forty-seven single-family attached homes. In addition, the CF zoning will enable the subdivision of commercial outparcels from the remaining church property if the church so chooses, potentially creating employment opportunities for the community and tax revenue for local governments.

**Attachments:**

1. Ordinance 24-OZ-30
2. Maps of the area
3. Planning Commission staff comments and minutes from the 08/07/2024

meeting

4. Salem Towne PRD pattern book
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 7, 2024  
PROJECT PLANNER: RICHARD DONOVAN**

- 5.e. Zoning application [2024-408] for approximately 21.14 acres located along New Salem Highway and Salem Creek Drive to be rezoned from RS-15 to CF (12.4 acres) and PRD (Salem Towne PRD – 8.74 acres), Harney Homes applicant.**

The applicant, Harney Homes, is requesting to rezone the subject property from RS-15 (Single-Family Residential – 15,000 square foot minimum lot size) to CF (Commercial Fringe) for the northern 12.4 acres and PRD (Salem Towne Planned Residential District) for the southern 8.74 acres. The property is located at 2511 New Salem Highway or southwest of the New Salem Highway and Salem Creek Drive intersection. The site is currently home to Fellowship United Methodist Church, which is allowed in the RS-15 district by special use permit. In 2007 a special use permit was issued for an expansion of the building and for additional parking. The site is identified as Tax Map 114, Parcel 18.01 (approx. 21.14 acres).





### **Adjacent Land Use and Zoning**

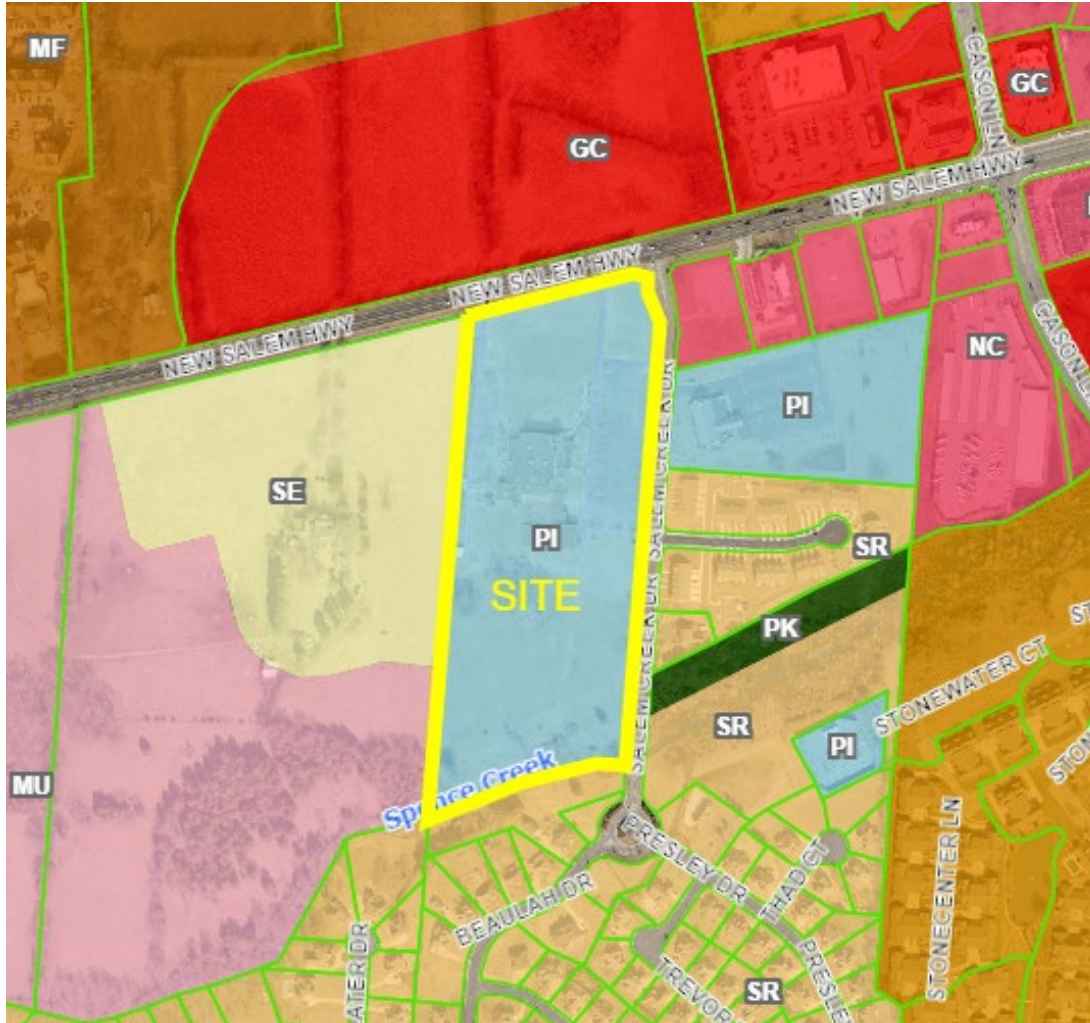
The adjacent properties are developed as commercial and residential uses and zoned commercial, residential, or PUD. The property to the north is zoned CH; to the northeast is Salem Creek Commons PCD which generally allows the same uses as CF excluding liquor stores and beer packaged; Salem Creek Church of Christ to the east is zoned CF; Ashton at Salem Creek townhomes to the east is zoned PRD; GMP Realty Office to the east is zoned OG (Office General); to the southeast is RS-12 (Single-Family Residential – 12,000 square foot minimum lot size); to the south Salem Creek single-family residential subdivision is zoned RS-15; and to the west is Boxwood Plantation PUD which allows a mix of single-family detached and attached residential, two-family residential, office space, and commercial that generally aligns with the CF district.

### **Future Land Use Map:**

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates "Public/Private Institutional" (PI) as the most appropriate land use character for the project area, as shown on the map below. The PI designation is intended for governmental buildings and facilities, hospitals, and both public and private institutional uses, such as the existing church. When the land use plan was developed, the existing use informed the future land use designation, and no change in use was contemplated at that time. However, the proposed Commercial Fringe (CF) zoning and the Salem Towne PRD are inconsistent with the FLUM designation for the subject property. The PI designation supports and encourages the development of most public or institutional land uses.

However, Chapter 4 of the Comprehensive Plan includes a transition policy that allows flexibility when the current development pattern supports expansion of a land use boundary. Staff recommends the use of the transition policy to allow the continuation of commercial zoning along New Salem Highway and the transition from commercial along New Salem Highway to the townhomes at the rear of the property before crossing the Spence Creek and transitioning to single-family detached residential in the Salem Creek Subdivision. This transition is similar to the transition east of Salem Creek Drive with commercial transitioning to townhomes and office and then to single-family residential.

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



### Salem Towne PRD

Salem Towne PRD proposes 47 attached single-family residential units, consisting of eight buildings constructed as five or six units per building. The Salem Towne PRD has a density of 5.38 dwelling units per acre. Access to the site will be from Salem Creek Drive with individual townhomes being accessed via a private street with secondary access from the rear loop drive around the church. The private street will also include street lighting and sidewalks on both sides. Solid waste will be provided by a private hauler. Units will be sold via a Horizontal Property Regime. A homeowner's association will be established to maintain all common areas and exteriors, including driveways.

### Buildings:

- Maximum building height of 35 feet;
- All units will be 1 or 2 stories;
- All units will have 2 or 3 bedrooms
  - 16 – 3 bedroom units (end units)
  - 31 – 2 bedroom units (internal units)
- Units will be a minimum of 1,350 square feet excluding the garage;
- Garages
  - Corner units will have 2 car garages – 16 feet wide
  - Interior units will have 1 car garages – 9 feet wide
  - Front entry garages will have decorative carriage-style doors with windows;
- Rear of units will have fenced-in area with 6-ft tall PVC fence;
- HVAC units will be located at the rear of each residence

### Building Materials:

- Front – Brick, stone, or cement board siding with a 50% brick or stone minimum
- Side – 1<sup>st</sup> Story Brick or Stone  
2<sup>nd</sup> Story cement board siding  
The façade will have a 50% brick or stone minimum
- Rear – cement board siding
- Vinyl only permitted in trim and soffits

### Setbacks:

- External to site
  - Salem Creek Drive – 25'
    - This is an exception to the 35' front setback in the RS-A2 district
  - Northern Boundary – 20'
  - Western Boundary – 20'
  - Southern Boundary – 50'
- Internal to site
  - Back of sidewalk to Garage – 35'
  - Back of sidewalk to Home – 15'
  - Building Side to Side: 30'
  - Building Side to Rear: 30'
  - Building Rear to Rear: 30'
  - Patios, porches, and stoops permitted to encroach up to 5' into setbacks

### Parking:

- 122 parking spaces required
  - 126 driveway parking spaces provided
  - 63 garage parking spaces provided
  - 24 guest parking spaces provided
  - 223 total parking spaces

### Open Space and Amenities:

There will be 3.15 acres of open space (36%), including the stormwater management areas, Spence Creek floodway, amenities, planting yards along the northern and western property lines, and Type 'B' buffer along the northeast corner of the property. A portion of the open space will be formal and include a pavilion and pickleball court.

### Exceptions:

The PRD only includes only one exception from the typical Zoning Ordinance bulk standards to allow the front setback from Salem Creek Drive to be reduced 10 feet from the required 35 feet to 25 feet.

### **CF, Commercial Fringe**

This district is intended to permit the development and continued maintenance of general commercial uses along highways and major arterial streets which tend not to be a nuisance to immediately surrounding residential development. The uses permitted in this district, the special uses that may be allowed in this district, and the uses for which site plan review and approval are required are listed in Chart 1 unless otherwise regulated in this article. The minimum lot and yard requirements, maximum height, maximum gross dwelling unit density and the land use intensity ratios which govern any use in this district are listed on Chart 2 unless otherwise regulated in this article.

The applicant is requesting CF bulk zoning for approximately 12.4 acres in the northern portion of the subject property. The CF district would permit the existing church by right, eliminating the need for additional special use permits for any expansions. The CF district also permits a variety of retail, office, and medical uses, as well as most institutional, and limited other housing types (B&B, homes for the aged, assisted living). Drive-up windows and fuel sales are permitted within the CF district but must maintain a minimum distance of 250 feet from residential district property lines. Additionally, the CF zoning could facilitate the future subdivision of the frontage along New Salem Highway into multiple commercial lots with shared access. A copy of Chart 1 is included and highlights the uses permitted in CF.

**Staff recommendation:**

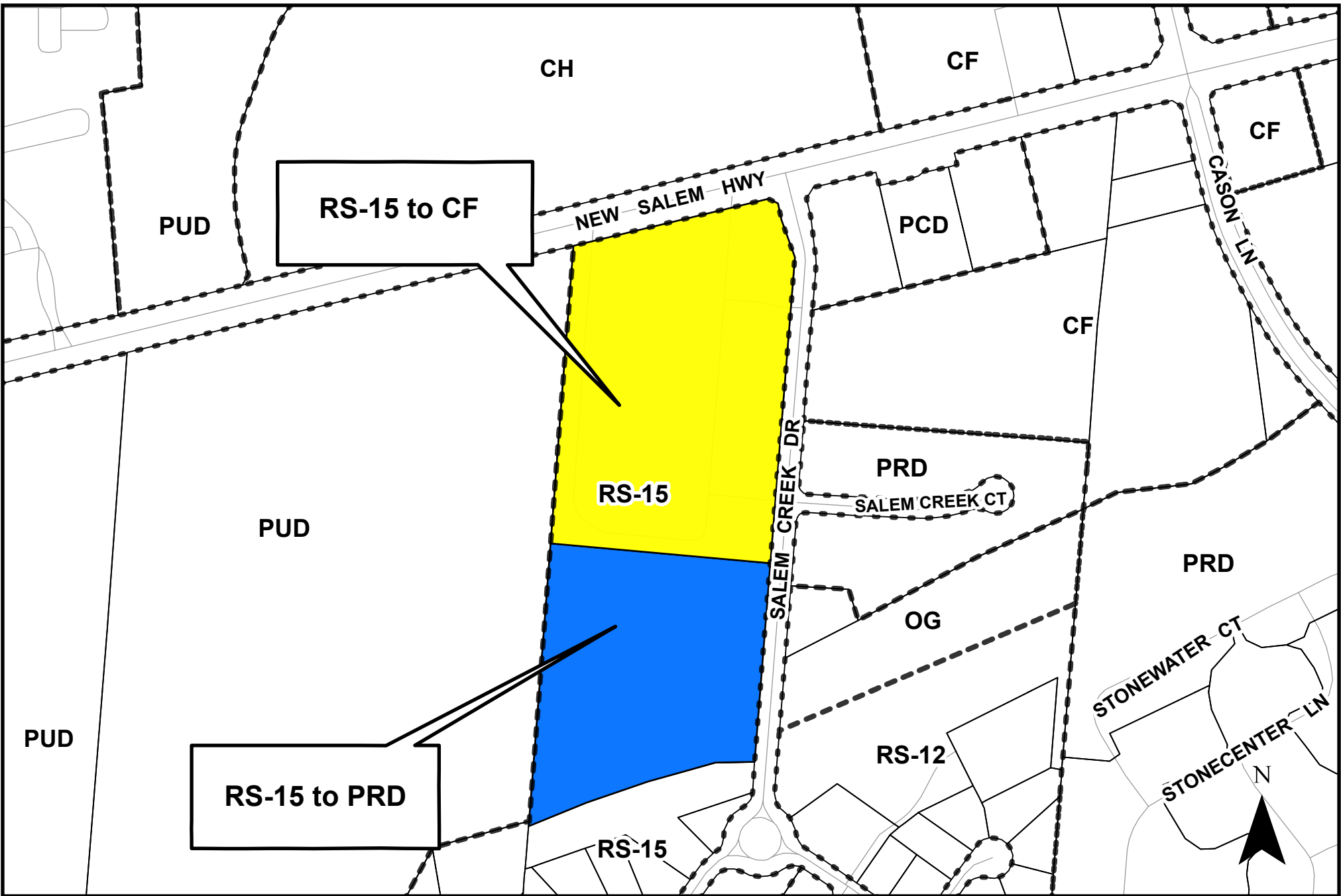
Staff is supportive of this rezoning request for the following reasons:

- 1) The rezoning request is an appropriate use of the transition policy, using Spence Creek and its floodway as a natural transition between land uses.
- 2) The proposed CF zoning provides additional opportunities to provide commercial services to one of the fastest growing areas of the City.
- 3) The proposed single-family attached dwellings would be compatible with land use with single-family attached residential to the east.

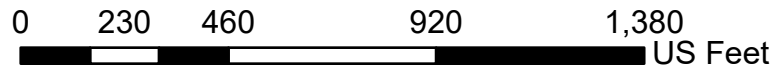
**Action Needed:**

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



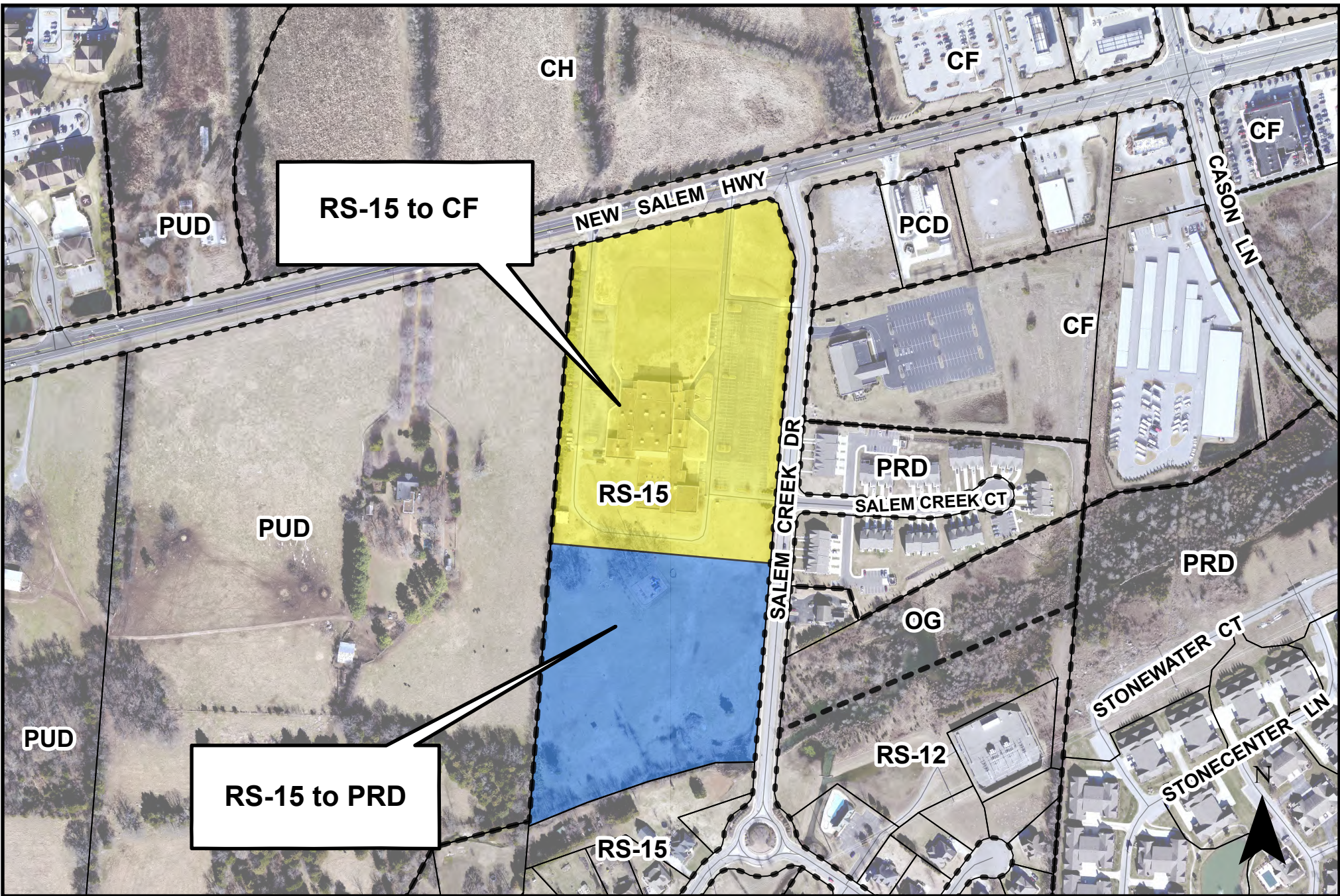


Rezoning request for property along New Salem Highway & Salem Creek Drive  
 RS-15 to CF & PRD (Salem Towne PRD)

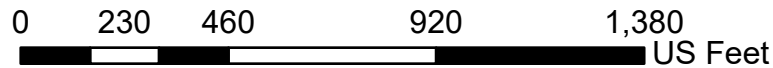


Planning Department  
 City of Murfreesboro  
 111 West Vine St  
 Murfreesboro, TN 37130  
[www.murfreesborotn.gov](http://www.murfreesborotn.gov)



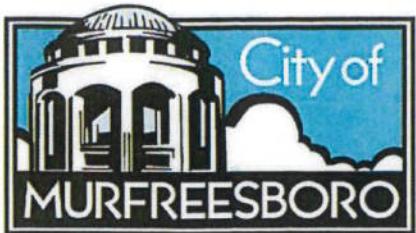


Rezoning request for property along New Salem Highway & Salem Creek Drive  
 RS-15 to CF & PRD (Salem Towne PRD)



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





T E N N E S S E E

Creating a better quality of life

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

Table with 2 columns: Application Type and Fee. Includes 'Zoning & Rezoning Applications - other than rezoning to planned unit development' for \$700.00 and 'Zoning & Rezoning Applications - Planned Unit Development, initial or amended' for \$950.00.

Procedure for applicant:

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- 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 Taylor of SEC on behalf of Justin Harney of Harney Homes

Address: 850 Middle Tennessee Blvd. City/State/Zip: Murfreesboro, Tennessee 37129

Phone: 615-890-7901 E-mail address: mtaylor@SEC-Civil.com

PROPERTY OWNER: Fellowship United Methodist Church

Street Address or property description: 2511 HWY 99

and/or Tax map #: 114 Group: Parcel (s): 18.01

Existing zoning classification: RS-15

Proposed zoning classification: PRD & CF Acreage: 20.99

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

applicant): Justin Harney / Harney Homes.

E-mail: Justin@harneyhomes.com

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 5-31-24

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

Date received: MPC YR.: MPC #:

Amount paid: Receipt #:

Chart 1  
Page 1 of 8

Revised January 25, 2024

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																				OVERLAY							
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	RMO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD	HI	GI		LI	CM-RS-8	CM-R	CM	CU	P	cc
<b>DWELLINGS</b>																												
Single-Family detached	X	X	X	X	X	X	X	X	X	X <sup>27</sup>			X	X										X	X	X		
Single-Family attached or detached, zero-lot line (max. 2 units attached) <sup>23</sup>							X	X	X	X <sup>24</sup>		X	X											X	X	X		
Single-Family attached, townhouse <sup>25, 26, 28</sup>							X	X	X	X																		
Two-Family							X	X	X			X	X											X	X	X		
Three-Family							X	X				X	X											X	X	X		
Four-Family							X	X				X	X										X	X	X	X		
Multiple-Family							X <sup>21</sup>	X <sup>21</sup>									X <sup>21</sup>	X <sup>21</sup>							X	X		
<b>OTHER HOUSING</b>																												
Accessory Apartment <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>				S <sup>8</sup>																		
Accessory Dwelling Unit											X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>		
Assisted-Care Living Facility <sup>15</sup>							S	X	X	X		X	X	X	X	X	X	X	X	X				X	X	X	S	
Bed-and-Breakfast Homestay	S	S	S	S	S		S	S	X	S		S	X	X	X	X	X	X	X				S	S	S	X		
Bed-and-Breakfast Inn	S	S	S	S	S		S	S	S	S		S	S	S	S	X	X	X	X				S	S	S	S		
Boarding House <sup>15</sup>							S	S	X	X		S	X	X	X	X	X	X	X					S	S	X		
Class I Home for the Aged <sup>15</sup>	S	S	S	S	S	S	S	X	X	X		X	X	X	X	X	X	X	X				S	S	S	S		
Class II Home for the Aged <sup>15</sup>	S	S	S	S	S		S	S	S	S		S	X	X	X	X	X	X	X				S	S	S	S		
Class III Home for the Aged <sup>15</sup>							S	S	S	S		S	X	X	X	X	X	X	X				S	S	S	S		
Emergency Shelter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Extended Stay Hotel/Motel																X	X											
Family Crisis Shelter												S	S	S	S	S				S	S	S		S				
Family Violence Shelter							S	S				S	S	S	X	X			X	X	X		X	S	S			
Fraternity/Sorority												S	S	S	S	S							S	S	S		N	
Group Shelter							S	S				S	S	S	S	S				S	S		S	S	S		N	
Hotel																X	X	X	X	X	X							
Home Occupations <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>	X <sup>11</sup>		X <sup>11</sup>					S <sup>11</sup>	S <sup>11</sup>	S <sup>11</sup>				
Mission																				S	S	S						
Mobile Homes																											N	
Motel																X	X		X	X	X					N		
Rooming House							S	S	S									X					S	S	X			
Student Dormitory																								S	X			
Transitional Home							S	S	S			S	S										S	S				

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USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																			OVERLAY							
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	RMO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD	HI		GI	LI	CM-RS-8	CM-R	CM	CU	P
<b>INSTITUTIONS</b>																											
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		X	X	X	X	X	X		X	X	X	S	X	X			
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	X	S	X	X	X		X	X	X	X	X	X	X			
Airport, Heliport	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S				S	S	S					
Church <sup>13</sup>	S	S	S	S	S	S	S	X	X	S	S	S	X	X	X	X	X	X	X	X	X	S	S	X	X		
College, University												X	X	X	X	X							X	X	X		
Day-Care Center							S	S	S		S	S	X	X	X	X	X	X	X	X	X	S	S	S			
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	X	S	S	S	X		
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	X	S	S	S	X		
Hospital												X	X			X	X		X	X	X	X	X	X			
Lodge, Club, Country Club <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	S	S	S			
Mental Health Facility												X	X	X		X	X		X	X	X		X	X			
Morgue															X	X		X	X	X	X		X	X			
Museum							S	S	S			S	S	S	X	X	X	X	X	X	X	S	S	S	X		
Nursery School							S	S	S		S	S	S	S	S	S	X		S	S	S	S	S	S	X		
Nursing Home												X	X	S	S	X			X	X	X	X	X	X			
Park	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Pet Cemetery	S	S	S												S	S			S	S	S						
Philanthropic Institution							S	S	S			X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Public Building <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	X		
Recreation Field <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X		X	X	X	S	S	S	X		
Senior Citizens Center	S	S	S	S	S	S	S	X	X	S		X	X	X	X	X	X	X	X	X	S	X	X				
School, Public or Private, Grades K - 12 <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	S	S	S	X			
Student Center								S	S			S	S	S	S	X							S	S	X		
Technology/Vocation School (indoor)												X			X	X	X		X	X	X		X	X			
Trade School (includes outdoor)																			X	X	S						
<b>AGRICULTURAL USES</b>																											
Customary General Farming	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X	X	X	X <sup>6</sup>	X	X	X	X	X	X	X	X	X	X		
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	S				X	X			X	X	X			X	X		
Farm Labor and Management Services												X	X	X	X	X		X	X	X	X			X			
Fish Hatcheries and Preserves																			X	X	X						
Grain, Fruit, Field Crop and Vegetable Cultivation and Storage	X	X	X	X	X	X	X	X	X	X	X								X	X	X			X			
Livestock, Horse, Dairy, Poultry, and Egg Products	S	S	S	S	S	S	S	S	S	S									X	X	X			X			
Timber Tracts, Forest Nursery, Gathering of Forest Products	S	S	S	S	S	S	S	S	S	S	S								X	X	X						

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USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																	OVERLAY										
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	RM O	OG R	OG	CL	CF <sup>14</sup>	CH	MU		CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P	ccc
<b>COMMERCIAL</b>																												
Adult Cabaret																				X <sup>b</sup>								
Adult Entertainment Center																				X <sup>b</sup>								
Adult Motel																				X <sup>b</sup>								
Adults-Only Bookstore																				X <sup>b</sup>								
Adults-Only Motion Picture Theater																				X <sup>b</sup>								
Amusements, Commercial Indoor																X	X	X	X	X	X	X					S	
Amusements, Commercial Outdoor excluding Motorized																	X	X		X	X	X				S	S	N
Amusements, Commercial Outdoor Motorized except Carnivals																			S	S	S							N
Animal Grooming Facility															X	X	X		X	X	X							
Antique Mall															X	X	X	X	X	X	X							
Antique Shop <3,000 sq. ft.												X	X	X	X	X	X	X	X	X	X			X				
Art or Photo Studio or Gallery												X	X	X	X	X	X	X	X	X	X			X		X		
Artisan Use < 3,000 sf, other than enumerated elsewhere														X	X	X	X	X	X	X	X							
Automobile Body Shop <sup>12</sup>																			X	X								N
Automotive/Motor Vehicle Repair <sup>12</sup>																			X	X	X							N
Automotive/Motor Vehicle Service															S	X	X		X	X	X							
Bakery, Retail														X	X	X	X	X	X	X	X							
Bank or Credit Union, Branch Office or Main Office												X	X	X	X	X	X	X	X	X	X							
Bank, Drive-Up Electronic Teller												X	X	X	X	X	X	X	X	X	X		X	X				
Barber or Beauty Shop												X	X	X	X	X	X	X	X	X	X			X				
Beer, Packaged														X	X	X		X	X	X	X							
Boat Rental, Sales, or Repair																			X	X	X							N
Book or Card Shop												X	X	X	X	X	X	X	X	X	X			X				
Brewery, Artisan <sup>29</sup>														X	X	X		X	X	X	X							
Brewery, Micro <sup>29</sup>														X	X	X		X	X	X	X							
Brewpub <sup>30</sup>														X	X	X	X	X	X	X	X							
Business and Communication Service												X	X	X	X	X	X	X	X	X	X							
Business School												X	X	X	X	X	X	X	X	X	X							
Campground, Travel-Trailer Park																			S	S	S							N
Carnivals																S			S	S	S					S		N

