MURFREESBORO CITY COUNCIL Regular Meeting Agenda Council Chambers – 6:00 PM October 17, 2024

PRAYER

Mr. Shawn Wright

PLEDGE OF ALLEGIANCE

Public Comment on Actionable Agenda Items

Consent Agenda

- 1. Reeves Rogers Administration Addition Contingency Allowance Allocation (Project Development)
- 2. Robert Rose Administration Building Renovations Contingency Allowance Allocation (Project Development)
- 3. Mobility FirstNet Services (Information Technology)
- 4. Master Services Agreement For Emergency Technical Services (Information Technology)
- 5. Mandatory Referral for Abandonment of Rucker Lane Right-of-Way (Planning)
- Mandatory Referral for Abandonment of a Drainage Easement along Southpointe Way (Planning)
- 7. Mandatory Referral for Abandonment of a Drainage Easement along Suzanne Landon Drive (Planning)
- 8. Asphalt and Concrete Purchase Report (Street)
- 9. VxRail Computer Server Annual Support (Water Resources)

Minutes

10. City Council Meeting Minutes (January & February 2023, October 3, 2024) (Finance)

Old Business

<u>Ordinance</u>

11. Ordinance 24-O-21 Changes to City Code Ch. 33-73, 74 & 81 (2nd and final reading) (Water Resources)
Second Reading: Ordinance 24-O-21

Land Use Matters

12. Ordinance 24-O-31 Amending the Zoning Ordinance – Airport (2nd and final reading) (Planning)

New Business

Land Use Matters

- 13. Rezoning property along Willowoak Trail and Robert Rose Drive (Planning)
 - a. Public Hearing: Rezone 6.1 acres
 - b. First Reading: Ordinance 24-OZ-35

- 14. Rezoning property along North Maple Street (Planning)
 - a. Public Hearing: Rezone 0.38 acres
 - b. First Reading: Ordinance 24-OZ-34
- 15. Plan of Services, Annexation, and Zoning for property along Westridge Drive (Planning)
 - a. Public Hearing: Plan of Services and Annexation for 0.5 acres
 - b. Plan of Services and Annexation: Resolution 24-R-PSA-33
 - c. Public Hearing: Zone 0.5 acres simultaneous with annexation
 - d. First Reading: Ordinance 24-OZ-33
- 16. Ordinance 24-O-32 Amending the "Food Truck Ordinance" (Planning) First Reading: Ordinance 24-O-32

Ordinance

17. Ordinance 23-O-30 Amend City Code Chapter 4, Alcoholic Beverages (Finance) First Reading: Ordinance 23-O-30

On Motion

- 18. Hangar Area Planning Work Authorization (Airport)
- 19. Greater Nashville Regional Council Services Contract for Special Census Verification (Administration)
- 20. Purchase of Ransom Trust Property at Front and Broad Streets (Administration)
- 21. Purchase of Ammunition from Precision Delta Corporation (Police)
- 22. VA Pump Station Capacity Analysis Study-SSR TO Amendment No. 1 (Water Resources)
- 23. Qatium Water Management Platform (Water Resources)

Board & Commission Appointments

- 24. Board of Zoning Appeals (Mayor)
- 25. Tennis and Pickleball Commission (Mayor)

Licensing

26. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Reeves-Rogers Administration Addition Contingency Allowance

Allocation

Department: Project Development

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance	
Resolution	
Motion	
Direction	
Information	\boxtimes

Summary

Report of Reeves-Rogers Administration Addition contract contingency allowance.

Staff Recommendation

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

Background Information

The attached change control log identifies the change request, through change control forms, and tracks the allowance allocations issued through field work change directives. Change order no. 1 consists of eight items, three deducts were from unit prices that were unused during construction, and one deduct was a door that was removed from the scope of work. There were four additional items added, they consist of removal of a door, exit light and fire alarm pull, a flooring change, and extension of a sanitary sewer line, and a fire alarm panel replacement that was found nonreusable during construction. Note that change order no. 1 does not change the contract price or contract time. The final contract price and number of working days will be adjusted accordingly in the final balancing change order at the end of the project.

Council Priorities Served

Maintain public safety

The new addition will increase school security by creating a more controlled access entry point to the school campus.

Fiscal Impact

The amount of the increased expense, \$6,359, can be accommodated in the contingency allowance with no change in the total contract amount of \$2,795,800.

Attachments

Change Control Log and Forms.

Johnson + Bailey Architects P.C.

Administration Addition at

Murfreesboro, Tennessee

Reeves Rogers Elementary School

Agreement, Articles 4.3 and 4.4. See Attachment R.

City Center 100 East Vine St., Suite 700 Murfreesboro, TN 37130 (615) 890-4560 • Fax (615) 890-4564



PROJECT:

CHANGE ORDER NO. 1

ARCHITECT'S PROJECT NO: 2224 CONTRACTOR: Romach, Inc. 170 Reynolds Road **CONTRACT FOR:** Additions & Renovations Franklin, Tennessee 37064 CONTRACT DATED: July 11, 2024 You are hereby directed to make the following changes in this Contract ITEM 1: Delete interior door A118 (between Entry Vest. A101 and Conference A113), including door, hardware, and frame as noted in Proposal Request No. 1 dated July 29, 2024, Item No. 1. See Attachments A, B & C. **DEDUCT:**....(\$1,382.47) ITEM 2: At existing door to be removed at northwest corner of existing Cafeteria, remove existing exit light, and fire alarm pull, as noted in Proposal Request No. 1 dated July 29, 2024, Item No. 2. See Attachments A, D & E. **ADD:**\$240.98 ITEM 3: Change floor finish at Entry Vest. A101 and Corridor A110 from LVT to polished and sealed concrete floor, as noted in Proposal Request No. 1 dated July 29, 2024, Item No. 3. See Attachments A, F, G, H, J & K. **ADD:** \$7.206.36 ITEM 4: Extend existing sanitary sewer line approximately 18 to 24 inches and add a new floor clean out in the floor of Interventionist A111, as noted in Proposal Request No. 2 dated August 5, 2024, Item No. 1. See Attachments L, M & N. **ADD:**\$803.25 ITEM 5: Replace existing fire alarm panel with a new Fire Lite model MS10UD fire alarm panel, as noted in Proposal Request No. 2 dated August 5, 2024, Item No. 2. Attachments L, P & Q. **ADD:**\$3.711.02 ITEM 6: Deduct from contract sum for 10 cubic yards of mass excavation and removal from site of unsuitable soil below depths and quantities indicated on drawings, at \$68.00 per cubic yard, as noted in AIA Document A101, Standard Form of Agreement Between Owner and Contractor dated July 11, 2024 (hereafter Agreement), Articles 4.3 and 4.4. See Attachment R. **DEDUCT:** (\$680.00) ITEM 7: Deduct from contract sum for 5 cubic yards of trench excavation and removal from site of unsuitable soil below depths and quantities indicated on drawings, at \$315.00 per cubic yard, as noted in

CHANGE ORDER NO: 1

DATE: September 19, 2024

DEDUCT:(\$1,575.00)

Change Order No. 1 Administration Addition at Reeves Rogers Elementary School September 19, 2024 Page 2

ITEM 8: Deduct from contract sum for 15 cubic yards of shot rock placed where unsuitable soil is removed below depths and quantities indicated on drawings, at \$131.00 per cubic yard, as noted in Agreement, Articles 4.3 and 4.4. See Attachment R.

DEDUCT:(\$1,965.00)

ITEM 9: Deduct \$6,359.14 from \$50,000.00 Contingency Allowance noted in Agreement, Article 4.3, leaving a Contingency Allowance amount \$43,640.86. See Attachment R.

DEDUCT:(\$6,359.14)

CHANGE ORDER TOTAL: UNCHANGED:\$0.00

ATTACHMENTS:

Attachment A: Proposal Request No. 1 dated July 29, 2024 (5 pages)

Attachment B: Romach, Inc., RFP #1 Cost Itemization Form for Remove Opening 118A dated

September 18, 2024 (1 page)

Attachment C: Himmel's Architectural Door & Hardware CCO# 304118 CO1 dated

September 14, 2024 (1 page)

Attachment D: Romach, Inc., RFP #1 Cost Itemization Form for Remove Exit Light & Fire Alarm Pull

dated September 18, 2024 (1 page)

Attachment E: C&C Electric Estimate #2486 dated August 22, 2024 (1 page)

Attachment F: Romach, Inc., RFP #1 Cost Itemization Form for Cost of Polished Concrete

Formula 1 dated September 18, 2024 (1 page)

Attachment G: Specialty Coatings, Inc., Proposal dated August 21, 2024 (1 page)

Attachment H: Romach, Inc., RFP #1 Cost Itemization Form for Cost of Protecting Polished

Concrete dated September 18, 2024 (1 page)

Attachment J: Romach, Inc., RFP #1 Cost Itemization Form for Credit for LVT Corridor

A110 & A101 dated September 18, 2024 (1 page)

Attachment K: Kylle Norwood e-mail August 28, 2024

Attachment L: Proposal Request No. 2 dated August 5, 2024 (1 page)

Attachment M: Romach, Inc., RFP #2 Cost Itemization Form for Relocate Sanitary Sewer Cleanout

dated September 18, 2024 (1 page)

Attachment N: VP Mechanical of Tennessee, LLC Proposal #A2944 dated

August 13, 2024 (1 page)

Attachment P: Romach, Inc., RFP #2 Cost Itemization Form for Remove and Replace Fire Alarm

Panel dated September 18, 2024 (1 page)

Attachment Q: C&C Electric Estimate #2496 dated September 16, 2024 (1 page)

Attachment R: AIA Document A101, Standard Form of Agreement Between Owner and Contractor

dated July 11, 2024, page 3 (1 page)

Not valid until signed by both the Owner and Architect.	
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or 0	Contract Time.
The original Contract Sum was	\$2,795,800.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$2,795,800.00
The Contract Sum will be increased by this Change Order	\$0.00
The new Contract Sum including this Change Order will be	\$2,795,800.00
The Contract Time will be	Unchanged
The Contract Time extensions by previous Change Orders is	Zero (0) Days
The Date of Substantial Completion as of the date as of this Change Order therefore is	July 2, 2025

Change Order No. 1 Administration Addition at Reeves Rogers Elementary School September 19, 2024 Page 3

JOHNSON + BAILEY ARCHITECTS P.C.

ARCHITECT

CONTRACTOR

Nathan Morgan, Vice President

DATE September 19, 2024

DATE 9/27/24

ROMACH, INC.

CITY OF MURFREESBORO

OWNER

-Signed by:

BY Janul Jose

Darren W. Gore, City Manager

DATE 1

10/4/2024

-Signed by:

Adam 7 Tucker
Adam F. Tucker, City Attorney

DATE 10/4/2024

CHANGE CONTROL LOG

Owner: City of Murfreesboro

Project Name: Administration Addition at Reeves-Rogers Elementary School

Contract No. ITB-36-2024
Arch/Eng: J&B (2204)
Contractor: Romach, Inc.

Original Contract Amount:	\$ 2,795,800.00
Adjusted Contract Amount:	\$ 2,795,800.00
Contingency Allowance Amount:	\$ 50,000.00
Adjusted Contigency Allowance Amount:	\$ 43,640.86
Tracked Against Contract Total:	\$ 2,752,159.14

CO No.	Bried Description of Change Item	Change Type	Initital By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	Change Order No. 1	WCD	ENGINEER	PENDING	Darren Gore	7/29/2024	9/19/2024	10/4/2024	0	\$ (6,359.14) \$ -	\$ (6,359.14)
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
	Totals								0	\$ (6,359.14) \$ -	\$ 43,640.86

A Contract Times Extension Requires City Council Approval Abbreviations

RFP = REQUEST FOR PROPOSAL

FO = FIELD ORDER

WCD = WORK CHANGE DIRECTIVE

CCR = CONTRACTOR CHANGE REQUEST

Johnson + Bailey Architects P.C.

City Center 100 East Vine St., Suite 700 Murfreesboro, TN 37130 (615) 890-4560 Fax (615) 890-4564 J+B No. 2204 Change Order No. 1 Attachment A gust 28, 20 Page 1 of 5



PROPOSAL REQUEST

PROJECT: Administration Addition at

Reeves Rogers Elementary School

Murfreesboro City Schools

CONTRACTOR: Romach, Inc.

170 Reynolds Drive Franklin, TN 37064 PROPOSAL REQUEST NO: 01

DATE: July 29, 2023

ARCHITECT'S PROJECT NO: 2204

CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1: Delete interior door A118 (between Entry Vest. A101 and Conference A113), including door,

hardware, and frame.

ITEM 2: At existing door to be removed at northwest corner of existing Cafeteria, remove existing exit

light, and fire alarm pull. Existing fire alarm flashing light is to remain.

ITEM 3: Change floor finish at Entry Vest. A101 and Corridor A110 from LVT to polished and sealed

concrete floor. See attached Specification Section 03 35 43.13 DIAMOND POLISHING & SEALING CONCRETE FLOORS. Protect floor slab from staining prior to application of sealer.

BY:

R. Lyle Lynch, Architect

ATTACHMENTS: Specification Section 03 35 43.13 - DIAMOND POLISHING & SEALING CONCRETE FLOORS

dated July 29, 2024

DISTRIBUTION: Scott Elliott

James Hill Don Bartch Larry Willeford

Brandon Richardson Natalie Hardiman Nathan Morgan Kyle Norwood Mark Armstrong Ben Hunter Robert Albritton Chris Cross Trent Latta Johnnie Leonard

J+B No. 2204 Change Order No. 1 Attachment A Page 2 of 5

03 35 43.13 DIAMOND POLISHING & SEALING CONCRETE FLOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Grinding, polishing, and finishing of concrete surfaces.
- B. Related Sections:
 - 1. Division 3 Sections for general applications of concrete.
 - 2. Division 7 Sections for colored sealant for joints.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C309 "Liquid Membrane-Forming Compounds for Curing Concrete."
 - 2. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's complete technical data sheets for the following:
 - 1. Chemical lithium hardener
 - Final finish.
- B. Qualification Data: For firms indicated in "Quality Assurance" Article, including list of completed projects.
- C. Submit the following in accordance with Section 01 33 23 Schedules, Reports and Submittals.
- D. Product data for each grinding machine, including all types of grinding heads, dust extraction system, joint filler, concrete densifying impregnator, penetrating sealer, and any other chemicals used in the process.
- E. Applicators must submit a copy of their attendance to the manufacture's Polished Concrete Certified Training Program.
- F. Polished concrete samples: Size 10 FT square at room to receive floor finish.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer with experience in the production of specified products.
- B. Installer Qualifications: An installer with 5 years experience with work of similar scope and quality.
- C. Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout Project.
- D. Notification of manufacturer's authorized representative shall be given at least 1-week before start of Work.
- E. Certified Applicators:
 - 1. Consult Manufacturer for a list of Certified Applicators.

J+B No. 2204 Change Order No. 1 Attachment A Page 3 of 5

- F. Installer/Applicator shall be certified by chemical manufacturer and shall provide adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft.
- G. Manufacturer's Certification: Provide a letter of acknowledgement from both the equipment and chemical manufacturer stating that the installer is a trained applicator and is familiar with proper procedures and installation requirements recommended by the manufacturer.
- H. Ground and Polished Concrete Field Samples:
 - 1. At location on Project selected by Architect, place and finish 10 feet by 10 feet area.
 - Construct field sample using processes and techniques intended for use on permanent work, including curing procedures. Include samples of control, construction, and expansion joints in sample panels. Field sample shall be produced by the individual workers who will perform the work for the Project.
 - 4. Select from Part 4 Schedules cut and shine level and finish coat.
 - 5. Edges should be included in mockup.
 - 6. Accepted field sample provides visual standard for work of Section.
 - 7. Field sample shall remain through completion of work for use as a quality standard for finished work.

J. Environmental Limitations:

- 1. Comply with manufacturer's written instructions for substrate temperature and moisture content, ambient temperature and humidity, ventilation and other conditions affecting chemical performance.
- 2. Application of finish and dye system shall take place a minimum of 21 days prior to fixture and trim installation and/or substantial completion.
- 3. Finish concrete area shall be closed to traffic during finish floor application and after application for the time as recommended by the manufacturer.

1.5 DELIVERY, STORAGE AND HANDLING

A. All chemicals: Comply with manufacturer's instructions. Deliver in original, unopened packaging. Store in dry conditions.

1.6 PROJECT CONDITIONS

- A. Concrete Environmental Requirements:
 - 1. Schedule placement to minimize exposure to wind and hot sun before material has cured.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. L. M. SCOFIELD COMPANY, Douglasville, Georgia 1-800-800-9900 (Basis of Design).
- B. Equal products by the following manufacturers:
 - 1. L&M Construction Chemicals
 - 2. Solomon Colors Inc.
 - 3. PROSOCO, Inc., Lawrence, KS, (800) 255-4255, www.prosoco.com
- C. Equal products submitted and approved in accordance with Section 01 25 13.

2.2 MATERIALS

A. Provide manufacturer's companion Lithium Densifier and final finish product to help ensure color and protection.

J+B No. 2204 Change Order No. 1 Attachment A Page 4 of 5

B. Acceptable products:

- Chemical Lithium Hardener: SCOFIELD Formula One™ Lithium Densifier MP by L. M. SCOFIELD COMPANY.
- Finish: SCOFIELD Formula One™ Guard-W by L. M. SCOFIELD COMPANY.
- 3. Planetary grinding equipment must be capable of providing a multiple step process starting with course metal bond diamonds and ending with fine resin bond diamonds.

PART 3 - EXECUTION

3.1 POLISHED CONCRETE APPLICATION

- A. Applicator shall examine the areas and conditions under which work of this section will be provided and the General Contractor shall correct conditions detrimental to the timely and proper completion of the work and the Applicator shall not proceed until unsatisfactory conditions are resolved. Unless determined prior to bid, the condition of the floor before the polishing process is the responsibility of the General Contractor. The floor must be protected from damage during general construction.
- B. Grind the concrete floor with metal bond diamonds removing construction debris until the specified Grade is obtained. The first cut must be performed with a metal bond diamond.
- C. After the 400 grit resin bond diamond has been used apply liquid hardener according to the manufacturer's current literature. Allow 12 hours to cure before continuing.
- D. Finish honing and polishing the floor to desired Class.
- E. After the polishing process has been completed apply protection guard material according to the products current technical bulletin. Allow to cure for 2-4 hours.
- F. Using a high-speed burnishing machine and diamond impregnated pads, burnish the surface to the desires gloss level.
- G. Upon completion, the work shall be ready for final inspection and acceptance by the customer.

3.2 PROTECTION

- A. The General Contractor is responsible for using Temporary Floor Protection throughout the project to safeguard the surface quality of concrete slabs before and after application of decorative finishes or installations of other materials.
- B. All concrete floors that will be not be covered by other materials will be protected throughout the project. The concrete slab must be treated as a finished floor at all times during construction.
- C. Temporary Floor Protection will be removed only while finish work to the concrete is being performed and will be replaced after the final finish has cured sufficiently.
- D. Temporary Floor Protection to be provided per manfacturer's requirements.
- E. DO NOT APPLY THE HEAVY DUTY SEAMING TAPE TO BARE OR FINISHED FLOORS OR WALL SURFACES AT ANY TIME. IT WILL PERMANENTLY DAMAGE THE FLOOR

J+B No. 2204 Change Order No. 1 Attachment A Page 5 of 5

3.3 CLEANING

- A. The work area shall be kept clean and free of debris at all times.
- B. Remove slurry and dust from adjoining surfaces as necessary.
- C. Dispose of material containers in accordance with local regulations.
- D. Protect finished work until fully cured per manufacturer's recommendations.

3.4 APPLICATORS

A. For a list of Certified Applicators, contact manufacturer.

PART 4 - SCHEDULES

4.1 CUT AND SHINE LEVELS

- A. Cut Level (Depth of cut)
 - 1. Class A Cement Fines
- B. Shine Level (Gloss level)
 - 1. Level 2 Satin (Honed)

- END OF SECTION -

Atterials. Equipment, and Labor itemized below will be provided by:	zed below will b	be provided by:	RC	Romach. Inc.				Page Number:	1 OF 1
ob Name:	Reeves Roge	Reeves Rogers Administration Addition						Date Itemized:	18-Sep-24
Jescription:	RFP #1 Remo	RFP #1 Remove Opening 118A	A					Proposal Number:	1
Description	Quantity U	Material Unit Cost	Extension	Equipment Quantity Unit Cost	Extension	Labor Quantity Unit Cost	Extension	Subcontractor Costs	
Remove Opening 118A	1.00	-\$1,265.42	-\$1,265.42		\$0.00	_	\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
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	Sales -	Material subtotal Sales Tax 9.25%	-\$1,265.42 -\$117.05			Labor Subtotal 30.00% Labor Burden	\$0.00 \$0.00		
	Material (Sal	Material Costs Including Sales Tax Subtotal		Equipment Subtotal	\$0.00	Labor Costs Including Mark-Up	\$0.00	Subcontract Costs	\$0.00
	Material (Sales Ta›	Material Costs Including Sales Tax Subtotal from	\$0.00	Equipment Subtotal from Page	\$0.00	Labor Costs Including Mark-Up from Page	\$0.00	Subcontract Costs from Page	\$0.00
	Material (Material Costs Including Sales Tax Subtotal	-\$1,	Equipment Subtotal	\$0.00	Labor Costs Including Mark-Up Subtotal	\$0.00	Subcontract Costs Subtotal	\$0.00
							Material		-\$1,382.47
							Equipment		\$0.00
						M+E	M+E+L Subtotal		-\$1,382.47
						10% Overhead (MAEAI)*10 % OH Subtotal	10% Overhead		\$0.00
						11.0 11.0	Contract Costs		£. 00 0€
					((M+E+L)*	((M+E+L)*10% OH) + Subcontract Costs - Subtotal	sts - Subtotal		-\$1,382.47
							5% PROFIT		\$0.00
						(((M+E+L)*10% OH)*5% Profit) Total	Profit) Total		-\$1,382.47
							Bond	2%	\$0.00
							Total Cost		-\$1,382.47

Himmonolla	Auchitectural Deeu C. II	la reduce re			
Himmei's	Architectural Door & H	ardware			
	~		CCO #:	304188	CO1
	Prairieville, LA	225-673-8777			
	New Orleans, LA	504-302-2150	Date:	8/14/2024	
	Houston, TX	281-520-4035	Salesperson:	Tyler Broussa	rd
EST ⊕ 	1983 Nashville, TN	615-622-5777	Branch:	Prairieville, LA	1
231					
То:	Romach General Contractors		Ref:	Remove Oper	ning 118A
Attn:	Kyle Norwood		Job Name:		s Admin. Addition
Email:	knorwood@romachconst.cor	<u>n</u>	Himmel'sJob I	No:	304188
			J+B No. 2204	4 -	
QUANTITY		DESCRIPTION	Change Orde		AMOUNT
			—Attachment (
			—Page 1 of 1		
1	Remove Opening 118A				<\$1382.47>
	(See attached for details)				
	Note: Acceptance of this char	•	_		
	the project. Material and/or i	revised shop drawings c	annot be provided	until pricing	
	is approved.				
				TOTAL CCO	<\$1382.47>
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TAX IS NOT	INCLUDED IN THIS PROPOSAL		Taxe	- Hot meladed	
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ACCEPTED B	Y:		DATE:		

Materials on a call line concluded by a line of a board of the call of the cal		9	10 P		de constant							, L
Job Name:	Reeves Rogers Administration Addition	n be pro	ninistration		IIIacii, IIIc.						Date Itemized:	18-Sen-24
Description:	RFP #1 Rei	move Ex	cit Light & F	RFP #1 Remove Exit Light & Fire Alarm Pull							Proposal Number:	-
		-	Material			Equipment		1	Labor	L		
Description	Quantity		Isoo		Guanning		Exten	Quantity	L	Exterision	Subcollifactor Costs	
Kemove Exit Light & Fire Alarm Pull				\$0.00			\$0.00			\$0.00	C & C Electric	\$225.00
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				\$0.00			\$0.00			\$0.00		\$0.00
	Sale	Mater s Tax ☐	Material subtotal Sales Tax 9.25%	\$0.00				30.00%	Labor Subtotal Labor Burden	\$0.00		
	Materia	al Costs ales Ta	Material Costs Including Sales Tax Subtotal	\$0.00	Equi	Equipment Subtotal	١ \$0.00	Labor Co	Labor Costs Including Mark-Up	\$0.00	Subcontract Costs	\$225.00
	Materia Sales T	al Costs ax Subt	Material Costs Including Sales Tax Subtotal from	\$0.00		Equipment Subtotal from Page	00.00\$ د		Labor Costs Including Mark-Up from Page	\$0.00	Subcontract Costs from Page	\$0.00
	Materia S	al Costs	Material Costs Including Sales Tax Subtotal	\$0.00		Equipment Subtotal	00:0\$		Labor Costs Including Mark-Up Subtotal	\$0.00	Subcontract Costs Subtotal	\$225.00
										Material		\$0.00
									2	Labor		\$0.00
									₩ ₩	M+E+L Subtotal		\$0.00
								3	10% Overhead (M+E+L)*10 % OH Subtotal	10% Overhead OH Subtotal		\$0.00 \$0.00
							*('	Subcontract Costs	Sub	contract Costs		\$225.00
							((M+E+L)	ne + (HO %)	DCOINT ACT COS	is Subiolai		00.622¢
										5% PROFIT		\$11.25
								(((M+E+L)*	(((M+E+L)*10% OH)*5% Profit) Total	rofit) Total		\$236.25
										Bond	2%	\$4.73
										Total Cost		\$240.98



C&C Electric

877 Seven Oaks Blvd. STE. 560 | Smyrna, TN 37167 615-969-4838 | spence@candcelectricllc.net | www.candcelectricllc.net

J+B No. 2204 Change Order No. 1 Attachment E Page 1 of 1

Estimate #2486	
Sent on	08/22/2024
Total	\$225.00

RECIPIENT:

Romach, Inc.

170 Reynolds Dr. Franklin, TN 37064

SERVICE ADDRESS:

1807 Greenland Drive Murfreesboro, Tennessee 37130

Product/Service	Description	Qty.	Unit Price	Total
Electrical Service	 At existing door to be removed at northwest corner of existing Cafeteria, remove existing exit light, and fire alarm pull. Existing fire alarm flashing light is to remain. 	1	\$225.00	\$225.00 *

Total

\$225.00

This estimate is valid for the next 30 days, after which values may be subject to change.

*	Non-taxable
---	-------------

Signature: _____ Date: ____

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Job Name:	Reeves Rogers Administration Addition	gers Adr	ninistration		allacii, iic.						Date Itemized:	18-Sep-24
Description:	RFP #1 Co	st of Pol.	shed Conc	RFP #1 Cost of Polished Concrete Formula 1							Proposal Number:	
Description	Quantity	Unit	Material Cost	Extension	Quantity	Equipment Unit Cost	Extension	Quantity Unit	Labor iit Cost	Extension	Subcontractor Costs	ıts
Cost of Polished Concrete Formula 1				\$0.00				_		0	Specialty Coatings, Inc	\$7,654.00
				\$0.00			\$0.00					\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
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				\$0.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00	A	\$0.00
				\$0.00			\$0.00			\$0.00	tta	\$0.00
				\$0.00			\$0.00			\$0.00	an acl	\$0.00
				\$0.00			\$0.00			\$0.00	hr	\$0.00
				\$0.00			\$0.00			\$0.00	ne	\$0.00
				\$0.00			\$0.00			\$0.00	'n	\$0.00
				\$0.00			\$0.00			\$0.00	t F	\$0.00
				\$0.00			\$0.00			\$0.00	4 er =	\$0.00
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				\$0.00			\$0.00			\$0.00		\$0.00
	Sales	Mater s Tax	Material subtotal Sales Tax 9.25%	\$0.00				30.00%	Labor Subtotal Labor Burden	\$0.00		
	5	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0.01	9) }		
	Materia S	al Costs ales Ta	Material Costs Including Sales Tax Subtotal	\$0.00		Equipment Subtotal	\$0.00		Labor Costs Including Mark-Up	\$0.00	Subcontract Costs	\$7,654.00
	Materia Sales T	al Costs ax Subt	Material Costs Including Sales Tax Subtotal from	\$0.00		Equipment Subtotal from Page	\$0.00		Labor Costs Including Mark-Up from Page	\$0.00	Subcontract Costs from Page	\$0.00
	Materia S	al Costs	Material Costs Including Sales Tax Subtotal	\$0.00		Equipment Subtotal	00:0\$		Labor Costs Including Mark-Up Subtotal	\$0.00	Subcontract Costs Subtotal	\$7,654.00
										Material		\$0.00
										Equipment		\$0.00
									M+E	M+E+L Subtotal		\$0.00
								•	- (10% Overhead		\$0.00
								5	(M+E+L)*10 % OH Subtotal	OH Subtotal		\$0.00
							((M+E+L)*	Subcontract Costs ((M+E+L)*10% OH) + Subcontract Costs Subtotal	Sub bcontract Cos	contract Costs ts - Subtotal		\$7,654.00 \$7,654.00
										5% PROFIT		\$382.70
								(((M+E+L)*	(((M+E+L)*10% OH)*5% Profit) Total	rofit) Total		\$8,036.70
										Bond	2%	\$160.73
										Total Cost		\$8,197.43



P. O. BOX 680425 FRANKLIN, TN 37068-0425 PHONE (615) 591-9491 FAX (615) 661-9792

TO: ROMACH CONSTRUCTION ATTN: KYLE NORWOOD

PROPOSAL

J+B No. 2204 Change Order No. 1 Attachment G Page 1 of 1

PHONE	FAX		DATE	
				8/21/24
JOB NAME / LOCATION				
REEVES	ROGERS E	LEMENTA	λRY	
NASH	IVILLE, TEN	NESSEE		
POL	ISHED CO	NCRETE		
JOB NUMBER		JOB PHONE		

PREPARE CONCRETE FLOORS AND APPLY COATINGS AS FOLLOWS:

L&M CONSTRUCTION CHEMICALS - POLISHED CONCRETE: 800 SF

- 1. GRIND FLOOR WITH 40, 80, 150 METAL DIAMONDS
- 2. DENSIFY WITH SCOFIELD FORMULA ONE PROSOCO DENSIFIER
- 3. POLISH FLOOR WITH 100, 200, 400, 800 RESIN DIAMONDS
- 4. SEAL AND BURNISH WITH FORMULA ONE SEALER & 1500 GRIT PAD

TOTAL SYSTEM PRICE: \$7,654.00

PRICING BASED ON COMPLETION IN ONE MOBILIZATION

We Propose hereby to furnish material and labor--complete in accordance with the above specifications, for the sum of:

UPON COMPLETION Payment to be made as follows: All material is guaranteed to be as specified. All work to be Specialty Coatings Authorized Signature: completed in a professional manner according to standard practices. Any alteration or deviation from above specifications Note: This proposal may be withdrawn if involving extra costs will be executed written orders, and will not accepted within 30 days. become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond Client Authorized Signature: our control. Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. Date of Acceptance: You are authorized to do the work specified.

Materials Equipment and Labor Hamized helow will be provided by:	liw woled be-	bo pro	ided by:	Q	Pomoch Inc						Dogo Mimber	1 0 1 1
Job Name:	Reeves Roc	yers Adr	Reeves Rogers Administration Addition								Date Itemized:	18-Sep-24
Description:	RFP #1 Cos	st of Pro	RFP #1 Cost of Protecting Polished Concr	hed Concrete							Proposal Number:	1
Description	Quantity	Unit	Material Cost	Extension	Quantity	Equipment Unit Cost	Extension	Quantity Unit	Labor t Cost	Extension	Subcontractor Costs	ts
Cost of Protecting Polished Concrete				\$0.00			\$0.00	5	2 \$30.00	\$300.00		\$0.00
Plywood for Protection	25.00		\$21.00	\$525.00			\$0.00			\$0.00		\$0.00
Plastic for Protection	1.00		\$135.00	\$135.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
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	Sale	Mater s Tax ☐	Material subtotal Sales Tax 9.25%	\$660.00				Lal 30.00%	Labor Subtotal Labor Burden	\$300.00		
	Materia S	al Costs ales Ta	Material Costs Including Sales Tax Subtotal	\$721.05	Edni	Equipment Subtotal	\$0.00		Labor Costs Including Mark-Up	\$390.00	Subcontract Costs	\$0.00
	Materia Sales T	al Costs ax Subt	Material Costs Including Sales Tax Subtotal from	\$0.00	Equipmen	Equipment Subtotal from Page	\$0.00		Labor Costs Including Mark-Up from Page	\$0.00	Subcontract Costs from Page	\$0.00
	Materia S	nl Costs ales Ta	Material Costs Including Sales Tax Subtotal	\$721.05	Equi	Equipment Subtotal	\$0.00		Labor Costs Including Mark-Up Subtotal	\$390.00	Subcontract Costs Subtotal	\$0.00
										Material		\$721.05
										Equipment		\$0.00
									M+E+L	Labor M+E+L Subtotal		\$390.00 \$1,111.05
									10	10% Overhead		\$111.11
								М)	(M+E+L)*10 % OH Subtotal	I Subtotal		\$1,222.16
							((M+E+L)*	Subcontract Costs ((M+E+L)*10% OH) + Subcontract Costs Subtotal	Subcc contract Costs	ontract Costs s - Subtotal		\$0.00 \$1,222.16
										5% PROFIT		\$61.11
								(((M+E+L)*1	(((M+E+L)*10% OH)*5% Profit) Total	ofit) Total		\$1,283.26
										Bond	2%	\$25.67
										Total Cost		\$1,308.93

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Job Name:	Reeves Rogers Administration Addition	gers Adr	ninistration		IIIacii, IIIc.						Date Itemized:	18-Sep-24
Description:	RFP #1 Credit for LVT Corridor A110 & A1	edit for L	VT Corrido	7 A110 & A101							Proposal Number:	-
Description	Quantity	Unit	Material Cost	Extension	Quantity	Equipment Unit Cost	Extension	Quantity Unit	Labor iit Cost	Extension	Subcontractor Costs	ŝ
Credit for LVT Corridor A110 & A101				\$0.00			\$0.00			\$0.00	JTJ Interior	-\$2,300.00
				\$0.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
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				\$0.00			\$0.00			\$0.00	le	\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00	Nc	\$0.00
				\$0.00			\$0.00			\$0.00). '	\$0.00
				\$0.00			\$0.00			\$0.00	1	\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
				\$0.00			\$0.00			\$0.00		\$0.00
	Sale	Mater s Tax	Material subtotal Sales Tax 9.25%	\$0.00				30.00%	Labor Subtotal Labor Burden	\$0.00		
	Materi: S	al Costs ales Ta	Material Costs Including Sales Tax Subtotal	\$0.00	Equi	Equipment Subtotal	\$0.00		Labor Costs Including Mark-Up	\$0.00	Subcontract Costs	-\$2,300.00
	Materia Sales T	al Costs ax Subt	Material Costs Including Sales Tax Subtotal from	\$0.00	Equipmen	Equipment Subtotal from Page	\$0.00		Labor Costs Including Mark-Up from Page	\$0.00	Subcontract Costs from Page	\$0.00
	Materia	al Costs	Material Costs Including Sales Tax Subtotal	\$0.00	Equi	Equipment Subtotal	00.0\$		Labor Costs Including Mark-Up Subtotal	\$0.00	Subcontract Costs Subtotal	-\$2,300.00
		alco la										
										Material		\$0.00
										Equipment		\$0.00
									M+E.	M+E+L Subtotal		\$0.00
								•	- (10% Overhead		\$0.00
								5	(M+E+L)*10 % OH Subtotal	H Subtotal		\$0.00 \$0.00
							*(M+E+L)	Subcontract Costs ((M+E+L)*10% OH) + Subcontract Costs - Subtotal	Sub bcontract Cos	contract Costs ts Subtotal		-\$2,300.00 - \$2,300.00
										5% PROFIT		\$0.00
								(((M+E+L)*	(((M+E+L)*10% OH)*5% Profit) Total	rofit) Total		-\$2,300.00
										Bond	2%	\$0.00
										Total Cost		-\$2,300.00

Kyle Norwood

From:

Kyle Norwood

Sent:

Wednesday, August 28, 2024 9:07 AM

To:

Kyle Norwood

Subject:

FW: Follow Up

J+B No. 2204

Change Order No. 1

Attachment K

Page 1 of 1

From: Andrew <andrew@Jtjci.com>
Sent: Friday, August 23, 2024 11:17 AM

To: Kyle Norwood <knorwood@romachconst.com>

Subject: RE: Follow Up

All good man, Im sorry this has been so slow. The deduct on the LVT in corridor A110 is \$2,300.

Andrew Coleman Vice President JTJ Commercial Interiors (O) - 615-872-9363 (C) - 615-714-9545

From: Kyle Norwood knorwood@romachconst.com

Sent: Friday, August 23, 2024 10:48 AM

To: Andrew <andrew@Jtjci.com>

Subject: RE: Follow Up

This message was sent from outside your organization. Please proceed with caution.

Sorry to keep bothering you about this, but the architect is wanting me to provide him all the information for the RFP #1 by the end of today. I have everything but the credit for the LVT. If you could get me this that would be great.

Thanks

Kyle Norwood

General Contractors

Office: (615) 794-8228

Cell: (615) 648-5535

J+B No. 2204 Change Order No. 1 Attachment L Page 1 of 1

Johnson + Bailey Architects P.C.

City Center 100 East Vine St., Suite 700 Murfreesboro, TN 37130 (615) 890-4560 • Fax (615) 890-4564



PROPOSAL REQUEST

PROJECT: Administration Addition at

Reeves Rogers Elementary School

Murfreesboro City Schools

CONTRACTOR: Romach, Inc.

170 Reynolds Drive Franklin, TN 37064

PROPOSAL REQUEST NO: 02

DATE: August 5, 2024

ARCHITECT'S PROJECT NO: 2204

CONTRACT DATED: July 11, 2024

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

ITEM 1:

Upon demolition of existing concrete sidewalks, an existing sanitary sewer system cleanout was uncovered at the existing exterior wall, near the former main entrance. Extend the sanitary sewer line approximately 18 to 24 inches and add a new floor clean out approximately 6 inches inside the new two hour fire wall in the floor of Interventionist Al 11.

ITEM 2:

It has been determined that the new parts required to expand the existing fire alarm panel are no longer available. Replace existing fire alarm panel with a Fire Lite model MS10UD fire alarm panel.

BY:

R. Lyle Lynch, Architect

DISTRIBUTION: Scott Elliott

Don Bartch
Brandon Richardson
Nathan Morgan
Mark Armstrong
Robert Albritton
Trent Latta

Chris Croft Johnnie Leonard

James Hill

Larry Willeford

Kyle Norwood

Ben Hunter

Natalie Hardiman

Materials, Equipment, and Labor itemized below will be provided by:	mized below will k	be provided by		Romach, Inc.				Page Number:	1 OF 1
Job Name:	Reeves Rogers Administration Addition	Administration	Addition					Date Itemized:	18-Sep-24
Description:	Relocate Sanitary Sewer Cleanout	ry Sewer Clea	nout					Proposal Number:	2
Description	Quantity Unit	Material	Extension	Equipment	Extension	Labor Quantity Unit Cost	Extension	Subcontractor Costs	y
Relocate Sanitary Sewer Cleanout	_		\$0.00		\$0.00		\$0.00	VP Mechani	\$750.00
			\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
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			\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00	Ch At Pa	\$0.00
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			\$0.00		\$0.00		\$0.00	ge nm	\$0.00
			\$0.00		\$0.00		\$0.00	of	\$0.00
			\$0.00		\$0.00		\$0.00	ord nt 1	\$0.00
			\$0.00		\$0.00		\$0.00	de M	\$0.00
			\$0.00		\$0.00		\$0.00	r I	\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
			\$0.00		\$0.00		\$0.00		\$0.00
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			\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00				\$0.00
	Ma Sales Ta	Material subtotal Sales Tax 9.25%	\$0.00			Labor Subtotal 30.00% Labor Burden	\$0.00 \$0.00		
	Material Co. Sales	Material Costs Including Sales Tax Subtotal	\$0.00	Equipment Subtotal	\$0.00	Labor Costs Including Mark-Up	\$0.00	Subcontract Costs	\$750.00
	Material Co. Sales Tax S	Material Costs Including Sales Tax Subtotal from	\$0.00	Equipment Subtotal from Page	\$0.00	Labor Costs Including Mark-In from Page	\$0.00	Subcontract Costs from Page	\$0.00
	0 420 0 200			offi		ייים איים איים איים איים איים איים איים			
	Material Cos Sales	Material Costs Including Sales Tax Subtotal	\$0.00	Equipment Subtotal	\$0.00	Labor Costs Including Mark-Up Subtotal	\$0.00	Subcontract Costs Subtotal	\$750.00
							Materia		00 0\$
							Equipment		\$0.00
						⊞ + ⊠	Labor M+E+L - Subtotal		\$0.00 \$0.00
							Overhead		00 0\$
						(M+E+L)*10 % OH Subtotal	OH - Subtotal		\$0.00
					((M+E+L)*	Subcontract Costs ((M+E+L)*10% OH) + Subcontract Costs Subtotal	contract Costs		\$750.00 \$750.00
							5% PROFIT		\$37.50
						(((M+E+L)*10% OH)*5% Profit) Total	Profit) Total		\$787.50
							Bond	2%	\$15.75
							Total Cost		\$803.25

J+B No. 2204 Change Order No. 1 Attachment N Page 1 of 1



PROPOSAL: #A2944

SUBMITTED TO: Kyle Norwood

Romach Inc 170 Reynolds Dr Franklin, TN 37064

SUBMITTED BY: VP Mechanical of TN, LLC

100 L. Fisher Road Shelbyville, TN 37160

DATE: August 13th, 2024

PROJECT: Sewer Repair/ Floor Cleanout

Labor and material necessary

- Cut and move to floor cleanout
- Furnish floor cleanout

\$750

Excludes: Everything not included above

Price good for 30 days.

Respectfully Submitted By **Austin Seibers** Project Manager 931-684-2006 Phone 931-580-3220

Materials, Equipment, and Labor itemized below will be provided by:	zed below will	be provided I		Romach, Inc.						Page Number:	1 OF 1
Job Name:	Reeves Rog	ers Administr								Date Itemized:	18-Sep-24
Description:	RFP #2 Ren	nove and Rep	RFP #2 Remove and Replace Fire Alarm Pan	anel						Proposal Number:	2
Description	Quantity	Material Unit Cost	Exten	Quantity Unit	Equipment Cost	Extension	Quantity U	Labor Unit Cost	Extension	Subcontractor Costs	Ş.
Remove & Replace Fire Alarm Panel			\$0.00	0		\$0.00			\$0.00	C & C Electric	\$3,465.00
			\$0.00)		\$0.00			\$0.00		\$0.00
			\$0.00	0		\$0.00			\$0.00		\$0.00
			\$0.00)		\$0.00			\$0.00		\$0.00
			\$0.00			\$0.00			\$0.00		\$0.00
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			\$0.00)		\$0.00			\$0.00		\$0.00
			\$0.00			\$0.00			\$0.00		\$0.00
			\$0.00	0		\$0.00			\$0.00		\$0.00
	Sales	Material subtotal Sales Tax <u>9.25</u> %	total \$0.00 25% \$0.00	<u> </u>			30.00%	Labor Subtotal Labor Burden	\$0.00 \$0.00		
	Material	Material Costs Including Sales Tax Subtotal			Equipment Subtotal	\$0.00	Labor Co	Labor Costs Including Mark-Up	\$0.00	Subcontract Costs	\$3,465.00
	Material Sales Ta	Material Costs Including Sales Tax Subtotal from	ding \$0.00	Equipment Subtotal from Page	total from Fie	\$0.00	Labor Co Mark-l	Labor Costs Including Mark-Up from Page	\$0.00	Subcontract Costs from Page	\$0.00
										•	
	Material Sa	Material Costs Including Sales Tax Subtotal	ding total		Equipment Subtotal	\$0.00	Labor Co Mari	Labor Costs Including Mark-Up Subtotal	\$0.00	Subcontract Costs Subtotal	\$3,465.00
									Material		\$0.00
									Equipment		\$0.00
								M+E	Labor M+E+L Subtotal		\$0.00 \$0.00
							=	10% Overhead (M+E+L)*10 % OH Subtotal	10% Overhead OH Subtotal		\$0.00
						1		Subcontract Costs	contract Costs		\$3,465.00
						((M+E+L)*	10% OH) + Sn	bcontract Cos	ts Subtotal		\$3,465.00
									5% PROFIT		\$173.25
							(((M+E+L)	(((M+E+L)*10% OH)*5% Profit) Total	rofit) Total		\$3,638.25
									Bond	5%	\$72.77
									lotal Cost		\$3,711.02



C&C Electric

J+B No. 2204 Change Order No. 1 Attachment Q Page 1 of 1

877 Seven Oaks Blvd. STE. 560 | Smyrna, TN 37167 Page 1 615-969-4838 | spence@candcelectriclic.net | www.candcelectriclic.net

Estimate #2496

Sent on 09/16/2024

Total \$3,050.00

\$3,465.00

RECIPIENT:

Romach, Inc.

170 Reynolds Dr. Franklin, TN 37064

SERVICE ADDRESS:

1807 Greenland Drive Murfreesboro, Tennessee 37130

Product/Service	Description	Qty.	Unit Price	Total
Electrical Service	Provide new fire panel and testing.	1	\$3,300.00	\$3,300.00 *
Overhead & Profit	16% O&P	1	\$660.00	\$660.00
	5%		\$165.00	\$165.00

Subcontractor Overhead & Profit Limited to 5% by General Conditions Article 12.3.13.3. R. Lyle Lynch 9-19-24

This estimate is valid for the next 30 days, after which values may be subject to change.

* Non-taxable

Signature: Date:

Total

\$3,960.00

\$3,465.00

J+B No. 2204 Change Order No. 1 Attachment R Page 1 of 1

[X] By the following date: July 2, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Seven Hundred Ninety-Five Thousand Eight Hundred Dollars (\$ 2,795,800.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Price Item N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price **Conditions for Acceptance** N/A

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Contingency Allowance	\$50,000.00
Quantity Allowances	10 Cubic Yards for mass excavation and removal from
	site of unsuitable soil below depths and quantities
	indicated
	5 Cubic Yards for trench excavation and removal from
	site of unsuitable soil below depths and quantities
	indicated
	15 Cubic Yards for shot rock placed where unsuitable soil
	is removed below depths and quantities indicated

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Mass excavation and removal from site of unsuitable soil below depths and quantities indicated	Cubic Yards	\$68.00
Trench excavation and removal from site of unsuitable soil below depths and quantities indicated	Cubic Yards	\$315.00
Shot rock placed where unsuitable soil is	Cubic Yards	\$131.00

Init.

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User Notes:

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Robert Rose Administration Building Renovations Contingency

Allowance Allocation

Department: Project Development Department

Presented by: Scott Elliot, Project Development Manager

Requested Council Action:

Ordinance	
Resolution	
Motion	
Direction	
Information	\boxtimes

Summary

Report of Robert Rose Administration Building Renovations contract contingency allowance.

Staff Recommendation

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

Background Information

The attached change control log identifies the change requests, through change control forms, and tracks the allowance allocations issued through field work change directives. Change Directive No. 8 consists of recoverable general condition expenses to the contractor due to delays. Note that Change Directive No. 8 does not change the contract price or contract time. The final contract price and number of working days will be adjusted accordingly in the final balancing change order at the end of the project.

Council Priorities Served

Improve Economic Development

Relocating MWRD's administration allows the Department to address its current needs and affords the City the opportunity to redevelop the land in its current location, thereby improving the amenities to the downtown area.

Fiscal Impact

The increased expense, \$30,723, can be accommodated in the contingency allowance with no change in the total contract amount of \$2,206,937.

Attachments

Change Control Log and Forms.

CHANGE CONTROL FORM NO. 8

Date Issued:	August 30, 2024	Project:	MW	'RD -Admin O	ffice Ren	ovation		
Project No.:	ITB-13-2024	Contractor:	Roc	k City Constru	uction Co	mpany, L	LC	
This Document	is a: Request for Proposal	r	d Ord	der 🗌	Work C Directiv			Contractor Change Request
Description of Contingency lea	Change (attach necessa aving \$52,540.15 remain	ary supporting dooning in the Conti	cume ngen	entation): ADE acy allowance	PCOs e. See at	(8). Dedu tached C	ct \$30,72 hange Co	23.02 from the Owner's ontrol Log.
Initiated By:	□ Contractor	☐ Engineer		Own	ner	□R	esident P	roject Representative
Drawing(s) Refe	erence: N/A			Spec. Refer	ence:	PCO 00	8	
RFI Reference:	N/A			Date of RFI:	N/A			
Attachments:	Change Control Log							
	R	EQUEST FOR PR	OPO	SAL/CHANG	E REQU	EST		
We propose to Cost and Contrac		or make the	Clair	n described	above	for the	following	g change in Contract
	in Contract Amount is Re	equired		☐ A Change	in Contra	act Amoui	nt is Requ	uired:
No Change	in Contract Time is requ	ired		☐ A Change	in Contra	act Time i	s Require	d:
		WORK C	HAN	IGE DIRECTI	VE			
	to proceed to make the Time will be determined					Change	Directive.	Any change in Contract
		F	IELD	ORDER				
Price or Contract		r that a change i	in Co					changes in the Contract red, notify the Engineer
KDGI, Archite	ect: C	City Construe CONTRACTOR: cuSigned by:	ıctio	G SIGNATUR On City O	ES f Murfi OWNER:	reesbo	ro _R	ESIDENT PROJECT REPRESENTATIVE:
AF848E5EE290	Fl.	orencia Fontel	la_	Xana 31205	W.Gre FF75D2A4B 9			
Brandon	Harvey Flo	rencia Fonte	la		en W. (
(print name)	··	name)		(print na	me)		(pri	nt name)
9/5/20 Date:	24 Date:	9/4/2024		 Date:	/5/2024		Dat	te:

APPROVED AS TO FORM
Adam F Jucker

45A2035E51F9401

Adam F. Tucker, City Attorney

CHANGE CONTROL LOG

Owner: City of Murfreesboro

Project Name: MWRD-316 Robert Rose Office Renovation

Contract No. ITB-13-2024
Arch/Eng: KDGi

Contractor: Rock City Construction Company, LLC

 Original Contract Amount:
 \$ 2,084,256.00

 Adjusted Contract Amount:
 \$ 2,206,937.10

 Contingency Allowance Amount:
 \$ 100,000.00

 Adjusted Contigency Allowance Amount:
 \$ 52,540.15

 Tracked Against Contract Total:
 \$ 2,154,396.95

CCF No.	Bried Description of Change Item	Change Type	Initital By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	Change order # 1 (structural additions)	WCD	OWNER	APPROVED	Council	2/9/2024	2/9/2024	3/8/2024	35	\$ -	\$ 49,992.71	\$ 100,000.00
2	Change Order # 2 (ASI #1 Critical path items)	WCD	OWNER	APPROVED	Council	2/29/2024	2/29/2024	3/8/2024	0	\$ -	\$ 72,688.39	\$ 100,000.00
3	PCOs (9,33,46,54)	WCD	OWNER	APPROVED	Darren Gore	1/2/2024	3/13/2024	3/15/2024	0	\$ (3,569.72)	\$ -	\$ 96,430.28
4	PCOs (1,2,3,4,5,6,7)	WCD	OWNER	APPROVED	Darren Gore	3/12/2024	3/12/2024	4/30/2024	0	\$ (5,592.00)	\$ -	\$ 90,838.28
5	PCOs (51)	WCD	OWNER	APPROVED	Council	3/12/2024	3/12/2024	5/9/2024	24	\$ (3,421.00)	\$ -	\$ 87,417.28
6	PCOs(44,45,49,52,55,57,59,60,63)	WCD	OWNER	APPROVED	Darren Gore	5/7/2024	5/8/2024	5/16/2024	0	\$ (4,667.40)		\$ 82,749.88
7	PCOs (65,66,67,68,69)	WCD	CONTRACTOR	APPROVED	Craig Tindall	6/3/2024	6/11/2024	7/1/2024	0	\$ 513.29		\$ 83,263.17
8	PCOs (8)	CCR	CONTRACTOR	APPROVED	Darren Gore	8/13/2024	8/13/2024	9/5/2024	0	\$ (30,723.02)		\$ 52,540.15
9												
10												
11												
12												
13												
	Totals								59	\$ (47,459.85)	\$ 122,681.10	\$ 52,540.15

A Contract Times Extension Requires City Council Approval

Abbreviations

RFP = REQUEST FOR PROPOSAL

FO = FIELD ORDER

WCD = WORK CHANGE DIRECTIVE

CCR = CONTRACTOR CHANGE REQUEST

					C	Change Control Breakdown				
CO#	CCD#	CCF#	PCO#	Description	Source	Change Origin	Ch	ange Amount	OH&P	Time Change
1	1	N/A		Structural Design	Bid Documents	Anex Space Structural Design (Columns, Piles & Beams)	\$	(27,953.78) \$	-	
1	1	N/A		Structural Design	Revised Structural Jan '24	Anex Space Structural Proprietary System & Redesign	\$	31,700.00 \$	4,755.00	35
1	1	N/A		Structural Design	Bid Documents	Filing Cabinet Supports	\$	(10,000.00) \$	-	0
1	1	N/A		Structural Design	Revised Structural Jan '24	Filing Cabinet Supports Proprietary System	\$	28,100.00 \$	4,215.00	0
1	1	N/A		Structural Design	Bid Documents	Shared Work Space (Beams & Stl Columns)	\$	(3,379.00) \$	-	0
1	1	N/A		Structural Design	Revised Structural Jan '24	Shared Work Space (Beams & Stl Cols) Proprietary System	\$	17,250.00 \$		0
1	1	N/A		Structural Design	Revised Structural Jan '24	Dumbwaiter Area Structural Updates	\$	2,363.47 \$	354.52	0
								TOTAL \$		35
2	N/A	N/A		Plumbing Fixtures	Plumbing Schedule (P1.2B)	RFI #1 - Fixtures not quantified in Plumbing Dwgs.	\$	28,000.00 \$		0
2	N/A	N/A		2x2 LED in offices	Arch & Elec drawings (A3.02)	Added 2x2 led lights in front reception areas	\$	750.00 \$	75.00	0
2	N/A	N/A		Accent Tile Wall Lights	Arch & Elec drawings (A3.02)	Added accent tile in lobby, added switch	\$	1,766.00 \$	176.60	0
2	N/A	N/A		Relocate (2) cameras		Relocate (2) cameras located in cashiers office	\$	737.00 \$	73.70	0
2	N/A	N/A		Add (6) cameras			\$	1,566.00 \$	156.60	0
2	N/A	N/A	40	Enlarged Trench Detail	BankPak Trench requirements	BankPak Trench requirements	\$	3,705.00 \$		0
2	N/A	N/A	13	ASI #1 & 1-A updates	A8.00	Interior painting C-1 added trim and millwork	\$	16,877.00 \$		0
2	N/A	N/A	35	Vector Fire Alarm items	Fire Alarm	(15) Flexible conduits and boxes for FA devices	\$	4,629.00 \$	462.90	0
2	N/A	N/A	36	Vector Fire Alarm items	Fire Alarm	Dryawll patching	\$	8,050.35 \$ TOTAL \$	805.04	0
NI/A	N/A	2	9	ACI #4 9 4 A	A2.02	Delegated deer and short and attended to the same	6		,	
N/A N/A	N/A N/A	3	33	ASI #1 & 1-A updates ASI #1 & 1-A updates	A2.02 ASI #1 additional finishes	Relocated door and changed swing at breakroom Unisex Restroom Locks	\$	1,047.54 \$ 299.98 \$	157.13 45.00	0
N/A N/A	N/A N/A	3	46	Storage Rm Wire Relo	E2.2	-	\$	299.98 \$ 410.00 \$	41.00	0
N/A	N/A	3	54	Screwoff existing floors	3,100 SF	Storage Room Relocation of Switches for room number 2	\$	1,426.43 \$	142.64	0
N/A	IN/A	3	54	Screworr existing floors	3, 100 SF		Ъ	1,426.43 \$ TOTAL \$	3,569.72	0
N/A	N/A	4	1	Kitchen Tile Deduct			\$	(3,589.00) \$	3,309.72	0
N/A	N/A	4	2	OG Crack Isolation Deduct			\$	(6,550.00) \$		0
N/A	N/A	4	3	New Underlayment/Crack	ASI # 1 & 1-A updates		\$	8,150.00 \$	815.00	0
N/A	N/A	4	4	Bridge Tile Deduct	ASI # 1 & 1-A updates		\$	(5,850.00) \$		0
N/A	N/A	4	5	ASI # 1 & 1-A updates	A8.00	Rubber Stair tread ST-1 added, includes LVT deduct	\$	4,165.00 \$	416.50	0
N/A	N/A	4	6	T-1 Changes to T2 RR	A0.00	Rubbel Gtall flead 61-1 added, illolades EV1 deddet	\$	(100.00) \$	- 10.50	0
N/A	N/A	4	7	T-2 Add in wing bathrooms			\$	7,395.00 \$	739.50	0
14//	14//		,	1 2 7 tad iii Willig Battill Collic			l $^{-}$	TOTAL \$	5,592.00	0
						repriming 1st ct, for 43 additional fire alarm locations/Cabinet		101712	0,002.00	•
3	N/A	5	51	Vector Fire Alarm items	Fire Alarm	Procurement delays	\$	3,110.00 \$	311.00	24
								TOTAL \$		24
N/A	N/A	6	44	Bank Pak Alts	Owner Request	Reuse of Safe-Credits	\$	(7,320.00) \$	-	0
N/A	N/A	6	45	Bank Pak Alts	Owner Request	Pneumatic Systems & Night Drop Specifications	\$	10,274.38 \$	1,027.44	0
N/A	N/A	6	49	Door Credits	Re-use of exhisting doors	Reuse of exhisting door Allowance Credit	\$	(10,137.00) \$	-	0
N/A	N/A	6	52	Site Credit	Site meeting with owner	Fire Hydrant relocation credit-removed from scope	\$	(2,500.00) \$	-	0
					-	Conduit and Boxes for Kiosk Cameras. Plans scope a #12 wire on a 20A				
N/A	N/A	6	55	Kiosk Camera Conduits	LV	circuit but a #10 wire on a 30A circuit was needed	\$	5,098.00 \$	509.80	0
N/A	N/A	6	57	Bank Pak trench sand	Bank Pak	Pneumatic tube required trench sand for bedding material	\$	2,765.00 \$	276.50	0
N/A	N/A	6	59	Window Allowance		Window Allowance credit	\$	(400.00) \$	_	0
N/A	N/A	6	60	Floor Outlets in offices	Owner Request	Additional Floor outlets in shared offices	\$	3,813.00 \$	381.30	0
N/A	N/A	6	63		Owner Request	Cabinet pulls and Knobs change	\$	799.07 \$	79.91	0
								TOTAL \$	4,667.40	0
				Relocation of 2 Floor Plugs in the			1			<u> </u>
N/A	N/A	7	65	Board Room	Owner Request	Existing floor plugs in an unsable location.	\$	872.00 \$	87.20	0
				Nightdrop wall modifications			1			<u> </u>
N/A	N/A	7	66	Interior/Exteriors	Night Drop Change	Brick	\$	650.00 \$	65.00	0
				Nightdrop wall modifications						
N/A	N/A	7	67	Interior/Exteriors	Night Drop Change	Framing	\$	1,300.00 \$	130.00	0
1 T	T			Nightdrop wall modifications						
N/A	N/A	7	68	Interior/Exteriors	Night Drop Change	Paint	\$	295.00 \$	29.50	0
				Nightdrop Credit & Envelope					<u> </u>	
N/A	N/A	7	69	Change	Night Drop Change	Owner Credit	\$	(3,583.63) \$	(358.36)	0
								TOTAL \$	(513.29)	0
8	N/A	8	8	GC's	PCO 8	Recoverable GC's	\$	30,723.02 \$	-	0
								TOTAL \$	30,723.02	0



Change Order

PROJECT: (name and address)

Murfreesboro Water Resources Department - Office Renovation 316 Rober Rose Dr

Murfreesboro, Tennessee 37129

CONTRACT INFORMATION:

Contract For: Murfreeboro Water Resources Department - Office

Renovation

Date:

CHANGE ORDER INFORMATION:

Change Order Number: 008

Date: 8/13/2024

OWNER: (name and address) CITY OF MURFREESBORO

111 WEST VINE STREET MURFREESBORO, Tennessee 37130 ARCHITECT: (name and address)

TO CONTRACTOR: (name and address)

Rock City Construction Company, LLC 1885 General George Patton Drive

Franklin, Tennessee 37067

THE CONTRACT IS CHANGED AS FOLLOWS:

CE #010 - Recoverable GC's per FA add On's and Cabinet Production Pause

This Change Order is for the additional GC cost incurred to the project due to Owner updates to the Fire Alarm, and pausing the production of cabinets the week it was scheduled to go into production by the subcontractor.

The additional time required to perform this scope of work due to these delays, was already added in the previously Owner issued CCF #5, for a total of 24 added days to the schedule.

As directed by the City of Murfreesboro, Rock City Construction is submitting this formal OCO #8 for the Gerneral Conditions Cost for the 19 days outside of the 25-day Elimination Period, totaling \$30,723.02, to be deducted from the Owner's Contingency as agreed by all parties.

This OCO will reduce the Owner Contingency from \$83,263.17 to \$52,540.15

PCO 008 CE #010 - Recoverable GC's per FA add on's and Cabinet **Production Pause**

\$0.00

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will will not be changed by this Change Order in the amount of \$ 2,084,256.00 \$ 122,681.10 \$ 2,206,937.10

\$ 0.00 \$ 2,206,937.10

The new Contract Sum including this Change Order will be

The Contract Time will not be changed

The new date Substantial Completion will be 7/26/2024

NOTE: This Change Order does not include adjustment in 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 the 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.

Docusign Envelope ID: BB3DB830-2FAA-4B8A-9C7B-60D395E2385C



DATE		DATE	DATE
8/29/2024		8/13/2024	9/5/2024
PRINTED NAME AND TI	TLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
Brandon Harvey	Architect	off Rercent dia Fontela PM	Darren W. Gore, City Manager
SIGNATURE		SIGNATURE	SIGNATURE
95		Florencia Fontela	San W. Goc
ARCHITECT (Firm name) DocuSigned by:		CONTRACTOR (Firm name)	OWNER (Firm Name)
		Rock City Construction Company, LLC	CITY OF MURFREESBORO

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(1932678762)

2

APPROMED AS TO FORM Adam 7 Tucker

Adam F. Tucker, City Attorney

Price of Time

Project Number: Project Name:

6230041 Murfreesboro Water Resources Admin Building Renovations

OCO #8 Procore: OCO #2 (GC's) Date Itemized: 7/22/2024 UPDATED PER OWNER BREAKDOWN REQUEST

24 Days - FA - Patch repairs & Paint/ Cabinet Production Pause.

Description	Period Cost	Period (Year, Month, Week, Day)	Cost Per Day	
Superintendent Salary	\$ 5,220.80	Week	\$ 745.83	
Superintendent Holiday Pay	\$ 124.76	Month	\$ 4.16	
Superintendent Vehicle	\$ 500.00	Month	\$ 16.67	
General Use Vehicles	\$ -	Year	\$ -	
Project Manager	\$ 2,300.00	Week	\$ 328.57	
PM Vehicle	\$ 250.00	Month	\$ 8.33	
Accountant	\$ 300.00	Month	\$ 10.00	
Project Engineer	\$ 1,600.00	Week	\$ 228.57	
Field Office	\$ -	Year	\$ -	
Field Office Equipment		Month	\$ -	
Computer	\$ 2,950.00	Year	\$ 8.08	
Printer/copier	\$ 2,100.00	Year	\$ 5.75	
Field Office Utilities		Year	\$ -	
Electricity		Year	\$ -	
Natural Gas		Year	\$ -	
Water Service		Year	\$ -	
Drinking Water	\$ 40.00	Month	\$ 1.33	
Telephone Service	\$ 150.00	Month	\$ 5.00	
On-site Storage		Year	\$ -	
Trailer		Year	\$ -	
Dumpster	\$ 1,081.12	Month	\$ 36.04	
Safety Program		Year	\$ -	
Cleaning	\$ 550.00	Month	\$ 18.33	
Site Toilet(s)	\$ 202.40	Month	\$ 6.75	
		Subtotal of Costs:	\$ 1,423.42	
		Insurances & Bonds	\$ 193.58	
		Total per Day:	\$ 1,617.00	
		24 Calendar day Delay		
		Claim of 4.5 Week Delay:	\$ 38,808.03	

Per Contract 25 days on GC

Impact cost to GC's 44 Days

*Per Contract -25 days = -20 Structural -5 days FA Repairs

19 Days Total

GC's

\$ 30,723.02

^{*20} Days = Erroneous Structural Design - Redesign

^{*9} Days = FA Patch Repairs per Owner consultant

^{*15} Days = Cabinet Production Pause Owner Request



APPROX. MONTHLY GENERAL REQUIREMENT COST

MWRD - Admin Building Renovations Murfreesboro, TN

Project#: 6230041 Log last updated: July 2024

Schedule Impact Log

#	DESCRIPTION OF DELAY / ISSUE	DATE IDENTIFIED	1ST LOST DAY	LAST LOST DAY	TOTAL LOST DAYS TO DATE	IMPACTED ACTIVITIES/TRADES	NOTES
1	Structural Re-design OCO #1 (CE #002)	11/14/2023	11/14/2023	1/31/2024	78 Calendar Days 55 Work Days	ALL Activities to begin progress in main building and Anex Building	RCCC extended schedule per OCO #1 35 working days delay issued. Per Owner GC's to be reviewed by Legal. RCCC Requested 20 financial days. Legal denied GC's on 4/9/24 due to 25 days needing to be covered by contractor per (the "Elimination Period").
2	ASI #1 - Design Updates OCO#2 (CE #003) - Critical Path Items	12/18/2023	1/15/2024	3/8/2024	53 calendar days 37 Working days	RCCC Absorbed into the schedule	Plumbing Fixtures, Enlarged Trench, Low Volt per Owner, FA per Owner
3	Notice of Delay Issued		1/23/2024		-		Letter issued due to Structural Delays
4	Notice of Delay Issued		2/5/2024				2nd letter issued due to structural Design Delays
5	Cabinet production Pause per owner request (supposed to be CO #7 for GC's Owner used OCO #7 for another item, this will be OCO #8 once approved).	2/23/2024	2/23/2024	3/15/2024	21 calendar days 15 working Days		15 Working Days
6	Fire Alarm Paint and Patches per Owners sub CO#5 - CCF #5 (supposed to be CO #7 for GC's Owner used OCO #7 for another item, this will be OCO #8 once approved).	3/12/2024	3/12/2024	4/30/2024	49 Calendar Days 35 Work Days	RCCC Only charged 9 days for the work to be completed and not the acutal delay time	Owner subcontractor opened walls that had already been completed and these had to be repaird, patched and painted. OCO Extension 9 days.
7	Cabinet Production Notice of Delay email		3/13/2024				
8							
9							
10							
11							
12							
13							
14 15							
15							
	TOTAL LOST DAYS (WORK DAYS)	59					
	ORIGINAL PROECT COMPLETION DATE	5/29/2024					
	PROJECT COMPLETION DATE IMPACTED BY LOST DAYS	7/27/2024					
		-	ı				
	MONTHLY GENERAL CONDITION COST						



ROCK CITY CONSTRUCTION COMPANY Official Rates – Effective June 1, 2024

HOURLY RATES w/o Markup

	<u>Trade</u> Superintendent	<u>Straight</u>	Time & a Half	Double Time	
	Assistant Superintendent	\$88.67	\$120.97	\$153.27	
	Superintendent	\$110.36	\$120.97 \$152.88	\$195.41	
	Superintendent - Large Project	\$110.50 \$130.52	\$132.56 \$182.56	\$234.60	
		4130:32	\$102.30	\$234.00	
	Chris Davis Top Tier Superintendent.				
	Laborer	\$64.88	\$87.13	\$109.38	
	Laborer Foreman	\$72.05	\$97.89	\$123.74	
	Carpenter	\$68.47	\$92.51	\$116.56	
	Carpenter Foreman	\$81.59	\$112.19	\$142.80	
	•		• Desirable international desirable and	le \$400 a month + Trave	۸I
			&Tolls		<i>5</i> 1
1	Managing Principal	\$200.00	\$500		
			ΨΟΟΟ		
	Project Executive	\$155.00			
•	Senior PM	\$135.00			
	Decision 186	444 5 00	D141// 1: 1		
	Project Manager	\$115.00	· ·	a month + Travel &Tolls	3
	Assistant Project Monagor	ተ ባባ ባባ	\$500		
	Assistant Project Manager	\$90.00			
4	Project Engineer	\$80.00			
	1 Toject Engineer	\$00.00			
	Project Coordinator	\$65.00			
	2 2 3 3 2 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4	700100			
	Project Accountant	\$80.00			
	•				
	Project Intern	\$45.00			

The above rates do not include overhead and profit. Overhead on self-performed work will be charged at 10% over the cost of work.

General Liability Insurance will be charged at a rate of 1.1%.

Expense Report

Report Name Florencia's Expenses - May 2024

Expense Owner Florencia Fontela

Expense Owner ID ffontela

Created By Florencia Fontela Submit Date Jun 3, 2024

To Be Paid In USD



Report ID: 0100-6677-5382

Please place this cover sheet in front of hardcopy receipt pages and then scan or fax to:

Email: expense@chromefile.com Fax: (214) 540-1162

Financial Summary

	Total (USD)
Total Expenses Reported	569.68
Amount Due Expense Owner	569.68

Expense Summary

Expense Type	Total (USD)
Car Allowance	400.00
Cell Phone Accessories	75.00
Mileage	37.36
Staff Meals & Entertainment	57.32
Total	569.68

Allocation

Allocations Charged	Total (USD)
6230021 Rock C	ity 75.00
FF-COLUMBIA STATE- (Pryor and Webster HVAC Updates)	•
6230021 Rock C	57.32
FF-COLUMBIA STATE- (Pryor and Webster HVAC Updates)	,
6230021 Rock C	itv 422.10
FF-COLUMBIA STATE- (Pryor and Webster HVAC Updates)	
6230041 Rock C	ity 15.26
FF-CITY OF MURFREE- (Murfreesboro Water Resources Departmen)	
Total	569.68

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Report ID 010066775382

Report Name Florencia's Expenses - May 2024

Expense Owner Florencia Fontela

 Date
 May 07, 2024

 Amount Spent
 15.26 USD

 Rate
 0.2000

 Distance
 76.32 Miles

Amount Deduction
Distance Deduction

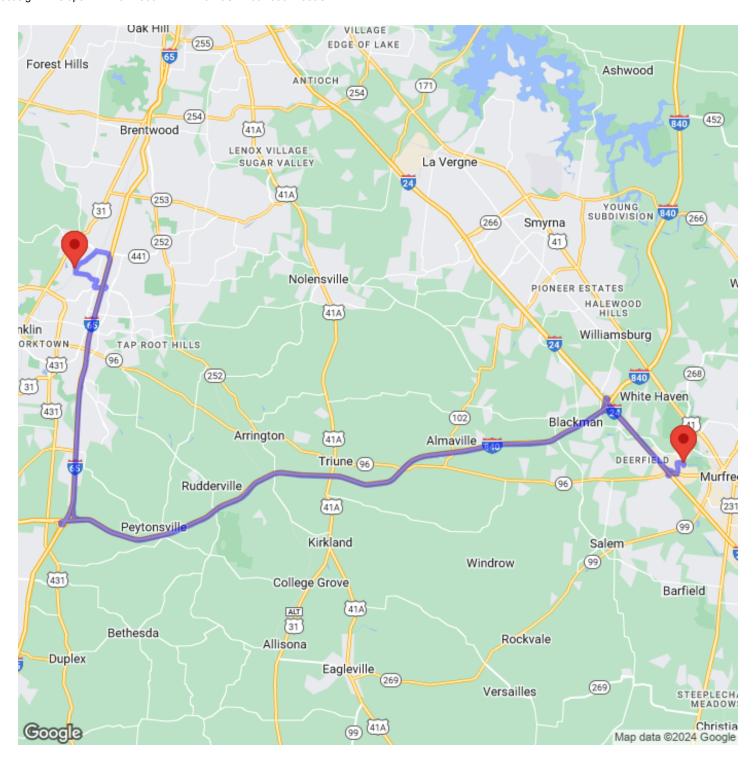
Allocation 6230041 FF-CITY OF MURFREE- (Murfreesboro Water Resources Departmen)

Business Purpose 1885 General George Patton Drive, Franklin, TN, USA

From 316 Robert Rose Drive, Murfreesboro, TN, USA
To 1885 General George Patton Drive, Franklin, TN, USA

То

rx.Observable@66f49089



Expense Report

Report Name Flo Expense Report - June 2024

Expense Owner Florencia Fontela

Expense Owner ID ffontela

Created By Florencia Fontela Submit Date Jul 12, 2024

To Be Paid In USD



Report ID: 0100-6788-4869

Please place this cover sheet in front of hardcopy receipt pages and then scan or fax to:

Email: expense@chromefile.com Fax: (214) 540-1162

Financial Summary

	Total (USD)
Total Expenses Reported	504.60
Amount Due Expense Owner	504.60

Expense Summary

Expense Type	Total (USD)
Car Allowance	400.00
Cell Phone Accessories	75.00
Mileage	29.60
Total	504.60

Allocation

	Allocations Charged		Total (USD)
	6230021	Rock City	29.60
	FF-COLUMBIA STATE- (Pryor a	nd Webster HVAC Updates)	
\perp	6230041	Rock City	75.00
	FF-CITY OF MURFREE- (Murfre	esboro Water Resources Departmen)	
a	6230041	Rock City	400.00
I	FF-CITY OF MURFREE- (Murfre	esboro Water Resources Departmen)	
Ī	Total		504.60

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Expense Report

Report Name Flo Expenses - July 2024 Expense Owner Florencia Fontela

Expense Owner ID ffontela

Created By Florencia Fontela
Date Jul 22, 2024

To Be Paid In USD



Report ID: 0100-6788-5006

Please place this cover sheet in front of hardcopy receipt pages and then scan or fax to: Email: expense@chromefile.com Fax: (214) 540-1162

Financial Summary

	Total (USD)
Total Expenses Reported	565.82
Amount Due Expense Owner	565.82

Expense Summary

Expense Type	Total (USD)
Car Allowance	400.00
Cell Phone Accessories	75.00
Mileage	45.33
Staff Meals & Entertainment	45.49
Total	565.82
Adjusted Total	0.00

Allocation

Allocations Charged		Total (USD)
6230021	Rock City	489.80
FF-COLUMBIA STATE- (Pryor and Webster HVA		
6230041	Rock City	45.49
FF-CITY OF MURFREE- (Murfreesboro Water Re	esources Departmen)	
6230041	Rock City	30.53
FF-CITY OF MURFREE- (Murfreesboro Water Re	esources Departmen)	
Total		565.82

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Expense Details

Expense Report Flo Expenses - July 2024 Alert Item Date Cost Code Disb Amt Pay Me Amt Type 3 07/02/2024 7140 Mileage 15.26 USD 15.26 USD **Business Purpose** From:: 1885 General George Patton Drive, Franklin, TN, USA Description To:: 316 Robert Rose Drive, Murfreesboro, TN, USA To:: 1885 General George Patton Drive, Franklin, TN, USA Receipt Attached: Yes Firm Paid: No 6230041 Rock City Acqui FF-CITY OF MURFREE-15.26 USD Allocations 01704 TRAVEL/TOLLS 1885 General George Patton Drive, Franklin, TN, USA Trip Info 316 Robert Rose Drive, Murfreesboro, TN, USA 38.88 1885 General George Patton Drive, Franklin, TN, USA 76.31 76.31 calculatedDistance 0.00 currentDeductionAmount deductionDefault currentDeductionType 76.31 Distance 0.2000 Rate Miles units 07/02/2024 7165 Staff Meals & Entertainme 45.49 USD 6 45.49 USD **Business Purpose** Description Intern, punch walk site visit Lunch Receipt Attached:Yes Firm Paid: No Adjusted Amt 0.00 USD 6230041 **Rock City Acqui** FF-CITY OF MURFREE-45.49 USD Allocations 01141 OFFICE **SUPPLIES** Core Life Eatery Merchant 07/03/2024 7140 Mileage 14.80 USD 14.80 USD **Business Purpose** From:: 1885 General George Patton Drive, Franklin, TN, USA Description To:: 1665 Hampshire Pike, Columbia, TN, USA To:: 1885 General George Patton Drive, Franklin, TN, USA Receipt Attached: Yes Firm Paid: No FF-COLUMBIA STATE- (14.80 USD 6230021 Rock City Acqui Allocations 01704 TRAVEL/TOLLS

1885 General George Patton Drive, Franklin, TN, USA

1665 Hampshire Pike, Columbia, TN, USA

Trip Info

37.49

Report ID: 0100-6788-5006

Expense Details

Expense Report

Flo Expenses - July 2024

Report ID: 0100-6788-5006

Item Date	Alert Co	ost Code	Тур	oe .	Disb Amt	Pay Me Amt
	1885 Genera	l George Patt	con Drive, Franklii			73.99
	calculatedDis	stance	73.9	9		
	currentDedu	ctionAmount				
	currentDedu	ctionType		uctionDefa	ult	
	Distance		73.9 0.20			
	Rate units		0.20 Mile			
	unics		1-1110	.5		
1 07/08/2024	A	7290	Cell Phone Acc	essories	75.00 USD	75.00 USD
Business Purpose						
Description					_	
	Firm Paid: No)				
Adjusted Amt						0.00 USD
Allocations	6230021	Rock Cit	y Acqui		IBIA STATE- (75.00 USD
				01704 IR	AVEL/TOLLS	
Warning	Receipts req		expenses.			
	Duplicate En	•				
Response			is fortuly			
		aplicate tills	- · ·	т.		
	Merchant		7113	· ·		
2 07/08/2024	A	7100	Car Allowa	ance	400.00 USD	400.00 USD
Business Purpose						
Description						
	Firm Paid: No					
Adjusted Amt						0.00 USD
Allocations	6230021	Rock Cit	y Acqui		IBIA STATE- (400.00 USD
				01/04 TR	AVEL/TOLLS	
Warning	Duplicate En	try				
Response	205: This is r	not a duplicat	e this is for July			
	Car Allowand	e Rate	400	.0000		
5 07/22/2024		7140	Mileage	e	15.27 USD	15.27 USD
Business Purpose	Framu 1995	Conoral Coo	rao Potton Drivo	Franklin Ti	N LICA	
Description	From:: 1885 General George Patton Drive, Franklin, TN, USA To:: 316 Robert Rose Drive, Murfreesboro, TN, USA					
			Patton Drive, Fra	•	USA	
	Receipt Atta	ched:Yes Firi	m Paid: No			
2 07/08/2024 Business Purpose Description Adjusted Amt Allocations Warning Response 5 07/22/2024 Business Purpose	Firm Paid: No. 6230021 Duplicate En 205: This is r Car Allowance From:: 1885 To:: 316 Rob To:: 1885 Ge	Rock Cite try not a duplicate e Rate 7140 General George ert Rose Driveneral George	Car Allowa Car Allowa Te this is for July 400 Mileage rge Patton Drive, re, Murfreesboro, Patton Drive, Fra	FF-COLUM 01704 TR. .0000 e Franklin, TI	15.27 USD	0.00 USD 400.00 USD

Expense Details

Report ID: 0100-6788-5006

Expense Report

Flo Expenses - July 2024

Item	Date	Alert	Cost Code	Туре	Disb Amt	Pay Me Amt
Allocatio	ns	6230041	Rock City A		MURFREE- AVEL/TOLLS	15.27 USD
Trip Info		316 Rober	rt Rose Drive, Murfr	Drive, Franklin, TN, USA eesboro, TN, USA Drive, Franklin, TN, USA		38.88 76.34
		calculatedDistance currentDeductionAmount currentDeductionType Distance Rate units		76.34 0.00 deductionDefau 76.34 0.2000 Miles	ult	

Report ID 010067885006

Report Name Flo Expenses - July 2024

Expense Owner Florencia Fontela

 Date
 Jul 02, 2024

 Amount Spent
 15.26 USD

 Rate
 0.2000

 Distance
 76.31 Miles

Amount Deduction
Distance Deduction

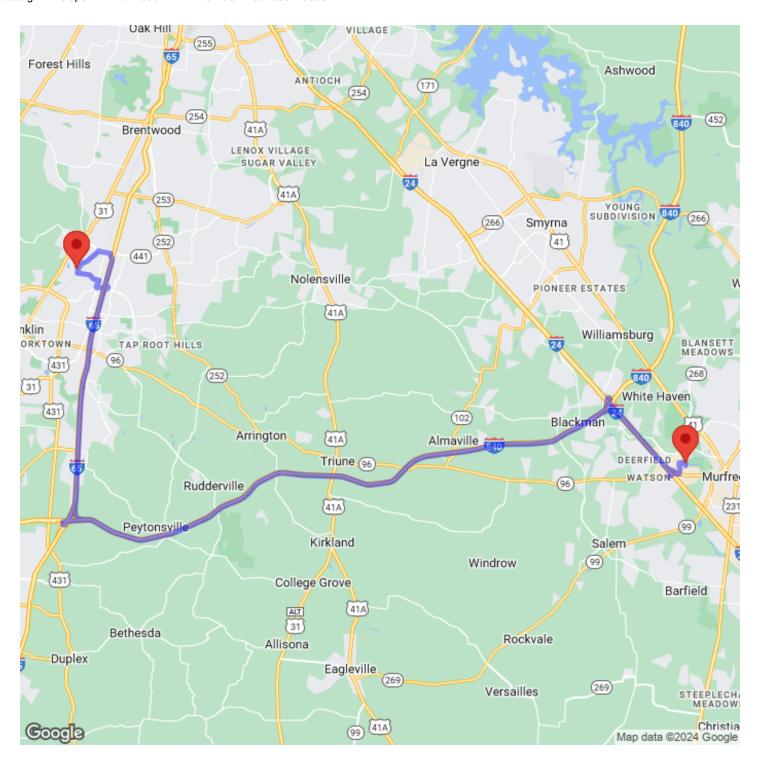
Allocation 6230041 FF-CITY OF MURFREE- (Murfreesboro Water Resources Departmen)

Business Purpose 1885 General George Patton Drive, Franklin, TN, USA

From 316 Robert Rose Drive, Murfreesboro, TN, USA
To 1885 General George Patton Drive, Franklin, TN, USA

То

rx.Observable@695f36bd



Report ID 010067885006

Report Name Flo Expenses - July 2024

Expense Owner Florencia Fontela

 Date
 Jul 22, 2024

 Amount Spent
 15.27 USD

 Rate
 0.2000

 Distance
 76.34 Miles

Amount Deduction
Distance Deduction

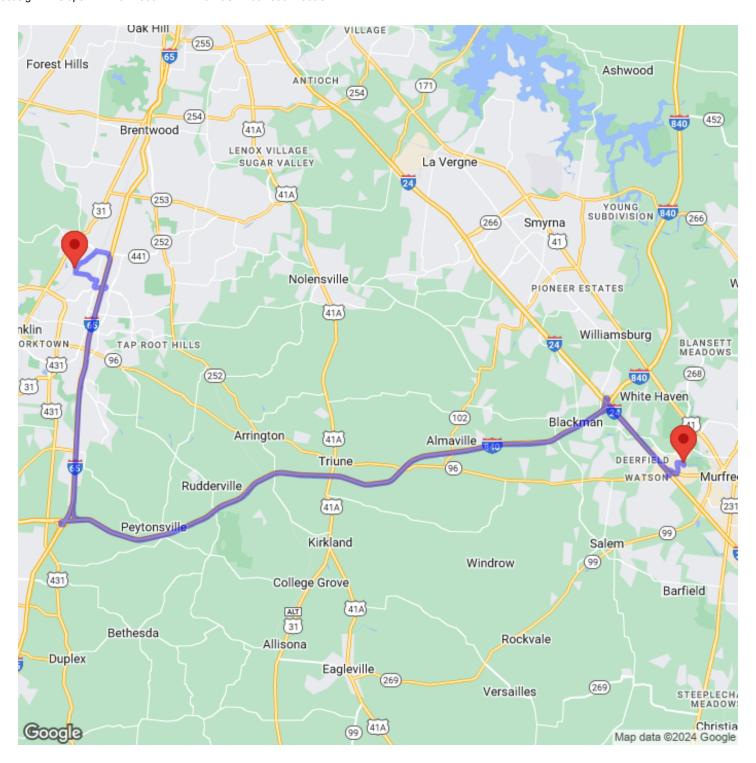
Allocation 6230041 FF-CITY OF MURFREE- (Murfreesboro Water Resources Departmen)

Business Purpose 1885 General George Patton Drive, Franklin, TN, USA

From 316 Robert Rose Drive, Murfreesboro, TN, USA
To 1885 General George Patton Drive, Franklin, TN, USA

То

rx.Observable@6aa8daf8



CoreLife - Murfreesboro

2330 Medical Center Pkwy Suite F Murfreesboro, TN 37129 Phone 6159560150

7/2/2024 12:30:31 PM Order Id: AABMXMB4ACBR #72 - For Here Employee: Penny Godwin 1 REG STEAK BACON RIFU \$11,45 1 REG SPICY THAI CHILKEN RICE NOO \$10.65 1 CHOOSE TWO 1 REG BYO ORIG STK BOWL \$11.45 1 Craft Made Beverage \$2.50 Sub Total \$36,05 Sales Tax \$3,51 Order Total \$39.56 Visa \$39.56 TIP AMOUNT \$5.93 AUTHORIZED AMOUNT \$45,49 Gard#: ************7629

APPROVAL: 00885D

Authorization: 00885D

POS REF: T

AID: A0000000031010 TVR: 0000000000

APP LABEL: VISA CREDIT

BATCH #: 184001

ENTRY METHOD: NFC Entry

--> Order Closed <--

Thank You!

Loyalty Summary

5465350592585

INVOICE

Invoice ID: 0500-4208-5925

Vendor VANNGO LUXURY MOBILE RESTROOMS & PORTABLE

Requester Arnel Alekic [Account Coordinator | aalekic | aalekic]

Created By OCRVision OCRVision [| ocrvision | ocrvision]

Create Date 05/01/2024

Invoice Information

Vendor VANNGO LUXURY MOBILE RESTROOMS & PORTABLE

[VANLU010]

Address VANNGO LUXURY MOBILE RESTROOMS & PORTABLE

[REMIT TO]

1784 W NORTHFIELD BLVD #137

MURFREESBORO, TN 37129

UNITED STATES

Invoice Number 118241

Invoice Date 05/01/2024

Invoice Amount 101.20 USD

Description 6230041 05/01-05/28

MultipleCompanies No

PaymentType Check

Company Rock City

Prior Approvers

05/01/2024 Arnel Alekic Account Coordinator | aalekic | aalekic |

05/01/2024 Florencia Fontela Project Manager - RCCC | ffontela | ffontela | 05/03/2024 Leslie Stieber Project Accountant - RCCC | Istieber | Istieber |

05/08/2024 Arnel Alekic[Account Coordinator | aalekic | aalekic]

Invoice Notes

O OCRVision 05/01/2024 10:14 AM

Email address of sender: ap@rockcityconstruction.com. Email received timestamp: 05/01/2024 15:14 UTC

Allocation Details

Amount [USD]

Invoice ID: 0500-4208-5925

Billable		101.20
Amount To Be Expensed		101.20
6230041-01170	Rock City Acquisition Co., LLC 01170 TEMP TOILETS	
Line	0001	
Description	6230041 05/01-05/28	
Company	Rock City	
LaborInvoice	NO	
TaxExempt	No	
Allocation Summa	ry	Amount (USD)
6230041-01170	Rock City Acquisition Co., LLC FF-CITY OF MURFREE- (Murfreesboro Water Resources Departmen)	101.20
	-01170 TEMP TOILETS	
Expense Summar	y Amount (USD)	
Billa	ble 101.20	

INVOICE

Invoice ID: 0500-4250-2495

Vendor VANNGO LUXURY MOBILE RESTROOMS & PORTABLE

Requester Monica Toribio [Accounting Coordinator | mtoribio]

Created By OCRVision OCRVision [| ocrvision | ocrvision]

Create Date 05/29/2024

Invoice Information

Vendor VANNGO LUXURY MOBILE RESTROOMS & PORTABLE

[VANLU010]

Address VANNGO LUXURY MOBILE RESTROOMS & PORTABLE

[REMIT TO]

1784 W NORTHFIELD BLVD #137

MURFREESBORO, TN 37129

UNITED STATES

Invoice Number 119128

Invoice Date 05/29/2024

Invoice Amount 101.20 USD

Description 6230041 05/29-06/25

Company Rock City

PaymentType Check

MultipleCompanies No

Prior Approvers

05/30/2024	Monica Toribio[Accounting Coordinator mtoribio mtoribio]
05/30/2024	Florencia Fontela[Project Manager - RCCC ffontela ffontela]
06/04/2024	Leslie Stieber[Project Accountant - RCCC Istieber Istieber]
06/05/2024	Monica Toribio[Accounting Coordinator mtoribio mtoribio]

Invoice Notes

O OCRVision 05/29/2024 06:02 PM

Email address of sender: ap@rockcityconstruction.com. Email received timestamp: 05/29/2024 23:02 UTC

Allocation Details

Amount [USD]

Invoice ID: 0500-4250-2495

Billable		101.20
Amount To Be Expensed		101.20
6230041-01170	Rock City Acquisition Co., LLC 01170 TEMP TOILETS	
Line	0001	
Description	6230041 05/29-06/25	
LaborInvoice	NO	
Company	Rock City	
TaxExempt	No	
Allocation Summa	ry	Amount (USD)
6230041-01170	Rock City Acquisition Co., LLC FF-CITY OF MURFREE- (Murfreesboro Water Resources Departmen)	101.20
	-01170 TEMP TOILETS	
Expense Summar	Amount (USD)	
Billa	le 101.20	



J & J SERVICES, INC. A WASTE CONNECTIONS COMPANY 1125 FOSTER AVE NASHVILLE, TN 37210-4405 DISTRICT NO. 6036

ACCOUNT NO. INVOICE NO. STATEMENT DATE DUE DATE BILLING PERIOD

Customer Service

Customer Service

6036-648487-076 6025767W036 07/01/24 07/20/24 06/01/24-06/30/24

PAGE

FOR ASSISTANCE CALL One Time Payments

800-457-1379 615-649-5772 615-599-7778

ROCK CITY CONSTRUCTION - RO 316 ROBERT ROSE DR MURFREESBORO, TN 37129

INVOICE STATEMENT

Date	Description		Amount
	Previous Balance		\$ 234.88-
	Service Location	Rock City Construction - Ro 316 Robert Rose Dr	
05/31/24	Acct #648487-076 Inactivity Fee	4 Each @ \$9.00	\$ 36.00
06/03/24	Disposal Fee Over 4 Tons	4 Each @ \$0.00	\$0.00
00/03/24	178274	PO#Free Tons 4.00	
06/03/24	Disposal Fee Over 4 Tons	2.79 @ \$80.00	\$ 223.20
50.00.2	178274	40-201-000-0 18 (200-000-000)	
06/03/24	Final Pull 30 Yd - Ro	1 Each @ \$965.00	\$ 965.00
	820533		
06/26/24	Inactivity Fee	1 Each @ \$9.00	\$ 9.00
	Fuel & Material Surcharge		\$ 82.80
	Current Charges And Fees		\$ 1,316.00
	Total Due		\$ 1,081.12

While historically J&J Services has not charged any additional fuel surcharges, due to recent world events and rising fuel prices, we have been forced to institute a fuel surcharge to cover our increased cost of doing business. These fuel surcharges will fluctuate up and down based on current fuel prices. We appreciate your business and look forward to continuing to work with you.

VIEW/PAY YOUR BILL ONLINE! * Make payments * Set up recurring payments * *Access your account 24/7 *Go paperless * View Statements * *It's FREE! There is no charge to view or pay your bill on our website* Go to myaccount.wcicustomer.com and follow the online bill pay prompts to register today.

Please remit to the address below and return your remit stub with your payment.

ИИИИИИИИИИ



J & J SERVICES, INC. A WASTE CONNECTIONS COMPANY 1125 FOSTER AVE NASHVILLE, TN 37210-4405 ACCOUNT NO. INVOICE NO. STATEMENT DATE DUE DATE PAY THIS AMOUNT 6036-648487-076 6025767W036 07/01/24 07/20/24 1,081.12

WRITE AMOUNT PAID

\$

ROCK CITY CONSTRUCTION 1885 GENERAL GEORGE PATTON DR FRANKLIN, TN 37067 MAIL PAYMENT TO: J & J SERVICES, INC. A WASTE CONNECTIONS COMPANY PO BOX 535233 PITTSBURGH, PA 15253-5233

<printer@bulley.com>

Attached I mage <printer@bulley.com> Mon, Jul 1, 2024 at 06:10 PM UTC CC: BCC:

1 attachment

UNIFLOW_1FL-Copier_0037_001.pdf



RE: [EXTERNAL]- Re: Rock City Request for Adjustment of Contract Time and Contract Sum regarding 316 Robert Rose Drive

Florencia Fontela <ffontela@rockcityconstruction.com>

Mon, Jul 22, 2024 at 4:27 PM

To: Jennifer Tag <jtag@murfreesborotn.gov>

Cc: James Hill jhill@murfreesborotn.gov>, Scott Elliott <selliott@murfreesborotn.gov>, William Harwood <whardwood@rockcityconstruction.com>, Chris Davis <cdavis@rockcityconstruction.com>, Brian Koelsch

<b

Good afternoon Jennifer,

Per your previous request, I broke every item down as much as possible. Please find the updated breakdown for CO #2 (Our OCO #8). Due to going back through specifics some of the numbers have changed. Let me know if you have any further questions.

I have also attached our schedule impact log where we show all design and owner delays and the accommodations we made to keep the project moving along and not charge unnecessary GC's.

Please let us know if you have any questions.

Sincerely,

On Thu, Jun 27, 2024 at 11:36 AM Jennifer Tag < jtag@murfreesborotn.gov> wrote:

Sounds good, thank you!

Thank you,

Jennifer M. Tag

Assistant City Attorney

City of Murfreesboro

111 W. Vine Street

Murfreesboro, TN 37130

o: 615.849.2616 x1310

c: 615.684.9927

e: jtag@murfreesborotn.gov

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From: Florencia Fontela <ffontela@rockcityconstruction.com>

Sent: Thursday, June 27, 2024 10:37 AM

To: Jennifer Tag < jtag@murfreesborotn.gov>

Cc: James Hill <jhill@murfreesborotn.gov>; Scott Elliott <selliott@murfreesborotn.gov>; William Harwood <whardwood@rockcityconstruction.com>

Subject: Re: [EXTERNAL]- Re: Rock City Request for Adjustment of Contract Time and Contract Sum regarding 316 Robert Rose Drive

Jennifer, I apologize for the delay. I am out of town this week. I will get you the requested information as soon as I get back next week.
Sincerely,
Florencia
Get Outlook for iOS
From: Jennifer Tag < jtag@murfreesborotn.gov> Sent: Friday, June 21, 2024 9:33:29 AM To: Florencia Fontela <ffontela@rockcityconstruction.com> Cc: James Hill < jhill@murfreesborotn.gov>; Scott Elliott < selliott@murfreesborotn.gov> Subject: RE: [EXTERNAL]- Re: Rock City Request for Adjustment of Contract Time and Contract Sum regarding 316 Robert Rose Drive</ffontela@rockcityconstruction.com>
Good morning Florencia,
Thanks again for being patient as I get back to you on this. The document you provided includes a description column and a period cost column. While I understand 316 Robert Rose is not yet complete, in anticipation of potential direct costs for delay and your request below, can you provide documentation to support each of the period cost figures you have in your attached document?
Thank you,
Jennifer M. Tag
Assistant City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
o: 615.849.2616 x1310
c: 615.684.9927

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From: Florencia Fontela <ffontela@rockcityconstruction.com>

Sent: Monday, June 10, 2024 2:38 PM

e: jtag@murfreesborotn.gov

To: Jennifer Tag <jtag@murfreesborotn.gov>

Docusign Envelope ID: BB3DB830-2FAA-4B8A-9C7B-60D395E2385C

Cc: James Hill </br>
Jhill@murfreesborotn.gov>; Scott Elliott <selliott@murfreesborotn.gov>

Subject: Re: [EXTERNAL]- Re: Rock City Request for Adjustment of Contract Time and Contract Sum regarding 316 Robert Rose Drive

Good afternoon Jennifer,

Last week at our OAC we finalized the additional time delays presented in February and March, due to Owner consultant added repairs, and Cabinet production pause by Owner.

Based on the Elimination Period of 25 days per Section 8.3.3.1. and the previous Structural re-design delays of 20 days, please confirm if 5 days are to be removed from the noted 24 days delay.

Please see attached breakdown for these. If this is acceptable, I will consult with James, Scott and MWRD if the direct costs related to this delay will be coming out of contingency.

GC's Delays						\$/Day	Day Claimed	Total	Review with attorney	\$/GC's	Issued	4
Structural	9 Week Delay	11/15/2023	2/4/2024	4 Weeks (20) Days Structural Claimed		1322.94	20	26458.80	25 days to be covered by GC	\$ -	Yes	4
FA patches repaint	2 Week Delay	3/4/2024	3/15/2024	9 Days Claimed		1322.94	9	11906.46	(-5) days TBD	\$ 5,291.76	No	4
Cabinet delay	3 Week Production Pause	2/23/2024	3/15/2024	15 Days Claimed for pausing production		1322.94	15	19844.10	TBD	\$19,844.10	No	
								\$ 31,750.56	FA & Cabinets GC's Claim			
				OCO#7 Pertainin	ng to CCF #5			TBD		24 Days	\$ 25,135.86	(per J TBD - 5)

Sincerely

On Thu, Apr 25, 2024 at 10:04 AM Jennifer Tag <i tag@murfreesborotn.gov> wrote:

Received, thank you.

Please do not forward this email, as it contains attorney-client communication. I am happy to discuss via phone how and what information from Legal may be relayed to those outside the City.

Thank you,

Jennifer M. Tag

Assistant City Attorney

City of Murfreesboro

111 W. Vine Street

Murfreesboro, TN 37130

o: 615.849.2616

c: 615.684.9927

e: jtag@murfreesborotn.gov

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From: Florencia Fontela <ffontela@rockcityconstruction.com> Sent: Thursday, April 25, 2024 9:44 AM To: Jennifer Tag <itag@murfreesborotn.gov> Cc: James Hill <ihill@murfreesborotn.gov>; Roman Hankins <rhankins@murfreesborotn.gov>; Adam Tucker <atucker@murfreesborotn.gov>; Darren Gore <dgore@murfreesborotn.gov> Subject: Re: [EXTERNAL]- Re: Rock City Request for Adjustment of Contract Time and Contract Sum regarding 316 Robert Rose Drive</dgore@murfreesborotn.gov></atucker@murfreesborotn.gov></rhankins@murfreesborotn.gov></ihill@murfreesborotn.gov></itag@murfreesborotn.gov></ffontela@rockcityconstruction.com>
Good morning Jennifer,
I apologize I have been out sick.
Please note that our posted labor rates include total compensation, including all benefits. We typically review and update our labor rates every June 1st to account for salary increases.
Let me know if you have any other questions.
Sincerely,
On Wed, Apr 17, 2024 at 12:42 PM Jennifer Tag <jtag@murfreesborotn.gov> wrote:</jtag@murfreesborotn.gov>
Good afternoon, Florencia,
Thank you for the additional information. An initial point of clarification, line item 1, the Superintendent Salary cost, is \$5240/week – is that base salary or total compensation (including benefits, retirement contributions, etc.)? This clarification from you may be helpful in the future should any further delays occur and/or there are additional requests for direct costs under Section 8.3.3.1.
As we reviewed the documentation provided for direct costs related to this delay, the amount of \$1,322.94 per day came to a total request of \$26,458.80. In doing the math, that is a request for twenty (20) additional days of work due to delay (26,458.80 / 1322.94 = 20).
A delay of 20 days is still within the Elimination Period of 25 days per Section 8.3.3.1. Therefore, there is no adjustment to be made to the Contract Sum based upon direct costs at this time.
Thank you,
Jennifer M. Tag
Assistant City Attorney
City of Murfreesboro
111 W. Vine Street
Murfreesboro, TN 37130
o: 615.849.2616
c: 615.684.9927
e: jtag@murfreesborotn.gov

Docusign Envelope ID: BB3DB830-2FAA-4B8A-9C7B-60D395E2385C

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S T	From: Florencia Fontela fontela@rockcityconstruction.com Font: Monday, April 15, 2024 12:05 PM For: Jennifer Tag fag@murfreesborotn.gov For: Jennifer Tag fag@murfreesborotn.gov ; Roman Hankins fanklins@murfreesborotn.gov ; Adam Tucker fatucker@murfreesborotn.gov ; Darren Gore faggore@murfreesborotn.gov Foundation of the fatucker of the fatuc
	You don't often get email from ffontela@rockcityconstruction.com. Learn why this is important
	Good afternoon Jennifer,
Т	hank you for your patience, please find the attached breakdown of our daily GC's for the MWRD Project, along with the original delay letter sent in on January 26th.
F	Please let me know if you need further breakdown, or additional information.
S	Sincerely,
	On Tue, Apr 9, 2024 at 3:10 PM Jennifer Tag <jtag@murfreesborotn.gov> wrote:</jtag@murfreesborotn.gov>
	Ms. Fontela,
	Please see the attached letter. Thank you.
	Thank you,
	Jennifer M. Tag
	Assistant City Attorney
	City of Murfreesboro
	111 W. Vine Street
	Murfreesboro, TN 37130
	o: 615.849.2616
	c: 615.684.9927
	e: jtag@murfreesborotn.gov

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9 attachments

- Breakdown of GCs for OCO2 FA & Cabinet production pause UPDATED.pdf 27K
- Dumpsters June.pdf 325K
- Vanngo May1.pdf 82K
- Vanngo May2.pdf
- JUne Flo Expense summary.pdf 64K
- July Flo Expense summary.pdf
- May Flo Expense summary.pdf 215K
- MWRD Schedule Impact Log July.pdf 84K
- Rock City_OCO #8 GC COSTS.pdf 278K

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Mobility FirstNet Services

Department: Information Technology Department

Presented by: Ronald Head, Assistant Director

Requested Council Action:

Ordinance	
Resolution	
Motion	\boxtimes
Direction	
Information	П

Summary

Consider approval for Mobility FirstNet Services agreement.

Staff Recommendation

Staff recommends approval of the Participation Agreement with AT&T Corp.

Background Information

Seeking approval to enter into a Participation Agreement with AT&T Corp. for FirstNet, a high-speed wireless broadband network dedicated to public safety communications. Provides dedicated features by leveraging AT&T's infrastructure and resources.

Council Priorities Served

Expand infrastructure

Improves infrastructure by expanding reliable wireless coverage and improving communication with a seamless technology integration and disaster preparedness.

Maintain Public Safety

Provides a dedicated, reliable network for critical infrastructure departments, ensuring priority communication and faster response times during emergencies.

Operational Issues

This service provides enhance security, better rural coverage while providing scalable solutions for operations, and continuity during disasters. Integration improves coordination and efficiency, providing real-time communication and faster response to critical incidents, reducing risk, and enhancing public safety.

Fiscal Impact

The expense, historically ranging from \$5,000 to \$40,000, is funded by individual department's operating budgets. This expense is only incurred during emergency events.

Attachments

NPPGOV PARTICIPATION AGREEMENT



Location ID:20730761606

NPPGOV PARTICIPATION AGREEMENT COVER PAGE

 SELLER:
 AT&T Corp.

 CONTRACT NUMBER:
 PS20255

 NPPGov Member ID Number:
 M-5808229

City of Murfreesboro			(615) 849-2629
Participating Agency Legal Name	("Participating Agency")	D/B/A	Main Telephone Number
111 West Vine Street	Murfreesboro	TN	37130
Street Address	City	State	ZIP Code
Shane McFarland, Mayor smcfarland@murfreesborotn.gov			(615) 849-2629
Primary Contact Name and Ema	nil		Primary Contact Telephone Number

nmary Contact Name and Email Primary Contact Telephone Number

Agreement: This Participation Agreement between Participating Agency, on behalf of itself, and AT&T Corp ("AT&T" or "Seller"), on behalf of itself and its service providing Affiliates, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, (c) applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement(Section 4-Table 4), (d) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information and (e) all AT&T materials incorporated by reference in the foregoing, including applicable Attachments found at the Service Publication identified in the selected Pricing Schedules and the Sales Information including, without limitation those documents referenced in §§3(ii) and (iii) (collectively, the "Participation Agreement").

In the event of a conflict or inconsistency between the terms of the Participation Agreement and the terms contained in the Pricing Schedule, the terms of the Pricing Schedule in Section 4- Table 4 shall prevail.

By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "Participation Agreement Effective Date").

Participating Agency	AT&T Corp
(by its authorized representative)	(by ids authorized representative)
Ву:	BMark Flister
Name:	Name:
Title:	Title: Lead Contract Manager
Date:	Date: 2/21/2024

APPROVED AS TO FORM

DocuSigned by:

Adam 7. Tucker

43A2135551FF40Tucker, City Attorney

FN Turnkey Offer	AT&T and Participating Agency	nppgov_participation_agreement_cover_page
Murfreesboro PA MF7988 020824 SR-561391	Information	
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1. Address for Notices. All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name	City of Murfreesboro	
Address	111 West Vine Street Murfreesboro, TN 37130	
Telephone Number	615-849-2629	
Fax Number		
Attention	Shane McFarland, Mayor	
Federal Tax ID	621823874	

2. Recitals.

- **2.1** AT&T and League of Oregon Cities ("LOC") entered into that certain Master Price Agreement dated November 18, 2015, as amended (the "Master Price Agreement") (at times, the Master Price Agreement and the Participation Agreement are referred to collectively as the "Agreement").
- **2.2** Participating Agency is a governmental agency and a "Participating Agency" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Master Price Agreement.
- 3. Agreement. In consideration of the recitals set forth in §2 above, which are hereby re-stated and agreed to by the parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, AT&T and Participating Agency hereby agree to the terms and conditions of (i) the Master Price Agreement; (ii) the Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement that Participating Agency has selected in §4—Pricing Schedules immediately below, which such selected Pricing Schedules are incorporated herein by this reference, (iii) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information for such selected Services that Participating Agency has selected, which such terms and conditions are incorporated herein by this reference, and (iv) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement and incorporated herein by this reference (Exhibit C, at times, referred to herein as the "Product and Service Agreement Terms"). Access to the Master Price Agreement including Exhibit A and Exhibit C is available at www.NPPGOV.com. Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

4. Pricing Schedules.

TABLE 4 PRICING SCHEDULES				
Please Check Selected Pricing Schedule	Pricing Schedule	Participating Agency		
X	Sub-Exhibit A-1: Mobility Services			

- **5. Adoption of Agreement.** Participating Agency acknowledges and agrees that it is participating pursuant to the Agreement and that LOC and AT&T may modify the Agreement at any time. Participating Agency acknowledges and agrees that it has no right whatsoever to modify the Agreement including, without limitation, the Pricing Schedule(s) thereto.
- **Service.** AT&T agrees to provide Service to Participating Agency pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participating Agency acknowledges and agrees that it is liable for all charges incurred hereunder by Participating Agency.
- 7. **Purchased Equipment Payment Options**. AT&T offers installment payment options for certain Purchased Equipment that require its Participating Agencies to execute a corresponding installment payment agreement. In the event Participating Agency opts to use one of these installment payment options, then: (a) Participating Agency will be required to execute such an installment.

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payment agreement, and (b) Participating Agency represents, warrants, and covenants that(i) its participation in the installment payment option does not and will not violate any applicable procurement rules in effect as of the effective date(s) of the purchase(s) of Purchased Equipment in connection with any installment payment option; (ii) its participation in the installment payment option does not and will not disqualify AT&T from, or otherwise impair AT&T's participation in, any future procurements with the Participating Agency; and (iii) Participating Agency has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

- **8.** Representations and Warranties. Participating Agency hereby represents and warrants that (i) it is a member in good standing of NPPGov and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request. Participating Agency also hereby represents and warrants that it is not a non-profit entity as that term is defined by United States Tax Code; provided, however, that Volunteer Fire Departments organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Participation Agreement and shall be treated as Participating Agencies for all purposes herein.
- **9. Term.** The term of this Participation Agreement will run concurrently with the term of the Pricing Schedules identified in Section 4 above. In the event the Master Price Agreement is terminated prior to the expiration of the Pricing Schedules, the term of each Pricing Schedule shall continue through the term identified in that Pricing Schedule. Any Services identified on the AT&T NPPGov Program Website which, by their terms, are to exist for a specific period of time, will survive any termination or expiration of this Participation Agreement.
- 10. Reserved.
- 11. Default and Termination of Participation Agreement.
- 11.1 Participating Agency Default; Termination by AT&T. Participating Agency agrees that it will be an event of default hereunder if: Participating Agency is no longer a Participating Agency under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement.
- **12. Liability.** See Product and Service Agreement Terms.
- **13. Infringement.** See Product and Service Agreement Terms.
- 14. Financial Responsibility. Participating Agency must pay for all charges incurred under the Participation Agreement.
- **15. Invoicing Options.** See the Pricing Schedule and the Product and Service Agreement Terms.
- **16. Termination/Cancellation Fee.** See the Pricing Schedule and the Product and Service Agreement Terms.
- **17. Good Faith Cooperation.** With respect to all marketing responsibilities set forth herein, Participating Agency and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Participating Agency's employees aware of the available discounts offered under this Participation Agreement.
- **18. Resale and Other Prohibited Uses.** Participating Agency is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.
- 19. Consent to Disclosure. Participating Agency consents to the disclosure by AT&T to LOC of information regarding Participating Agency's involvement and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Agency's participation under the Agreement, and such similar information arising in connection with the Agreement.

20. FirstNet Standard Plans; FirstNet Special Plans; and Recurring Credits.

AT&T will provide Participating Agency the custom offers described in this §20 (collectively, the "Custom Offers"). All Custom Offers are available for the term of the Participation Agreement. Notwithstanding any order of precedence provisions in the Agreement to the contrary, to the extent of any conflict between the terms and conditions of this §20 and the FirstNet Service Guide, any other applicable Service Guides, and applicable Sales Information, this §20 will control.

- **20.1 FirstNet Standard Plans.** AT&T will provide Participating Agency the ability to purchase FirstNet Plans as described in the AT&T FirstNet Solution Service Guide (the "Standard FirstNet Plans"). Participating Agency may purchase The Standard FirstNet Plans for its authorized employees, contractors and agents who perform the job duties related to Participating Agency's approved FirstNet use cases (Participating Agency's "Agency Paid Users").
- **20.2 FirstNet Special Plans.** AT&T will provide Participating Agency the ability to purchase the FirstNet Special Plans described herein (the "FirstNet Special Plans"). FirstNet Special Plans are available for the term of the Participation Agreement. Except as modified below, the FirstNet Special Plans are subject to the FirstNet Standard Plan's terms and conditions. The FirstNet Standard Plans and the FirstNet Special Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to Agency Paid Users, except as set forth in this §20.2.

TABLE 20.2 FirstNet Special Plans

FirstNet Special Plans	Eligibility Requirements			
FirstNet Mobile Special Select Unlimited –	Activate a new Agency Paid User line of service on, or migrate an existing Agency			
Standard Plan for smartphones	Paid User line of service to, the corresponding FirstNet Special Plan during the			
("Special Plan 1")	Offer Period			
FirstNet Mobile Special Select Unlimited –	Activate a new Agency Paid User line of service on, or migrate an existing Agency			
Enhanced Plan for smartphones	Paid User line of service to, the corresponding FirstNet Special Plan during the			
("Special Plan 2")	Offer Period			
FirstNet Mobile Special Core Unlimited –	Activate a new Agency Paid User line of service on, or migrate an existing Agency			
Standard Plan for Tablets/MiFi/USB	Paid User line of service to, the corresponding FirstNet Special Plan during the			
("Special Plan 3")	Offer Period			
Applicable Sales Information incorporated by reference into the Agreement. Sales Information found at				
www.firstnet.com/firstnetextprimaryselect and www.firstnet.com/firstnetextprimary core.				

20.3. Recurring Credits on FirstNet Special Plans. Custom Equipment Pricing via Credits is available for the term of the Participation Agreement.

TABLE 20.3 RECURRING CREDITS ON FIRSTNET SPECIAL PLANS

Recurring Credit Amount	FirstNet Special Plan*	Eligibility Requirements
\$5.00/month	Special Plan 1	Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period; and
\$7.50/month	Special Plan 2	Each eligible Agency Paid User line must continue to be on the corresponding FirstNet Special Plan at the time the Recurring Credit is applied. **
\$10.00/month	Special Plan 3	 Activate a new Agency Paid User line of service on the corresponding FirstNet Special Plan during the Offer Period; and Each eligible Agency Paid User line must continue to be on the corresponding FirstNet Special Plan at the time the Recurring Credit is applied. **

*Except as modified, the FirstNet Special Plans are subject to the terms and conditions set forth in the applicable Sales Information.

**Each Recurring Credit will appear on the applicable invoice as a per line credit applied to the Monthly Service Charge before application of discounts, taxes, surcharges and fees assessed on the FirstNet Solution. It may take up to 2 billing cycles after activation for the Recurring Credit to appear.

Section 21. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the Participation Agreement; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 22. Entire Agreement. The Master Agreement and this Participating Agreement set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

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NPPGov PRIMARY USERS Exclusively for state and local government public safety entities and their Agency Paid users

Mobile-Pooled & Mobile-Unlimited Plans

FOR THE FIRSTNET EVOLVED PACKET CORE

Get talk, text and flexible pooled or unlimited data

All FirstNet Mobile-Pooled & Mobile-Unlimited plans include:

- Unlimited talk & text on smartphones and feature phones in the U.S. and its territories
- Unlimited talk & text to and in Canada and Mexico¹
- No roaming charges in U.S. territories, Canada and Mexico
- Access to FirstNet 5G service2 and 5G+ millimeterWave (5G+ mmWave) service2, where available. Requires a FirstNet 5G rate plan, FirstNet SIM, compatible 5G device, and no custom APN (in limited locations in the U.S. only. NOT available outside of U.S.). Other restrictions apply.
- Choice of pooled or unlimited data to fit your agency's budget and needs
- Available for use with subsidized and unsubsidized devices (availability of subsidized devices varies by customer and location)
- First Priority® priority and preemption capabilities3
- Options for connected wearables⁴

Pay-per-use rates apply to calls made to all other countries.

FirstNet 5G Service: Limited availability; not avail. in most areas. See www.firstnet.com/coverage for coverage details. Req 's a compatible 5G device, FirstNet SIM, FirstNet 5G rate plan, and no Custom APN. 5G+ mmWave service is avail. only in limited parts of select cities within line-of-sight of cell site only. FirstNet 5G service not available outside the U.S. Other restrictions apply.

3First Priority® enables (a) priority access to the AT&T domestic 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core; (b) preemption of other lower priority users' use of such network; and (c) prioritized treatment of select data traffic transmitted over such network. First Priority® requires a 4G LTE-compatible, FirstNet Capable device provisioned with an Approved Business Application using a FirstNet Trio Subscriber Identification Module (SIM card). Limited to Approved Business Application data traffic originated on and traversing over the AT&T 4G LTE network and the 4G LTE networks of AT&T's domestic rural providers connected to the FirstNet Evolved Packet Core.

⁴Connected Wearable: is a wireless phone designed to be worn that is capable of making/receiving calls without being connected to another wireless device. Messaging requires compatible device. Only select connected wearables are available for use with the FirstNet SIM on the FirstNet Evolved Packet Core. Connected Wearables have no plan usage in Canada and Mexico. Pay-per-use roaming rates apply. Select connected wearables do not have international roaming capabilities.

FirstNet Mobile-Pooled Plans

Data added is cumulative to the total d	lata available for the group	Add-a-Line⁵	2GB	5GB	50GB	100GB	500GB	1000GB
Pooled data for smartphones per month	For use with an unsubsidized device ¹	\$19	\$28.50	\$41	\$227	\$412	\$1,917	\$3,682
	For use with a subsidized device ²	\$39	\$48.50	\$61	\$247	\$432	\$1,937	\$3,702
Pooled data for feature	For use with an unsubsidized device ¹	\$10.99**						
phones ³ per month	For use with a subsidized device ²	\$22.99**	9**					
Pooled data for data-only	For use with an unsubsidized device ¹	\$12	\$21.50	\$34 ⁶	\$220	\$405	\$1,910	\$3,675
devices ⁴ per month	For use with a subsidized device ²	\$22	\$31.50	\$44 ⁶	\$230	0 \$415	\$1,920	\$3,685
Pooled data for connected	For use with an unsubsidized device ¹	\$10 ⁷						
wearables per month	For use with a subsidized device ²	\$20 ⁷						

Data Overage: Pay-per-use rate of \$0,000009536/KB applies

Available with device purchased at full price or with a qualified installment agreement, or other customer-owned or customer-provided devices. Available with device purchased at subsidized price. After two years, plan price reverts to rate associated with the plan for use with an unsubsidized device. Some customers purchasing a subsidized device under a term commitment may incur a fee for early termination. For basic and quick messaging phones only. Eligible data-only devices: Tablets, Connected devices, laptops, LaptopS, Connect/aircards, netbooks, mobile hotspot devices, and select other data-only devices. Connected devices. Connected devices: Cameras and select other data-only connected devices. Add-a-Line: A OGB plan that adds a user to the pool of data but does not add additional data. A 10GB FirstNet Mobile - Pooled Data plan for data-only devices is available for \$55 per month (for use with an unsubsidized device) and \$65 per month (for use with a subsidized device). Includes 250MB of

FirstNet Mobile-Unlimited Plans¹

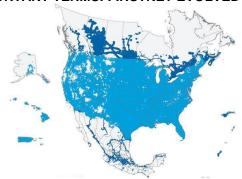
Unlimited enhanced for smartphones	Unlimited talk, text, data, mobile hotspot & tethering	\$44.99/month**
Unlimited standard for smartphones	Unlimited talk, text & data	\$39.99/month**
Unlimited enhanced for feature phones	Unlimited talk, text, data, mobile hotspot & tethering	\$44.99/month**
Unlimited for data-only devices ²	Unlimited data, mobile hotspot & tethering	\$40.00/month
Unlimited for connected wearables	Unlimited talk, text & data	\$25.00/month

FirstNet Mobile - Unlimited plans are unavailable to subscribers in American Samoa.
2Eligible data-only devices: Tablets, laptops, LaptopConnect/aircards, netbooks, mobile hotspot devices, and select other data-only devices. Exclusions apply; see plan terms and conditions for details. FirstNet Mobile-Unlimited plans do not pool with FirstNet Mobile-Pooled plans.

** Net price of the Plan appearing on customer's bill. Some customers' bills may show the net price after a credit has been applied.

Built with AT&T

IMPORTANT TERMS: FIRSTNET EVOLVED PACKET CORE





Map depicts an approximation of outdoor coverage. Actual coverage may differ. Coverage subject to change at any time without notice. Coverage and service not available everywhere. For most current coverage info, check www.firstnet.com/coverage

FIRSTNET MOBILE - POOLED PLANS AND FIRSTNET MOBILE - UNLIMITED PLANS FOR STATE AND LOCAL GOVERNMENT: Require a FirstNet Capable device provisioned with a FirstNet Trio SIM card. Eligibility: The above FirstNet Mobile Plans are available only to state and local government Plant for solely by Agency Paid Users. Definitions: Public Safety Entities authorized by the First Responder Network Authority to obtain services under the FirstNet Program. Primary Users are those Public Safety Entities that act as first responders, i.e., those entities authorized by the First Responder Network Authority to obtain services under the FirstNet Program. Primary Users are those Public Safety Entities that act as first responders, i.e., those entities whose primary mission and job function is to provide services to the public in the area of law enforcement, fire protection, emergency medical services, emergency management and emergency call (911) dispatching. Extended Primary Users are those Public Safety Entities that are not Primary Users, but who may be called upon to support Primary Users during the time of an emergency or its aftermath. Agency Paid Users are individual employees and contractors of a Public Safety Entity who are granted access to a FirstNet Mobile plan for which the Public Safety Entity is financially responsible. A Government Agreement is a qualified AT&T wireless service agreement between AT&T and a state and local government Public Safety Entity eligible to participate in the FirstNet program. Plans are subject to the terms of the Government Agreement and, when incorporated into the Government Agreement, the AT&T FirstNet Solution Service Guide.

FirstNet Evolved Packet Core Capabilities: See www.firstnet.com/features for the current capabilities of the FirstNet Evolved Packet Core . International Roaming Blocking Feature: All FirstNet Mobile plans are provisioned with the International Roaming Blocking Feature. Customer must remove the feature to roam in international clarations other than Canada and Mexico. There is no charge to remove the feature, but international roaming outside of Canada and Mexico will be subject to additional charges. International plan (sold separately). See www.firstnet.com/firstnetinternational for details. Pricing: Prices are for service only. Most customers' bills will show the net price of the Plan. Some customers' bills may show the net price after a credit has been applied. Devices: Sold separately. Devices must be FirstNet Capable. Installment plan charges and other device purchase costs are extra. A limit on the number of financed devices per wireless account may apply. FirstNet Mobile—Pooled Plans for use with an unsubsidized device are discounted by \$20 per month as compared to the standard monthly service charges of plans for smartphones used with a subsidized device; FirstNet Mobile—Pooled Plans for feature phones and data devices are similarly discounted by \$12 per month and \$10 per month, respectively. The FirstNet Mobile—Pooled Plan discount will appear on Customer's bill. FirstNet Mobile—Unlimited plans are not discounter will lose the applicable plan discount for that Agency Paid User.

DATA: For use in the United States, Puerto Rico and U.S. Virgin Islands (the "Domestic Coverage Area" or "DCA"), other U.S. Territories, Canada and Mexico. Additional or promotional data may not be available for use outside the DCA. See att.com/broadbandinfo for details on AT&T network management policies. **Canada and Mexico Service Restrictions:** Plan usage not available in Canada and Mexico on Connected Devices. Pay-per-use roaming rates will apply on these devices.

FirstNet Mobile - Unlimited Plans: Unlimited plans do not pool. Exclusions: FirstNet Mobile- Unlimited Plans may not be used with any device or equipment that is intended to, or is used to, establish a continuous, unattended connection to the 40 LTE networks used to provide FirstNet services, including, but not limited to, automatic data feeds, mobile video transmissions, and automated machine-to-machine connections. FirstNet Mobile - Unlimited plans are unavailable to subscribers in American Samoa.

FirstNet Mobile – Pooled Plans: Within a single Billing Account Number (BAN), Agencies activated on separate FirstNet Mobile—Pooled Plans are combined to create a "Data Pool." Every billing cycle, each Agency Paid User first uses his or her plan's included data allotment ("Data Allowance"), if any. If an Agency Paid User does not use all of the plan's Data Allowance, it creates an underage in the amount of the unused Data Allowance (Under Usage). If an Agency Paid User uses more than the plan's Data Allowance (e.g., any Agency Paid User with a OSB plan), the Agency Paid User incurs Data Overage charges in the amount of the excess data usage (Over Usage). At the end of the billing cycle, AT&T calculates the total Under Usage amounts for Agency Paid User lines in the Data Pool and then compares the two totals. If the total Under Usage amount exceeds the total Over Usage amount, the excess Under Usage is allocated among each Agency Paid User in the Data Pool with Over Usage, resulting in per line credits on Customer's invoice equal to each such Agency Paid User line's Data Overage charges. Any remaining excess Under Usage will be forfeited. If the total Under Usage is more than zero and if the total Over Usage amount then the Under Usage is divided by the Over Usage to create an allocation factor that is applied equally to each Agency Paid User's Data Overage charges to determine each such Agency Paid User's share of the total Under Usage amount, resulting in per line credits on Customer's invoice to partially offset each such Agency Paid User's Data Overage charges. For example, if a Data Pool has 100 KB of Under Usage amount, resulting in per line credits on Customer's invoice will show, with respect to each Agency Paid User line with Over Usage, both (a) the Agency Paid User's Data Overage charges. Changing or migrating Agency Paid User's Data Overage charges for the Over Usage at the specified Data Overage rate, and (b) a bill credit equal to 10% of the Agency Paid User's Data Overage charges. Changing or migr

UNLIMITED TALK: For phones only. Includes unlimited calls within the DCA and other U.S. Territories (some plans also include calls within Canada and Mexico). Unlimited Talk to Canada and Mexico: For phones only. Includes unlimited International Long Distance (ILD) calling from the Domestic Coverage Area to Canada and Mexico only. Customer may be charged for calls to special or premium service numbers. Calls to Other Countries: Plans for phones also include ILD calling from the DCA, other U.S. Territories, Canada and Mexico to countries other than Canada & Mexico. Per minute pay-per-use rates apply unless an ILD service package is added to the line placing such calls. Rates subject to change without notice. For rates, see att.com/worldconnect.

UNLIMITED TEXT: Standard Messaging – For phones only. Includes unlimited number of messages up to 1MB in size within and from the DCA and other U.S. Territories (plans for smartphones and feature phones also include messaging within and from Canada and Mexico) to more than 190 countries for text messages and 120 countries for picture and video messages. AT&T may add, change, and remove included countries at its discretion without notice. Messages sent through applications may incur data or other charges. Visit att.com/text2world for details.

5G+ SERVICE: AT&T 5G mmWave (5G+) service requires a compatible FirstNet 5G rate plan, FirstNet SIM, a compatible 5G+ device, and no custom APN. 5G+ service is not available in most areas; it is available only in very limited parts of selectic cities. Device will display 5G+ coverage indicator when used in an area where 5G+ coverage is available. 5G+ service is available outdoors within line-of-sight of cell site only. Other restrictions apply.

FIRST PRIORITY®: Feature provides prioritization of select data, priority access to available network resources, and preemption capability. Requirements: Agency Paid User Lines must have a qualified FirstNet Mobile data plan and a 4G LTE- compatible, FirstNet Capable device provisioned with an Approved Business Applications: Approved Business Applications: Approved Business Applications are limited to applications directly related to the primary missions of Public Safety Entities. These include applications provided under the FirstNet agreement, including the App Catalog, and specifically exclude consumer oriented applications such as, but not limited to video streaming. Plans must be selected which support the type of applications such as, but not limited to video streaming. Plans must be selected which support the type of applications, such as a Machine to Machine Plans for machine to machine applications, and are subject to the terms of those plan. To help maximize the performance of the network for all public safety users, Approved Business Applications utilizing video should be streamed at a resolution of 480p. Use of plans intended for Approved Business Applications exclude continuous unattended mobile video transmission applications. Limitations: Feature is available only in the DCA (excluding other U.S. Territories) and only for Customer's Approved Business Application data traffic other than Customer's Approved Business Application data traffic other than Customer's Approved Business Application data traffic and and all and traffic and and traversing over the AT&T domestic Approved Business Application data traffic and all all traffic and traffic other than Customer's Approved Business Application data traffic and all all traffic and traffic a

GENERAL WIRELESS SERVICE TERMS: Subject to applicable Government Agreement. Service is not for resale. Other restrictions apply and may result in service termination. If Customer purchased a subsidized device that requires a term commitment, an Early Termination/Cancellation Fee applies if Customer cancels Agency Paid User service after the first 30 days and before the Agency Paid User Line service term ends. See att.com/equipmentETF for details on what fee may apply to device and how the fee is prorated over time. Activation/upgrade fee per line (up to \$50) and deposit may apply. Credit approval may be required. AT&T reserves the right to suspend or terminate service to Customer's account, place any non-complying device on an appropriate plan, and/or add any other required element of a plan. Other Monthly Charges: Apply per line and may include taxes, federal/state universal service charges, a Regulatory Cost Recovery Charge (up to \$1.50), a gross receipts surcharge, an Administrative Fee, and other governmental assessments (including w/out limitation a Property Tax Allotment surcharge of \$0.20 – \$0.45 applied per Agency Paid User's assigned number), which are not government-required charges. Pricing, fees, promotions, options, restrictions and terms subject to change and may be modified, discontinued or terminated at any time without notice. Invoicing Limitation: FirstNet plans are not eligible for combined (wireless/wireline) billing. Coverage: Coverage map shows high level approximation of areas included in and out of plan. For the most current coverage info, check www.firstnet.com/coverage. Coverage may include areas served by unaffiliated carriers and not on AT&T's owned and operated network (off-net). Arrangements with these carriers may change from time to time, and coverage is subject to change without notice.

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

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Summary

Consider a Master Services Agreement (MSA) for emergency technical network and infrastructure services.

Direction

Information

Staff Recommendation

Approve the MSA with Waypoint Business Solutions, LLC for emergency technical engineering services and maintenance.

Background Information

The City's Information Technology Department (IT) has used Waypoint's technical engineering services since 2013 on multiple projects updating and expanding the City's network infrastructure. Waypoint has a comprehensive knowledge of the City's entire network and could assist with any number of presenting emergencies where installation and configuration services would require more resources than IT staff could provide at the time. This MSA would mitigate any prolonged outage or total loss of network functionality that resulted from an emergency. The MSA guarantees service pricing from The Interlocal Purchasing System (TIPS) cooperative contract that is valid until May 31, 2028.

Council Priorities Served

Maintain public safety

Fiscal Impact

The expense associated with these services would be based on the schedule of fees in the MSA per engagement. Funding would come from the budgets of IT, Public Safety, or Water depending on the impact of the emergency.

Attachments

Master Services Agreement for Emergency Technical Services

CONTRACT BETWEEN CITY OF MURFREESBORO AND WAYPOINT BUSINESS SOLUTIONS, LLC FOR INFORMATION TECHNOLOGY CONSULTING SERVICES

This Master Services Agreement (the "Agreement") is entered into _______(the "Effective Date"), by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee, ("City") and WAYPOINT BUSINESS SOLUTIONS, LLC, a Texas limited liability company, (hereafter referred to as "Waypoint"). City and Waypoint are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- TIPS Contract 230105, *Technology Solutions, Products, and Services Agreement*, dated May 31, 2023, by and between Waypoint Business Solutions, LLC and The Interlocal Purchasing System ("TIPS"), incorporating by reference the Master Agreement, dated May 31, 2023 and Waypoint's Schedule of Fees (attached hereto as Exhibit A);
- TIPS Pricing Form 2-Service Pricing (attached hereto as Exhibit B); and
- This Agreement

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

- 1. Any properly executed amendment or change order to this contract (most recent with first priority)
- 2. This Agreement
- 3. The TIPS Vendor Agreement
- 4. Waypoint's Schedule of Fees
- 5. TIPS Pricing Form 2-Service Pricing

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

- 1. Scope of Agreement. This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. <u>Services Defined</u>. The term "Services" when used in this Agreement means the performance of professional services and include but are not limited to: system analysis, network planning design and installations, preparing hardware/software RFP, system integration, product analysis, research and testing, implementation recommendations, system management, hosting, collocation, and hardware/software maintenance.

3. Agreement for Services.

a. Subject to the terms of this Agreement, Waypoint shall provide and deliver to City the Services in accordance with written statements of work agreed to between the Parties (the "Work"). The

overall terms, conditions, directives, tasks, timelines and goals for completing the Work shall be set forth in one or more statements of Work. City may, at any time by a written Statement of Work, make changes, deletions, or modifications provided that the time for performance and compensation to be paid will be adjusted accordingly. No changes in the Work shall be made or provided without Waypoint's written consent. Each such Statement of Work and any amendments shall be executed on behalf of each of the Parties, whereupon it shall be deemed incorporated herein by reference and as such shall be included in the Agreement. WAYPOINT HAS NO OBLIGATIONS WHATSOEVER WITH RESPECT TO SPECIFICATIONS THAT ARE NOT IN WRITING OR THAT ARE NOT ACCEPTED BY WAYPOINT.

- b. In undertaking the work set forth herein, Waypoint must to comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Waypoint is solely response to any and all taxes imposed upon Waypoint and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- 4. <u>City Responsibility</u>. City shall appoint a Representative for the Work to be performed under each Statement of Work to provide direction and approval of the Work. If the Work is performed at City's facilities, City agrees to provide suitable workspace, computers, telephones equipment and all technical and other information reasonable required by Waypoint to carry out the Work. City shall furnish information requested by Waypoint that is necessary for Waypoint to fulfill its responsibilities under this Agreement or any Statement of Work. Unnecessary or unreasonable delays attributable directly to City, which results in additional costs to Waypoint, are subject to negotiation and additional compensation to Waypoint.
- **5. Status Reports**. Waypoint will furnish City with periodic status reports as may be reasonably requested by City upon three (3) days prior written notice.
- 6. <u>Independent Contractor</u>. In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint's performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Waypoint, except in the results obtained.
- 7. <u>City Supplied Equipment/Software</u>. City is responsible for ensuring all City provided equipment is in good working order and all required device drivers are on site. City supplied software must be lawfully and properly licensed to City and all installation media and support documentation must be available for inspection by Waypoint.