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USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																			OVERLAY							
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD	HI		GI	LI	CM-RS-8	CM-R	CM	CU	P
Catering Establishment												X	X	X	X	X	X	X	X	X	X						
Cigar Lounge																S	S	S		X	X	X					
Clothing Store														X	X	X	X	X	X	X	X	X					
Coffee, Food, or Beverage Kiosk														X	X	X	X	X	X	X	X	X					
Commercial Center (≤25,000 SF)														X	X	X	X	X	X	X	X	X					
Convenience Store, ≤5,000 SF														X	X	X	X	X	X	X	X	X					
Convenience Store > 5,000 SF																X	X	X	X	X	X	X					N
Crematory																			S	S	S						N
Data Center ≤15,000 SF													X			X	X		X	X	X	X					N
Department or Discount Store															X	X	X	X	X	X	X	X					
Distillery, Artisan <sup>29</sup>																X	X	X	X	X	X	X					
Drive-In Theater																X	X	X	X	X	X	X					N
Dry Cleaner ≤3,000 SF (No On-Site Cleaning)													X	X	X	X	X	X	X	X	X	X					
Financial Service												X	X	X	X	X	X	X	X	X	X	X					
Fireworks Public Display																										X	
Fireworks Retailer																S			S	S	S						N
Fireworks Seasonal Retailer														S	S	S			S	S	S						N
Fitness/ Health Club Facility >5,000 SF												X	X	X	X	X	X	X	X	X	X	X					
Fitness studio/ personal instruction ≤5,000 SF												X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Flower or Plant Store												X	X	X	X	X	X	X	X	X	X	X	X	X			
Funeral Home														S		X	X	X	X	X	X	X					
Garden and Lawn Supplies															S	X	X	X	X	X	X	X					
Gas--Liquified Petroleum, Bottled and Bulk																X			X	X	X	X					
Gasoline Sales														X	X	X	X	X	X	X	X	X					N
General Service and Repair Shop																X	X	X	X	X	X	X					
Glass--Auto, Plate, and Window																X	X	X	X	X	X	X					
Glass--Stained and Leaded														X	X	X	X	X	X	X	X	X					
Greenhouse or Nursery																X	X	X	X	X	X	X					N
Grocery Store													X	X	X	X	X	X	X	X	X	X					
Group Assembly, <250 persons												S	S		X	X	X	X	X	X	X	X	S	S	S		
Group Assembly, >250 persons												S	S		S	S	X	S	S	S	S	S	S	S	S		
Ice Kiosk, Automated															X	X			X	X	X	X					N
Interior Decorator												X	X	X	X	X	X	X	X	X	X	X		X			
Iron Work																X	X	X	X	X	X	X					N*
Janitorial Service															X	X	X	X	X	X	X	X					
Kennels																X			X	X	X	X					N
Keys, Locksmith															X	X	X	X	X	X	X	X					

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USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																		OVERLAY								
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	RMO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD		HI	GI	L	CM-RS-8	CM-R	CM	CU	P
Laboratories, Medical												X	X		X	X	X		X	X	X	X	X				
Laboratories, Testing															X	X	X			X	X	X					
Laundries, Self-Service														X	X	X				X	X	X					
Lawn, Tree, and Garden Service															X	X				X	X	X					
Liquor Store															X	X	X			X	X	X					N
Livestock, Auction																				X	X	X					N
Lumber, Building Material																				X	X	X					N
Manufactured Home Sales																				X	X						N
Massage Parlor																				X <sup>8</sup>							
Motor Vehicle: Sales, Rental (Automobiles) <sup>3</sup>																S	S		X <sup>3</sup>	X <sup>3</sup>	X <sup>3</sup>						N
Motor Vehicle: Sales, Rental (Other Than Automobiles) <sup>3</sup>																			X <sup>3</sup>	X <sup>3</sup>	X <sup>3</sup>						N
Motor Vehicle: Sales, Rental, Repair (Medium & Heavy Duty Commercial Vehicles) <sup>3</sup>																			X <sup>3</sup>	X <sup>3</sup>							N
Movie Theater															X	X	X	X		X	X	X					
Music or Dancing Academy															X	X	X			X	X	X					
Offices												X	X	X	X	X	X	X		X	X	X	X <sup>5</sup>	X <sup>5</sup>	X <sup>5</sup>		
Optical Dispensaries												X	X	X	X	X	X	X		X	X	X	X	X			
Parking Structure															X	X	X			X	X	X			X	X	
Pawn Shop																X				X	X	X					N
Payday Loan, Title Loan, or Check-Cashing Service																X				X	X	X					N
Personal Service Establishment														X	X	X	X	X		X	X	X					N
Pet Crematory																				S	S	S					N
Pet Funeral Home															X	X				X	X	X					N
Pet Shops															X	X	X	X		X	X	X					
Pharmacies, Apothecaries												X	X	X	X	X	X	X		X	X	X	X	X	X		
Plasma Donation Center																				X	X	X			X		
Radio, TV, or Recording Studio																X	X	X		X	X	X					
Radio and Television Transmission Towers															S	S				S	S	S			S		N
Rap Parlor																				X <sup>9</sup>							
Restaurant and Carry-Out Restaurant														X	X	X	X	X		X	X	X					
Restaurant, Drive-In															X	X				X	X	X					N
Restaurant, Specialty														X	X	X	X	X		X	X	X					
Restaurant, Specialty -Limited												S	S	X	X	X	X	X		X	X	X	S	S	S		
Retail Shop, firearms																				X	X	X					N
Retail Shop, other than enumerated elsewhere															X	X	X	X		X	X	X					
Retail Shop: Tobacco, Vape, Dispensary <sup>31</sup>															X <sup>31</sup>					X <sup>31</sup>	X <sup>31</sup>	X <sup>31</sup>					N
Salvage and Surplus Merchandise																X				X	X	X					N

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Sauna																											
Self-Service Storage Facility <sup>16</sup>															S	X	S			X <sup>6</sup>	X	X	X				N
Sheet Metal Shop																X				X	X	X					N
Shopping Center, Community (150-300K SF)																X	X			X	X	X					N
Shopping Center, Neighborhood (25-150K SF)															X	X	X			X	X	X					N
Shopping Center, Regional (>300,000 SF)															X	X			X	X	X						N
Specialty Shop													X	X	X	X	X			X	X	X		X			N
Tavern																X		X		X	X	X					N
Taxidermy Studio																S				S	S	S					N
Veterinary Clinic															X	X				X	X	X					N
Veterinary Hospital															X	X				X	X	X					N
Veterinary Office													X	X	X	X	X			X	X	X		X			N
Vehicle Wash																X				X	X	X					N
Wholesaling, Wholesale Establishments																X				X	X	X					N
Winery, Artisan <sup>29</sup>															X	X	X		X	X	X	X					N
Wireless Telecommunications Towers, Antennas <sup>17</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	N
Wrecker/Towing Service, Wrecker Storage Yard <sup>12</sup>																				X	X	X					N
<b>INDUSTRIAL</b>																											
Manufacture, Storage, Distribution of:																											
Abrasive Products																				X	X						N
Asbestos Products																				S							N
Automobile Dismantlers and Recyclers <sup>7 &amp; 12</sup>																				S							N
Automobile Manufacture																				X	X						N
Automobile Parts and Components Manufacture																				X	X						N
Automobile Seats Manufacture																				X	X						N
Bakery Goods, Candy																				X	X	X					N*
Boat Manufacture																				X	X						N
Bottling Works																				X	X	X					N
Brewery <sup>20</sup>																				X	X	X					N
Canned Goods																				X	X						N
Chemicals																				X							N
Composting Facility																				S					S		N
Contractor's Storage, Indoor																	X			X	X	X					N
Contractor's Yard or Storage, Outdoor <sup>32</sup>																				X	X	X					N
Contractor's/Construction Equipment: Sales, Rental, Repair <sup>32</sup>																				X	X	X					N
Cosmetics																				X	X	X					N
Custom Wood Products																				X	X	X					N*

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Data Center / Server Farm > 15,000																				S	S	S						N
Distillery <sup>20</sup>																				X	X	X						N
Dry Cleaning- Laundering Facility > 3,000																				X	X	X						N
Electrical or Electronic Equipment, Appliances, and Instruments																				X	X	X						N
Fabricated Metal Products and Machinery																				X	X	X						N*
Fertilizer																				X								N
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery																				X	X	X						N
Furniture and Fixtures																				X	X							N*
Jewelry																				X	X	X						N*
Junkyard																				S								N
Leather and Leather Products except tanning and finishing																				X	X	X						N*
Leather and Leather Products, Tanning and Finishing																				X								N
Lumber and Wood Products																				X	X							N
Mobile Home Construction																				X								N
Musical Instruments																				X	X	X						N*
Office/Art Supplies																				X	X	X						N*
Paints																				X	X							N
Paper Mills																				S								N
Paper Products excluding paper and pulp mills																				X	X							N
Petroleum, Liquefied Petroleum Gas and Coal Products except refining																				S								N
Petroleum, Liquefied Petroleum Gas and Coal Products refining																												N
Pharmaceuticals																				X	X	X						N
Photographic Film Manufacture																				X	X							N
Pottery, Figurines, and Ceramic Products																				X	X	X						N*
Primary Metal Distribution and Storage																				X	X							N
Primary Metal Manufacturing																				X	X							N
Printing and Publishing																				X	X	X						N
Recycling center																				S		X	X	X				N
Recycling Center: Temporary Mobile																				S	S	S				S		N
Rubber and Plastic Products except rubber or plastic manufacture																				X	X							N
Rubber and Plastic Products, Rubber and Plastic Manufacture																				X	X							N

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N = Not Allowed, if N\* = Not Allowed if > 3,000 sf



USES PERMITTED <sup>9</sup>	ZONING DISTRICTS																		OVERLAY									
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD		HI	GI	LI	CM-RS-8	CM-R	CM	CU	P	eco
Saw Mills																			X									N
Scrap Metal Processors																				S								N
Scrap Metal Distribution and Storage																				S								N
Scrap Processing Yard																				S								N
Secondary Material Dealers																				S								N
Silverware and Cutlery																				X	X	X						N*
Small Moulded Metal Products																				X	X							N
Sporting Goods																				X	X	X						N
Stone, Clay, Glass, and Concrete Products																				X	X							N*
Textile, Apparel Products, Cotton--Factoring, Grading																				X	X	X						N*
Textile, Apparel Products, Cotton Gin																				X	X							N
Tire Manufacture																				X	X							N
Tobacco Products																				X	X							N
Toiletries																				X	X	X						N*
Transportation Equipment																				X	X	X						N
Warehousing, Transporting/Distributing <sup>18</sup>																				X	X	X						N
Winery <sup>20</sup>																				X	X	X						N
<b>TRANSPORTATION AND PUBLIC UTILITIES</b>																												
Bus Terminal or Service Facility																				X		X	X					
Electric Transmission, Gas Piping, Water/Sanitary																				X	X	X	X	X	X	X	X	
Sewer Pumping Station	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Freight Terminal, Service Facility																				X	X	X						N
Garbage or Refuse Collection Service																				X	X							N
Gas, Electric (Including Solar Farms), Water, Sewerage Production and/or Treatment Facility,																				X	X	S						
Landfill <sup>19</sup>																				S								N
Post Office or Postal Facility															X	X	X	X	X	X	X	X						
Railroad Station/Terminal																				S		S	S					
Refuse Processing, Treatment, and Storage																				S								N
Telephone or Communication Services															X	X	X	X	X	X	X	X						
Taxicab Dispatch Station															X	X	X	X	X	X	X	X						N

X = Use permitted by right.  
 S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.  
 N = Not Allowed, if N\* = Not Allowed if > 3,000 sf

# SALEM TOWNE

A REQUEST FOR REZONING FROM RESIDENTIAL SINGLE-FAMILY TO PLANNED RESIDENTIAL DISTRICT AND COMMERCIAL FRINGE

Murfreesboro, Tennessee



**Initial Submittal**

June 13th, 2024

**Resubmitted**

July 3rd, 2024

**Resubmitted**

July 17th 2024 for the August 7th, 2024  
Planning Commission Public Hearing

**Resubmitted**

September 6th, 2024 for the September 19th, 2024  
City Council Public Hearing

**SEC, Inc.**

SEC Project #00100

**H HARNEY  
— HOMES —**

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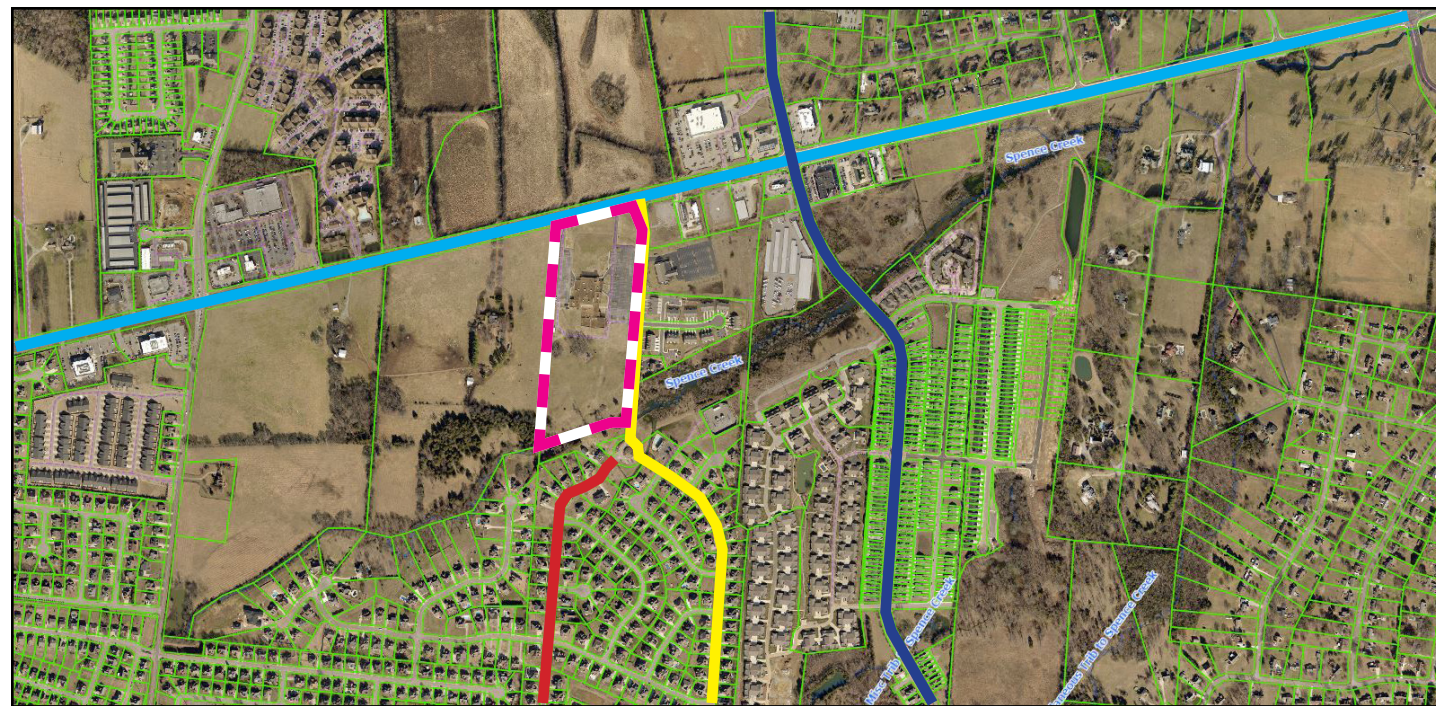
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*101 Beulah Rose Drive  
 Murfreesboro, Tennessee 37128*

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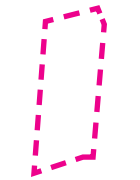




AERIAL PHOTOGRAPH

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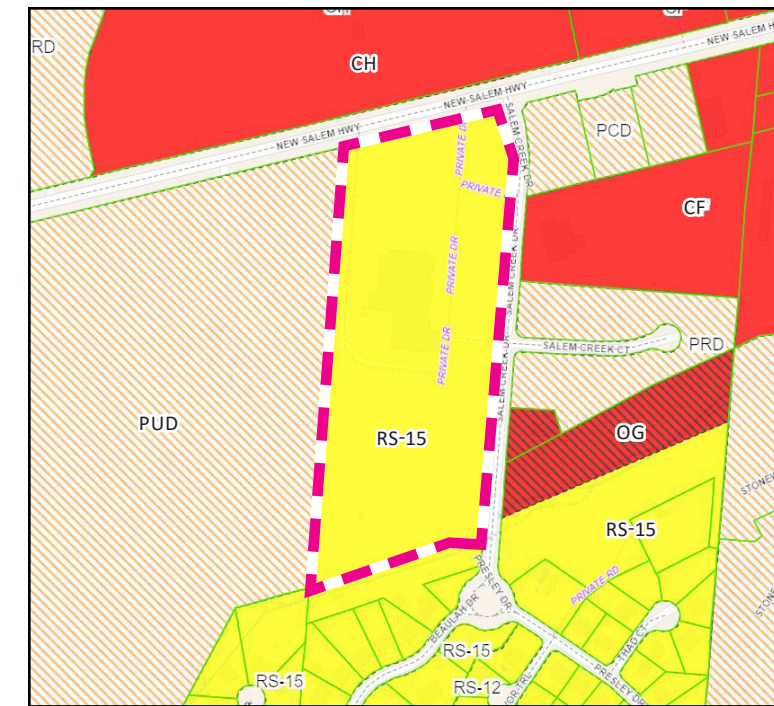
- New Salem Highway
- Cason Lane
- Salem Creek Drive
- Beulah Drive



Site Boundary

Harney Homes, LLC respectfully requests rezoning of the Fellowship United Methodist Church property at 2511 New Salem Highway from Residential Single Family (RS-15) to Planned Residential District (PRD) and Commercial Fringe (CF) to create Salem Towne. The property is located southwest of the Salem Creek Drive and New Salem Highway intersection. The site is identified as Parcel 18.01 of Tax Map 114, and is approximately 21.14 acres. Approximately 8.74 acres of the site will be rezoned to PRD. The remaining ±12.40 acres will be rezoned to CF and retained by the church.

The main portion of the proposed new development will be Salem Towne. The development will consist of 47 single-family attached townhomes on approximately 8.74 acres, for a density of 5.38 dwelling units per acre. All townhome units will be created via a Horizontal Property Regime (HPR). The proposed units will be at least 1,350 sf. All units will have a minimum of 3 bedrooms. Corner units shall provide a two car front-entry garage and interior units shall provide a one car front-entry garage, both of which shall utilize decorative garage doors. The home elevations will be constructed of masonry materials to add quality and character to the development. Each townhome building will have foundation landscaping and sodded front yards. All roads within the PRD shall be private and shall incorporate street lights to create continuity within the development. The entrance shall be located off of Salem Creek Drive and will incorporate development signage. The H.O.A. will maintain all common areas and exteriors.



ZONING MAP

Not To Scale

- |  |   |
|--|---|
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> RS-12 Residential Single-Family (RS-12) | <span style="display: inline-block; width: 15px; height: 15px; background-color: #CC0000; border: 1px solid black; margin-right: 5px;"></span> OG General Office (OG)                 |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> RS-15 Residential Single-Family (RS-15) | <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> PUD Planned Unit District (PUD)        |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> RM-16 Residential Multi-Family (RM-16)  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> PRD Planned Residential District (PRD) |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #CC0000; border: 1px solid black; margin-right: 5px;"></span> CH Commercial Highway (CH)              | <span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> PCD Planned Commercial District (PCD)  |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #CC0000; border: 1px solid black; margin-right: 5px;"></span> CF Commercial Fringe (CF)               |   |



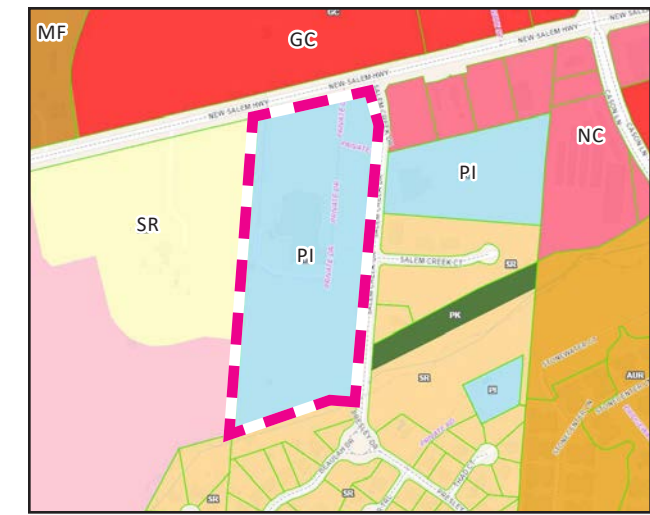
Site Boundary

The surrounding area consists of a mixture of zoning types and land uses. The land to the north across New Salem Highway is zoned CH. The land the west is zoned PUD. The land to the south is zoned RS-15 & RS-12. The land to the east is a mixture of properties zoned PRD, PCD, CF, and OG.

The Murfreesboro FLUM amendment designates this area as public/private institutional (PI). This classification typically includes major city, county, or state-owned facilities, along with other public and private buildings and sites that serve an institutional purpose, which correlates to church use.

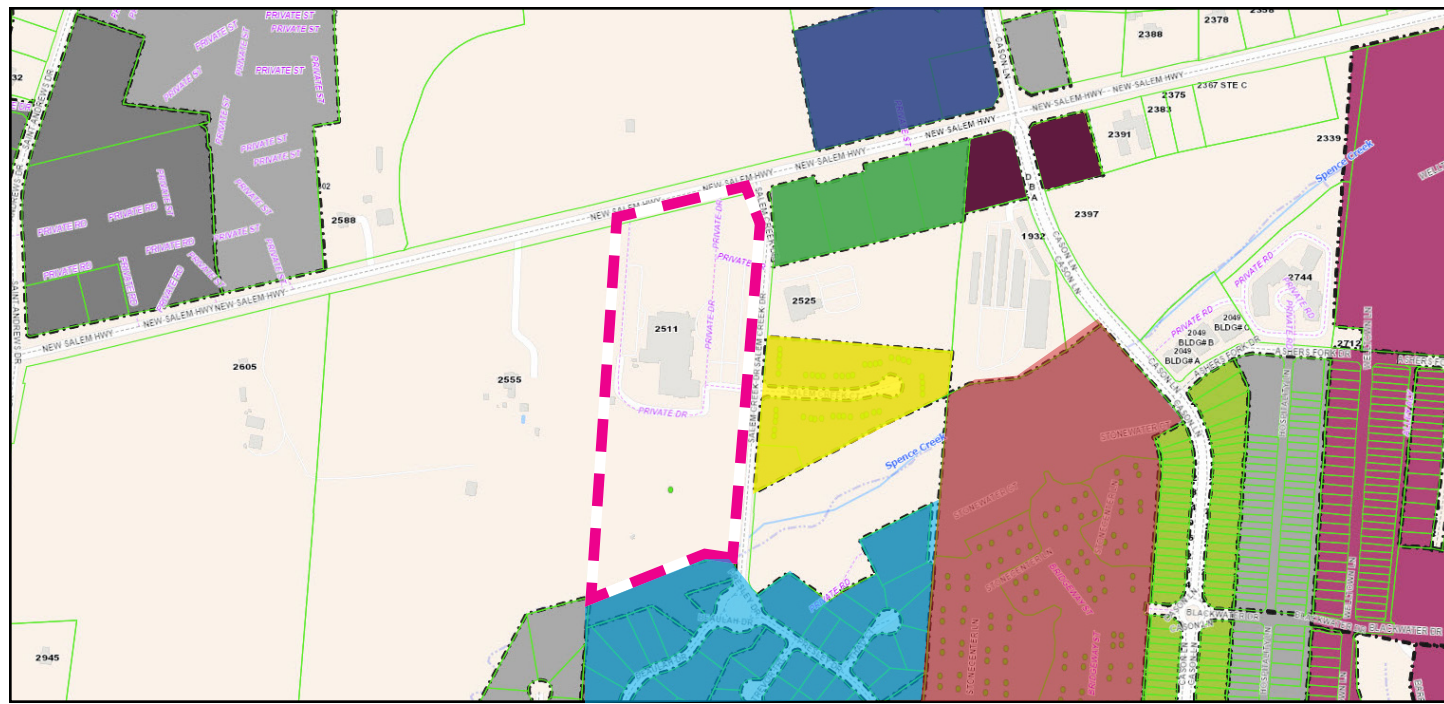
The proposed development does not fully align with the current future land use classification. However, the amended FLUM does have a transitional policy to allow land use policy to be shaped relative to a site's context as well as its designated property boundary. This development qualifies for such a policy due to having boundaries along an arterial street and having a large portion of the site within the Spence Creek floodway.

Several properties along New Salem Highway already exhibit neighborhood and general commercial characteristics. By extending the neighborhood commercial zone from Salem Creek Drive, this development supports the continuation of commercial fringe (CF) zoning further west along New Salem Highway. Additionally, the surrounding area features various residential character zones, including suburban residential (SR), Auto Urban Residential (AUR), and Mixed Form Housing (FM). The closest match for the PRD portion of the proposed development is the mixed form housing characteristic, aligning well with the residential diversity in the vicinity. Although typically limited to a max of 4 units attached the proposed development matches the neighboring Townhome development by have a maximum of 6 units attached. Based on the context of the surrounding area the proposed development's design is consistent and fitting.



2035 FUTURE LAND USE MAP (FLUM)





SUBDIVISION MAP

Not To Scale

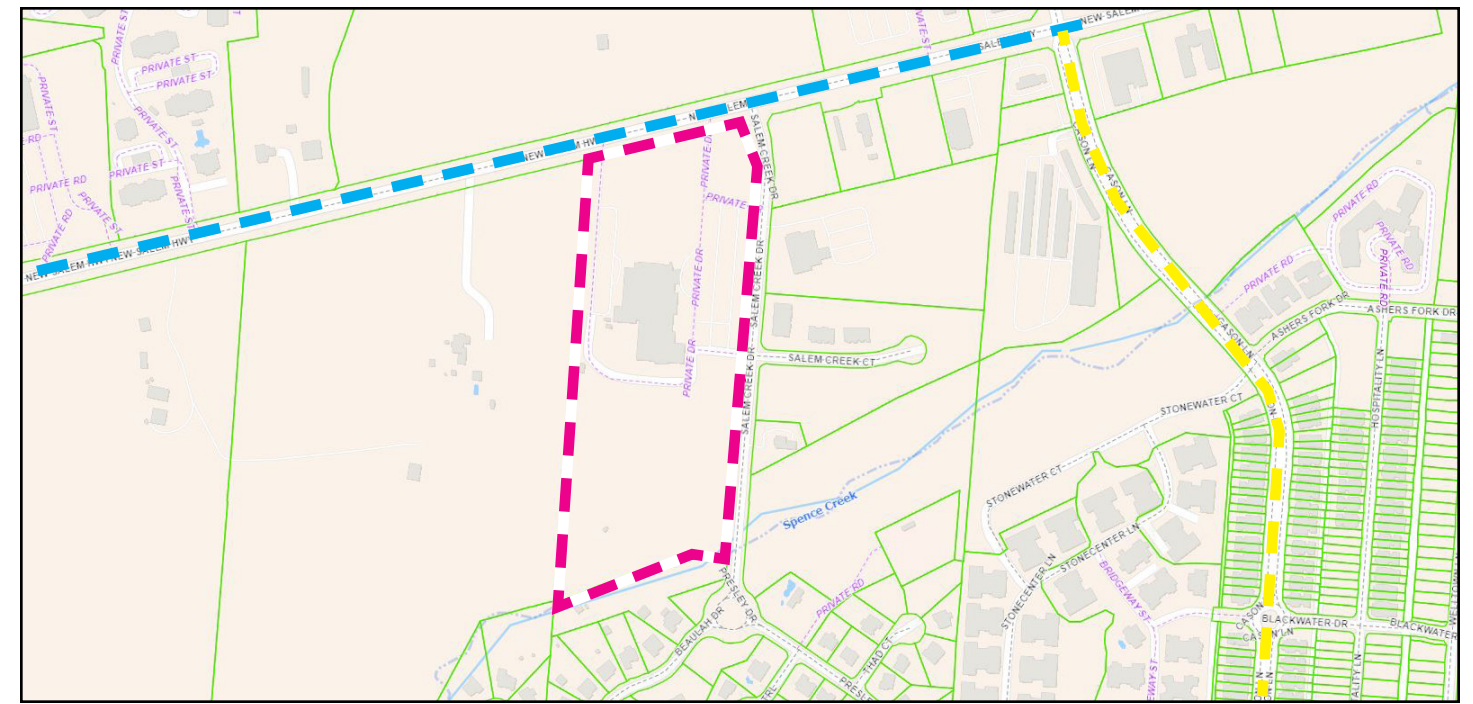
- Salem Creek Subdivision
- Galvestone LLC Commercial
- Ashto At Salem Creek
- Ognio Family
- Stonebridge
- Three Rivers Commercial



Site Boundary

Salem Towne is surrounded by a mixture of residential subdivisions and commercial properties. To the south is Salem Creek Subdivision, a residential development consisting of one to two story single family detached homes with side loaded garages. The exterior elevations consist of primarily brick elevations and front porches/stoops. The main points of ingress/egress to the development are from Salem Creek Drive and Saint Andrews Drive. East of the project site is the Townhome Development Ashto at Salem Creek. The townhomes facades consist of brick on the first floor of fronts of home. Each townhome includes an attached one-car front-entry garage.

To the east of the project along New Salem Highway is the Galvestone LLC Commercial and Three Rivers Commercial subdivisions. These commercial areas consist of a variety of retail, restaurants, and services. North, across New Salem Highway is the Walmart Neighborhood Market, 7-Eleven gas station, and CVS Drugstore.



2040 MAJOR TRANSPORTATION PLAN

Not To Scale

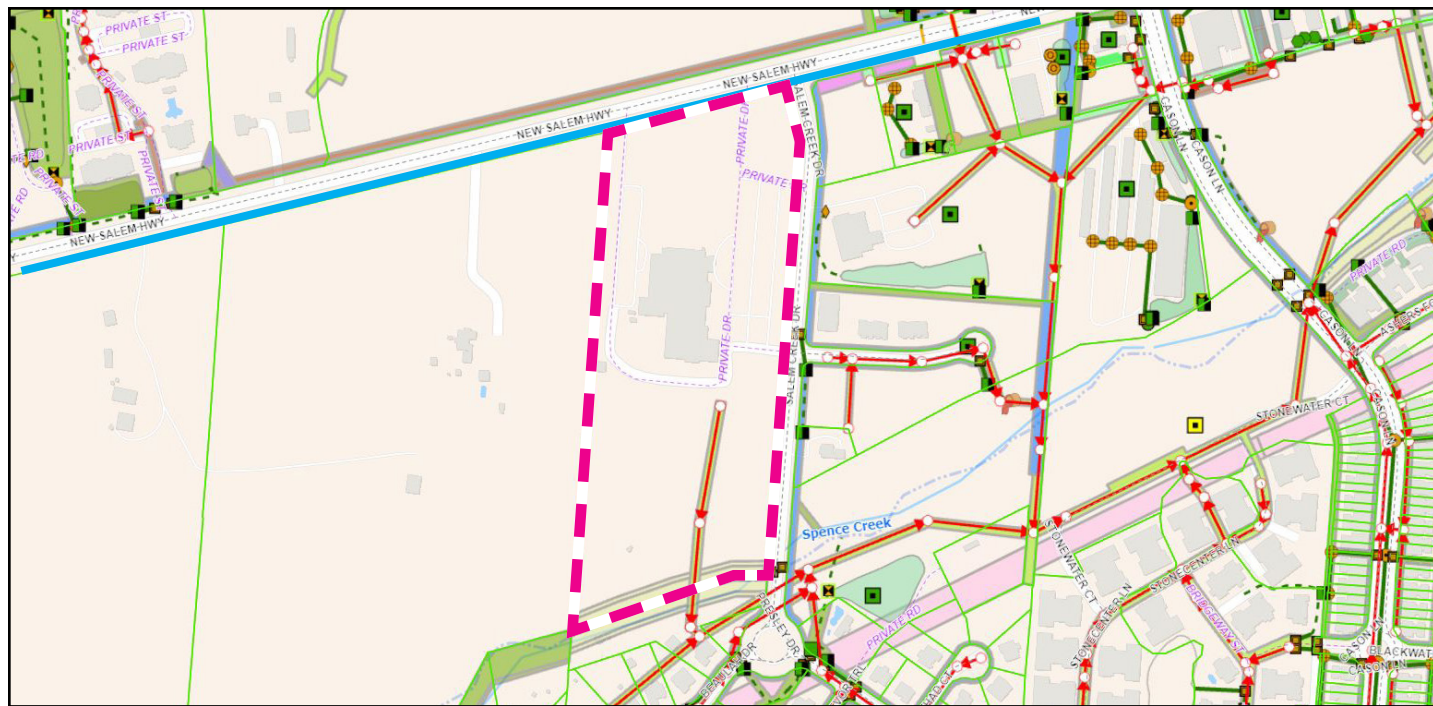
- New Salem Highway (Major Arterial)
- Cason Lane (Collector)



Site Boundary

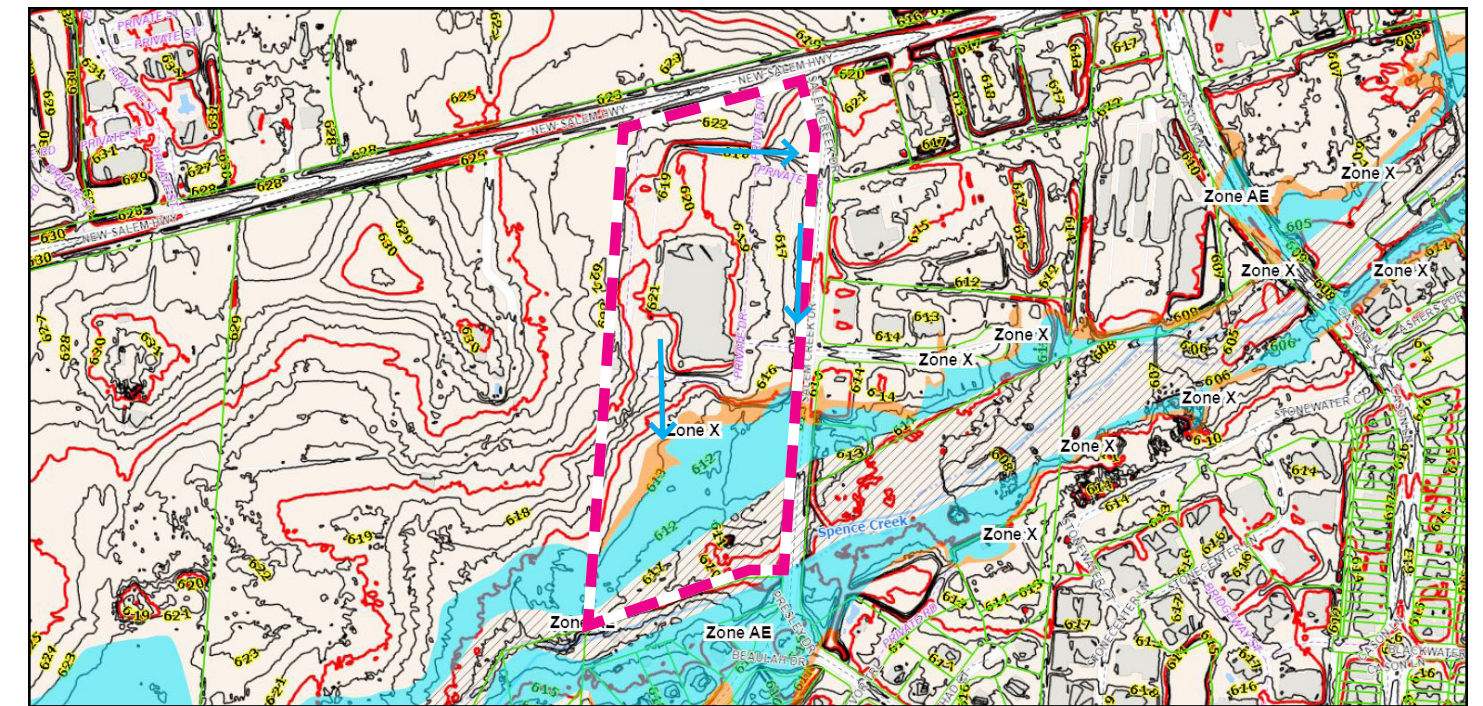
The property has/will have access to the existing public rights-of-way of New Salem Highway and Salem Creek Drive. New Salem Highway is slated to be improved to a 5-lane Major Arterial Roadway per the Murfreesboro 2040 Major Transportation plan. Currently the roadway is a 2-lane road with a west bound turn lane into Salem Creek Drive. This intersection is proposed to be signalized with the Still Waters Landing Project on the north side of Highway 99.





UTILITY MAP

Not To Scale



HYDROLOGY AND TOPOGRAPHY

Not To Scale



Water service will be provided by the Consolidated Utility District (CUD). There is an existing 16 inch ductile iron water line along the North side of New Salem Highway and a 12 inch ductile iron water line on the east side of New Salem Creek Drive. Currently there is a 6 inch line servicing the site from Salem Highway and an 8 inch line servicing the site from Salem Creek Drive. The developer will be responsible for extending/modifying the waterline into the site for domestic and fire water service.



Sanitary Sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" gravity sewer line located on-site. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



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

The topographic map above shows the site's topographic high point generally at the northwestern perimeter of the property. From this high point, the property drains towards the west and south. Stormwater that drains to the west flows into the existing drainage system along Salem Creek Drive before turning south and flowing towards Spence Creek. Stormwater that drains to the south flows into Spence Creek.

The southern portion of the property is within a registered Floodway and Floodplain per FEMA Flood Panel 47149C0265H eff. 1/4/2007.



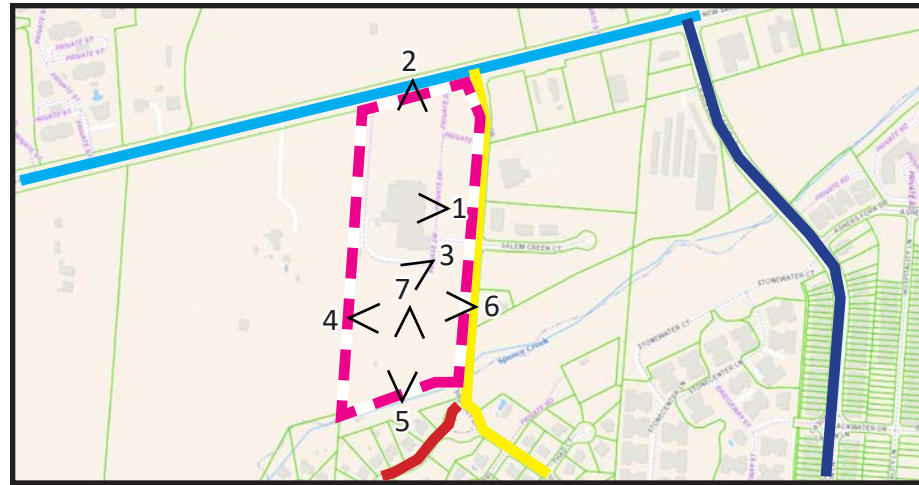


PHOTO DIRECTION MAP

Not To Scale

- New Salem Highway
- Salem Creek Drive
- Beulah Drive
- Cason Lane
- Site



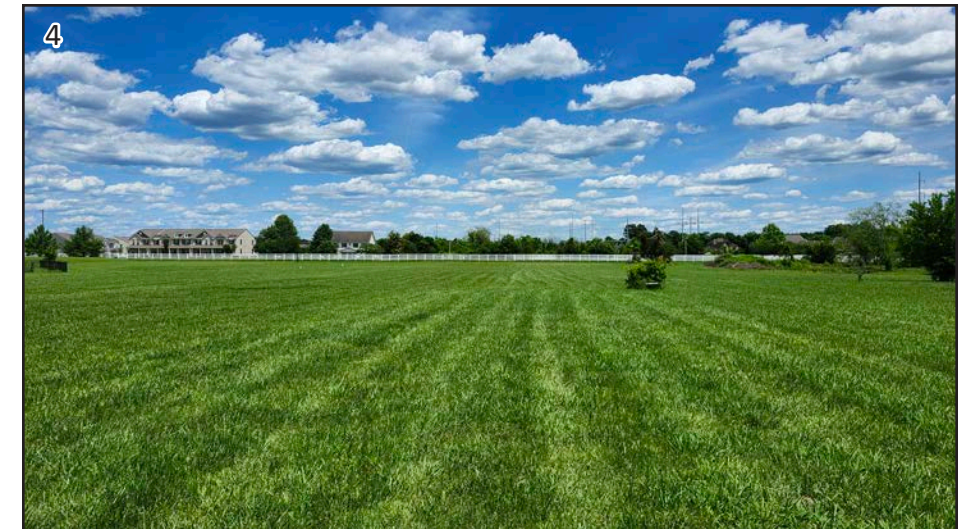
View of Existing Church On-Site Looking West



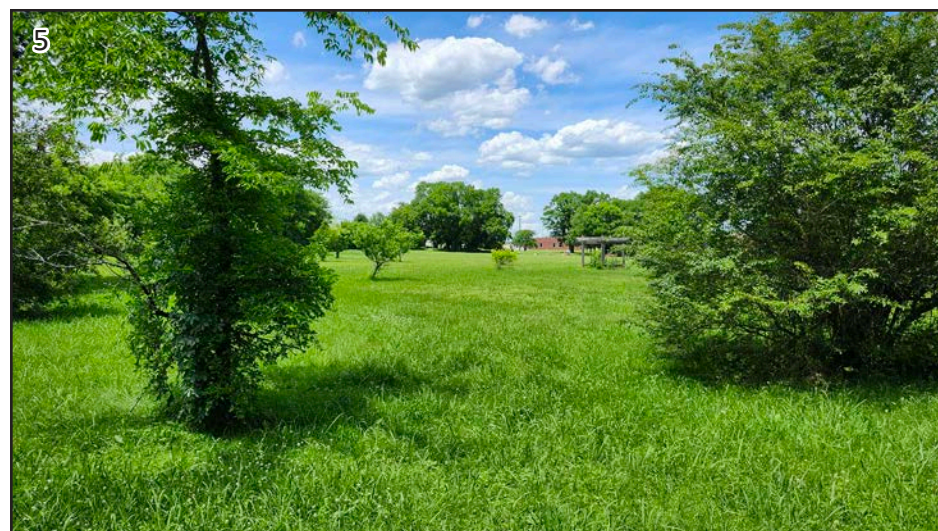
View of Property from New Salem Highway Looking South



View of Existing Church Amenity Area Looking Southwest



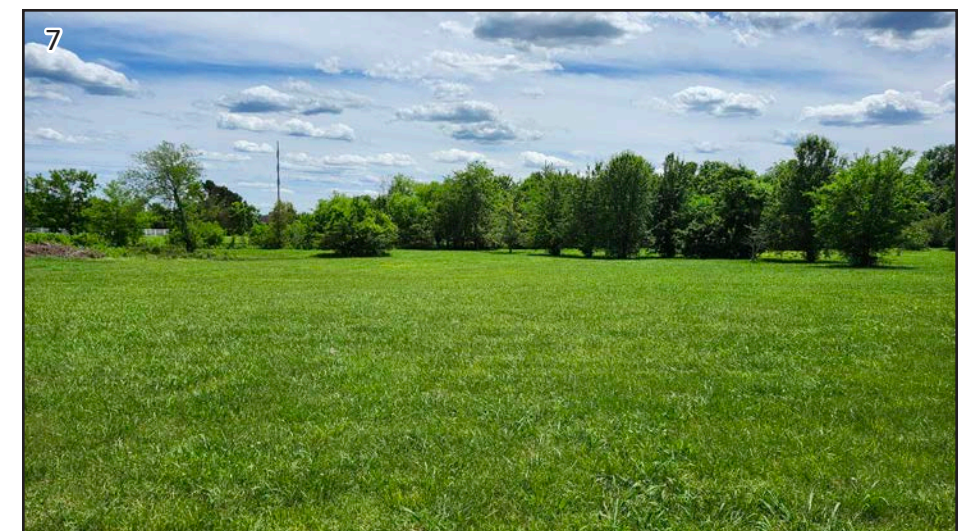
View of Property from Western Perimeter Looking South



View of Property from Southern Perimeter Looking North



View of Property from Salem Creek Drive Looking West



View of Property from Middle of Site Looking South



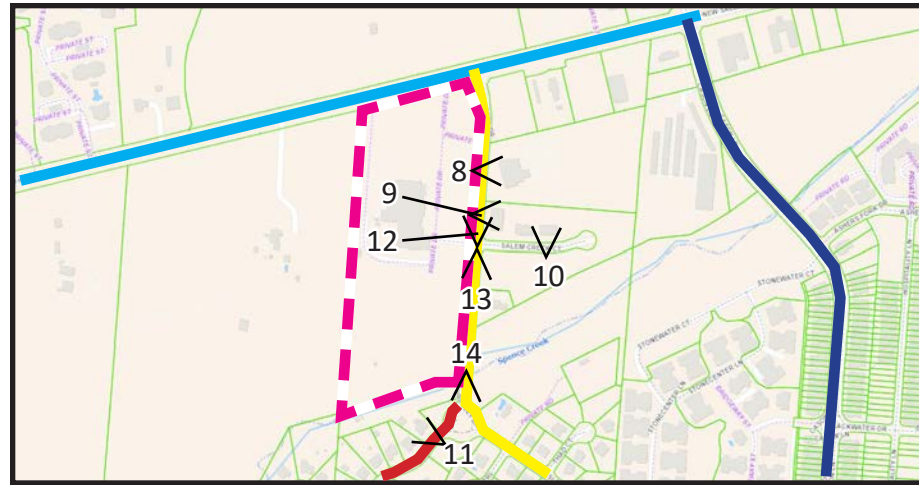


PHOTO DIRECTION MAP

Not To Scale

- New Salem Highway
- Salem Creek Drive
- Beulah Drive
- Cason Lane
- Site



View of Neighboring Church from Salem Creek Drive Looking East



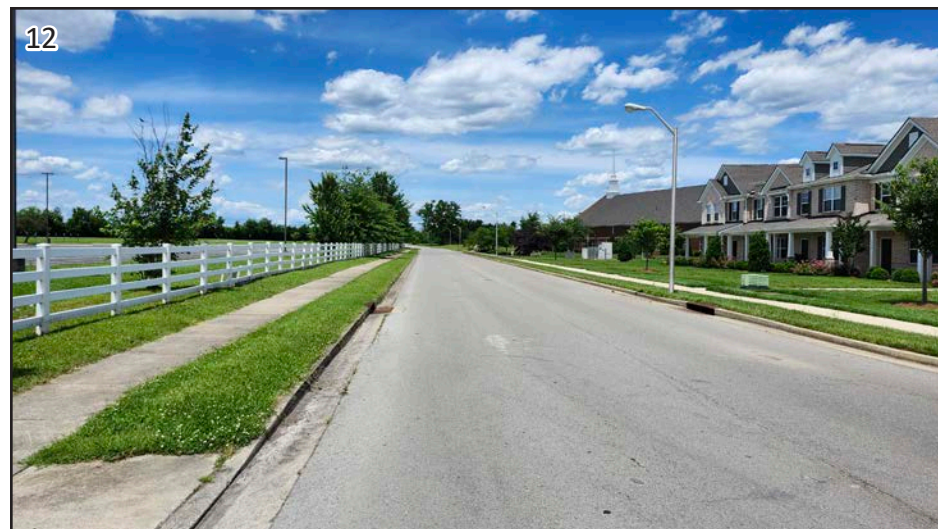
View of Neighboring Townhomes from Salem Creek Drive Looking East



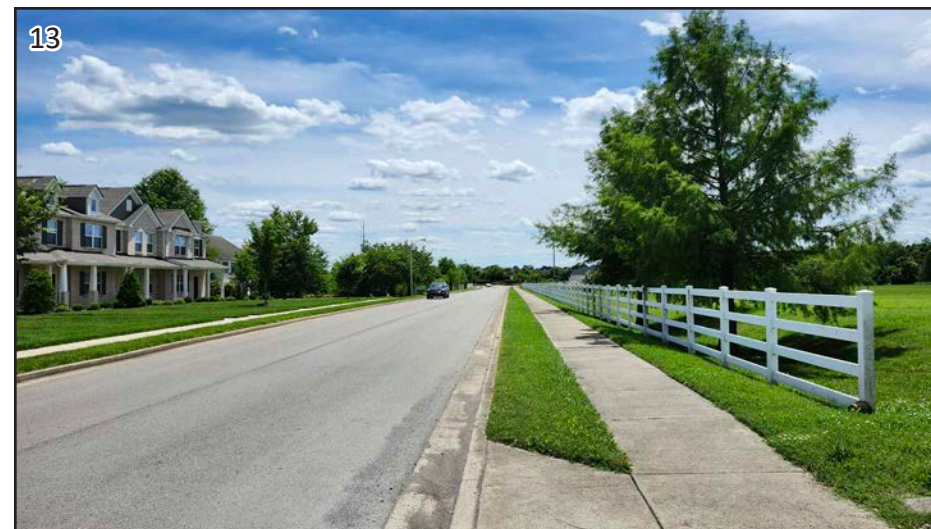
View of Neighboring Townhomes from Salem Creek Court Looking North



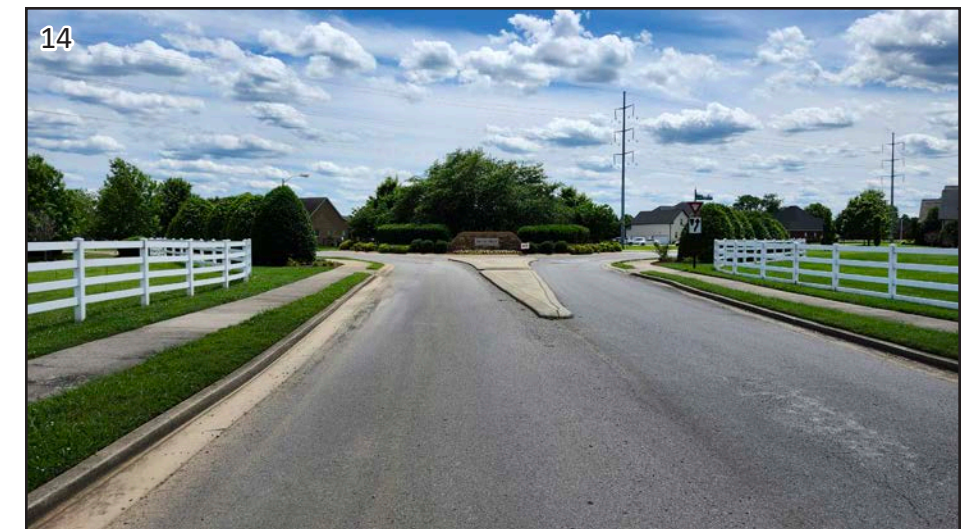
View of Neighboring Residence from Beulah Drive Looking Northwest



View of Salem Creek Drive from Salem Creek Court Intersection Looking North



View of Salem Creek Drive from Salem Creek Court Intersection Looking South



View of Existing Round-About on Salem Creek Drive Looking South



**PRD Land Use Data**

Total Land Area:	±8.74 Acres
Total Number of Units:	47 Units
Yield: 47 Units/8.74 Acres =	±5.38 Units/Acre
Total Open Space Required =	±1.75 Acres (20%)
Min. Open Space Provided =	±3.15 Acres (36%)
Formal Open Space Required =	±0.32 Acres (5%)
Min. Formal Open Space Provided =	±0.32 Acres (5%)

Length of New Roadway: ±1,320 LF

**Townhome Unit Mix**

Total 6-Unit Buildings:	= 7 Buildings	= 42 Units
Total 5-Unit Buildings:	= 1 Building	= 5 Units
Totals:	= 8 Buildings	= 47 Units

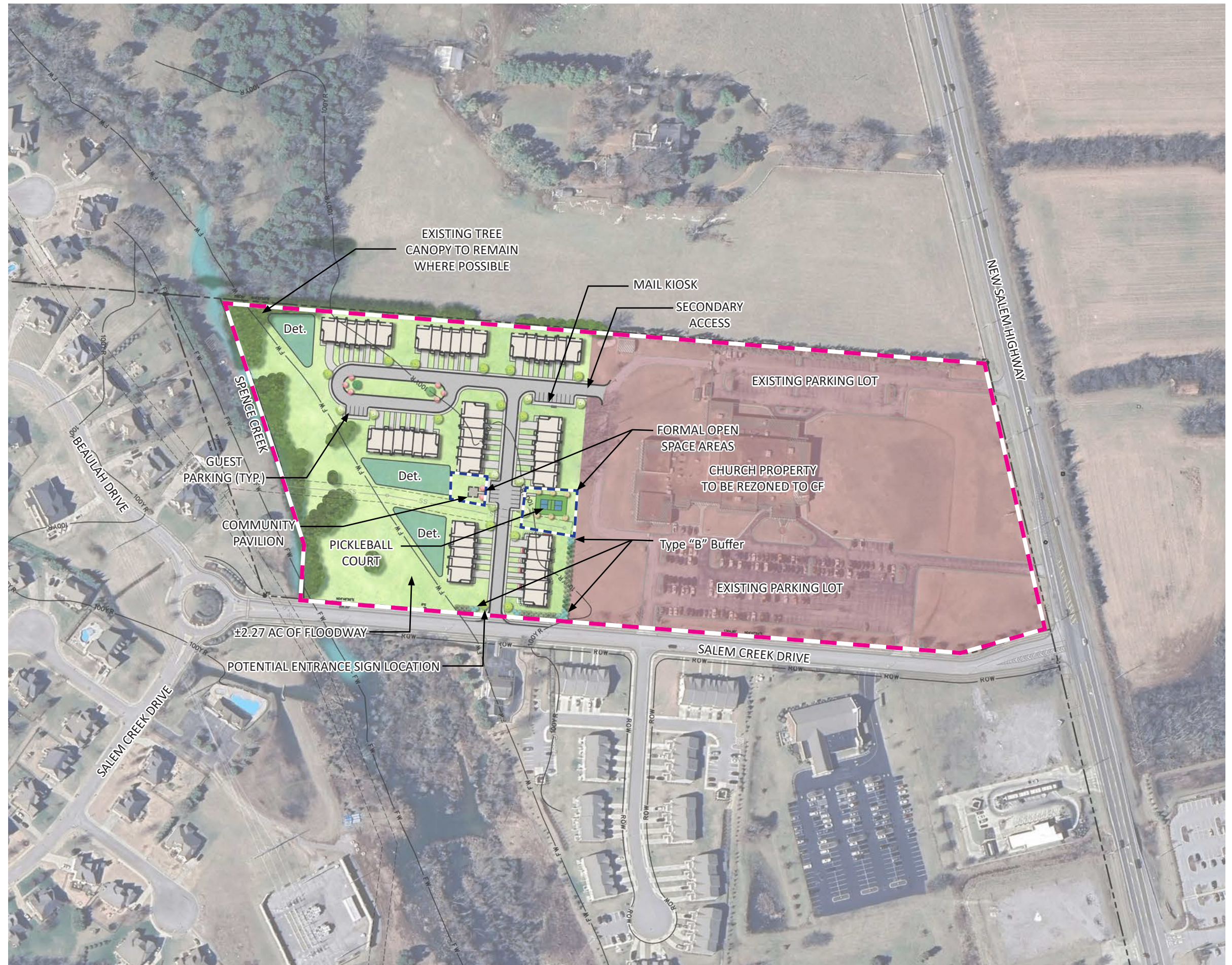
Total 3-Bedroom Units (End Units) = 16 Units  
 Total 2-Bedroom Units (Internal Units) = 31 Units

**Parking Required:**

(16) 3-Bedroom Units x 3.3 =	53 Spaces
(31) 2-Bedroom Units x 2.2 =	69 Spaces
Total Parking Required =	122 Spaces

**Parking Provided:**

Garage Spaces Provided =	63 Spaces
Driveway Spaces Provided =	126 Spaces
Guest Spaces Provided =	24 Spaces
Total Parking Provided =	213 Spaces





**Development Standards:**

- 47 townhomes with 2 to 3 bedrooms.
- The units will be a minimum of 1,350 feet of living area.
- Each home shall be recorded via a horizontal property regime.
- Home occupations, accessory to a principal residential use, shall be permitted in this planned development if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned development.
- Entrance off of Salem Creek Drive will have new entrance signage constructed on masonry materials and anchored by landscaping.
- Builders shall install sod and landscaping along foundations.
- All mechanical equipment (i.e. HVAC and transformers) to be screened.
- All on-site utilities will be underground.
- Solid waste will be handled via a private hauler.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The common areas will be owned and maintained by an H.O.A.
- All driveways and parking areas will be private and maintained by the H.O.A.
- Parking for the residential units will comply with the City of Murfreesboro requirements.
- Homes will have concrete driveways wide enough to accommodate the garages, with two-car garages having a minimum driveway width of 16 feet and one-car garages having a minimum width of 9 feet.
- All road will be private.
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community.
- Mail service will be provided via CBU.
- On-site lighting will be decorative and shall illuminate private streets.
- HVAC units will be located at the rear of each residence.
- Rear of units will have fenced in area with 6-ft tall PVC fence.