8. Payment.

a. <u>Work and Materials</u>. The amount of compensation to be received by Waypoint shall be based on a time and materials basis in accordance with the Schedule of Fees attached hereto as Exhibit A, as modified and reduced by any discount set forth in Exhibit B, and as set forth in each Statement of Work. The total compensation payable to City in relation to any Statement of Work

shall not exceed the amount in the applicable Statement of Work, subject to additions and deduction as agreed in writing by the parties.

- b. <u>Invoices</u>. Invoices shall be rendered to City for the performance of Work and materials provided during that period. Each invoice shall reference this Agreement and the Statement of Work identification numbers, and contain pertinent backup information as is reasonably required by and satisfactory to the City. Payment shall be due upon receipt of invoice. Past due accounts are subject to a service charge of 0.75% per month on all invoices over 30 days from date of invoice (annual rate 9%). All bills are due and payable at Waypoint Business Solutions, LLC, 20333 State Highway 249 Suite 200 Houston, TX77070.
- c. <u>Applicable Taxes</u>. City is exempt from State sales tax and will issue a tax exemption certificate to Waypoint as requested. City shall not be responsible for any taxes that are imposed on Waypoint. Furthermore, Waypoint understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- d. <u>Out-of-Pocket Expenses</u>. Reasonable out-of-pocket expenditures incurred by Waypoint shall be paid for by City. Such expenditures shall include travel and subsistence, phone calls, supplies, data preparation, and all other ordinary, necessary and reasonable expenses in performing any Work, provided Waypoint prepares and timely submits to City an itemized statement of such, to be included on City's invoices.

9. Insurance.

- a. During the term of this Agreement, Contractor must maintain the following liability insurance policies:
 - i. Commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability insurance of at least \$1,000,000 per occurrence;
 - iii. Professional (errors and omissions) liability insurance of at least \$1,000,000 per claim and \$1,000,000 aggregate; and
 - iv. Workers' compensation complying with statutory requirements and employer's liability insurance with a limit of \$500,000 per occurrence.
- b. 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; and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

10. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including, but not limited to information relating to a party's business activities and the results of

Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential, or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

11. Proprietary Rights.

- a. Assignment of Work Product. Upon receipt of final payment for all Services and Work rendered by Waypoint under this Agreement, Waypoint will convey to City good and marketable title to the technical notes and tangible work products required to be delivered under the Statement of Work and all rights therein. Waypoint will also provide reasonable assistance to perfect City rights and title to such work product, at City's request and expense. City agrees to compensate Waypoint for such services at its standard hourly rate.
- b. <u>City Property.</u> Any programs, data, or other materials furnished by City for use by Waypoint in connection with the services performed under this Agreement shall remain the sole property of City. All such materials shall be returned to City upon receipt by Waypoint of final payment for all Work performed under the Statement of Work.
- c. <u>Waypoint Property</u>. Any ideas, concepts, know-how, techniques, sequence, or organization relating to the Work during the course of this Agreement by Waypoint, or jointly by Waypoint and City, shall be the joint property of Waypoint and City.
- d. <u>Competitive Services</u>. Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Waypoint from developing, using, or marketing Services or other work that may be competitive with that delivered to City hereunder, irrespective of whether such services or work are similar or related to those provided under this Agreement.

12. LIMITED WARRANTY & LIMITATION OF LIABILITY.

- a. <u>Software</u>. Waypoint warrants that any software delivered to City under any Statement of Work (the "Software") will perform substantially to the manufacturer's published functional specifications for a period of one year from the date of installation. Any modification of the Software by any persons other than Waypoint or the manufacturer shall render this warranty void. Additionally, Waypoint shall not be responsible for any damage to Software caused by City, its agents, servants, employees or Waypoints. Waypoint does not warrant any Software provided will meet the requirements of City. City accepts sole responsibility for (i) the use of any Software to achieve City's intended results; (ii) the results obtained from any Software; and (iii) any omissions, inadequacies, or problems in the written specification for any Software set forth in the applicable Statement of Work. Furthermore, City agrees that City's sole and exclusive remedy for Software failure under this agreement shall be reinstallation of any Waypoint supplied Software and to, by commercially reasonable means, cause the Software to operate substantially in accordance with such written specifications.
- b. **Equipment**. Waypoint does not provide any warranty on any hardware or equipment delivered to City under this Agreement or any Statement of Work (the "Equipment"), and it is delivered to City on an "AS-IS" basis as between City and Waypoint. Waypoint shall assign to City the warranties and indemnities, if any, provided by the manufacturer(s) of such Equipment, to the extent they are assignable by Waypoint, provided however, that City's sole and exclusive remedy for the breach of any such warranty or indemnity shall be against the person offering the warranty or indemnity and not against Waypoint. City represents that it accepts sole responsibility for the selection of the equipment, if any, to achieve City's intended results.
- c. <u>Limited Warranty</u>. Waypoint warrants that the Work and Services will be provided in a good and workmanlike manner. Except as expressly otherwise provided in subsections (a) and (b) above and the preceding sentence WAYPOINT MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SOFTWARE, EQUIPMENT, OR ANY WORK, GOODS, OR SERVICES PROVIDED TO CITY BY WAYPOINT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR NON-INFRINGEMENT.
- d. <u>Limitation of Liability</u>. EXCEPT AS PROVIDED IN SECTION 12 OR FOR A BREACH OF SECTION 9, WAYPOINT'S TOTAL LIABILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR TORT, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES, THE WORK OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CITY FOR THE SPECIFIC SERVICE(S) OR WORK GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES AND WORK PROVIDED HEREUNDER WOULD BE HIGHER. WAYPOINT SHALL NOT BE LIABLE TO CITY FOR LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM OR ARISING OUT OF OR RELATING TO: (a) CITY'S USE OR INABILITY TO USE THE RESULTS OF THE WORK RENDERED HEREUNDER, EVEN IF WAYPOINT HAS BEEN ADVISED OF SUCH

DAMAGES; (b) ANY BREACH OF THIS AGREEMENT; (c) THE DELIVERY, PERFORMANCE, INSTALLATION OF AND MAINTENANCE OF ANY SOFTWARE; (d) THE DELIVERY, PERFORMANCE, INSTALLATION OF AND MAINTENANCE OF ANY EQUIPMENT; (e) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (f) LOSS OF BUSINESS OPPORTUNITY, (g) BUSINESS INTERRUPTION OR DOWNTIME, (h) SERVICES, OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CITY, or (i) ANY CLAIM MADE AGAINST CITY BY ANY OTHER PARTY EVEN IF WAYPOINT HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM.

13. Indemnification.

- a. <u>City Indemnity Obligation</u>. 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.
- b. Waypoint Indemnity Obligation. Waypoint shall defend, indemnify and hold harmless City from any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in Waypoint's reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for City to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) City's modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Waypoint's compliance with City's written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by City. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property (including, but not limited to the property of City and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party's exclusive remedies for any third-party claim or action, and nothing

in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

14. <u>Time Limitation.</u> NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.

15. Term, Termination.

- a. <u>Effective Date</u>. This Agreement is not binding upon the parties until signed by each of the Waypoint and the authorized representatives of the City. It is thereafter effective as of the date set forth above.
- b. <u>Term.</u> The term of this Agreement commences on the effective date set forth and expires on May 31, 2028, unless extended annually by mutual agreement of the parties.

c. **Termination Rights.**

- i. <u>Convenience</u>. Unless otherwise provided in a Statement of Work, either party may terminate this Agreement upon not less than thirty (30) days prior written notice. Termination of this Agreement shall constitute termination of all Statement of Works. However, termination of a Statement of Work does not terminate this Agreement. In the event this Agreement or a Statement of Work is terminated pursuant to this paragraph, City agrees to pay Waypoint for Work rendered through such date and to reimburse Waypoint for its reasonable expenses incurred through the termination date.
- ii. <u>Cause</u>. Either party may terminate this Agreement and/or any Statement of Work where the other party fails in any material way to perform its obligations under this Agreement or the Statement(s) of Work. 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.
- iii. <u>Funding</u>. Should the appropriation for Waypoint's work be withdrawn or modified, the City has the right to terminate the Agreement and/or any Statement of Work immediately upon written notice to Contractor.
- **16.** <u>City Data</u>. City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.

17. General Provisions.

- a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.
- b. <u>Maintenance of Records.</u> Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed

or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

- Maiver. 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.
- d. **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.
- e. 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.
- f. 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.
- g. <u>Entire Agreement/Assignment</u>. This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not

be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

- h. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
- i. <u>Survival of Proprietary Rights</u>. The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.
- j. <u>Titles</u>. The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- k. <u>Notices</u>. Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (email) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Waypoint Business Solutions, LLC ATTN: Daniel Sevier, Account Executive 20333 State Highway 249 Suite 200 Houston, Texas 77070 dsevier@waypointsolutions.com City of Murfreesboro
ATTN: City Manager
111 West Vine Street
Murfreesboro, TN 37130
ctindall@murfreesborotn.gov

- I. <u>Form.</u> No provision appearing on any form originated by City shall be applicable unless such provision is expressly accepted in writing by Waypoint.
- m. <u>Delay.</u> Waypoint shall not be liable to City for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.
- n. <u>Dispute Resolution</u>. City and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement

- (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- o. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

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

City of Murfreesboro, Tennessee	Waypoint Business Solutions, LLC		
By:	Docusigned by: By: Paul Myman		
Shane McFarland, Mayor	Päមាស់ខម្មាក់វង់ក, President		
Approved as to form: —Docusigned by:			
Adam 7. Tucker			
-4Adam Tucker. City Attorney			



118 Vintage Park Blvd. W414 Houston, TX 77070 (832) 479-8540 www.waypointsolutions.com

EXHIBIT A - SCHEDULE OF FEES

Waypoint services may be provided on a time and material basis billed hourly. Project based fees are provided only with an explicitly quoted and signed project proposal. Otherwise, the following rate schedule will apply:

Hourly onsite fee	\$250.00/hour
Hourly remote fee	\$225.00/hour
Emergency onsite fee	\$500.00/hour
_	4 10
Emergency remote fee	\$450.00/hour

The following conditions apply:

- 1. Normal work hours are Monday through Friday between 8AM and 5PM not including holidays.
- 2. A four-hour minimum charge will apply for all on-site work and a fifteen-minute minimum charge for all phone or remote support. Time pass the minimums is billed in fifteen-minute increments.
- 3. Emergency rates apply to client requested unscheduled work.
- 4. Travel expenses are included for any scheduled on-site work.
- 5. Changes to the scope of the work for any project will be billed according to the current rate structure.
- 6. Outside services or resources not provided by The Company or its subcontractors or previously agreed to by The Company is considered an expense for the project. These items can include software, hardware, professional services, etc. These items will be passed through to the client along with any fees for any time incurred by The Company in relation to the outside services or resources.
- 7. Any invoice that goes beyond 30 days delinquent will result in a halt to the provided services.

TIPS 230105 Technology Solutions,	Waypoint Business Solutions,
Products, and Services	LLC

TIPS PRICING FORM 2 - SERVICE PRICING

If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on this form and submit. If Vendor desires to offer services under this TIPS Contract, the "Catalog Pricing" for those services must either be listed within this form as instructed, otherwise included within Vendor's proposal, or properly added during the life of the awarded contract. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.").

Providing Service "Catalog Pricing" through Pricing Form 2 Line-Item Pricing

If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so below in this Pricing Form 2. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and "catalog price" of the service. Please note that if you are awarded after submitting your service pricing on this form, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed. If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note below directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.") Please note that if you are awarded after submitting your service pricing through other documents/links/files, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

		Specify Unit Type -(Ex. Per Hour, Per	Unit Pricing Not-to-		
Service Name	Service Description	Person, Per Day, etc.)	Exceed	% Discount	TIPS Price - Not to Exceed
Example 1: Installation	Tech Level 1 Installation	Hourly/Tech	\$100.00/hour/tech	0.00%	\$100.00/hour/tech
Example 2: Installation	Tech Level 2 Installation	Hourly/Tech	\$150.00/hour/tech	0.00%	\$150.00/hour/tech
Example 3: Mileage	Travel by Car to installation location	Per Person/Per Mile	GSA allowable rate at the time of service. See https://www.perdiem 101.com/mileage.	0.00%	GSA allowable rate at the time of service. See https://www.perdiem101.c om/mileage.
Example 4: Travel	Travel to installation location	Per Person/Per Hour	50% of regular hours Installation Charge	0.00%	50% of regular hours Installation Charge
Example 5: Flights	Travel by Flight to Installation	Per Person	Actual Cost of Flight	0.00%	Actual Cost of Flight
Example 6: Custom Design Services	Custom Design	Per Designer/Per Square Foot	Not-to-Exceed \$200/Square Foot	0.00%	Not-to-Exceed \$200/Square Foot
Example 7: Training	Training Client on Use of Product	Per Trainer/Per Hour	Not-to-Exceed \$20.00/Trainer/Hour	0.00%	Not-to-Exceed \$20.00/Trainer/Hour
	Insert Line-items below this lin	e. You may add cells as needed.			
Service Name	Service Description	Specify Unit Type -(Ex. Per Hour, Per Person, Per Day, etc.)	Unit Pricing Not-to- Exceed	% Discount	TIPS Price - Not to Exceed
Waypoint Professional Services	Deployment Services - Remote	Hour	\$225.00	0.00%	\$225.00
Waypoint Professional Services	Deployment Services - On-site	Day	\$2,320.00	0.00%	\$2,320.00
Vendor may insert additional cells as needed.					

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

 Item Title:
 Mandatory Referral for Abandonment of Rucker Lane Right-of-Way

 Department:
 Planning

 Presented by:
 Matthew Blomeley, AICP, Assistant Planning Director

 Requested Council Action:
 Ordinance

 Resolution
 □

 Motion
 ⊠

 Direction
 □

Summary

Consider request to allow abandonment of a portion of Rucker Lane right-of-way at its intersection with Smith Jarratt Road.

П

Information

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its October 2, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider abandoning a portion of Rucker Lane right-of-way at its intersection with Smith Jarratt Road. The right-of-way in question is surplus from right-of-way from when Rucker Lane was realigned several years ago.

The Planning Department reached out to utilities and other City Departments and found no reason for this to remain as right-of-way. Additional information can be found in the attached Planning Commission materials.

Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

- 1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the portion of the right-of-way in question. Such instrument(s) shall be subject to the final approval of the City Legal Department.
- 2. The applicant shall be responsible for recording the instrument(s), including payment of the recording fee.
- 3. The 50'-wide abandoned right-of-way shall be combined with contiguous property via a duly-approved and recorded subdivision plat, submitted to both the City and the County for review and approval.

Council Priorities Served

Establish Strong City Brand

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

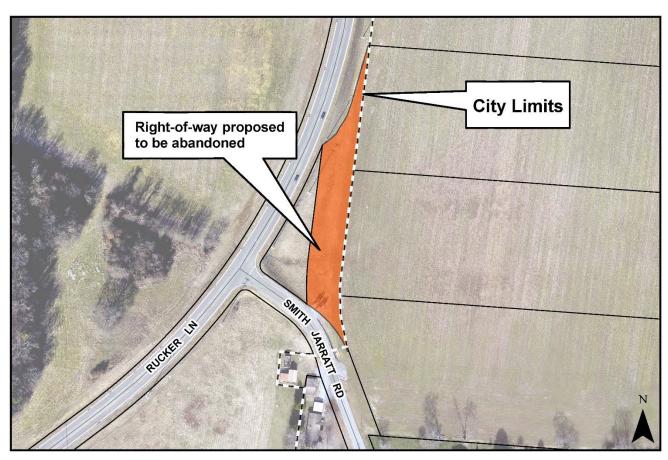
Attachments:

- 1. Staff comments from 10/02/2024 Planning Commission meeting
- 2. Letter and exhibits from applicant

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 OCTOBER 2, 2024

PROJECT PLANNER: RICHARD DONOVAN

5.c. Mandatory Referral [2024-709] for the abandonment of a portion of Rucker Lane right-of-way located at the intersection of Rucker Lane and Smith Jarratt Road, SEC, Inc. on behalf of Kevin Waldron applicant.



In this mandatory referral, the Planning Commission is being asked to consider the abandonment of a portion of Rucker Lane public right-of-way (ROW). The above-mentioned request for abandonment is depicted on the attached exhibit pages that are included in the agenda materials. Per the attached exhibit, prepared by SEC, Inc., the portion of Rucker Lane ROW requested to be abandoned is shown in hatched gray area. The above-mentioned right-of-way was a portion of the prior alignment of Rucker Lane but now contains no roadway. The applicant is requesting abandonment of the right-of-way to combine it with the adjacent parcels in order to provide additional frontage and access to Smith Jarratt Road and Rucker Lane for those parcels.

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

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

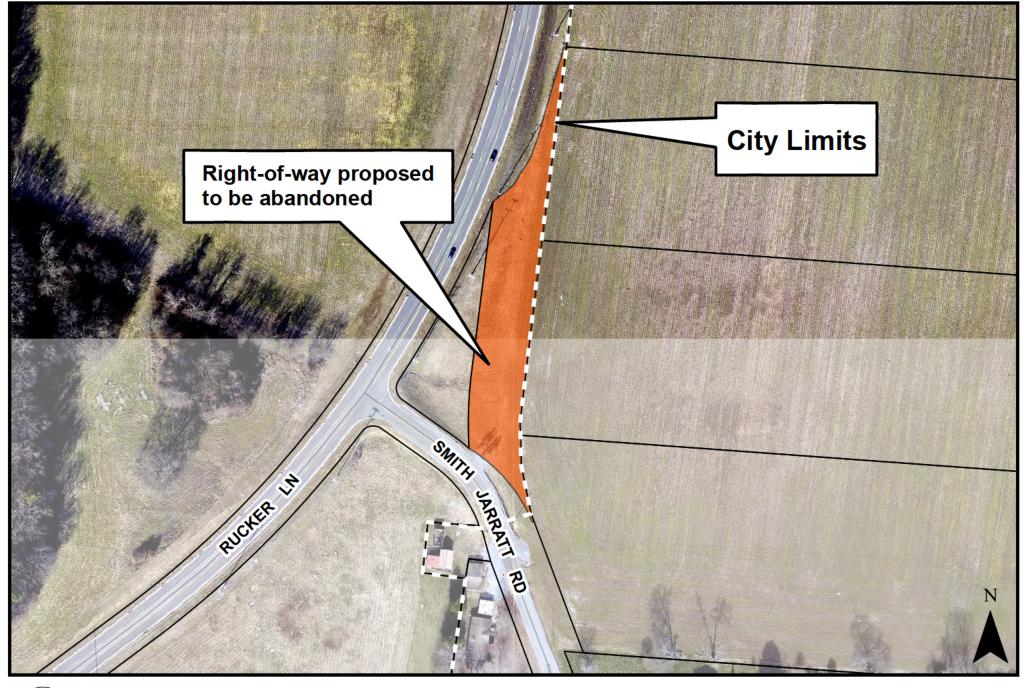
- 1) The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments. Such instrument(s) shall be subject to the final approval of the City Legal Department.
- 2) The applicant shall be responsible for the recording of the legal instrument(s), including payment of the recording fee.
- 3) The 50' wide abandoned right-of-way shall be combined with contiguous property via a duly-approved and recorded subdivision plat, submitted to both the City and County for review and approval.

Action Needed

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

Attachments:

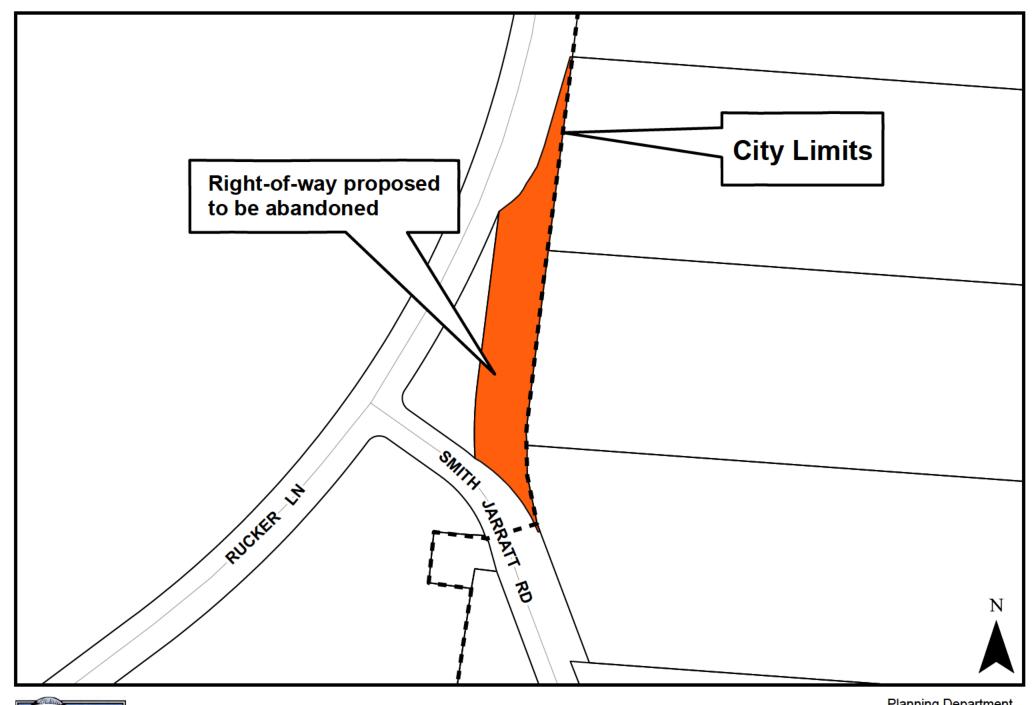
- 1) Memorandum from Planning Staff regarding responses
- 2) Non-Ortho and Ortho maps depicting the abandonment area
- 3) Applicant Request to Abandon ROW letter, legal descriptions, and engineer map





Request to abandon a segment of Rucker Lane public right-of-way

0 90 180 360 540 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov





Request to abandon a segment of Rucker Lane public right-of-way

90 180 360 540 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov



Applicant Signature

City of Murfreesboro Mandatory Referral Application

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

Mand	atory Referral Fees:		
Mandatory Referral, INCLUDING abandonment of	right-of-way		\$350.00
Mandatory Referral, NOT INCLUDING abandonme	nt of right-of-way		\$150.00
			Philosophic Per
Property Information:			
Adjacent to: Map 115	I		
Tax Map/Group/Parcel: Parcels 18.01, 18.02, 18.04	Address (if applicable):	Rucker Lane	
Street Name (if abandonment of ROW): Rucker La	ane	<u>-</u>	
Type of Mandatory Referral: Right-of-Way Aband	donment	Mark .	
Applicant Information			
Applicant Information:			
Name of Applicant: David Parker	4		
Company Name (if applicable): SEC, Inc.			
Street Address or PO Box: 850 Middle Tennesse	e Blvd.		
City: Murfreesboro	-		
State: TN	Zip Code: 37129	}	
Email Address:			
Phone Number:			
Paguinad Attachmantas			
Required Attachments:			
X Letter from applicant detailing the request		5	
🗴 Exhibit of requested area, drawn to scale			
X Legal description (if applicable)			
Tood Pake		04-11-2024	

Date



SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning 850 Middle Tennessee Blvd, Murfreesboro, TN 37129

April 11, 2024

Matthew Blomeley
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

Re:

Rucker Lane ROW

Right-of-Way Abandonment Mandatory Referral

SEC Job # 24024

Dear Matthew,

Please find the attached supplemental documents for the mandatory referral request to abandon the portion of Rucker Lane right-of-way that is shown on the exhibit. This land is excess right-of-way left over from the realignment of Rucker Lane and will be added to the adjacent properties.

If you have any questions or need additional information, please feel free to contact me at

Respectfully,

David A. Parker, RLS

SEC, Inc.

SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129 PHONE (615) 890-7901 • FAX (615) 895-2567



AREA TO BE DEEDED TO WALDRON
24,773 SQ. FT.
0.569± ACRES

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43"

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IPF/H&S

C.U.D. ESMT. IPF/H&S

P.O.B.

TRACT 3 MAP II5, PARCEL IB.04 KEVIN L. & MERILYN D. WALDRON R.BK. 2395, PG. 2164 218,531 SQ. FT. 5.017± ACRES

MAP 115, PARCEL 18.03 ANAS OBEISSY

R.BK. 2395, PG. 3761

REMAINING PORTION OF MAP II5, PARCEL II.00 RUCKER HOLDING, LLC R.BK. 1085, PG. 2289

CURRENT PROPERTY
LINE TO BE ABANDONED

TRACT 2

MAP II5, PARCEL I8.02

KEVIN L. & MERILYN D. WALDRON

R.BK. 2395, PG. 2164

218,251 SQ. FT.

5.010± ACRES

MAP 115, P/O PARCEL 11.00 KEVIN L. & MERILYN D. WALDRON R.BK. 2458, PG. 2832 17,312 SQ. FT.

PERMANENT SLOPE 'EASEMENT #6-R.BK. 906, PG. 2426

> 17,312 SQ. FT. 0.397± ACRES

M.T.E.M.C. EASEMENT

> TRACT I MAP II5, PARCEL I8.0I ERICK & JENA WALDRON R.BK. 2395, PG. 2052 218,386 SQ. FT. 5.013± ACRES

LINE BEA

LINE	BEARING	DISTANCE
LI		9.53'
L2	S 07° 33′ 17″ W	114.03'
L3	S 06° 28′ 43″ W	350.70'
L4	S 70° 08' 43" W	7.34'
L5	N 19° 51' 17" W	2.43'
L6		241.57'
L7	S 85° 35′ 09" E	3.85'

CURVE TABLE

CURVE	RADIUS			CHORD LENGTH	DELTA ANGLE
CI	500.00'	191.44'	S 04° 29' 24" E	190.27'	21°56′13″
C2	260.95'	115.06'	N 32° 34′ 02″ W	114.13'	25°15'48"
C3	227.97'	0.73'	N 47° 47′ 48″ W	0.73'	0°11'00"
C4	580.00'	107.74'	N 02° 12' 06" E	107.58'	10°38'34"
C5	1,461.08'	229.04'	N 18° 07' 44" E	228.81'	8°58'54"

DATE: 5/6/2024 REV DATE: 10/7/2024 CITY OF MURFREESBORO R.O.W. EXHIBIT SCALE: I" = 100'

DRAWN BY: WCC SEC#: 24020



SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning 850 Middle Tennessee Blvd, Murfreesboro, TN 37129 www.sec-civil.com • 615-890-7901 • fax 615-895-2567

CITY OF MURFREESBORO RIGHT-OF-WAY 24,773 SQUARE FEET, 0.569± ACRES

A PARCEL OF LAND LYING IN THE 12TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY **RUCKER LANE** ON THE NORTH; **KEVIN L. & MERILYN D. WALDRON** (MAP 115, PARCELS 18.02 & 18.04) – R.BK. 2395, PG. 2164 (R.O.R.C., TN) AND **ERICK & JENA WALDRON** – R.BK. 2395, PG. 2052 (R.O.R.C., TN) ON THE EAST; **SMITH JARRATT** ON THE SOUTH; AND **KEVIN L. & MERILYN D. WALDRON** (MAP 115, P/O PARCEL 11.00) – R.BK. 2458, PG. 2832 (R.O.R.C, TN) ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN (H&S) LOCATED AT THE NORTHWEST CORNER OF WALDRON (MAP 115, 18.04), THE SOUTHWEST CORNER OF ANAS OBEISSY (MAP 115, PARCEL 18.03) AND IN THE EAST RIGHT-OF-WAY OF RUCKER LANE:

THENCE, WITH THE WEST LINE OF KEVIN L. & MERILYN D. WALDRON (MAP 115, PARCEL 18.04), THE FOLLOWING (2) CALLS:

- 1. S 07° 58' 56" W FOR A DISTANCE OF 9.53' TO A POINT;
- 2. S 07° 33' 17" W FOR A DISTANCE OF 114.03' TO AN IRON PIN;

THENCE, WITH THE WEST LINES OF KEVIN L. & MERILYN D. WALDRON (MAP 115, PARCELS 18.02 & 18.04), S 06° 28' 43" W, THROUGH AN IRON PIN (H&S) AT A DISTANCE OF 150.16, FOR A TOTAL DISTANCE OF 350.70' TO AN IRON PIN (H&S);

THENCE, WITH THE WEST LINES OF KEVIN L. & MERILYN D. WALDRON (MAP 115, PARCEL 18.02) AND ERIC & JENA WALDRON, A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 500.00', WITH AN ARC LENGTH OF 191.44' (THROUGH AN IRON PIN (H&S) AT 74.45'), WITH A CHORD BEARING OF S 04° 29' 24" E, WITH A CHORD LENGTH OF 190.27' TO A POINT LOCATED IN THE EAST LINE OF ERICK & JENA WALDRON;

THENCE, S 70° 08' 43" W FOR A DISTANCE OF 7.34' TO A POINT LOCATED IN THE EAST RIGHT-OF-WAY OF SMITH IARRAT ROAD:

THENCE, WITH SAID RIGHT OF WAY, THE FOLLOWING (2) CALLS:

- 1. N 19° 51' 17" W FOR A DISTANCE OF 2.43' TO A POINT;
- 2. A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 260.95', WITH AN ARC LENGTH OF 115.06, WITH A CHORD BEARING OF N 32° 34' 02" W, WITH A CHORD LENGTH OF 114.13' TO A POINT;

THENCE, A COMPOUND CURVE, TURNING TO THE LEFT WITH A RADIUS OF 227.97', WITH AN ARC LENGTH OF 0.73', WITH A CHORD BEARING OF N 47° 47' 48" W , WITH A CHORD LENGTH OF 0.73' TO A POINT;

A REVERSE CURVE, TURNING TO THE RIGHT WITH A RADIUS OF 580.00° , WITH AN ARC LENGTH OF 107.74° , WITH A CHORD BEARING OF N 02° 12° 06° E , WITH A CHORD LENGTH OF 107.58° TO A POINT; N 07° 29° 59° E FOR A DISTANCE OF 241.57° TO A POINT;

A CURVE, TURNING TO THE LEFT WITH A RADIUS OF 1,461.08', WITH AN ARC LENGTH OF 229.04', WITH A CHORD BEARING OF N 18° 07' 44" E , WITH A CHORD LENGTH OF 228.81' TO A POINT;

S 85° 35' 09" E FOR A DISTANCE OF 3.85' TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24,773± SQUARE FEET, 0.569± ACRES.

Memorandum

To: Greg McKnight, Executive Director of Development Services

Ben Newman, Planning Director

Matthew Blomeley, Assistant Planning Director

From: Richard Donovan, AICP Principal Planner

Date: September 23, 2024

Re: Mandatory Referral [2024-709] for the abandonment of a portion of Rucker Lane right-of-way

located at the intersection of Rucker Lane and Smith Jarratt Road

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

Engineering & Streets Departments

Engineering & Streets does not have any comments on the abandonment.

Planning Department

In order to facilitate the abandonment process, the applicant should provide a legal description and exhibits necessary for the City to draft the legal documents as well as pay any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney. The 50' wide abandoned right-of-way shall be combined with contiguous property via a duly-approved and recorded subdivision plat, submitted to both the City and County for review and approval.

Fire and Rescue Department

MFRD does not have any comments on the abandonment.

Police Department

The Murfreesboro Police Department has no objections to or concerns with the ROW abandonment request.

Solid Waste Department

The abandonment will pose no problems for the Solid Waste Department.

Murfreesboro Water Resources Department (MWRD)

MWRD is not affected by the abandonment of this right of way. There is not any water, sewer, or repurified water in the area.

Consolidated Utility District (CUD)

CUD does not have an issue with this right-of-way abandonment.

Middle Tennessee Electric Members Cooperative (MTE)

MTE has no comments.

AT&T

ATT has not responded to the Planning Department's requests for information regarding this proposed abandonment.

Atmos Energy

Atmos Energy has not responded to the Planning Department's requests for information regarding this proposed abandonment.

Comcast

Comcast does not have any conflicts.

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Mandatory Referral for Abandonment of a Drainage Easement

along Southpointe Way

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider request to allow abandonment of a portion of a drainage easement along Southpointe Way.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its October 2, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider abandoning a portion of a drainage easement on property located east of Southpointe Way. The City Engineer has reviewed the request and has determined that, because of site changes that have occurred over time, this easement, which was originally recorded by plat a number of years ago, is no longer serving its intended purpose -- nor is it needed any longer to serve its intended purpose. A site plan for a light-industrial development has been approved for this property, and the abandonment of this easement will allow for greater flexibility in the design of the proposed development.

Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

- 1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the portion of the easement in question. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
- 2. The applicant will also be responsible for recording the instrument(s), including payment of the recording fee.
- 3. The abandoned easement with quitclaim deed book and page numbers will be referenced on the final plat to be recorded proposed to combine the two subject lots.

Council Priorities Served

Establish Strong City Brand

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

Attachments:

- 1. Staff comments from 10/02/2024 Planning Commission meeting
- 2. Letter and exhibits from applicant

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 OCTOBER 2, 2024 PROJECT PLANNER: HOLLY SMYTH

6.a. Mandatory Referral [2024-722] to consider the abandonment of a portion of a drainage easement along Southpointe Way, ARCO/Murray Nashville applicant.

This easement abandonment request is for a portion of a 10' drainage easement along the eastern boundary of Lots 17 and 18 of the Southpointe Business Campus subdivision (aka 1919 and 1931 Southpointe Way). The segment of easement in question is approximately 396' long by 10' wide, highlighted in golden



rod on the adjacent aerial photo and as shown in the shaded area on the attached engineering drawing exhibit. This easement was dedicated by Plat book 33, page 221 Section II.

The original development plan for the Southpointe **Business** Campus 2005 subdivision from included a drainage ditch to located in this easement. Over time the ditch has been filled in and is no longer a functioning drainage facility. Staff has reviewed all properties that could drain this to easement and determined that it is not currently being utilized and can therefore be abandoned as shown on the sketch provided. City Engineer has reviewed the request and does not object.

Therefore, Planning Staff recommends that the Planning Commission vote to recommend approval of the request to City Council subject to the following conditions:

- The applicant will be responsible for providing the information necessary for the Legal Department to prepare the legal documents for the easement abandonment. Said legal documents will be subject to the final approval of the City Legal Department.
- 2) The applicant will be responsible for recording the aforementioned documents, including payment of any recording fees.
- 3) The abandonment area will be referenced on the Final Plat to be recorded, combining the two lots in question.

If approved by the City Council, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.



September 12th, 2024

Holly Smyth / Murfreesboro Planning & Zoning
Mandatory Referral Application
City of Murfreesboro Planning Department
RE: Drainage Easement Abandonment - Southpointe Way Lots 17 & 18
111 West Vine Street, 2nd Floor
Murfreesboro, TN 37133

RE: City of Murfreesboro Mandatory Referral Application Beacon Murfreesboro Flex Industrial

Dear Holly / Murfreesboro Planning & Zoning Department,

Please consider this letter and the attached exhibit on this application our formal request to abandon portions of the easement along the eastern boundary line of the proposed development on Southpointe Way. I have clouded the notes on our formally submitted Civil drawing sheet C1.0 "Existing Conditions & Initial EPSC Plan" for your review.

We are looking forward to getting started with this project. Don't hesitate to reach out if you have any questions leading to the formal prior to permit approval for this project.

Sincerely,

Tanner Smith Project Manager

CC: Aws L. Ahmed, P.E. SEC, Inc.



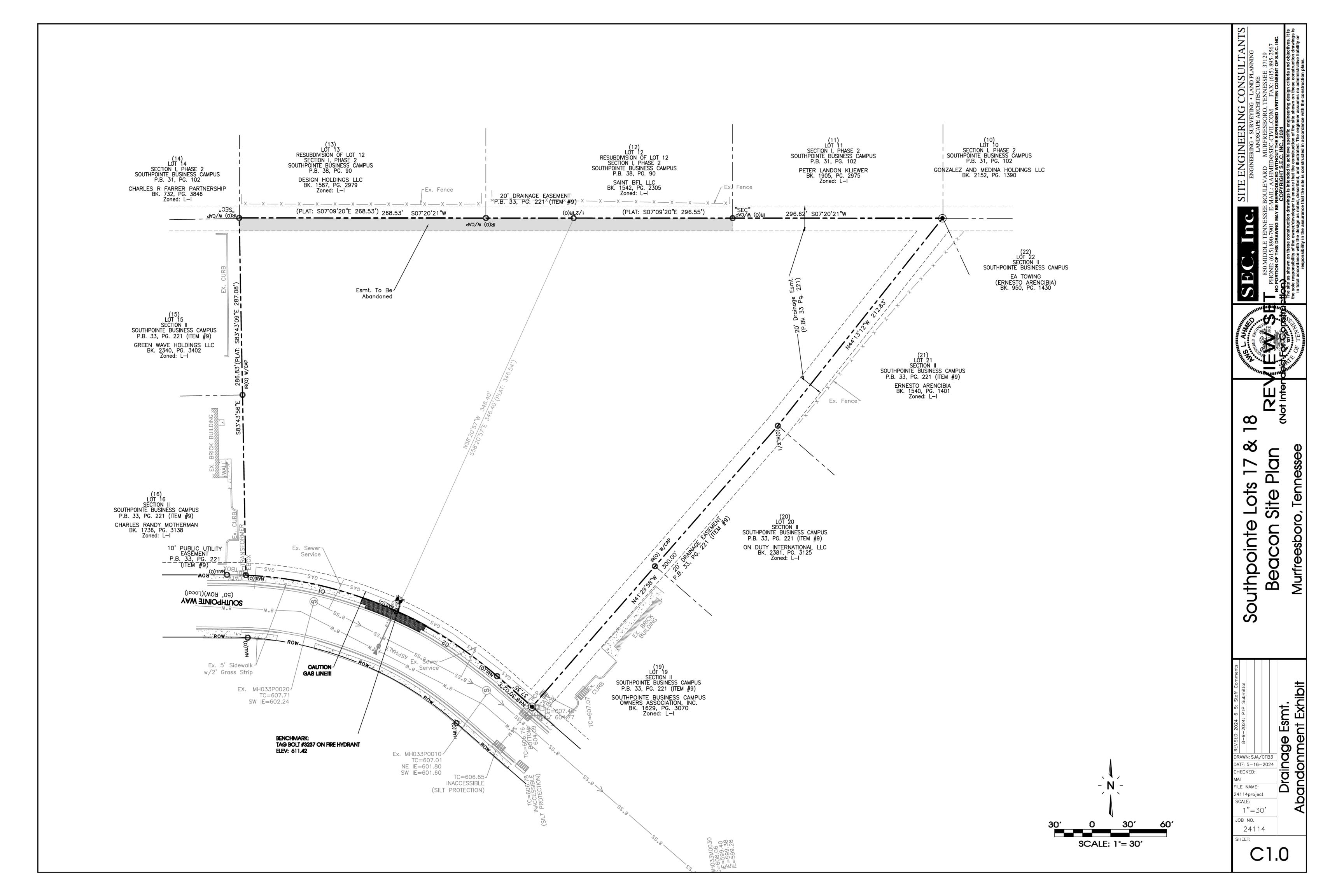
Applicant Signature

City of Murfreesboro Mandatory Referral Application

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

Mandato	ory Referral Fees:
	ht-of-way\$350.00 of right-of-way\$150.00
Property Information:	
Tax Map/Group/Parcel: 113C-Group C, Parcel 17.00 & 18.00 A	ddress (if applicable): 1931 & 1919 Southpointe Way, Murfreesboro, TN 37
Street Name (if abandonment of ROW):	
Type of Mandatory Referral: Drainage Easement Abandonme	ent
Applicant Information:	
Name of Applicant: Tanner Smith	
Company Name (if applicable): ARCO/Murray Nash	nville
Street Address or PO Box: 1005 17th Avenue South	
City: Nashville	
State: TN	Zip Code: 37212
Email Address:	
Phone Number: 615-401-3971	
Required Attachments:	
☐ Letter from applicant detailing the request	
☐ Exhibit of requested area, drawn to scale	
☐ Legal description (if applicable)	
Smith	9/13/2024

Date





LINE TABLE

LINE

LI

L2

L3

_4

L5

L6

L7

L8

BEARING

N 82° 39′ 39″ W

N 07° 20' 21" E

S 58° 20' 57" E

S 07° 22' 00" W

S 07° 22' 00" W S 07° 22' 00" W

N 07° 20' 21" E

S 83° 43' 09" E

SITE ENGINEERING CONSULTANTS

ENGINEERING · SURVEYING · LAND PLANNING LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BLVD · MURFREESBORO, TENNESSEE 37129

PHONE: (615) 890-7901 · FAX: (615) 895-2567

ABANDONED EASEMENT EXHIBIT SOUTHPOINTE BUSINESS CAMPUS **SECTION 2, LOTS 17 & 18**

MAP 113C, GROUP C, PARCELS 17.00 & 18.00 PROPCO 1000, LLC

13TH CIVIL DISTRICT RUTHERFORD COUNTY, TENNESSEE R.BK. 2411, PG. 2870, P.BK. 33, PG. 221 R.O.R.C., TN

DISTANCE

10.17

11.22

132.55

127.93

198.25

70.28

263.72

10.36

LOT 15 SECTION 2 SOUTHPOINTE BUSINESS CAMPUS MAP 113C, GROUP C, PARCEL 15.00 P.BK. 33, PG. 221 GREEN WAVE HOLDINGS LLC R.BK. 2340, PG. 3402 IR W/CAP 10' DRAINAGE ESMT. TO BE ABANDONED 2,739± S.F. 0.063± ACRES

LOT 14 SECTION I, PHASE 2 SOUTHPOINTE BUSINESS CAMPUS MAP 113C, GROUP C, PARCEL 14.00 P.BK. 31, PG. 102

CHARLES R FARRER PARTNERSHIP R.BK. 732, PG. 3846

P.O.B. (LOT 17) IR W/CAP(SEC)

SOUTHPOINTE BUSINESS CAMPUS SECTION 2 MAP 113C, GROUP C, PARCEL 17.00 P.BK. 33, PG. 221

PROPCO 1000 LLC R.BK. 24II, PG. 2870

LOT 13 RESUBDIVISION OF LOT 12 SECTION 1, PHASE 2 SOUTHPOINTE BUSINESS CAMPUS MAP 113C, GROUP C, PARCEL 13.00 P.BK. 38, PG. 90 DESIGN HOLDINGS LLC

R.BK. 1587, PG. 2979

SOUTHPOINTE BUSINESS CAMPUS SECTION 2

MAP 113C, GROUP C, PARCEL 18.00 P.BK. 33, PG. 221

PROPCO 1000 LLC R.BK. 2411, PG. 2870

LOT 12 RESUBDIVISION OF LOT 12 SECTION I, PHASE 2 SOUTHPOINTE BUSINESS CAMPUS MAP 113C, GROUP C, PARCEL 12.00 P.BK. 38, PG. 90 SAINT BFL LLC

R.BK. 1542, PG. 2305

IO' DRAINAGE ESMT. TO BE ABANDONED 1,328± S.F. 0.030± ACRES

PG.

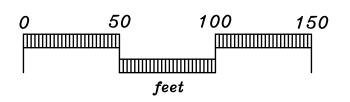
33 (P.BK. P.O.B. (LOT 18) IR W/CAP(SEC)

IR W/CAP

LOT II SECTION I, PHASE 2 SOUTHPOINTE BUSINESS CAMPUS MAP 113C, GROUP C, PARCEL 11.00 P.BK. 31, PG. 102 PETER LANDON KLIEWER

R.BK. 1905, PG. 2975





S.E.C. PROJ # 24114.01

DATE: 9/25/2024

REV:

FILE: 24114 SPI7&I8-aband.esmt

DRAWN BY: WCC

SCALE: I'' = 50'

SHEET I OF I



SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning 850 Middle Tennessee Blvd, Murfreesboro, TN 37129 www.sec-civil.com • 615-890-7901 • fax 615-895-2567

MAP 113C, GROUP C, PARCEL 17.00 PROPCO 1000, LLC RECORD BOOK 2411, PAGE 2870 R.O.R.C., TN PLAT BOOK 33, PAGE 221 R.O.R.C., TN 2,739 SQUARE FEET, 0.063± ACRES

ABANDONED EASEMENT

AN EASEMENT IN THE LANDS OF PROPCO 1000, LLC LYING IN THE 13TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY SOUTHPOINTE BUSINESS CAMPUS, SECTION 2 - LOT 15 – P.BK. 33, PG. 221 (R.O.R.C., TN) ON THE NORTH; RESUBDIVISION OF LOT 12, SECTION 1, PHASE 2, SOUTHPOINTE BUSINESS CAMPUS – LOTS 12 & 13 – P.BK. 38, PG. 90 (R.O.R.C., TN) ON THE EAST; SOUTHPOINTE BUSINESS CAMPUS, SECTION 2 - LOT 18 – P.BK. 33, PG. 221 (R.O.R.C., TN) ON THE SOUTH; AND THE REMAINING PORTION OF THIS PARCEL ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>BEGINNING</u> AT AN IRON ROD (SEC) LOCATED AT THE NORTHEAST CORNER OF THIS PARCEL, THE SOUTHEAST CORNER OF SOUTHPOINTE BUSINESS CAMPUS, SECTION 2 - LOT 15, AND THE NORTHWEST CORNER OF RESUBDIVISION OF LOT 12, SECTION 1, PHASE 2, SOUTHPOINTE BUSINESS CAMPUS – LOT 13;

THENCE, WITH THE WEST LINE OF LOT 13, S 07° 22' 00" W FOR A DISTANCE OF 198.25' TO AN IRON ROD LOCATED AT THE SOUTHWEST CORNER OF LOT 13 AND THE NORTHWEST CORNER OF LOT 12;

THENCE, WITH THE WEST LINE OF LOT 12, S 07° 22' 00" W FOR A DISTANCE OF 70.28' TO A POINT LOCATED AT THE SOUTHEAST CORNER OF THIS PARCEL AND THE NORTHEAST CORNER OF SOUTHPOINTE BUSINESS CAMPUS, SECTION 2 - LOT 18:

THENCE, WITH THE NORTH LINE OF LOT 18, N 58° 20' 57" W FOR A DISTANCE OF 11.22' TO A POINT; THENCE, WITH A LINE THROUGH THIS PARCEL, N 07° 20' 21" E FOR A DISTANCE OF 263.72' TO A POINT ON THE SOUTH LINE OF SOUTHPOINTE BUSINESS CAMPUS, SECTION 2 - LOT 15;

THENCE, WITH THE SOUTH LINE OF LOT 15, S 83° 43' 09" E FOR A DISTANCE OF 10.36' TO THE *POINT OF BEGINNING*. HAVING AN AREA OF 2,739± SQUARE FEET, 0.063± ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO PROPCO 1000, LLC BY WARANTEE DEED OF RECORD IN BOOK 2411, PAGE 2870 (DATED 2/9/2024) AND OF RECORD IN PLAT BOOK 33, PAGE 221 (DATED 12/21/2007) IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.



SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning 850 Middle Tennessee Blvd, Murfreesboro, TN 37129 www.sec-civil.com • 615-890-7901 • fax 615-895-2567

MAP 113C, GROUP C, PARCEL 18.00 PROPCO 1000, LLC RECORD BOOK 2411, PAGE 2870 R.O.R.C., TN PLAT BOOK 33, PAGE 221 R.O.R.C., TN 2,739± SQUARE FEET, 0.063± ACRES

ABANDONED EASEMENT

AN EASEMENT IN THE LANDS OF PROPCO 1000, LLC LYING IN THE 13TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY SOUTHPOINTE BUSINESS CAMPUS, SECTION 2 - LOT 17 – P.BK. 33, PG. 221 (R.O.R.C., TN) ON THE NORTH; RESUBDIVISION OF LOT 12, SECTION 1, PHASE 2, SOUTHPOINTE BUSINESS CAMPUS – LOT 12 – P.BK. 38, PG. 90 (R.O.R.C., TN) ON THE EAST; AND THE REMAINING PORTION OF THIS PARCEL ON THE SOUTH AND THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>BEGINNING</u> AT AN IRON ROD AT THE SOUTHWEST CORNER OF RESUBDIVISION OF LOT 12, SECTION 1, PHASE 2, SOUTHPOINTE BUSINESS CAMPUS – LOT 12 AND IN THE EAST LINE OF THIS PARCEL; THENCE, WITH LINES THROUGH THIS PARCEL, FOR THE FOLLOWING (2) CALLS:

- 1. N 82° 39' 39" W FOR A DISTANCE OF 10.17' TO A POINT;
- 2. N 07° 20' 21" E FOR A DISTANCE OF 132.55' TO A POINT LOCATED ON THE SOUTH LINE OF SOUTHPOINTE BUSINESS CAMPUS, SECTION 2 LOT 17;

THENCE, WITH THE SOUTH LINE OF LOT 17, S 58° 20' 57" E FOR A DISTANCE OF 11.22' TO A POINT LOCATED ON THE WEST LINE OF RESUBDIVISION OF LOT 12, SECTION 1, PHASE 2, SOUTHPOINTE BUSINESS CAMPUS – LOT 12; THENCE, WITH THE WEST LINE OF LOT 12, S 07° 22' 00" W FOR A DISTANCE OF 127.93' TO THE <u>POINT OF</u> <u>BEGINNING.</u>

HAVING AN AREA OF 1,328± SQUARE FEET, 0.030± ACRES.

THIS TRACT IS SUBJECT TO ANY EASEMENTS, RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE REPORT MAY REVEAL.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO PROPCO 1000, LLC BY WARANTEE DEED OF RECORD IN BOOK 2411, PAGE 2870 (DATED 2/9/2024) AND OF RECORD IN PLAT BOOK 33, PAGE 221 (DATED 12/21/2007) IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

- L THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE PART OF MAP II3, PARCEL IO INTO 21 LOTS & ONE NON-BUILDING LOT.
- 2. BEARING SYSTEM IS BASED ON STATE OF TENNESSEE HIGHWAY PLANS, PROJECT NO. I-24-I/I6)77 DATED 1967.
- 3. THIS PROPERTY LIES WITHIN ZONE X, NOT IN THE IOO YEAR FLOOD PLAIN AS DETERMINED FROM ELEVATIONS SHOWN ON FEMA FIRM MAPS FOR RUTHERFORD COUNTY, MAP NO. 47149CO260 H, EFFECTIVE DATE JANUARY 5, 2007.
- 4. SUBJECT PROPERTY IS A PORTION OF PARCEL IO AS SHOWN ON RUTHERFORD COUNTY TAX MAP II3.

- 8. SUBJECT PROPERTY IS ZONED LI. MINIMUM BUILDING SETBACKS FOR THIS ZONING DESIGNATION ARE AS FOLLOWS: FORT = 40° REAR = 20°
- 9. THE SOILS MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUITING OR FILLING OPERATIONS PERFORMED DURING OR BEFORE DEVILOPMENT, THEREFORE, THE BUILDER OF AN PROPOSED STRUCTURE SHALL WISTINGET THE CURRENT CONSTITUTION AND CONSULT WITH A SOFTEN CHARGE SHEET OF THE STRUCTURE OF THE STRUCTURE

- 12. ANY HOUSE OR STRUCTURE WITH A BUILDING DRAW TO THE PUBLIC SANTARY SEWER WITH A FLOOR ELEVATION AT JAY POWE BELOW THE ELEVATION OF THE CEVIET OR WHICH REQUIRES THE OWNERS TO EXECUTE A RELEASE AND INCLINIFICATION AGREEMENT IN FAVOR OF THE CITY AS A PREREQUISITE TO CONNECTING TO WATER AMO/OR SEWER SERVICES.
- 13. ANY MINIMUM FINISHED FLOOR ELEVATION (MIN.FFE) SHOWN INCLUDES THE MAIN BUILDING, GARAGES AND ACCESSORY STRUCTURES.
- 15. PROPOSED RUTHERFORD BOULEVARD EXTENSION TAKEN FROM PLANS PROVIDED BY HUDDLESTON-STEELE ENGINEERING.
- MAINTENANCE OF DETENTION AREA ON LOT 24 IS THE RESPONSIBILITY OF THE OWNER OF LOT 24.
- 17. THE DRIVEWAY LOCATIONS FOR LOTS 16 & 33 WILL BE SUBJECT TO THE REVIEW AND AND APPROVAL OF THE CITY TRAFFIC ENGINEER. THE PRINCIPAL STRUCTURE ON LOTS 16 & 33 MUST BE ORIENTED TO FACE RUTHERFORD BLVD.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
CI	30°32'39"	900.521	480.06	245.88'	474.40'	S68*31 '20*E
C2	07°16'35"	1080.00'	137.16'	68.67'	137.07'	S87°25'58"E
C3	88°53'27"	30.00'	46.54	29.42'	42.01'	S51°45'36"W
C4	41°11'09"	330.001	237.21'	123.99'	232.14"	S27°54'27"W
C5	90°00'00"	33.00'	51.84'	33.00'	46.67'	S03°30'02"W
C6	43°20'30"	55.00'	41.61'	21.85'	40.62	S63° 10' 13"E
C7	266°41'01"	55.00'	256.00'	58.281	80.00'	S48°30'02"W
C8	43°20'30"	55.00'	41.61'	21.85'	40.62'	N19*49'43*W
C9	43°20'30"	55.00'	41.61'	21.85'	40.62'	N63°10'13"W
CIO	266°41'01"	55.00'	256.00	58.28'	80.00'	N48°30'02"E
CII	43°20'30"	55.00'	41.61'	21.85'	40.62'	\$19°49'43"E
CI2	90°00'00"	33.00'	51.84'	33.00'	46.67'	N86*29 '58 W
CI3	41°11'09"	280.00'	201.27'	105.21'	196.97'	N27°54'27"E
C14	010001777	30.00'	47 70'	30 50'	40 04'	NTOO LA' DA"W

LINE DATA

BEARING	DISTANC
S83°46'02"E	18.54
516°23'46'W	134.56
875°38'16"W	52.42'
N45°07'15"W	30.00'
\$44°52'45'W	61.48
\$41°35'59"E	82.23'
S48°30'02'W	195.53
N41°29'58'W	58.11'
S51°16'09'W	55.55'
\$41°22'17"E	15.82
	\$83°46'02'E \$16°23'46'W \$75°38'16'W H45°07'15'W \$44°52'45'W \$41°35'59'E \$48°30'02'W H41°29'58'W \$51°16'09'W

LOT DATA

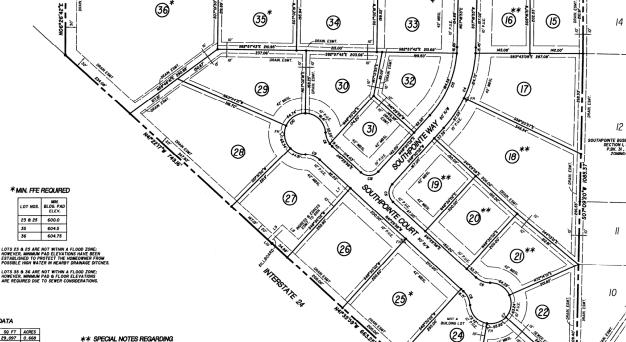
LOT	SQ FT	ACRES
15	29,097	0.668
16	28,673	0.658
17	59, 151	1.358
18	82,018	1.883
19	29,766	0.683
20	30,000	0.689
21	32,263	0.741
22	34,230	0.786
23	93,212	2.140
25	50,085	1.150
26	50, 156	1.151
27	47,856	1.099
28	74,230	1.704
29	46,101	1.058
30	34,947	0.802

** SPECIAL NOTES REGARDING

MAP 102, PARCEL 52 CHARLES W. STOFEL, ET AL

\$83°47'40"E 170.54"

- GRADING & DRAINAGE
- 2. LOTS IB & 19 MUST DRAIN TO CATCH BASIN #3. (SEE APPROVED GRADING PLANS.) PROVIDE KNOCKOUTS TO EACH LOT TO RECIEVE IB* DIA. RCP.
- LOTS 20 & 21 MUST DRAIN TO CATCH BASIN #10. (SEE APPROVED GRADING PLANS.) PROVIDE KNOCKOUTS TO EACH LOT TO RECIEVE 18" DIA. RCP.

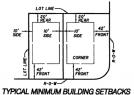


SAM SEWER ESMT.

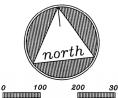
RUTHERFORD BOULEVARD 60' R/W

\$83°47'40"E 618.04"





N.T.S.





FIRE HYDRANT

I hereby certify that this plat has been reviewed for the Rutherford County Development Tay. No Development Ta Required.

23*

IS' SPECIAL INTEREST ACCESS ESMT.
RBK. 346, PG. 2840
60' ROAD USAGE ESMT.

WATER & SEWER ESMT.

MAP #3, PARCEL #.02 VAG, LLC R.BK. 51, PG. #84. R.O.R.C. ZONING: LI

PLAT BOOK 33 , PAGE 22) TIME OF RECORDING: 3:31 P.M. DATE OF DECORDING (Decomber 2) 2002 I FEEL REPORT CERTIFY THAT I AM DIE ARE) THE OWNERS OF THE PROPERTY SHOWN AND ESCHRED ARE AND THAT I THE INTERPET ADOIT THAT EACH AND SHOWN HIT MAY THE ARE THE OWNERS AND THAT WAS ADOIT TO THE AREA DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND BYLAWS OF SOUTHPOINTE BUSINESS CAMPUS R. BOOK 732, PG. 3821 CERTIFICATE OF ALLINES IS A CATEGORY ISOPHEY AND THE BATTO OF PRECISION OF THE INFERENCE SERVICE OF THE THE IS A CATEGORY ISOPHEY AND THE BATTO OF PRECISION OF THE INFERENCE OF CERTIFICATE OF THE APPROVAL OF STREETS AND DRAMAGE
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CERTIFICATE OF THE APPROVAL OF STREETS AND DRAINAGE

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HERBEST CERTIFITHAT: () THE WATER LINES AND APPRITEMANCES FOR THE SUBDIVISION
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THE WATER SERVICE AMPROCATION OF HAPPREESSING, WAITER AND SEWER REPRITMENT.

12-22-07

MATERIESSING WATER AND SEWER OFFICIAL

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

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CERTIFICATE OF APPROVAL FOR RECORDING

OWNER/DEVELOPER: JAMES J. & SONIA HAYNES CONTACT: JAMES HAYNES IGII RIVERVIEW DR. MURFREESBORO, TN 37129 DEED REFERENCE:

BENCHMARK FH TAGBOLT-0081 ELEV-611.77

TOTAL AREA = 26.811 ACRES
AREA IN 21 LOTS = 23.980 ACRES
AREA IN OPEN SPACE = 0.981 ACRES
AREA IN RIGHT-OF-WAY = 1.850 ACRES
ZONING = LI

FINAL PLAT

SECTION II SOUTHPOINTE BUSINESS CAMPUS SUBDIVISION

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

SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING 850 MIDDLE TENNESSEE BLVD . MURFREESBORO, TENNESSEE 37129

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Mandatory Referral for Abandonment of a Drainage Easement

along Suzanne Landon Drive

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider request to allow abandonment of a portion of a drainage easement along the east side of Suzanne Landon Drive.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its October 2, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider abandoning portions of an existing drainage easement on property located east of Suzanne Landon Drive south of Cedar View Drive. The easement in question is located within the Villas at Regal Square, Phase III development. The easement was originally recorded by plat, but, at the time it was recorded, it did not take into account the approved building locations for this development. As a result, the platted location of the easement conflicts with the locations of the proposed townhome buildings in several areas of the site. Both the City Engineer and the Executive Director of Public Works have reviewed the request and do not object to it as long as there is an agreement in place with the homeowners association for the HOA to maintain the portions of the easement that are less than 20' in width. (The City requires a minimum of 20' for it to maintain drainage easements.)

Planning Staff and the Planning Commission recommend that the City Council approve this request subject to the following conditions:

- 1. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the portion of the easement in question. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
- 2. The applicant will also be responsible for recording the instrument(s), including payment of the recording fee.

- 3. The applicant shall submit amended HOA documents transferring maintenance responsibilities for the drainage easement to the Legal Department for its review and approval.
- 4. The final plat dedicating any new required drainage easement shall be recorded simultaneously with the recording of the quitclaim deed abandoning the easement areas in question, as should any documents needed to transfer maintenance responsibilities of the drainage easement to the HOA.

Council Priorities Served

Establish Strong City Brand

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

Improve Economic Development

The abandonment of this easement will help to facilitate the development of the Villas at Regal Square, Phase III townhome community.

Attachments:

- 1. Staff comments from 06/05/2024 Planning Commission meeting
- 2. Letter and exhibits from applicant

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 OCTOBER 2, 2024

PROJECT PLANNER: AMELIA KERR

6.b. Mandatory Referral [2024-721] to consider the abandonment of portions of a drainage easement located east of Suzanne Landon Drive, David Cumming with M/I Homes of Nashville, LLC applicant.

This easement abandonment request is from David Cumming with M/I Homes of Nashville, LLC. The subject property is located at the southeast corner of Cedar View Drive and Suzanne Landon Drive.



In this mandatory referral, the Planning Commission is being asked to consider abandoning portions of an existing drainage easement on property being developed by M/I Homes of Nashville, LLC as the Villas of Regal Square, Phase 3. The request is to abandon portions of the existing drainage easement in order to resolve inadvertent conflicts with building locations as shown in red on the plan exhibits. The drainage easement for this development will be reconfigured and relocated as shown in the attached Phase 3 HPR plat submitted by Catalyst

Design Group, PC.

In order to abandon the drainage easement, the Murfreesboro Engineering Department requires that the drainage easement should be subject to submission and recording of a final plat that relocates the easement as proposed by the applicant and which notes the HOA's responsibility to maintain the portions of the easement that are less than 20'-wide. The drainage easement abandonment and final plat recording should be done simultaneously. The HOA must amend and record HOA documents obligating itself to maintain the drainage easement that is less than the required 20' width. This is due to the fact that, in order for the City to maintain drainage easements, a minimum of 20' width is required. However, the City consents to a width of less than 20', as long as mechanisms are in place for the HOA to maintain those portions of the easement. A copy of the correspondence from the City Engineer has been included in the agenda materials.

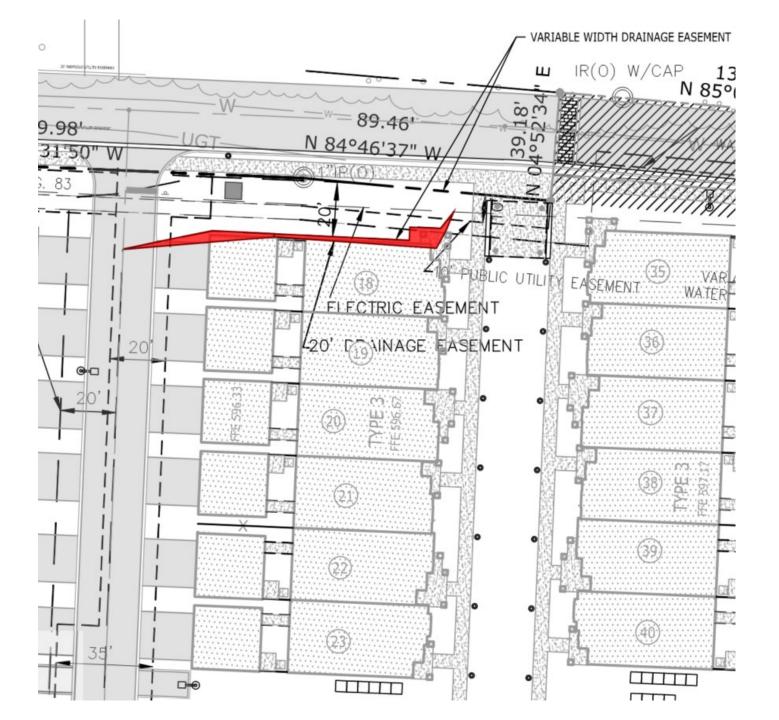
Staff further recommends that this request be subject to the following conditions in order to facilitate the abandonment process:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal documents. Such documents shall be subject to final review and approval of the City Legal Department.
- 2) The applicant shall submit amended HOA documents transferring maintenance responsibilities for the drainage easement for the review and approval of the City Legal Department.
- 3) The applicant will be responsible for paying any recording fees.
- 4) The final plat dedicating the new drainage easement shall be recorded simultaneously with the recording of the quitclaim deed abandoning the easement, as should any documents needed to transfer maintenance responsibilities of the drainage easement to the HOA.

The Planning Commission will need to discuss this application and make a recommendation to the City Council. If approved by the City Council, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.









City of Murfreesboro Mandatory Referral Application

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

Manda	tory Referral Fees		
Mandatory Referral, INCLUDING abandonment of ri	ght-of-way		\$350,00
Mandatory Referral, NOT INCLUDING abandonment	t of right-of-way		\$150.00
Property Information:			
Tax Map/Group/Parcel: 069-029.01-000	Address (if applica	ble):	
Street Name (if abandonment of ROW): NA			
Type of Mandatory Referral: (Partial) Draing	Al Easement	Abandonment	
	V		
Applicant Information:			
Name of Applicant: MI Homes of Wish	ville, LC		
Company Name (if applicable):			
State: TN	Zip Code:	37067	
Email Address:			
Phone Number:			
Required Attachments:			
Letter from applicant detailing the request			
🐧 Exhibit of requested area, drawn to scale			
		1 1	
		9/9/2	4

Date



September 9, 2024

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

Re: Regal Square Subdivision, Phase 3 Partial Drainage Easement Abandonment

City of Murfreesboro Planning Department

M/I Homes of Nashville, LLC, owners of Regal Square Subdivision Phase 3, hereby request that portions of the Drainage Easement on Parcel ID 069-029.01-000 be abandoned in order to resolve inadvertent conflicts with building locations as depicted in the approved site plan.

M/I Homes of Nashville, LLC





. . . creating a better quality of life.

MEMORANDUM

DATE: September 24, 2024

TO: Amelia Kerr

FROM: Michele Emerson

RE: Drainage Easement Abandonment for Regal Square

We have reviewed the drainage easement abandonment request for Regal Square and offer the following comments on behalf of the Engineering Department.

The request to abandon the drainage easement should be subject to submission and recording of a final plat that relocates the easement and notes the HOA's responsibility to maintain the easement. The drainage easement abandonment and final plat recording should be done simultaneously. The HOA must amend and record HOA documents obligating itself to maintain the drainage easement.