**PRD Setbacks**

External to the Site	
Salem Creek Drive:	25'
Northern Boundary:	20'
Western Boundary:	20'
Southern Boundary:	50'

Internal to the Site*	
Back of Sidewalk to Garage:	35'**
Back of Sidewalk to Home:	15'
Building Side to Side:	30'
Building Side to Rear:	30'
Building Rear to Rear:	30'

\*Patos, porches, and stoops shall be allowed to encroach up to 5' into setbacks.

\*\*This shall be measured from the sidewalks along drive aisles.



EXAMPLE OF DECORATIVE LIGHTING



EXAMPLE OF CENTRALIZED MAIL KIOSK AREA



EXAMPLE OF ENTRY SIGN



**Architectural Characteristics:**

- Building heights shall not exceed 35 feet in height
- All buildings will be 1 or 2 stories
- All units will have 2 to 3 bedrooms
- All the units will have eaves
- All homes will have a 1 or 2 car front-entry garage
- Front entry garages will have decorative carriage-style doors with windows
- Garages will have decorative doors that will complement the building architecture
- Rear of units will have fenced in area with 6-ft tall PVC fence.
- Townhome buildings will be comprised of alternating unit style and unit color
- Front and side elevations will have at least 50% brick or stone.

**Building Elevation**

Front Elevations (Min 50% Brick or Stone):

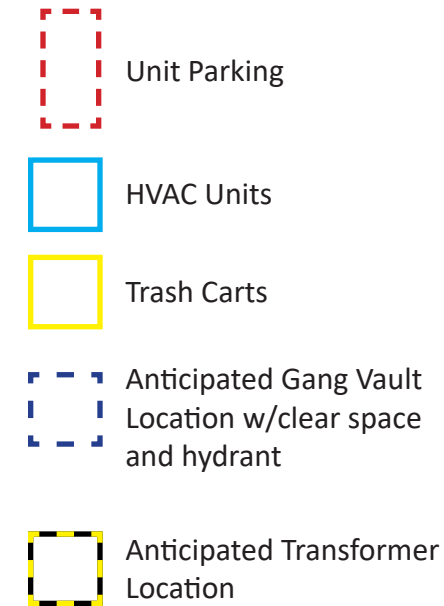
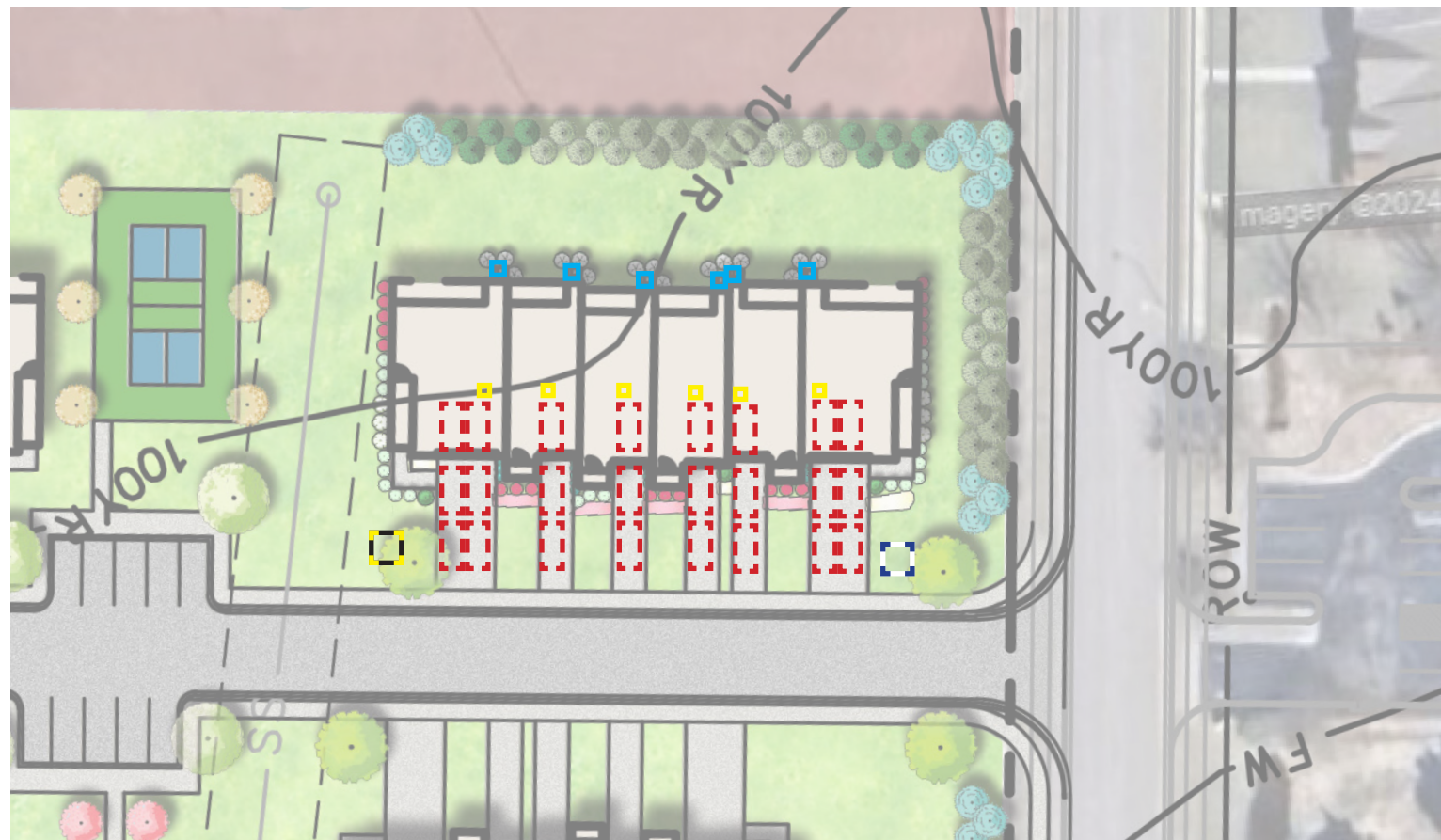
Side Elevations (Min 50% Brick or Stone):

Rear Elevations:

All Elevations:

**Building Materials:**

All Masonry (Brick, Stone, Cement Board Siding)  
 Cement Board Siding in the Dormers/Gables  
 1st Story - Brick, Stone; 2nd Story - Cement Board Siding  
 Cement Board Siding  
 Vinyl Only Permitted in Trim & Soffit Areas







Example of Townhomes Front Elevations



Example of Townhomes Rear/Side Elevation



Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), New Salem Highway is committed to become a 5-lane Major Arterial Roadway. Currently it is built as a two lane Major Arterial Roadway with an existing ROW of approximately 100 Linear Feet.

The primary means of ingress/egress from this site will be onto New Salem Highway and Salem Creek Drive. The existing entrance for the church along Salem Creek Drive shall remain. The drive connecting to New Salem Highway shall be relocated, as seen in the illustration to the right. The PRD entrance is proposed to incorporate two travel lanes for proper circulation into and out of the development onto Salem Creek Drive. There will be a dedicated left/right out of the neighborhood, as well as single lane for traffic entering the development. The proposed commercial lots shall have access to New Salem Highway.

All roads and drives within the development will be private. The PRD portion will have a typical 22' wide cross section with curb & gutter and sidewalks on both sides of the road. The only portion of the road not to utilize sidewalks is the interior of the loop road.



PRD private road typical cross section





- A Pickle Ball Court
- B Pavilion
- C Spencer Creek Open Space



- Type 'B' Buffer
- Perimeter Plantings

LOCATION MAP - AMENITIES

With this request, Salem Towne will be dedicating a minimum of 3.15 acres (36% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, and the area around Spence Creek. A minimum of 5% of the developable area of the PRD shall be Formal Open Space. Formal open space areas around the development will offer such amenities as a pavilion and pickle ball court. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. The Salem Creek Drive entrance will incorporate masonry signage and will be anchored with landscaping.

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

**Landscaping Characteristics:**

- A minimum 10 feet of landscape area between parking and all property lines.
- Parking shall be screen from ROWs by use of landscaping and/or berming.
- The northeastern corner the development will provide a Type 'B' Buffer as shown by the blue line in the above diagram.
- All above ground utilities and mechanical equipment screened with landscaping and/or walls.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of buildings along the private road shall have a 3 foot wide landscape strip.





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

**Response:** An exhibit is given on Page 4 along with descriptions of each.

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

**Response:** Exhibits are shown on Page 5 that shows the existing contours and drainage patterns along with an aerial photograph of the area. A portion of the property is subject to floodplains or floodways, and the site ultimately drains to Lytle Creek.

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

**Response:** Exhibits and photographs on Page 3 give the location of existing structures on the subject property and the surrounding properties zoning.

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

**Response:** The page 8&9 lists standards and exhibits showing the concept plan which shows each of these items.

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

**Response:** The page 8 lists these tabulations.

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

TOTAL SITE AREA	380,820 s.f.
TOTAL MAXIMUM FLOOR AREA	70,500 s.f.
TOTAL LOT AREA	380,820 s.f.
TOTAL BUILDING COVERAGE	57,623 s.f.
TOTAL DRIVE/ PARKING AREA	54,151 s.f.
TOTAL RIGHT-OF-WAY	NA
TOTAL LIVABLE SPACE	326,669 s.f.
TOTAL OPEN SPACE	87,120 s.f.
<b>FLOOR AREA RATIO (F.A.R.)</b>	0.19
<b>LIVABILITY SPACE RATIO (L.S.R.)</b>	0.71
<b>OPEN SPACE RATIO (O.S.R.)</b>	0.85

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

**Response:** The property is currently zoned RS-15. The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

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

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

**Response:** The project is anticipated to be developed in one phase.

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

**Response:** This requirement has been addressed on Page 9.

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

**Response:** See Page 15 for requested exceptions and bulk regulation summary.

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

**Response:** This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0265H eff. 1/4/2007

12.) The location and proposed improvements of any street depicted on the Murfreesboro 2040 Major Transportation Plan as adopted and as it may be amended from time to time.

**Response:** Pages 4 & 12 discusses the 2040 Major Transportation Plan.

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

**Response:** The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Harnney Homes LLC contact info for both is provided on cover.

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

**Response:** Page 10-11 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

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

**Response:** Examples of entrance signage are located on Page 9 and a description is on Page 13.

Land Use Parameters and Building Setbacks			
Zoning (Comparative vs Proposed)	RSA-2	Proposed PRD (SFA) Townhomes	Difference
<b>Residential Density</b>			
Maximum Dwelling Units Multi-Family	12 Units / Acre	5.3 Units / Acre	-6.7
Minimum Lot Area	2,000 sqft per unit	N/A	N/A
Minimum Lot Width	20'	N/A	N/A
<b>Minimum Setback Requirements</b>			
Minimum Setback to Salem Creek Drive	35'	25'	-10'
Porch, Stoop, and Patio allowable Encroachment	5'	5'	0'
Minimum Side Setback	5'	5'	0'
Minimum Rear Setback	20'	20'	0'
<b>Land Use Intensity Ratios</b>			
MAX F.A.R.	1.0	None	N/A
Minimum Livable Space Ratio	0.5	None	N/A
Minimum Open Space Ratio	0.25	N/A	N/A
<b>Open Space Requirements</b>			
Minimum Open Space Requirement	20%	20%	NA
Minimum Formal Open Space Requirement	5%	5%	0
Max Height	35'	35'	0'
Lot Coverage	N/A	N/A	0

**REQUESTED EXCEPTIONS:**

Requesting an exception to the 35' setback along Salem Creek Drive be reduced by 10' for a new setback length of 25'



**MINUTES OF THE MURFREESBORO  
PLANNING COMMISSION  
AUGUST 7, 2024**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

Ben Newman, Dir. of Land Mngt. & Planning  
Richard Donovan, Principal Planner  
Holly Smyth, Principal Planner  
Joel Aguilera, Planner  
Jennifer Knauf, Project Engineer  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Deputy City Attorney  
John Tully, 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 up during the Public Comments portion of the agenda.

**4. Approve minutes of the July 10, 2024 and July 17, 2024 Planning Commission meetings.**

Mr. Shawn Wright made a motion to approve the minutes of July 10, 2024 and July 17, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater

# **MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 7, 2024**

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

**Zoning application [2024-408] for approximately 21.14 acres located along New Salem Highway and Salem Creek Drive to be rezoned from RS-15 to CF (12.4 acres) and PRD (Salem Towne PRD – 8.74 acres), Harney Homes applicant.** Mr. Richard

Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. John Harney (developer) and Mr. Matt Taylor (design engineer) were in attendance representing the application. Mr. Matt Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. **Mr. Kenneth Robins, 445 East Bell Street and business address 2611 Salem Creek Drive**- he wanted to know what type of development could be placed in front of his business.

Chair Kathy Jones closed the public hearing.

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

Aye: Kathy Jones

Ken Halliburton

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION AUGUST 7, 2024

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

## **Zoning Ordinance Amendment [2024-804] regarding the use “airport, heliport” and pertaining to the following sections:**

**□ Chart 1: Uses Permitted by Zoning District; and**

**□ Chart 1 Endnotes: Uses Permitted by Zoning District**

**City of Murfreesboro Planning Department applicant.** Mr. John Tully presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Mr. Shawn Wright moved to approve the Zoning Ordinance amendment subject to all staff comments; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None



**ORDINANCE 24-OZ-30** 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 21.14 acres located along New Salem Highway and Salem Creek Drive from Single-Family Residential Fifteen (RS-15) District to Commercial Fringe (CF) District (12.4 acres) and Planned Residential Development (PRD) District (Salem Towne PRD – 8.74 acres); Harney Homes, applicant, [2024-408].

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to 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 Commercial Fringe (CF) District and Planned Residential Development (PRD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E54F0401...  
Adam F. Tucker  
City Attorney

SEAL

Ordinance 24-OZ-30

PRD

CF

CASON LN

CH

CF

Area rezoned from RS-15 to CF

PCD

NEW SALEM HWY

CF

PRD

RS-15

SALEM CREEK CT

OG

PUD

RS-15

RS-15

Area rezoned from RS-15 to PRD

SALEM CREEK DR

STONECENTER LN



SLATER DR

BEAULAH DR

RS-15

PRESLEY DR

TREVOR TRI

THAD CT

RS-12



# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** Amending the Zoning Ordinance – Airport  
[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"/>

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## Summary

Ordinance amending the Zoning Ordinance regarding the use “Airport” and pertaining to Chart 1 and Chart 1 endnotes.

## Staff Recommendation

Conduct a public hearing and enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment.

## Background Information

The Planning Department presented an ordinance amendment [2024-804] regarding the use “Airport” and pertaining to Chart 1 and Chart 1 endnotes. During its regular meeting on August 7, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

## Council Priorities Served

### *Improve Economic Development*

Having a vibrant local airport contributes greatly to the economic vitality of the community.

### *Establish Strong City Brand*

This amendment clarifies how the Zoning Ordinance applies to the Murfreesboro Municipal Airport. Adopting this amendment will make our Zoning Ordinance more user-friendly by providing needed clarification for future airport improvements.

### *Expand Infrastructure*

This amendment creates a clearer regulatory framework for how to move forward in the future with physical expansions to the City’s airport.

## Attachments:

1. Ordinance 24-O-31
2. Planning Commission staff comments and minutes from the 08/07/2024 mtg.



**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS, PAGE 1  
AUGUST 7, 2024  
PRESENTER: JOHN TULLY**

- 5.f. Zoning Ordinance Amendment [2024-804] regarding the use “airport, heliport” and pertaining to the following sections:**
- **Chart 1: Uses Permitted by Zoning District; and**
  - **Chart 1 Endnotes: Uses Permitted by Zoning District**
- City of Murfreesboro Planning Department applicant.**

This proposed amendment to the Zoning Ordinance seeks to add an endnote to *Chart 1: Uses Permitted* regarding the use “airport, heliport”. Currently, the “airport, heliport” use is allowed in all base zoning districts after the issuance of a special use permit by the Board of Zoning Appeals (BZA), except for the Central Business District where this use is not permitted.

“Airport” is defined in Section 24, Article 1 (Airport Overlay District, AOD) of the Zoning Ordinance as “The Municipal Airport, Murfreesboro, Tennessee”. This amendment proposes to allow the “airport” use, as defined in this section, by right within the boundaries of the AOD, which encompasses and surrounds the Murfreesboro Airport. Any separate airports that do not comport to the above definition, whether located within the AOD or not, would still be subject to the issuance of a special use permit. If the above amendment is adopted, it would allow proposed physical improvements to move straight to the site plan review process, instead of potentially requiring a special use permit from the BZA first.

As an aside, physical improvements on the airport property are still subject to an additional level of scrutiny, as City Council must approve any new facilities on-site. In addition, amendments to the Airport Master Plan and the Airport Layout Plan are considered by the Planning Commission from time-to-time when planned physical modifications to the City’s Airport are contemplated. The Federal Aviation Administration will also have oversight of physical improvements at the airport through its Part 7460-1 approval process.

**Action Needed:**

A draft of the language for the proposed ordinance amendment is included in the agenda packet for the Planning Commission’s review. The Planning Commission will need to conduct a public hearing and then formulate a recommendation to City Council.

**MINUTES OF THE MURFREESBORO  
PLANNING COMMISSION  
AUGUST 7, 2024**

**6:00 P.M.**

**CITY HALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

Ben Newman, Dir. of Land Mngt. & Planning  
Richard Donovan, Principal Planner  
Holly Smyth, Principal Planner  
Joel Aguilera, Planner  
Jennifer Knauf, Project Engineer  
Carolyn Jaco, Recording Assistant  
Roman Hankins, Deputy City Attorney  
John Tully, 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 up during the Public Comments portion of the agenda.

**4. Approve minutes of the July 10, 2024 and July 17, 2024 Planning Commission meetings.**

Mr. Shawn Wright made a motion to approve the minutes of July 10, 2024 and July 17, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones  
Ken Halliburton  
Jami Averwater

**MINUTES OF THE MURFREESBORO  
PLANNING COMMISSION  
AUGUST 7, 2024**

Jami Averwater  
Tristan Carroll  
Reggie Harris  
Bryan Prince  
Shawn Wright

Nay: None

**Zoning Ordinance Amendment [2024-804] regarding the use “airport, heliport” and pertaining to the following sections:**

**□ Chart 1: Uses Permitted by Zoning District; and**

**□ Chart 1 Endnotes: Uses Permitted by Zoning District**

**City of Murfreesboro Planning Department applicant.** Mr. John Tully presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Mr. Shawn Wright moved to approve the Zoning Ordinance amendment subject to all staff comments; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

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

Nay: None



**ORDINANCE 24-O-31** amending Murfreesboro City Code Appendix A, Zoning, Chart 1 and Chart 1 Endnotes, Uses Permitted by Zoning District, pertaining to airport operations, Murfreesboro Planning Department, applicant [2024-804].

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

SECTION 1. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by replacing, under the INSTITUTIONS category, “Airport, Heliport” with “Airport, Heliport<sup>2</sup>”;

SECTION 2. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by adding a new Endnote 2, as follows:

- 2. “Airport” use as defined in Section 24, Article 1, paragraph (B)(1) is permitted by right within any Zoning District located within the Airport Overlay District as amended.

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

Passed:

1<sup>st</sup> reading \_\_\_\_\_

2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F9461...  
Adam F. Tucker  
City Attorney

SEAL

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** Beasie Road Construction  
**Department:** Engineering  
**Presented by:** Chris Griffith, 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"/>

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## Summary

Consider CIP transfer for the construction of Beasie Road.

## Staff Recommendation

Approve the CIP transfer for the construction of a portion of Beasie Road.

## Background Information

In December 2020, the City, Charlie Mitchell, Tenn Thom Realty, and Costco entered into a Developer's Agreement outlining the terms and conditions for extending Beasie Road. According to this agreement, Tenn Thom Realty was responsible for designing and constructing the extension to connect Beasie Road with the City's new connector road, Tommy Bragg Drive. To date, they have not fulfilled their obligations for this project. Consequently, staff has started the process of calling on the performance bond in the amount of \$155,000 and is scheduling the roadway construction under our annual maintenance contracts.

Initially, the project will be funded with reallocated CIP funds, with plans for reimbursement using the performance bond once the proceeds have been received. The City will seek reimbursement from either Charlie Mitchell and/or Tenn Thom Realty if construction costs exceed the performance bond amount.

## Council Priorities Served

*Expand Infrastructure*

Implementation of the 2040 Major Transportation Plan through the extension and realignment of existing roadways.

## Fiscal Impact

The transfer of \$250,000 is funded by reallocated FY21 CIP bond and loan proceeds.

## Attachments

1. CIP Transfer Form.



# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** Construction Contract Beasie Rd/River Rock Connector

**Department:** Engineering

**Presented by:** Chris Griffith, Executive Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider CIP transfer and 5% contingency to the Tommy Bragg Drive roadway project.

**Staff Recommendation**

Approve CIP transfer and 5% contingency for the Tommy Bragg Drive roadway project.

**Background Information**

In January 2023, Council approved the construction contract award for the recently named Tommy Bragg Drive roadway project. This project includes building a connector road approximately .30 miles from the north end of Beasie Road to River Rock Blvd and incorporates a three-lane bridge over the west fork of the Stones River.

As the project has progressed, additional funding has been required due to unforeseen costs, including right-of-way acquisition settlements, extra engineering for flood study work, and adjustments to the superstructure design caused by changes in the FEMA flood model. Additional bridge foundation work was also necessary due to unexpected subsurface conditions.

Due to these changes, staff recommends approving this CIP transfer and authorizing a 5% increase to the current construction contract amount. This adjustment aligns with staff's standard goal for roadway projects, ensuring adequate funds to address potential contingencies.

**Council Priorities Served**

*Expand Infrastructure*

Implementation of the 2040 Major Transportation Plan through the construction of new roadways.

**Fiscal Impact**

This expense is funded from reallocated FY21 CIP bond and loan proceeds from savings on other projects.

**Attachments**

CIP Transfer Form.





# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** Acquisition of ROW and Easements for Blackman/Burnt Knob/Manson Intersection Improvements

**Department:** Engineering

**Presented by:** Chris Griffith, Executive Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider acquisition of property for the Blackman/Manson/Burnt Knob intersection project.

**Staff Recommendation**

Approve funding for the acquisition of right of way and easements up to 10% above appraised values.

**Background Information**

A combination of right of way, slope easements, and temporary construction easements are required from 16 total parcels for the Blackman/Manson/Burnt Knob intersection project.

Actual negotiations for the needed right of way and easements are pending receipt of appraisals. Staff recommends offering an additional 10% above the appraised value to avoid condemnation. If agreements are not reached, staff further recommends proceeding with condemnation and depositing the appraised value in court. An exhibit of the proposed project layout is attached for review.

**Council Priorities Served**

*Expand infrastructure*

Implementation of the 2040 Major Transportation Plan through the expansion and realignment of existing roadways.

**Fiscal Impact**

This expenditure for the actual property acquisition is budgeted within the FY21 CIP for this project.

**Attachments**

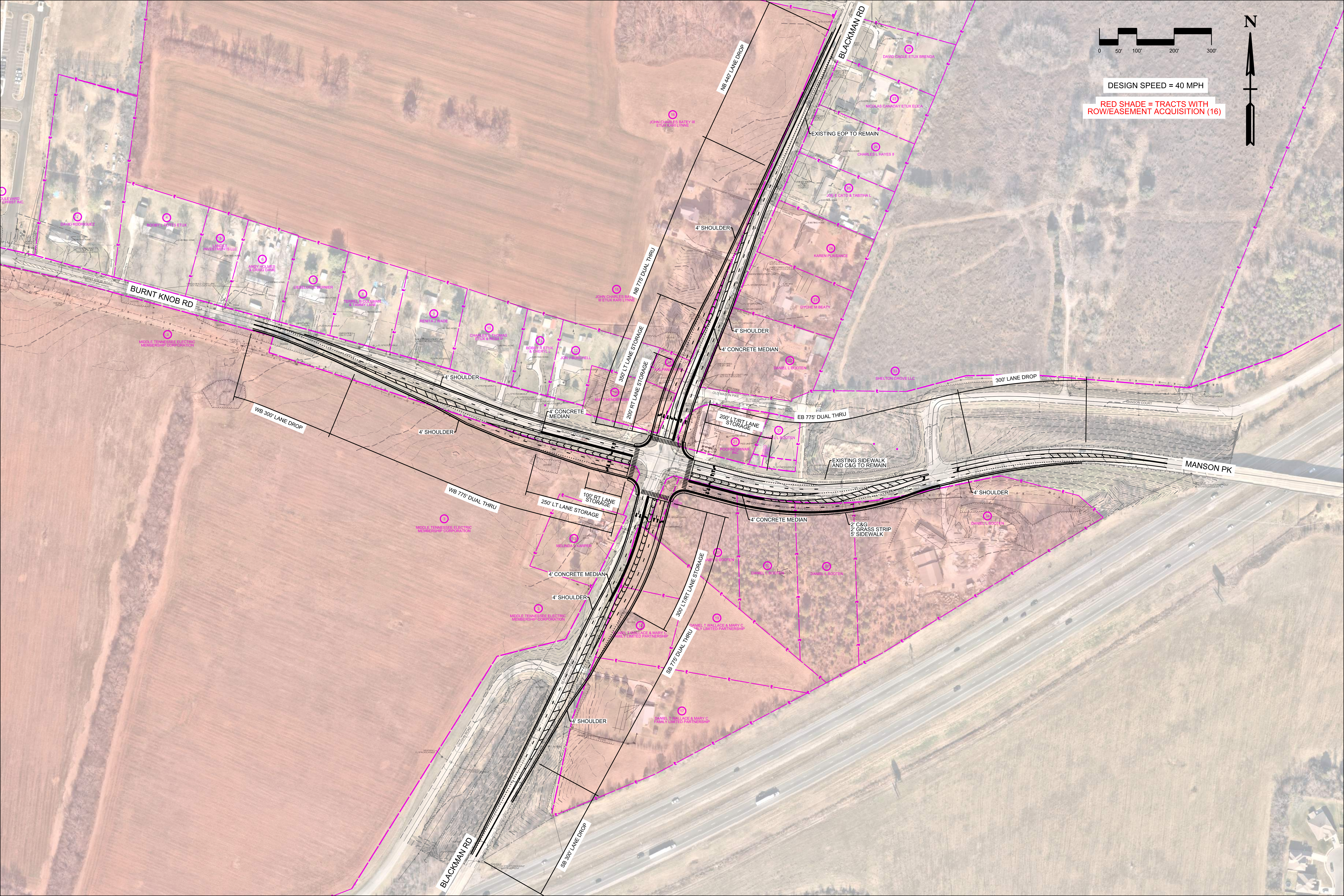
1. Project Map.





DESIGN SPEED = 40 MPH

RED SHADE = TRACTS WITH ROW/EASEMENT ACQUISITION (16)





# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

---

**Item Title:** Purchase of 12 LUCAS Devices

**Department:** Fire

**Presented by:** Chief Mark McCluskey

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Purchase of 12 LUCAS devices.

**Staff Recommendation**

Approve the purchase of 12 devices from Stryker Sales.

**Background Information**

The Fire Department proposes to purchase 12 LUCAS Chest Compression devices from Stryker Sales. The LUCAS device delivers consistent, high-quality chest compressions to patients in cardiac arrest while first responders deliver other lifesaving actions. The device avoids responder fatigue and continues to provide chest compressions during transport. This purchase will ensure a LUCAS device on every apparatus.

**Council Priorities Served**

*Maintain Public Safety*

Chest compression devices assist first responders in delivering lifesaving techniques, improving patient outcome and survivability.

**Fiscal Impacts**

Total cost, \$265,770, is partially funded by ARPA funds, \$230,700, with the remaining \$35,070, funded by the department's budget.

**Attachments**

Contract with Stryker Sales



**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
STRYKER SALES, LLC  
FOR LUCAS DEVICES AND PROCARE LUCAS PREVENT SERVICE**

This Contract is entered into and effective as of \_\_\_\_\_, by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **STRYKER SALES**, a limited liability company of the State of Michigan and sole source supplier of the equipment being purchased ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's Sales Quote #10963888 dated August 9, 2024*
- *Contractor's Sales Quote #10963900 dated August 1, 2024*
- *Stryker Sales, LLC Emergency Care – Capital Purchase Terms and Conditions*
- *Stryker Sole Source Letter dated August 15, 2024*
- *Any properly executed amendments to this Contract*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's Sales Quote #10963888 dated August 9, 2024, and Sales Quote #10963900 dated August 1, 2024 ("Contractor's Sales Quotes")*
- *Finally, Stryker Sales, LLC Emergency Care – Capital Purchase Terms and Conditions*

1. **Precedence.** Notwithstanding any other provision in the Contractor's Sales Quotes and Stryker Sales, LLC Emergency Care – Capital Purchase Terms and Conditions, the language in this Contract takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and Contractor's Sales Quotes, Stryker Sales, LLC Emergency Care – Capital Purchase Terms and Conditions and this Contract shall not be construed to create any ambiguity, it being the intent of the parties that this Contract shall control.

2. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase:

- a. Twelve (12) LUCAS 3, v3.1 Chest Compression Systems,
- b. Twelve (12) LUCAS Desk-Top Battery Chargers,
- c. Twelve (12) LUCAS External Power Supplies,
- d. Twelve (12) LUCAS 3 Batteries, with accessories and as listed, and
- e. Twelve (12) LUCAS-FLD-ProCare Preventative Maintenance Services valid from August 2, 2024, to August 1, 2026

as set forth in the Contractor's Sales Quotes #10963888 dated August 9, 2024, and #10963900 dated August 1, 2024.

3. **Term.** Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.

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

4. **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 Sales Quote #10963888 dated August 9, 2024, for Twelve (12) LUCAS 3, v3.1 Chest Compression Systems, Twelve (12) Desk Top Battery Chargers, Twelve (12) External Power Supplies, and Twelve (12) Lucas 3 Batteries, with accessories and as listed and credit for the trade-in of Eight (8) Stryker Lifepak 1000s with a trade-in value of \$3,200, reflecting a Purchase Price of \$230,703.28 and LUCAS ProCare Preventative Maintenance Services for 12 devices reflecting a purchase price of \$35,067.60 for a **TOTAL PURCHASE PRICE of \$265,770.88**. Any compensation due to the Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
- b. Deliveries of all items for the Murfreesboro Fire Rescue Department shall be made within 90-120 days of issuance of Purchase Order to Attn: Assistant Chief Jamie Layhew – Murfreesboro Fire Rescue Department – 1311 Jones Boulevard, Murfreesboro, TN 37130. Contact Person Training Coordinator Jamie Layhew (tel. 615-893-1422; email: [jlayhew@murfreesborotn.gov](mailto:jlayhew@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. 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. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in Stryker Sales, LLC Emergency Care – Capital Purchase Terms and Conditions and the manufacturer’s standard warranty.
5. **Confidentiality.** This Contract is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Public Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Contract declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Contract and all records created and maintained related to the Contract, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 5 serves to meet such burden and authorization of disclosure.
6. **Indemnification.**
  - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
  - c. **Copyright, Trademark, Service Mark, or Patent Infringement.**
    - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (1) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (2) no cost or expense whatsoever accrues to the City at any time; and (3) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
    - ii. If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing



Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

1. Procure for the City the right to continue using the products or services.
  2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
7. **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:<br>City of Murfreesboro<br>Attn: City Manager<br>Post Office Box 1139<br>111 West Vine Street<br>Murfreesboro, TN 37133-1139 | If to the Contractor:<br>Stryker Medical<br>Attn: Jeff Masten<br>Post Office Box 93308<br>Chicago, IL 60673-3308<br>jeff.masten@stryker.com |
|--|---|
8. **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.
9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder
18. **Integration.** This Contract, and Sales Quotations set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide.

Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

- 21. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. **Iran Divestment Act of Tennessee.** By submission of the Contractor’s Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 24. **Non-Boycott of Israel.** By submission of the Contractor’s Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 25. **Effective Date.** This 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**

**STRYKER SALES, LLC**

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

Signed by:  
By Jennifer Collins \_\_\_\_\_  
Jennifer N. Collins, Manager  
Contracts and Pricing

APPROVED AS TO FORM:

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





**Murfessboro Fire - 12 LUCAS devices quote  
8-1-2024**

Quote Number: 10963888

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: MURFREESBORO FIRE RESCUE DEPT  
Attn:

Rep: Jeff Masten  
Email: jeff.masten@stryker.com  
Phone Number: (615) 969-3617

Quote Date: 08/09/2024

Expiration Date: 11/07/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MURFREESBORO FIRE RESCUE DEPT	Name:	MURFREESBORO FIRE RESCUE DEPT	Name:	CITY OF MURFREESBORO FINANCE DEPT
Account #:	20044961	Account #:	20044961	Account #:	20127431
Address:	220 NW BROAD ST MURFREESBORO Tennessee 37130	Address:	220 NW BROAD ST MURFREESBORO Tennessee 37130	Address:	POBox 1139 MURFREESBORO Tennessee 37133-1139

**Equipment Products:**

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	12	\$17,262.94	\$207,155.25
2.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	12	\$1,166.25	\$13,995.00
3.0	11576-000071	LUCAS External Power Supply	PCE	12	\$369.00	\$4,428.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	12	\$693.75	\$8,325.00
Equipment Total:						\$233,903.28

**Trade In Credit:**

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP1K-LP1K	TRADE-IN-STRYKER LIFEPAK 1000 TOWARDS PURCHASE OF LIFEPAK 1000	8	-\$400.00	-\$3,200.00



## Murfessboro Fire - 12 LUCAS devices quote 8-1-2024

Quote Number: 10963888

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: MURFREESBORO FIRE RESCUE DEPT  
Attn:

Rep: Jeff Masten  
Email: jeff.masten@stryker.com  
Phone Number: (615) 969-3617

Quote Date: 08/09/2024

Expiration Date: 11/07/2024

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
<b>Grand Total:</b>	<b>\$230,703.28</b>

Prices: In effect for 30 days

Terms: Net 30 Days

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



**Murfessboro Fire - 12 LUCAS devices quote  
8-1-2024**

Quote Number: 10963900

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: MURFREESBORO FIRE RESCUE DEPT  
Attn:

Rep: Jeff Masten  
Email: jeff.masten@stryker.com  
Phone Number: (615) 969-3617

Quote Date: 08/01/2024

Expiration Date: 10/30/2024

Contract Start: 08/01/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MURFREESBORO FIRE RESCUE DEPT	Name:	MURFREESBORO FIRE RESCUE DEPT	Name:	CITY OF MURFREESBORO FINANCE DEPT
Account #:	20044961	Account #:	20044961	Account #:	20127431
Address:	220 NW BROAD ST MURFREESBORO Tennessee 37130	Address:	220 NW BROAD ST MURFREESBORO Tennessee 37130	Address:	POBox 1139 MURFREESBORO Tennessee 37133-1139

**Equipment Products:**

#	Product	Description	U/M	Qty	Sell Price	Total
Equipment Total:						\$0.00

**ProCare Products:**

#	Product	Description	Qty	Sell Price	Total
1.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device  08/02/2024 - 08/01/2026  √Parts, Labor, Travel √Preventative Maintenance √Batteries Service	12	\$2,922.30	\$35,067.60
ProCare Total:					\$35,067.60

**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
<b>Grand Total:</b>	<b>\$35,067.60</b>

Prices: In effect for 30 days





**Murfessboro Fire - 12 LUCAS devices quote  
8-1-2024**

Quote Number: 10963900

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: MURFREESBORO FIRE RESCUE DEPT

Attn:

Rep: Jeff Masten

Email: jeff.masten@stryker.com

Phone Number: (615) 969-3617

Quote Date: 08/01/2024

Expiration Date: 10/30/2024

Contract Start: 08/01/2024

Terms: Net 30 Days

**Service Terms and Conditions:**

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.



## STANDARD TERMS OF SALE (US)

- 1. General.** All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these “Standard Terms of Sale”, “Stryker” means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as “Products”, and the purchaser of the Products is referred to as the “Customer.” Stryker and Customer are herein collectively referred to as “Parties”.
- 2. Price and Taxes.**
  - 2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates and/or discounts in Customer’s fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
  - 2.2. Stryker’s price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, “Taxes”). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).
- 3. Payment Terms.** Unless otherwise provided on Stryker’s invoice, invoices must be paid in full by Customer thirty (30) days after the date of Stryker’s invoice. Any amount not paid on time may be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer’s financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship Cash on Delivery (“COD”). Payment must be made to Stryker at the location designated in Stryker’s invoice. Customer must notify Stryker in writing of any disputed invoice within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.
- 4. Credit Policies.** Based upon Customer’s financial position and payment history, Stryker may, in Stryker’s sole discretion, assign Customer a credit limit. Customer’s total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker’s sole discretion, modify or discontinue Customer’s credit limit or modify Stryker’s credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.
- 5. Delivery, Title and Risk of Loss.** Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker’s delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. All Products will be shipped to the address indicated in the “ship to” portion of Customer’s purchase order. Stryker reserves the right to refuse to ship the Products to third parties.
- 6. Consignment and Loaned Instrumentation.** To the extent Products are consigned or loaned to Customer, the additional terms and conditions set forth in in [Appendix 1](#) hereto will apply.
- 7. Stryker Communications Products.** To the extent Products purchased by Customer include equipment and installation services provided by Stryker’s Communications division, the additional terms and conditions set forth in [Appendix 2](#) hereto will apply.
- 8. Trade-in Equipment.** If applicable, any trade-in discount offered by Stryker and may be reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer’s request. Customer transfers and delivers unto Stryker all of Customer’s rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped, at Customer’s expense, to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker’s instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.
- 9. Product Training.** Stryker may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided



for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.

## 10. Warranties, Return Policies and Maintenance.

- 10.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.
- 10.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 10.3. Products returned by Customer for credit, replacement and/or repair will be at Stryker's sole discretion and in accordance Stryker's applicable return policy.
- 10.4. Stryker's standard Product warranties and return policies can be found at [www.stryker.com/returnpolicy](http://www.stryker.com/returnpolicy). Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.
- 10.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. Stryker's service terms and conditions are set forth in **Appendix 3** hereto.
- 10.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Standard Terms of Sale. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "Stryker Data" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aide Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

## 11. Software License.

- 11.1. Certain Products contain software that is installed into the Products by Stryker. Stryker owns this software and each sale of a software-containing Product is not a sale of such software; it includes only a license to use the software in the Product in which the software was initially installed solely in accordance with the documentation provided with such Product. The license for any such software may be embedded in the equipment, the product documentation or available on <https://www.stryker.com/us/en/legal/it.html> and shall automatically apply to such product on first use of the product. ANY SOFTWARE LICENSE PROVIDED BY STRYKER DOES NOT EXTEND TO ANY MAINTENANCE OR SERVICE SOFTWARE SHIPPED TO OR LOCATED AT CUSTOMER'S PREMISES WHICH IS INTENDED TO ASSIST STRYKER EMPLOYEES OR AGENTS IN THE INSTALLATION, TESTING, SERVICE, AND MAINTENANCE OF ANY PRODUCT. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROVIDED WITH A PRODUCT MAY CONTAIN THIRD PARTY SOFTWARE (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE LICENSES), AND THAT SUCH SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE LICENSE THAT ACCOMPANIES IT. A LIST OF OPEN SOURCE SOFTWARE USED IN STRYKER PRODUCTS AND THEIR APPLICABLE LICENSES MAY BE FOUND AT <https://www.stryker.com/us/en/legal/it.html>.
- 11.2. Any license granted by Stryker to use the software contained in its Products does not give the licensee the right to copy, alter, disassemble, reverse engineer, create derivative works of such software or to use such software in either original or modified form in any product other than the Stryker Product in which the software was initially installed by Stryker. Such use is strictly prohibited.
- 11.3. Prior to delivering a Product containing software, Stryker may, but is not required to, require Customer to execute a license agreement to acknowledge the terms of this Section 11 and any additional terms under which Stryker may elect to license its software. If a Customer elects not to sign a license agreement, Stryker reserves the right to cancel the order for the Product containing the software. If Customer accepts a Product without agreeing to any additional licensee agreement, Customer is still bound by the license term set forth herein. If Customer receives a Stryker Product without executing a license, the Customer is still bound by the applicable license.

## 12. Indemnity.





- 12.1. Stryker agrees to indemnify Customer from any third party liability ("Claims") which Customer suffers directly as a result of: (i) a defect in workmanship of the Products that are manufactured by Stryker; or (ii) if applicable, a defect in the reprocessing services, for any Products that are subject to Stryker's reprocessing services. This indemnification does not apply to Claims arising from: (a) an injury due to the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any labeling, manuals and/or instructions for use of the Products; (c) the use of any product (or any accessories) not purchased from Stryker; or (d) Product that has been modified, altered, or repaired by any person other than an employee or agent of Stryker. Customer agrees to indemnify Stryker against any Claims to the extent arising from (a) through (d) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents. The rights and obligations relating to indemnification for any Claims relating to a Product are expressly defined only by these Standard Terms of Sale.
- 12.2. Stryker's indemnification obligations under this Section 12 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

### 13. Insurance.

- 13.1. Stryker will maintain general liability insurance, including coverage for products and completed operations liability, auto liability insurance and workers' compensation and employer's liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Stryker that might arise out of Stryker's execution under these Standard Terms of Sale. To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate or other documentation evidencing the insurance or self-insurance coverage required above.
- 13.2. Customer will maintain appropriate types of liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Customer that might arise out of purchases of Products by Customer hereunder, including liability arising out of Customer's indemnity obligations set forth in Section 12 above. When requested by Stryker in writing, Customer will provide a certificate of insurance evidencing such coverage.

### 14. Limitation of Liability. STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION OR IN THE CASE OF SERVICES, SERVICE FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. NEITHER PARTY WILL BE ENTITLED TO, NOR WILL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

### 15. Confidentiality. Stryker and Customer: (i) will hold in strictest confidence Product pricing, proposals, invoices and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; (ii) hereby covenant that, subject to Section 2.1, they will not disclose such information to any third party without prior written authorization of the one to whom such information relates; and (iii) agree that any breach or threatened breach of this section may cause irreparable harm, that a remedy at law will be inadequate to remedy such a breach or threatened breach, and that this section will be enforceable by way of a restraining order or injunction, without the necessity of posting a bond, in addition to any other available legal remedies.

### 16. Default. In the event of Customer's default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

### 17. Unavoidable Delay. If Stryker is not able to finish and deliver the Products to Customer on time because of anything that Stryker cannot control (such as act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation), then the estimated delivery time will be extended accordingly, and Stryker will not be liable to Customer for any damages that the delay causes.

### 18. Compliance with Law; Not For Resale or Export. Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.

### 19. Miscellaneous. These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. In the event the Parties enter into a written agreement with respect to the purchase of Products and there is a conflict between the written agreement and these Standard Terms of Sale, the terms and conditions of such written agreement shall govern. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written



consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under these Standard Terms of Sale apply only to Stryker and Customer and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of Michigan as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

**20. Professional Services.** Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

**APPENDIX 1 - CONSIGNMENT AND LOANED INSTRUMENTATION TERMS****1. Consignment.**

- 1.1. Stryker will place at Customer's facility on a consignment basis, such quantities and types of Product as Customer and Stryker may mutually agree upon (the "**Consigned Inventory**"). The initial quantities, types and applicable par levels for Consigned Inventory (and any future modification thereto) will be agreed upon in writing by the Parties. Customer must provide appropriate space to store and safeguard the Consigned Inventory. Customer fully acknowledges and accepts complete responsibility for the Consigned Inventory and agrees to handle and store the Consigned Inventory in compliance with all applicable Product labeling, laws and regulations. Customer agrees to maintain protocols and/or procedures to ensure compliance with the same.
- 1.2. All Consigned Inventory is the property of Stryker until withdrawn by Customer; however, Customer accepts all risk of loss and full responsibility for the condition of any shortages in and the payment for all Consigned Inventory which may be used, opened, lost, or damaged. Customer must return to Stryker all damaged Consigned Inventory, and Stryker will arrange to have the damaged items destroyed. Customer must use reasonable efforts to: (i) identify all Consigned Inventory as being the property of Stryker and label it separately by Stryker division within Customer's storerooms and operating rooms; (ii) separate Consigned Inventory from property of Customer (including products housed in inventory carts); and (iii) maintain complete and accurate records concerning the Consigned Inventory.
- 1.3. Customer, in its sole discretion, will determine whether to withdraw items of Consigned Inventory. As a Product is withdrawn from the Consigned Inventory, the Product will be deemed to have been purchased by Customer, title in the Product will pass to Customer and title in the sale proceeds will vest in and belong to Stryker. Within two (2) business days from the withdrawal from Consigned Inventory, Customer must issue to Stryker a purchase order for such withdrawn Product. In the event Customer fails to issue a purchase order to Stryker, Stryker, at its option, may place Customer on credit hold and remove Consigned Inventory from Customer's facility.
- 1.4. Stryker may conduct an audit (including a physical inventory) of the Consigned Inventory during business hours upon 24 hours' notice to Customer. In the event that Stryker's audit of the Consigned Inventory concludes that inventory is missing, Customer agrees that it will pay to Stryker any monies which are due and owing based on the missing inventory. In the event that Stryker's audit of the Consigned Inventory concludes that a surplus exists, Stryker will adjust Consigned Inventory par levels as necessary to reflect the levels as determined by the audit. Customer and Stryker agree to meet within fifteen (15) days after an audit has been completed by Stryker to resolve whether a surplus or a shortfall exists.
- 1.5. In the event the Consigned Inventory includes human tissue grafts, Customer agrees to: (i) comply with all applicable federal and state laws and regulations relating to the consigned human tissue grafts, including, without limitation, all applicable tissue tracking requirements and applicable standards and guidelines adopted by the American Association of Tissue Banks; and (ii) control the consigned human tissue grafts according to temperature requirements and JCAHO Tissue and Issuance Standards 17.10, 17.20, and 17.30.
- 1.6. Upon notice or expiration or termination of a consignment arrangement, Customer will, within ten (10) days, deliver as directed by Stryker all Consigned Inventory then in the possession or control.

**2. Loaned Instrumentation.** If applicable, Stryker may provide certain of its non-disposable orthopaedic surgical instruments ("**Instrumentation**") to Customer as follows:

- 2.1. Stryker will place at Customer's facility on a loaned basis, such quantities and types of Product or Instrumentation as Customer and Stryker mutually agree upon (collectively, the "**Loaned Inventory**").
- 2.2. Customer will have no ownership interest in the Instrumentation; however, Customer is responsible for maintaining the Instrumentation in good condition and for using reasonable care in its handling and storage. Customer will be responsible for any loss of or damage to the Instrumentation. Customer must use reasonable efforts to (i) identify all Loaned Inventory as being the property of Stryker, (ii) separate Loaned Inventory from other property of Customer, and (iii) maintain complete and accurate records concerning the Loaned Inventory.
- 2.3. Except as otherwise provided, Instrumentation will be provided by Stryker on a loaned basis at no additional cost or expense to Customer except as noted in the preceding paragraph. The Instrumentation provided is restricted for use with the Products only and is not separately reimbursable and has no independent value. Customer will maintain appropriate property insurance on the Instrumentation during the term of any Instrumentation loan arrangement to provide coverage against loss by theft, fire damage, acts of nature or other cause. Upon request by Stryker, Customer will provide a certificate of insurance evidencing such coverage, which will name Stryker as a named insured and loss payee, as its interests may appear.
- 2.4. Upon expiration or termination of an Instrumentation loan arrangement, Customer shall with ten (10) days, deliver by Stryker all Loan Inventory then in its possession or control.

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## APPENDIX 2 – STRYKER COMMUNICATIONS EQUIPMENT PURCHASE AND INSTALLATION SERVICES TERMS

The terms of this Appendix 2 will apply to Customer's purchase of Stryker Communications equipment ("**Equipment**") and any related services from Stryker's Communications division. In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 2, relative to Equipment and services sold by the Communications division only, this Appendix 2 will govern. Stryker Communications may offer standalone software products to Customer. Such software is only licensed to Customer, and governed by, separate software license agreements entered into by Stryker Communications and Customer and are not subject to these Standard Terms of Sale, including this Appendix 2.

### 1. **Equipment Purchases.**

#### 1.1. **Payment Terms:**

- 1.1.1. **Deposit:** A non-refundable deposit of fifty percent (50%) of the Equipment purchase price will be due upon Stryker Communications acceptance of Customer's purchase order ("**Deposit**").
- 1.1.2. **Additional Payments:** Additional payments for Equipment will be invoiced upon Stryker Communications shipment of the Equipment and are payable by Customer in accordance with the Standard Terms of Sale.
- 1.1.3. **Engineering Services:** Charges for any Engineering Services (as defined in Section 1.3 below) will be invoiced by Stryker Communications as they are performed, or upon shipment of Equipment to Customer, whichever is later. Such invoices are payable by Customer in accordance with the Standard Terms of Sale.
- 1.1.4. **Contingency:** Customer may elect to include a contingency charge amount on its purchase order that may be applied as a credit for potential future changes or additions to the Stryker Communications Equipment that Customer wishes to purchase ("**Contingency Charge**"). If Customer elects to make such a change or addition, any charges for such change or addition will be added to the Equipment purchase price and will be deducted from the Contingency Charge until such Contingency Charge is exhausted. Customer may make changes or additions in an amount up to the then current balance of the Contingency Charge without initiating the Change Order process as further described in Section 1.4 below. Pricing for all Equipment changed or added in such a way will be at a discount off Stryker Communications list price equivalent to the discount provided on the applicable purchase order. In the event of an unapplied Contingency Charge balance upon completion of the order, Customer will not be obligated to pay such amount. Unapplied Contingency Charge balances may be cancelled upon written request from the Customer.

#### 1.2. **Shipment and Installation Dates:**

- 1.2.1. The Parties agree to estimate the date that installation of the Equipment will occur (the "**Anticipated Installation Date**"). The actual dates of shipment will be mutually agreed upon between Stryker Communications and Customer ("**Shipment Date**"); provided, however, that the Anticipated Installation Date may not be changed less than eight (8) weeks prior to the scheduled Anticipated Installation Date. Stryker Communications will use its commercially reasonable best efforts to meet all Shipment Dates requested by Customer. Customer understands that production and installation scheduling will not occur until Stryker Communications' receipt of: (i) Customer's deposit payment pursuant to Section 1.1.1; and (ii) a completed shipment and installation date confirmation form. If Customer requests a rescheduling of the installation date with less than eight (8) weeks' notice prior to the Anticipated Installation Date, Customer agrees to accept all shipments of ordered Products no later than the original installation date and, if necessary, make necessary arrangements for storage of the Stryker Communications Equipment at Customer's expense until the rescheduled installation date.
  - 1.2.2. If Customer delays or extends shipment or installation of the Equipment, Customer will arrange for and notify Stryker Communications of the place or places to which Stryker Communications will ship the Equipment for storage at Customer's expense and all risk of loss or damage to the Equipment will be the responsibility of the Customer. Stryker Communications will invoice Customer for the Equipment upon shipment and Customer agrees to pay such invoice in accordance with the Standard Terms of Sale.
- 1.3. **Engineering Services:** Stryker Communications agrees to provide the engineering services described in the project proposal provided to Customer, if any, subject to the terms and conditions hereof ("**Engineering Services**").
  - 1.4. **Change Orders:** Options, upgrades and additions to Stryker Communications Equipment may be available ("**Change Orders**"). Change Orders will require a new purchase order or an addendum to the original purchase order, which could result in changes to the total purchase price. Change Orders made less than eight (8) weeks prior to the scheduled installation date may result in shipping delays and additional expenses for expedited shipping.

### 2. **Installation Services:** Charges for Installation Services (as defined in Section 2.2 below) will be invoiced upon Customer Acceptance (as defined in Section 2.2 below). If installation of the Equipment is completed in phases at Customer's request, Stryker Communications will invoice Customer separately for the Installation Services provided in each phase. Such invoices are payable by Customer in accordance with the Standard Terms of Sale.

- 2.1. **Customer Acceptance:** Acceptance of Installation Services will occur on the earlier of the following: (i) Stryker Communications' receipt of a "Customer Acceptance Form" signed by Customer; (b) clinical utilization of Stryker Communications Equipment by Customer; or (iii) fifteen (15) days after the completion of installation of Stryker Communications Equipment ("**Customer Acceptance**").
- 2.2. **Installation Services:** The Installation Services to be provided by Stryker in connection with Stryker Communications Equipment are further defined in the project proposal provided to Customer (the "**Installation Services**"). Customer's proposal should state whether



installation pricing includes work on nights, weekends, multiple trips (e.g. phased project installations), and/or union support. If not explicitly noted, Installation Services are presumed to include regular working hours, single phase, and no union support. Please consult the appropriate Stryker Communications Sales Representative with any questions. If additional Installation Services are required: (i) because of Customer's failure to complete its Pre-Installation Responsibilities described below in Section 2.4.2; (ii) because of a Customer requests to install in a manner dissimilar to that quoted (e.g. weekends only); or (iii) if the installation date is rescheduled with less than eight (8) weeks' notice prior to the Anticipated Installation Date, Stryker Communications may, at its discretion, invoice Customer an additional \$1,500 per day per installation technician.

### 2.3. **Stryker Responsibilities**

- 2.3.1. **Pre-Installation Meeting Responsibilities:** Stryker Communications will facilitate an Equipment pre-installation planning meeting to be held at Customer's site before construction begins. At, or before this meeting, Stryker Communications will provide Customer and Customer representatives with Stryker Communications Equipment pre-installation guide ("**Pre-Installation Guide**"). Additional detailed pre-installation requirements are included in the Pre-Installation Guides. All pre-installation work performed must adhere to the Pre-Installation Guide. Stryker Communications will schedule and lead the discussions and review the Drawings (as defined in Section 2.4.2 below) with Customer's Project Manager, Clinical Department Manager and representatives from all installing contractors. Stryker Communications will schedule and lead the discussion and review of the Pre-Installation Guide and designation of exact responsibilities of all contractors. Stryker Communications will schedule and lead the discussion of mounting plate(s) placement, pre-install design specifications and routing requirements of all applicable services.
- 2.3.2. **Layout/Placement Drawings:** Stryker Communications will provide final Equipment layout/placement drawings ("**Drawings**") for review within five (5) business days of acceptance of purchase order and Deposit payment. The Drawings will include Product placement and configuration of services. Within six (6) weeks after acceptance of Customer's purchase order and no less than fourteen (14) weeks before the scheduled Shipment date, Customer must deliver to Stryker Communications a copy of the signed Drawings, which have been approved by the Customer's Project Manager and the Clinical Department Manager (or respective designees). Customer understands Stryker Communications will not schedule production until the signed Drawings are received by Stryker Communications; and Stryker Communications is not responsible for any direct or indirect costs related to resulting delays.
- 2.3.3. **Inspection and Evaluation Responsibilities:** Stryker Communications will review superstructure requirement (e.g. weights and moments) with Customer's contractors and Project Manager. When requested, Stryker Communications will provide Customer with knowledgeable third-party resources regarding superstructure. Any consulting done with said third parties will be at the Customer's expense. Stryker Communication will review equipment installation procedures and process with Customer. Stryker Communications will track construction schedules and make certain both Parties are adhering to originally agreed upon timelines. Stryker Communications will provide Customer with specifications necessary to order applicable network services (obtaining and payment for these services are the Customer's responsibility).
- 2.3.4. **Installation Responsibilities:** Stryker Communications is responsible for the Equipment installation responsibilities as stated in the Pre-Installation Guide (these responsibilities apply only to purchased Stryker Communications Equipment unless otherwise agreed upon in the project proposal).
- 2.3.5. **Technical Support:** Technical phone support for trouble shooting and technical questions on the Equipment is available at no charge to Participant during the applicable warranty period. Technical phone support for trouble shooting and technical questions is available 8:00 a.m. to 5:00 p.m. CST Monday- Friday. Additional service and support packages, if not purchased under this Agreement, are available at Stryker Communications then-prevailing rates for such services. Please contact your Stryker Communications Sales Representative for more information.