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

C: Chris Griffith
John Tully
Josh Upham
Katie Noel
Holly Smyth





TAX MAP: 69 RECORD BOOK 2413, PAGE 2201 PLAT BOOK 49, PAGE 285 FRONT: 15 FEET

DATE OF RECORDING:_____ TIME OF RECORDING:_____ PLATBOOK/RECORD BOOK:_____

OWNER: MH HOMES OF NASHVILLE, LLC CONTACT: DAVID M. CUMMING 725 COOL SPRINGS BLVD. SUITE 180 22**4-4**02-5607

PLAT NOTES

1. THE PURPOSE OF THIS PLAT IS TO ESTABLISH A HORIZONTAL PROPERTY REGIME FOR 76 UNITS INCLUDING COMMON AREA AND LIMITED COMMON ELEMENTS AND THE RECORDING OF REVISED DRAINAGE AND ELECTRIC EASEMENT.

2. IN TENNESSEE, IT IS A REQUIREMENT PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT" THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN TREE NOR MORE THAN TEN WORKING DAYS OF THEIR INTENT TO EXCAVATE. A LIST OF THESE UTILITIES MAY BE OBTAINED FROM THE COUNTY REGISTER OF DEEDS. THOSE UTILITIES THAT PARTICIPATE IN THE TENNESSEE ONE CALL SYSTEM CAN BE NOTIFIED BY CALLING TOLL FREE 1-800-351-1111.

3. THE EXISTENCE OR NON-EXISTENCE OF UTILITIES WHICH MAY BE PRESENT ON THE SITE OR ADJACENT SITES SHOULD BE CONFIRMED WITH THE UTILITY OWNER PRIOR TO COMMENCING OF ANY WORK.

4. IT IS THE RESPONSIBILITY OF EACH BUILDER TO DESIGN AND CONSTRUCT A SUITABLE GRADING AND DRAINAGE SCHEME WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE HOUSE, FROM HIS STRUCTURE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION

5. PARCELS MAY BE SUBJECT TO ADDITIONAL EASEMENT, AND/OR RESTRICTIONS, BY RECORD OR PRESCRIPTION, THAT A COMPLETE TITLE SEARCH MAY REVEAL.

6. PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN HEREON ARE INTENDED TO INDICATE AN EASEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGEWAYS; INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, FORCEMAINS, WATERLINES, TELEPHONE SIGNAL CONDUITS, ELECTRIC CONDUCTORS, DRAINAGE PIPES, AND NATURAL GAS

7. THE PLAT CREATING LOT 13 OF THE REGAL SQUARE SUBDIVISION ON WHICH THE HORIZONTAL PROPERTY REGIME IS LOCATED, IS RECORDED IN PLAT BOOK 49, PAGE 285.

8. UNDER THE CURRENT ADOPTED PLUMBING CODE, THE CITY OF MURFREESBORO REQUIRES MINIMUM FLOOR ELEVATION (M.F.E.) TO BE SET AT OR ABOVE THE TOP OF CASTING ELEVATION OF THE NEAREST MANHOLE THAT IS UPSTREAM OF THE SEWER SERVICE CONNECTION. AS AN ALTERNATIVE, THE HOMEOWNER SHALL INSTALL A BACKWATER VALVE PER THE PLUMBING CODE AND EXECUTE AND RECORD A RELEASE OF INDEMNIFICATION AGAINST THE CITY OF MURFREESBORO WITH REGARDS TO THE SANITARY SEWER CONNECTION. THE BUILDER AND/OR HOMEOWNER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THIS REQUIREMENT.

CERTIFICATE OF COMPLIANCE WITH THE HORIZONTAL PROPERTY ACT

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN CONFORMANCE WITH THE HORIZONTAL PROPERTY ACT. TCA 66-27-101.

DA**TE**: ATTORNEY:

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I HEREBY CERTIFY THAT (1) THE STREETS, DRAINAGE STRUCTURES, DRAINAGE IMPROVEMENTS, AND STORM WATER QUALITY CONTROLS FOR THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH THE CITY SPECIFICATIONS, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF THE SAME.

CITY ENGINEER: DATE:

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF MURFREESBORO, TENNESSEE WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RUTHERFORD COUNTY REGISRTER OF BOUNDARY SURVEY REPRESENTS A CATEGORY "I" SURVEY HAVING AN UNADJUSTED RATIO DEEDS PROVIDED THAT IT IS SO RECORDED WITHIN ONE YEAR OF THIS DATE.

DATE: PLANNING COMMISSION SECRETARY:

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

DATE:

I HEREBY CERTIFY THAT (1) THE SEWER LINES AND APPURTENANCES FOR THE SEWER SYSTEM OF THE SUBDIVISION SHOWN HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, COMMUNITY PUBLIC SEWER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF THE SAME. OR (3) THAT A SUBSURFACE SEWAGE SYSTEM WILL BE PERMITTED SUBJECT TO APPROVAL OF THE RUTHERFORD COUNTY HEALTH DEPARTMENT.

MURFREESBORO WATER RESOURCES OFFICIAL:

RECORD BOOK: 2413, PAGE 2201

OF PRECISION GREATER THAN 1:10,000 AND IS TRUE AND CORRECT.

JASON J. STIVERS TN REGISTERED SURVEYOR'S NO. 2219

CERTIFICATE OF OWNERSHIP AND DEDICATION

OTHER OPEN SPACES TO THE PUBLIC OR PRIVATE USE AS NOTED.

I(WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN

AND DESCRIBED HEREON AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION

WITH MY (OUR) FREE CONSENT AND ESTABLISH THE MINIMUM BUILDING RESTRICTION

OWNER: MH HOMES OF NASHVILLE, LLC DAVID M. CUMMINGS

CERTIFICATE OF APPROVAL FOR ELECTRIC POWER

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION (MTEMC) WILL PROVIDE ELECTRIC SERVICE TO THE SUBJECT PROPERTY ACCORDING TO THE NORMAL OPERATING PRACTICES OF MTEMC AS DEFINED IN THE RULES AND REGULATIONS, BYLAWS, POLICY BULLETINS AND OPERATIONAL BULLETINS OF MTEMC, AND IN ACCORDANCE WITH THE PLAT APPROVAL LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS AND UTILITIES HEREIN, PARKS AND CHECKLIST, TREE PLANTING GUIDELINES AND OTHER REGULATIONS CONTAINED ON THE MTEMC WEBSITE AT WWW.MTEMC.COM (COLLECTIVELY THE "REQUIREMENTS"). NO ELECTRIC SERVICE WILL BE PROVIDED UNTIL MTEMC'S REQUIREMENTS HAVE BEEN MET AND APPROVED IN WRITING BY AN

CORP OFFICIAL:

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP

AUTHORIZED REPRESENTATIVE OF MTEMC. ANY APPROVAL IS, AT ALL TIMES, CONTINGENT UPON CONTINUING COMPLIANCE WITH MTEMC'S REQUIREMENTS.

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

HEREBY CERTIFY THAT (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CITY OF MURFREESBORO, 9TH CIVIL DISTRICT, RUTHERFORD COUNTY, TENNESSEE CODES AND SPECIFICATIONS AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (2) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN POSTED WITH THE CITY OF MURFREESBORO TO ASSURE COMPLETION OF THE SAME.

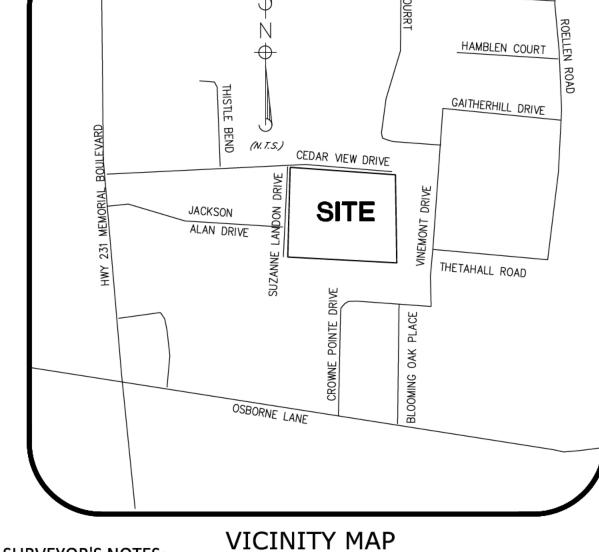
MURFREESBORO WATER RESOURCE OFFICIAL:

FINAL PLAT, REGAL SQUARE SUBDIVISION HORIZONTAL PROPERTY REGIME SUZANNE LANDON DRIVE & CEDAR VIEW DRIVE

LIMITED COMMON ELEMENT (TYP.)

	TOTAL ACRES = $7.86 \pm$	TOTAL LOTS = 1
2018-430 REGAL SQUARE SUBD.		CIVIL DISTRICT: 9TH
	OWNER: MH HOMES OF NASHVILLE LLC	CITY OF MURFREESBORO
	SCALE: 1"=60'	JOB #20-017
	SURVEYOR: JASON J. STIVERS	STATE OF TENNESSEE
	RUTHERFORD COUNTY	
	DATE: SEPTEMBER 10, 2024	SHEET NO. 1 OF 1



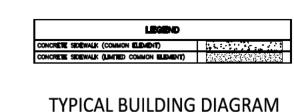


KIRTLEY COURT

SURVEYOR'S NOTES:

THIS SURVEYOR WAS NOT FURNISHED WITH A TITLE SEARCH OR TITLE POLICY, THEREFORE THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THIS SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS THAT WOULD AFFECT THE SUBJECT PROPERTY. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH.

- 4. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM SURFACE IMPROVEMENTS, UTILITY COMPANY RECORDS, AND/OR PLANS BY OTHERS. ACTUAL FIELD LOCATIONS AND SIZES OF THESE LINES SHOULD BE OBTAINED PRIOR TO ANY CONSTRUCTION ON THIS SITE. ADDITIONAL BURIED UTILITIES AND/OR STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND/OR STRUCTURES. BEFORE ANY EXCAVATION HAS BEGUN ON THIS SITE CALL 1-800-351-1111 FOR UNDERGROUND UTILITY LOCATIONS.
- 5. ALL BUILDINGS, SURFACE IMPROVEMENTS, AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THIS SITE ARE NOT NECESSARILY SHOWN HEREON.
- 6. SUBSURFACE AND/OR ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
- 8. BEARINGS SHOWN ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, ZONE 4100, NAD 1988
- 9. THIS IS A CATEGORY I SURVEY IN COMPLIANCE WITH THE RULES OF THE STATE OF TENNESSEE, BOARD OF EXAMINERS FOR LAND SURVEYORS, CHAPTER 0820-3, STANDARDS OF PRACTICE. THE ERROR OF CLOSURE FOR THE UNADJUSTED FIELD SURVEY IS BETTER THAN 1: 10,000.
- 10. NO PORTION OF THE PROPERTY IS WITHIN THE 100 YEAR FLOOD PLAIN AND IS DETERMINED IN ZONE X AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NUMBER 47149C1145J, DATED MAY 9, 2023. NO PORTION OF THE PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA, AS DESCRIBED ON THE FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE PROPERTY IS LOCATED.
- 11. THE ENTIRE PROPERTY IS ZONED PRD.





COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title:	Asphalt and Concrete Purchase Report				
Department:	Street				
Presented by:	Tracy Brown – Assistant Director, Street				
Requested Counc	il Action:				
	Ordinance				
	Resolution				
	Motion				
	Direction				
	Information	\boxtimes			

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	Туре	 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	Туре	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
9/6/2024	Vulcan	411E PG 64-22	\$ 87.50	4.29	\$ 375.38	\$ 2,464.77
10/4/2024	Vulcan	411E PG 64-22	\$ 84.70	12.32	\$ 1,043.50	\$ 3,508.27
			\$ -	0.00	\$ -	\$ 3,508.27
			\$ -	0.00	\$ -	\$ 3,508.27
			\$ -	0.00	\$ -	\$ 3,508.27
			\$ -	0.00	\$ -	\$ 3,508.27
			\$ _	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ _
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -
	<u> </u>		\$ -	0.00	\$ -	\$ <u> </u>
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
9/9/2024	Wiregrass Construction		\$ 95.05	6.56	\$ 623.53	\$ 9,853.73
9/10/2024	Wiregrass Construction	Commercial 411-E	\$ 95.05	4.91	\$ 466.70	\$ 10,320.42
10/3/2024	Wiregrass Construction	Commercial 411-E	\$ 93.95	10.11	\$ 949.83	\$ 11,270.26
			\$ -	0.00	\$ -	\$ 11,270.26
			\$ -	0.00	\$ 	\$ -
			\$ -	0.00	\$ -	\$ -
			\$ -	0.00	\$ -	\$ -

FY 25 STREET DEPARTMENT CONCRETE PURCHASES

Invoice Date	Vendor	Туре	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
- 1 1		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
0/2/2024	No the Ole Oct 1 And	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
0/0/2024	Nachvilla Dandy 645.	Fiber 2 Full Fibers	\$ 5.00	2.00		\$	10.00	\$	8,598.00
9/9/2024	Nashville Ready Mix	5555CF5	\$ 147.00	1.50		\$	220.50	\$	8,818.50
0/11/2024	Nachville Densky Miss	Half-Fibers .50lb dose	\$ 3.00	1.50		\$	4.50	\$	8,823.00
9/11/2024	Nashville Ready Mix	3413CF5	\$ 138.00	1.00		\$	138.00		8,961.00
9/13/2024	Nashville Ready Mix	3413CF5	\$ 138.00	1.00		\$	138.00		9,099.00
9/16/2024 9/17/2024	Nashville Ready Mix Nashville Ready Mix	3413 CF5	\$ 138.00	2.00		\$	276.00	-	9,375.00
9/17/2024	•	3413 CF5	\$ 138.00	2.00		\$	276.00		9,651.00
9/20/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$		\$	9,858.00
9/26/2024	Nashville Ready Mix Nashville Ready Mix	3413 CF5	\$ 138.00	1.00		\$	138.00		9,996.00
10/8/2024	Nashville Ready Mix	3413 CF5	\$ 138.00	1.50		\$	207.00	\$	10,203.00
10/0/2024	reastraine neady tally	3413 CF5	\$ 138.00	1.50		\$	207.00	\$	10,410.00
								\$	10,410.00
Invoice Date	Vendor	Туре	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: 10/17/2024

Item Title:
VxRail Computer Server Annual Support

Department:
Water Resources

Presented by:
Valerie Smith

Requested Action:
Ordinance □ Resolution □ Motion □ Direction □

Information

Summary

Consider VxRail computer server annual support.

Staff Recommendation

Approve annual support contract with Waypoint Business Solutions, LLC. The Water Resources Board recommended approval of this matter at their September 2024 meeting.

Background Information

Our VxRail system consists of six total servers, three production servers located at the Police Department and three disaster recovery servers located at City Hall. These servers were purchased in November 2019.

In addition to our Customer Information System (CIS) and Automated Meter Infrastructure (AMI) software, these servers contain our phone system and Interactive Voice Response (IVR) software. These servers are critical to the successful operation of multiple Murfreesboro Water Resources Department systems.

The pricing is available through our approved vendor, Waypoint Solutions.

Council Priorities Served

Responsible budgeting

Proper maintenance of hardware and software is critical for the effective and efficient operations of Water Resources Department systems.

Fiscal Impact

The expense, \$79,100, will come from the FY25 operating budget.

Attachments

Waypoint Contract

CONTRACT BETWEEN CITY OF MURFREESBORO AND WAYPOINT BUSINESS SOLUTIONS, LLC FOR VXRAIL SERVERS SUPPORT

This Agreement (the "Agreement") is entered into _______ (the "Effective Date"), by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee, ("City") and WAYPOINT BUSINESS SOLUTIONS, LLC, a Texas limited liability company, (hereafter referred to as "Waypoint"). City and Waypoint are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education, as amended on February 6, 2024 (attached hereto as Exhibit A);
- Waypoint's Quote #AAAQ21508 dated September 9, 2024 (attached hereto as Exhibit B); and
- This Agreement

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

- 1. Any properly executed amendment or change order to this contract (most recent with first priority)
- 2. This Agreement
- 3. Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education, as amended on February 6, 2024 (Exhibit A)
- 4. Waypoint's Quote # AAAQ21508 dated September 9, 2024 (Exhibit B)

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

- 1. Scope of Agreement. This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. <u>Duties and Responsibilities of Waypoint.</u> Waypoint agrees to provide and City agrees to purchase the equipment and services set forth on Waypoint's Quote #AAAQ21508 dated September 9, 2024 from Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education. Waypoint is an Authorized Reseller for Dell on the Wilson County Board of Education Contract.
- 3. Agreement for Services. In undertaking the work set forth herein, Waypoint must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Waypoint is solely responsible for any and all taxes imposed upon Waypoint and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from

taxation.

- **Term**. The term of this contract shall be from the Effective Date to March 27, 2029 (the termination date for the Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education, as amended on February 6, 2024).
- **5. Termination.** Waypoint'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 Waypoint, provided that Waypoint 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 Waypoint 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 Waypoint of any liability to the City for damages sustained by virtue of any breach by Waypoint.
 - e. Should the appropriation for Waypoint's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Waypoint.
- 6. <u>Independent Contractor</u>. In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint's performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Waypoint, except in the results obtained.

7. Payment.

- a. Price. The price for the goods and other items to be provided under the initial purchase under this Agreement are set forth in Waypoint's Quote #AAAQ21508 dated September 9, 2024, which reflects a purchase price of \$24,134.03. Any compensation due Waypoint under this 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 Waypoint 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 number. Final payment shall not be made until after performance is complete.
- b. <u>Delivery</u>. Deliveries of all items shall be made within 60 calendar days of order or as best provided by Contractor to 300 NW Broad, Murfreesboro, TN 37130. Contact Person Jeff Broach, Murfreesboro Water Resources, (tel. 615-890-0862 ext 3011; email ibroach@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday through Friday. Deliveries of all items shall be made as stated in Waypoint's Quote #AAAQ21508. Should Waypoint fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. Waypoint shall be responsible for

making any and all claims against carriers for missing or damaged items.

- c. <u>Acceptance</u>. 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. Such inspection shall take place within 10 days. 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 Dell Contract Code #51AHO, Customer Purchase Agreement for Products and Services between Dell Marketing L.P. and Wilson County Board of Education.
- d. <u>Purchase Order</u>. 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.
- e. <u>Applicable Taxes</u>. City is exempt from State sales tax and will issue a tax exemption certificate to Waypoint as requested. City shall not be responsible for any taxes that are imposed on Waypoint. Furthermore, Waypoint understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. Insurance.

- a. During the term of this Agreement, Waypoint must maintain the following liability insurance policies:
 - i. Commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability insurance of at least \$1,000,000 per occurrence;
 - iii. Professional (errors and omissions) liability insurance of at least \$1,000,000 per claim and \$1,000,000 aggregate; and
 - iv. Workers' compensation complying with statutory requirements and employer's liability insurance with a limit of \$500,000 per occurrence.
- b. Waypoint 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; and (ii) upon request, an endorsement naming the City as additional insured under the terms of the general liability and/or auto liability policies as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including, but not limited to information relating to a party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential, or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not

use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

10. Warranty.

Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or purchase order for the specific item.

11. Indemnification.

- a. <u>City Indemnity Obligation</u>. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Waypoint from any claims arising from any failure, regardless of any language in any attachment or other document that Waypoint may provide.
- b. Waypoint Indemnity Obligation. Waypoint shall defend, indemnify and hold harmless City from any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in Waypoint's reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for City to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) City's modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Waypoint's compliance with City's written specifications or directions, including the incorporation of any Deliverable or other materials or process

provided by or requested by City. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property (including, but not limited to the property of City and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

- 12. <u>Time Limitation</u>. NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.
- **13.** Effective Date. This Agreement is not binding upon the parties until signed by each of the Waypoint and the authorized representatives of the City. It is thereafter effective as of the date set forth above.
- **14.** City Data. City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.

15. **General Provisions.**

- a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.
- b. <u>Compliance with Laws.</u> Waypoint agrees to comply with any applicable federal, state and local laws and regulations.
- c. <u>Maintenance of Records</u>. Waypoint must maintain documentation for all charges against the City. The books, records, and documents of Waypoint, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- d. <u>Modification.</u> This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- e. <u>Relationship of the Parties.</u> Nothing herein may in any way be constructed 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 the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

- f. <u>Waiver</u>. 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.
- g. **Employment.** Waypoint 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.
- h. 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, Waypoint 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.
- i. 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.
- j. Entire Agreement/Assignment. This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

- k. **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 Waypoint may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
- 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.
- m. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.
- n. <u>Titles</u>. The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- o. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (email) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Waypoint Business Solutions, LLC
ATTN: Darren Orsag
118 Vintage Park Blvd, W414
Houston, Texas 77070

ATTN: City Manager 111 West Vine Street Murfreesboro, TN 37130

City of Murfreesboro

or or

Email: dgore@murfreesborotn.gov with

copy to jbroach@murfreesbortn.gov

p. <u>Delay.</u> Waypoint shall not be liable to City for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.

- q. <u>Dispute Resolution</u>. City and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- r. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

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

City of Murfreesboro, Tennessee	Waypoint Business Solutions, LLC
By:	By: Paul Nyman
Shane McFarland, Mayor	Paul Neyman, President
Approved as to form:	
Adam 7 Tucker	
Adam F. Tucker City Attorney	



118 Vintage Park Blvd, W414, Houston, TX 77070

Phone: 832-479-8540

QUOTE

Number AAAQ21508

Date Sep 9, 2024

Bill To

Murfreesboro Water Resources

Jeff Broach 300 NW Broad Murfreesboro, TN 37130 USA

Phone 615-890-0862 x 3011

Email jbroach@murfreesborotn.gov

Account Manager



Darren Orsag 979-325-0523 DOrsag@waypointsolutions.com

Ship To

Murfreesboro Water Resources

Jeff Broach 300 NW Broad Murfreesboro, TN 37130 USA

Phone 615-890-0862 x 3011 Email jbroach@murfreesborotn.gov

Contract

Wilson County Schools SPA

51AHO

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	1	Service tags- D142B03 D141B03 D140B03 J1GK903 J1GJ903 J1GJ903 Model VxRail E560d/F Upgrades and Extensions Service Contract Description ProSupport Plus Mission Critical Software Support-Maintenance New Contract Start Date Nov. 01, 2024 New Contract End Date Oct. 31, 2025	\$24,134.03	\$24,134.03
			SubTotal	\$24,134.03

SubTotal	\$24,134.03
Tax	\$0.00
Shipping	\$0.00
Total	\$24,134.03

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

CONTRACT BETWEEN CITY OF MURFREESBORO AND WAYPOINT BUSINESS SOLUTIONS, LLC FOR ADVANCED TECHNOLOGY SOLUTIONS AGGREGATOR

This Agreement (the "Agreement") is entered into ______ (the "Effective Date"), by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee, ("City") and WAYPOINT BUSINESS SOLUTIONS, LLC, a Texas limited liability company, (hereafter referred to as "Waypoint"). City and Waypoint are collectively referred to in this Agreement as the "Parties." This contract consists of the following documents:

- NCPA contract (NCPA 01-169), dated December 14, 2023, by and between Promark, an Ingram Micro Company and the National Cooperative Purchasing Alliance ("NCPA") (attached hereto as Exhibit A);
- Waypoint's Quote #AAAQ21531 dated September 3, 2024 (attached hereto as Exhibit B); and
- This Agreement

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

- 1. Any properly executed amendment or change order to this contract (most recent with first priority)
- 2. This Agreement
- 3. NCPA contract (NCPA 01-169), dated December 14, 2023, by and between Promark, an Ingram Micro Company and the National Cooperative Purchasing Alliance ("NCPA") (attached hereto as Exhibit A)
- 4. Waypoint's Quote #AAAQ21531 dated September 3, 2024

In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

- 1. Scope of Agreement. This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. <u>Duties and Responsibilities of Waypoint.</u> Waypoint agrees to provide and City agrees to purchase the VMWare software set forth on Waypoint's Quote #AAAQ21531 dated September 3, 2024 from NCPA contract (NCPA 01-169), dated December 14, 2023, by and between Promark, an Ingram Micro Company and the National Cooperative Purchasing Alliance ("NCPA"). Waypoint is an approved reseller for VMWare, through Promark, an Ingram Micro Company. Promark/Ingram is an authorized distribution partner/contract holder for VMWare. Furthermore, the City may utilize this Contract to procure additional equipment and services from Contractor per above referenced NCPA contract (NCPA 01-169) through the term of the contract December 31, 2026.

- 3. Agreement for Services. In undertaking the work set forth herein, Waypoint must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Waypoint is solely responsible for any and all taxes imposed upon Waypoint and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.
- **4.** <u>Term.</u> The term of this contract shall be from the Effective Date to the termination date for the above referenced NCPA contract (NCPA 01-169) on December 31, 2026.
- **5. Termination.** Waypoint'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 Waypoint, provided that Waypoint 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 Waypoint 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 Waypoint of any liability to the City for damages sustained by virtue of any breach by Waypoint.
 - e. Should the appropriation for Waypoint's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Waypoint.
- 6. <u>Independent Contractor</u>. In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint's performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of City, and City shall have no direction or control of Waypoint, except in the results obtained.

7. Payment.

- a. Price. The price for the goods and other items to be provided under the initial purchase under this Agreement are set forth in Waypoint's Quote #AAAQ21531 dated September 3, 2024, which reflects a purchase price of \$54,965.76 for goods and services provided. Any compensation due Waypoint under this 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 Waypoint 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 number. Final payment shall not be made until after performance is complete.
- b. **Delivery**. Deliveries of all items shall be made within 90 calendar days of order or as best

provided by Contractor at 300 NW Broad St., Murfreesboro, TN 37130. Contact Person Jeff Broach, (tel. 615-890-0862 ext 3011; email. jbroach@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during normal working hours of the City, Monday through Friday. Deliveries of all items shall be made as stated in Waypoint's Quote #AAAQ21531. Should Waypoint fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. Waypoint shall be responsible for making any and all claims against carriers for missing or damaged items.

- c. <u>Acceptance</u>. 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. Such inspection shall take place within 10 days. 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 NCPA contract (NCPA 01-169), dated December 14, 2023, by and between Promark, an Ingram Micro Company and the National Cooperative Purchasing Alliance ("NCPA").
- d. <u>Purchase Order</u>. 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.
- e. <u>Applicable Taxes</u>. City is exempt from State sales tax and will issue a tax exemption certificate to Waypoint as requested. City shall not be responsible for any taxes that are imposed on Waypoint. Furthermore, Waypoint understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. Insurance.

- a. During the term of this Agreement, Waypoint must maintain the following liability insurance policies:
 - i. Commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - ii. Automobile liability insurance of at least \$1,000,000 per occurrence;
 - iii. Professional (errors and omissions) liability insurance of at least \$1,000,000 per claim and \$1,000,000 aggregate; and
 - iv. Workers' compensation complying with statutory requirements and employer's liability insurance with a limit of \$500,000 per occurrence.
- b. Waypoint 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; and (ii) upon request, an endorsement naming the City as additional insured under the terms of the general liability and/or auto liability policies as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

9. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including, but not limited to information relating to a party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential, or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

10. Warranty.

Unless otherwise specified, every item purchased shall meet the warranty requirements set forth in the quote or purchase order for the specific item.

11. Indemnification.

- a. <u>City Indemnity Obligation</u>. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Waypoint from any claims arising from any failure, regardless of any language in any attachment or other document that Waypoint may provide.
- b. <u>Waypoint Indemnity Obligation</u>. Waypoint shall defend, indemnify and hold harmless City from any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse City for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in

Waypoint's reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for City to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) City's modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Waypoint's compliance with City's written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by City. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of City) or damage to property (including, but not limited to the property of City and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save City harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against City on account thereof, provided, however, the City or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

- 12. <u>Time Limitation</u>. NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.
- **13. Effective Date.** This Agreement is not binding upon the parties until signed by each of Waypoint and the authorized representatives of the City. It is thereafter effective as of the date set forth above.
- **14.** <u>City Data</u>. City is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.

15. General Provisions.

- a. **Exclusive Remedies.** The remedies in this Agreement are exclusive.
- b. <u>Compliance with Laws.</u> Waypoint agrees to comply with any applicable federal, state and local laws and regulations.
- c. <u>Maintenance of Records</u>. Waypoint must maintain documentation for all charges against the City. The books, records, and documents of Waypoint, insofar as they relate to work performed

or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

- d. <u>Modification.</u> This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- e. <u>Relationship of the Parties.</u> Nothing herein may in any way be constructed 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 the paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- f. <u>Waiver</u>. 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.
- g. <u>Employment</u>. Waypoint 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.
- h. 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, Waypoint 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.
- i. 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.

- j. <u>Entire Agreement/Assignment</u>. This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by either party without the prior written consent of the other party, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.
- k. 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 Waypoint may provide. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Tennessee, County of Rutherford, and the parties expressly submit to the jurisdiction of said courts.
- 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.
- m. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.
- n. <u>Titles</u>. The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- o. <u>Notices</u>. Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

Waypoint Business Solutions, LLC ATTN: Darren Orsag 118 Vintage Park Blvd, W414 Houston, Texas 77070 City of Murfreesboro ATTN: City Manager 111 West Vine Street Murfreesboro, TN 37130

or or

Email: <u>dorsag@waypointsolutions.com</u> Email: <u>dgore@murfreesborotn.gov</u> with copy to <u>jbroach@murfreesborotn.gov</u>

- p. <u>Delay.</u> Waypoint shall not be liable to City for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.
- q. <u>Dispute Resolution</u>. City and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- r. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

[signatures to appear on following page]

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

City of Murfreesboro, Tennessee	Waypoint Business Solutions, LLC
By:	By: Paul Nyman 13364E8329FC445
Shane McFarland, Mayor	Paul Neyman, President
Approved, as to form: Adam 7 Tucker Adam F. Tucker, City Attorney	



118 Vintage Park Blvd, W414, Houston, TX 77070

Phone: 832-479-8540

QUUIL

Number AAAQ21531

Date Sep 3, 2024

Bill To

Murfreesboro Water Resources Jeff Broach 300 NW Broad

Murfreesboro, TN 37130

USA

Phone 615-890-0862 x 3011

Email jbroach@murfreesborotn.gov

Account Manager



Darren Orsag 979-325-0523 DOrsag@waypointsolutions.com

Ship To

Murfreesboro Water Resources

Jeff Broach 300 NW Broad Murfreesboro, TN 37130 USA

Phone 615-890-0862 x 3011

Email jbroach@murfreesborotn.gov

Contract

NCPA

01-169

Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	192	VMWARE CLD FNDTN 5 1YR	\$286.28	\$54,965.76
		Sub	Total	\$54,965.76

Tax	\$0.00
Shipping	\$0.00
Total	\$54,965.76

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT https://www.waypointsolutions.com/return-policy. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

COUNCIL COMMUNICATION Meeting Date: October 17, 2024

Item Title:	City Council Meeting Minute 3, 2024)	es (January & February 2023, October			
Department:	Finance				
Presented by:	Erin Tucker, City Recorder/ Chief Financial Officer				
Requested Cou	ncil Action:				
	Ordinance				
	Resolution				
	Motion	\boxtimes			
	Direction				
	Information	П			

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

Current Minutes

October 3, 2024 (Regular Meeting)

Historical Minutes

January 5, 2023 (Public Comment Meeting)

January 5, 2023 (Regular Meeting)

January 11, 2023 (Workshop)

January 19, 2023 (Regular Meeting)

February 2, 2023 (Public Comment Meeting)

February 2, 2023 (Regular Meeting)

February 8, 2023 (Workshop)

February 16, 2023 (Regular Meeting)



City of Murfreesboro City Council – Regular Session

Thursday, October 3, 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 6:00 p.m. on Thursday, October 3, 2024.

Council Members Present

Vice Mayor Bill Shacklett – Presiding Jami Averwater Austin Maxwell Kirt Wade Shawn Wright

Mayor Shane McFarland and Madelyn Scales Harris were absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Erin Tucker, City Recorder / Chief Financial Officer
Randolph Wilkerson, Human Resources Director
Matthew Blomeley, Assistant Planning Director
Dr. Trey Duke, City Schools Director
Valerie Smith, Water Resources Director
Russell Gossett, Solid Waste Director
Russ Brashear, Assistant Transportation Director
Steve Jarrell, Deputy Chief of Police
Gabriel Moore, Project Engineer
Angela Jackson, Executive Director of Strategic Services
Cathy Smith, Purchasing Director
Henry McKee, Contracts Manager
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

Vice Mayor Shacklett called the meeting to order. Councilman Kirt Wade commenced the meeting with a prayer followed by the Pledge of Allegiance.

Vice Mayor Shacklett recognized a group of Leadership Rutherford attendees and eleven Murfreesboro Police Officer Recruits and praised them for their service and commitment to our community.

Ceremonial Items

STARS Award for August 2024. Randolph Wilkerson, Human Resources Director, presented the STARS Award for the month of August 2024 upon Carson Elder Arborist Foreman of the Street

City Council Meeting Minutes
October 3, 2024, 6:00 pm

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Department. The STARS award purpose is to recognize City employees that go above and beyond

the call of duty. In early May, a call was received regarding a resident who had been in the hospital

and was unable to take care of a tree that was overgrown and causing a potential hazard to the home.

Carson responded quickly and visited the homeowner to evaluate the tree. Unfortunately for the

homeowner, the tree was healthy and while it did need some maintenance, it was not eligible for the

City's tree removal program. Carson noticed some other needs on the property and wanted to ensure

the backyard was a safe space for the homeowner and her dog. During his personal time off work,

Carson visited the homeowner and helped her with the tree and other landscaping needs. Carson

and his wife both continue to help the individual and check in on her. Carson went above and beyond

for a homeowner facing hard times.

Public Comment on Actionable Agenda Items

Vice Mayor Shacklett inquired of Erin Tucker, City Recorder / Chief Financial Officer, about

the presence of any registered speakers for public comment on actionable agenda items. Ms. Tucker

stated 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. CIP Transfers (Finance)

2. Wellness Provider Amendment Agreement (Human Resources)

3. Contract Management Addition and E-ERP Module Optimization (Information Technology)

4. Use of Request for Competitive Sealed Proposals for Grant Purchase (Purchasing)

5. Mandatory Referral for Dedication of an Electric Easement along Warrior Drive (Planning)

6. Pedestrian Enforcement and Education Grant Contract (Police)

7. Contract Precision Commercial Services (Solid Waste)

8. Easement Offer for Sanitary Sewer Rehab 2023/24 519 Johnson St. (Water Resources)

9. Contract with Southern Pipe & Supply (Water Resources)

10. Asphalt Purchases Report (Water Resources)

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

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

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

Nay:

None

Minutes

11. City Council Meeting Minutes for December 2022, September 12 and 19, 2024. Erin

Tucker, City Recorder / Chief Financial Officer, presented a Council Communication regarding

approval of City Council meeting minutes for December 2022, September 12, 2024, and September

19, 2024. 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. Wade seconded the motion. Upon

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

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Old Business

Land Use Matters

12. Ordinance 24-O-31 (2nd and Final Reading). Vice Mayor Shacklett informed the Council

that Ordinance 24-O-31was pulled from the agenda to be presented at another time.

13. Ordinance 24-OZ-29 (2nd and Final Reading). The ordinance titled "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]" passed its first reading on September 19,

2024 and was offered for its second and final reading.

Mr. Wright made a motion to approve Ordinance 24-OZ-29. Ms. Averwater seconded the

motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Nay: None

14. Ordinance 24-OZ-28 (2nd and Final Reading). The ordinance titled "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 (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]" passed its first reading on September 19, 2024 and was offered for its second

and final reading.

Mr. Wade made a motion to approve Ordinance 24-OZ-28. Mr. Wright seconded the

motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

15. Ordinance 24-OZ-30 (2nd and Final Reading). The ordinance titled "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

City Council Meeting Minutes October 3, 2024, 6:00 pm

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]" passed its first

reading on September 19, 2024 and was offered for its second and final reading.

Ms. Averwater made a motion to approve Ordinance 24-OZ-30. Mr. Wade seconded the

motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay:

None

New Business

Resolution

16. Resolution 24-R-29. Dr. Trey Duke, City Schools Director, presented a Council

Communication requesting approval amending the FY25 General Purpose and Federal Projects

fund, approved by School Board on September 24, 2024. The resolution titled, "RESOLUTION 24-R-

29 amending the Fiscal Year 2025 (hereafter "FY2025") Murfreesboro City Schools Budget (4th

Amendment)" was offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-29. Mr. Wade seconded the

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

Ave:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Land Use Matters

17. Outside the City Sewer Customer Service Request for Property Along Epps Mill Road.

Matthew Blomeley, Assistant Planning Director, provided a Council Communication regarding a

request for 37.56 acres along the north side of Epps Mill Road as an outside the City sewer customer.

The Planning Commission approved the request at its September 18, 2024 meeting, subject to the

following conditions, with the third condition being added by Staff for clarification:

1. The total allocation of sanitary sewer to the subject property combined with the adjacent

property to the east (Lot 2 of the Capital Business Park Subdivision) shall not exceed the

amount of sanitary sewer capacity already allocated to said property to the east.

2. A City equivalent zoning classification of L-I (Light Industrial) shall be assigned to the

property.

City Council Meeting Minutes October 3, 2024, 6:00 pm

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3. The adjacent property to the east (Lot 2 of the Capital Business Park Subdivision) was

deemed as "grandfathered" for sewer service in November 2019 by the Water Resources

Department as it had an executed development contract with the City.

The property owners are committed to not using any additional sewer capacity beyond what

has already been committed to the property. Mr. Blomeley requested Council approve the outside

the City sewer request. Mr. Maxwell inquired about the capacity of the property from a sewer

standpoint. Valerie Smith, Water Resources Director, confirmed the capacity number for the

property. The property owner verbally committed to the conditions.

Mr. Wright made a motion to approve the outside the City sewer request, subject to the three

conditions recommended by Staff. Ms. Averwater seconded the motion. Upon roll call, the motion

passed by the following vote:

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay:

None

Ordinance

18. Ordinance 24-O-21 (1st Reading). Valerie Smith, Water Resources Director, presented a

Council Communication regarding revisions to Chapter 33 of the Murfreesboro City Code to make

minor corrections in Section 33-73, Definitions, Section 33-74(C), for appeals to sewer capacity, and

Section 33-81(C), related to vesting of sewer capacity. The ordinance titled "ORDINANCE 24-O-21"

amending the Murfreesboro City Code, Chapter 33, Water Resources, Article V, Section 33-73,

Definitions of Centralized Wastewater Treatment Facility; Section 33-74, Appeal of Denial of Sewer

Service; and Section 33-81, Initial Vesting Period of Sewer-Capacity Allocation and Other Sewer

Service Rights" was offered for passage on first reading.

Ms. Averwater made a motion to approve Ordinance 24-O-21. Mr. Wade seconded the

motion. Upon roll call, the ordinance was passed on first reading by the following vote:

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay:

None

On Motion

19. Vac Truck Purchase. Valerie Smith, Water Resources Director, presented a Council

Communication regarding the purchase of a 2024 Freightliner DS108 Vac Truck and requested

Council approve the purchase and contract #HT06-20 between the City and Houston Freightliner,

Inc. for \$332,320.

City Council Meeting Minutes October 3, 2024, 6:00 pm

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Mr. Wade made a motion to approve the purchase and contract. Ms. Averwater seconded

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

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay:

None

20. Thompson Lane Widening - ELI Engineering Design Amendment No. 2. Valerie Smith,

Water Resources Director, presented a Council Communication regarding Amendment No. 2 to Work

Authorization (WA) No. 4 for the continued design of the water, sewer, and repurified water

relocations in conjunction with Thompson Lane widening in the amount of \$110,560. The Water

Resources Board approved at its September 2024 meeting. Ms. Smith requested Council approve

Amendment No. 2 of WA No. 4 with Energy Land Infrastructure (ELI) for water resources utility

relocation design along Thompson Lane.

Mr. Maxwell made a motion to approve Amendment No. 2 to the ELI contract. Mr. Wright

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

Ave:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

21. Consolidated Utility District Boundary Amendment No. 9. Valerie Smith, Water

Resources Director, presented a Council Communication to consider Murfreesboro Water

Resources Department (MWRD)/ Consolidated Utility District (CUD) Boundary Amendment No. 9

regarding water service boundary revisions along Thompson and Van Cleve Lanes. Ms. Smith

requested Council approve the revisions to the MWRD/ CUD boundary as set forth in Exhibits 1 and

2 to the Boundary Amendment Agreement No. 9.

Mr. Wade made a motion to approve Amendment 9 to Service Area and Territorial Boundary

Amendment Agreement between CUD and the City. Ms. Averwater seconded the motion. Upon roll

call, the motion was passed by the following vote:

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay:

None

22. Purchase of Rehrig Roll Out Carts. Russell Gossett, Solid Waste Director, presented a

Council Communication regarding the purchase of 2,808 ninety-five-gallon EG roll out garbage carts

and requested Council approve the purchase and agreement between the City and Rehrig Pacific

Company for \$169,632.

Mr. Maxwell made a motion to approve the purchase and agreement. Mr. Wright seconded

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

City Council Meeting Minutes October 3, 2024, 6:00 pm Aye: Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

23. Contract with TDOT for FY25 Operating Expenses. Russ Brashear, Assistant

Transportation Director, presented a Council Communication regarding a Grant Contract with the

State of Tennessee, Department of Transportation (TDOT) for Urban Operating Assistance Program

(UROP) funds in FY25 and requested Council approve the Grant Contract, Project 75UROP-S3-018,

between the City and TDOT for \$1,131,300.

Mr. Wade made a motion to approve the Grant Contract. Mr. Maxwell seconded the motion.

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

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

24. Self-funded Insurance Fund Stop-Loss Coverage. Randolph Wilkerson, Human

Resources Director, presented a Council Communication regarding an agreement to purchase stop-

loss insurance for the City's self-funded health plan for 2025 and requested Council approve the

agreement between the City and BlueRe of Tennessee for \$1,010,238.

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

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

Ave:

Jami Averwater, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Abstain: Austin Maxwell

25. Community Traffic Safety Enforcement and Education Grant Contract. Steve Jarrell,

Deputy Chief of Police, presented a Council Communication regarding a Tennessee Highway Safety

Office Community Traffic Safety Enforcement and Education Grant Contract and requested Council

approve the Grant Contract between the City and the State of Tennessee, Department of Safety and

Homeland Security for \$150,000.

Mr. Maxwell made a motion to approve the Grant Contract. Mr. Wright seconded the motion.

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

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay:

None

26. Co-Responder Sustainability Project Grant Award Acceptance. Steve Jarrell, Deputy

Chief of Police, presented a Council Communication regarding a project grant from the Office of

City Council Meeting Minutes October 3, 2024, 6:00 pm Justice Programs (OJP) Bureau of Justice Assistance and requested Council accept the OJP Grant

Award between the City and the Department of Justice for \$500,000.

Mr. Wright made a motion to accept the Grant Award. Mr. Maxwell seconded the motion,.

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

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

27. Statewide School Resource Officer Program Grant Contract. Steve Jarrell, Deputy

Chief of Police, presented a Council Communication regarding a Statewide School Resource Officer

Program Grant and requested Council approve the Grant Contract between the City and the State of

Tennessee, Department of Safety and Homeland Security for \$1,050,000.

Mr. Maxwell made a motion to approve the Grant Contract. Mr. Wright seconded the motion.

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

Aye:

Jami Averwater, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay:

None

Darren Gore, City Manager, provided clarification on the remaining on motion items stating

they would be presented for informational purposes and no motion would be needed.

28. Murfreesboro City Schools Enrollment and Capacity Update. Dr. Trey Duke, Director

of Schools, presented a Council Communication and PowerPoint with an update on Murfreesboro

City Schools (MCS) enrollment numbers, building capacity for the 2024-2025 school year and

historical comparisons. Information was presented on building capacity levels and anticipated areas

of growth for City Schools.

MCS shows trending growth of approximately 2% each year and is the twentieth largest

district of the 145 school districts in Tennessee. Historically, MCS enrollment growth happens the

most during the school year from November to January. MCS schools currently above 95% building

capacity include Black Fox, Hobgood, Overall Creek, Reeves Rogers, Salem, and Scales. Black Fox

and Salem and are the highest areas of concern. Every 5 months, MCS tracks the number of City

building permits issued and the number of open lots available for permits by school zones to

estimate possible future growth. MCS will continue to monitor growth regularly and work with City

staff to project future increases in student population. Dr. Duke stated the major challenge regarding

growth is at schools that already have high capacity. This information was presented to Council as

notification only and no vote was necessary.

City Council Meeting Minutes October 3, 2024, 6:00 pm

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29. 10-yr Space Needs Assessment and Headcount Projections. Darren Gore, City

Manager, presented a Council Communication and PowerPoint regarding analysis of the City's ten-

year space needs assessment based on projected staffing increases between 2023 and 2033 for use

in developing an annual payroll pro forma and capital expense estimate for necessary office and

warehouse space. The space needs assessment provides optimal space utilization, cost efficiency,

improved functionality, and strategic planning. This information was presented to Council as

notification only and no vote was necessary.

30. August 2024 Dashboard. Erin Tucker, City Recorder/ Chief Financial Officer, presented a

Council Communication regarding the August 2024 Dashboard. The Dashboard provides assessable

financial information on a regular basis to assist in critical decision making about the fiscal affairs of

the City. This information was provided to Council as notification only and no vote was necessary.

Board & Commission Appointments

No board and commission appointments were presented.

Licensing

31. Regular Beer Permits and Special Event Beer Permits. Erin Tucker, City Recorder/ Chief

Financial Officer, presented a Council Communication regarding Regular Beer Permits and Special

Event Beer Permits including: one regular beer permit for a new location for a restaurant 1636 New

Salem Highway, Suite G and one special event beer permit for Interfaith Dental Clinic at 1500 Medical

Center Parkway, Suite 4D on November 14, 2024. Applicants met requirements for the permits and

were recommended for approval pending final building and codes inspections for the regular beer

permit and special event permit issuance for the special event beer permit.

Mr. Wright 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, Austin Maxwell, Kirt Wade, Shawn Wright, Bill Shacklett

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

32. Town Creek Task Order 15. Gabriel Moore, Project Engineer, presented a Council

Communication regarding Task Order 15 for Underground Storage Tank (UST) Removal at 215 NW

Broad Street for the Town Creek Daylighting Project. Historical information suggested four tanks

estimated to be 5,000 gallons each were at the location. On Tuesday, October 2, 2024, the Street

City Council Meeting Minutes October 3, 2024, 6:00 pm

Department was able to visually confirm the presence of underground storage tanks. The tanks were taken out of service prior to registration with the State of Tennessee Department of Underground Storage Tanks (TDUST) however, the same methodologies will be followed as required by TDUST. Mr. Moore requested Council approve Task Order 15 with Griggs and Maloney, Inc. for \$124,475 to properly dispose of the underground storage tanks.

Mr. Wade made a motion to approve the Task Order 15 with Griggs and Maloney, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Mr. Maxwell addressed the Murfreesboro City Police Recruits and thanked police recruits for being willing and able to be sent to serve the community.

Adjourn

There being no further business, Vice Mayor Shacklett adjourned this meeting at 7:10 p.m.

	BILL SHACKLETT VICE MAYOR
ATTEST:	
ERIN TUCKER CITY RECORDER / CHIEF FINANCIAL OFFICER	- R
APPROVED BY COUNCIL:	



City of Murfreesboro City Council – Public Comment Special Session

Thursday, January 5, 2023 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 regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, January 5, 2023.

Council Members Present

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

Snawn wright

Jami Averwater was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager Adam Tucker, City Attorney Jennifer Brown, City Recorder/ Finance Director Chris Yeager, City Clerk

Public Comment

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment. He then reviewed the procedures for speaking and invited those present to come forward to the lectern when they heard their name. The following individuals addressed the Council.

Philip Staffelli-Suel, 220 Indian Park Drive, stated that he was against the ban against the Tennessee Equality Project. He is concerned for the LGBTQ community.

Jim Boyd, 1302 Martin Luther King Jr. Boulevard, stated his concerns regarding an encampment at the former Kroger on Middle Tennessee Boulevard. He complimented the City and the Police Department on helping alleviate the problem.

Angela Tipps, 1323 Richland Place, spoke in favor of Boro Pride. She encouraged the City Manager, Council and Mayor to approve future Boro Pride events.

Elyce Helford, 910 Huntwood Street, spoke in favor of Boro Pride. She expressed concern with the negative impact on the LGBTQ community by not having Boro Pride events.

Shae Crowell, 3053 Weybridge Drive, spoke against the City Manager's letter to Tennessee

Equality Project. The various communities that make up the population of Murfreesboro need these

visible social events.

Rebecca Walter, 415 East Main Street, stated that she is concerned about her safety in

Murfreesboro.

Allie Sultan, 2236 Berrywood Road, Nashville, TN spoke in support of Boro Pride. She is a

Professor at MTSU and is concerned that loss of Boro Pride is a real risk to the LGBTQ community,

especially youth.

Roberta Chevrette, 1020 Monroe Street, Nashville, TN, spoke in support of Boro Pride. She is

a faculty member at MTSU and wants to see equality for the LGBTQ community.

Jesse Penland, 1895 Les Robinson Road, Columbia, TN (MTSU Student), spoke in support of

Boro Pride. He is in the graduate program for counseling and is concerned how the loss of Boro Pride

will affect mental health in the LGBTQ community.

There was no one else present who wished to speak.

Mayor McFarland asked Adam Tucker, City Attorney, about the meeting he had with the

Tennessee Equality Project. Mr. Tucker stated that it was a productive meeting and that both sides

had spoken their concerns. Mayor McFarland asked those speaking in favor of Boro Pride to reach

out to Tennessee Equality Project to see if they could work out a compromise as the City had already

made efforts to do so.

APPROVED BY COUNCIL: _

There being no further business, Mayor McFarland adjourned the meeting at 5:57 p.m.

	SHANE MCFARLAND
	MAYOR
ATTEST:	
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICER	-



City of Murfreesboro City Council - Regular Session

Thursday, January 5, 2023, 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 6:00 p.m. on Thursday, January 5, 2023.

Council Members Present

Mayor Shane McFarland - Presiding Madelyn Scales Harris Austin Maxwell Bill Shacklett Kirt Wade Shawn Wright

Jami Averwater was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager Adam Tucker, City Attorney Jennifer Brown, City Recorder/ Finance Director Darren Gore, Assistant City Manager/ Water Resources Director Dr. Trey Duke, City Schools Director Sam Huddleston, Executive Director of Development Services Chris Griffith, Executive Director of Public Infrastructure Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Vice Mayor Shacklett introduced John Mitchell, Executive Director of the Red Cross. Mr. Mitchell gave a brief speech regarding the preventative programs offered by the Red Cross and emphasized the need for more volunteers. Mr. Mitchell then offered a prayer followed by those present reciting the Pledge of Allegiance.

Consent Agenda

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

- 1. New Bulk Fuel Farm at the Murfreesboro Municipal Airport (Airport)
- 2. Amendment of ZOLL Data Systems Contract (Fire Rescue)
- 3. Purchase PortaCount Machine (Fire Rescue)
- 4. Main Street Banner Requests (Street)
- 5. Transportation Investment Report Memorial Blvd Widening (Transportation)
- 6. Amendment No. 1 Contract for Engineering Study of Transit Route and Shelter Placement (Transportation)
- 7. Amendment to WRRF Sodium Hypochlorite Contract (Water Resources)

8. Advanced Metering Infrastructure Equipment Purchasing Contract (Water Resources)

9. High Service Pump Station Programmable Logic Controller Replacement (Water

Resources)

10. Amendment No. 2 to Contract with Calgon Carbon Corporation (Water Resources)

11. Mechanical and Electrical Services Contract Extension (Water Resources)

12. Asphalt Purchases Report (Water Resources)

Mr. Wade made a motion to approve the Consent Agenda. Mr. Wright seconded the motion.

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

Ave:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

Old Business

13. Ordinance 22-OZ-44 (2nd and Final Reading). The ordinance titled "ORDINANCE 22-OZ-

44 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as

heretofore amended and as now in force and effect, to amend the conditions applicable and/or to

rezone to PRD (Albion at Murfreesboro Apartments PRD) a total of approximately 16.01 acres located

at 285 North Rutherford Boulevard as follows: amend 11.7 acres in the Planned Residential

Development (PRD) District, rezone approximately 4.2 acres from Residential Multi-Family Sixteen

(RM-16) District to Planned Residential Development (PRD) District, and rezone approximately 0.02

acres from College and University (CU) District to Planned Residential Development (PRD) District;

Albion of Murfreesboro, LLC, applicant, [2022-423]", which passed first reading on December 8,

2022, was offered for passage on second and final reading.

Mr. Maxwell made a motion to approve Ordinance 22-OZ-44. Mr. Wright seconded the

motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

Ave:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

14. Ordinance 22-OZ-45 (2nd and Final Reading). The ordinance titled "ORDINANCE 22-OZ-

45 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as

heretofore amended and as now in force and effect to zone approximately 1.6 acres along Veterans

Parkway as Commercial Highway (CH) District, simultaneous with annexation, to zone

approximately 5.7 acres as Planned Residential Development (PRD) District (The Villas at Veterans

PRD), simultaneous with annexation, and to amend the existing Villas at Veterans PRD zoning on 7.1

acres located along Franklin Road; Harney Homes, LLC, applicant [2022-425]", which passed first

reading on December 8, 2022, was offered for passage on second and final reading.

Mr. Wright made a motion to approve Ordinance 22-OZ-45. Mr. Maxwell seconded the

motion. Upon roll call, the ordinance was passed on second and final reading by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

New Business

Resolution

15. Resolution 23-R-01: FY23 City Schools Budget Amendment #5. Dr. Trey Duke, City

Schools Director, presented a Council Communication regarding FY23 City Schools budget

amendment #5 to recognize new revenues in the General Purpose Schools, School Federal Projects

and Nutrition Funds totaling \$43,610. The resolution titled, "RESOLUTION 23-R-01 amending the

2022-2023 Murfreesboro City Schools Budget (5th Amendment)" was offered for passage on its first

and only reading.

Mr. Maxwell made a motion to approve Resolution 23-R-01. Mr. Wright seconded the motion.

Upon roll call, the resolution was passed on its first and only reading by the following vote:

Ave:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

On Motion

16. Town Creek Master Services Agreement (MSA) and Task Orders. Sam Huddleston,

Executive Director of Development Services, presented a Council Communication regarding Town

Creek Master Services Agreement (MSA) and Task Order 1 – Building Characterization and Task

Order 2 - Site Survey with Griggs and Maloney, Inc. for the Town Creek daylighting project. Mr.

Huddleston requested Council approve the MSA and Task Orders in the amount of \$133,900.

Mr. Wade made a motion to approve the Master Service Agreement, Task Order 1 and Task

Order 2 with Griggs and Maloney, Inc. Mr. Maxwell seconded the motion. Upon roll call, the motion

was passed by the following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay:

None

17. Construction Contract Award - Beasie/ River Rock Connector Road. Chris Griffith,

Executive Director of Public Infrastructure, presented a Council Communication regarding the

Construction Agreement with Bell and Associates, LLC for the Beasie/ River Rock Connector Road

and requested Council approve the agreement between the City and Bell and Associates, LLC for

\$8,244,535.

Mr. Maxwell made a motion to approve the Construction Agreement with Bell and

Associates, LLC. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the

following vote:

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

18. Construction Administration Contract - Beasie/ River Rock Connector Road. Chris

Griffith, Executive Director of Public Infrastructure, presented a Council Communication regarding

the Professional Services Agreement with Energy Land & Infrastructure, LLC for the Beasie/ River

Rock Connector Road project and requested Council approve the agreement between the City and

Energy Land & Infrastructure, LLC for estimate in the amount of \$155,540.

Mr. Wright made a motion to approve the Professional Services Agreement with Energy Land

& Infrastructure, LLC. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the

following vote:

Ave:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

19. Professional Services Contract - Rutherford Boulevard Extension Geotechnical

Services. Chris Griffith, Executive Director of Public Infrastructure, presented a Council

Communication regarding the Professional Services Agreement with TTL, Inc. for geotechnical

exploration services for the extension of West Rutherford Boulevard and requested Council approve

the agreement between the City and TTL, Inc. in the amount of \$121,500.

Mr. Maxwell made a motion to approve the Professional Services Agreement with TTL, LLC.

Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Shane McFarland

Nay:

None

20. City of Murfreesboro / CUD Cost Sharing Agreement - Berkshire Paving. Chris Griffith,

Executive Director of Public Infrastructure, presented a Council Communication regarding a Cost

Sharing Agreement with Consolidated Utility District (CUD) for the repaving project in Berkshire

Subdivision and requested Council approve the agreement in the amount of \$400,000. CUD will pay

fifty percent of the resurfacing costs up to \$400,000.

Mr. Wade made a motion to approve the Cost Sharing Agreement with CUD. Mr. Maxwell

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

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

Shane McFarland

Nay: None

21. Martin Luther King Jr. Boulevard Sidewalk Project Phase 1 - Final Change Order. Chris

Griffith, Executive Director of Public Infrastructure, presented a Council Communication regarding a

final change order with Charles Deweese Construction, Inc. for the Martin Luther King Jr. Boulevard

Sidewalk Project Phase 1 to reflect the actual work performed and final contract amount of

\$215,696.56 and requested the Council approve the final change order.

Mr. Wright made a motion to approve the Martin Luther King Jr. Boulevard sidewalk final

change order. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following

vote:

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

Shane McFarland

Nay: None

22. Purchase of 2023 Ford E-450 Commercial Cutaway Truck. Dr. Trey Duke, Director of

City Schools, presented a Council Communication regarding the purchase contract of one new 2023

Ford E-450 Commercial Cutaway Truck with TT of F Murfreesboro Inc. (d/b/a Ford of Murfreesboro).

Dr. Duke requested Council approve the proposed purchase contract in the amount of \$56,085.

Ms. Scales Harris made a motion to approve the purchase contract. Vice Mayor Shacklett

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

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

Shane McFarland

Nay: None

23. Engineering Design Services for Qualified Biogas Property. Darren Gore, Assistant City

Manager/ Water Resources Director, presented a Council Communication regarding the design

contract for a new Qualified Biogas Property with Griggs and Maloney, Inc. in conjunction with the

project agreement with Waste Away, LLC and requested Council approve the agreement between

the City and Griggs and Maloney, Inc.

Mr. Maxwell made a motion to approve the Design Agreement with Griggs and Maloney, Inc.

Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright, Shane Ave:

McFarland

Nay: Kirt Wade

Board and Commission Appointments

24. Pension Committee. Mayor McFarland requested Council extend the term of Cathy

Smith, the "Employee Participant" on the Pension Committee, for an additional term, to expire June

1, 2025.

Mr. Wright made a motion to approve the re-appointment. Mr. Wade seconded the motion.

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

Aye:

Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Shawn Wright,

Shane McFarland

Nay: None

Licensing

Regular Beer Permits. Jennifer Brown, City Recorder/ Finance Director, presented a

Council Communication regarding Beer Permits. Two Regular Beer Permits were presented for

approval: one ownership change for a restaurant located at 2804 S. Rutherford Blvd. and one new

location for a grocery/market located at 1604 Memorial Blvd. Applicants met requirements for the

permits and were recommended for approval pending final building and codes inspections for the

regular beer permits.

Mr. Maxwell made a motion to approve the permits. Mr. Wright seconded the motion. Upon

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

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

Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

City Council Meeting Minutes January 5, 2023, 6:00 pm

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Mr. Tindall reminded Council that a works	Mr. Tindall reminded Council that a workshop would be held next Wednesday, January 11,		
2023 at 11:00 am.			
Adjourn			
There being no further business, Mayor McFarland adjourned this meeting at 6:28 p.m.			
	ANE MCFARLAND YOR		
ATTEST:			
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICER			
APPROVED BY COUNCIL:			



City of Murfreesboro City Council – Workshop Regular Session

Wednesday, January 11, 2023, at 11:30 am Municipal Airport Business Center 1930 Memorial Boulevard Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:34 a.m. on Wednesday, January 11, 2023.

Council Members Present

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

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Gary Whitaker, Assistant City Manager
Sam Huddleston, Executive Director of Development Services
Erin Tucker, Budget Director
Nate Williams, Parks and Recreation Director
Dr. Trey Duke, Director of City Schools
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Action Items

1. Murfreesboro Gateway Amendments to Protective Covenants and Bylaws. Sam Huddleston, Executive Director of Development Services, presented a Council Communication and requested Council approve Amendments to the Declaration of Protective Covenants and Property Owners' Association for the Commerce Center (Protective Covenants) and amend one provision of the Bylaws of the Association. He stated this action would protect and preserve the character of the Murfreesboro Gateway properties.

Vice Mayor Shacklett made a motion to approve the Amendments to the Declaration of

Protective Covenants and Bylaws. 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

2. Community Investment Program Funds Transfer. Nate Williams, Parks and Recreation

Director, presented a Council Communication and documents regarding fund transfers for the

Community Investment Program and requested Council approve the CIP transfer for various

projects. He stated this action would fund replacement of duct work for Patterson Park Community

Center, parking improvements for the Patterson Park Community Center Playground Installation, St.

Clair Senior Center roof repairs, Central Valley Disc Golf Course improvements, and scoreboard

replacements to Richard Siegel Soccer Complex.

Ms. Scales Harris made a motion to approve the Community Investment Program funds

transfer. 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: No

None

3. County Shared Bonds Revision for City Schools Capital Projects. Dr. Trey Duke,

Director of City Schools, presented a Council Communication and documents regarding capital

projects in city school and requested Council approve the revised County Shared Bonds Revision.

He stated the revised plan was adjusted to reflect actual cost and a revised estimate based on the

approved increase cost. The revised plan includes \$2M in previously unallocated funds with a total

allocation of \$11.8M from FY21 and FY22 proceeds plus interest earnings, of which \$7.76M is

currently available.

Mr. Maxwell made a motion to approve the bond revision. 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

City Council Workshop Meeting Minutes January 11, 2023, 11:30 am

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Workshop Items

Due to a clerical error on the printed agenda for this meeting, agenda item 5 on the website

agenda preceded website agenda item 4 during the meeting.

5. Development Impact Fee. Craig Tindall, City Manager, presented a Council

Communication and documents regarding the Development Impact Fee, including the City Schools

Impact Fee Study, not previously included, and stated that an ordinance would need to be drafted

and presented for approval at a future meeting.

Mr. Maxwell inquired about school capacities and growth on the west side of Murfreesboro.

Mr. Wright asked when the next study report would be needed. Dr. Trey Duke, Director of City

Schools, explained that the west side facilities were having the most issues with capacity due to

growth. He further explained that rezoning in the area has been considered as an approach to

alleviate capacity pressures. Mr. Wright asked if the report would need to be redone in 3 years. Mr.

Tindall stated it would be reasonable to redo the report in 3 years and asked for direction on the next

steps in moving forward. The Council directed Mr. Tindall to prepare revised documents for

consideration at a future meeting.

4. 2022 Sanitary Sewer Allocation Report. Darren Gore, Assistant City Manager/ Water

Resources Director, presented a Council Communication and PowerPoint reviewing the 2022

Sanitary Sewer Allocation Report. Mr. Gore explained that sewage systems are defined by rainfall

capacities and sewer rehabilitation efforts are gaining back capacity. There are three pump stations

for the City's current system. The west side is currently experiencing capacity issues which should

be resolved with current plans in place. Several "as is" versus "to be" models were presented to

show what current projects will do to improve the system. The planned cost increased from \$47.4

million to \$57.5 million due to numerous economic factors. Projected developments will add to

demand on the system. Overall, the system is in good shape as is with current and scheduled

projects upgrading the system on an adjusted timeline. Mr. Gore explained that they have more than

met the TDEC requirements for approval for the MGD expansion. Mr. Gore advised that they will

continue to work with TDEC to seek the new dissolved oxygen standard and receive a new NPDES

permit. This information was provided to Council as notification only and no vote was necessary.

6. FY23 Mid-Year Financial Report. Erin Tucker, Budget Director, presented a Council

Communication and documents reviewing the FY 23 Mid-Year Financial Report and FY 23 budget

comparison information. Mayor McFarland noted that there was a drop in budgeted expenses. Ms.

City Council Workshop Meeting Minutes January 11, 2023, 11:30 am Tucker explained that there was significant savings in payroll while sales tax revenue was down. This information was provided to Council as notification only and no vote was necessary.

7. November 2022 Dashboard. Erin Tucker, Budget Director, presented a Council Communication and documents regarding November 2022 Dashboard for the City and City Schools. This information was provided to Council as notification only and no vote was necessary.

Board and Commission Appointments

No appointments were presented.

Licensing

No beer permits were presented.

Payment of Statements

No payment of statements was presented.

Other Business

Craig Tindall, City Manager, recognized Gary Whitaker for 35 years of service and announced his retirement on January 17, 2023. Mr. Whitaker thanked those present for making his time working for the City a privilege and thanked the Council for the opportunity to serve.

Mr. Tindall announced the next meeting would be Thursday, January 19th, 2023.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 12:24 p.m.

	SHANE MCFARLAND MAYOR
ATTEST:	
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICE	 R
APPROVED BY COUNCIL:	



City of Murfreesboro City Council – Regular Session

Thursday, January 19, 2023, 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 6:00 p.m. on Thursday, January 19, 2023.

Council Members Present

Mayor Shane McFarland - Presiding Jami Averwater Madelyn Scales Harris Austin Maxwell Bill Shacklett Shawn Wright

Kirt Wade was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Randolph Wilkerson, Employee Services Director
Teresa Stevens, Sign Administrator
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Planner
Russell Gossett, Solid Waste Director
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Mayor Shane McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Ceremonial Items

STARS Award for December 2022. Randolph Wilkerson, Employee Services Director, presented the STARS Award for the month of December upon Marlene Belcher, Transit Operator of the Transportation Department. The STARS award purpose is to recognize City employees that go above and beyond the call of duty. Ms. Belcher saw a young child walking down the street on South Church alone. She stopped and spoke with the child and notified police. The child was missing and was quickly returned to their family. Ms. Belcher is a prime example that it is not the title that makes a leader, but the actions of someone who makes a leader.

Announcement of New Assistant City Manager. Mayor McFarland asked Craig Tindall, City

Manager, to announce the replacement of recently retired Assistant City Manager, Gary Whitaker.