### 2.4. **Customer Responsibilities**

- 2.4.1. **Customer Pre-Installation Meeting Responsibilities:** Customer commits to: (i) ensure representatives of Customer's contractors (e.g. electrical, mechanical, gas installer, architect, structural engineer) and Customer's Project Manager, Clinical Department Manager, and any other appropriate Customer personnel are in attendance at all meetings; (ii) provide final completion dates for completion of electrical panel test, gas performance test, and superstructure; (iii) obtain all necessary permits, inspections and/or licenses related to the proposed work; (iv) ensure that the superstructure meets the Stryker Communications requirements; (v) ensure that all Customer requirements in the Pre-Installation Guides have been addressed; and (vi) provide network access (as applicable).
- 2.4.2. **Customer Pre-Installation Responsibilities:** Prior to installation date, Customer agrees to: (i) remove all old Equipment from the installation area and transport to Customer's disposal area; (ii) provide ready access to installation site(s) for Stryker Communications personnel; (iii) ensure that the installation site has been prepared in compliance with Stryker Communications specifications as detailed in the Pre-Installation Guides, (including the installation of mounting ring and other support apparatus for the Equipment); (iv) ensure all conduits and gas installation provided by Customer's contractors are installed as specified in the Drawings and any applicable architectural drawings; (v) ensure Equipment shipping containers (unopened) are in the installation location (including endoscopic equipment, if applicable); (vi) ensure that AC electrical circuits are installed as provided in the Pre-Installation Guides; and (vii) ensure data and other rough-in requirements specified in the Pre-Installation Guides are connected, working and complete. Customer understands and agrees to complete and send to Stryker Communications the install and ship confirmation form at least eight (8) weeks prior to installation date.
- 2.4.3. **Customer Installation Responsibilities:** Customer responsibilities include: (i) arrange for a locally certified electrician to complete electrical power connections to Stryker Communications Equipment; (ii) arrange for a locally certified medical gas technician to test gas connections in Stryker Communications Equipment; (iii) ensure that the Customer designated staff members who are responsible for Product maintenance are available for instruction on basic maintenance procedures; and (iv)



perform inspection and functional assessment of installed Stryker Communications Equipment to agreed upon specifications and provide written notification of approval (Customer acceptance form) or complete a project punch list (nonconforming items that have no functional effect on the system) within ten (10) business days of completed Installation Services.

- 2.4.4. Stryker Communications and Customer jointly agree to organize an inspection and valuation meeting to be held at least thirty (30) days before installation date. Customer is responsible for ensuring all appropriate personnel are in attendance.

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### APPENDIX 3 - PROCARE SERVICES – TERMS AND CONDITIONS

The terms of this Appendix 3 will apply to Customer's purchase of Services as outlined in the Stryker Quote for Service ("Quote"). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to Service, this Appendix 3 will govern.

1. **Service.** Stryker will perform the repair and maintenance services (collectively, the "Services") to Capital Equipment ("Equipment") rendered in connection with the Quote.
2. **Service Terms and Conditions.** The Services will be subject to the ProCare Services Terms and Conditions set forth below.
3. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
4. **Warranty; Limitations of Warranty and Liability.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
  - 4.1. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
  - 4.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
  - 4.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
  - 4.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
  - 4.5. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.
5. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of the Standard Terms of Sale. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under the Standard Terms of Sale and represents that it will obtain all necessary consents from patients.
6. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Standard Terms of Sale as determined by Stryker in its sole discretion are as follows: (1) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (2) catastrophe, fire, flood or act(s) of God; (3) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (4) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (5) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (6) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (7) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious substances; (8) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; (9) any Services provided by Stryker Endoscopy do not include replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts; (10) any Services provided by the Stryker Medical division do not include batteries or mattresses; (11) any Services provided for Equipment used for Navigation does not include: (a) parts, labor & travel associated with hardware or instrument upgrades needed to accommodate software upgrades, and (b) products associated with or required for use to accommodate software upgrades; or (12) any Services provided by Stryker Communications do not include surgical light replacement bulbs, documentation stations, fee-based software upgrades, service lines, mounting structures, upgrades/field modifications and disposable or consumable products or parts. Customer agrees to provide personal protective equipment ("PPE") to OnSite/Clinical Specialists. Notwithstanding anything else in this Standard Terms of Sale in the event



Customer fails to provide appropriate industry-standard PPE to all OnSite/Clinical Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite/Clinical Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.

## 7. Indemnification.

- 7.1. Stryker will indemnify Customer against any third party liability and/or damages ("**Claims**") which Customer suffers directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence or, willful misconduct of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; or (iv) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent. Customer agrees to indemnify and defend Stryker against any Claims arising from (i) through (iv) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents.
- 7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

## 8. Return of Instrumentation or Equipment.

In the event instrumentation ("**Instrumentation**") or Equipment provided to Stryker contains patient information ("**PHI**"), such PHI should be removed before servicing. Moreover, PHI is not needed in order to properly repair any Instrumentation or Equipment provided by Customer. Stryker is not responsible for and may not be held liable for the integrity or security of any PHI contained on any Instrumentation or Equipment.

## 9. Confidentiality.

Stryker and Customer: (a) shall hold in confidence this Standard Terms of Sale and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

## 10. Non-Solicitation and Non-Hire.

Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

## 11. Background Check.

Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:

- Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
- Employment history verification;
- SSN trace, including address history verification;
- OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
- FDA Debarment and Disqualified/Restricted List search;
- OIG/HHS Exclusion List check;
- EPLS/GSA Exclusion List check;
- Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

## 12. Parts and Subcontracting.

Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.

## 13. Independent Contractor.

The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.

\*\*\*\*\*



August 27, 2024

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI<sup>SM</sup> (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution<sup>SM</sup> Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Van Der Wende'.

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967\_K

## Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | [stryker.com](http://stryker.com)



## COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Evernorth Care Solutions, Inc. EAP Agreement

**Department:** Human Resources

**Presented by:** Randolph Wilkerson, Director

**Requested Council Action:**

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

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**Summary**

Consider an agreement with a provider for Employee Assistant Program (EAP) Services for Mental Wellness Services for 2025 benefits plan.

**Staff Recommendation**

Approve agreement with Evernorth Care Solutions, Inc. Employee Assistant Program Services subject to Legal Department approval.

**Background Information**

An Employee Assistance Program (EAP) offers a range of benefits for both employees and employers.

**For Employees:**

1. Mental Health Support: EAPs provide access to counseling services for stress, anxiety, depression, and other mental health issues.
2. Work-Life Balance: They offer resources to help manage personal and professional life, including financial advice, legal assistance, and childcare support.
3. Crisis Intervention: Immediate support is available for employees dealing with crises, such as bereavement or traumatic events.
4. Improved Well-being: Access to various wellness programs can lead to better overall health and job satisfaction.

All of these services provided to employees are confidential, which encourages them to use the services without fear of stigma.

**For Employers:**

1. Increased Productivity: Employees who are mentally and emotionally healthy are more productive and engaged at work.
2. Reduced Absenteeism: EAPs can help reduce the number of sick days taken by employees dealing with personal issues.
3. Lower Healthcare Costs: By addressing issues early, EAPs can help reduce the need for more expensive medical treatments.

4. Enhanced Employee Retention: Offering support services can improve employee loyalty and reduce turnover rates.
5. Positive Workplace Culture: EAPs contribute to a supportive and caring work environment, which can enhance overall morale.

Staff completed a thorough Request for Competitive Sealed Proposals (RFCSP) for a new EAP provider. The RFCSP process evaluates both functional benefits along with the cost of the service. Staff followed the required protocol in scoring vendors and vetted the organizations qualifications and experience who submitted a proposal. Staff recommends using Evernorth Care Solutions, Inc. for Employee Assistant Program Services for our employees.

### **Council Priorities Served**

*Established a strong City Brand*

While the service agreement price is higher than the prior EAP service provider agreement, the current agreement offers 12 additional EAP visits annually for our Public Safety Employees and a dedicated phone line.

### **Fiscal Impact**

The expense for Evernorth Care Solutions, Inc., or \$56,639, is funded by the City's Insurance Fund.

### **Attachment**

Evernorth Care Solutions, Inc. EAP Agreement

## AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES

This Agreement for Employee Assistance Program Services ("Agreement") is made by and between Evernorth Care Solutions, Inc., for itself and its affiliates ("Evernorth") and the City of Murfreesboro ("Employer"). The Effective Date of this Agreement is January 1, 2025.

### W I T N E S S E T H:

WHEREAS, Employer wishes to provide an Employee Assistance Program ("EAP") which includes Clinical Services as described herein to its current employees, their dependents, and members of their households ("Participants") who do not reside in California and/or Nevada. The Clinical Services' components of the EAP provided to Participants who reside in California and/or Nevada are covered under the short-term counseling policies issued to Employer by Cigna Health and Life Insurance Company, an Evernorth affiliate ("CHLIC") and not by the terms of this Agreement. All other EAP services for such Participants are covered under the terms of this Agreement; and

WHEREAS, Evernorth has established and administers an EAP and has agreed to provide its EAP services to Employer for Participants.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Employer and Evernorth agree as follows:

#### I. Responsibilities of Evernorth

##### EAP-Services

1.1. Clinical Services: For mental health, alcoholism or substance use disorder services ("Clinical Services"), Evernorth shall provide assessment, referral and/or short-term problem resolution sessions, up to the following maximum number of visits per assessed problem, per contract year: The maximum number of visits per assessed problem varies per category of EAP Participant, and shall be set as follows:

A. For EAP Participants who are not Emergency Responders: the maximum number of visits per assessed problem is six (6) per contract year.

For Emergency Responder EAP Participants: the maximum number of visits per assessed problem is eighteen (18) per contract year.

B. Emergency Responder Participant is defined as current Public Safety employees, to include: sworn members of the Murfreesboro Fire Department, sworn members of the Murfreesboro Police Department, Crime Scene Techs, and Communication Specialists.

1.2. Work/Life Support Services: For family care, legal/financial information, Healthy Rewards, and promotional communications which includes but is not limited to, Frequently Asked Questions, article library, initial registration, online eligibility check, self-assessment tool and provider directory and search vehicle, Evernorth shall provide assessment and referral services as requested by Participant or Employer. Legal assessment and referral services are not available to Participants if the issue is related to a potential cause of action against Employer.

1.3. Services shall be provided by Evernorth through its employees and/or providers of health



care services who contract directly or indirectly with Evernorth to provide EAP Clinical Services to Participants ("Participating Providers"). Evernorth employees, Participating Providers and/or contractors shall look solely to Evernorth for payment for assessment, referral and/or short-term problem resolution services provided pursuant to this Agreement. Participants may access services from Evernorth through a toll-free telephone number maintained by Evernorth twenty-four (24) hours a day, seven (7) days a week.

1.4. Participant calls to the Evernorth toll-free number shall be handled by a personal advocate who shall refer the Participant to an appropriate resource.

A. For Clinical Services, Evernorth shall offer an appointment promptly with a Participating Provider. In a Clinical Services' emergency, trained clinicians shall be available at Evernorth to telephonically address the situation and to make a referral to a Participating Provider or crisis intervention center for assessment, referral and/or short-term problem resolution.

B. For Work/Life Support Services, Evernorth may refer Participant to contracted specialty firms or to local resources for assessment and referral. Participants shall be responsible for costs of services provided pursuant to a referral. Contracted specialty firms may offer Participant a discount rate. Work/Life Support legal services and/or financial services shall include, at no charge to Participants, an initial thirty (30) minute consultation.

1.5. For Clinical Services, Evernorth shall maintain a nationwide network of Participating Providers who shall assess the problem, provide short-term problem resolution and/or guide the Participant to appropriate local treatment resources.

1.6. Fees for EAP Services are outlined in Section 2.3. Fees for Clinical Services other than assessment, referral and short-term problem resolution services within the maximum number of visits per assessed problem, as outlined in Section 1.1, shall be the Participant's responsibility. Evernorth shall not represent to the Participant that Evernorth's identification of or referral to treatment resources constitutes coverage under the provisions of Participant's medical coverage plan.

1.7. Evernorth shall provide Account Services as set forth in Exhibit 1.

1.8. Participant-facing communication materials related to the availability of EAP services shall be available electronically.

1.9. Evernorth shall provide reports concerning utilization of EAP services by Participants on a quarterly basis to Employer. Individually identifiable Participant information shall be the property of Evernorth. Without the appropriate written consent of the Participant, Evernorth shall provide no information to Employer that includes any Participant specific identifiable information.

1.10. Evernorth and Employer agree not to use for any purposes other than the performance of this Agreement, and further agree not to disclose to others, any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered, without the prior written consent of the other party. Each party shall treat and shall require its employees to treat as strictly confidential all such technical and business information it has learned in the course of this Agreement, and in discussions and proposals leading up to this Agreement. The provisions of this section shall survive the termination of this Agreement. Evernorth shall maintain as confidential all patient identifiable information received in the course of performing services under this Agreement, and shall not use or disclose such information except as may be permitted or required under applicable state and federal law.

1.11. Evernorth shall provide management consultations to supervisors who request assistance for work related problems of employees. Evernorth shall provide assistance with mandatory referrals for employees who are required, under continuation of employment, drug free workplace or other workplace policies, to receive an assessment under the EAP. However, Evernorth shall not nor shall any of its Participating Providers provide advice and/or make a determination regarding an employee's (a) ability to safely perform the functions of his/her job, (b) ability to return to work after a medical disability, involuntary suspension from duties or administrative leave of absence, and/or (c) potential for workplace violence. No individually identifiable employee information concerning the employee's treatment shall be provided without the employee's written consent on a form approved by Evernorth.

1.12. During the term of this Agreement, and any subsequent renewals of this Agreement, Evernorth must maintain comprehensive commercial general liability insurance with limits of not less than \$1,000,000.00, that covers bodily injury, including death, property damage, and contractual liability. Evernorth must also maintain commercial automotive liability and workers' compensation insurance. Upon request, Evernorth will provide Employer with a standard certificate of insurance evidencing the coverage prior to commencement of work and upon renewal or expiration of policies reflected thereupon. Upon request, Evernorth shall provide an endorsement naming Employer as additional insured, on a non-specific, blanket basis, under the terms of the policy, with the exception of workers' compensation policy.

## II. Responsibilities of Employer

2.1. Employer shall distribute to employees the communication materials described in paragraph 1.8 above, at Employer's expense and shall cooperate with Evernorth in other reasonable efforts to otherwise communicate with Participants concerning the services available to them pursuant to this Agreement.

2.2. Employer shall inform Evernorth of Employer's management policies and procedures that guide supervisors in handling employees with performance concerns in order for Evernorth to provide the training set forth in Exhibit 1. Evernorth assumes no responsibility for the legal appropriateness of such policies and procedures.

2.3. Employer shall compensate Evernorth for services provided under this Agreement in the following amounts:

A. EAP Participants: \$2.35 per employee per month

Emergency Responder EAP Participants: \$3.82 per employee per month

Emergency Responder Support Line: \$50.00 per month

B. Employer agrees to pay Evernorth on the first day of each covered month. Payments by Employer shall be sent to Evernorth at the following address: One Express Way, Saint Louis, MO 63121. Retroactive adjustments to the amount of the per employee per month fees paid to Evernorth shall be limited to twelve (12) months prior to the date the Employer notifies Evernorth of such a retroactive adjustment.

2.4. The amounts set forth in Section 2.3.A. shall not include any state premium, sales, use tax, or similar tax (including penalties or interest thereon) assessed on the basis of the services provided by Evernorth pursuant to this Agreement. As a tax-exempt entity, Employer shall not be responsible for sales or use taxes incurred for products or services. Upon request, Employer shall supply Evernorth with its Sales and Use Tax Exemption Certification.

2.5. Employer agrees that, annually, at least ninety (90) days prior to the anniversary date of the Effective Date of this Agreement, Employer shall furnish to Evernorth the number of

employees who are Participants by state of residence.

### III. Term and Termination

3.1. This Agreement shall remain in effect from the Effective Date for three (3) years. The parties have the option to mutually agree in writing to renew the Agreement in one (1) year terms, up to two (2) additional times, for a total potential Agreement length of five (5) years. If the parties desire to renew the Agreement in one (1) year term increments, each renewal shall occur prior to thirty (30) days of the conclusion of the previous annual term, with written notice and execution by both parties of an Amendment pursuant to this paragraph.

3.2. Evernorth shall have the right to revise Evernorth's fees and/or the number of hours available to Employer as Employer Account Services (i) thirty-six (36) months from the effective date of this Agreement, (ii) at any time thereafter, but no more frequently than once every twelve (12) months after the initial thirty-six (36) month term, by giving Employer not less than thirty (30) days' prior written notice, and (iii) when the number of employees varies by more than 10% from the number included on the first Evernorth billing for the initial thirty-six (36) month term and each subsequent twelve (12) month period of the Agreement.

3.3. The Agreement will remain in effect pursuant to section 3.1 unless terminated by Evernorth upon Employer's failure to pay Evernorth as provided in Section 2.3.

3.4. The Agreement may be terminated for convenience by either party with sixty (60) days' prior written notice to the other party. Such termination will not be deemed a breach of contract by either party. Upon such termination, the parties will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

### IV. Miscellaneous Provisions

4.1. All notices or other communications hereunder, shall be in writing and shall be deemed to have been duly made when a) delivered in person, b) delivered to an agent, such as an overnight or similar delivery service, c) delivered electronically, or d) deposited in the United States mail, postage prepaid, and addressed to the address and contact person set forth on the then effective Cover Sheet to this Agreement. Notices shall be effective upon receipt by the party to which they are addressed.

4.2. Amendments to any of the provisions of this Agreement shall be binding on either party only if such amendment is in writing and signed by the duly authorized representatives of both parties. The parties agree that amendments in the form of renewal notices or renewal letters will become effective on the renewal effective date unless Employer notifies Evernorth of its objection to the renewal terms at least thirty (30) days prior to the effective date of the renewal.

4.3. This Agreement shall not be assigned without the written consent of the other party, except that either party may assign the Agreement to an affiliate by providing notice to the other party.

4.4. No waiver by either party of a breach or default of any provision of this Agreement, failure by either party, on one or more occasions, to enforce any of the provisions of this Agreement, or failure by either party to exercise any right or privilege hereunder shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of such rights or privileges hereunder, unless and solely to the extent waived by the party against whom the waiver is sought in writing and signed.



4.5. Employer hereby delegates to Evernorth the authority, responsibility, and discretion to determine all questions of eligibility and status under the EAP, to interpret and construe the provisions of the EAP as necessary to reach factually supported conclusions and to make a full and fair review of each claim for EAP benefits which have been denied by Evernorth pursuant to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Evernorth assumes no responsibility for Employer's ERISA plan except as set forth in this section.

4.6. This Agreement contains the entire agreement between Employer and Evernorth with respect to the services provided hereunder, and supersedes any and all prior discussions or agreements, written or oral, with respect thereto. Any modifications or amendments to said Agreement shall be in writing and signed by both parties.

4.7. The parties agree to submit any disputes or claims arising out of or related to this Agreement to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association and to conduct such arbitration in Rutherford County, Tennessee. There shall be a single arbitrator chosen by both parties within thirty (30) days after notice to arbitrate a claim is received by the party against whom arbitration is sought. If the parties are unable to agree upon a single arbitrator within that thirty (30) day period, the arbitrator shall be appointed by the American Arbitration Association. Judgment may be entered upon the award of the arbitrator. Cost of the arbitration shall be borne equally by the parties unless the arbitrator's award directs otherwise.

4.8. This Agreement shall be governed by, and shall be construed in accordance with all applicable federal laws, including ERISA, and the laws of the state of Tennessee.

4.9. The terms of Exhibit 2, Privacy Addendum ("Business Associate Agreement"), shall be incorporated herein.

4.10. Employer and Evernorth's relationship with respect to each other is that of independent contractor and nothing in this Agreement is intended, and nothing shall be construed to, create an employer/employee, partnership, principal-agent, or joint venture relationship.

4.11. All notices and other communications required or permitted hereunder or in connection herewith shall be addressed as follows:

City of Murfreesboro  
Randolph Wilkerson  
Director of Human Resources  
111 W. Vine Street  
Murfreesboro, TN 37130

Evernorth Care Solutions, Inc.  
Eva Borden  
Vice President  
One Express Way  
St. Louis, MO 63121

4.12. Neither party consents to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by the other party.

#### *V. Liability and Indemnity*

5.1. To the extent permitted by Tennessee law, each party ("the Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") from any claims, losses, damages, liabilities or expenses (including court costs and reasonable attorneys' fees) arising out of or resulting from the negligent, willful, fraudulent or criminal conduct or omission or breach of this Agreement by the Indemnifying Party or its officers, directors, employees, or agents, but only if the Indemnified Party has not, by act or failure to act, materially jeopardized the position

of the Indemnifying Party with respect to the resolution or the defense of the claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment with respect to which the indemnification is being sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim, and does not contain any equitable order, judgment or term which in any manner affects, restrains or interferes with the business of the Indemnified Party or any of its respective affiliates. The foregoing does not include indemnification for the negligent acts or omissions of Evernorth's Participating Providers. By contract, Evernorth requires its Participating Providers to maintain adequate amounts of professional liability insurance, and the Participating Providers remain responsible for their own professional conduct.

5.2. In the event that the parties have been found jointly and severally liable to a third party, liability shall be apportioned consistent with the relative degree of fault of each party.

5.3. In the event litigation is instituted by a third party against the Employer and/or Evernorth concerning any matter under the EAP, each party to this Agreement shall have sole authority to select legal counsel of its choice.

5.4. The indemnification provided for by the foregoing paragraph shall survive the termination of this Agreement.

5.5. Notwithstanding anything to the contrary contained in this Agreement, with the exception of gross negligence or intentional wrongful conduct, neither Evernorth nor Employer shall be liable to the other party, in contract or in tort, under statute or otherwise, for lost profits, consequential, indirect, punitive, exemplary or special damages of any kind or nature.

IN WITNESS WHEREOF the parties hereto have caused this Cover Sheet to be executed as of the Effective Date shown on this Cover Sheet.

**CITY OF MURFREESBORO**

**EVERNORTH CARE SOLUTIONS, INC.**

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

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

Name: **Mayor Shane McFarland**

Name: Eva Borden

Title: **Mayor**

Title: Vice President

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

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

**APPROVED AS TO FORM**

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

Name: **Adam F. Tucker**

Title: **City Attorney**

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

**WITH RESPECT TO THE PRIVACY**

**ADDENDUM (EXHIBIT 2) ONLY:  
\*GROUP HEALTH PLAN (EMPLOYER'S PLAN)**

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

Name: Mayor Shane McFarland  
authorized

sign  
Title: Mayor

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

\* **Group Health Plan** is a defined term under HIPAA (see 45 C.F.R. 160.103). It generally refers to an employee welfare benefit plan maintained by an employer for its employees. Typically, an Employer (Plan Sponsor) will designate an individual or a committee to carry out the Group Health Plan. An individual so to act on behalf of the Group Health Plan should here.



*EXHIBIT 1*

EMPLOYER ACCOUNT SERVICES

Employer is entitled to utilize, for the delivery of the Employer Account Services listed below, ten (10) Employer Account Service Hours per 1000 employees in each twelve (12) month period from the Effective Date of this Agreement. Pro-rata adjustments in this number of hours may be computed pursuant to Section 2.5 of this Agreement.

- \* Employee Orientation Sessions
- \* Management/Supervisory Training Sessions
- \* Educational/Wellness Seminars
- \* Critical Incident Response Services
- \* Other Employer Account Services - Employer Account Services requested by Employer for which Evernorth notifies Employer that those services shall be counted against Employer Account Services' hours, including but not limited to, executive briefings, reduction in workforce counseling, and Employer's on-site EAP promotional activities conducted by Evernorth EAP managers or Evernorth contracted EAP affiliates.

Delivery of these Employer Account Services shall be as agreed upon by the parties. In the event Employer does not utilize or only partially utilizes these Employer Account Services' hours during the twelve (12) month period to which they relate, Employer shall not be entitled to any refund or account credit, or to carry those hours forward. If Employer cancels its request for these services or reduces the number of hours initially requested after an independent provider has been secured by Evernorth, Evernorth shall deduct that number of hours the provider had been secured from Employer Account Services' hours.

Additional Employer Account Services' hours may be purchased by Employer from Evernorth at Evernorth's fee-for-service rates in effect at the time of the request for such Employer Account Services. Delivery of these additional Employer Account Services' hours shall be as agreed upon by the parties.

## EXHIBIT 2

### PRIVACY ADDENDUM “Business Associate Agreement”

#### I. GENERAL PROVISIONS

**Section 1. Effect.** As of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Agreement for Employee Assistance Program Services to which this Addendum is attached, including all exhibits or other attachments to and all documents incorporated by reference (the “Agreement”), except for any provisions of the Agreement which are more stringent regarding the use or disclosure of Protected Health Information (“PHI”) by Evernorth than this Addendum. Any such more stringent provisions in the Agreement shall prevail over this Addendum. This Addendum sets out terms and provisions relating to the use and disclosure of PHI without written authorization from the Individual.

**Section 2. Amendment to Comply with Law.** Evernorth, Employer (also referred to as “Plan Sponsor”) and the group health plan that is the subject of the Agreement (also referred to as the “Plan”) agree to amend this Addendum to the extent necessary to allow either the Plan or Evernorth to comply with applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 to 164) (“HIPAA Privacy and Security Rules”) as well as any and all federal state and local laws pertaining to patient record confidentiality including, but not limited to, state mental health and developmental disability and confidentiality laws, state and federal drug and alcohol confidentiality laws and state AIDS/HIV confidentiality laws.

**Section 3. Relationship of Parties.** The parties intend that Evernorth is an independent contractor and not an agent of the Plan or the Plan Sponsor.

#### II. PERMITTED USES AND DISCLOSURES BY EVERNORTH

**Section 1. Uses and Disclosures Generally.** Except as otherwise provided in this Addendum, Evernorth may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Plan as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules, 42 C.F.R. Part 2 (Confidentiality of Substance Use Disorder Patient Records), and other applicable federal and state privacy laws if done by the Plan. In the event there are inconsistencies between HIPAA and 42 C.F.R. Part 2 or state privacy laws, the more restrictive rule(s) will control.

**Section 2. To Carry Out Plan Obligations.** To the extent Evernorth is to carry out one or more of the Plan’s obligations, except as otherwise limited by the Agreement or 42 C.F.R. Part 2, under Subpart E of 45 C.F.R. Part 164, Evernorth agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations.

**Section 3. Management and Administration.**

- (a) Evernorth may use PHI for the proper management and administration of Evernorth, or to carry out the legal responsibilities of Evernorth.

- (b) Evernorth may disclose PHI for the proper management and administration of Evernorth, provided that disclosures are: (i) required by law or (ii) Evernorth obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies Evernorth of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Evernorth may use or disclose PHI to provide Data Aggregation services relating to the Health Care Operations of the Plan, or to de-identify PHI, except as otherwise limited by 42 C.F.R. Part 2. Once information is de-identified, this Addendum shall not apply.

**Section 4. Required or Permitted by Law.** Evernorth may use or disclose PHI as required by law or permitted by 45 C.F.R. § 164.512, except as otherwise limited by 42 C.F.R. Part 2.

**Section 5. Disclosure of PHI to Plan Sponsor.** The Plan acknowledges and agrees that, except as otherwise limited by 42 C.F.R. Part 2, the HIPAA Privacy and Security Rules allow the Plan to permit Evernorth to disclose or provide access to PHI, other than Summary Health Information, to the Plan Sponsor only after the Plan Sponsor has amended its plan documents to provide for the permitted and required uses and disclosures of PHI and to require the Plan Sponsor to provide a certification to the Plan that certain required provisions have been incorporated into the Plan documents before the Plan may disclose, either directly or through a business associate, such as Evernorth, any PHI to the Plan Sponsor. The Plan hereby warrants and represents that no PHI will be provided to the Plan Sponsor nor to any of its employees, agents or other persons under its control. Therefore no such Plan document amendments have been made nor any such certification received from the Plan Sponsor.

### **III. OTHER OBLIGATIONS AND ACTIVITIES OF EVERNORTH**

**Section 1. Receiving Remuneration in Exchange for PHI Prohibited.** Evernorth shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 C.F.R. § 164.508, that specifies whether PHI can be exchanged for remuneration by the entity receiving PHI of that Individual, unless otherwise permitted under the HIPAA Privacy Rule.

**Section 2. Limited Data Set or Minimum Necessary Standard and Determination.** Evernorth shall, to the extent practicable, limit the use, disclosure, or request of Individuals' PHI, to the minimum necessary amount of Individuals' PHI to accomplish the intended purpose of such use, disclosure, or request and to perform its obligations under the underlying Agreement and this Addendum. Evernorth shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure. Evernorth shall comply with 42 C.F.R. Part 2 re-disclosure requirements, including § 2.32 notice requirements.

**Section 3. Security Standards.** Evernorth shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.



**Section 4. Protection of Electronic PHI.** With respect to Electronic PHI, Evernorth shall:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Evernorth creates, receives, maintains or transmits on behalf of the Plan as required by the Security Standards;
- (b) Ensure that any agent, including a subcontractor, to whom Evernorth provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and
- (c) In the event of a Security Incident, Evernorth shall report to the Plan in writing (i) any actual, successful Security Incident within ten (10) business days of the date on which Evernorth first becomes aware of such actual, successful Security Incident and (ii) to the extent commercially reasonable, the Plan may request Evernorth to report in writing attempted but unsuccessful Security Incidents involving PHI of which Evernorth becomes aware, provided however, that such reports are not required for trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware and pings or other similar types of events.

**Section 5. Reporting of Violations.** Evernorth shall report to the Plan any use or disclosure of the PHI not provided for by this Addendum of which it becomes aware.

**Section 6. Mitigation of Violations.** Evernorth agrees to mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of this Addendum of which it is aware.

**Section 7. Security Breach Notification.** Evernorth will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within ten (10) business days after Evernorth's discovery of same. This notification will include, to the extent known:

- (a) the names of the individuals whose PHI was involved in the Breach;
- (b) the circumstances surrounding the Breach;
- (c) the date of the Breach and the date of its discovery;
- (d) the information Breached;
- (e) any steps the impacted individuals should take to protect themselves;
- (f) the steps Evernorth is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,
- (g) a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, Evernorth is not the agent of the Plan or the Employer (as "agent" is defined under common law). Evernorth will investigate Breaches, assess

their impact under applicable state and federal law, including HITECH, and will make a recommendation to the Plan regarding whether notification is required pursuant to 45 C.F.R. §164.404-408 and/or applicable state breach notification laws. With the Plan's prior approval, Evernorth will issue notices to such individuals, state and federal agencies – including the Department of Health and Human Services, and/or the media as the Plan is required to notify pursuant to, and in accordance with the requirements of, applicable law (including 45 C.F.R. §164.404-408). In the event of a Breach affecting multiple Evernorth clients where Evernorth believes notification to affected individuals is required in accordance with applicable law, Evernorth reserves the right to issue notifications to the affected individuals without Plan approval.

Evernorth will pay the costs of issuing notices required by law and other remediation and mitigation which, in Evernorth's discretion, are appropriate and necessary to address the Breach. Evernorth will not be required to issue notifications that are not mandated by applicable law. Evernorth shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by 45 C.F.R. §164.408(c).

**Section 8. Disclosures to and Agreements with Third Parties.** Evernorth agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Evernorth agree to substantially the same restrictions, conditions, and requirements that apply to Evernorth with respect to such information.

Any other provision of this Addendum notwithstanding, Evernorth may decline to disclose to any third party any information which the Agreement provides may not be disclosed to the Employer.

**Section 9. Access to PHI.** Evernorth shall provide an Individual with access to such Individual's PHI contained in a Designated Record Set in response to such Individual's request in the time and manner required in 45 C.F.R. § 164.524. Evernorth shall comply with 42 C.F.R. Part 2 re-disclosure requirements, including §2.32 notice requirements.

**Section 10. Availability of PHI for Amendment.** Evernorth shall respond to a request by an Individual for amendment to such Individual's PHI contained in a Designated Record Set in the time and manner required in 45 C.F.R. §164.526.

**Section 11. Right to Confidential Communications and to Request Restriction of Disclosures of PHI.** Evernorth shall respond to a request by an Individual for confidential communications or to restrict the uses and disclosures of PHI contained in such Individual's Designated Record Set in the time and manner required by 45 C.F.R §164.522. Evernorth shall not be obligated to agree to, or implement any restriction, if such restriction would hinder Health Care Operations or the provisions of the functions, activities or services, unless such restriction would otherwise be required by 45 C.F.R. § 164.522(a).

**Section 12. Accounting of PHI Disclosures.** Evernorth shall provide the accounting of disclosures to an Individual who requests such accounting in the time required in 45 C.F.R. Section 164.528.

**Section 13. Availability of Books and Records.** Evernorth hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Evernorth on behalf of the Plan, available to the Secretary for purposes of determining the Plan's compliance with the Privacy Rule.

#### **IV. TERMINATION OF AGREEMENT WITH EVERNORTH**

**Section 1. Termination Upon Breach of Provisions Applicable to PHI.** Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Plan upon prior written notice to Evernorth in the event that Evernorth materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice.

If Evernorth knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan's duties and obligations under this Addendum, Evernorth shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, Evernorth shall terminate the Agreement at the end of such period.

**Section 2. Use of PHI Upon Termination.** The parties hereto agree that it is not feasible for Evernorth to return or destroy PHI at termination of this Agreement, therefore, the protections of this Addendum for PHI shall survive termination of this Agreement and Evernorth shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

#### **V. OBLIGATIONS OF THE PLAN AND PLAN SPONSOR**

**Section 1. Disclosures Generally.** Except as otherwise provided for in this Addendum, the Plan will not request that Evernorth use or disclose PHI in any manner that would not be permissible under HIPAA or HITECH if done by the Plan.

**Section 2. Disclosures to Third Parties.** To the extent the Plan requests that Evernorth disclose PHI to a third party business associate acting for the Plan, the Plan represents and warrants that:

- (a) It only will request PHI for the purposes of Treatment, Payment, or Health Care Operations, or another permitted purpose under the HIPAA Privacy Rule;
- (b) The information requested is the minimum necessary to achieve the purpose of the disclosure; and
- (c) The Plan has a business associate agreement in place with the third party.

#### **VI. DEFINITIONS FOR USE IN THIS ADDENDUM**

**Definitions.** Certain capitalized terms used in this Addendum shall have the meanings ascribed to them by HIPAA and HITECH including their respective implementing regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Agreement will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in HIPAA and HITECH. A reference in this Addendum to a section in the HIPAA Privacy Rule, HIPAA Security Rule, or the HITECH Act means the section

then in effect, as amended.

**"Breach"** shall mean the unauthorized acquisition, access, use, or disclosure of Unsecured Protected Health Information ("PHI") which compromises the security or privacy of such information, except where an authorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Evernorth if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Evernorth; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Evernorth to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used, or disclosed without authorization by any person.

**"Business Associate"** means Evernorth Care Solutions, Inc.

**"Covered Entity"** means Plan.

**"Data Aggregation"** shall mean the combining of PHI by Evernorth with the Individually Identifiable Health Information created or received by Evernorth in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the Plan and the other covered entity.

**"Designated Record Set"** shall have the same meaning as the term "designated record set" as set forth in the Privacy Rule, limited to the enrollment, payment, claims adjudication, and case or medical management record systems maintained by Evernorth for the Plan, or used, in whole or in part, by Evernorth or the Plan to make decisions about Individuals.

**"Effective Date"** shall mean the earliest date by which Evernorth and the Plan must enter into a business associate agreement under 45 C.F.R. Part 164.

**"Electronic Protected Health Information"** shall mean PHI that is transmitted by, or maintained in, electronic media as that term is defined in 45 C.F.R. Section 160.103.

**"Individually Identifiable Health Information"** shall mean information that is a subset of health information, including demographic information collected from an individual, and:

- (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Standards), or employer; and
- (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**"Limited Data Set"** shall have the same meaning as the term "limited data set" as set forth in as defined in 45 C.F.R. Section 164.514(e)(2).



**"Protected Health Information" or "PHI"** shall have the same meaning as set forth at 45 C.F.R. §160.103.

**"Secretary"** shall mean the Secretary of the United States Department of Health and Human Services.

**"Security Incident"** shall have the same meaning as the term "security incident" as set forth in 45 C.F.R. §164.304.

**"Summary Health Information"** shall mean information, that may be Individually Identifiable Information, and (i) that summarizes the claims history, claims expenses, or type of claims experienced by individuals covered by the Plan; and (ii) from which the information described at 45 C.F.R. §164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 C.F.R. §164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

**"Unsecured Protected Health Information"** shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of ARRA.

h Care Solutions, Inc. EAP Agreement 09-19-2024

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Purchase of Mobile Printers from Tyler Technologies

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider purchase of mobile printers from Tyler Technologies

**Staff Recommendation**

Approve the purchase of 100 mobile printers from Tyler Technologies.

**Background Information**

Council approved the contract with Tyler Technologies for the Brazos eCitation System in 2022. Implementation of the system has been completed and printers are now needed to equip new police vehicles. This purchase is available through our current contract with Tyler Tech for a total cost of \$84,552.

**Council Priorities Served**

*Maintain public safety*

This software and equipment will provide more efficiency in enforcement activities with a goal of reducing time spent on traffic stops.

**Fiscal Impact**

The cost of this purchase, \$84,552, is funded by FY24 CIP.

**Attachments**

Amendment to the Tyler Technologies Subscription License and Services Agreement



AMENDMENT

This amendment (“Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”) by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 (“Tyler”) and City of Murfreesboro, TN on behalf of the Murfreesboro Police Department, with offices at 1004 North Highland Avenue, Murfreesboro, TN 37013 (“Client”).

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of February 4, 2022 (the “Agreement”); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The hardware set forth in Exhibit 1 to this Amendment is hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.
2. Hardware fees shall be invoiced upon delivery.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Murfreesboro, TN on behalf of the  
Murfreesboro Police Department

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

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

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

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

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

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

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

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



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 84,552
Other Cost	\$ 0
Estimated Travel	\$ 0
<b>Total One-Time Cost</b>	<b>\$ 84,552</b>
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By:  
Quote Expiration:

Mark Lepley  
10/30/24  
eCitation Printers

Quote Name:

**Sales Quotation For:**

City of Murfreesboro Police Department  
1004 North Highland Avenue  
Murfreesboro, TN 37013  
Phone: +1 (615) 849-2673

**Shipping Address:**

City of Murfreesboro Police Department  
1004 North Highland Avenue  
Murfreesboro, TN 37013

**Third-Party Hardware, Software and Services**

Description	Quantity	MSRP	Unit Price	Total	Unit Maintenance	Year One Maintenance
<b>Enforcement Mobile</b>						
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	100	\$1,040	\$ 630	\$ 63,000	\$ 0	\$ 0
PA-CR-002A / Brother, Acc-Printer, RJ4200 Series, Docking/Mounting Station w Power and USB connectivity	100	\$ 215	\$ 178	\$ 17,800	\$ 0	\$ 0
LB3692 / Brother, PocketJet, Rugged Jet, Car Adapter-wired, 14 ft.	100	\$ 30	\$ 30	\$ 3,000	\$ 0	\$ 0
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	4	\$ 190	\$ 188	\$ 752	\$ 0	\$ 0
<b>TOTAL</b>				<b>\$ 84,552</b>		<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 84,552	\$ 0
<b>Summary Total</b>	<b>\$ 84,552</b>	<b>\$ 0</b>
<b>Contract Total</b>	<b>\$ 84,552</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

**Comments**

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.



# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Contract with International Association of Chiefs of Police

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

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

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**Summary**

Consider contract with International Association of Chiefs of Police (IACP) for promotional assessment services.

**Staff Recommendation**

Approve the contract with IACP for assistance with the Police Captain promotional process.

**Background Information**

MPD utilizes outside services for the administration of promotional processes. The department wishes to enter into a new agreement to create an assessment process for the rank of Police Captain.

This is a five-year contract for the administration of both in person testing and panel interviews. A one-time fee of \$24,200 will be due and payable upon development and completion of the process. Should the department continue to use IACP's services after year one, each subsequent year will be billed at \$10,000.

**Council Priorities Served**

*Maintain Public Safety*

Providing a valid and defensible promotional process assists in the advancement of qualified personnel to assume public safety leadership roles.

**Fiscal Impact**

The expense is funded from the department's operational budget with a one-time fee of \$24,200, and annual fees of \$10,000.

**Attachments**

Agreement with International Association of Chiefs of Police

**AGREEMENT BETWEEN  
CITY OF MURFREESBORO  
AND  
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE  
FOR  
PROMOTIONAL ASSESSMENT SERVICES**

This agreement for contract services is entered into on \_\_\_\_\_ (“Effective Date”) by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee (“City”) and **INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE**, a nonprofit corporation of the District of Columbia (“Contractor”).

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide Promotional Assessment Services for the Murfreesboro Police Department as set forth in Contractor’s Proposal attached hereto as Attachment “A” (“Services”) as requested by the City.
2. **Term.** This Contract shall not be effective until approved by all required parties. The term of this Contract shall be for five (5) years commencing on the Effective Date of Contract.
3. **Fees.**
  - a. **Assessment Center Services (First Year).** The City will pay Contractor a fixed price of twenty-four thousand two hundred dollars (\$24,200) for the Assessment Center Services set forth in Attachment A for the first year of the contract. Assessment Center Services encompasses all developmental and administrative costs.
  - b. **Assessment Center Services (Years 2-5).** The City will pay Contractor ten thousand dollars (\$10,000) in any year following the first year of the Contract that the City utilizes the services of Contractor for content review, new exercise development, and travel costs for IACP staff to administer the assessment center as set forth in Attachment A. The City will have no obligation to pay Contractor the ten thousand dollars (\$10,000) for any year the City does not utilize Contractor’s services.
  - c. **(Optional) Semi-Custom Written Exam.** If the City requests a Semi-Custom Written Exam, the annual cost shall be six thousand dollars as set forth in Attachment A.
4. **Time and Manner of Payment to Contractor.** Contractor shall be paid for services as follows:
  - a. Upon execution of this contract, then sum of Two Thousand Four Hundred and Twenty Dollars (\$2,420) shall be due and payable to Contractor.
  - b. Upon completion of services, the sum of Twenty-One Thousand Seven Hundred and Eighty Dollars shall be due and payable to Contractor.
  - c. The City shall pay Contractor the balance after Services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number. Services will not be considered “accepted” until an authorized agent for the City has determined that they fully comply with the specific services requested by City. Invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
  - d. Payment by the City to Contractor shall be made within Thirty (30) days after receipt and approval by City of Contractor’s invoice.
5. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. 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.

6. **Termination.** 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.
7. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
8. **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, must 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. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
9. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
11. **Waiver.** No waiver of any provision of this contract affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor 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, veterans status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or

employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
  
15. **Work Product.**
  - a. The City acknowledges that the only deliverables it is entitled to under this Agreement are the final reports. City shall not be entitled to any other information developed, created or authored by Contractor, whether oral or written (including electronic), and regardless of the form the information is in or the manner in which or the time at which it was created, including, but not limited to, all analyses, compilations, data, studies, notes, interpretations, memoranda, extracts or other documents prepared by the Contractor or its Representatives. ("Representatives" means affiliates and its and their directors, members, officers, employees, consultants, independent contractors, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and controlling persons.)
  - b. In the event that the City or its Representatives are required by applicable law or regulation or by legal process to demand or disclose any information received from or created by the Contractor other than the deliverables under this Agreement, City agrees that it provide Contractor with prompt notice of such request or requirement in order to enable Contractor to seek an appropriate protective order or other remedy, to take steps to resist or narrow the scope of such requirement.
  - c. Notwithstanding anything contained herein to the contrary, the City is expressly empowered to demand and disclose any and all records and documents in order to prosecute and defend any and all claims, lawsuits and administrative proceedings filed on behalf of, or against, the City, its commissions, officers, employees, and agents.
  
16. **Non-interference.** City has no right to direct, control or supervise how Contractor performs its services nor any right to dictate, influence, interfere with or determine the findings or recommendations of Contractor's independent report.
  
17. **No third-party beneficiaries.** No officer or employee of City shall hold any interest in this Agreement. None of the provisions of this Agreement is intended to be for the benefit of, or shall be enforced by, any person other than the parties hereto and their permitted successors and/or assigns.



18. **Indemnification and Hold Harmless.**

- 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. In no event shall the aggregate indemnification to be paid by the Contractor under this Clause 18 exceed the maximum limits of Contractor’s insurance required in Clause 5 herein. Contractor’s indemnification obligation to the City extends for three (3) years from the date of claimant’s alleged injury.
- 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.

19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

20. **Assignment—Consent Required.** The provisions of this Contract shall inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

21. **Integration.** This Contract 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. This Contract replaces and supersedes all previous agreements between City and Contractor.

22. **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, epidemic, pandemic, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

23. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

24. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

25. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

a. Notices to City shall be sent to:

**Department:** City of Murfreesboro Administration  
**Attention:** City Manager  
**Address:** 111 West Vine Street  
Murfreesboro, TN 37130

b. Notices to Contractor shall be sent to:

**Contractor:** International Association of Chiefs of Police  
**Attention:** Meghann Casanova  
**Address:** 44 Canal Center Plaza, Suite 200  
Alexandria, VA 22314  
[professionalservices@IACP.org](mailto:professionalservices@IACP.org)

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

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

**CITY OF MURFREESBORO, TENNESSEE**

**INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE**

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

DocuSigned by:  
*Terrence M. Cunningham*  
\_\_\_\_\_  
Terrence M. Cunningham, Deputy Executive Director

APPROVED AS TO FORM:

Signed by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E541F9401  
Adam F. Tucker, City Attorney



# Promotional Assessment Services

## Murfreesboro, Tennessee

Contact information for the  
International Association of Chiefs of Police

44 Canal Center Plaza, Suite 200  
Alexandria, VA 22314  
[professionalservices@theIACP.org](mailto:professionalservices@theIACP.org)  
1 (800) THE IACP

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## Association (Firm) Information

### International Association of Chiefs of Police (IACP)

International Association of Chiefs of Police

44 Canal Center Plaza, Suite 200

Alexandria, VA 22314

(703) 836-6767 or 1-800-THE-IACP

[www.theiacp.org](http://www.theiacp.org)

The International Association of Chiefs of Police (IACP) is the world's largest and most influential professional association for police leaders. With more than 33,000 members in over 173 countries, the IACP is a recognized global leader in policing. Since 1893, the association has been advancing leadership and professionalism in policing worldwide.

IACP is a 501(c) 3 non-profit corporation, chartered in the District of Columbia (1943) and headquartered in Alexandria, Virginia. It has a full-time staff of 140 employees. In addition to chiefs of police and law enforcement personnel of other ranks, IACP members include criminal justice researchers, university faculty, and members of many other professions. IACP promotes the highest standards of performance and conduct within the police profession.

The IACP differs from private firms that offer assessment services. We are motivated by our commitment to improving the law enforcement profession. Assisting law enforcement agencies in the promotion of this leadership helps us attain that goal. The IACP helps agencies identify highly qualified leaders whose management style and knowledge of law enforcement are consistent with the priorities of your department. The key components and benefits to engaging the services of IACP include:

- **Credibility.** IACP commands preeminent status among police executive associations. This confers special prestige and credibility to these studies. Government officials, the public, and law enforcement officers and officials highly respect and value the findings and recommendations of IACP.
- **Exclusive Focus.** IACP concentrates its efforts exclusively on law enforcement matters. IACP does not diffuse its interests and capacities. The obligation of IACP is to law enforcement innovation and professionalism, and this is a driving force in these efforts.
- **Performance Record.** The range of engagements conducted by IACP, and the number of repeat clients, attest to the product value and client satisfaction. IACP has worked with law enforcement clients of every conceivable size, structure, and mission, and the IACP team is equipped to deal with any issue or circumstance affecting your organization and community.
- **Resource Depth.** IACP headquarters staff comprises nearly 130 former police executives and practitioners, social scientists, technology specialists, management analysts, and

trainers, who possess collectively, 21st century policing capacities in every facet of law enforcement policy and practice. Augmented by a national and international network of consultants and committee members, IACP staff and resources are unsurpassed in depth and quality.

- **Innovations Leadership.** Developing and discovering contemporary approaches and innovations to stimulate law enforcement effectiveness and productivity and to protect communities is central to the IACP mission. IACP continually assesses the needs of the law enforcement profession and the public served, and the IACP consciously and continuously expands the portfolio of staff and expertise accordingly, allowing IACP to provide the most up to date and comprehensive services to clients.

**References**

<b>PROMOTIONAL TESTING ASSESSMENT CENTERS</b>		
<b>CLIENT</b>	<b>SERVICE</b>	<b>CONTACT</b>
Hoover, AL 2024	Written Exam and Assessment Center (2 Ranks)	Maegan Mynatt Human Resources Generalist, City of Hoover 100 Municipal Lane Hoover, Alabama 35216 205-444-7861 maegan.mynatt@hooveralabama.gov
Toms River, NJ 2023	Written Exam and In-Basket	Peter Sundack Professional Standards Lt, Toms River PD 255 Oak Avenue Toms River, NJ 08754 732-349-0150 ext. 1294 psundack@trpolice.org
Athens, GA 2023	Assessment Center for Chief of Police	Laura Welch Athens-Clarke Co. 375 Satula Avenue Athens, GA 30601 Laura.Welch@accgov.com

## Assessment Services

The IACP will develop for the Murfreesboro Police Department the promotional exam with an assessment center for the rank of captain.

The procedures described below outline the IACP approaches to the promotional assessment process. The written exam is comprised of 100 multiple choice questions sourced from internal and external reading materials decided on by the agency in coordination with IACP. In the assessment center, candidates participate in a series of exercises that simulate critical aspects of the target job. The assessment center candidates will participate in three exercises. Trained assessors observe each candidate's performance and evaluate the candidates' behavior on predefined dimensions that relate to success on the job.

### Job Analysis

A job analysis is a complete definition of a target job including a comprehensive list of tasks, duties, and responsibilities, as well as a list of minimum knowledge, skills, and abilities required to perform the job. The IACP will perform a job analysis for each rank being tested.

**Data Collection:** The department will provide the IACP with existing information concerning the target jobs (job descriptions, class specifications, training manuals, SOPs, etc.). IACP will conduct a review of these materials and draw on them with new data collection to complete each job analysis.

IACP representatives will make observations and conduct interviews with subject matter experts. Special attention will be given to the human behaviors required in the position. Data will be collected concerning:

- Tasks, duties, and responsibilities
- Knowledge, skills, and abilities
- Examples of effective and ineffective job behavior

**Survey:** Based on the data collected in previous steps, the IACP will develop and administer a job analysis survey to incumbents. Information will be collected and integrated by the IACP and reviewed for accuracy by subject matter experts at your agency.

The results of the job analysis inform the development of the written examination and assessment center exercises to ensure they reflect the requirements of the target rank. This provides the method for content validation.

### Written Exam

Written examinations are multiple-choice tests covering the domain of job knowledge required for the promotional rank.



## International Association of Chiefs of Police

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**Reading List:** The reading list is an important first step in the process. IACP will work with the Murfreesboro Police Department to craft a balanced list of sources, both internal and external, that are appropriate for the target rank. This list should be finalized and distributed to candidates at least 3 months prior to exam administration.

**Study Guide:** These guides include a list of sources for the examination, sample items, and instructions to help candidates prepare for the examination. Study guides are provided to candidates well before test administration.

**Test Development:** Test development is directly based on job analysis information, providing the basis for content validity. Multiple-choice job knowledge items will be developed from sources on the reading list.

**Administration:** The department can self-administer the exam on their own under structured conditions. IACP will provide all instructions and materials needed for administration. IACP staff can administer the examination under standardized conditions for an additional fee.

**Test Security:** The IACP will maintain tight security parameters for all testing materials. During the test development process, only IACP staff and item writers will have access to the test materials. During the test administration process, test materials will be stored in a secure location with only authorized user access. Candidates will not be allowed into the testing space with electronics or other non-approved materials.

**Review:** Candidates will review their examinations under controlled conditions. IACP will consider any appeals or comments and make recommendations.

**Results and Documentation:** Candidate scoresheets will be sent back to the IACP for computer scoring of test responses. All work conducted will be documented, and a complete score report given to the organization.

### Assessment Center Development

Based on information obtained in the job analysis, IACP can develop the following exercises which evaluate dimensions that reflect the requirements of the target job. The IACP can develop exercises that represent these unique situations and provide information as to the abilities of candidates to deal effectively with such challenges.

#### Exercise Types:

- In-Basket
- Structured Interview
- Analysis Presentation
- Role Play

## International Association of Chiefs of Police

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### *In-Basket*

The In-Basket exercise closely simulates the day-to-day supervisory and decision-making activities performed by the target rank. The exercise presents candidates with many problems at varying levels of complexity. The candidates are given scenarios typically handled at the target rank and instructed to provide appropriate responses in writing. These scenarios may be presented in the form of a letter, email, memo, graph, table, or other internal document. Each of the items will require a response from the candidate, and some items are related.

### *Structured Interview*

This exercise allows the candidate to respond to questions regarding their skills and experience. The questions are a mix of behavioral questions (in which candidates describe their relevant skills and experience) and performance-based questions (in which candidates respond to scenarios that are commonly handled by the target rank).

### *Analysis Presentation*

Candidates are presented with background information on a selected relevant topic and directed to prepare a presentation. They are given a designated period to give their presentation, which is followed by a question-and-answer session designed to challenge their presentation. The Analysis Presentation exercise simulates public presentations and/or presentations to command staff or subordinates.

### *Role Play*

The role play exercise simulates a meeting between the candidate and a citizen, a subordinate employee, or a stakeholder of some kind. Although the exercise is a simulation, candidates reveal their supervisory/interpersonal skills in establishing rapport with the role player, uncovering relevant information, assessing the problem, listening carefully to the role player's responses and making use of that information, and coming up with a solution that will address the problem.

**Dimensions Evaluated:** Candidates are systematically evaluated based on benchmarks tied to a series of behavioral dimensions that capture the leadership competencies necessary to successfully act as a police leader.

- Oral Communication
- Written Communication
- Delegation and Control
- Interpersonal Insight
- Problem Solving
- Planning and Organization
- Judgement
- Decisiveness

### Assessment Center Administration

The IACP can administer an assessment center, including the following aspects:

**Candidate Orientation:** A virtual orientation session will be conducted for candidates. The orientation will describe the process and include illustrative examples. The duration of the orientation is approximately one hour.

**Assessor Recruitment:** Either the IACP or the department will be responsible for the recruitment of assessors. The total number of assessors needed is directly based on the number of candidates going through the assessment center.

**Assessor Training:** Assessors will participate in training, conducted by the IACP. The core of this training will be practice and feedback, using the actual exercises to be used and the associated assessor report forms. Training takes a half day to one full day.

**Assessment Center Administration:** Assessment center candidates will participate in exercises during an all-day, intensive period of assessment.

All activities will be scheduled in advance, and an IACP Administrator will monitor all procedures.

**Test Security:** The IACP will maintain tight security parameters for all testing materials. During the assessment center development process, only IACP staff and exercise developers will have access to the test materials. At the start of assessor training, assessors are educated on the importance of test security and sign a non-disclosure agreement. Once the scoring process is over, only IACP staff will have access to the test materials.

**Report Writing/Scoring:** Each assessor reviews the data collected on a candidate to assign a numerical score on the job-related dimensions measured by the assessment center exercises. The scores are made independently and without discussion with other assessors. Not only are the numerical scores recorded, but ratings are supported by specific examples of behavior observed in each exercise.

### **Assessment Center Results and Documentation**

Following the conclusion of the assessment center, the IACP will prepare a final report for the agency that includes a summary of candidate performance data. Information concerning candidates includes an overall summary score as well as ratings and behavioral information concerning each candidate's strengths and weaknesses in performance-related dimensions.

**Data Integration:** After the completion of exercises and report writing, data concerning candidates is combined. This integration is accomplished by statistical combination of data. The final rating on each performance dimension is based on multiple raters evaluating performance in different situations. The result is a comprehensive picture of each candidate's capabilities and a quantitative evaluation on job-related dimensions.

**Candidate Feedback:** Individual feedback reports consist of a candidate's competency and total score compared to the average of the group. These reports will be prepared by the IACP for distribution to participating candidates.



## Project Timeline

IACP typically needs about three (3) to four (4) months to create and administer the services outlined in this proposal. Below are the timelines for the Captain promotional process.