Mr. Tindall announced Sam Huddleston had been promoted from Executive Director of Community

Development to Assistant City Manager.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications for the

following items:

1. Affordable Housing Program - Legacy Pointe Development (Community Development)

2. Asphalt and Concrete Purchase Report (Street)

3. Mandatory Referral for Dedication of an Electric Easement west of Beasie Road

(Planning)

4. Mandatory Referral for Abandonment of Drainage and Sanitary Sewer Easements along

Medical Center Parkway (Planning)

5. Mandatory Referral for Abandonment of Sanitary Sewer and Water Line Easements

along Medical Center Parkway (Planning)

Mr. Wright made a motion to approve the Consent Agenda. Vice Mayor Shacklett seconded

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

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

Shane McFarland

Nay: None

Old Business

Land Use Matters

6. Ordinance 22-OZ-18 (2nd and Final reading). The ordinance titled "ORDINANCE 22-OZ-

18 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as

heretofore amended and as now in force and effect to zone approximately 68 acres along Highway

99 south of Clearidge Drive as Planned Residential Development (PRD) District, simultaneous with

annexation; Patterson Company, applicant [2022-401]" which was offered for public hearing and

passed its first reading on September 22, 2022, was offered for passage on its second and final

reading.

Mr. Maxwell made a motion to defer Ordinance 22-OZ-18 until the section of roadway is

annexed. Ms. Scales Harris seconded the motion. Upon roll call, the ordinance was deferred on

second reading by the following vote:

Madelyn Scales Harris, Austin Maxwell, Shawn Wright, Bill Shacklett, Shane Aye:

McFarland

Nay: Jami Averwater

City Council Meeting Minutes January 19, 2023, 6:00 pm

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New Business

Land Use Matters

7a. Amending the Sign Ordinance Public Hearing. Teresa Stevens, Sign Administrator,

presented a Council Communication requesting approval to amend the Sign Ordinance electronic

changeable graphic display signs. The Planning Commission recommended its approval during their

regular meeting on December 7, 2022. Ms. Stevens stated that a public hearing was required on the

matter.

Mayor McFarland initiated the public hearing, welcoming comments on the Amendment to

the sign ordinance. Despite sufficient time for input, no attendees expressed a desire to speak on the

matter. Consequently, Mayor McFarland concluded the public hearing.

7b. Ordinance 22-O-47 (First Reading). The ordinance titled "ORDINANCE 22-O-47

amending Murfreesboro City Code, Chapter 25.2 Signs, Section 25.2-26, for the purpose of allowing

certain, electronic changeable graphic display signs, City of Murfreesboro Development Services

Division, applicant [2022-806]" was offered for passage on its first reading.

Mr. Maxwell made a motion to approve Ordinance 22-O-47. Mr. Wright seconded the motion.

Upon roll call, the ordinance was passed on its first reading by the following vote:

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

Shane Mc Farland

Nay: None

8a. Rezoning property along Memorial Boulevard and Haynes Haven Lane Public Hearing

(Public Hearing set by Resolution 22-R-PH-48). Matthew Blomeley, Assistant Planning Director,

presented a Council Communication regarding rezoning of approximately 22 acres located at the

northwest corner of Memorial Boulevard and Haynes Haven Lane to Planned Unit Development

(PUD) District. The Planning Commission approved the rezoning during their regular meeting on

December 7, 2022.

Clyde Roundtree, Huddleston-Steele Engineering, and Keaton Pettit, Chief Architect for

Johnson and Bailey Architects P.C., presented a PowerPoint presentation and information regarding

the development site plans for the AdamsPlace, LLC expansion.

Resolution 22-R-PH-48, adopted by City Council on December 14, 2022, titled,

"RESOLUTION 22-R-PH-48 fixing the time for holding a Public Hearing with respect to the proposed

amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee,

constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as

to consider a proposed amendment of approximately 22 acres located at 1925 and 1927 Memorial Boulevard to rezone approximately 5.4 acres from Single-Family Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District and to amend approximately 16.6 acres of the existing Adams Place PUD; AdamsPlace, LLC, applicant, [2022-420]", set the public hearing date. Notice of said public hearing was published in the January 3, 2023 edition of the *Murfreesboro Post*.

Council members asked questions about the proposal.

Mayor McFarland initiated the public hearing and invited those present wishing to speak to come to the podium. The following individuals addressed the Council during the public hearing:

- June McCash, Adam's Place resident, spoke against the rezoning. She stated that the proposed development was a change from the original plan and brings security and traffic concerns.
- Faye Johnson, Adam's Place resident, spoke against the rezoning. She stated the existing
 1994 plan would be violated by this rezoning.
- 3. Jeannine Scripp, Adam's Place resident, spoke against the rezoning. She was concerned about the disturbance new construction will bring to the community.
- 4. Dennis Martin, Adam's Place resident, spoke against the rezoning. He was concerned that the additional construction would reduce the ability of the area to drain well during heavy rain.
- 5. Irene Felicione, Adam's Place resident, spoke against the rezoning. She was concerned about added noise and traffic in the community.
- 6. Mary Edith Martin McFarland, Adam's Place resident, spoke against the rezoning. She was concerned about losing 20% of the trees in the green space.
- 7. Charlotte Gardener, Adam's Place resident, spoke against the rezoning. She did not see the new project being in line with the stated purpose of the existing zoning and did not know why the 1994 plan has not been developed.
- 8. Bill Bickford, Adam's Place resident, spoke against the rezoning. He asked the Council to consider revisiting the 1994 plan.
- 9. Amos Felicione, Adam's Place resident, spoke against the rezoning. He stated that the 1994 plan has never been followed through to development and felt that the new development would ruin the existing community and atmosphere currently in place.
- 10. Larry Castelli, Adam's Place resident, spoke against the rezoning. He was concerned that the current retirement community would be changed to something else.

- 11. Margaret Ordoubadian, Adam's Place resident, spoke against the rezoning. She was concerned about how much the campus would change with the new project, the loss of green space and the higher density of people.
- 12. Bonita Bowman, 123 Love Court, spoke against the rezoning. She was concerned that the increased housing units would increase traffic.
- 13. Pauline Hartiman, 501 Freedom Court, spoke against the rezoning. She was concerned about the property values in the area with the new development.
- 14. Mark Wood,107 Haynes Haven Lane, spoke against the rezoning. He presented several pictures of how heavy rain impacted the current property.
- 15. Gail Hendricks, 103 Haynes Haven Lane, spoke against the rezoning. She was concerned about how the view will change on Haynes Haven Lane and the loss of green space.
- 16. Cynthia Allen, 206 Peacock Avenue, spoke against the rezoning. She was concerned about the existing drainage on the property and how much it would increase with additional construction.
- 17. Valarie Martin, 207 Peacock Avenue, spoke against the rezoning. She was concerned about the additional traffic, the loss of green space, and the loss of community for the current residents.
- 18. Denise Mann, 323 Haynes Haven Lane, spoke against the rezoning. She was concerned that the loss of green space would be a loss for the Adam's Place community.
- 19. Tina Martha Whitfield, 206 Haynes Haven Lane, spoke against the rezoning. She was concerned that the project did not consider the needs of current residents.
- 20. Carol Clark, 327 Haynes Haven Lane, spoke against the rezoning. She thought there should be balance between new development and the needs of current residents.
- 21. John Bickford, Adam's Place resident, spoke against the rezoning. He suggested Council members would be fighting this rezoning as hard as they were if this was their neighborhood.
- 22. Andy Clark, Vice President of Development with National Healthcare Corporation (NHC), began to speak support of the rezoning, but then asked Council if they preferred he speak after the public hearing had been closed.

Mayor McFarland explained that he would like to close the public hearing and then hear from the development team. Despite sufficient time for input, no additional attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

8b. Ordinance 22-OZ-48 (First Reading). The ordinance titled "ORDINANCE 22-OZ-48

amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as

heretofore amended and as now in force and effect, to amend the zoning of approximately 22 acres

located at 1925 and 1927 Memorial Boulevard to rezone approximately 5.4 acres from Single-Family

Residential Fifteen (RS-15) District to Planned Unit Development (PUD) District and to amend the

use of approximately 16.6 acres of the existing Adams Place PUD; AdamsPlace, LLC, applicant,

[2022-420]" was offered for passage on first reading.

At Mayor McFarland's request, the development team for the rezoning request addressed

the Council as follows:

1. Andy Clark, Vice President of Development with National Healthcare Corporation (NHC),

spoke regarding the proposed project's purpose. He explained the need for housing for a

new demographics that was growing in demand. He stated their goal was to cause as

little disturbance as possible to the current residents of Adam's Place and the

neighborhood. He stated that they would address the storm water concerns during

construction if there are any deficiencies and asked for Council support.

2. Buckley Winfree, Administrator at Adam's Place, explained that the existing living

conditions in the community will be respected and introduced Terri Deal.

3. Terri Deal, Executive Director of Adam's Place, explained that the needs in the senior

community continue to evolve. Adam's Place is attracting more people from out of the

area and there are people who are looking for the kind of housing that is part of the

proposed plan. She stated that she is required to look at the present and future in making

decisions about what needs to be developed and feels that it will be a positive impact.

She stated that there was already an interest list of 27 families for the proposed project.

She stated that this project was an extension of the existing purpose of Adam's Place.

Matthew Blomeley, Assistant Planning Director, was asked to speak regarding questions

about setbacks and drainage. Mr. Blomeley stated that the property setback is 40 feet, and the

building setback is 23 feet. Sam Huddleston, Assistant City Manager, spoke about the drainage

issues. This area is part of a larger drainage system. Drainage from Memorial Boulevard can overflow

into the Adam's Place property. The existing Storm Water Management Plan is in place, and Adam's

Place is currently in compliance. Any plans must meet certain criteria in meeting storm water

drainage concerns.

Mr. Maxwell asked Mr. Blomeley about page 105 in the agenda regarding a map about the

capacity of future buildings. He stated that construction based on 1994 would preclude buildings

proposed in 1997 from being built. Mr. Blomeley described what was proposed and what currently

exists on the campus. Mr. Maxwell asked Mr. Clark why some phases of that project were not

completed. Mr. Clark said that part of the plan was not moved forward as a business decision but

there was capacity to build on the campus as it exists today. Mr. Wright asked if those additional

buildings would be 65 plus residences. Mr. Clark confirmed that those from the 1994 plan would be

65 plus residences.

Ms. Scales Harris was concerned about how this rezoning would be disruptive to the existing

residents. She then stated that the job of Council was to protect the citizens. She sees too many

issues with this development. Mr. Maxwell stated that Adam's Place was a special place and did not

feel he could support the project as presented.

Mr. Maxwell made a motion to deny the proposed rezoning.

Mayor McFarland stated that other Council members may still have questions and

discussion continued.

Vice Mayor Shacklett asked about the existing waiting list. Ms. Deal answered that there were

36 people on the list for the current facility. Vice Mayor Shacklett asked Mr. Clark why they did not

further develop the existing facility to add 90 additional units as originally planned. Mr. Clark

responded that they considered many factors and decided to downgrade the density. Ms. Deal

stated she also has an interest list of 27 families for the future development. It is meeting the needs

of a different demographic. Vice Mayor Shacklett stated he still had concerns about a shifting

business model.

Josh McCreary, Senior Vice President and General Counsel for NHC, offered information on

the age issue of residents. He stated that Adam's Place is an age targeted facility. The CCRC

designation is purely for tax exempt status. He clarified the HUD regulations are being met with the

new development.

Michael Ussery, President & Chief Operating Officer NHC, stated that dealing with change is

difficult but is necessary to meet rising demand for different senior living solutions. A mixed

community is becoming more popular and needed. Their vision is to provide care to the full spectrum

of seniors. Vice Mayor Shacklett stated that the current residents had a reasonable expectation to

maintain the campus as-is and that this development would be excellent on a different property.

Mayor McFarland asked Mr. Rountree about the 1994 plan and how many units could be built

on the current campus layout. Mr. Rountree stated that campus density would be much more

compact with that development. Mayor McFarland is struggling with the townhomes on Haynes

Haven and asked if they could reconsider the plan. He also stated that it is always a concern when

government tries to tell business how to run their work.

Mr. Wright stated that the age targeted plan is an issue versus the 65 plus age restricted.

Mr. McCreary asked if they could defer the application so they could consider and

Mayor McFarland stated that a motion was on the floor to deny the proposed rezoning,

Ordinance 22-OZ-48, and would need to be seconded or set aside. Mr. Maxwell confirmed that he

wanted to leave the motion on the floor. Ms. Scales Harris seconded the motion. Upon roll call, the

motion to deny Ordinance 22-OZ-48 failed by the following vote:

Ave:

Madelyn Scales Harris, Austin Maxwell

Nay: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Vice Mayor Shacklett made a motion to defer the proposed rezoning, Ordinance 22-OZ-48.

Mr. Wright seconded the motion. Upon roll call, the motion to defer Ordinance 22-OZ-48 was passed

by the following vote:

Aye:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay:

Madelyn Scales Harris, Austin Maxwell

Mayor McFarland broke for a five-minute recess at 8:28 p.m. and reconvened at 8:33 p.m.

9. Sewer Allocation Variance - Memorial Boulevard - Hy-Vee. Brad Barbee, Planner,

presented a Council Communication regarding a Sewer Allocation Variance request for Hy-Vee

grocery store at Memorial Boulevard and Haynes Drive for additional density above the sewer

allocation ordinance's zoning allowance and requested Council approval.

Mr. Maxwell made a motion to approve the sewer allocation variance. 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, Shawn Wright,

Shane McFarland

Nay:

None

10. Planning Commission Recommendations. Matthew Blomeley, Assistant Planning

Director, presented a Council Communication regarding the following items recommended for

approval by the Planning Commission on January 11, 2023.

a. Zoning application [2022-426] for approximately 4.1 acres located east of Memorial

Boulevard to be rezoned from RS-15 to PCD (Memorial Plaza PCD), B & N Patel applicant.

b. Annexation petition and plan of services [2022-507] for approximately 0.81 acres located

along South Church Street and Highfield Drive, Sam Willard, applicant.

c. Zoning application [2022-428] for approximately 0.54 acre located along South Church

Street and Highfield Drive to be zoned PCD (South Church Street Corner PCD)

simultaneous with annexation, Salem Investment Partners applicant.

d. Annexation petition and plan of services [2022-508] for approximately 22.3 acres located

along Butler Drive, City of Murfreesboro Administration Department, applicant.

e. Zoning application [2022-429] for approximately 22.3 acres located along Butler Drive to

be zoned H-I simultaneous with annexation, City of Murfreesboro Administration

Department, applicant.

Mr. Blomeley stated that public hearings were required and requested Council set the public

hearings for March 2, 2023.

Mr. Wright made a motion to approve the planning commission recommendations, setting

public hearings for March 2, 2023. 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,

Shane McFarland

Nay:

None

Resolution

11. Resolution 23-R-PH-01 Setting Public Hearing for Salem Highway and Barfield Road

Sanitary Sewer Assessment District. Darren Gore, Assistant City Manager/ Water Resources

Director, presented a Council Communication requesting Council schedule a public hearing on

March 2, 2023, for the Salem Highway and Barfield Road Special Sanitary Sewer Assessment District

(SSSAD). The resolution titled, RESOLUTION 23-R-PH-01 calling for a Public Hearing on the revision

of a sanitary sewer special assessment district, known as the Salem Highway and Barfield Road

Sanitary Sewer Special Assessment District" was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 23-R-PH-01. 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, Shawn Wright,

Shane McFarland

Nay: None

On Motion

12. Purchase of SCBAs for Two New Apparatus. Mark McCluskey, Fire Rescue Chief,

presented a Council Communication and requested Council approve the purchase of twelve (12)

Self-Contained Breathing Apparatus (SCBA) through the Houston-Galveston Area Council (HGAC)

Cooperative Purchasing Program and enter an agreement with G & W Diesel Services, Inc. dba

Emergency Vehicle Specialists in the amount of \$114,247.

Ms. Scales Harris made a motion to approve the purchase agreement. Mr. Wright seconded

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

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shawn Wright,

Shane McFarland

Nay: None

13. Purchase of Roll-Out Garbage Carts. Russell Gossett, Solid Waste Director,

presented a Council Communication and requested Council approve a purchase agreement with

Rehrig Pacific Company through a Cooperative Purchasing Omnia Contract for 1,404 95-gallon roll-

out garbage carts for new customers and replacement of damaged carts of existing customers in the

amount of \$93,610.

Ms. Scales Harris made a motion to approve the purchase 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, Shawn Wright,

Shane McFarland

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

Beer Permit. Jennifer Brown, City Recorder/ Finance Director, presented a Council

Communication regarding Beer Permits. One regular beer permit was presented for an

ownership/name change located at 1722 E South Rutherford Boulevard. Applicant met requirements

for the permit and was recommended for approval pending final building and codes inspections.

Mr. Maxwell made a motion to approve the permit. Mr. Wright seconded the motion. Upon

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

	Shane McFarland			
Nay:	None			
Payment of S	Statements			
No pa	No payment of statements was presented.			
Other Business				
Craig 7	Craig Tindall, City Manager, announced the next meeting would be February 2, 2023.			
Adjourn				
There being no further business, Mayor McFarland adjourned this meeting at 8:41p.m.				
	SHA! MAY	NE MCFARLAND DR		
ATTEST:				
ERIN TUCKER CITY RECORD	R DER/ CHIEF FINANCIAL OFFICER			
APPROVED BY	Y COUNCIL:	_		

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



City of Murfreesboro City Council – Public Comment Special Session

Thursday, February 2, 2023 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 regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, February 2, 2023.

Council Members Present

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

City Representatives Present

Craig Tindall, City Manager Adam Tucker, City Attorney Jennifer Brown, City Recorder/ Finance Director Nate Williams, Parks and Recreation Director Chris Yeager, City Clerk

Public Comment

Mayor McFarland began the meeting and announced that this special meeting is being held to hear from the citizens of Murfreesboro. He reviewed the procedures for speaking and invited those present to come forward to the lectern when they heard their name. The following individuals spoke.

Judy Reeves, 208 Cass Drive, spoke about purposely loud vehicles on city roadways. Mr. Wright stated that another individual from the same area had emailed the City about the issue and Chief Bowen was looking into resolutions.

Mariah Phillips, 511 E Clark Boulevard, spoke about a rally in City Plaza. She asked if the police presence at the Turning Point rally this last Saturday was paid for by Turning Point or the City and why. She also wanted to know what the fiscal impact was. Mayor McFarland stated he would answer any questions brought up at the end of the meeting.

Christopher Warren, 906 Prince Lane, spoke about the treatment of the LGBTQ community.

He is concerned about how the LGBTQ+ community is being treated in this city.

Logan Owens, 723 N Maple Steet, spoke about the importance of Murfreesboro pride. He

asked that the Council not cancel an event based on what he saw as bigotry and hate.

Roberta Chevrette, 1020 Monroe Street, Nashville (State/MTSU Staff), spoke in support of

Boro Pride. Ms. Chevrette appealed to the Council to not allow the hateful rhetoric to influence

their decisions.

Christian Gay, 3107 Wellington Place, spoke about debating the essence of a human being.

He stated that the Turning Point rally dehumanized the LGBTQ community.

There was no one else present who wished to speak.

Mayor McFarland asked Mr. Tindall about the cost of policing for the Turning Point rally. Mr.

Tindall explained that there are various considerations when providing security for an event. Since

this was a short event, no private security was provided but a police presence was maintained to

keep the peace.

Mr. Wright asked Nate Williams, Parks and Recreation Director, to come to the podium. Mr.

Wright asked Mr. Williams to detail his attempts to correspond with the Tennessee Equality Project.

Mr. Williams stated that numerous attempts had been made but not responded to. Mr. Wright

stated that they were trying to work with the Tennessee Equality Project without success.

There were comments from other Council members regarding the need for cooperation

from the Tennessee Equality Project.

APPROVED BY COUNCIL: _

There being no further business, Mayor McFarland adjourned the meeting at 6:00 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER



City of Murfreesboro City Council – Regular Session

Thursday, February 2, 2023, 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 6:00 p.m. on Thursday, February 2, 2023.

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

Craig Tindall, City Manager
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Matthew Blomeley, Assistant Planning Director
Brad Hennessee, Facilities Maintenance Director
Nate Williams, Parks and Recreator Director
Angela Jackson, Executive Director of Recreational Services
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Vice Mayor Bill Shacklett called the meeting to order. Councilmember Shawn Wright commenced the meeting with a prayer followed by the Pledge of Allegiance.

Community Presentation

Dawn Powell, Business Teacher at Holloway High School, addressed Council regarding DECA, a business club she advises where student members have qualified to go to State. Part of this qualification involved DECA student members developing a project on how to better their community by locating an area with traffic concerns and preparing and presenting a proposal on how to address those concerns. Students Asher Hill and Joseph McBee presented a PowerPoint presentation concerning the intersection at Ash Street and East Broad Street.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications for the

following items:

1. FY23 City Manager Approved Budget Amendments (Finance)

2. Contract Approval for ProphetPay Credit Card Processor (Golf)

3. Main Street Banner Request (Street)

4. Asphalt Purchases Report (Water Resources)

5. SSR Engineering Task Order 20-41-011.0 Amendment No. 1 (Water Resources)

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

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

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

Shacklett

Nay: None

Old Business

Land Use Matters

6. Ordinance 22-O-47 (2nd and Final reading). The ordinance titled "ORDINANCE 22-O-47

amending Murfreesboro City Code, Chapter 25.2 Signs, Section 25.2-26, for the purpose of allowing

certain, electronic changeable graphic display signs, City of Murfreesboro Development Services

Division, applicant [2022-806]" which was offered for public hearing and passed first reading on

January 19, 2023, was offered for passage on second and final reading.

 $Mr.\,Maxwell\,made\,a\,motion\,to\,approve\,Ordinance\,22-O-47.\,\,Mr.\,Wright\,seconded\,the\,motion.$

Upon roll call, the ordinance was passed on second and final reading by the following vote:

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

Shacklett

Nay:

None

New Business

Ordinance

7. Ordinance 23-O-06 (1st Reading). Craig Tindall, City Manager, presented a Council

Communication regarding the creation of the Community Investment Trust's Committee on

Contributions. The ordinance titled, "ORDINANCE 23-O-06 amending the Murfreesboro City Code,

Chapter 2, Administration, Article IX, Sections 2-161 through 2-165, creating the Murfreesboro

Community Investment Trust's Committee on Contributions" was offered for passage on first

reading.

Mr. Wade made a motion to approve Ordinance 23-O-36. Ms. Averwater seconded the

motion. Upon roll call, the ordinance was passed on first reading by the following vote:

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

Shacklett

Nay: None

Land Use Matters

8. Planning Commission Recommendations. Matthew Blomeley, Assistant Planning

Director, presented a Council Communication regarding the following items recommended for

approval by the Planning Commission on January 18, 2023:

a. Zoning application [2022-422] for approximately 10.1 acres located along West

Thompson Lane to be rezoned from RS-15 to PRD (Cherry Blossom Downs PRD), BA

Homes, LLC applicant.

Mr. Blomeley stated that a public hearing was required and requested Council set the public

hearing for March 2, 2023.

Mr. Wright made a motion to set the public hearing for March 2, 2023. Ms. Averwater

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

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

Shacklett

Nay: None

On Motion

Craig Tindall, City Manager, introduced new Facility Maintenance Director, Brad Hennessee,

to the Council.

9. Contract for Roof Replacements. Brad Hennessee, Facility Maintenance Director,

presented a Council Communication and requested Council approve a standard form construction

contract with Caldwell Construction Company to replace aging roofs on Fire Stations 2, 5, 7, 8, and

9 in the amount of \$151,050.

Mr. Maxwell made a motion to approve the contract. Mr. Wright seconded the motion. Upon

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

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

Shacklett

Nay: None

10. Agreement for Soccer Complex Scoreboard Replacement. Nate Williams, Parks and

Recreation Director, presented a Council Communication and requested Council approve an

agreement with Electro-Mech Scoreboard Corporation for Soccer Complex Scoreboard

Replacement at Richard Siegel Soccer Park

Mr. Wright made a motion to approve the agreement. 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, Shawn Wright, Bill Shacklett

Nay: Kirt Wade

11. Agreement for Greenways, Blueways, and Bikeways Master Plan Update. Angela

Jackson, Executive Director of Recreational Services presented a Council Communication and

requested Council approve the Professional Services Agreement with Kimley-Horn for the update of

the Greenways, Blueways, and Bikeways Master Plan in the amount of \$100,000.

Ms. Averwater made a motion to approve the agreement. Ms. Scales Harris seconded the

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

Ave:

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

Shacklett

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

Beer Permits. Jennifer Brown, City Recorder / Finance Director, presented a Council

Communication regarding Beer Permits and requested Council approved the permits. Three Regular

Beer Permits for restaurants were presented: one new location at 1668 Memorial Blvd, two ownership

changes with one at 1841 South Church Street and one at 3138 South Church Street, Suite C.

Applicants met requirements for the permits and were recommended for approval pending final

building and codes inspections.

Mr. Wade made a motion to approve the permits. 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

Payment of Statements

No payment of statements was presented.

Other Business

At Mr. Wade's request, Sam Huddleston, Assistant City Manager, provided an update regarding the West Park/ Blackman Park.

Mr. Tindall reminded Council there would be a meeting next Wednesday at the airport.

Adjourn	
There being no further business, Vice N	Nayor Shacklett adjourned this meeting at 6:28 p.m.
	BILL SHACKLETT
`	VICE MAYOR
ATTEST:	
ERIN TUCKER	
CITY RECORDER / CHIEF FINANCIAL OFFICER	
APPROVED BY COUNCIL:	



City of Murfreesboro City Council – Workshop Regular Session

Wednesday, February 8, 2023 at 11:30 am Municipal Airport Business Center 1930 Memorial Boulevard Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:35 a.m. on Wednesday, February 8, 2023.

Council Members Present

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

Austin Maxwell was absent and excused from the meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Erin Tucker, Budget Director
Sam Huddleston, Executive Director of Development Services
Jim Kerr, Transportation Director
Karen Lampert, Grant Manager
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and commenced the meeting with a prayer followed by the Pledge of Allegiance.

Action Items

1. American Recovery Plan Act (ARPA) Fund Allocation. Karen Lampert, Grant Manager, presented a Council Communication and requested \$3,020,000 of allocated ARPA funds be approved for park improvement projects at Old Fort Park and Patterson Park Community Center. This is part of the \$3.5M that was originally disbursed to Parks and Recreation and was approved at the February 16, 2022 Council meeting. \$270k will cover increased costs of ballfield and parking improvements at Old Fort Park. \$1.35M will go toward renovations to Outdoor Tennis Courts 1-8 at

Old Fort Park. \$1.4M will be used to implement outdoor improvements to the Patterson Park

campus. These projects meet U.S. Treasury guidelines for use of ARPA funds.

Mr. Wade made a motion to approve the ARPA fund allocation. Ms. Averwater seconded the

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

Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Ave:

Shane McFarland

Nay: None

2. KDGi Architectural Services Amendment 1 for Murfreesboro Water Resources

Department (MWRD) Administration Building. Darren Gore, Assistant City Manager/ Water

Resources Director, presented a Council Communication regarding Architectural Services

Amendment 1 to the architectural services contract with Kingdom Development Group, Inc. (KDGi)

for designing the remodel of the recently purchased building on 316 Robert Rose Dr. for use as

MWRD's Administration Building. Mr. Gore asked Council for an additional \$22,843.00 to

accommodate the amended services and requested they approve the contract amendment.

Ms. Scales Harris made a motion to approve the contract amendment. Ms. Averwater

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

Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Kirt Wade, Shawn Wright, Ave:

Shane McFarland

Nay: None

Workshop Items

3. Downtown Parking Study Progress Update. Jim Kerr, Transportation Director,

presented a Council Communication regarding Downtown Parking Study Progress Updates. Mr.

Kerr provided an update from the April 2022 report previously presented to Council, stating that

final deliverables of short and long-term recommendations would be given.

Mr. Greg Judy of Neel-Shaffer presented a PowerPoint on downtown parking needs in the

area. Key issues discussed were employee parking, wayfinding solutions for online parking status

for downtown, and cooperation between businesses, employees, and customers.

Mayor McFarland requested Staff come up with a plan for City government, county and

downtown employees to have a specific parking location and requested a public meeting with the

stakeholders to discuss parking.

City Council Workshop Meeting Minutes February 8, 2023, 11:30 am Sam Huddleston, Executive Director of Development Services, requested feedback and

discussed short-term action plans for the project. This information was provided to Council as

information only and no vote was necessary.

4. J. Percy Priest Reservoir Interlocal Agreement with CUD. Darren Gore, Assistant City

Manager/ Water Resources Director, presented a Council Communication and PowerPoint

regarding J. Percy Priest Reservoir Interlocal Agreement with Consolidated Utilities District (CUD).

Mr. Gore presented the details of the interlocal agreement and what responsibilities would be

carried by the City. This is to benefit Murfreesboro residents who are serviced by CUD. This

information was provided to Council as information only and no vote was necessary.

5. FY24 Budget Discussion. Erin Tucker, Budget Director, presented a Council

Communication and documents regarding FY24 Budget Discussion and FY23 Mid-Year Financial

Report that included FY24 Budget Calendar and Council Priorities and Budget Goals & Strategies.

This information was provided to Council as information only and no vote was necessary.

6. December 2022 Dashboard. Erin Tucker, Budget Director, presented a Council

Communication and documents regarding the December 2022 Dashboard for Council review. Ms.

Tucker explained that there was a continuing trend of sales tax collections being below budget.

This information was provided to Council as information only and no vote was necessary.

Board and Commission Appointments

There were no recommendations for Board and Commission appointments.

Mayor McFarland informed the Council that two Airport Committee members, George

Huddleston and Butch Jones, terms were expiring and were not seeking reappointment. He

indicated that Chad Gehrke, Airport Manager, has recommended qualified applicants to fill these

spots that will come through at a future meeting

Additionally, Charlie Myatt has been on the Pension Committee for 20 years and will not be

seeking reappointment. Mayor McFarland stated opportunities for positions on the Tennis

Committee. He requested Council think about the openings and recommend any individuals that

may be qualified to serve in these roles.

Licensing

No beer permits were presented.

Payment of Statements

Jennifer Brown, City Recorder/ Finance Director, stated that there was one statement to consider. An invoice from Davis Environmental Attorneys for \$69,516.13 to be paid from the General Fund Legal FY23 Operating Budget.

Mr. Wright 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, Bill Shacklett, Kirt Wade, Shawn Wright,
Shane McFarland

Nay: None

Other Business

No other business was presented.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 12:34 p.m.

	SHANE MCFARLAND MAYOR
ATTEST:	
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICER	3
APPROVED BY COUNCIL:	



City of Murfreesboro City Council – Regular Session

Thursday, February 16, 2023, 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 6:02 p.m. on Thursday, February 16, 2023.

Council Members Present

Mayor Shane McFarland – Presiding Jami Averwater Bill Shacklett Shawn Wright

Madelyn Scales Harris, Austin Maxwell and Kirt Wade were absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Randolph Wilkerson, Employee Services Director
Jim Kerr, Transportation Director
Matthew Blomeley, Assistant Planning Director
Michele Emerson, City Engineer
Matt Jarratt, Information Technology Director
Brad Hennessee, Facilities Manager
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order and recognized Chief Warrant Officer Daniel Wadham and Chief Warrant Officer Danny Randolph, two military pilots killed in a helicopter crash.

Mayor McFarland then led with prayer followed by the Pledge of Allegiance.

Ceremonial Items

STARS Award for February 2023. Randolph Wilkerson, Employee Services Director, presented the STARS Award for February 2023 upon Firefighters Josh Walker and Daniel Carter of the Fire Rescue Department. These two City of Murfreesboro firefighters responded to the scene of a traffic accident, provided invaluable help in the incident and were commended for their skill and professionalism. Mayor McFarland thanked the families for supporting their loved ones in serving the people of Murfreesboro.

Recognition of Chef Alex Belew. Mayor McFarland outlined the history of Chef Alex

Belew's impact on the food service industry in Murfreesboro. He commended Mr. Belew on his

success in winning the Hell's Kitchen Season 21 competition and presented him with the Key to the

City. Mr. Belew thanked his family and the City.

Consent Agenda

The Consent Agenda was presented for approval with Council Communications for the

following items:

1. Homeowner Rehabilitation - 416 South Highland Avenue (Community Development)

2. Mandatory Referral for Abandonment of Drainage and Sanitary Sewer and Waterline

Easements along Stonecenter Lane (Planning) 3. Mandatory Referral for Abandonment of Sanitary Sewer Easement along Franklin Road

(Planning)

4. RFCSP Approval for Downtown Parking Wayfinding Program Design Services (Purchasing)

5. Asphalt and Concrete Purchase Report (Street)

6. MWRD Operations & Maintenance Vehicle Purchase (Water Resources)

Ms. Averwater made a motion to approve the Consent Agenda. Vice Mayor Shacklett

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

Aye:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

New Business

Land Use Matters

7. Planning Commission Recommendations. Matthew Blomeley, Assistant Planning

Director, presented a Council Communication regarding the following items recommended for

approval by the Planning Commission on February 1, 2023.

a. Zoning application [2022-427] for approximately 9.8 acres located along the east side of

Agripark Drive to be rezoned from CH to PRD (Arden at Murfreesboro PRD), FC

Murfreesboro, LLC applicant.

b. Zoning Ordinance amendment [2023-801] regarding amendments to Section 34:

Floodplain Zoning, City of Murfreesboro Planning Department applicant.

c. Annexation petition and plan of services [2023-501] for approximately 146 acres

located along Highway 99 south of Clearidge Drive, City of Murfreesboro applicant.

Mr. Blomeley stated that public hearings were required and requested Council set the

public hearings for April 6, 2023.

Ms. Averwater made a motion to approve the planning commission recommendations

setting public hearing for April 6, 2023. Mr. Wright seconded the motion. Upon roll call, the motion

was passed by the following vote:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland Aye:

Nay: None

On Motion

8. Presentation of FY2022 Annual Audit Report. Jennifer Brown, Finance Director/ City

Recorder, presented a Council Communication regarding Presentation of Annual Audit Report.

James R. Jobe of Jobe, Hastings, & Associates presented the FY2022 Annual Comprehensive

Financial Report (ACFR) to the Council. Mr. Jobe noted that the total net position was \$1.1B and the

unassigned fund balance totals \$123M which is almost 95% of the annual City's expenditures. The

ACFR report will be submitted for an award again this year for excellence in financial reporting.

Mayor McFarland commented on the excellent work City Staff had done to decrease expenses. This

information was provided to Council as notification only and no vote was necessary.

9. Brinkley Road Change Order #2. Michele Emerson, City Engineer, presented a Council

Communication regarding Brinkley Road Improvement Project – Change Order #2. Ms. Emerson

requested Council approve Changer Order #2 with Bell and Associates, LLC for the Brinkley Road

Phase 1 project for the addition of bridge drains to the existing contract. The amount of the change

order was \$3,667.

Ms. Averwater made a motion to approve Change Order #2. Mr. Wright seconded the

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

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

10. Butler Drive ROW and Easements for Butler Drive Realignment Project. Michele

Emerson, City Engineer, presented a Council Communication regarding the acquisition of right of

way (ROW) and Easements for Butler Drive Realignment Project. Ms. Emerson requested approval

of the Right of Way Acquisition contract with Greg Peck & Associates for acquiring property for the

Butler Drive Realignment Project. Negotiations for the needed right of way and easements are

pending. If agreements are not reached, staff recommend proceeding with condemnation after

appraising the property and depositing the appraised value in court. Costs would include appraisal

services and acquisition of right of way and easements.

Mr. Wright made a motion to approve the Right of Way Acquisition Contract. Vice Mayor

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

Aye:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay:

None

11. Resolution 23-R-03 and Agreement between TDOT and the City for the South

Church Street (SR 10) Bridge over CSX Railroad. Jim Kerr, Transportation Director, presented a

Council Communication regarding Resolution 23-R-03 and an Agreement between TDOT and the

City for the South Church Street (SR 10) Bridge over CSX Railroad. Mr. Kerr requested Council

approve Resolution 23-R-03 permitting the City to enter into an Agreement between TDOT and the

City for the South Church Street (SR 10) Bridge over CSX Railroad.

Mr. Wright made a motion to approve Resolution 23-R-03 to enter the Agreement with

TDOT. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following

vote:

Aye:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

12. Cherry Lane Phase 3 Supplement Request for Right-of-Way (ROW) Acquisition. Jim

Kerr, Transportation Director, presented a Council Communication regarding Cherry Lane Phase 3

Supplement Request for ROW Acquisition. Mr. Kerr presented a supplement request for ROW

acquisition of Cherry Lane Phase 3 with Volkert, Inc. This would raise the current contract ceiling to

\$378,250. Funds are 80% federal and 20% local with local funds funded by FY19 CIP Budget.

Vice Mayor Shacklett made a motion to approve the supplement request for right-of-way

acquisition. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the

following vote:

Ave:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay:

None

13. Bradyville Pike Reconstruction Supplement Request for Right-of- Way (ROW)

Acquisition. Jim Kerr, Transportation Director, presented a Council Communication regarding

Bradyville Pike Reconstruction Supplement Request for ROW Acquisition. Mr. Kerr presented a

supplement request for ROW acquisition of Bradyville Pike Reconstruction with Volkert, Inc. This

would raise the current contract ceiling to \$471,000. Funds are 100% federal as the City has

already met its contract obligations.

Vice Mayor Shacklett made a motion to approve the right of way acquisition. Mr. Wright

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

Aye:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay:

None

Licensing

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Beer Permits. Jennifer Brown, City Recorder/ Finance Director presented four regular beer

permits for Council approval. Beer permit requests included: 1) A restaurant with an ownership

and name change at 1935 S. Church St, 2) A market with an ownership and name change at 235 N,

Rutherford Blvd., 3) A new location for a restaurant/coffeeshop at 2412 E Main Street and 4) A new

location for a restaurant/bar at 124 N Maple St. All applicants have met permit requirements and

are recommended for approval pending building and codes final inspections.

Ms. Averwater made a motion to approve the beer permits. Vice Mayor Shacklett seconded

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

Ave:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No Payment of Statements to be approved.

Other Business

14. Master Services Agreement (MSA) Low-Voltage Cabling Services. Matt Jarratt,

Information Technology Director, presented a Council Communication regarding Master Services

Agreement for Low-Voltage Cabling Services with LanLink Communications, LLC. Mr. Jarratt

requested Council approve the agreement pending legal review.

Vice Mayor Shacklett made a motion to approve the MSA with LanLink Communications,

LLC, pending legal review. Mr. Wright seconded the motion. Upon roll call, the motion was passed

by the following vote:

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Contract for Repair of Freeze Damage to Concessions Buildings. Brad Hennessee,

Facilities Manager, presented a Council Communication and contract regarding the repair of freeze

damage to concessions buildings at Barfield Cresent Park, Miracle Park, and Star Plex at McKnight

Park. Mr. Hennessee requested the council approve a contract with New Creations Construction,

LLC. New Creations Construction, LLC submitted the lowest responsible bid. Adam Tucker, City

Attorney, provided clarification insurance will cover the balance of the estimated cost of \$140,000

in repairs after \$100,000 deductible paid by the City, while additional refurbishment will cost

\$30,000 and use funds from CIP for FY19 and FY20. This was added as other business because an

emergency need to repair exists.

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

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

Aye:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Murfreesboro Water Resources Department (MWRD) Operations & Maintenance

Vehicle Purchases. Darren Gore, Assistant City Manager/ Water Resources Director, presented a

Council Communication regarding MWRD Operations & Maintenance Vehicle Purchase. Mr. Gore

submitted a proposal to purchase three 2023 Chevrolet Silverado 2500 Crew Cab work trucks from

Wilson County Motors to Council for approval. Due to low inventory, only one dealership

responded to requests for quotes. Each vehicle is \$38,513. This was added as other business

because of the need to secure the quote received as soon as possible.

Ms. Averwater made a motion to approve the purchases. Vice Mayor Shacklett seconded

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

Aye:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: None

Water Resources Recovery Facility (WRRF) Aerator 2A Impeller Replacement Task

Order 23-01. Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council

Communication regarding WRRF Aerator 2A Impeller Replacement. Mr. Gore submitted Task Order

23-01 with John Bouchard & Sons Co. and the purchase of equipment from Ovivo USA, LLC to the

City Council for approval. The contract with John Bouchard will be \$47,890 and the equipment will

cost \$96,042 for the impeller replacement and will be funded from MWRD's working capital

reserves. This was added as other business because the previous equipment broke suddenly, and

replacement is needed immediately.

Mr. Wright made a motion to approve the Task Order 23-01 and equipment purchase. Ms.

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

Ave:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay:

None

Board & Commission Appointments

Tennis Commission. Mayor McFarland presented a Council Communication regarding

Ordinance 23-O-10 Creation of Tennis Commission. Mayor McFarland explained the need for the

Tennis Commission and its advisory status. Dee Jernigan was recommended as Board Chair.

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Mr. Wright made a motion to approve the appointments. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Other Business

Nay: None

Craig Tindall, City Manager, announced there would not be a meeting next week due to a short week with the recognition of President's Day on Monday, February 20, 2023.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:45 pm.

	SHANE MCFARLAND MAYOR
ATTEST:	
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICE	R
APPROVED BY COUNCIL:	

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Changes to Ordinance 24-O-21 City Code Ch. 33-73, 74 & 81

[Second Reading]

Department: Water Resources

Presented by: Valerie Smith, Director

Requested Council Action:

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

Summary

Consider revisions to Chapter 33 of the City Code to make minor corrections in Section 73, Definitions, Section 74C for appeals related sewer capacity, and Section 81C related to vesting of sewer capacity.

Staff Recommendation

Adopt second reading of revisions to Chapter 33 of the City Code by Ordinance 24-O-21.

Background Information

The changes to Chapter 33 of the City Code, Water Resources, are very minor.

Section 73, Definitions, the only change is to rename the wastewater treatment facility from Sinking Creek Treatment Plant to the Water Resource Recovery Facility.

Section 74C, Appeal of denial of sewer service, changes the authority to grant variance requests from the sewer allocation ordinance, should sewer service be denied by the Water Resources Department Director, from the Water Resources Board to City Council.

Section 81C, Initial vesting period, currently only requires 10% of the sewer connection fees be paid to reserve capacity but this revision will require 10% of both the sewer connection fee and the special sewer assessment district fee be paid.

Council Priorities Served

Improve economic development

Sewer variance requests are typically approved due to employment generating developments, commercially taxed property, and the ability of the development to produce sales tax.

Fiscal Impact

The fiscal impacts of providing additional sewer capacity to certain projects should be considered in a cost-benefit context. By providing certain projects additional capacity, other future projects may be limited in their ability to discharge to the sewer.

Attachments

ORDINANCE 24-O-21 amending the Murfreesboro City Code, Chapter 33, Water Resources, Article V, Section 33-73, Definitions of Centralized Wastewater Treatment Facility; Section 33-74, Appeal of Denial of Sewer Service; and Section 33-81, Initial Vesting Period of Sewer-Capacity Allocation and Other Sewer Service Rights.

WHEREAS, the City of Murfreesboro previously adopted by Ordinance Section 33-73, Definitions; and Section 33-74, Available Wastewater Collection Capacity, Determination, Reporting, and Tracking; and Section 33-81, Vesting of Sewer-Capacity Allocation and Other Sewer-Service Rights, as its sewer capacity allocation definitions, capacity determination, denial and appeal procedure, and vesting of sewer-capacity allocation and payment requirements ("Code"); and

WHEREAS, upon further review and recommendation by the City of Murfreesboro Water Resources Director, it is in the best interest of the citizens of the City of Murfreesboro that certain amendments be made to the Code.

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

<u>SECTION 1</u>. Murfreesboro City Code, Section 33-73, Definitions, shall be deleted in its entirety and the following language substituted in lieu thereof:

For purposes of this article, the following words shall have the meanings ascribed to them in this section unless a different meaning is clearly intended from the context:

"Available sewer capacity" means the amount of sewer capacity determined by the Water Resources Department to be available to serve new development projects in accordance with this article.

"Average daily usage" means a mathematical expression that takes the total volume of water used or proposed to be used during a specified period of time divided by the number of days in that period of time, typically expressed in terms of million gallons per day (MGD) or gallons per day (gpd).

"Capacity" means the amount of sewer flow per time that may be handled by the City's wastewater treatment, pumping, and collection system, or any component, basin, sub-basin, or district of such system.

"Centralized wastewater treatment facility" means the Water Resource Recovery Facility operating under National Pollutant Discharge Elimination System (NPDES) permit number TN0022586.

"Owner/Developer" means the legal owner of a property on which a project is proposed or any person, legal entity, or governmental agency proposing a project on a parcel of property and having financial responsibility for the proposed project.

"Peak-to-average ratio" means the ratio of the maximum wastewater discharge rate to the monthly average daily discharge rate.

"Project" means: (1) any proposed construction of a new building, facility, or group of buildings and/or facilities requiring one or more new water meters or new or larger connections to the City's Sewer System; or (2) any proposed

renovation of an existing building or facility that requires a new water meter or new or larger connections to the City's Sewer System.

"Sewer-capacity-allocation resolution" means a resolution adopted by City Council as provided in Section 33-75(A).

"Sewer system" means the City's wastewater treatment, pumping, and collection system.

"Will-serve letter" means a letter issued by the City of Murfreesboro Water Resources Department to an owner or developer that the City is able and willing to provide water and/or sewer service to a particular property as of the date the letter is issued, subject to the fees and conditions, if any, set forth in the letter or applicable law and Department policies.

SECTION 2. Murfreesboro City Code, Section 33-74, Available Wastewater Collection Capacity; Determination, Reporting, and Tracking, subsection (C) shall be deleted in its entirety and the following language substitute in lieu thereof the following language:

(C) Appeal of denial of sewer service. An owner or developer whose application for sewer service for a project has been denied by the Water Resources Director may appeal that decision to City Council. City Council shall vacate the Water Resources Director's decision if and only if City Council finds that the Director's decision was made in an arbitrary or discriminatory manner, was not supported by material evidence, or was inconsistent with established City policy. Upon vacating the Director's decision, City Council may either remand the matter for reconsideration by the Director or reverse the Director's finding that there is insufficient collection capacity to serve the project.

<u>SECTION 3</u>. Murfreesboro City Code, Section 33-81, Vesting of Sewer-Capacity Allocation and Other Sewer-Service Rights, subsection (C) shall be deleted in its entirety and substitute in lieu thereof the following language:

- (C) Initial vesting period. No sewer-service rights shall vest in a property until such allocation is approved pursuant to this article and the applicant has paid at least ten percent (10%) of the overall water and sewer connection fees and any applicable special assessment fees required for the requested connection(s). The initial sewer-service rights vested in a property shall expire and lapse for all development and construction on the property thirty (30) months after the allocation's approval, unless:
 - (1) In the case of a project where approval of a development plan is not required under the City Code, including the City's Zoning Ordinance, the owner or developer obtains a building permit for the project within the initial vesting period;
 - (2) In the case of a project where approval of a development plan is required under the City Code, including the City's Zoning Ordinance, the owner or developer obtains the required approval(s) within the initial vesting period; or
 - (3) The owner or developer pays an additional ten percent (10%) of the overall water and sewer connection fees and any applicable special assessment fees for the project within the initial vesting period to extend initial vesting period an additional thirty (30) months. An

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owner or developer may renew the initial vesting period three times, for a total initial vesting period of ten years.

Any payments made to initiate or extend the initial vesting period shall be credited to the total water and sewer connection fees for the project and are nonrefundable. Extension of the initial vesting period may be approved administratively by the Water Resources Director upon receipt of the additional payment.

SECTION 4. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	Shane McFarland, Mayor
1st reading	
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Amending the Zoning Ordinance – Airport

[Second Reading]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance
Resolution
Motion
Direction
Information

Summary

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

Staff Recommendation

Approve the amendment to the proposed ordinance and then 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. On September 19, 2024, Council held a public hearing and approved this matter on First Reading.

After further consideration, the Legal and Planning Departments discussed the proposed amendment further and are now proposing to modify the language from what was considered on first reading. Instead of relating the proposed endnote to the boundaries of the Airport Overlay District, Staff proposes to tie it into the boundaries of the Airport Layout Plan, which both departments feel is clearer for both Staff and the general public to interpret.

Council should first vote on the proposed amendment to the ordinance and then vote on the proposed ordinance on second and final reading.

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:

Ordinance 24-O-31

SEAL

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:

<u>SECTION 1</u>. 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";

<u>SECTION 2</u>. 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 on property located within the boundaries of the current adopted Airport Layout Plan, as it may be amended.

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

Passed:	
	Shane McFarland, Mayor
1st reading September 19, 2024	
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by: Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Rezoning property along Willowoak Trail and Robert Rose Drive

[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	\boxtimes		
Resolution			
Motion			
Direction			
Information			

Summary

Zoning of approximately 6.1 acres located at the southwest corner of Willowoak Trail and Robert Rose 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

Hines Clari Park Land Holdings, LLC presented to the City a zoning application [2024-410] for approximately 6.1 acres located along Willowoak Trail and Robert Rose Drive to be rezoned from PUD (Planned Unit District) and GDO-1 (Gateway Design Overlay District 1) to CH (Commercial Highway District) and GDO-1. During its regular meeting on September 4, 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 additional commercial development in the Medical Center Parkway area, which will provide employment opportunities for the community and generate tax revenue for the City.

Establish Strong City Brand

The Medical Center Parkway area is known as a desirable place to conduct business, for both residents and visitors alike, and this rezoning will continue to contribute to the Gateway's strong commercial identity.

Attachments:

1. Ordinance 24-OZ-35

- 2. Maps of the area
- 3. Planning Commission staff comments from the 09/04/2024 meeting
- 4. Planning Commission minutes from the 09/04/2024 meeting

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 SEPTEMBER 4, 2024 PROJECT PLANNER: BRAD BARBEE

6.b. Zoning application [2024-410] for approximately 6.1 acres located along Willowoak Trail and Robert Rose Drive to be rezoned from PUD (Clari Park PUD) & GDO-1 to CH & GDO-1, Hines Clari Park Land Holdings, LLC applicant.

<u>Introduction</u>

The subject property is located at the southwest corner of the intersection of Willowoak Trail and Robert Rose Drive. This property is further identified as Tax Map 92, Parcel 94.06. Included in the zoning map amendment request is an approximately 6.1-acre portion of the 6.4-acre parcel and is currently vacant land. The property is zoned PUD (Planned Unit District) and GDO-1 (Gateway Design Overlay District 1) and is also identified as Area 6 of the Clari Park development.

Surrounding land uses and zoning:

The properties to the north across Willowoak Trail are zoned PRD (Planned Residential District) and MU (Mixed Use). The property located in the MU zone is developed as The Villages of Murfreesboro senior living facility and a site plan has been approved for Toll Brothers to develop townhomes and single-family residential detached homes on the parcel zoned PRD. The adjacent property to the east across Robert Rose Drive is also zoned MU and is developed as Henley Station apartments. The property to the south is also a part of the Clari Park PUD and a site plan has been approved for an apartment community that is currently under construction. Properties to the west are zoned CH and site plans for both Buona Beef (Lot 15) and Townplace Suites (Lot 14) have been approved. All of the aforementioned properties are also zoned GDO-1.

Overview:

Hines Clari Park Holdings, LLC previously envisioned area 6 of the Clari Park PUD as a Residential Village District consisting of 48 single-family attached townhomes and 17 single-family detached dwelling units.

Since that time, however, the developer has received a strong demand for commercially-zoned property within the Clari Park development. As such, they are requesting this rezoning to CH and GDO-1 from PUD and GDO-1. If approved, this new commercial area will be subject to the same restrictive covenants as the

other properties within the Clari Park development. See attached correspondence from the developer's representative making that commitment.

Uses permitted in the CH zoning district are enumerated in Chart 1 of the Murfreesboro Zoning Ordinance. This chart has been included as a part of this staff report.

In addition to the CH zoning district, the subject property is also located within Gateway Design Overlay District 1. This overlay district provides for higher standards of development while also prohibiting some land uses and temporary land uses that are permitted by right within the CH zoning district. These limitations are a portion of the Murfreesboro Zoning Ordinance, Section 24 and have been included below for reference.

Prohibited temporary outdoor uses:

Carnivals, circuses, fireworks sales, Christmas tree sales

Tents used for retail sales of merchandise.

Itinerant and/or temporary outdoor sales of merchandise.

Outdoor display sale of merchandise other than motor vehicles other than items regularly offered for sale indoors.

Not Permitted as Principal Uses in any GDO District

OTHER HOUSING

Fraternity/Sorority

Mobile Homes

Family Crisis

Shelter

Family Violence

Shelter Mission

Student Dormitory

Transitional Home

INSTITUTIONS

Airport/Heliport

Cemetery

Pet Cemetery

COMMERCIAL

Adult Cabaret

Adult Entertainment

Center Adult Motel

Adults-only Book Store

Adults-only Motion Picture Theater

Amusements. Commercial Outdoor Motorized

Amusements, Commercial Outdoor Motorized Except Carnivals

Beer, Packaged

Carnivals

Communications

Tower Contractor's

Storage Yard

Contractor's Yard or Storage Outdoors

Crematory

Drive-in

Theater Ice

Retail

Kennels

Laundries, Self

Service Livestock

Auction Lumber,

Building Material

Manufactured Home Sales

Massage Parlor

Mobile Home Sales

Pawn Shop

Pet Crematory

Pet Funeral

Home Rap

Parlor

Salvage and Surplus

Merchandise Sauna

Tattoo Parlor

Tavern

Taxidermy

Studio Wrecker

Service

Wrecker Service Storage Yard

INDUSTRIAL

Animal or Poultry Slaughter, Stockyards, Rendering Automobile

Dismantlers and Recyclers

Mobile Home Construction

Paper Mills

Petroleum and Coal Products Refining

Primary Metals Distribution and Storage

Saw Mills

Scrap Processing Yard

Scrap Metal Processors

Scrap Metal Distribution and Storage Secondary Material Dealers

Stone, Clay, Glass, and Concrete Products

TRANSPORTATION AND PUBLIC UTILITIES

Garbage or Refuse Collection Service

Refuse Processing Treatment and

Storage Landfill

Railroad Switching Yard, Terminal, Piggyback Yard

Taxicab Dispatching Station

Truck or Motor Freight Terminal, Service Facility

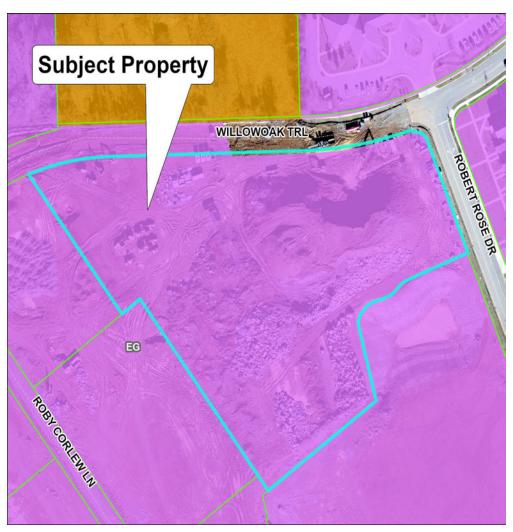
OTHER

Metal, Sand, Stone, Gravel, Clay, Mining and Related Processing Temporary Mobile Recycling Center

Transportation, Circulation and Access:

Area 6 of the Clari Park development has public road frontage on both Willowoak Trail and Robert Rose Drive. Being a part of the Clari Park master plan also provides for opportunities to have multiple cross-access points to the adjacent parcels to the south and west.

Future Land Use Map



The future land use map of the Murfreesboro 2035 comprehensive plan recommends that the subject property develop with the EG (*Employment Generating*) land use character. A description of this land use character taken from the amended comprehensive plan is below.

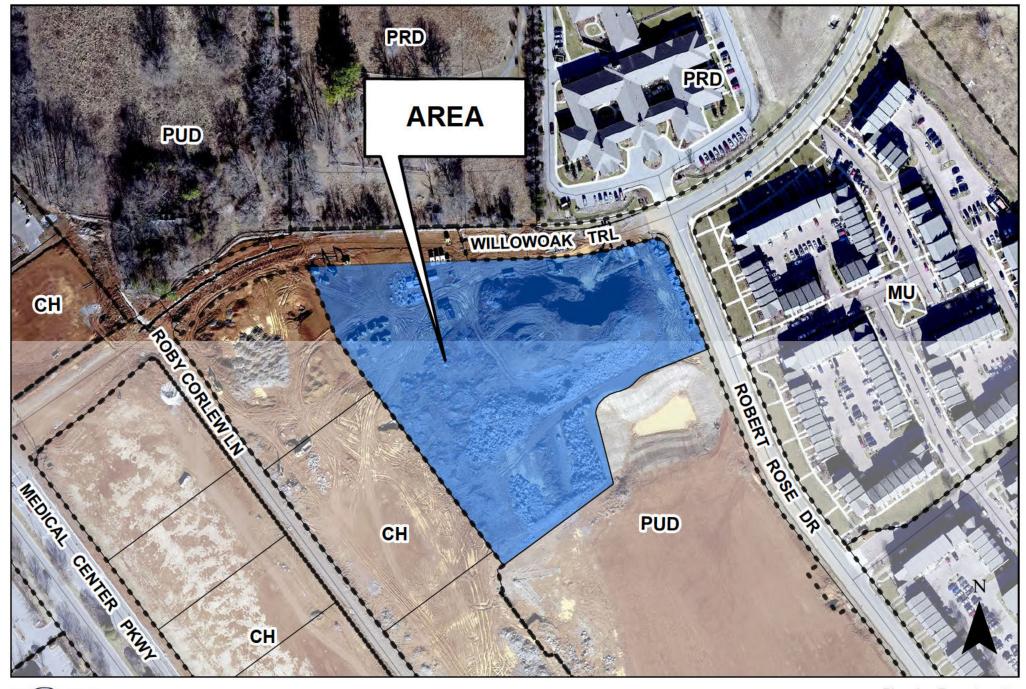
EMPLOYMENT-GENERATING (EG)

The overall purpose of the Employment-Generating Mixed-Use land use (EG) is to allow and encourage flexibility and creativity in the design and development of comprehensively planned, higher-density, high-amenity mixed-use centers with a priority to create and foster employment generating uses. Areas should be monitored and protected in order to reserve prime sites for future employment growth and business recruitment and not convert the land to residential or commercial uses. The primary land use within the Employment-Generating Mixed-Use category is employment generating activity, primarily office, high-end tech based, sports tourism, etc. Retail, entertainment, open/public space and multi-family residential components are vital, yet supportive elements. The land use by design allows and encourages higher densities, amenities, and a more integrated development pattern. The development of the employment generating component must occur within the first phase of all development. For purposes of this category, Employment generating is defined as uses derived by employers who create office-oriented jobs including headquarters, regional operations centers, research and development, medical, digital arts, tech-based innovation, and other jobs would be reasonable considered professional, technical and innovative.

The subject property is identified as Area 6 of the Clari Park Development. Clari Park provides for a mixture of land uses that relate to each other including higher density, high-amenity, residential areas. The uses within the CH district are consistent with the Employment-Generating Mixed-Use (EG) land use character. While the CH zone would permit many of the office-type employment uses that the EG land use character recommends as primary uses, it is anticipated that this property will develop with more commercial, or retail, uses that are generally recommended as secondary uses in the EG land use character. Effectively this request is trading one secondary EG land use (higher-density residential) for another (commercial/retail). The Planning Commission will need to determine whether this is an appropriate deviation from the recommendations of the comprehensive plan.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter and then formulate a recommendation to City Council. The applicant will be present at the meeting to answer questions.

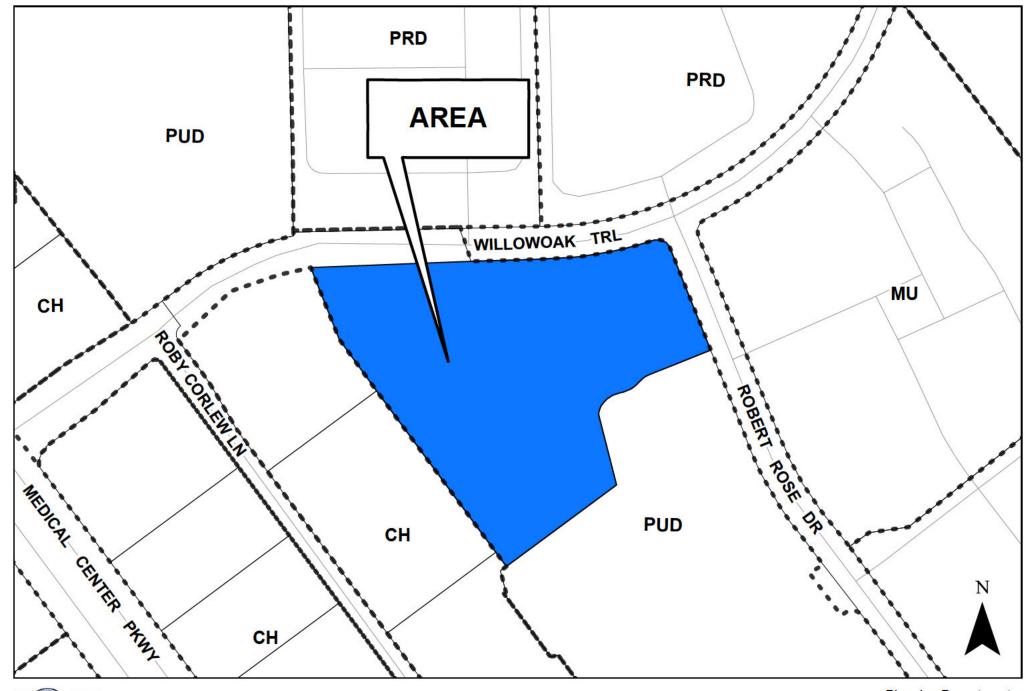




Rezoning request for property along Willowoak Trail and Robert Rose Drive PUD (Clari Park PUD) & GDO-1 to CH & GDO-1

0 125 250 500 750 US Feet

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





Rezoning request for property along Willowoak Trail and Robert Rose Drive PUD (Clari Park PUD) & GDO-1 to CH & GDO-1

0 125 250 500 750 US Feet

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



City of Murfreesboro Planning and Engineering Department

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

Creating a better quality of life

Zoning & Rezoning Applications - other than rezoning to planned uni	t
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.

APPLICANT: Hines Clari I	: Park Land Holdings, LI	.C	
Address: 11512 Lake Mead A	ve, Ste 603	City/State/2	Zip: Jacksonville, FL 32258
Phone:	E-ma	il address:	
PROPERTY OWNER:Hi	nes Clari Park Land Ho	oldings, LLC	
Street Address or property description: S. of W	illowoak Trail, and W.	Robert Rose Dr.	
and/or Tax map #: 92	Group:		Parcel (s):6.00
Existing zoning classification:	PUD		- 3
Proposed zoning classification:	CH	Acreage:	8.72
Contact name & phone number applicant): E-mail:	for publication and not	tifications to the	public (if different from the
A DRY TO A VITTO GLOVE THE F	/ n		
APPLICANT'S SIGNATURE DATE: 1/17/2014	(required):		
******For Office Use Only***	******	*****	********
Date received:	MPC YR.:	M	IPC #:
Amount paid:		Receipt #:	

SEC, Inc.

SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning 850 Middle Tennessee Blvd, Murfreesboro, TN 37129

August 15, 2024

Mr. Brad Barbee Murfreesboro Planning & Engineering Dept 111 W. Vine St Murfreesboro, Tennessee 37130

RE: Rezoning Request Cover Letter Clari Park Area 6 Murfreesboro, Tennessee SEC Project No. 14358

Dear Mr. Barbee:

Please accept this letter along with the attached application form as our official request to the City of Murfreesboro to rezone Area 6 of the Clari Park development from PUD to Commercial Highway (CH). The request is only for approximately 6.4 acres and is located along Willowoak Trail & Robert Rose Drive. The property is currently mass graded with the previous construction of the overall development. The applicant is requesting rezoning from PUD to CH to allow this area to be developed as commercial properties due to the strong commercial demand they have experienced for the rest of the development. The requested commercial area will be subject to the same restrictive covenants that the remainder of Clari Park is subject to.

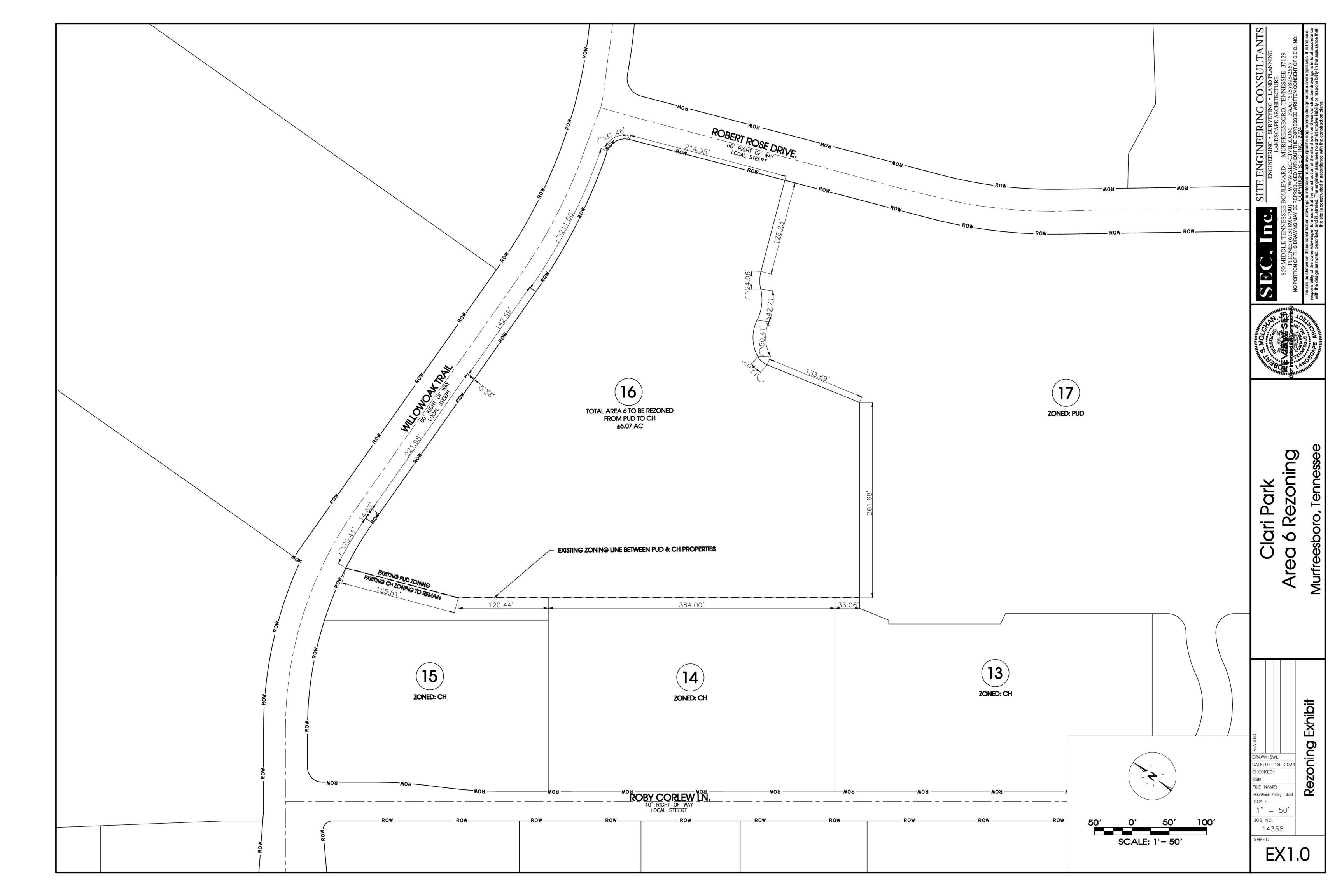
We have attached an exhibit related to this project. We have also shown bordering roadways and a proposed master plan.

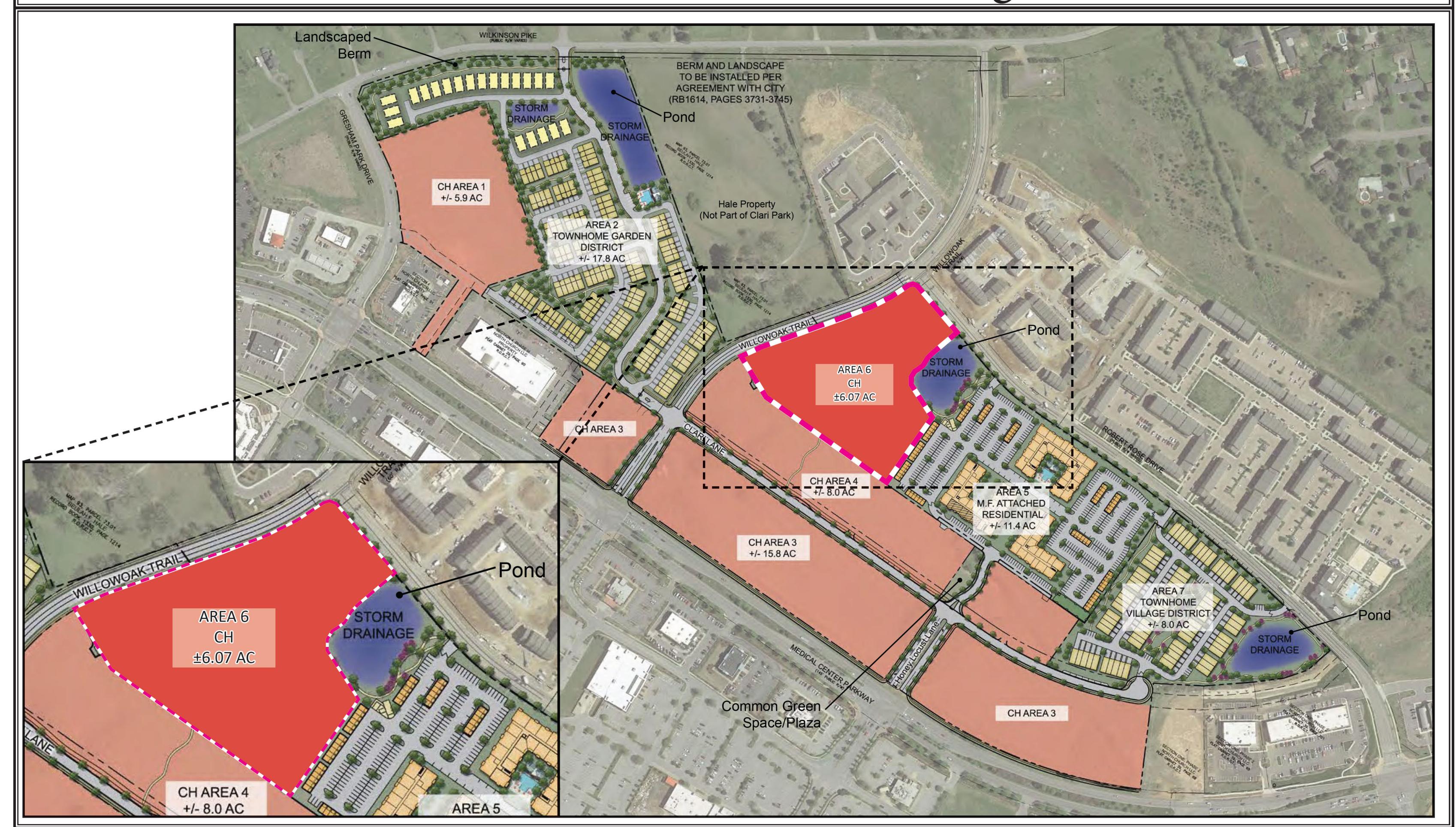
Taylor

Sincerely,

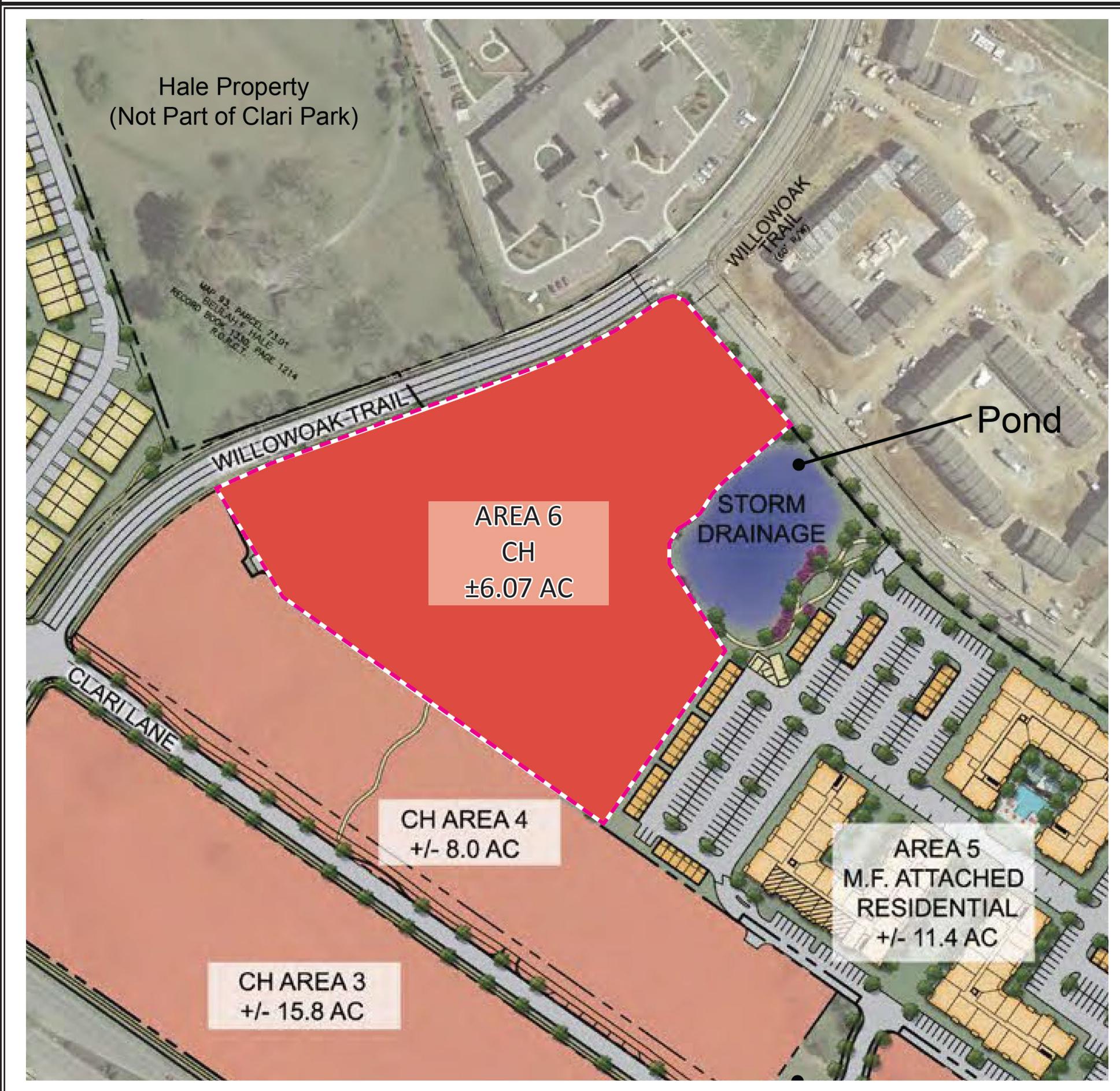
Matt Taylor, P.E.

SEC Inc.





Clari Park Area 6 Rezoning



Assisted-Care Living Facility	
Class III Home for the Aged	\top
Hotel	
INSTITUTIONS	
Adult Day-Care Center	1
Church	
	_
College, University	\perp
Day-Care Center	\perp
Family Day-Care Home	
Group Day-Care Home	
Hospital	
Museum	
Nursing Home	
Nursery School	
50	-
Park	_
Philanthropic Institution	_
COMMERCIAL	
Amusements, Commercial Indoor	
Amusements, Commercial Outdoor Excluding Motorized	
Animal Grooming Facility	
Art or Photo Studio or Gallery	
Bakery, Retail	
Bank, Branch Office	
Bank, Drive-Up Electric Teller	
Bank, Main Office	
Barer or Beauty Shop	
Book or Card Shop	
Business and Communica ion Services	
Catering Establishment	
Clothing Store	
Coffee, Food, or Beverage Kiosk ⁶	
Commercial center	
Convenience Sales and Service, Maximum 5,000 Sq. Ft. Floor Area ⁸	
Delicatessen	
Department or Discount Store	
Dry Cleaning	
Dry Cleaning Pick-Up Station	
Financial Services ⁴	
Flower or Plant Store	
Garden Lawn Supplies and Hardware (Only in Area 3 Adjacent to Area 4 ⁵)	
Health Club	
Interior Decorator	
Karate, Instruction	
Keys, Locksmith	
Laboratories, Medical - Excluding Plasma Donation Center	
Laboratories, Tes ing	
Liquor Store (No Drive-Thru)	
Movie Theater	-
Music or Dancing Academy	
Offices	
Op ical Dispensaries	
Personal Service Establishment (Hair, Nails)	
Pet Shops	_
Pharmacies	
Reducing and Weight Control Service	
Restaurant and Carry-Out Restaurant	
Restaurant, Drive-In ³	_
Restaurant, Specialty	4
Restaurant, Specialty-Limited	
Retail Shop, Other than Enumerated Elsewhere	\perp
Shopping Center, Community	4
Shopping Center, Neighborhood	
Veterinary Office	
	_
Veterinary Clinic	
	+

AREA 6 (PUD)	
RESIDENTIAL DENSITY	
Maximum Dwelling Units: Multi-Family	0
Maximum Dwelling Units: Single-Family Attached	0
Maximum Dwelling Units: Single-Family Detached	0
Minimum Lot Area	None
Minimum Lot Width	N/A
MINIMUM YARD REQUIREMENTS	
Minimum Front Yard (Porches, stoops, and bay windows may extend into setbacks. Min. front yard shall be measured from all public roads on corner lots.	42'
Minimum Side Yard (Porches, stoops, and bay windows may extend into setbacks.)	10'
Minimum Rear Yard	20'
LAND-USE INTENSITY RATIOS	
Max FAR	None
Minimum Livable Space Ratio	None
Minimum Open Space Requirement	20%
Minimum Formal Open Space Requirement	3-5% Based on Site Acerage and Use as Determined in 2024 Zoning Ordinance
Minimum Lot Coverage	None
Max Height	75', 150' for Office, Hotel, and Hospital
	Single Family Attached and Multiple-Family Uses 1.1 Spaces per Bedroom
Parking Ratio	Single-Family Detached Uses 4 Spaces per Unit (Includes Garage Spaces)
	All Other Uses Per "Chart 4" of 2024 Zoning Ordinance

PREVIOUSLY APPROVED NOTES:

- 1. Area 7 is generally based off Mixed-Use Zoning Designation from 2020 Zoning Ordinance with minor
- 2. Single-Family attached generally refers to townhomes and stacked flat condominium uses.
- 3. Restaurants that primarily promote food consumption within motor vehicles on the premises will not be
- 4. Financial services permitted include banks, financial advisors, investment management services, tax-preparation services, and other similar type financial services. "Pay-Day Loan" services and cash advance facilities will not be
- 5. Garden and Lawn Supply operations shall display merchandise indoors. No outdoor storage will be permitted. 6. Kiosk use will be restricted to "walk-up" style kiosk operations in open space or park settings. Vehicular drive-up use is prohibited.
- 7. Allowable Land Uses in CH Areas 1, 3, and 4 are limited to those noted in this Land Use Table. These restrictions will also be recorded in public records via covenants and restrictions.
- 8. Gas stations and convenience sales will only be permitted in Area 3 for lots with frontage on Clari Lane, and adjacent to Area 4 on the Master Plan.

ADDITIONAL NOTES:

- 1. Drive-Thru Restaurant uses shall not be permitted within Area 6
- 2. Allowable Land Uses in CH Area 6 are limited to those noted on this Land Use Table. These restrictions will also be recorded in public records via covenants and restrictions.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 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 Matthew Blomeley, Assistant Planning Director Holly Smyth, Principal Planner Richard Donovan, Principal Planner Brad Barbee, Principal Planner Brad Barbee, Principal Planner Joel Aguilera, Planner 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 August 21, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the August 21, 2024 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Tristan Carroll

MINUTES OF THE **MURFREESBORO PLANNING COMMISSION**

SEPTEMBER 4, 2024

Shawn Wright

Nay: None

Zoning application [2024-410] for approximately 6.1 acres located along Willowoak

Trail and Robert Rose Drive to be rezoned from PUD (Clari Park PUD) & GDO-1 to

CH & GDO-1, Hines Clari Park Land Holdings, LLC applicant. Mr. Brad Barbee

presented the Staff Comments regarding this item, a copy of which is maintained in the

permanent files of the Planning Department and is incorporated into these Minutes by

reference.

Mr. Matt Taylor (design engineer) was 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. Shawn

Wright and carried in favor by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

4

ORDINANCE 24-OZ-35 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 6.1 acres located along Willowoak Trail and Robert Rose Drive from Planned Unit Development (PUD) District (Clari Park PUD) and Gateway Design Overlay One (GDO-1) District to Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District; Hines Clari Park Land Holdings, LLC, applicant, [2024-410].

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

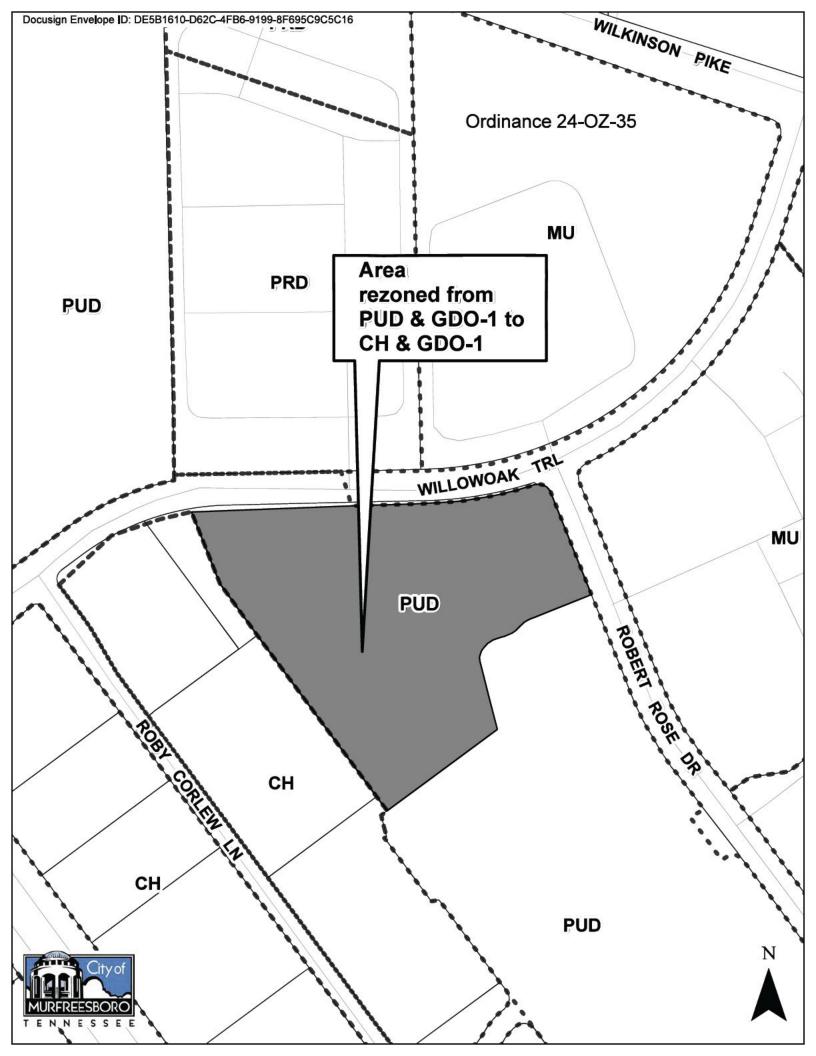
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and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

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Commercial Highway (CH) District and Gateway Design Overlay One (GDO-1) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

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

Passed:	
	Shane McFarland, Mayor
1 st reading	
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by: Adam 7 Tucker
D : M 1	43A2035E51F9401
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Rezoning property along North Maple Street

[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

Summary

Rezone approximately 0.38 acres located along the west side of North Maple Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

Background Information

Hamid Mehryar presented a zoning application [2024-403] for approximately 0.38 acres located along the west side of North Maple Street to be rezoned from CH (Commercial Highway District) and CCO (City Core Overlay District) to PRD (Planned Residential District) and CCO. During its regular meeting on April 3, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend deferral. The applicant revised his plan to attempt to address the Planning Commission's concerns, and then at its regular meeting on September 4, 2024, the Planning Commission voted to recommend approval of the request, as revised.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of five 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-34
- 2. Maps of the area
- 3. Planning Commission staff comments from 04/03/2024 meeting
- 4. Planning Commission minutes from 04/03/2024 meeting

- 5. Planning Commission staff comments from 09/04/2024 meeting
- 6. Planning Commission minutes from 09/04/2024 meeting
- 7. Maple Five PRD pattern book

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS – SEPTEMBER 4, 2024 PROJECT PLANNER: HOLLY SMYTH

5.a. Zoning application [2024-403] for approximately 0.38 acres located along North Maple Street to be rezoned from CH & CCO to PRD (Maple Five PRD) & CCO, Hamid Mehryar applicant.

The subject property is located at 1107 North Maple Street on the west side of the street just north of West Hembree Street and south of East McKnight Drive and includes one parcel. The site is also identified as Tax Map 091F, Group E, Parcel 004.00 and contains **approximately 16,735 square feet.** The site is proposed to be rezoned to Planned Residential District (Maple Five Towns PRD). The existing zoning is CH- Highway Commercial with the CCO – City Core Overlay. The proposed PRD would accommodate a total of 5 single-family attached residential townhomes, equating to 13.01 dwelling units to the acre, and would leave the CCO overlay in place. The future land use map designates the area as "Mixed Use" character. The parcel width ranges from 85' of road frontage on the front to 95' wide along the back with the depth ranging from 185' to 191'. Surrounding properties to the north and west are zoned CH, to the south RM-16, and to the east RD with structure heights ranging from 1, 1½, and 2 story single-family homes, condos, and businesses. North Maple Street is a designated Community Collector street with GIS showing an approximate right-of-way width of 45' with 20' of asphalt travel lanes from curb to curb.

When Planning Commission reviewed the project during their April 3, 2024 public hearing meeting, the group was satisfied with the front building architecture but had concerns with the amount of parking for the proposed 5 units. The site plan layout has been modified to narrow the front building and modify the parking as follows:

- -Code requires 1 parking/bedroom = (2 bedroom x 3 units) + (3 bedroom x 2 units) = 12
- -Original layout provided 5 garage spaces + 9 surface spaces + 1 guest space =15
- -Revised layout provides 5 garage spaces + 12 surface spaces +3 guest spaces = 20

The attached updated program book on page 13 reflects the revised site layout, which provides a surplus of 8 parking spaces. The various site layout pages have been updated to reflect the new layout. The floor plans for the front building have been updated on an engineered site plan but not on the architectural set yet, pending Planning Commission's decision.

Exception(s) Requested: Pages 21 and 22 of the Program Book shows the comparison for this development to the RS-A,Type 3 zone with the requested exceptions shown in red text and shown below:

- Exception #1: Request a 10' reduction in the rear setback.
- Exception #2: Request a 1.01 units/acre increase in overall density as comparable to the RS-A, Type 3 zone
- Exception #3: Requesting a reduction of garage depth from 20' to 19'10".
- Exception #4: Requesting an allowance for 5' planting yard along northerly property line instead of 10'-wide Type A Buffer.

• Exception #5: Requesting a reduction from a 10 ft wide Type A Buffer to an 8 ft wide Type A Buffer with privacy fence along the westerly property line.

Department Recommendation

The prior April 3, 2024 staff report has been attached herein for your reference so that this report does not reiterate those items previously discussed. Staff is supportive of this rezoning request, as revised, for the following reasons:

- 1) It is consistent with the future land use map and comprehensive plan by providing dense residential uses within walking distance of commercial services.
- 2) On-site parking is oriented toward the rear or sides.
- 3) Residential architecture design fits well into the surrounding neighborhood context in that the primary structure is setback 20' and the building heights are 2-story adjacent to the street and 2½ stories for the back building.
- 4) Craftsman architecture blends well into the surrounding traditional neighborhood and the front house designs appears like a single-family home.
- 5) The townhome building type is compatible with the surrounding land uses including a townhome development to the south of this property.

Action Needed

The applicant will make a presentation to the Planning Commission on the proposed modified zoning request. The Planning Commission should formulate a recommendation to City Council.

Attachments:

- -NoOrtho Map
- -Ortho Map
- -April 3, 2024 Planning Commission staff report
- -Updated Program Book

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 APRIL 3, 2024

PROJECT PLANNER: HOLLY SMYTH

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Adjacent Zoning and Land Uses

The surrounding zone districts are CH (Highway Commercial) to the north and west, RM-16 (Residential Multi-Family 16) and PCD (Planned Commercial District) to the south, and R-D (Duplex Residential) to the east, as more particularly shown on page 3 of the program book. The primary surrounding land uses are single family homes, duplexes, and townhomes.



Proposed PRD

The PRD overall layout and basic site data is best seen on **page 13** of the program book. The PRD is being requested to allow for 5 single family attached townhome units within a horizontal property regime (HPR). The single family attached units are most similar to what would be allowed in a RS-A, Type 3 zone district.

Attached single-family homes will include three 2-bedroom units with approximately 1,809 square feet each and two 3-bedroom units with approximately 2,251 square feet each. The front building will be 2-story, providing only surface parking in order to keep the front building height shorter to blend with the neighborhood. The rear building will be 3-story and have a 1 or 2 car garage and surface parking.

Specific architectural plans have been created specifically for this project to create a product that looks like a single family home from the street with lots of details, porch spaces, and varying roof heights. As seen on pages 14 and 15 of the program book, the front building splits the 2 units in the middle of the building and provides private open space within the front porch. The rear building contains 3 units with front-loaded garage entries. These units each have a fenced backyard open space shown on page 18 of the program book. Each unit will have a 1 or 2-car garage with decorative window-panel at the top and surface parking stalls adjacent to the garages. One separated guest parking space is also provided for the complex on-site. A total of 12 parking stalls are required for the project with 15 being provided on site (thereby providing 3 surplus stalls over the required parking).

Page 19 of the program book depicts the on-site landscaping, fencing, porches, and private backyards. Normally a Type A 10' buffer is required between PRD and CH zone districts which would affect the north and west property line. The applicant is requesting an 8' Type A buffer with wooden privacy fence along the westerly boundary and a 5' planting yard to the north with wooden privacy fence. Perimeter planting yards of 5' wide are provided on the south side of the property. Base of building plantings of at least 3' in depth are provided for along the front building facing the street and along the interior entry drive. All townhomes will have private open space through a front or rear porch area at each unit. An HOA shall be responsible for maintaining all open paved surfaces, stormwater, landscaping in common areas, and any shared amenities.

Proposed setbacks and layout are depicted on page 13 of program book and summarized as follows:

- 20' front building setback along North Maple Street (CCO would require 19' build to line)
- 5' porch encroachment into front setback (5' encroachment is allowed by code)
- 5' side yard setbacks
- 10' rear yard setback (20' normally in a RS-A, Type 3 zone district)

Exception(s) Requested: Page 21 of the Program Book shows the comparison for this development to the RS-A,Type 3 zone with the requested exceptions shown in red text and shown below:

- Exception #1: Request a 10' reduction in the rear setback.
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- Exception #4: Requesting an allowance for 5' planting yard along north property line instead of 10'-wide Type A Buffer.
- Exception #5: Requesting a reduction from a 10 ft wide Type A Buffer to an 8 ft wide Type A along the westerly property line with privacy fence.

Future Land Use Map

The newly adopted future land use map within the Murfreesboro 2035 Comprehensive Plan recommends that the subject property develop primarily with a "Mixed Use" land use character (see excerpt map below). This Mixed Use character "provides opportunities for residential mixed with commercial, retail, and office, typically with a vertical element of multiple uses in the same building. Mixed use areas can fit along primary transportation routes, nodes of commerce adjoining key intersections or at transition points between traditional commercial areas and residential neighborhoods. Mixed-Use centers have a greater concentration of housing types; the highest density is sited closest to transit stops, shopping and services, and places of employment." Development in these areas should focus on "multi-story structures" and "residential design is encouraged to utilize alley access to maximize the interface along the streetscape. Front entry garages that protrude beyond the front-face of the dwelling unit are prohibited." The comprehensive plan calls out CBD, MU, PUD and other zoning districts as may be evaluated on a case-by-case basis being compatible with this designation.



The development is designed for pedestrians and connectivity to surrounding neighborhoods and places of commerce located to the north. The buildings are designed to fit well into the surrounding context. The development is higher-density residential similar to adjacent but does not include any office, commercial or retail space. Due to the existing surrounding commercial uses, the adjacent residential uses, and the existing small lot size of the project, there is not ample opportunity to provide an integrated mixed use development. Some office type uses could be allowed as home-occupations; therefore, a statement was added that administratively approved home-occupations would be allowed within the development. Based on the above information, the proposed PRD form seems appropriate to the surrounding neighborhood and is a good transition between the existing use types.

Department Recommendation

Staff is supportive of this rezoning request for single family attached residential along North Maple Street, with the five (5) requested exceptions stated above, for the following reasons:

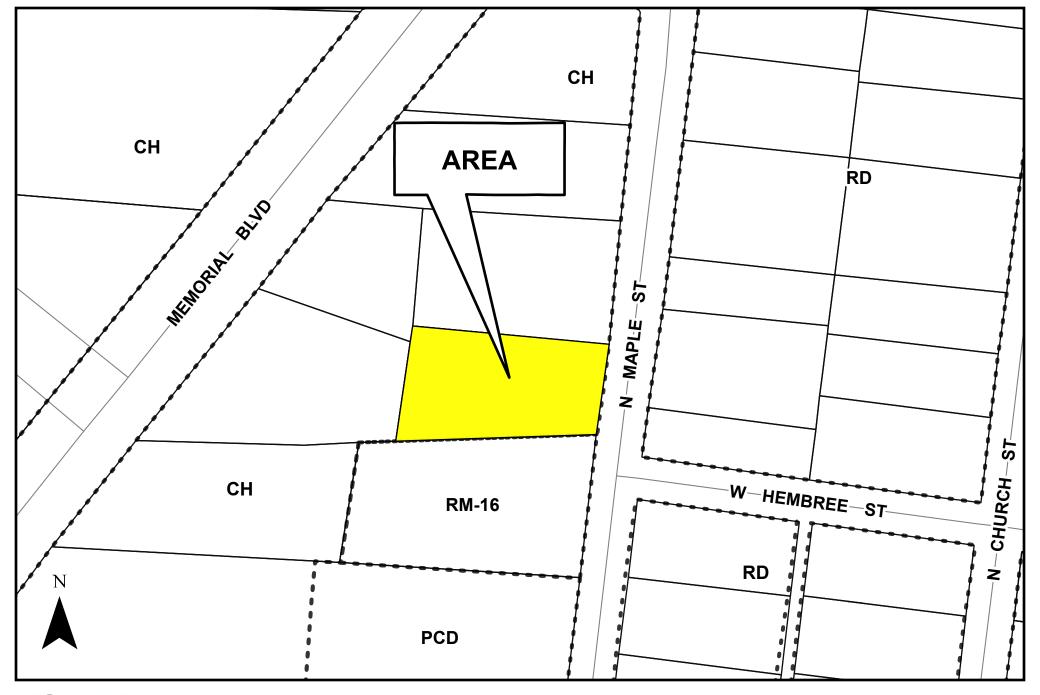
- 1) It is consistent with the future land use map and comprehensive plan by providing dense residential uses within walking distance of commercial services.
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- 4) Craftsman architecture blends well into the surrounding traditional neighborhood and the front house designs appears like a single family home.
- 5) The PRD use allows for office uses with an approved administrative home occupation permit which allows a good neighborhood transition.

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 should discuss and then formulate a recommendation to City Council.

Attachments:

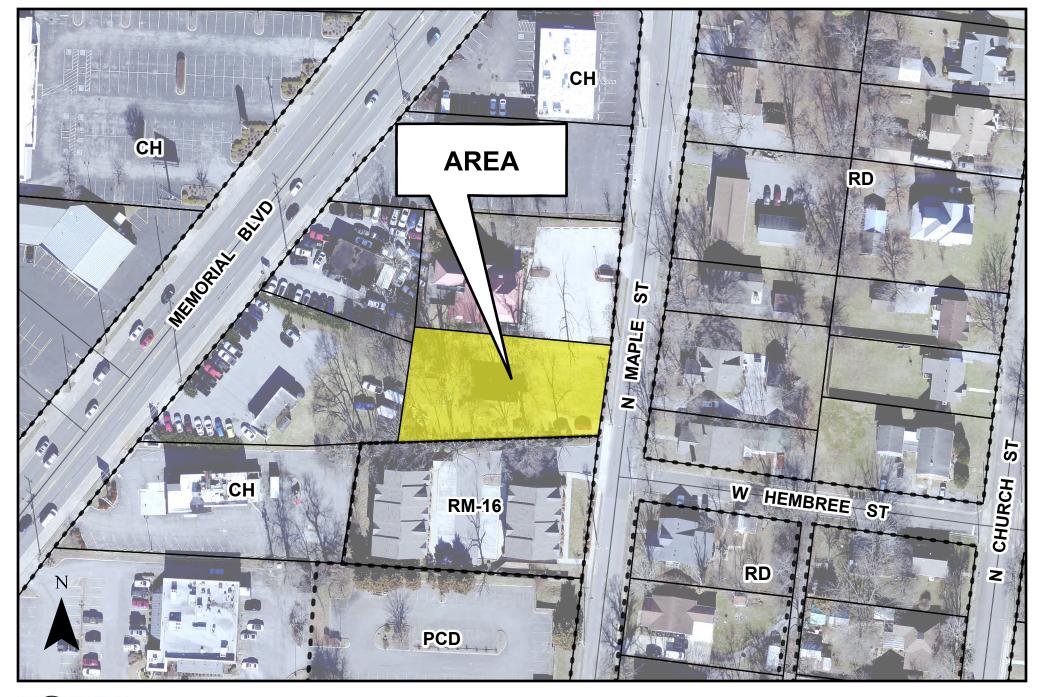
- -NoOrtho Map
- -Ortho Map
- -Program Book





Rezoning request for property along North Maple Street CH & CCO to PRD (North Maple Townhomes PRD) & CCO

0 65 130 260 390 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov





Rezoning request for property along North Maple Street CH & CCO to PRD (North Maple Townhomes PRD) & CCO

0 65 130 260 390 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov



City of Murfreesboro Planning and Engineering Department

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

Creating a better quality of life

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

Procedure for applicant:

Amount paid:

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 <u>non-refundable</u> application fee (prices listed above).

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

To be completed by appli	cant:		
APPLICANT: Huddles	ton-Steele Engineering		
Address: 2155 N.W. Broa	ad Street	City/State/Zip:_	Murfreesboro/TN/37129
Phone:	E-mail	address:	
PROPERTY OWNER: _	Hamid Mehryar		
Street Address or property description:11	07 N. Maple Street, Murfre	eesboro, TN, 3713	30
and/or Tax map #: 091	_		Parcel (s): 004.00
Existing zoning classificati	on:CH		
Proposed zoning classification	tion: PRD	Acreage: 0.38	3 +/- AC
	nber for publication and noti	fications to the publ	ic (if different from the
applicant):			
E-mail:			
APPLICANT'S SIGNATU	RE (required):_	V	
DATE:2/15/14			
*******For Office Use Only	,*********	******	*******
Date received:	MPC YR.:	MPC	#:

Receipt #:

Maple Five

Request for Rezoning to
Planned Residential
Development (PRD).

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SUBMITTED OCT 3, 2024 FOR THE OCT 17, 2024, CITY COUNCIL MEETING.

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PROJECT SUMMARY

The Maple Five project has been a long-term project, which has undergone several revisions to ensure that it meets the needs of the community. The project has finally settled on constructing 5 townhomes on a lot size of .3842 acres within the CCO overlay, with a density of 13.01 units per acre. The townhomes will be a combination of 2 three-bedroom units and 3 two-bedroom units, each designed to provide residents comfortable living spaces.

The 2-story building adjacent to North Maple Street will have surface parking in the rear, providing a shorter building adjacent to the roadway while providing ample parking space for residents and their guests. In contrast, the 3 townhomes located at the back of the property will feature 3-floors, and front-entry garages, providing residents with a secure and convenient parking space.

The front units will feature a front porch that will serve as a private formal open space, which residents can use to relax and unwind while enjoying the outdoors. The rear units will have private fenced back patios as formal open spaces, which will provide residents with a private outdoor space to enjoy.

All townhomes will be constructed using high-quality masonry siding and brick, ensuring that they are durable, safe, and long-lasting. The Maple Five project is designed to provide residents with a comfortable and secure living environment that meets their needs close to downtown.

DEVELOPMENT TEAM

Attn: Hamid Mehryar

Profession: Owner

Address: 1110 Memorial Blvd., Murfreesboro, TN 37129

Company Name: Huddleston – Steele Engineering Inc.

Profession: Planning

Attn: Clyde Rountree, RLA

Address: 2155 N.W. Broad Street, Murfreesboro, TN, 37129

Company Name: Huddleston – Steele Engineering Inc.

Profession: Engineering **Attn:** Chris Maquire, P.E.

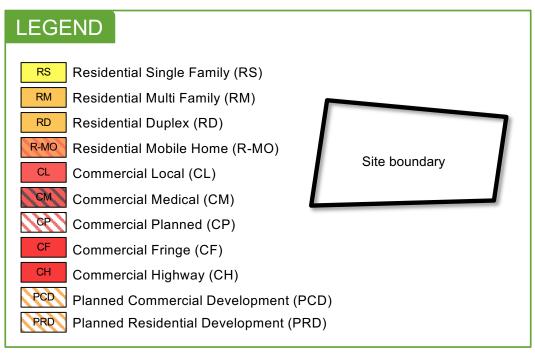
Address: 2155 N.W. Broad Street, Murfreesboro, TN, 37129



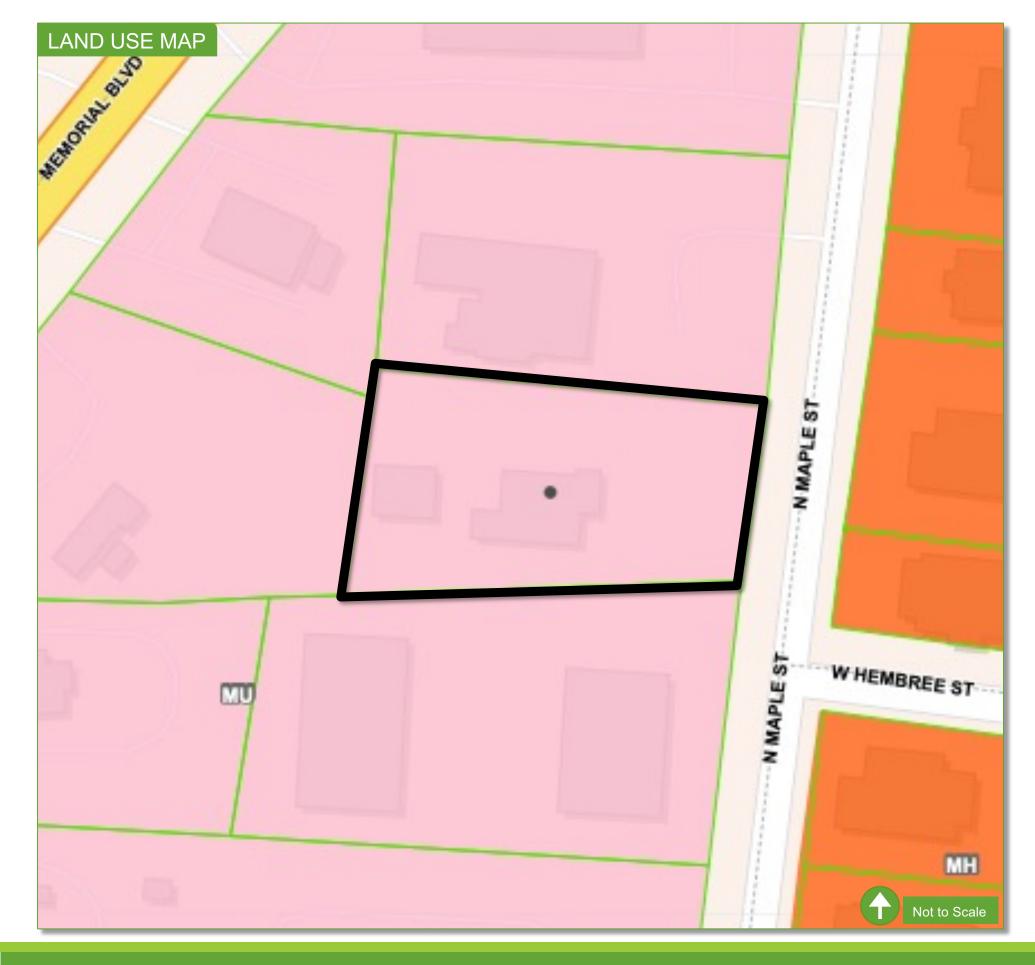


SUMMARY

- The property is currently zoned Commercial Highway.
- The property is within the City Core Overlay.
- The property to the south is zoned RM-16 and is a townhome development with surface parking.
- The property to the east is zoned RD and has single family homes on the property.
- The property to the west is zoned CH and is currently an automotive sales business.

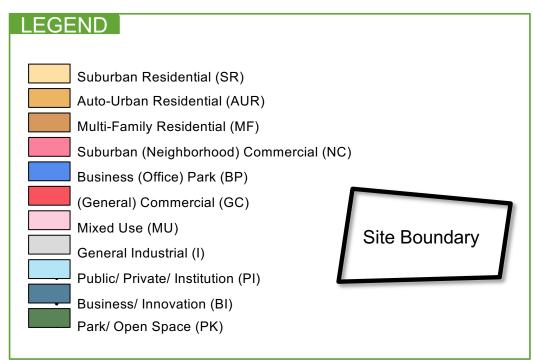






SUMMARY

The property is proposed "Mixed Use" in the Land Use Plan. The mixed-use designation provides for Planned Unit Developments. The townhomes along North Maple Street are designed to provide single-family residencies with a neighborhood character, architecture and materials.



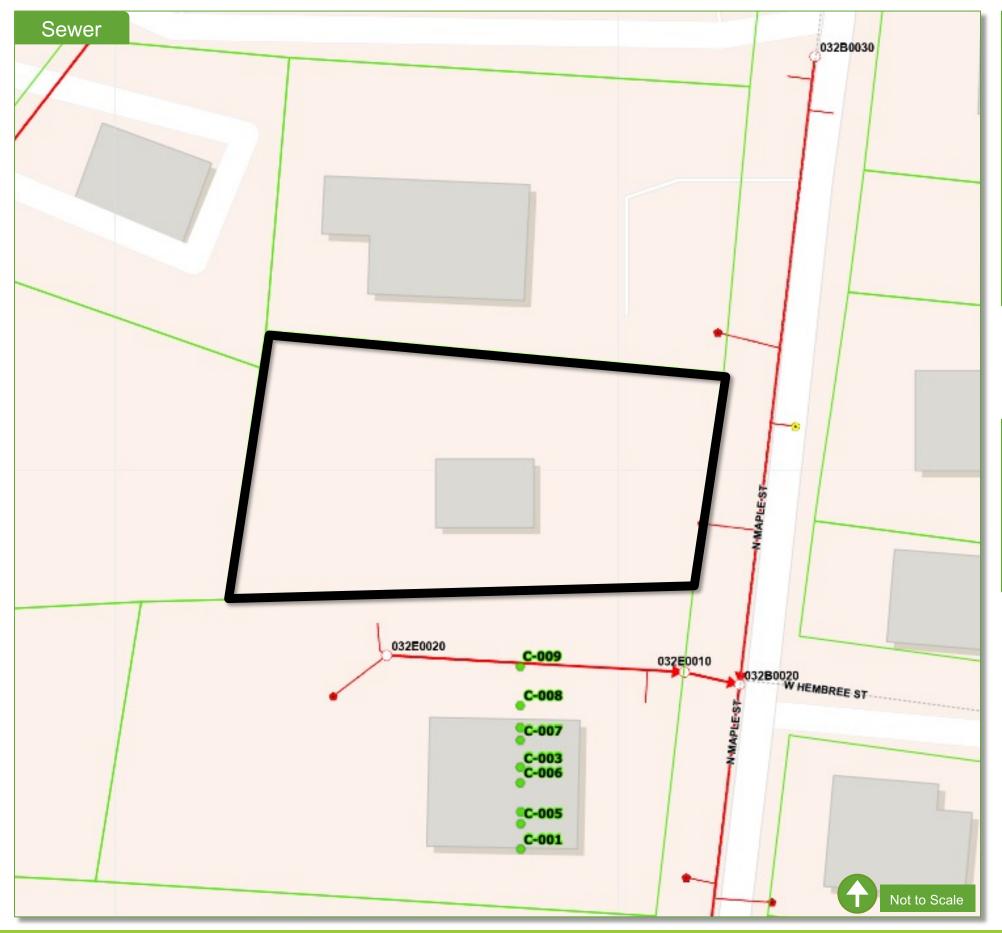




- Water services will be provided by the Murfreesboro Water Resources Department.
- The waterline runs along the west of North Maple where two lines currently are currently stubbed to the property.
- The Gang Meter Vault is required to be 2.5' from the existing sidewalk, 5 feet from any other encroachments, and 10' from any building with exception to front porches.
- This development will be required to make a new tap on the water main and abandon the existing meter and service.





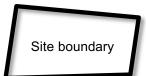


- Sanitary sewer service will be provided by the Murfreesboro Water Resources Department.
- The sewer enters the property from the east side of North Maple Street.
- The project is exempt for the City of Murfreesboro sewer allocation ordinance within the CCO.
- The public sewer is subject to a 30' Sanitary Sewer Easement centered on the sewer that will be on site.

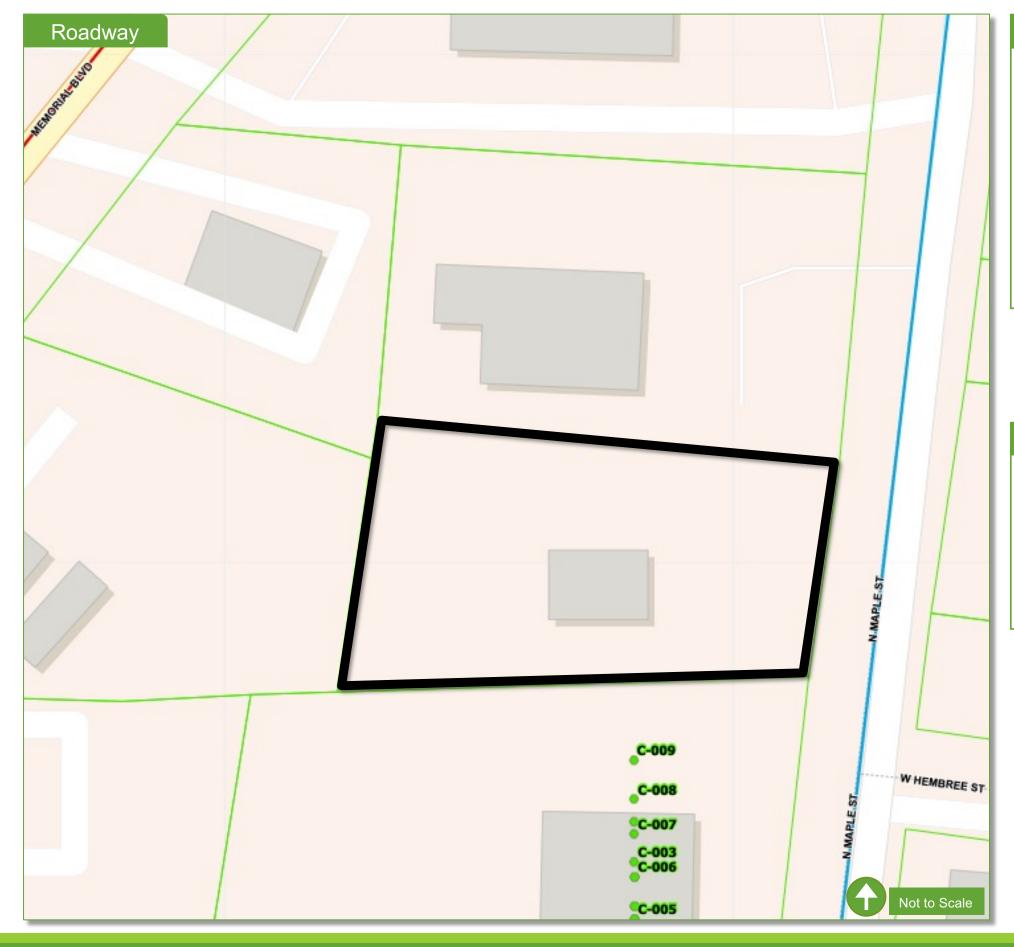
Legend







HUDDLESTON — STEELE ENGINEERING, INC. 2115 N.W. BROAD STREET, MURFREESBORO, TN 37129 TELEPHONE: 615—893—4084 FAX: 615—893—0080

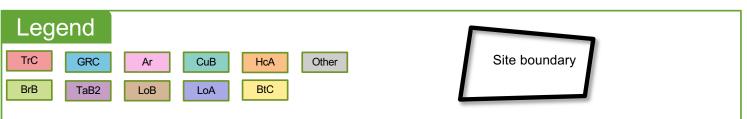


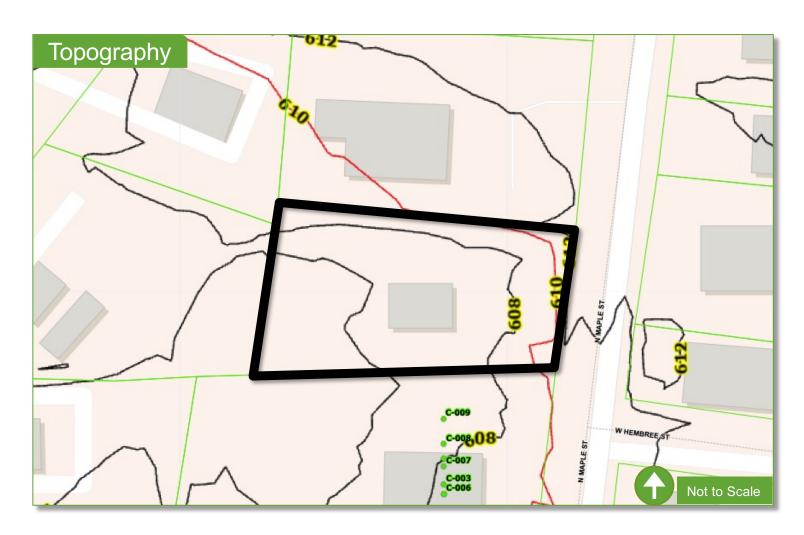
- The site will be primarily accessed from North Maple
 Street in close proximity to Memorial Boulevard
- The site will have one primary entrance off of North Maple Street which is a community collector designated roadway.
- A 10' public utility easement will be dedicated along the front property line.
- A Final plat will be required to create a legal lot of record.







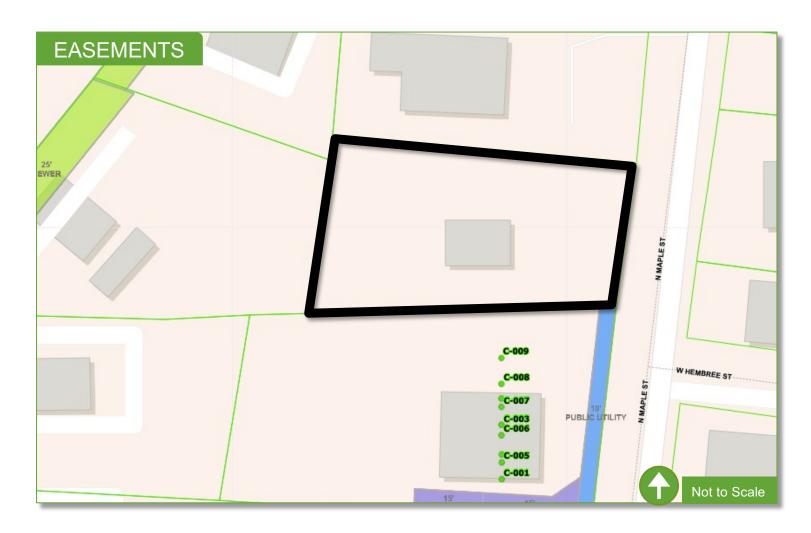






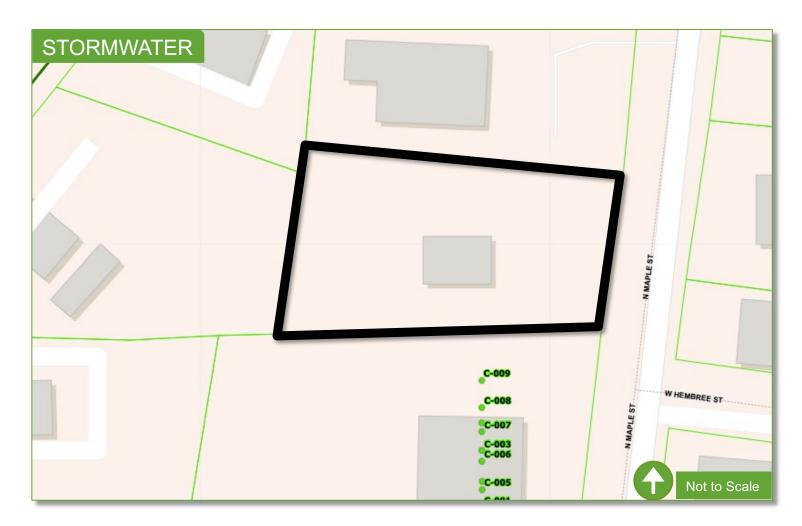
The site drains from east to west towards the southwest corner of the site. The adjacent property to the south sits a few feet higher than the subject property and will be addressed in the site design.







- No known easements are currently recorded on the subject property.
- A 10' public utility easement will need to be dedicated along the front property line.
- A 30' Sanitary Sewer Easement will be provided as required by MWRD.





Map Summary

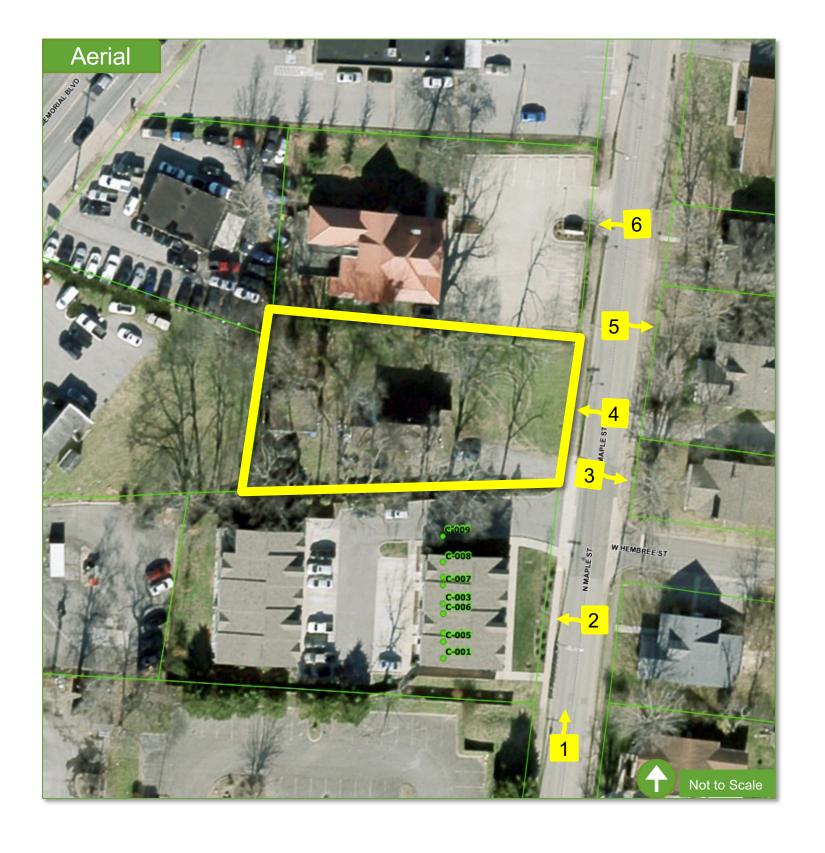
Stormwater will be addressed using the "small site" option and will utilize pervious pavers in the parking stalls and downspouts draining into the paver system.





The subject property is embedded in a mixed-use area. To the north is a professional office building. To the west are two car lots and a restaurant. To the south is a recently constructed townhome development. Across North Maple Street are single family homes.









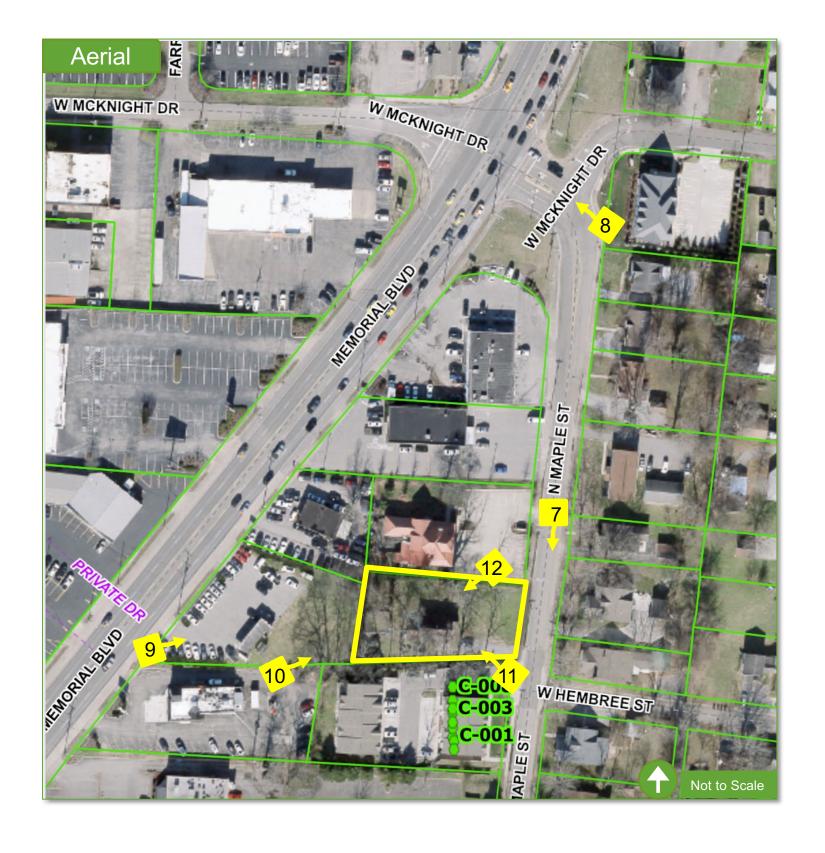
















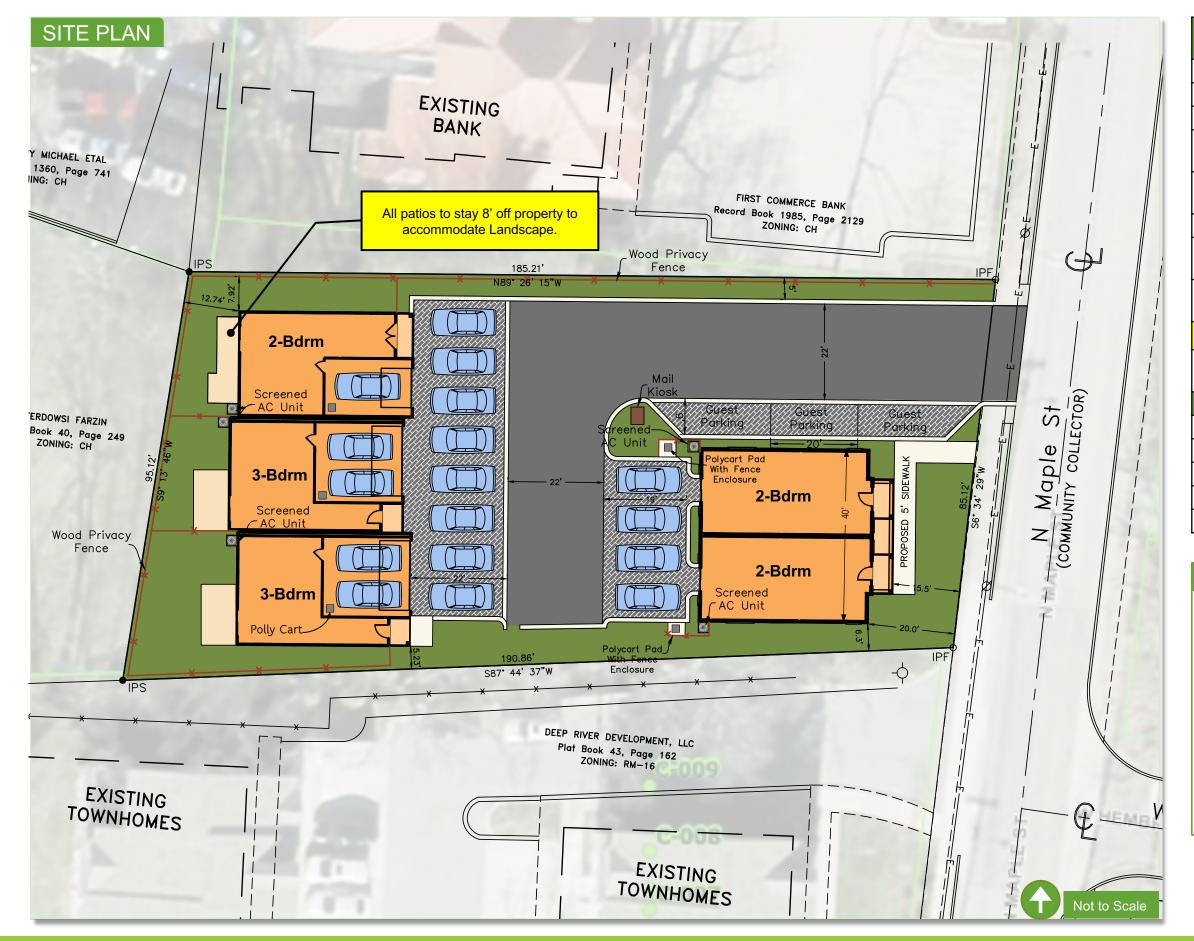




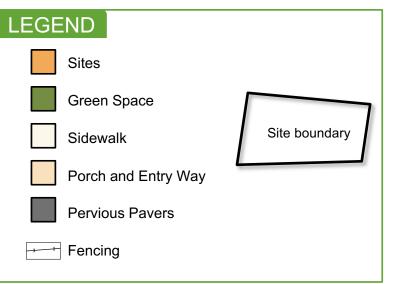








Site Data	Duplex (Front Units)	Triplex (Rear Units)	
Total Area	0.3842 AC		
Lot size	16,735 s	q.ft.	
Density	13.01 D.U	./Acre	
Attached homes	2	3 Units	
Bedrooms	2-bdrm	1 x 2-bdrm 2 x 3-bdrm	
Parking required	4 Spaces	8 Spaces	
Parking provided (Garage)	N/A	5	
Parking provided (Surface)	4	8	
Guest Parking	3		
Private Open Space (Porches)	Front Porches	112 sq.ft. & Backyard	
Setbacks			
Front	20 ft	N/A	
Front Porch	15 ft	N/A	
Side	5 ft	5 ft	
Rear	N/A	8 ft	
Height to Ridge	34 ft 8 <i>in</i>	35 ft	









Characteristics

- All homes will have elevations Rear Triplex will have consisting of masonry materials.
- All homes will have enhanced trim package
- decorative Garage Doors





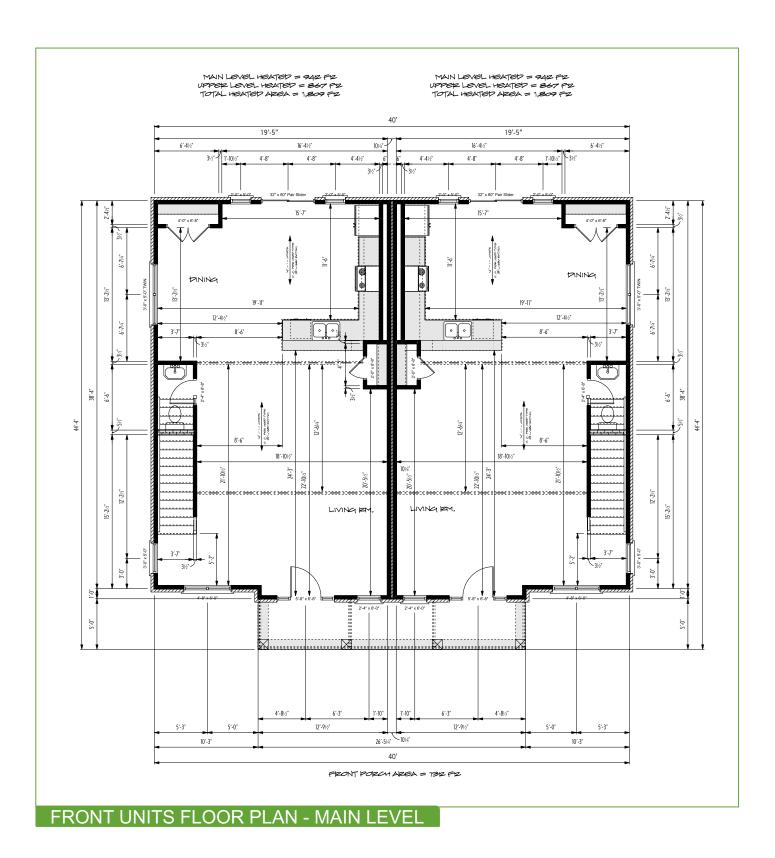
Building Elevations Materials

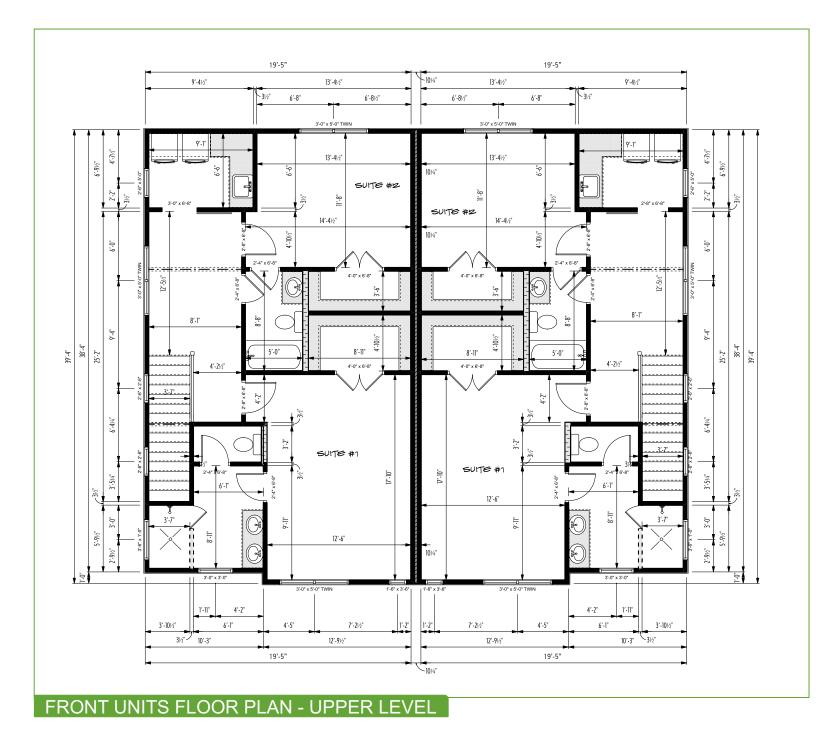
Front Elevation:	All Masonry Materials (Brick, Fiber Cement Board, etc)
Side Elevations:	All Masonry Materials (Brick, Fiber Cement Board, etc)
Rear Elevations:	All Masonry Materials (Brick, Fiber Cement Board, etc)
All Elevations:	Enhanced trim Package



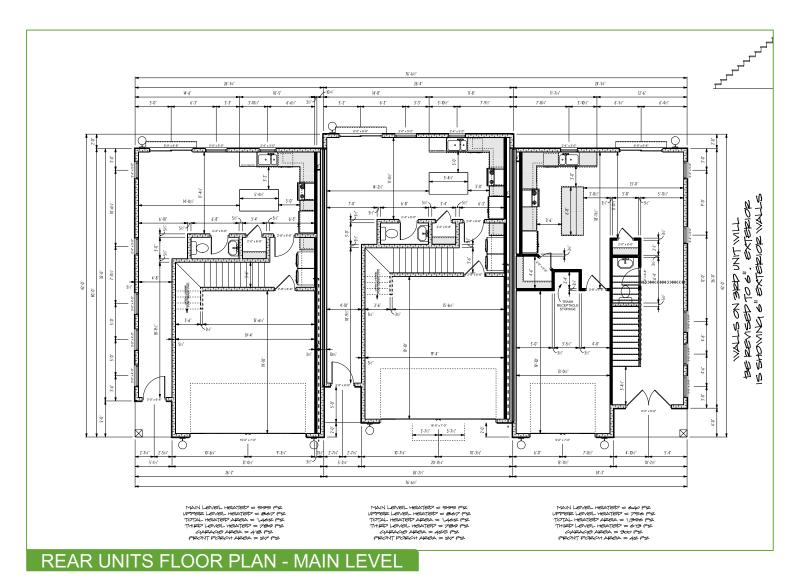


*Different colors, cuts and patterns will be allowed

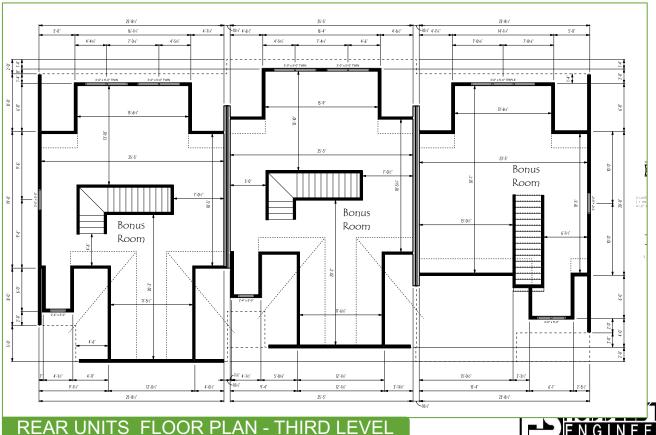


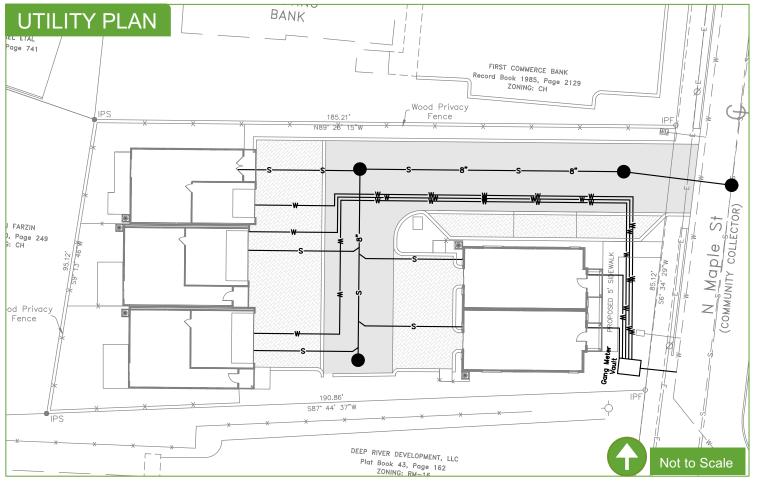


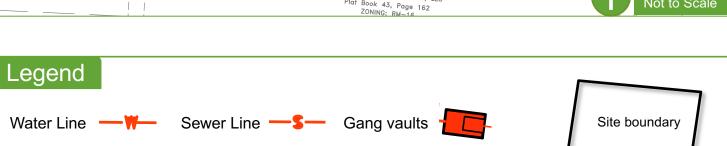




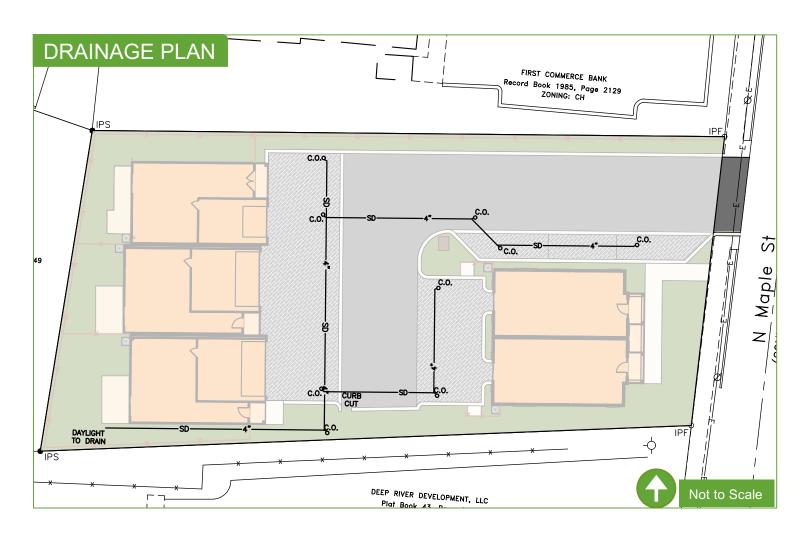
Suite #2 Suite #1 Suite #1 REAR UNITS FLOOR PLAN - UPPER LEVEL







This plan shows how the developer plans are running both the water lines and the sewer lines.