### Assessment Center with Optional Written Exam

Activity	Estimated Timeframe
Kick-off Call for Project Planning	Month 1
Job Analysis (Interviews, Surveys)	Month 1 and 2
Candidate Orientation	Month 1
Written Exam and Assessment Center Development	Month 2
<b>Written Exam Administration (if applicable)</b>	<b>Month 3</b>
Challenge Period (if applicable)	5 -7 days
<b>Written Exam Scores (if applicable)</b>	5 business days after challenge period
<b>Assessment Center Administration</b>	<b>Month 4</b>
Assessment Center Scores and Feedback Reports	2 weeks after administration

### Assessment Center without Optional Written Exam

Activity	Estimated Timeframe
Kick-off Call for Project Planning	Month 1
Job Analysis (Interviews, Surveys)	Month 1 and 2
Candidate Orientation	Month 1
Assessment Center Development	Month 2
<b>Assessment Center Administration</b>	<b>Month 3</b>
Assessment Center Scores and Feedback Reports	2 weeks after administration

## Cost Proposal

The proposal includes all developmental and administrative costs. The proposal does include travel costs for IACP Staff. The ongoing costs include content review, new exercise development, and travel costs for IACP staff to administer the assessment center.

Below is the pricing consistent with the IACP’s services for the captain promotional process outlined in this proposal.

### Assessment Center

Assessment Center	Cost
Assessment Center (First Year)	\$24,200
Assessment Center (Years 2-5)	\$10,000

### (Optional) Semi-Custom Written Exam

Semi-Custom Exam	Cost
Semi-Custom Written Exam (Yearly)	\$6,000

## Book List:

This list is not exhaustive but merely lists some of the most frequently utilized books we maintain item banks for. Exams can be made from any combination of these books, as well as custom items written from department policy/books not featured here.

### **General Leadership Books:**

*Leaders Eat Last* – Simon Sinek

*Start with Why* – Simon Sinek

*Extreme Ownership* - Jocko Willink, Leif Babin

*HBR's 10 Must Reads on Emotional Intelligence* – Various

*Lincoln on Leadership: Executive Strategies for Tough Times* – Donald T. Phillips

*The Dichotomy of Leadership* – Jocko Willink, Leif Babin

*It's Your Ship: Management Techniques* – Michael Abrashoff

*Leadership on the Line* – Ronald A. Heifetz, Marty Linsky

### **Police Specific (Textbooks):**

*Supervision of Police Personnel (9th Ed.)* – Iannone & Bernstein

*Effective Police Supervision (9th Ed.)* – Miller, More & Braswell

*Criminal Investigation: The Art and the Science (3rd Ed.)* - Lyman

*Managing and Leading Today's Police (4th Ed.)* – Kenneth J. Peak, Ronald Glensor, Larry K. Gaines

*Police Field Operations (8th Ed.)* - Thomas Francis Adams

*Police Administration (10th Ed.)* - Gary W. Cordner

### **Police Specific (Non-Textbooks):**

*Law Officer's Pocket Manual (2023 Edition)* – Miles, Richardson, Scudellari

*Quick Reference Legal Guide for Law Enforcement (2022-2023 Session)* – Legal and Liability Risk Management Institute

*Emotional Survival for Law Enforcement (Revised Edition)* – Kevin M. Gilmartin

*Essential Leadership Lessons from the Thin Blue Line* – Dean Crisp

*"Good to Great" Policing: Application of Business Management Principles in the Public Sector* – Wexler, Wycoff, Fischer.

*21<sup>st</sup> Century Taskforce Report* – U.S. Government

*Leadership Lessons from the Thin Blue Line (2017)* - Dean Crisp



**International Association of Chiefs of Police**

44 Canal Center Plaza, Suite 200  
Alexandria, VA 22314

Direct: 703-836-6767  
Main Line: 800-THE-IACP  
Fax: 703-836-4543

**[www.theIACP.org](http://www.theIACP.org)**



# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Amendment No. 2 to Purchasing Agreement with Axon

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider amendment No. 2 to Master Services and Purchasing Agreement with Axon Enterprise, Inc.

**Staff Recommendation**

Approve Amendment No. 2 to the contract with Axon for additional in-car and body worn cameras.

**Background Information**

Council approved the 10-year contract with Axon for the purchase of body cameras and in-car cameras on September 2, 2022. MPD requires 24 additional cameras for recently purchased patrol vehicles, as well as 30 additional body worn cameras for certified staff.

This amendment adds \$112,294 annually to the remainder of the 10-year contract term.

**Council Priorities Served**

*Maintain Public Safety*

In-car and body worn cameras provide video evidence for the prosecution of criminal acts in addition to enhancing transparency through the documentation of interactions with members of our community.

**Fiscal Impact**

The FY25 expense, \$112,294, is funded in part by the department’s operating budget and FY24 CIP, funded by general fund. Future expenses will be budgeted accordingly in the department’s operating budget.

**Attachments**

Amendment No. 2 to Master Service Agreement with Axon Enterprises

**AMENDMENT # 2  
TO  
MASTER SERVICES AND PURCHASING AGREEMENT  
BETWEEN  
AXON ENTERPRISE, INC.  
AND  
CITY OF MURFREESBORO**

**WHEREAS**, the City of Murfreesboro, a municipal corporation of the State of Tennessee (“City”) and Axon Enterprise, Inc., a Delaware corporation (“Contractor”), entered into a Master Services and Purchasing Agreement for the purchase and use of Axon Devices and Services on September 2, 2022; and

**WHEREAS**, the City and Contractor entered into Amendment #1 to the Master Services and Purchasing Agreement on April 1, 2023; and

**WHEREAS**, the City desires to purchase additional equipment pursuant to this Contract as set forth in Quote Q-533242-45541.596TM issued September 9, 2024 (Attachment A to Amendment #2);

**NOW THEREFORE**, the Contract is amended by adding the purchase of additional equipment and services listed in Quote Q-533242-45541.596TM (Attachment A to Amendment #2) to the Contract at a price of \$1,010,651.70.

In all other respects the Contract between the City of Murfreesboro and Axon Enterprises Inc., is affirmed with no additional changes or modifications. This amendment is hereby effective \_\_\_\_\_.

**CITY OF MURFREESBORO**

**AXON ENTERPRISES, INC.**

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

By: \_\_\_\_\_  
Robert E. Driscoll, Jr.,  
VP and Associate General Counsel

Approved as to form:

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



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**ATTACHMENT A to AMENDMENT #2**

Q-533242-45541.596TM

Issued: 09/06/2024

Quote Expiration: 09/25/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 452352

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Murfreesboro Police Dept. - TN 1004 N Highland Ave Murfreesboro, TN 37130-2454 USA	Murfreesboro Police Dept. - TN PO Box 1139 Murfreesboro TN 37133-1139 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Mathews Phone: 901-859-8087 Email: tmathews@axon.com Fax:	Clayton Williams Phone: 629-201-5572 Email: 0417@murfreesborotn.gov Fax:

**Quote Summary**

Program Length	104 Months
<b>TOTAL COST</b>	<b>\$1,010,651.70</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,010,651.70</b>

**Discount Summary**

Average Savings Per Year	\$2,319.41
<b>TOTAL SAVINGS</b>	<b>\$241,219.08</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Oct 2024	\$112,294.66	\$0.00	\$112,294.66
Jul 2025	\$112,294.63	\$0.00	\$112,294.63
Jul 2026	\$112,294.63	\$0.00	\$112,294.63
Jul 2027	\$112,294.63	\$0.00	\$112,294.63
Jul 2028	\$112,294.63	\$0.00	\$112,294.63
Jul 2029	\$112,294.63	\$0.00	\$112,294.63
Jul 2030	\$112,294.63	\$0.00	\$112,294.63
Jul 2031	\$112,294.63	\$0.00	\$112,294.63
Jul 2032	\$112,294.63	\$0.00	\$112,294.63
<b>Total</b>	<b>\$1,010,651.70</b>	<b>\$0.00</b>	<b>\$1,010,651.70</b>



Quote Unbundled Price: \$1,251,870.78  
 Quote List Price: \$1,063,753.50  
 Quote Subtotal: \$1,010,651.70

**Pricing**

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	16		\$108.00	\$108.00	\$41,472.00	\$0.00	\$41,472.00
Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	104	\$291.10	\$233.99	\$233.99	\$584,039.04	\$0.00	\$584,039.04
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	104	\$45.27	\$35.28	\$35.28	\$110,073.60	\$0.00	\$110,073.60
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	104	\$83.79	\$37.63	\$37.63	\$11,740.56	\$0.00	\$11,740.56
<b>A la Carte Hardware</b>									
H00001	AB4 Camera Bundle	30			\$849.00	\$849.00	\$25,470.00	\$0.00	\$25,470.00
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$1,638.90	\$4,916.70	\$0.00	\$4,916.70
<b>A la Carte Software</b>									
73680	AXON RESPOND PLUS - LICENSE	30	104		\$22.33	\$22.33	\$69,669.60	\$0.00	\$69,669.60
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	104		\$23.51	\$23.51	\$73,351.20	\$0.00	\$73,351.20
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	104		\$28.21	\$28.21	\$88,015.20	\$0.00	\$88,015.20
BasicLicense	Basic License Bundle	30	104		\$17.63	\$0.61	\$1,903.80	\$0.00	\$1,903.80
<b>Total</b>							<b>\$1,010,651.70</b>	<b>\$0.00</b>	<b>\$1,010,651.70</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30		10/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33		10/01/2024
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	33		10/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3		10/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3		10/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3		10/01/2024
Fleet 3 Advanced 10 Year	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	24		10/01/2024
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - SIGNAL UNIT	24		10/01/2024
Fleet 3 Advanced 10 Year	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	24		10/01/2024
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	24		10/01/2024
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3		04/01/2027
Body Worn Camera TAP 10 Year Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	30		04/01/2027
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	24		03/01/2028
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3		10/01/2029
Body Worn Camera TAP 10 Year Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	30		10/01/2029
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	3		04/01/2032
Body Worn Camera TAP 10 Year Bundle	73345	AXON BODY - TAP REFRESH 3 - CAMERA	30		04/01/2032

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	3		06/01/2033
Body Worn Camera TAP 10 Year Bundle	73346	AXON BODY - TAP REFRESH 4 - CAMERA	30		06/01/2033
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	24		06/01/2033

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	11/01/2024	06/30/2033
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	30	11/01/2024	06/30/2033
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	24	11/01/2024	06/30/2033
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	24	11/01/2024	06/30/2033
Fleet 3 Advanced 10 Year	80402	AXON RESPOND - LICENSE - FLEET 3	24	11/01/2024	06/30/2033
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	48	11/01/2024	06/30/2033
A la Carte	73680	AXON RESPOND PLUS - LICENSE	30	11/01/2024	06/30/2033
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	11/01/2024	06/30/2033
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	11/01/2024	06/30/2033

**Services**

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	24
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	24
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	24

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	10/01/2025	06/30/2033
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	30	10/01/2025	06/30/2033
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	10/01/2025	06/30/2033
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	24	10/01/2025	06/30/2033
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	24	10/01/2025	06/30/2033

## Shipping Locations

Location Number	Street	City	State	Zip	Country
	1004 N Highland Ave	Murfreesboro	TN	37130-2454	USA

## Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 1	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 1	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 1	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.39	\$0.00	\$12,230.39
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.26	\$0.00	\$64,893.26
Year 1	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.66</b>	<b>\$0.00</b>	<b>\$112,294.66</b>

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 2	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 2	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.39	\$0.00	\$12,230.39
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.23	\$0.00	\$64,893.23
Year 2	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.63</b>	<b>\$0.00</b>	<b>\$112,294.63</b>

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 3	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.39	\$0.00	\$12,230.39
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.23	\$0.00	\$64,893.23
Year 3	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.63</b>	<b>\$0.00</b>	<b>\$112,294.63</b>

<b>Jul 2027</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 4	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.39	\$0.00	\$12,230.39
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.23	\$0.00	\$64,893.23
Year 4	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.63</b>	<b>\$0.00</b>	<b>\$112,294.63</b>

<b>Jul 2028</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 5	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 5	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.39	\$0.00	\$12,230.39
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.23	\$0.00	\$64,893.23
Year 5	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.63</b>	<b>\$0.00</b>	<b>\$112,294.63</b>

<b>Jul 2029</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 6	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 6	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 6	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 6	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.39	\$0.00	\$12,230.39
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.23	\$0.00	\$64,893.23
Year 6	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 6	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.63</b>	<b>\$0.00</b>	<b>\$112,294.63</b>

<b>Jul 2030</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 7	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 7	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 7	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 7	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.39	\$0.00	\$12,230.39
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.23	\$0.00	\$64,893.23



<b>Jul 2030</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 7	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 7	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.63</b>	<b>\$0.00</b>	<b>\$112,294.63</b>

<b>Jul 2031</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 8	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 8	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 8	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 8	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 8	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.39	\$0.00	\$12,230.39
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.23	\$0.00	\$64,893.23
Year 8	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 8	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.63</b>	<b>\$0.00</b>	<b>\$112,294.63</b>

<b>Jul 2032</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 9	73680	AXON RESPOND PLUS - LICENSE	30	\$7,741.07	\$0.00	\$7,741.07
Year 9	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	\$9,779.47	\$0.00	\$9,779.47
Year 9	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	24	\$4,608.00	\$0.00	\$4,608.00
Year 9	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	30	\$8,150.13	\$0.00	\$8,150.13
Year 9	BasicLicense	Basic License Bundle	30	\$211.53	\$0.00	\$211.53
Year 9	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	3	\$1,304.51	\$0.00	\$1,304.51
Year 9	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	30	\$12,230.36	\$0.00	\$12,230.36
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	24	\$64,893.26	\$0.00	\$64,893.26
Year 9	H00001	AB4 Camera Bundle	30	\$2,830.00	\$0.00	\$2,830.00
Year 9	H00002	AB4 Multi Bay Dock Bundle	3	\$546.30	\$0.00	\$546.30
<b>Total</b>				<b>\$112,294.63</b>	<b>\$0.00</b>	<b>\$112,294.63</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

9/6/2024



# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and MOU with Rutherford County Sheriff's Office (RCSO)

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider a Memorandum of Understanding between the City and the Rutherford County Sheriff's Office for submission of the 2024 JAG Program.

**Staff Recommendation**

Approve the application for the 2024 JAG Program and the MOU with the RCSO for sharing of grant funds.

**Background Information**

The Department has been informed by the Justice Department that RCSO and the City are eligible to receive a joint award of \$61,957 from the 2024 JAG Program. The City and RCSO will share the grant proceeds equally.

The City's grant allocation of \$30,978 will be used to purchase tasers and related supplies. RCSO has agreed that the City would serve as the Fiscal Agent. The Mayor, City Manager, or the official Program Contact designated by the Mayor or City Manager may apply for this funding. The deadline for submission of the application is October 22, 2024 and must be completed online.

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

**Council Priorities Served**

*Safe and Livable Neighborhoods*

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



**Fiscal Impacts**

Total federal award is \$61,957 with \$30,978 allocated to the City. No matching funds are required.

**Attachments:**

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

## 2024 Tennessee Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022> and current JAG Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

### Finding your jurisdiction:

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

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TN	BRADLEY COUNTY	County	\$12,026	
TN	CLEVELAND CITY	Municipal	\$23,991	\$36,017
TN	DYER COUNTY	County	*	
TN	DYERSBURG CITY	Municipal	\$12,375	\$12,375
TN	HAMBLEN COUNTY	County	*	
TN	MORRISTOWN CITY	Municipal	\$14,776	\$14,776
TN	HAMILTON COUNTY	County	\$17,362	
TN	CHATTANOOGA CITY	Municipal	\$145,011	\$162,373
TN	KNOX COUNTY	County	\$37,782	
TN	KNOXVILLE CITY	Municipal	\$99,164	\$136,946
TN	MADISON COUNTY	County	*	
TN	JACKSON CITY	Municipal	\$40,881	\$40,881
TN	MAURY COUNTY	County	*	
TN	COLUMBIA CITY	Municipal	\$18,942	\$18,942
TN	MONTGOMERY COUNTY	County	*	
TN	CLARKSVILLE CITY	Municipal	\$58,715	\$58,715
TN	RUTHERFORD COUNTY	County	\$15,453	
TN	MURFREESBORO CITY	Municipal	\$46,504	\$61,957
TN	SHELBY COUNTY	County	\$43,774	
TN	MEMPHIS CITY	Municipal	\$968,699	\$1,012,473
TN	WASHINGTON COUNTY	County	*	
TN	JOHNSON CITY CITY	Municipal	\$16,869	\$16,869
TN	WILLIAMSON COUNTY	County	*	
TN	FRANKLIN CITY	Municipal	\$10,692	\$10,692
TN	WILSON COUNTY	County	*	
TN	LEBANON CITY	Municipal	\$12,313	\$12,313

TN	BARTLETT CITY	Municipal	\$10,323	
TN	BLOUNT COUNTY	County	\$17,567	
TN	GREENE COUNTY	County	\$12,108	
TN	KINGSPORT CITY	Municipal	\$25,181	
TN	NASHVILLE-DAVIDSON COUNTY CITY	Municipal	\$494,241	
TN	SEVIER COUNTY	County	\$10,056	
TN	SMYRNA CITY	Municipal	\$11,452	
TN	SULLIVAN COUNTY	County	\$18,798	
	<b>Local total</b>		<b>\$2,195,055</b>	

THE STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

KNOW ALL BY THESE PRESENT

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

**2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY of RUTHERFORD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF MURFREESBORO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Rutherford County, State of Tennessee, witnesseth:

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

**WHEREAS**, representatives of the two entities have agreed that CITY will file the application and share the funds, with the City of Murfreesboro receiving \$30,978.50 and Rutherford County receiving \$30,978.50; and

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

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

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

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

**Section 1.**

CITY agrees to draw from grant and pay COUNTY a total of \$30,978.50 of JAG funds, as reimbursement for purchases within grant guidelines.

COUNTY agrees CITY shall retain a total of \$30,978.50 of JAG funds to spend within grant guidelines.

**Section 2.**

COUNTY agrees to use \$30,978.50 for the 2024 Law Enforcement Equipment Purchase Program from October 1, 2024 until September 30, 2028.

CITY agrees to use \$30,978.50 for the 2024 Law Enforcement Equipment Purchase Program from October 1, 2024 until September 30, 2028.



**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

CITY OF MURFREESBORO, TENNESSEE

COUNTY OF RUTHERFORD, TENNESSEE

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

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

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

\_\_\_\_\_  
Sheriff

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

ATTEST:

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

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Purchase of Body Armor from Gall's LLC

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider purchase of body armor from Gall's.

**Staff Recommendation**

Approve the purchase of 100 set of body armor and carriers from Gall's.

**Background Information**

MPD officers are equipped with body armor which is recommended to be replaced every five years. Currently, there are 100 sets of body armor approaching expiration in the next twelve months. This is part of our normal rotating replacement plan.

Replacements for expiring armor and carriers are available through our current contract with Galls, LLC for a total cost of \$153,439.

**Council Priorities Served**

*Safe and Livable Neighborhoods*

Body Armor is an essential law enforcement safety tool.

**Fiscal Impact**

The cost of this purchase, \$153,439, is funded by the department's FY25 operating budget.

**Attachments**

1. Agreement for Public Safety Uniforms
2. Quotes from Gall's

## **Agreement for Public Safety Uniforms**

This Agreement is entered into and effective as of June 19, 2024, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Galls LLC**, a limited liability corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- Buyboard's Master Agreement No. 698-23, including Galls Renewal Letter, dated February 11, 2024 ("Master Agreement")
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
  - Second, this Agreement
  - Third, the Master Agreement
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the Uniforms from the Master Agreement in accordance with Contractor's (Galls) Proposal. Furthermore, the City may utilize this Contract to procure additional equipment from Contractor per the Master Agreement throughout the term of the contract. Such future procurements shall be executed through a Purchase Order after purchases exceeding \$50,000 have been approved by City Council.
  2. **Term.** The agreement term shall run concurrent with the term of the Buyboard Master Agreement. 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 Agreement is set forth in the Master Agreement and the Contractor's Proposal which reflects a purchase price of 15% discount off catalog items. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries for in-stock non-embellished items shall be made within 10-14 business days of order to either: 1311 Jones Blvd. Murfreesboro, TN 37129 (Fire Department) or 1004 North Highland Avenue, Murfreesboro, TN 37130 (Police Department). Deliveries for customized items shall be delivered within 60 calendar days of order unless an extension of time is granted by the City.

Fire Department Contact - Attn: Brady Lutton, tel: 615.603.1649 – email: [0672@murfreesborotn.gov](mailto:0672@murfreesborotn.gov)

Police Department Contact - Attn: Sam Smith, tel: 615-849-2673 – email: [0435@murfreesborotn.gov](mailto:0435@murfreesborotn.gov)

Contacts 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. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. 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 Master Agreement.
  - e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.



**7. Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    1. Procure for the City the right to continue using the products or services.
    2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:  
City Manager  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

If to the Contractor:  
Attn: Michael Fadden  
Galls LLC  
1340 Russell Cave Road  
Lexington, KY, 40505

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of five full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or

statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- a. **The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
  - b. **The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
  - c. **The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.”**
16. **Title VI of the Civil Rights Act of 1964, as amended.** Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
17. **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.

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **SAMS.gov Registration and UEI #.** All vendors are required to be registered with SAMS.gov and supply their Unique Entity ID (UEI).
25. **Debarment and Suspension.**
  - a. The City certifies, to the best of its knowledge and belief, that the Selected Contractor:
    - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
    - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
    - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and



- iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
    - b. The City will provide immediate written notice to the U.S. Department of Treasury or granting authority, if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
    - c. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
      - i. Debarred from participation in any federally assisted Award;
      - ii. Suspended from participation in any federally assisted Award;
      - iii. Proposed for debarment from participation in any federally assisted Award;
      - iv. Declared ineligible to participate in any federally assisted Award;
      - v. Voluntarily excluded from participation in any federally assisted Award; or
      - vi. Disqualified from participation in any federally assisted Award.
      - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
27. **Lobbying Certification. (4220.1F.IV.2.a.(4); 49 CFR Part 20).**
- a. Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, “New Restrictions on Lobbying” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd “Anti-Lobbying” Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any

lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- b. The Contractor certifies, to the best of its knowledge and belief, that:
  - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

- a. As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b. For purposes of this section:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

*Signatures are on the following page.*

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

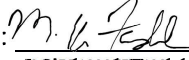
**CITY OF MURFREESBORO, TENNESSEE**

DocuSigned by:

By:   
Shane McFarland, Mayor


**GALLS LLC**

DocuSigned by:

By:   
Michael Padden, Chief Executive Officer

APPROVED AS TO FORM:

DocuSigned by:

  
Adam F. Tucker, City Attorney



# Quote

Customer: (5147834) CITY OF MURFREESBORO POLICE  
 Date: 09/06/2024  
 Sales Rep: TRAVIS HARDIN

Page 1 of 1  
 Quote Number: 27503967  
 Quote Expiration: 10/06/2024

Sold To:  
 CITY OF MURFREESBORO POLICE  
 P. O. BOX 1139  
 ATTN: ACCOUNTS PAYABLE  
 MURFREESBORO, TN 37133  
 BECKI TUCKER

Ship To:  
 MURFREESBORO POLICE DEPT  
 1004 N. HIGHLAND AVE  
 MURFREESBORO, TN 37130  
 BECKI TUCKER

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP3734 MDNV CSTM 00	GDAM001B0J MODIFIED GUARDIAN MODULAR CARRIER	100	435.62	215.00	21,500.00
1.1	BP0001	Buyboard Contract 698-23 BODY ARMOR CARRIERS	100			

Quote is valid for 30 days

SUBTOTAL: 21,500.00  
 SHIPPING:  
 TAX.....  
 TOTAL... 21,500.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd  
 Lexington, KY 40505  
 Tel: 800-876-4242 Fax:877-914-2557



Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

\*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



# Quote

Customer: (5147834) CITY OF MURFREESBORO POLICE  
Date: 09/09/2024  
Sales Rep: TRAVIS HARDIN

Page 1 of 1  
Quote Number: 27530384  
Quote Expiration: 10/09/2024

Sold To:  
CITY OF MURFREESBORO POLICE  
P. O. BOX 1139  
ATTN: ACCOUNTS PAYABLE  
MURFREESBORO, TN 37133  
BECKI TUCKER

Ship To:  
MURFREESBORO POLICE DEPT  
1004 N. HIGHLAND AVE  
MURFREESBORO, TN 37130  
BECKI TUCKER

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BL635 NAV CTM 00	POINT BLANK AXBIIIA HILITE 1 CARRIER	100	2,085.00	979.35	97,935.00
1.1	BP0002	MALE CUSTOM VEST	100			
2	BP3734 MDNV CSTM 00	GDAM001B0J MODIFIED GUARDIAN MODULAR CARRIER	100	435.62	215.00	21,500.00
2.1	BP0001	BODY ARMOR CARRIERS	100			
3	BP634 6X8	SPEED PLATE Buyboard Contract 698-23	100	219.99	125.04	12,504.00

Quote is valid for 30 days

SUBTOTAL: 131,939.00  
SHIPPING:  
TAX.....  
TOTAL... 131,939.00

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd  
Lexington, KY 40505  
Tel: 800-876-4242 Fax:877-914-2557



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# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

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**Item Title:** Library Board  
**Department:** Administration  
**Presented by:** Mayor McFarland

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Appointment to the Library Board.

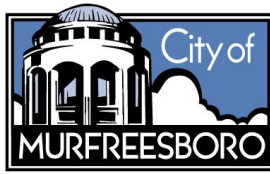
**Background Information**

The Rutherford County Library Board of Directors has members from Murfreesboro, Rutherford County, Smyrna, and Eagleville. The Board of Directors consists of eleven members.

**Attachments:**

1. Memo from Mayor McFarland





*... creating a better quality of life.*

September 19, 2024

Members of City Council

**RE: Library Board**

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As an item for the Council agenda, I am recommending the appointment to the Library Board.

**Appointment**

Susan Quesenberry filling the vacancy left by Tim Bowling (term expiring June 30, 2027)

Sincerely,

Mayor Shane McFarland

Administration Department

# COUNCIL COMMUNICATION

Meeting Date: 09/19/2024

**Item Title:** Beer Permits  
**Department:** Finance  
**Presented by:** Erin Tucker, 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
BHG Murfreesboro # 1, LLC	Drake's	2614 Roby Corlew Ln	On-Premises	Restaurant	New Location
Frida's Cafe	Frida's Cafe	1798 W Northfield Blvd	On-Premises	Restaurant	New Location

## Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

## Council Priorities Served

*Maintain public safety*

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

**Attachments**

Summaries of Request

## Beer Application

Summary of information from the beer application:

<b>Name of Business Entity/Sole Proprietor</b>	BHG Murfreesboro #1, LLC
<b>Name of Business</b>	Drake's
<b>Business Location</b>	2614 Roby Corlew Ln
<b>Type of Business</b>	Restaurant
<b>Type of Permit Applied For</b>	On-Premises

### Type of Application:

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

### 5% or more Ownership

<b>Name</b>	Brian McCarty
<b>Age</b>	55
<b>Residency City/State</b>	Lexington, KY
<b>Race/Sex</b>	White/M
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

<b>Name</b>	Bruce Drake
<b>Age</b>	59
<b>Residency City/State</b>	Nicholasville, KY
<b>Race/Sex</b>	White/M
<b>Background Check Findings</b>	
City of Murfreesboro:	None
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

**Application Completed Properly?** Yes

**Occupancy Application Approved?** No

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

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.



**Beer Application**

Summary of information from the beer application:

<b>Name of Business Entity/Sole Proprietor</b>	Fridas Café
<b>Name of Business</b>	Fridas Café
<b>Business Location</b>	1798 W Northfield Blvd
<b>Type of Business</b>	Restaurant
<b>Type of Permit Applied For</b>	On-Premises

Type of Application:

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

5% or more Ownership

<b>Name</b>	Jesus Alvarez-Lopez
<b>Age</b>	36
<b>Residency City/State</b>	Murfreesboro, TN
<b>Race/Sex</b>	Hispanic/M

**Background Check Findings**  
City of Murfreesboro: No indication of any record that may preclude the applicant for consideration.  
TBI/FBI: No indication of any record that may preclude the applicant for consideration.

<b>Name</b>	Blanca Alvarez-Lopez
<b>Age</b>	28
<b>Residency City/State</b>	Murfreesboro, TN
<b>Race/Sex</b>	Hispanic/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.

<b>Name</b>	Maria G. Alvarez-Lopez
<b>Age</b>	33
<b>Residency City/State</b>	Readyville, TN
<b>Race/Sex</b>	Hispanic/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.

<b>Name</b>	Elizabeth Juarez Martinez
<b>Age</b>	38
<b>Residency City/State</b>	Murfreesboro, TN
<b>Race/Sex</b>	Hispanic/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.**