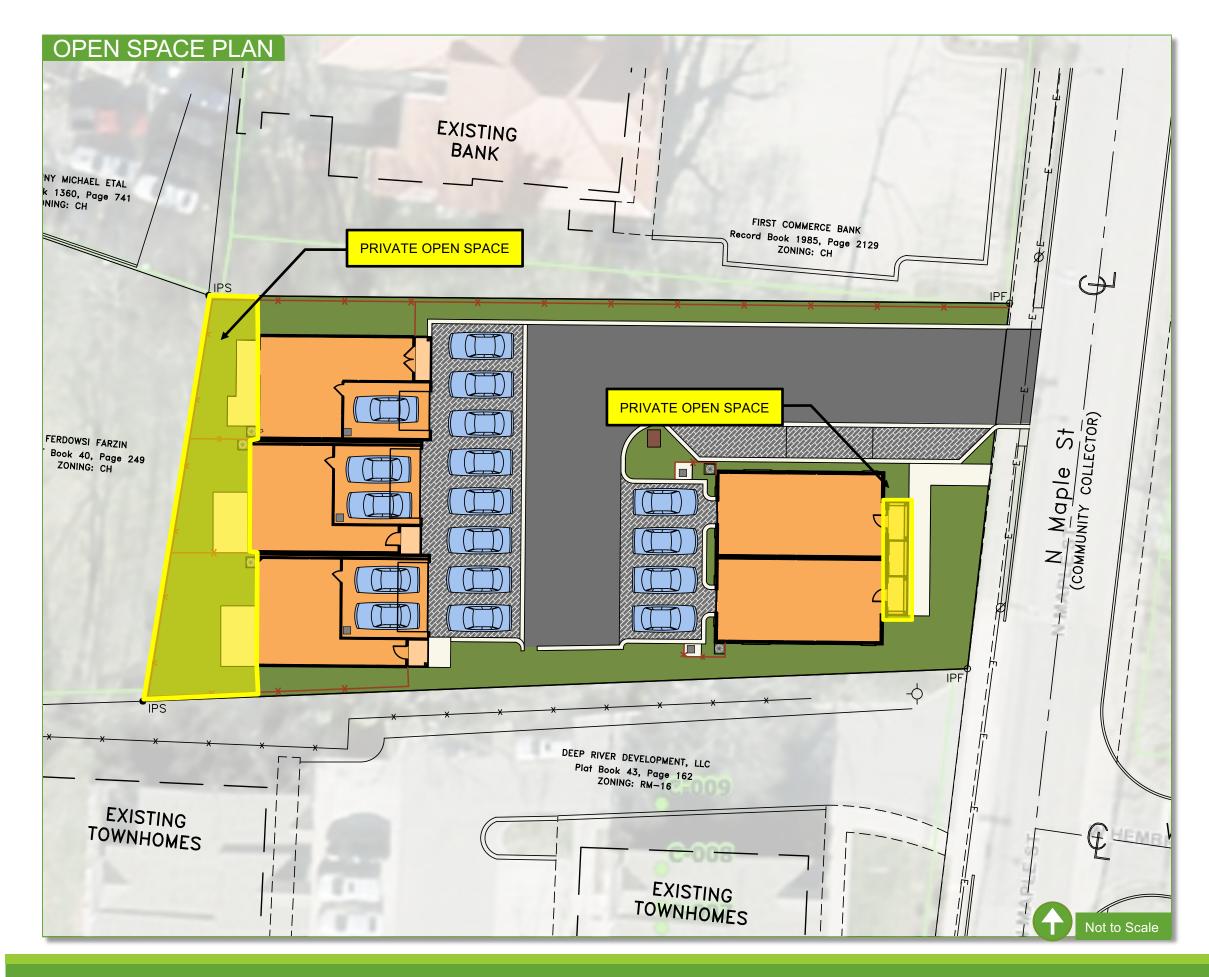




Map Summary

This plan show how the drainage will be handled once it perks through the pervious pavers.

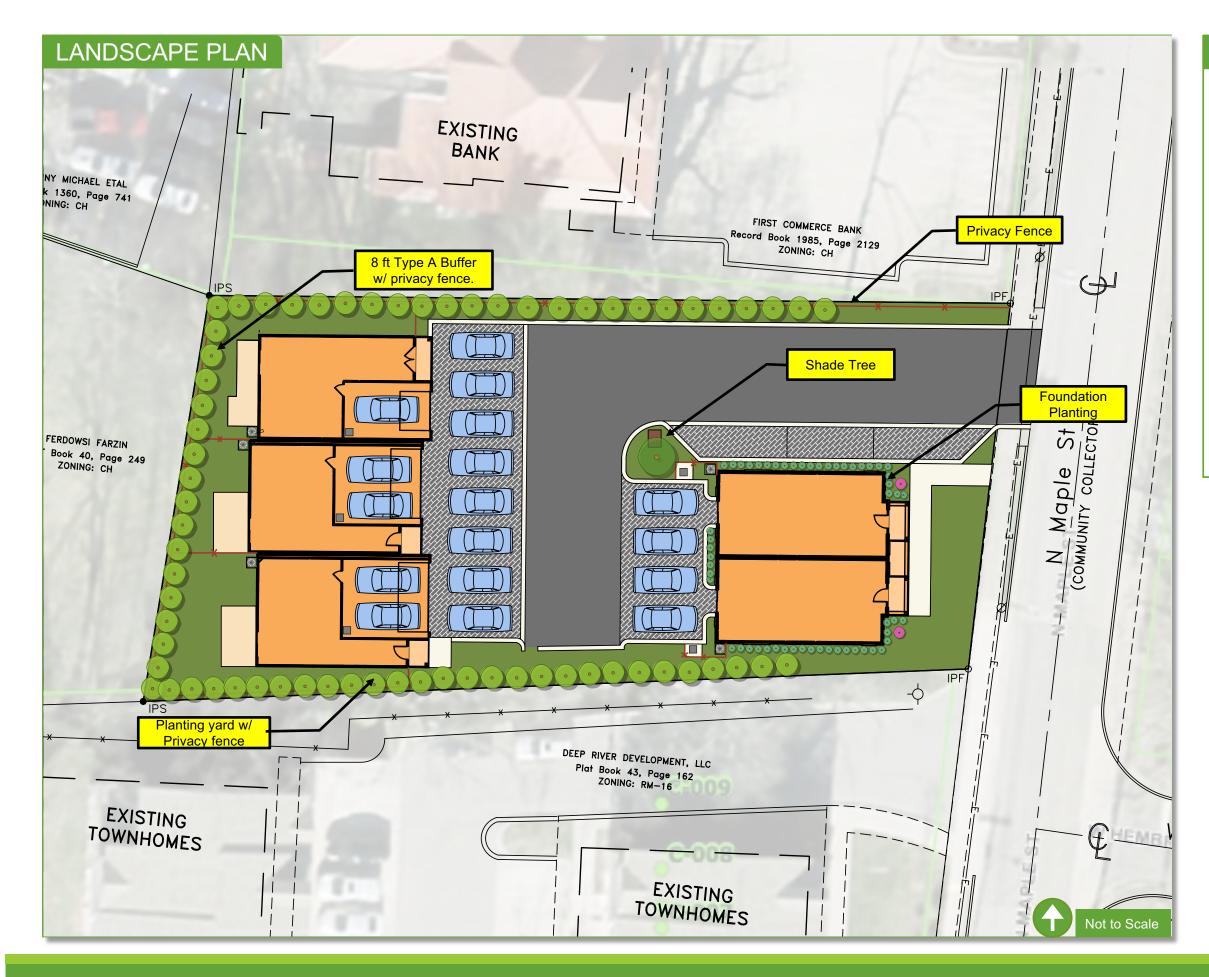




The number of townhomes being proposed on the site does not require designated formal open space. The developer will be providing 50 sq.ft. of private open space for each of the front two units and a minimum of 80 sq.ft. of private patios/small yards on each of the rear units.

The developer will be providing a total of approximately 1,358 sq.ft. of private open space for the entire development with a total of 9,098 sq.ft. overall open space.





The developer will be providing both a privacy fence and evergreen trees to soften the perimeter of the development. Type A Buffer areas are required between the PRD and CH zoning. Properties to the north and west are in the CH zone. We are requesting an 8' Type A buffer along the west and 5' planting yards to the north and south with fencing. The property to the south is RM-16 which is comparable to the PRD being requested, which does not require buffer planting.

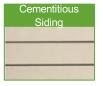


Developmental Standards

- Development will include five townhome units.
- Minimum Square Footage will be 1600 SF.
- Maximum building height to the ridge line of 35'.
- The homes will have only surface parking for the front units and garage & surface parking for the rear units. One guest space will be provided.
- Solid waste will be handled by the City of Murfreesboro by curbside poly carts.
- Sidewalks will be included along North Maple.
- No signage will be part of this development.
- Mail delivery will be handled utilizing a mail kiosk.
- The rear units will have 19'10" deep garages, 2" short of Murfreesboro design standards which require a minimum of 20' deep garages. An exception to this requirement has been requested. Garages will also house trash cart and units without garages will have a designated fenced area outside of the unit.
- Telecommunication and television will be on the back of the townhomes.
- HVAC units will be located on the side or back of the townhomes as indicated on the site plan.
- 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.

Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Fiber Cement Board, etc)
Side	All Masonry Materials (Brick, Fiber
Elevations:	Cement Board, etc)
Rear	All Masonry Materials (Brick, Fiber
Elevations:	Cement Board, etc)





*Different colors, cuts and patterns will be allowed

General Applicability Section 13b for Planned Development

- Ownership and division of land:
- Waiver of BZA action: No BZA action is required
- Common space and common elements: Private open space is provided by the front patios on the front units and the rear patios and fenced yards on the back units.
- Accessibility of site: Site will be accessible from North Maple Street
- Off-street parking: The proposed site plan provides for the CCO standard of one space per bedroom.
- Pedestrian circulation: Developer will provide a sidewalk along North Maple Street
- **Privacy:** The townhomes will have a 6' privacy fence on the north, south, and west property lines.
- Relationship to zoning regulations and other zoning regulations: The development is consistent with the 2023 Land Use Plan.
- **Development Period; Phasing:** The project will be developed in one phase.
- Annexation: No annexation is required.
- Landscaping: The project will have a perimeter privacy fence with a single row of evergreen trees to beautify the project.



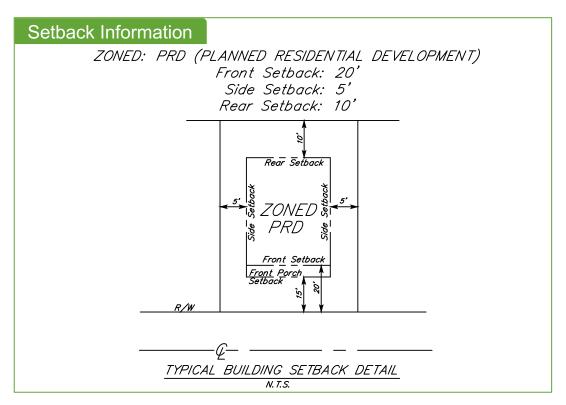
LAND USE PARAMETERS AND BUILDING SETBACKS					
ZONING (EXISTING VS PROPOSED)	RS-A3	CCO	PROPOSED	DIFFERENCE	
	DENSITY				
MAXIMUM GROSS DENSITY (D.U./ACRE)	12		13.01	1.01	
MINIMUM LOT AREA (SQ.FT.)	2000		2000		
MINIMUM LOT WIDTH (FT.)	20		N/A - HPR		
MAXIMUM LOT COVERAGE (PERCENT)	none	50%	28.7%		
MINIMUM	EXTERNAL SETBAC	K REQUIR	REMENTS		
MINIMUM FRONT SETBACK (FT.)	20	19	20		
FRONT PORCH SETBACK ENCROACHMENT (FRONT UNITS)	N/A	14	15		
MINIMUM SIDE SETBACK (FT.)	5		5		
MINIMUM REAR SETBACK (FT.)	20		10	10	
	LAND USE INTENSIT	Y RATIOS			
MAX F.A.R.	1		.68		
MINIMUM LIVABLE SPACE RATIO	none		N/A		
MINIMUM OPEN SPACE REQUIREMENT	none		N/A		
MAX HEIGHT (FT.)	42		35		
OPEN SPACE (PERCENT)	15%		26.2%		
PRIVATE OPEN SPACE (SQ.FT)	N/A	50 SF per Unit	1,358		

PRD Exception Request Summary

- Exception #1 Request a 10' reduction in the rear setback.
- Exception #2 Request a 1.01 units/acre increase in overall density comparable to the RS A-3 zoning.
- Exception #3 Requesting a reduction of garage depth from 20' to 19'10".
- Exception #4 Requesting an allowance for a 5' planting yard along the northerly property line instead of Type A Buffer.
- Exception #5 Requesting a reduction from a 10 ft wide Type A Buffer to an 8 ft wide Type A Buffer along the westerly property line with privacy fence.

SITE DATA	Entire Parcel (sq.ft.)	Percentage (%)
TOTAL LAND AREA	16,735	100%
FORMAL OPEN SPACE	N/A	
REGULAR OPEN SPACE	4,390	26.2%
TOTAL IMPERVIOUS	9,098	54.4%
TOTAL PERVIOUS	7,193	
TOTAL BUILDING COVERAGE	4641	28.7%
TOTAL BUILDING SQUARE FEET	+/- 8,000	

^{*}Areas are rounded up to the nearest sq.ft.



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.



City of Murfreesboro General Applicability Section 13b for Planned Development

- 1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: Shown in pattern book on Sheets 5-6.
- 2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; Shown in pattern book on Sheets 9-12.
- 3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof; Shown in pattern book Sheet 13,
- 4. A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; Shown in pattern book on Sheet 13.
- 5. A tabulation of the maximum number of dwelling units proposed including the number of units with two or less bedrooms and the number of units with more than two bedrooms; Shown in pattern book on Sheet 13.
- 6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); Shown in pattern book on Sheet 21.
- 7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; See Sheet 4.
- 8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating: (aa) the approximate date when construction of the project can be expected to begin; (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; Project will be completed 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; Property will be managed by an HOA.
- 10. A statement setting forth in detail either (1) the exceptions which are required from the zoning

and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed;

- Exception #1 Request a 10' reduction in the rear setback.
- Exception #2 Request a 1.01 units/acre increase in overall density comparable to the RS A-3 zoning.
- Exception #3 Requesting a reduction of garage depth from 20' to 19'10".
- Exception #4 Requesting an allowance for a 5' planting yard along the northerly property line instead of Type A Buffer.
- Exception #5 Requesting a reduction from a 10 ft wide Type A Buffer to an 8 ft wide Type A Buffer along the westerly property line with privacy fence.
- 11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; The project is not within the CCO.
- 12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; The project has no impact on the Major Thoroughfare Plan.
- 13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; See Sheet 2.
- 14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. See Sheets 13-15.
- 15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: No signage is being proposed with this development.
- 16. 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.



MINUTES OF THE MURFREESBORO PLANNING COMMISSION APRIL 3, 2024

6:00 PM CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair

Ken Halliburton, Vice-Chair

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

STAFF PRESENT

Ben Newman, Dir. Of Land Mngt. & Planning Matthew Blomeley, Assistant Planning Director

Holly Smyth, Principal Planner

Joel Aguilera, Planner

Carolyn Jaco. Recording Assistant

Roman Hankins, Assistant City Attorney

1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Chair Kathy Jones determined that a quorum was present.

3. Public Comments.

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

4. Approve minutes of the March 20, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the March 20, 2024 Planning Commission meeting minutes; the motion was seconded by Mr. Chase Salas and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
APRIL 3, 2024

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

5. Public Hearings and Recommendations to Council

Zoning application [2024-403] for approximately 0.38 acres located along North Maple Street to be rezoned from CH & CCO to PRD (Maple Five PRD) & CCO, Hamid Mehryar 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. Chris Maguire (civil engineer) and Mr. Clyde Rountree (landscape architect) were in attendance to represent the application. Mr. Clyde Rountree gave a brief presentation regarding the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

Mr. Will Perkins, 1019 N. Maple Street – stated that he and his wife were strongly in favor for this project.

Chair Kathy Jones closed the public hearing.

The Planning Commission stated how they liked the appearance of the proposed buildings. However, they expressed their concerns regarding density and parking.

Mr. Clyde Rountree stated he would work with his client to address the concerns that had been mentioned.

MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
APRIL 3, 2024

Mr. Chris Maguire came forward asking the Planning Commission for direction to improve the layout of the current design. The Planning Commission stated their concerns were the density and not enough parking.

There being no further discussion Mr. Shawn Wright moved to defer the zoning application; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Reggie Harris

Bryan Prince

Chase Salas

Shawn Wright

Nay: None

Proposed amendment to the Zoning Ordinance [2024-801] regarding warehouse uses and pertaining to Endnotes for Chart 1: Uses Permitted by Zoning District, City of Murfreesboro Planning Department applicant. Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Shawn Wright commented he had conversations with Mr. Adam Tucker, City Attorney regarding this request and it would need to be deferred due to potential legal concerns, which Mr. Tucker would be reviewing.

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

3

MINUTES OF THE MURFREESBORO PLANNING COMMISSION SEPTEMBER 4, 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 Matthew Blomeley, Assistant Planning Director Holly Smyth, Principal Planner Richard Donovan, Principal Planner Brad Barbee, Principal Planner Brad Barbee, Principal Planner Joel Aguilera, Planner 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 August 21, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the August 21, 2024 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Tristan Carroll

MINUTES OF THE **MURFREESBORO PLANNING COMMISSION**

SEPTEMBER 4, 2024

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

5. **Old Business (Recommendation to Council):**

Zoning application [2024-403] for approximately 0.38 acres located along North

Maple Street to be rezoned from CH & CCO to PRD (Maple Five PRD) & CCO,

Hamid Mehryar 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. Hamid Mehryar (owner/developer) and Mr. Clyde Rountree (landscape architect) were

in attendance representing the application. Mr. Clyde Rountree explained the

modifications to the plan since the previous Planning Commission meeting.

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. Bryan Prince

and carried in favor by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

2

ORDINANCE 24-OZ-34 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 0.38 acres located along North Maple Street from Commercial Highway (CH) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District (Maple Five PRD) and City Core Overlay (CCO) District; Hamid Mehryar, applicant, [2024-403].

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

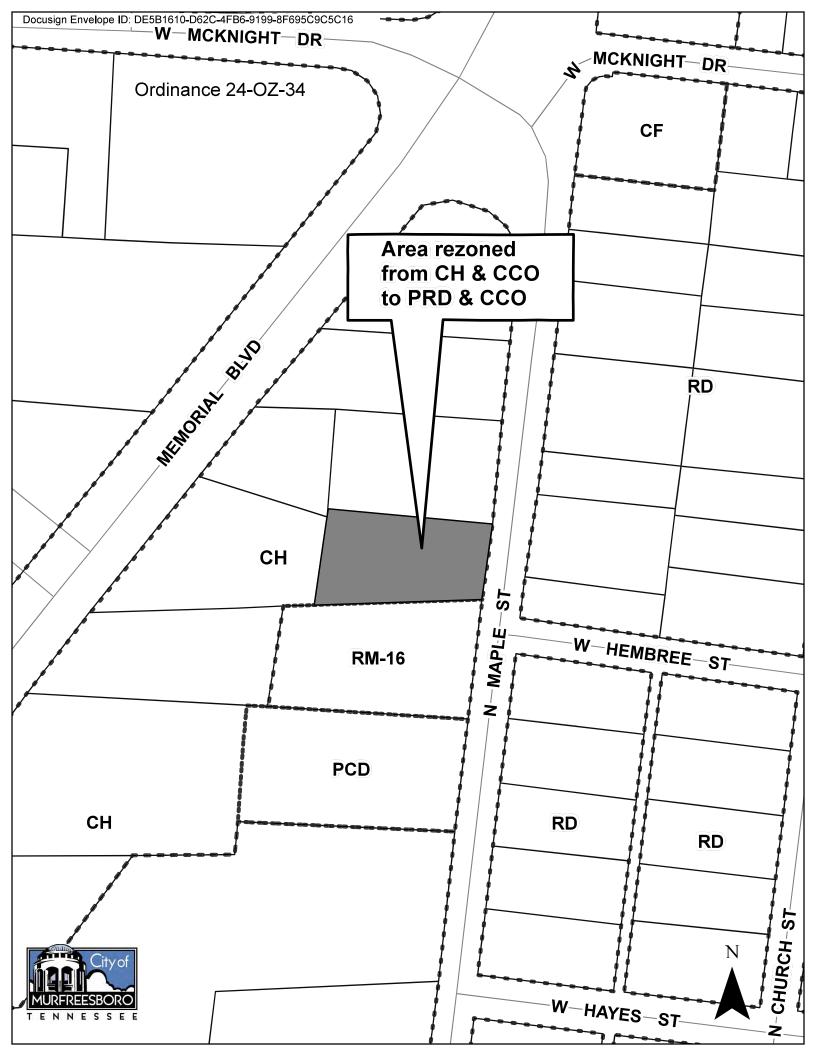
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and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

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

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

Passed:	CI M.F. I. I.M.
1st reading	Shane McFarland, Mayor
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by:
Erin Tucker	Adam F. Tucker Adam F. Tucker
City Recorder	City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Plan of Services, Annexation, and Zoning for property along

Westridge Drive

[Public Hearings Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

Ordinance	\boxtimes
Resolution	\boxtimes
Motion	
Direction	
Information	

Summary

Annexation and zoning of approximately 0.5 acres located along the south side of Westridge Drive west of Soldiers Honor Drive.

Staff Recommendation

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

Conduct a public hearing and enact the ordinance establishing the requested zoning.

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

Background Information

Alcorn Properties, LLC and the Veterans Cove Homeowners Association, Inc. initiated petitions of annexation [2024-506] for approximately 0.5 acres located along the south side of Westridge Drive. The City developed its plan of services for this area. Additionally, Alcorn Properties, LLC presented to the City a zoning application [2024-406] for the same 0.5 acres to be zoned PRD (Planned Residential District) simultaneous with annexation. During its regular meeting on August 7, 2024, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

Council Priorities Served

Improve Economic Development

The proposed zoning will enable three additional townhome units to be built in an existing townhome development that is currently under construction.

Attachments:

1. Resolution 24-R-PSA-33

- 2. Ordinance 24-OZ-33
- 3. Maps of the area
- 4. Planning Commission staff comments from the 08/07/2024 meeting
- 5. Planning Commission minutes from 08/07/2024 meeting
- 6. Plan of Services
- 7. Veterans Cove amended PRD pattern book
- 8. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 AUGUST 7, 2024

PROJECT PLANNER: RICHARD DONOVAN

5.b. Annexation petition and plan of services [2024-506] for approximately 0.50 acres located along Westridge Drive, Alcorn Properties, LLC and Veterans Cove Homeowners Association, Inc. applicants.

The property owners, Alcorn Properties, LLC and Veterans Cove Homeowners Association, Inc., have submitted petitions requesting their property be annexed into the City of Murfreesboro. The annexation area includes portions of two parcels located on the south side of Westridge Drive and a portion of the right-of-way of Westridge Drive. At the request of the City, the County Road Board consented to the annexation of the remaining right-of-way of Westridge Drive at its June 24 meeting. Both parcels are currently vacant.

The total annexation study area is approximately 0.50 acres and includes 0.08 acres of right-of-way.

The annexation study area includes the following areas:

Owner: Alcorn Properties, LLC.

Tax Map 124, part of Parcel 25.03 (0.41 acres)

Owner: Veterans Cove Homeowners Association, Inc.

Tax Map 124, part of Parcel 25.01 (0.01 acres)

Owner: Rutherford County

Approximately 0.08 acres of right-of-way of Westridge Drive.

The property owners have submitted a companion zoning application to add the subject properties to the Veterans Cove PRD. The zoning would allow three attached single-family homes in the annexation area.

The annexation study area is located within the City of Murfreesboro's Urban Growth Boundary. The study area, including the ROW, is contiguous with the City Limits along their northern and eastern boundaries. The Murfreesboro 2035 Comprehensive Plan, Chapter 4: Future Land Use Map identifies a "Service Infill Line'; this line is to help facilitate growth and development in the City in an orderly, planned, and sustainable manner and to help plan for future City services. This annexation study area is located within the Service Infill area.

Staff has drafted a plan of services, which is included in the agenda packet. It details how and when services can be extended to the property, if annexed. Due to its close proximity to the existing City limits, it will be relatively easy to extend services to the subject properties.

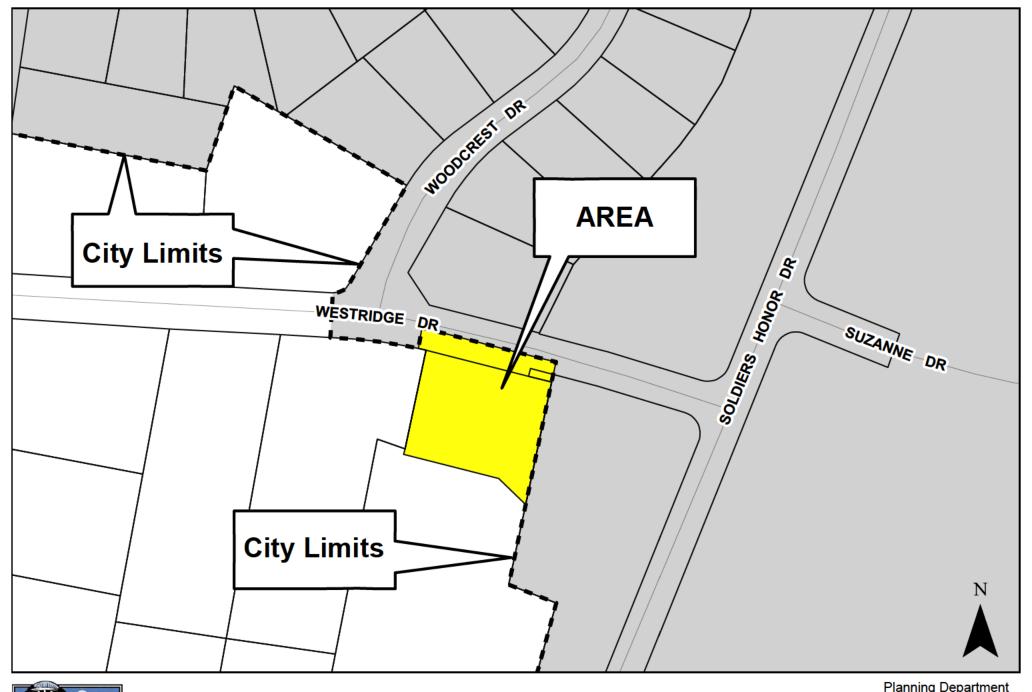
Staff Recommendation:

Staff is supportive of the annexation request for the following reasons:

- 1. The subject property is contiguous with the existing City Limits.
- 2. It is located within the Urban Growth Boundary and within the Service Infill Area.
- 3. Services can be extended to the subject property upon annexation.

Action Needed:

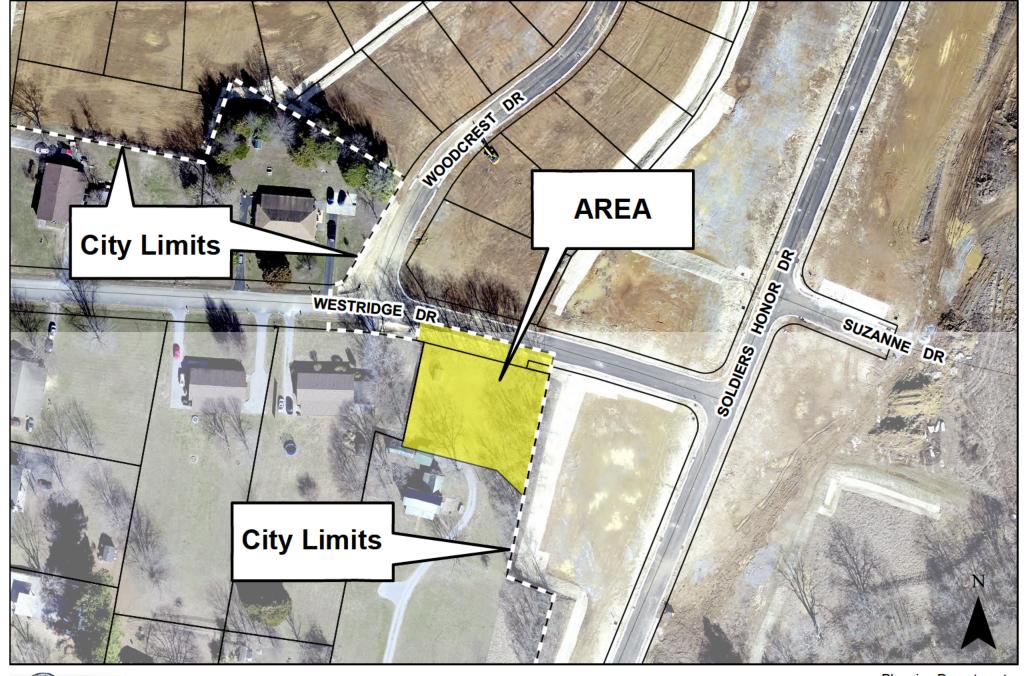
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.





Annexation request for property along Westridge Drive

0 85 170 340 510 US Feet





Annexation request for property along Westridge Drive

0 85 170 340 510 US Feet

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

1. Alcorn Propert	ties, LLC (c/o David Alcorn)		
Printed Name of Ow	ner (and Owner's Representative, if Owner is an entity)		
Signature	status:Member	Date:_	5/14/2024
Mailing Address (if n	not address of property to be annexed)		
2.			
Printed Name of Ow	oner (and Owner's Representative, if Owner is an entity)		
Signature:	Status:	Date:_	
Mailing Address (if n	not address of property to be annexed)		
3.			
Printed Name of Ow	vner (and Owner's Representative, if Owner is an entity)		
Signature:	Status:	Date:_	
Mailing Address (if n	not address of property to be annexed)		
4.			
Printed Name of Ow	vner (and Owner's Representative, if Owner is an entity)		
Signature:	Status:	Date:_	
Mailing Address (if r	not address of property to be annexed)		
	(Attach additional signature pages if necessary)		
	Legal Description is attached:XYe	s	
Power	of Attorney applies and is attached: Ye	s X	No

PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

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

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

Veterans Cove Hom	neowners' Association, Inc. (c/o David Alcorn)
Printed Name of Owner (and O	owner's Representative, if Owner is an e	ntity)
Signature	Status: Member	Date:5/23/2024
Mailing Address (if not address	of property to be annexed)	
2		
Printed Name of Owner (and C	Owner's Representative, if Owner is an e	ntity)
Signature:	Status:	Date:
Mailing Address (if not address	s of property to be annexed)	
3.		91
Printed Name of Owner (and C	Owner's Representative, if Owner is an e	ntity)
Signature:	Status:	Date:
Mailing Address (if not address	s of property to be annexed)	
4.		
Printed Name of Owner (and C	Owner's Representative, if Owner is an e	entity)
Signature:	Status:	Date:
Mailing Address (if not address	s of property to be annexed)	
(/	Attach additional signature pages if nece	essary)
Lega	al Description is attached: X	Yes
Power of Attor	ney applies and is attached: _	YesX No

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

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

3

MINUTES OF THE MURFREESBORO

PLANNING COMMISSION

AUGUST 7, 2024

Shawn Wright

Nay: None

Zoning application [2024-406] for approximately 0.42 acres located along Westridge

Drive to be zoned PRD (Veterans Cove PRD) simultaneous with annexation, 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.

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, Mr. Bryan Prince moved to approve the zoning

application subject to all staff comments; the motion was seconded by Mr. Tristan Carroll

and carried by the following vote:

Kathy Jones Aye:

Ken Halliburton

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Nav:

None

Not Present: Mr. Shawn Wright

4

RESOLUTION 24-R-PSA-33 to adopt a Plan of Services for and to annex approximately 0.5 acres located along Westridge Drive (Tax Map 124, part of parcel 2503 (0.41 acres); Tax Map 124, part of Parcel 25.01 (0.01 acres), and approximately 0.08 acres of right-of-way of Westridge Drive.), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Alcorn Properties, LLC, applicant [2024-506].

WHEREAS, the Owner(s) of all property within the territory identified on the attached map as the "Area Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a plan of services for the area proposed for annexation is attached hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated ("TCA") § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Murfreesboro Planning Commission for study, and it has recommended the same following a public hearing on August 7, 2024, notice of which was published in a newspaper of general circulation in the City of Murfreesboro not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing, pursuant to <u>TCA</u> §6-51-102; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Murfreesboro to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent, and copies of this resolution were published in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Murfreesboro on or about the same time, pursuant to <u>TCA</u> § 6-51-104; and

WHEREAS, this resolution and notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published on September 24, 2024 in the *Murfreesboro Post*, a newspaper of general circulation in such territory and the City of Murfreesboro, pursuant to <u>TCA</u> § 6-51-104;

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the City Council of the City of Murfreesboro on October 17, 2024.

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

<u>SECTION 1</u>. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the following territory is hereby annexed and incorporated into boundaries of the City of Murfreesboro: Tax Map 124, part of parcel 2503 (0.41 acres); Tax Map 124, part of Parcel 25.01 (0.01 acres), and approximately 0.08 acres

of right-of-way of Westridge Drive, identified on the attached map as the "Area Annexed."

<u>SECTION 2</u>. That the plan of services for this territory, attached hereto, is approved and the same is hereby adopted.

<u>SECTION 3</u>. That the City Manager shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Rutherford County Mayor.

<u>SECTION 4</u>. That a signed copy of this resolution shall be recorded with the Rutherford County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Rutherford County Assessor of Property.

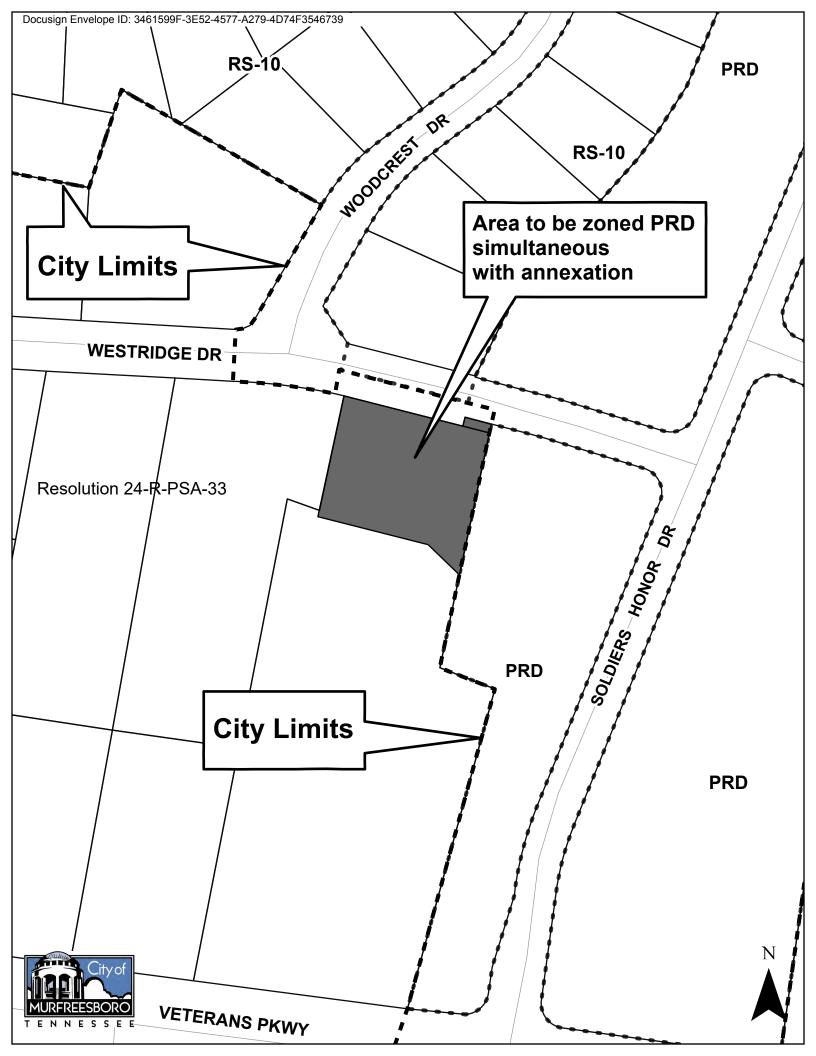
<u>SECTION 5</u>. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.

<u>SECTION 6</u>. That the Rutherford County Election Commission shall be notified that the annexation took place, so that a revised map of the voting precincts may be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.

<u>SECTION 7</u>. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

lution shall take effect upon the effective date of
to the annexed territory, Ordinance 24-OZ-33,
, the public welfare and the welfare of the City
Shane McFarland, Mayor
APPROVED AS TO FORM:
Signed by:
Adam 7 Tucker
Adam F. Tucker
City Attorney
,

SEAL

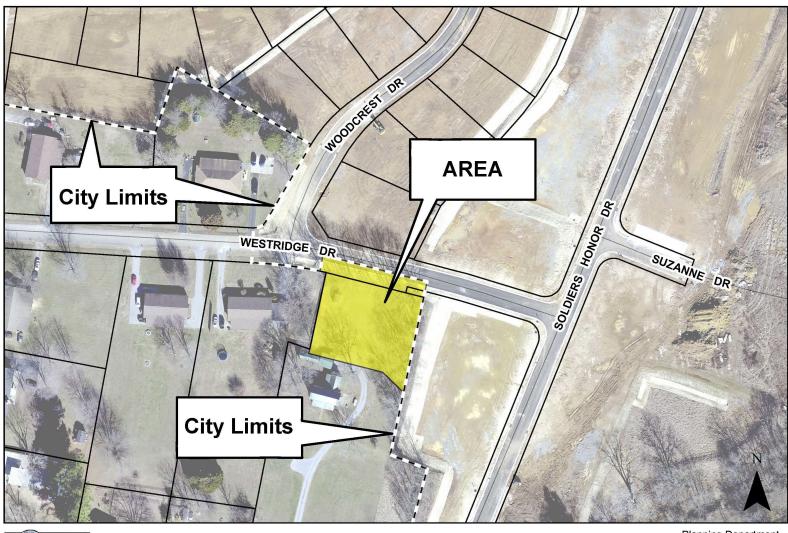


Resolution 24-R-PSA-33

ANNEXATION REPORT FOR PROPERTY LOCATED ALONG WESTRIDGE DRIVE INCLUDING PLAN OF SERVICES (FILE 2024-506)



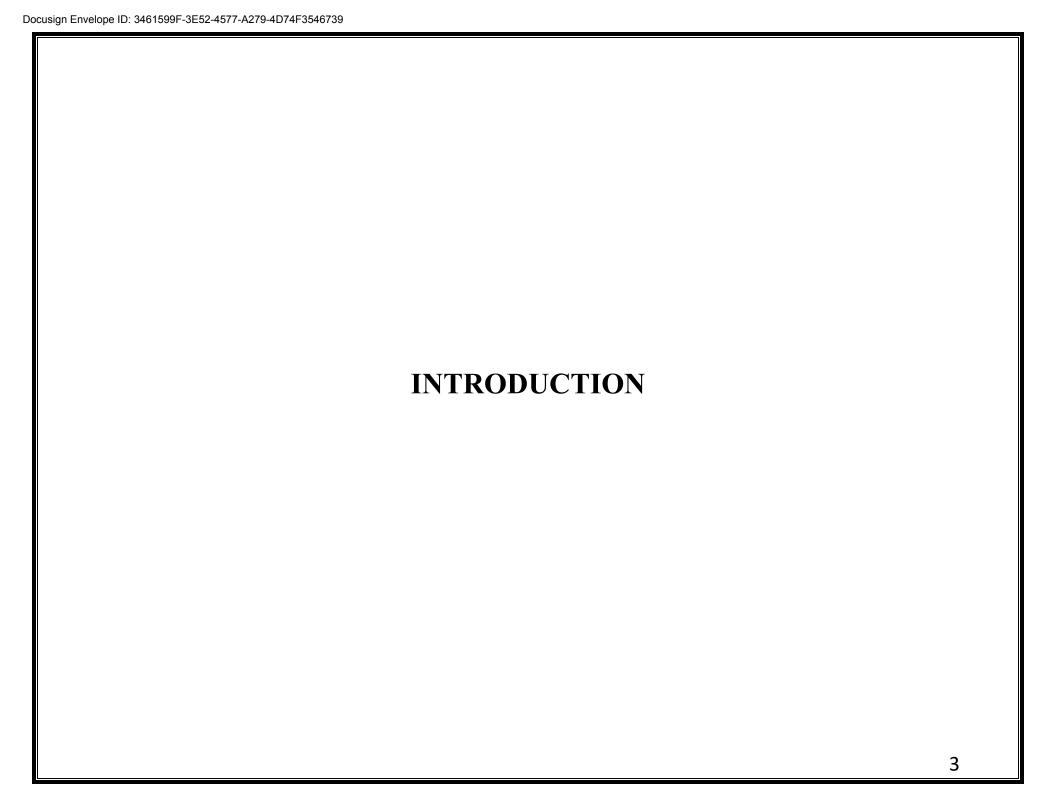
PREPARED FOR THE MURFREESBORO PLANNING COMMISSION August 7, 2024





Annexation request for property along Westridge Drive

0 85 170 340 510 US Feet



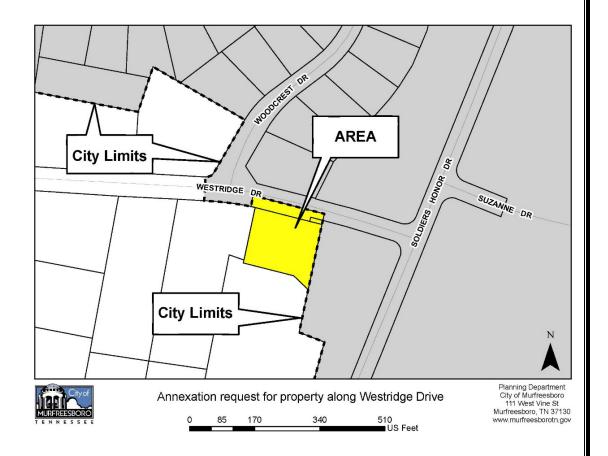
OVERVIEW

The property owners, Alcorn Properties, LLC. and Veterans Cove Homeowners Association, Inc., submitted petitions requesting their properties be annexed into the City of Murfreesboro. The County Road Board also granted their consent to annex the right-of-way of Westridge Road. The annexation study area includes the following properties:

- Tax Map 124, part of Parcel 25.03 (0.41 acres)
- Tax Map 124, part of Parcel 25.01 (0.01 acres)
- Approximately 0.08 acres of right-of-way of Westridge Drive.

The total annexation study area is approximately 0.50 acres.

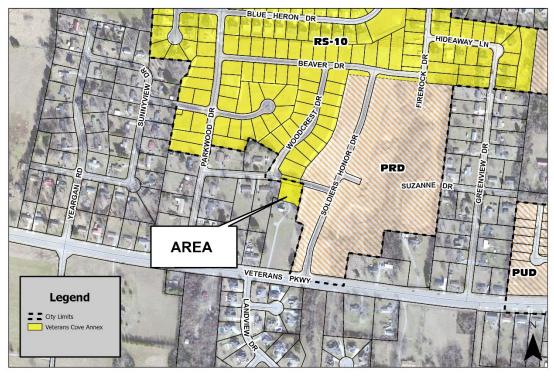
The annexation study area is located within the City's Urban Growth Boundary and is contiguous to the existing City limits along its northern and eastern boundaries, as depicted on the adjacent map.



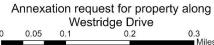
CITY ZONING

The study area consists of portions of two parcels located on the south side of Westridge Drive, just west of Soldiers Honor Drive. The two properties are currently vacant. The annexation petition has a companion zoning application to extend the Veterans Cove PRD to the subject properties.

The properties surrounding the annexation study area are primarily zoned residential. The property to the north is Rivers Edge Subdivision, Section V, is zoned RS-10 (Single-Family Residential – 10,000 square feet minimum lot size); to the east is Veterans Cove, Phase 1, is zoned PRD; to the south and west is zoned RM (Medium Density Residential) in the unincorporated County.



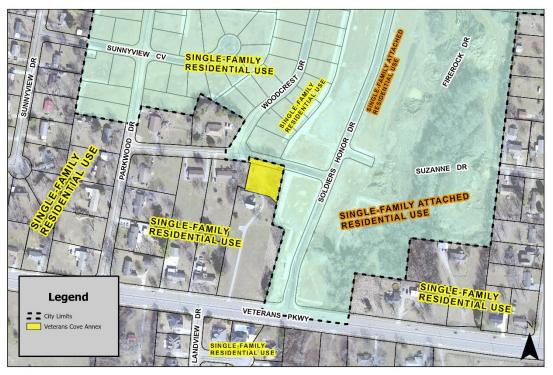




SURROUNDING LAND USE

The area being considered for annexation is portions of two parcels and right-of-way totaling 0.50 acres. The two properties are currently vacant.

The properties surrounding the annexation study area are primarily developed with residential uses. The property to the north is Rivers Edge Subdivision, Section V, a detached single-family residential subdivision; to the east is Veterans Cove, Phase 1 an attached single-family residential subdivision, to the south is a single-family home in the unincorporated County; and to the west is a two-family (duplex) home in the unincorporated County.





Annexation request for property along
Westridge Drive
0 0.04 0.07 0.15 0.22

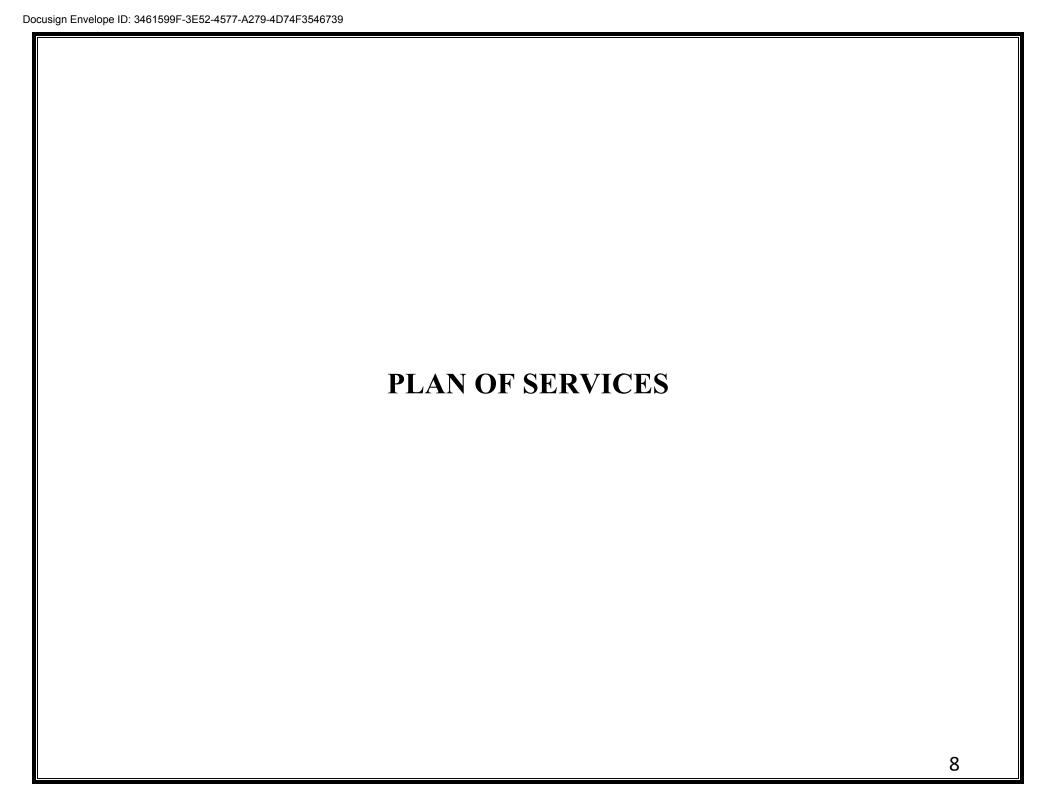
TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2024 will be due on December 31, 2025. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$0.9526/\$100 assessed value. Residential property is assessed at a rate of 25% of its appraised value and commercial property is assessed at a rate of 40% of its appraised value. Table I below shows total assessment and estimated City taxes that would be collected, if the property were to be annexed in its present state.

Table I Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements Value	Total Assessment	Estimated City Taxes
Alcorn Properties, LLC.	0.41	\$15,343	\$0	\$3,836	\$36.54
Veterans Cove Homeowners Association, Inc.	0.01	\$0	\$0	\$0	\$0

These figures are for the property in its current state and assessed at the residential rate of 25 percent. The above figures also consider only the portion of the property in the study area. The estimate was calculated by dividing the portion of the property's acreage in the study area by the total property acreage to determine the percentage of the parcel being annexed. Since no improvements were included in the study area, this percentage was multiplied by the land value to determine the estimated taxes.



POLICE PROTECTION

At present, the study area receives police service through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. The Murfreesboro Police Department can immediately provide police services to the properties as they currently exist. No additional costs to the department are expected. This property is located in Police Zone #4.

ELECTRIC SERVICE

The study area is currently served by Middle Tennessee Electric (MTE). MTE has existing facilities adjacent to the annexation area to serve the proposed development.

STREET LIGHTING

The are no streetlights along Westridge Drive. Streetlights will be installed as part of the development.

SOLID WASTE COLLECTION

The City will provide weekly curbside solid waste collection service, on Thursday, immediately upon the effective date of annexation, as well as brush/debris removal every two to three weeks. In its current state, no additional equipment or manpower will be needed to serve the study area. Upon development of the parcels each unit will need a garbage cart at \$69.66 per cart and will have a monthly collection rate of \$11.50 added to the water bill.

RECREATION

Murfreesboro's Parks and Recreation facilities will be immediately available to residents of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

CITY SCHOOLS

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. This parcel of land current resides outside of the Salem Elementary school zone, and it would become part of this school's zoned area. In its present state, this would have minimal to no impact on the school system.

If the land was developed with up to 3 homes, MCS would expect 1-2 students to be added to the Salem Elementary School enrollment. Salem Elementary is currently at capacity.

BUILDING AND CODES

The property will come within the City's jurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of annexation. The Building and Codes Department will also ensure

that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

GEOGRAPHIC INFORMATION SYSTEMS

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

STREETS AND ACCESS

The annexation study area includes approximately 155 linear feet of one lane of Westridge Drive. Upon annexation, the City will become responsible for the operation and maintenance of this street. Based on a 15-year repaving cycle, the annualized maintenance cost is \$100 with State Street Aid and General Fund as funding sources.

Any new connections to the roadway must be approved by the City Engineer.

REGIONAL TRAFFIC & TRANSPORTATION

The study area is served by Veterans Parkway as the major roadway facility. The 2014 Level of Service Model in the 2040 Major Transportation Plan shows Veterans Parkway to be operating at a Level of Service C near the study area using average daily traffic (ADT) counts. Without the recommended improvements in the 2040 Major Transportation Plan, the regional transportation facilities fall to a Level of Service F on Veterans Parkway.

SANITARY SEWER SERVICE

Sanitary sewer is not currently available in the study area. The property requesting annexation will be served by an 8" gravity sewer main installed by the developer with the development of the property from Woodcrest Drive.

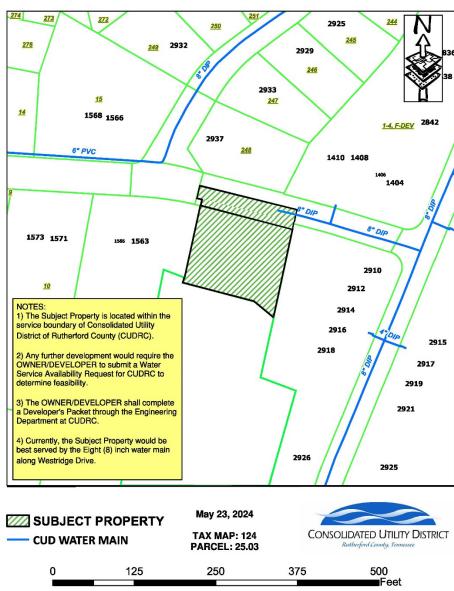
Regarding the Sewer Allocation Ordinance (SAO), these properties will be under the density per acre allotted for PRD and therefore will not be required to request a variance.

WATER SERVICE

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. An 8-inch ductile iron water main (DIP) is located along Westridge Drive, as depicted on the map to the right.

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

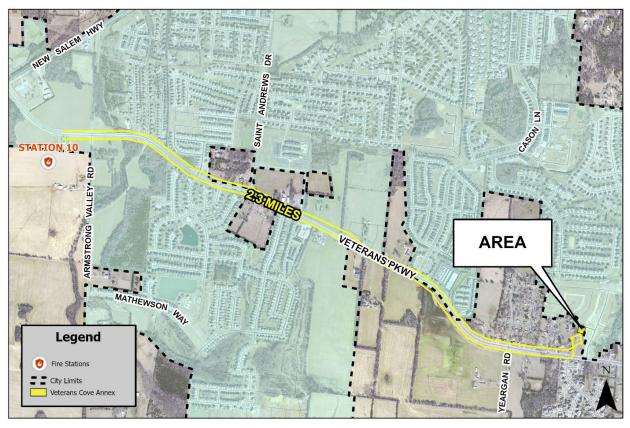
Westridge Drive Annexation Request Map 124 Parcel 25.03



FIRE AND EMERGENCY SERVICE

The study area contains vacant land. Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services and fire protection to the study area immediately upon the effective date of annexation at no additional expense.

Currently the study area is located approximately 2.3 miles from Fire Station #10 located at 2563 Veterans Parkway. The yellow line on the adjacent map represents the linear distance range from the nearest fire station.

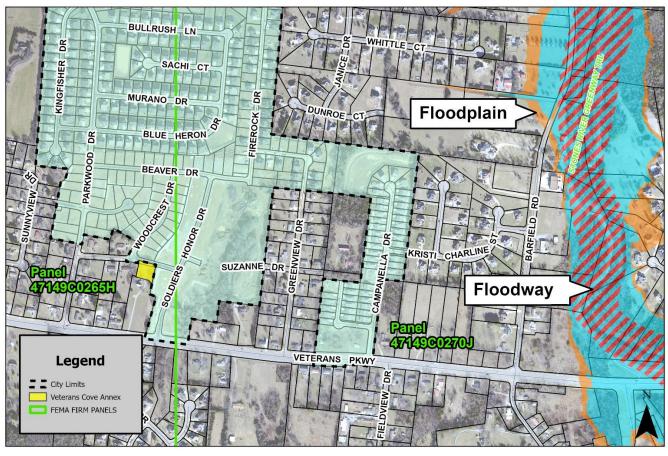




Annexation request for property along
Westridge Drive
0 0.2 0.4 0.8 1.2
Miles

Floodway

The annexation study area is not within the regulatory floodway or 100-year floodplain boundary according to the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows the floodway boundary in pink hatching and the 100-year floodplain boundary in blue.





Annexation request for property along
Westridge Drive
0 0.07 0.15 0.3 0.45

DRAINAGE

Public Drainage System

The drainage systems along and within right-of-way is included in the study area and the study area has access to the roadway drainage systems. Routine operation and maintenance costs for the drainage system integral to the public roadways are included in the public roadway annualized costs. No additional public drainage systems are within the annexation study area.

Regional Drainage Conditions

The study area drains to the right-of-way.

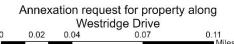
Stormwater Management and Utility Fees

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area.

The annexation study area is currently vacant and will not generate new revenue for the Stormwater Utility Fee. If property develops with 3 residential properties, as proposed, it will generate \$117 annually for the Stormwater Utility Fee.







PROPERTY AND DEVELOPMENT

Any new connections to the roadway must be approved by the City Engineer.

ANNEXATION FOLLOW-UP

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to Public Chapter 1101 passed by the Tennessee Legislature, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

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

5.c. Zoning application [2024-406] for approximately 0.42 acres located along Westridge Drive to be zoned PRD (Veterans Cove PRD) simultaneous with annexation, Alcorn Properties, LLC applicant.

The applicant, Alcorn Properties, LLC, is requesting to zone the subject property to Veterans Cove PRD (Planned Residential District). The property is located along the south side of Westridge Drive and is currently vacant. The site is identified as a portion of Tax Map 124, Parcels 25.01 (0.01 acres) and 25.03 (0.41 acres).

Veterans Cove PRD

Veterans Cove PRD was originally approved in 2019. The PRD proposes 97 attached single-family residential units, consisting of 23 buildings constructed as three, four, or five units per building. Units will be sold via a Horizontal Property Regime. Phase 1 of Veterans Cove is currently undergoing vertical construction, while Phase 2 is in the site preparation stage. This amendment will add one three-unit building to the western edge of Veterans Cove PRD, increasing the unit count from 95 to 97. The two (2) unit increase is due to the one unit (Unit 67) in Phase 2 not being built due to site constraints.

The area being added with this amendment will be called Phase 3 of Veterans Cove and may be built concurrent with Phase 2 of the project. A sidewalk will be added from Soldiers Honor Drive along Westridge Drive and will terminate at the western edge of the 0.41-acre parcel. A type C buffer will be continued from Veterans Cove Phase 1 and continue along the southern and western property lines being included in Phase 3.

This amendment does not change any other elements in the pattern book, and Phase 3 will be subject to the following items included in the pattern book, which are identical to the original development standards for Phases 1 and 2:

Buildings:

- Maximum building height of 35 feet;
- 2-bedroom units, living area 1,600 1,800 square feet;
- 3-bedroom units, living area 2,200 2,500 square feet;
- 2-car garages, garage doors will have windows and exterior colors to complement building facades;

- Covered front porch stoops;
- Covered back porches or option to upgrade to screened porch or sunroom;
- Building materials comprised of brick, stone, and hardie board with vinyl overhangs and soffits; and
- Minimum setbacks will be 25 feet from rights-of-way and 20 feet from property lines.

Open Space and Amenities:

There will be 13.16 acres of open space (57.2%), including the stormwater management areas (1.17 acres) and Type C Buffers along the property borders where it abuts single-family properties. The stormwater management area will include vegetative screening. A portion of the open space will be formal and includes a pavilion, fenced dog park, walking trails, and benches.

Exceptions:

The original pattern book included a request for one exception, which will continue in Phase 3, from the typical Zoning Ordinance bulk standards to allow the front setbacks in front of the garage doors to be 25-feet rather than the required 35-feet. The original request was based on staff's recommendation that the reduced setback allowing the buildings to be placed closer to the street creates a stronger streetscape and at the same time increases the open space area. The 25-feet can still accommodate two parked cars in front of the garage.



Adjacent Land Use and Zoning

The adjacent properties are primarily developed with residential uses and zoned residential. The property to the north is Rivers Edge Subdivision, Section V, which is zoned RS-10 (Single-Family Residential – 10,000 square feet minimum lot size); to the east is Veterans Cove, Phase 1, which is zoned PRD; to the south is a single-family home and zoned RM (Medium Density Residential) in the County; and to the west is a two-family home and zoned RM in the County.

Future Land Use Map:

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan* indicates that "Suburban Residential" is the most appropriate land use character for the project area, as shown on the map below. Suburban Residential (SR) is intended to have a density range from 1.0 to 4.0 dwelling units an acre. The Veterans Cove PRD is inconsistent with the Future Land Use Map designation for the subject property, due to the PRD having a density of 7.14 dwelling units an acre.

The Future Land Use Map also identified Veterans Cove as "Suburban Residential". Staff believes that the "Suburban Residential" shown on the existing portion of the Veterans Cove PRD is an error and should have been coded as Auto-Urban Residential (AUR).

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 continue the AUR type uses, including townhomes, along the frontage of Westridge Drive due to the duplexes developed along said street creating a transition to the single-family residential further to the west and to the north.



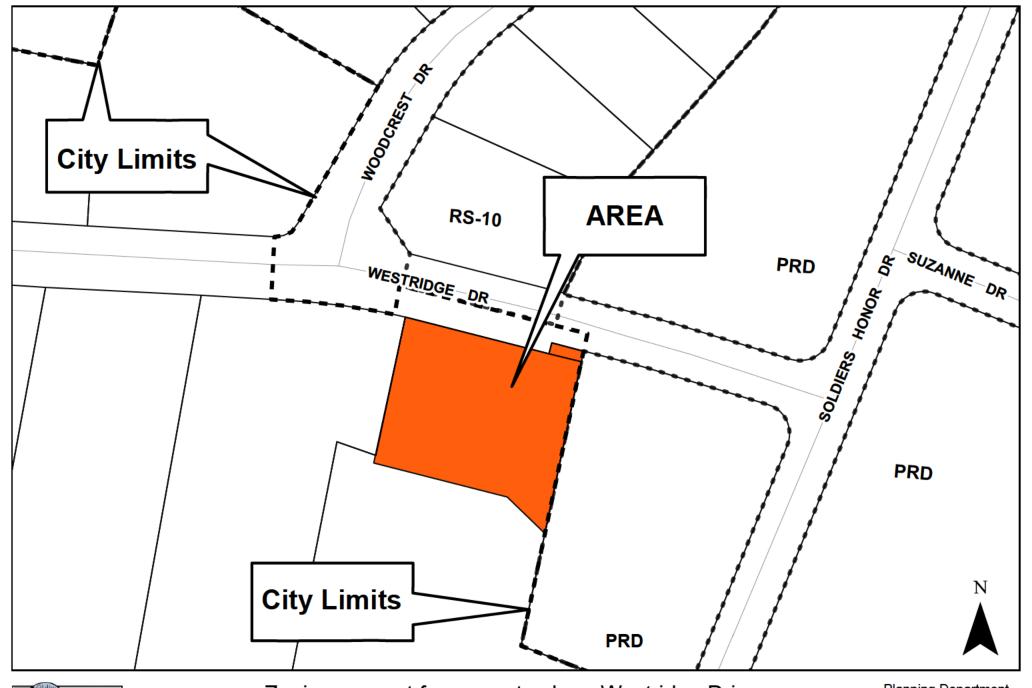
Staff recommendation:

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

- 1) Veterans Cove PRD is an appropriate use of the transition policy, allowing for a transition from the AUR type uses (the existing Veterans Cove PRD) to two-family residential and then single-family residential.
- 2) Veterans Cove PRD zoning is consistent with and of the same quality as Phase 1 and Phase 2 of the Veterans Cove PRD.
- 3) The proposed single-family attached dwellings would be compatible land use with adjacent residential uses.

Action Needed:

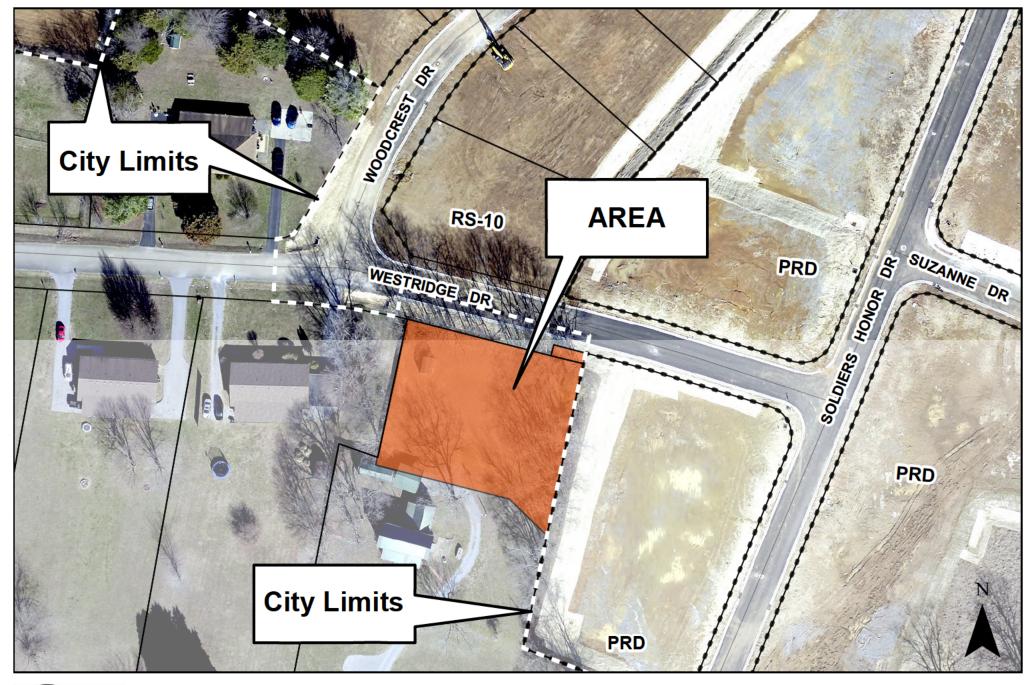
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.





Zoning request for property along Westridge Drive PRD Amendment (Veterans Cove PRD)simultaneous with annexation

0 60 120 240 360 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov





Zoning request for property along Westridge Drive PRD Amendment (Veterans Cove PRD)simultaneous with annexation

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

0 60 120 240 360 US Feet



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

	development	Applications – othe Applications – Plann			\$700.00 \$950.00
Pro	cedure for applicant:				ψ330.00
The	e applicant must submit to applicant must submit to 1. A completed rezoning 2. A plot plan, property rezoning. (Please atta 3. A <u>non-refundable</u> appleassistance or questions,	g application (below). tax map, survey, and/or ch to application.) plication fee (prices listed	a legal description l above).		erty proposed for
To AP	be completed by applican PLICANT: Alcorn Pr	t: operties, LLC (c/o D	avid Alcorn)		
Add	dress: 4613 VETERA	NS PKWY	City/State/Zip:	JURFREE	SBORO, TN 37128
Pho	ne:	E-mail	address:_		
	OPERTY OWNER:	-	erties, LLC (c/o	David Alco	orn)
Stre	perty description:) Veterans Parkway			
and	or Tax map #:124	Group:		Parcel (s): _	25.03 (Partial)
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	PLICANT'S SIGNATURE 5/14/2024	(required):	Ac		Κ
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Am	ount paid:	I.	Receipt #:		

Revised 7/20/2018

VETERANS COVE

REGULATING PATTERN BOOK

REQUEST FOR AMENDMENT OF CURRENT PLANNED RESIDENTIAL DISTRICT ZONING



Veterans Cove P.R.D. is a residential development consisting of 97 single-family attached units on 23.3 acres.

The development hosts an overall density of 4.16 units/acre.

The development will consist of 23 buildings totaling 97 total units. Each unit will be between 1,600-2,500 sf.

All of the homes in the approved P.R.D. will have 2 or 3 bedrooms. All units will have a 2-car garage and space for two vehicles in the driveway.

Each dwelling unit will be for purchase.

The plan also incorporates an amenities program, which includes a pavilion and large usable open space, which will be included in a professionally managed Home Owners' Association (HOA).

DEVELOPER: ALCORN PROPERTIES

4613 VETERANS PKWY MURFREESBORO, TN 37128 (615) 896-0091 ATTN: DAVID ALCORN

ENGINEER:



Initial Submittal August 16, 2019

Resubmitted

September 4, 2019 for the September 18, 2019 Planning Commission Workshop Resubmitted

October 1, 2019 for the October 16, 2019 Planning Commission Workshop

Resubmitted

December 11, 2019 for the December 19, 2019 City Council hearing Amendment Initial Submittal May 16, 2024

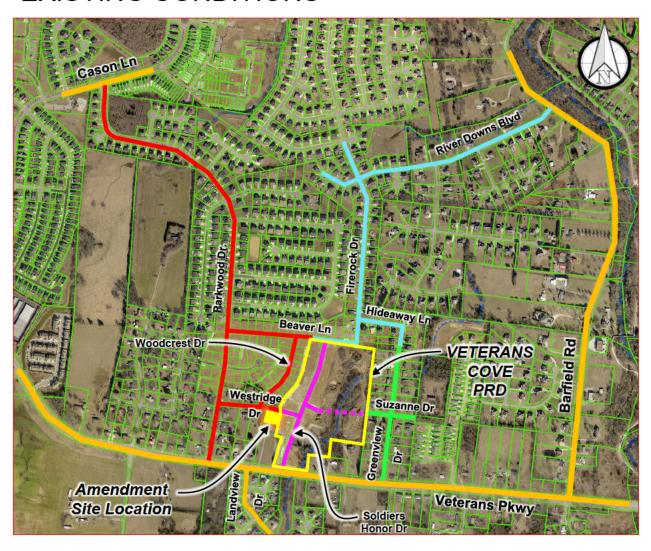
Amendment Resubmitted

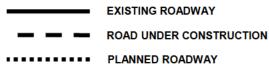
June 5, 2024 for the June 19, 2024 Planning Commission Workshop Amendment Resubmitted
October 4, 2024 for the October 17, 2024
City Council hearing

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EXISTING CONDITIONS





Alcorn Properties, LLC, respectfully requests to amend the current Veterans Cove Planned Residential District (PRD) to incorporate a 0.41-acre parcel facing Westridge Drive adjacent to the Veterans Cove development. The existing Veterans Cove PRD is located along Veterans Parkway at Soldiers Honor Drive in the City of Murfreesboro. The property can be identified on Tax Map 125, as Parcel 25.01 (22.9± ac). The first phase of this development has been constructed including Soldiers Honor Drive and Westridge Drive.

The subject parcel to be incorporated is currently within Rutherford County jurisdiction and must be annexed into the city limits. The property can be identified on Tax Map 125 as a portion of Parcel 25.03 (0.41 ac).

The amended PRD will consist of 23 buildings consisting of 3 to 5 units (97 units total) on 23.3 acres creating a density of 4.16 dwelling units per acre.

Unit Breakdown

Phase 1 – 55 units (Vertical construction underway)

Phase 2 – 40 units (Site construction underway)

*unit 67 - unable to be constructed

Phase 3 - 3 units (PRD Amendment)

Total Units - 97

The development will have 13.16 acres of open space (56.5% of total property).

All units will be for sale and targeted to the 55 years and older demographic. All units will have a minimum of 2 bedrooms and a 2-car front entry garage with windows on the doors.

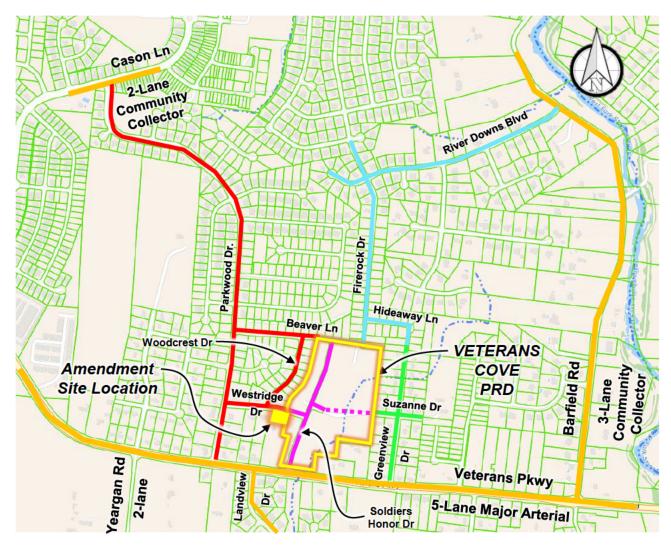
The units will be sold under a under a Horizontal Property Regime (HPR). An HOA will maintain the common areas, which includes building exteriors, a pavilion, stream buffers, and stormwater management features.

All roads within the development shall be public, and road classifications shall be Residential Local and shall meet the requirements set forth in the City of Murfreesboro Street Specifications.

Amenities will include a pavilion, dog park, and paved walking trail through onsite natural areas connecting the amenity area to sidewalks along public roads.



2040 MAJOR THOROUGHFARE PLAN (MTP)

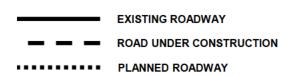


Site Connectivity

The property will have access to the existing public rights-of-way along Veterans Parkway, which is currently a 5-lane major arterial roadway. The project will utilize Veterans Parkway as the primary access point to the development. Veterans Cove will also have a roadway connection at Suzanne Drive on the eastern property, which also routes to Veterans Parkway via Greenview Drive. Suzanne Drive and Greenview Drive are existing county roads.

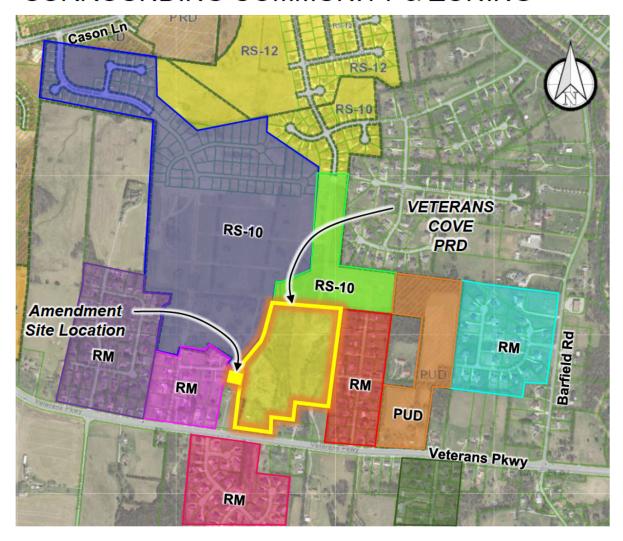
Additional road connections will include,

- Firerock Drive and Beaver Lane to the north, which route to Barfield Road via River Downs Blvd
- Westridge Drive to the west, which routes to Veterans Parkway or Cason Lane via Parkwood Drive. Right-of-way of Westridge Drive between Woodcrest Drive and Soldiers and is partially within Murfreesboro City Limits. Annexation of this 0.41-acre parcel and incorporating it into the Veterans Cove PRD will place this section of Westridge Drive completely within Murfreesboro City Limits.
- Barfield Road is scheduled to be widened to a 3-lane per the 2040 Major Thoroughfare Plan.





SURROUNDING COMMUNITY & ZONING



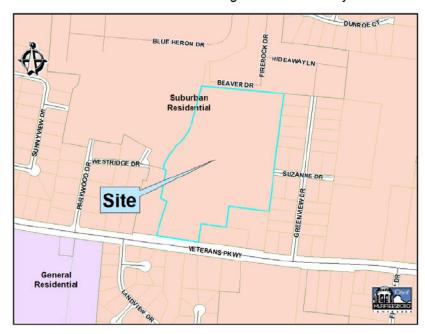
Surrounding Community:

Veterans Cove is situated in the midst of multiple residential properties and subdivisions:

- Southwood Estates is an existing county subdivision located to the east and consists of 1-story detached brick homes with driveways and carports.
- Parkwood Estates is an existing county subdivision located to the west and consists of 1-story detached brick homes with driveways and carports.
- Valley View subdivision is located on the south side of Veterans Parkway across from Veterans Cove and consists
 of 2-story detached brick homes with driveways and side entry garages.
- Section 5 of Rivers Edge is located to the west and consists of single-family detached homes with front-entry garages. Facades will consist of brick and vinyl siding.
- Section 2 of River Downs Annex is located to the north and consists of single-family detached homes with frontentry garages. Facades will consist of brick and vinyl siding.
- Hayden Cove is a PUD consisting of 45 6,000 SF single-family detached residential lots and a 2.28 acre commercial lot, which fronts Veterans Parkway. Approved architecture will consist 1- or 2-story homes with front entry garages. Facades will consist of a variety of masonry products.

Zoning:

Veterans Cove is currently zoned PRD. Properties to the north that are within the city limits are zoned RS-10 or RS-12. Other surrounding properties are located in in the county and zoned Medium Density Residential (RM). Hayden Cove is a Planned Unit District consisting of 45 6,000 SF residential lots and a commercial lot fronting Veterans Parkway.



2035 Future Land Use Map

Amending this PRD for townhomes is consistent with future land use development for this area.

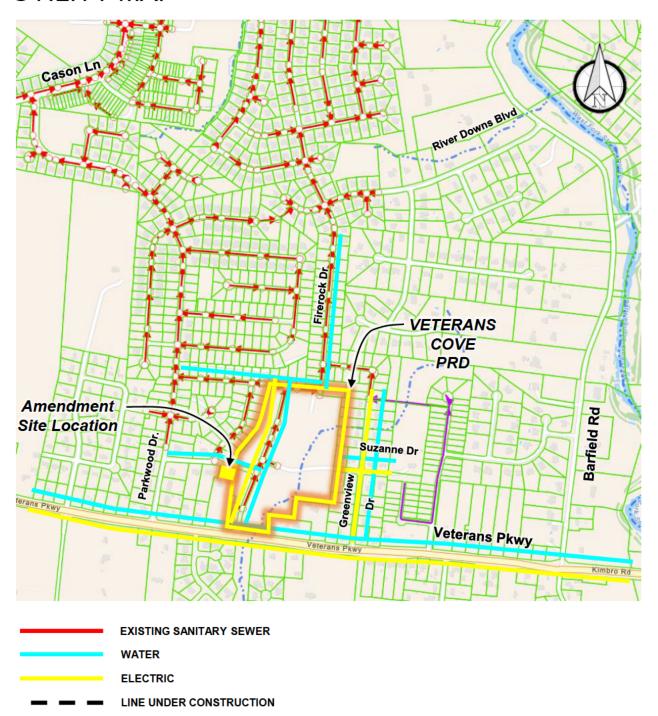




Barfield Meadows

Parkwood Estates

UTILITY MAP





Sanitary sewer service will be provided via a new gravity main to the sewer mains at Beaver Drive and Firerock Drive in the River Downs Annex, Sec. 2 subdivision. Sewer drains to a pump station in Barfield Downs at Audubon Lane and Barfield Road. The pump station has the capacity to handle the additional flow from Veterans Cove at current conditions including full build-out of the Rivers Edge, River Downs Annex, Sec. 2, and Hayden Cove developments. Minor upgrades to the pumps may be necessary dependent on revisions to the design daily flow currently under review at MWRD.



Water service will be provided by Consolidated Utility District of Rutherford County. There is an existing 30 inch water line along the north side Veterans Parkway for water and fire service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service. CUD may also require that the water main connect to the existing main at Suzanne Drive and the 8" water main at Firerock Drive.



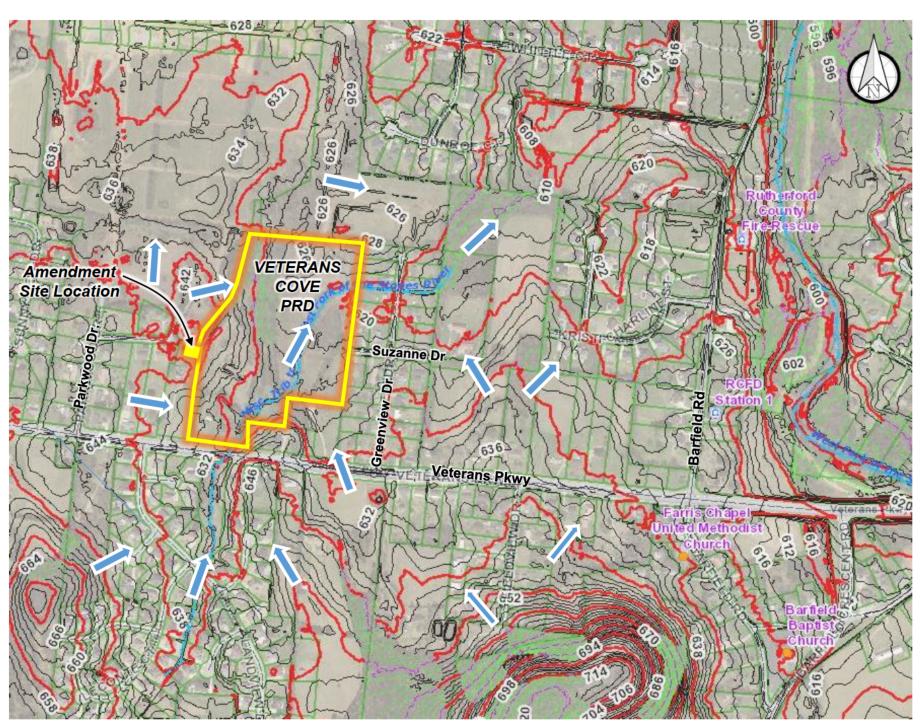
Electric service will be provided by Middle Tennessee Electric. Electric service will tie into existing overhead lines located south side of Veterans Parkway. The developer will be responsible for extending the electric lines into the site, and all onsite electric will be underground. Electric service for the amendment parcel will routed from underground conduits along Soldiers Honor Drive



TYP. BUILDING LAYOUT
WITH CUD AND MTE CLEAR SPACES



TOPOGRAPHY AND DRAINAGE



The existing topography shows that the site drains generally from the perimeter of the property to the center and from southwest to northeast towards a single outfall, a drainage ditch that runs east to west through Southwood Estates.

The site receives a significant amount of offsite runoff from areas south of Veterans Parkway. A hydrologic determination study found that the existing conveyance channel that crosses the site is a small stream that changes to a wet weather conveyance (WWC) on the downstream end. The WWC continues through Southwood Estates then northeast ultimately discharging into the West Fork Stones River.

The existing onsite stream will be protected with by a 50-foot Water Quality Protection Area per City of Murfreesboro regulations.

This property is not located within FEMA floodway or floodplain areas.

MAJOR CONTOUR

MINOR CONTOUR

MAJOR CONTOUR - OBSCURED

MINOR CONTOUR - OBSCURED

FLOW ARROW



SITE PHOTOS



PHOTO 1: SUZANNE DRIVE LOOKING WEST



PHOTO 3: GREENVIEW DRIVE LOOKING SOUTH



PHOTO 2: SUZANNE DRIVE LOOKING EAST



PHOTO 4: GREENVIEW DRIVE LOOKING NORTH





PHOTO 5: RIVER DOWNS ANNEX CONNECTION LOOKING SOUTH



SITE PHOTOS



PHOTO 1: GREENVIEW DRIVE @ VETERANS PARKWAY LOOKING WEST

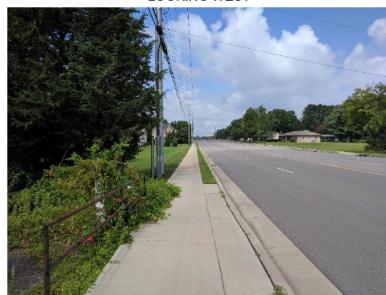


PHOTO 3: VETERANS PARKWAY CONNECTION LOOKING WEST



PHOTO 2: GREENVIEW DRIVE @ VETERANS PARKWAY LOOKING EAST



PHOTO 4: VETERANS PARKWAY CONNECTION LOOKING EAST





PHOTO 5: VETERANS PARKWAY CONNECTION LOOKING NORTH



SITE PHOTOS



PHOTO 1: WESTRIDGE DRIVE @ SOLDIERS HONOR DR LOOKING WEST



PHOTO 3: WESTRIDGE DRIVE @ WOODCREST DR LOOKING WEST



PHOTO 2: SOLDIERS HONOR DR @ SUZANNE DR LOOKING EAST



PHOTO 4: WESTRIDGE DRIVE @ WOODCREST DR LOOKING EAST





PHOTO 5: WESTRIDGE DRIVE @ WOODCREST DR LOOKING NORTH





Land Use Data:

Total Land Area: 22.8± Acres

Total Number of Units: 94 (Unit 67 - Unable to be constructed)
Gross Density: 4.16 D.U./Acre

Total Impervious Area

Outside R.O.W.: 6.98± Acres (30.6%)
R.O.W. Dedication: 2.67± Acres (11.7%)
Total Open Space: 13.16± Acres (57.7%)
Usable Open Space: 11.99± Acres (52.6%)
Stormwater Detention: 1.17± Acres (5.1%)

Building Type: 3 to 5 units per building

Total No. of Buildings: 22

Building Height: 24± ft (max. 35 ft)
Unit Heated Living Area: 1600-2500 s.f.

All units will be 2 or 3-bedrooms with 2 baths.

of 2-BR Units: 60 # of 3-BR Units: 35

All buildings will be a mixture of brick/stone and hardie board with vinyl overhangs and soffits.

Typical Unit Size: 36 ft X 70 ft

Min. Setbacks: 25 ft front from back of sidewalk/ROW

20 ft side and rear

Side and Rear setbacks listed here shall only apply to lot lines along the exterior of the overall development. A 5' minimum setback shall apply to all side and rear lot lines interior to the development.

Parking

95 Units * 4 Parking Spaces Per Unit = 380 Spaces
Guest Parking = 27 Spaces
Parking Provided = 407 Spaces
Parking Required (1.1 Sp / BR) = 248 Spaces

Landscaping

12 ft Type C Buffer to be located along all property borders abutting residential properties

15 ft Landscape Buffer at locations shown.

Vegetative screening to be provided around proposed stormwater detention ponds.

STREAM

STREAM BUFFER BOUNDARY

PROPERTY BOUNDARY

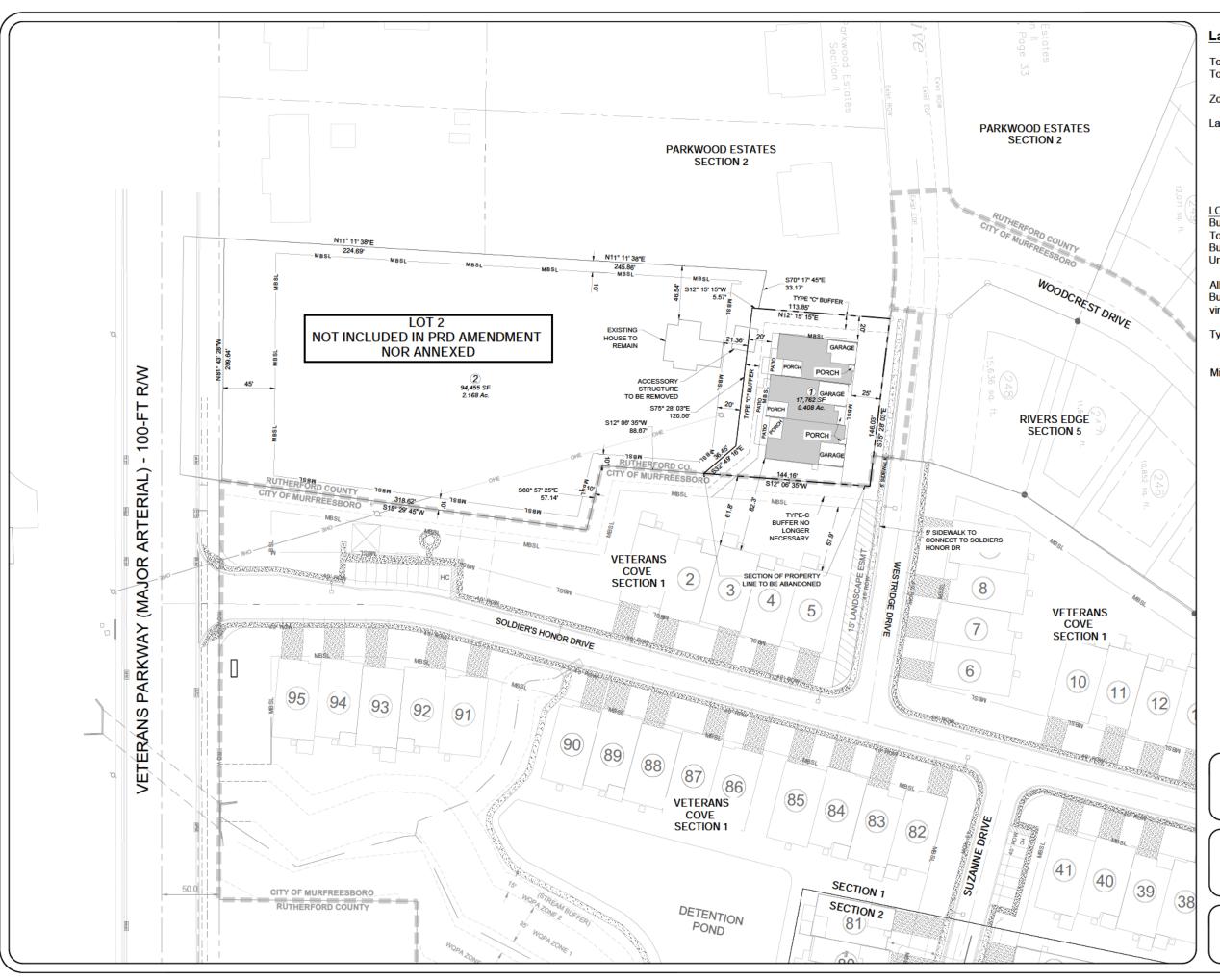




VETERANS COVE P.R.D.
CONCEPT PLAN
VETERANS PKWY, MURFREESBORO, TN

PREPARED FOR:
ALCORN PROPERTIES, LLC
4613 VETERANS PKWY
MURFREESBORO, TN 37128
(615) 896-0091





Land Use Data:

Total Land Area: 0.41± Acres

Total Number of Lots:

Zoning: PRD

Land Use Character:

Lot 1 - AUR (Auto-Urban Residential)

Supports Townhomes

Shown hereon to be combined into Veterans Cove PRD

Lots 2 - SR (Suburban Residential)

Supports 10,000 SF Single-Family Lots
Lot 2 not included in PRD rezoning or annexation

LOT 1

Building Type: Triplex (3 units per building)

Total No. of Buildings: 1

Building Height: 24± Ft (max. 35 ft)

Unit Area: 1600-2300 s.f.

All units will be 2 or 3-bedrooms with 2 baths. Building shall be a mixture of brick/stone and hardie board with vinyl overhangs and soffits.

Typical Unit Size: 36 ft X 70 ft

Min. Setbacks: 25 ft front from back of sidewalk/ROW

20 ft side and rear

Side and Rear setbacks listed here shall only apply to lot lines along the exterior of the overall development. A 5' minimum setback shall apply to all side and rear lot lines interior to the development.



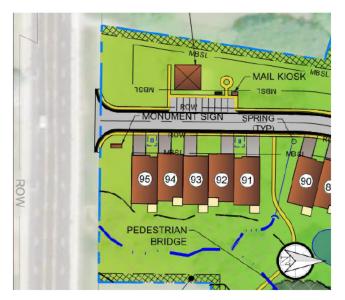


CONCEPT PLAN
VETERANS COVE P.R.D. AMENDMENT
1310 VETERANS PKWY, MURFREESBORO, TN

PREPARED FOR:
ALCORN PROPERTIES , LLC
4613 VETERANS PKWY
MURFREESBORO, TN 37128
(615) 896-0091



RIGHT-OF-WAY CONNECTIONS



VETERANS PARKWAY CONNECTION TO THE SOUTH



BEAVER DRIVE CONNECTION
TO THE NORTH



SUZANNE DRIVE CONNECTION TO THE EAST

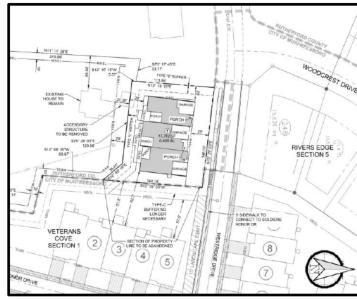


FIREROCK DRIVE CONNECTION TO THE NORTH

- Veterans Parkway has been improved to a 5-lane major arterial per the City of Murfreesboro's 2040 Major Thoroughfare Plan (MTP). Therefore, Veterans Parkway will be the primary connection for entering or exiting the development.
- Additional connections to be made as part of this development will include to Suzanne Drive to the west and Firerock Drive and Beaver Lane to the north. A stub for Westridge drive will be extended to the western property line.
- All streets within Veterans Cove will be public 40-foot ROW with a "Local" street classification and will comply with standards set forth in the City of Murfreesboro Street Specifications.
- 15-foot landscape buffers are to be at locations specified on the proposed concept plan on page 11.
- No additional road construction will be required for the amendment parcel since it will front Westridge Drive.



WESTRIDGE DRIVE STUBOUT TO THE WEST



PRD AMENDMENT AREA TO FRONT WESTRIDGE DRIVE

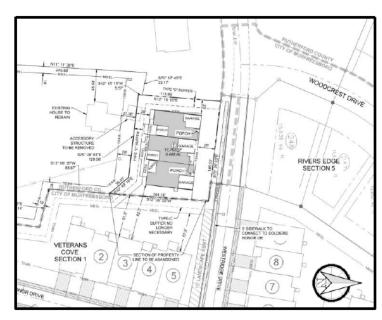


PROPOSED PHASING PLAN

P.R.D. CONCEPT



- Each phase will include an amenity space with the primary amenity space going in with Phase 1
- Phase 1 will maintain two points of ingress/egress: Veterans Pkwy and Beaver Lane
- This phasing plan will reduce the amount of traffic that will flow through Southwood Estates during the first phase of development



 The construction of the additional building proposed in this amendment request may be constructed concurrently with Phase 2 of Veterans Cove or in its own phase.



BUILDING STANDARDS

- 97 single-family attached units
- Maximum building height shall be 35'
- Minimum unit size: 1.600 sf
- All units shall have 2 or 3 bedrooms (60/35 ratio)
- All units shall have a front-loaded, 2-car garage
- All units shall have a concrete driveway wide enough to fit 2 cars side-by-side, a minimum width of 16 feet.
- All garages shall be, at minimum, set back 25 feet from public ROW. Buildings adjacent to Veterans Parkway ROW will be set back a minimum of 45 feet.
- Where proposed buildings will be situated perpendicular to the fronts of neighboring lots or units, a 15' landscape buffer shall be placed along the proposed ROW.
- All streets will be public rights-of-way to be design to the City of Murfreesboro's Street Specifications.
- Sidewalks will be provided throughout the development on both sides of the street.
- Solid Waste will be provided by the City of Murfreesboro.
- All onsite utilities will be underground.
- Prior to construction plan review, a comprehensive design of the stormwater management system facilities will be completed including a review of the adequacy of the downstream drainage ditch and box culvert under Greenview Drive.
- Street lights will be standard MTE poles and lights, where required.
- A monument sign located at the primary entrance off of Veterans Parkway will consist of masonry materials and surrounded by landscaping and uplighting.
- Mail delivery will follow current USPS regulations incorporating a centralized mail kiosk with nearby parking.
- House numbering will meet city numbering regulations and fire codes.
- The common open spaces will be maintained by an H.O.A.
- All homeowners will be required to be a member of the H.O.A.
- The development is planned to constructed in two phases.
- Construction is anticipated to begin within 90-120 days after rezoning completed.



MAIL KIOSK EXAMPLE



MONUMENT ENTRANCE SIGN EXAMPLE



STREET LIGHT EXAMPLE



BUILDING STANDARDS

ARCHITECTURAL DESIGN CHARACTERISTICS

- Buildings to consist of 3 to 5 units
- Total 2-BR units: 60 (Heated Living Area: 1,600-1,800 SF)
 Total 3-BR units: 35 (Heated Living Area: 2,200-2,500 SF)
- Building Heights shall not exceed 35 feet
- All units will consist 1- and 2-story homes, with at least 2
- All units shall have a front-loaded, 2-car garage
- Garage doors shall have windows and colors that complement building facades.
- All homes will have a covered front stoop or porch
- All homes will have a covered back porch with the option to upgrade to a screened-in porch or sunroom.
- Primary building materials shall not be bright or vibrant colors

ELEVATION MATERIALS

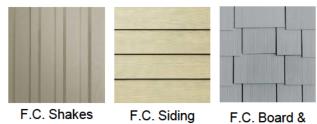
 Building elevations shall consist of a mixture of brick, stone or fiber cement (F.C.) siding, which will be permitted on all sides. Fiber cement siding will be the principal exterior building material.

Batton

- Vinyl will be used in the trim and soffit areas.
- Roofs will be shingles.

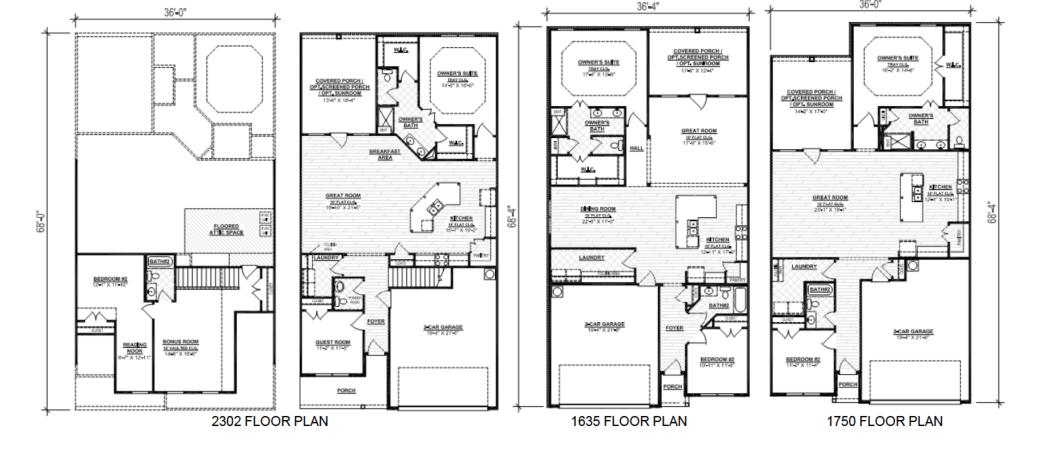
MATERIAL EXAMPLES

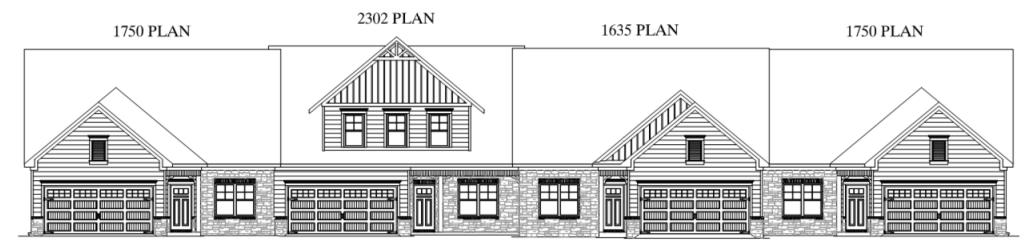
(Different colors and patterns to be allowed)





Stone Veneer Brick

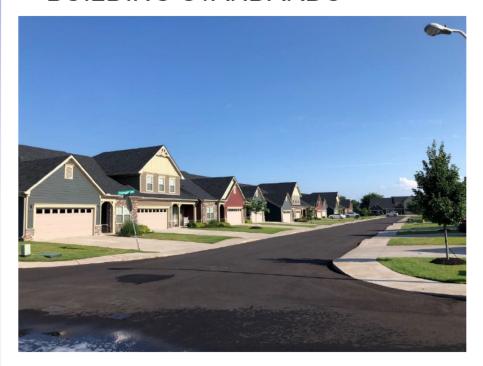




EXAMPLE QUADPLEX FRONT ELEVATION ELEVATIONS AND FLOOR PLANS MAY VARY ACROSS DEVELOPMENT



BUILDING STANDARDS







EXAMPLE OF SIMILAR ARCHITECTURE IN NEARBY DEVELOPMENT QUADPLEX UNIT IN BELLE HAVEN COVE LOCATED OFF ST. ANDREWS DRIVE









AMENITIES









PAVILION EXAMPLE

EXAMPLE OF DOG PARK

EXAMPLE OF WALKING TRAIL

AMENITIES

Onsite amenities will include a pavilion and U.S. Military Memorial near guest parking, which will provide a passive recreation and sitting area and community gathering space. All sitting areas shall comply with the City of Murfreesboro Zoning Ordinance. The pavilion will be located near a paved walking trail head, which will weave through the site's existing natural areas and connect to an onsite dog park. The dog park will include weather resistant benches for pet owners and be enclosed by a 4-foot vinyl-coated chain-link fence.

A paved walking trail will provide a route across the existing stream and through natural areas to remain undisturbed as part of the development. Walking trail will be ADA accessible and connect to sidewalks along public ROW.

Amenity areas will be maintained by the HOA.

OPEN SPACE

Veterans Cove will provide a total of 13.16 acres (57.2 %) of common open area of which 11.99 acres will be usable open space and 1.17 acres will be devoted to stormwater detention. Thus, Veterans Cove will exceed the minimum open space requirement for the residential areas.

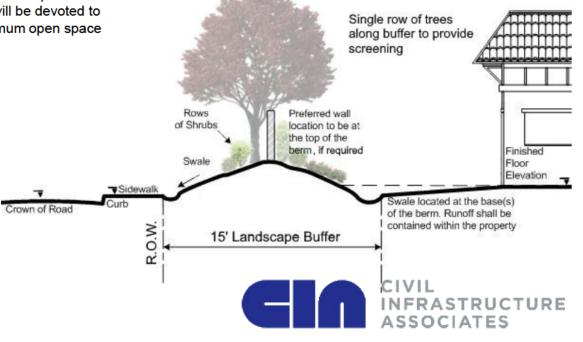
LANDSCAPING

Veterans Cove will include plentiful landscaping to provide an aesthetically pleasing development for future residents and existing neighbors. A 12' Type 'C' Buffer will be located along the property perimeter. 15' landscape buffers will be located in select areas to provide screening of adjacent buildings. A typical cross section of the 15' landscape buffer is shown to the right.

The developer intends to maintain existing mature vegetative growth along the perimeter of the property. Where mature growth must be removed or does not currently exist, the developer intends to supplement gaps in the tree line with new vegetation. Landscaping will be provided around proposed amenity areas to benefit neighboring properties



EXAMPLE OF FLAG POLE MEMORIAL



ZONING ORDINANCE SECTION 13 (D) (2) (a)

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

Response: Maps providing this info is on Pages 3 & 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 7 that shows the existing contours and drainage patterns, along with an aerial photograph of the area on Page 3. No portion of the property is subject to floodplains or floodways. However, a hydrologic determination found a stream onsite.

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: An aerial photograph is provided on Page 3 showing the location of existing structures on the subject property and the surrounding properties. Page 7 provides the zoning of those same properties.

- 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: Concept plans of the original PRD request and amendment request are provided on
 - page 11 and 12, respectively. Right-of-Way connections on page 13. Pages 15-17 list building standards and exhibits.
- 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 maximum number of dwelling units with two (2) bedrooms or more are listed on Page 14.

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).

Response: See table below

TOTAL SITE AREA	1,011,375 sf	TOTAL LIVABLE SPACE	531,146 sf
TOTAL MAXIMUM FLOOR AREA	197,150 sf	TOTAL OPEN SPACE	877,298 sf
TOTAL LOT AREA	1,011,375 sf		
TOTAL BUILDING COVERAGE	233,476 sf	FLOOR AREA RATIO (F.A.R.)	0.19
TOTAL DRIVE/ PARKING AREA	58,500 sf	LIVABILITY SPACE RATIO (L.S.R.)	0.52
TOTAL RIGHT-OF-WAY	116,305 sf	OPEN SPACE RATIO (O.S.R.)	0.77

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 PRD. The nature of the surrounding community consists largely of residential properties. The 2035 Comprehensive Plan states that this area should exhibit a suburban residential character. The plan outlined in this booklet matches the character of the existing surrounding community.

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 the approximate date when construction of the project can be expected to begin

Response: The project is planned to be developed in two phases. The amended area may be constructed concurrently with Phase 2 or in a 3rd phase of work.

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

Response: This requirement has been addressed on Pages 15-16.

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: The rear and side setbacks listed below shall only apply to lot lines along the exterior of the overall development. A 5' minimum setback shall apply to all side and rear lot lines interior to the development.

SETBACKS	RS-A - TYPE 2	PRD	Difference
Front	35	25	-10
Side	5	20*	+15
Rear	20	20*	0

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). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0270j Effective Date 05/09/2023.

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

Response: Page 4 discusses the Major Thoroughfare Plan. Veterans Parkway has been improved to a 5-lane roadway width according to the Murfreesboro 2040 Major Thoroughfare Plan.

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

Response: The primary representative is Nathan Melson of Civil Infrastructure Associates. Developer/applicant is Alcorn Properties, 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.

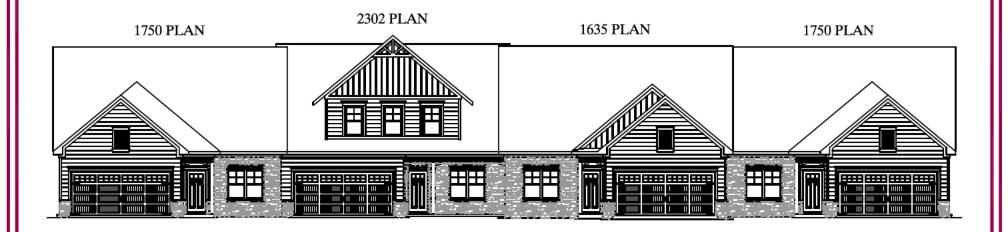
Response: Pages 15-17 show the architectural character of the proposed residential buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

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.

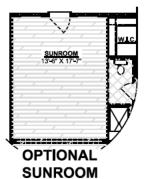
Response: Examples of entrance signage and a description are located on Page 15.



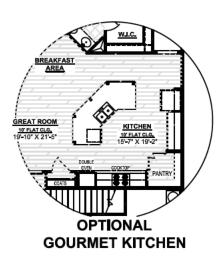
Belle Haven Cove

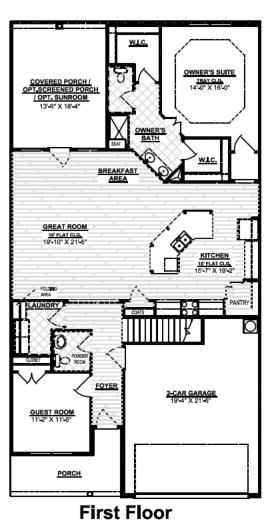


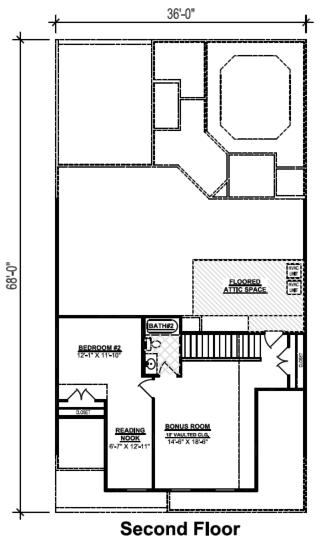




2302 Plan



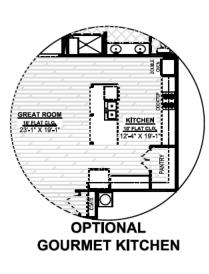


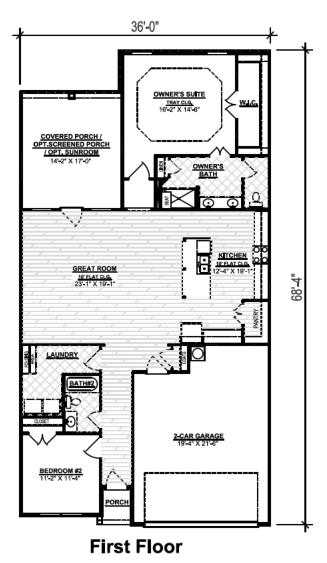


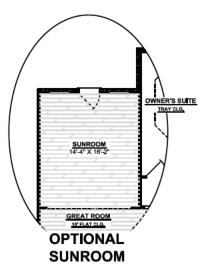




1635 Plan



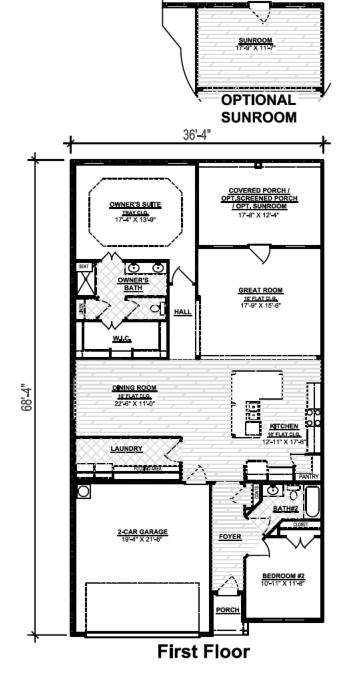


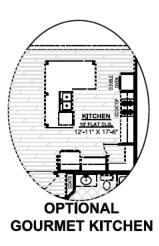




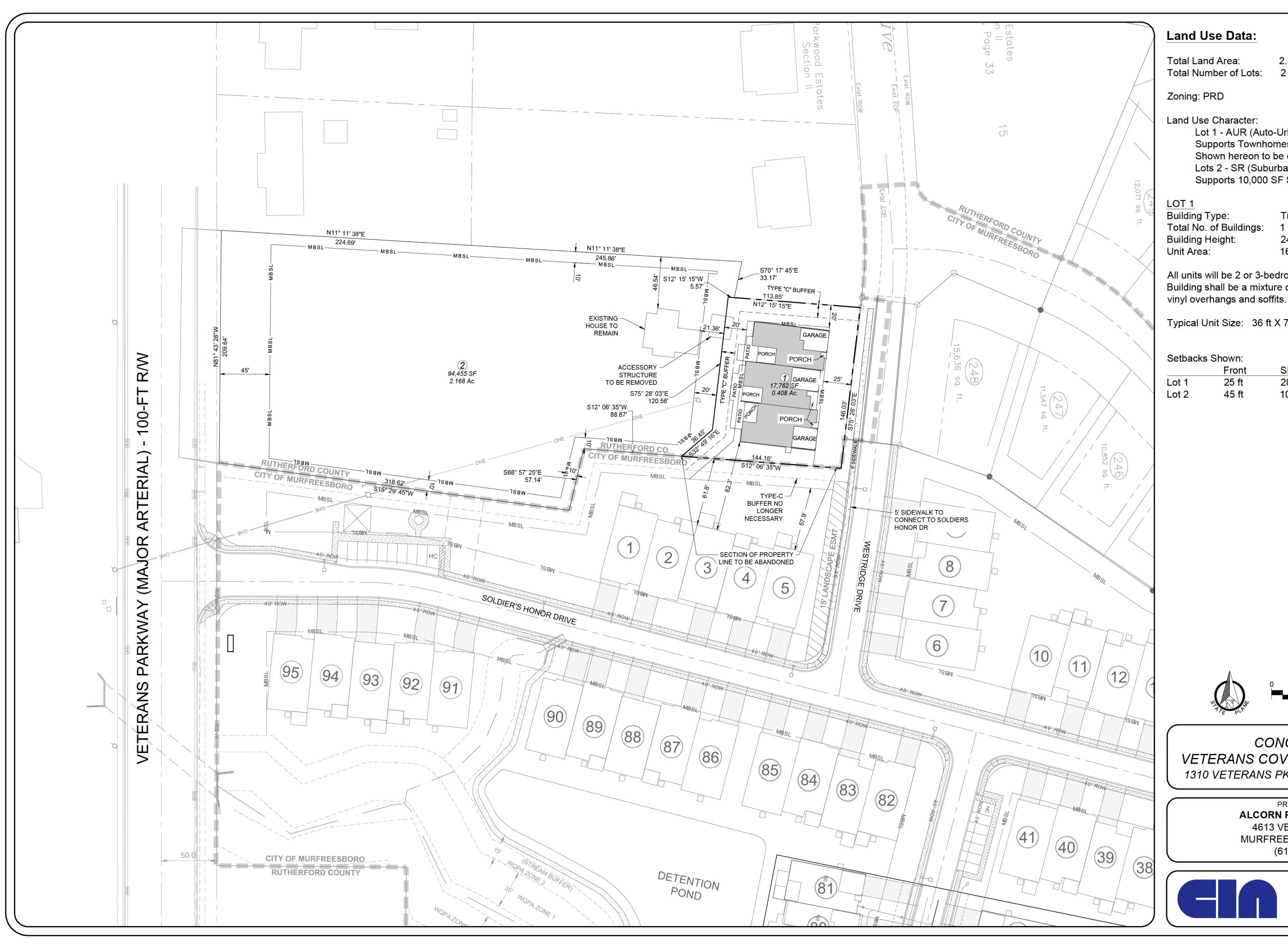


1750 Plan









Land Use Data:

Total Land Area: 2.58± Acres

Total Number of Lots:

Zoning: PRD

Land Use Character:

Lot 1 - AUR (Auto-Urban Residential)

Supports Townhomes

Shown hereon to be combined into Veterans Cove PRD

Lots 2 - SR (Suburban Residential) Supports 10,000 SF Single-Family Lots

LOT 1

Building Type: Total No. of Buildings:

Triplex (3 units per building)

Building Height:

24± Ft (max. 35 ft) 1600-2300 s.f.

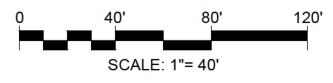
All units will be 2 or 3-bedrooms with 2 baths. Building shall be a mixture of brick/stone and hardie board with

Typical Unit Size: 36 ft X 70 ft

Setbacks Shown:

	Front	Side	Rear	
Lot 1	25 ft	20 ft	20 ft	
Lot 2	45 ft	10 ft	20 ft	





CONCEPT PLAN VETERANS COVE P.R.D. AMENDMENT 1310 VETERANS PKWY, MURFREESBORO, TN

> PREPARED FOR: **ALCORN PROPERTIES, LLC**

4613 VETERANS PKWY MURFREESBORO, TN 37128 (615) 896-0091



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

Shawn Wright

Nay: None

Zoning application [2024-406] for approximately 0.42 acres located along Westridge

Drive to be zoned PRD (Veterans Cove PRD) simultaneous with annexation, 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.

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, Mr. Bryan Prince moved to approve the zoning

application subject to all staff comments; the motion was seconded by Mr. Tristan Carroll

and carried by the following vote:

Kathy Jones Aye:

Ken Halliburton

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Nav:

None

Not Present: Mr. Shawn Wright

4

ORDINANCE 24-OZ-33 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 0.42 acres along Westridge Drive as Planned Residential Development (PRD) District (Veterans Cove PRD) simultaneous with annexation; Alcorn Properties, LLC, applicant [2024-406].

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

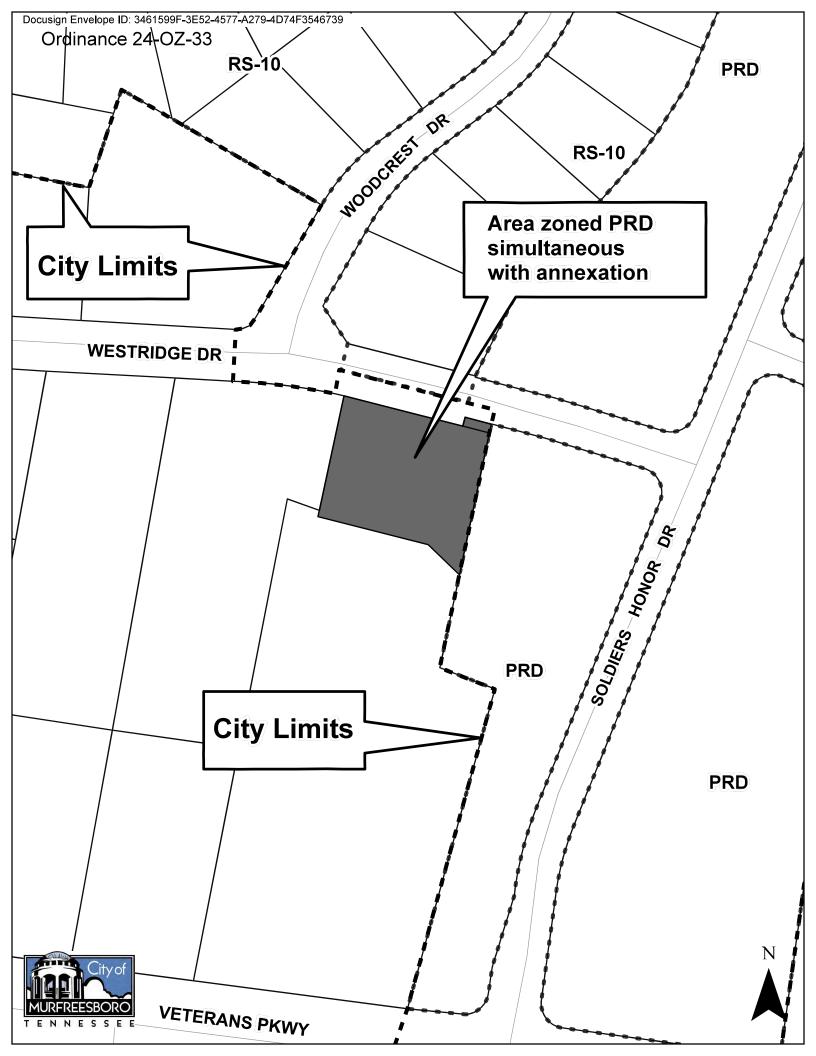
<u>SECTION 1</u>. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in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

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved 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:			
	Shane McFarland, Mayor		
1 st reading			
2 nd reading			
ATTEST:	APPROVED AS TO FORM:		
	Signed by:		
	Signed by: Adam 7 Tucker 438203555159401		
Erin Tucker	Adam F. Tucker		
City Recorder	City Attorney		

SEAL



COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Amending the "Food Truck Ordinance"

[First Reading]

Department: Planning

Presented by: Joel Aguilera, Planner

Requested Council Action:

Ordinance
Resolution
Motion
Direction
Information

Summary

Ordinance amending the "Food Truck Ordinance" regarding Sections 13-21 Definitions, 13-22 Location and Hours of Operation, 13-23 Operating Requirements, 13-24 Mobile Food Service Permits, and 13-25 Food Truck Rallies.

Staff Recommendation

Enact the ordinance amendment on first reading.

The Planning Commission recommended approval of this ordinance amendment during its June 19th, 2024 meeting.

Background Information

The proposed amendment aims at making the mobile food service vehicle permitting process more efficient and transparent, and to improve community understanding of the food truck ordinance. The proposed ordinance amendment came out of collaborating with various internal and external stakeholders including Murfreesboro Building and Codes Department, Fire and Rescue Department, Legal Department, Parks and Recreation Department, Murfreesboro Water Resources Department, and Rutherford County Health Department.

City Staff hosted a public outreach meeting in the City Council Chambers on May 6, 2024, to present the ordinance amendment to a group of community stakeholders and received positive feedback on the proposed amendments.

Having received positive feedback from public stakeholders, the Planning Department then presented an ordinance amendment [2024-802] to Planning Commission, on June 19th, 2024. At that meeting, the Planning Commission reviewed this ordinance amendment and voted to recommend its approval to the City Council.

Council Priorities Served

Improve Economic Development

This ordinance amendment helps vendors start or expand their small businesses within the City of Murfreesboro, by improving the transparency and efficiency of the mobile food service review process.

Maintain Public Safety

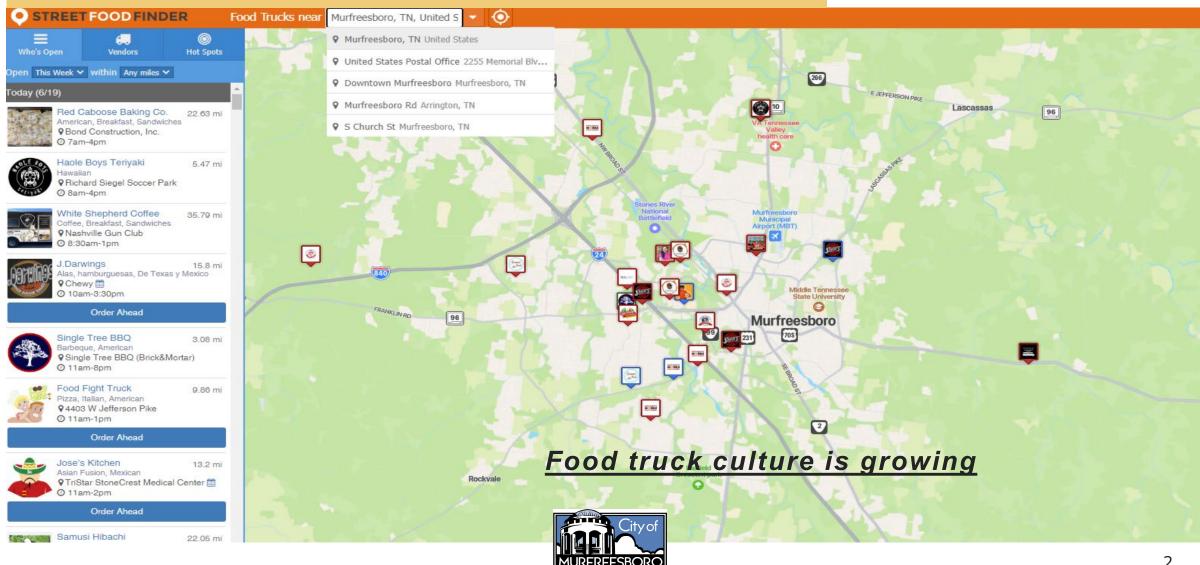
This ordinance amendment establishes clear regulations for vendors, to help ensure vendors are compliant with City standards, and are not negatively impacting any public or private facilities or adjacent businesses.

Attachments:

- 1. Ordinance 24-0-32
- 2. Planning Department PowerPoint presentation



What promoted this effort?



What promoted this effort?

Challenges with permitting and process

- Vendors putting up tables, chairs, and additional structures for customers.
- Vendors setting up on unimproved parcels.
- Vendors setting up operations to be permeant rather than mobile.
- Language barrier
- Communication between different departments and staff on required documentation and approvals.



Overview of current process

Permit requirements:

- Vendor obtains approval from MFRD and RC Health
 Department and then compiles all the necessary
 documentation and approvals to bring to the City.
- Planning Department reviews documentation, and if all documents have been accounted for, Planning approves.
- Vendor then takes documents to Building and Codes for final review and approval, and payment of permit.





City of Murfreesboro Required Documents Checklist

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

The list below is for reference only.

Additional documents or information may be required by the City of Murfreesboro

Suggested order of items:

Step 1: Fill out application

Obtain Tennessee business licenses (by city or home-based county)

Make copies of Driver's Licenses and vehicle registration

Print out color photos of the vehicle (inside, front, both sides, and back)

Obtain copy of automobile insurance

Step 2: Obtain a TN Department of Health Inspection Report (this can be done at any TN Department of Health location)

Step 3: Obtain a Fire Safety Inspection (this must be done by the Murfreesboro Fire Marshal's Office). Fire Safety inspections are done by appointment only.

- Phone Number: 615-849-2605
- Business Hours: M-F. 8 am 4:30 pm

Step 4: Consult with Planning Department about Food Truck Ordinance and obtain signature on Application form.

- Phone Number: 615-893-6441
- Business Hours: M-F, 8am 4:30 pm
- Address: 111 W Vine Street, Second Floor

Step 5: Take all above items to the Building and Codes Department, with a \$50 application fee, and they will process your application.

Phone Number: 615-893-3750
 Business Hours: M-F, 8am – 4:30 pm
 Address: 111 W Vine Street, Second Floor

Checklist:

☐ Obtain Tennessee business licenses (by city or home-based county) ☐ Make copies of Driver's Licenses and vehicle registration ☐ Print out color photos of the vehicle (inside, front, both sides, and back)
Drint out color photos of the vehicle (incide front both sides and back)
Trint out color photos of the vehicle (inside, front, both sides, and back)
☐ Obtain copy of automobile insurance
☐ Obtain a TN Department of Health Inspection Report
□ Obtain a Fire Safety Inspection
☐ Consult with Planning Department about Food Truck Ordinance and obtain signature on Application form.
\square Take all above items to the Building and Codes Department, with a \$50 application fee, and they will process your application.

Research and review process

Meeting between city and county

- Meeting held between: Planning, Building and Codes, Fire and Rescue, Parks and Recreation, and Rutherford County Health Department to discuss role and responsibilities. October 2023 and again in December 2023.
- Discussion on what departments review in permit process and what further input could be provided.



Research and review process

Research of other cities

- Planning researched other cities to review their permitting process.
- Memphis, Knoxville, Nashville, Chattanooga, Brentwood, Durham NC, Raleigh NC, and Chapel Hill NC.
- Found important information on permitting and fees, educational material, and enforcement.

So you want to start a food truck business...

Here are the four steps to become a mobile entrepreneur and a foodie extraordinaire:



Before you submit your application to the City of Knoxville, you need to have permits in hand from any Tennessee county health department and KUB. Here are links to the Knox County Health Department and KUB

Knox County Health Department Mobile Food Unit Guidance PDF

Next, complete the City application which can be found on the "mobile food" webpage listed here:

submit your application or contact us if you have questions.

Whew! Gathering the documentation was the

Not sure you have everything? The City permit application - at knoxvilletn.gov/mobilefood





applications:

KUB Grease Control Permit Application

knoxvilletn.gov/mobilefoo



hard part. It's downhill from here.

- includes a checklist. Once you have all your documentation, put it into a PDF and send it to the Business Tax office at the email HERE.

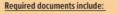




Close the deal.

Once the inspection of your food truck is scheduled, the City permits office will contact you for payment of the initial \$200 fee (\$50 annual renewals). When your truck passes inspection, you will receive your permit and be added to the list of food trucks on the City's





- A Tennessee county Health Department permit KUB Grease Control Program permit numbe
- Business license
- · Driver's licenses for all drivers
- · Food truck details, such as the vehicle registration number
- A copy of your menu
- · Proof of commercial and auto insurance

Don't worry, we can help if you have ques

FoodTruckPermit@KnoxvilleTN.Gov

(865)-215-2083





Be your own boss and start making amazing meals, memories and money.





Overview of proposed updates



Goals of proposed changes

Goal 1: Improve efficiency and transparency of permitting process.

Goal 2: Improve community understanding of Murfreesboro Mobile Food Service Vehicle Ordinance.

Although this is not a comprehensive update, it is meant to address current opportunities.



Overview of proposed changes

Proposed changes to ordinance:

- Revising "food truck" to be Mobile Food Service Vehicle (MFSV) in ordinance
- Revisions to Section 13-21 Definitions
- Revisions to Section 13-22 Locations and Hours of Operation
- Revisions to Section 13-23 Operation
 Requirements
- Revisions to Section 13-24 Mobile
 Food Service Permits

Proposed changes to process:

- 1-page reference guide for vendors.
- Accepting State Fire Marshal inspection approval
- Accepting health department approval
 OR inspection approval.
- Update existing materials on city's website and information on permit documents.



Public Outreach meeting

Public meeting held on May 6th:

- Planning hosted public outreach meeting between vendors and department and had 15 in attendance. Chance to present proposed changes to process.
- Overall, received good feedback on amendments.
- Questions raised on digitizing process, making renewing permit quicker, events that require food truck permit vs events that do not require food truck permit.



Planning Commission meeting

Planning Commission Meeting:

- Planning presented to Planning Commission on amendments June 19, 2024.
- PC supported outreach work done by City Staff and on proposed amendments.



Thank you

ORDINANCE 24-O-32 amending the Murfreesboro City Code, Chapter 13. Food and Food Products, Article II. Mobile Food Vending, Sections 13-20 – 13-25 regarding mobile food vending (aka food trucks).

WHEREAS, the Murfreesboro Planning Department, in conjunction with the Legal Department, Parks and Recreation Department, Fire Rescue Department, and Building and Codes Department collaborated to develop proposed amendments to the Murfreesboro City Code regarding food trucks; and

WHEREAS, the proposed amendments aim to make the food service vending permitting process more efficient and transparent, improve community understanding of the food truck ordinance and increase clarity among event organizers hosting food trucks, food truck vendors, and City departments; and

WHEREAS, the Murfreesboro Planning Commission voted to recommend amendments to City Code regarding mobile food vending at its June 19, 2024 meeting.

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

<u>SECTION 1</u>. Chapter 13, Food and Food Products, Article II. Mobile Food Vending of the Murfreesboro City Code is hereby amended by deleting it in its entirety and substituting in lieu thereof the following:

"ARTICLE II. MOBILE FOOD VENDING

Section 13-20 Purpose.

This article recognizes the unique physical and operational characteristics of mobile food vending and establishes standards for the typical range of activities and mitigates or prohibits practices that are contrary to the health, safety, and welfare of the public.

Section 13-21 Definitions.

"Food Truck Rally" means a coordinated and advertised gathering of more than three (3) Mobile Food Service Vehicles (MFSVs) in one (1) location on a date certain with the intent to serve the public.

"Ice Cream Truck" means a vehicle from which the Operator vends only prepackaged frozen dairy, frozen water-based food products or finely shaved ice and sweet condiment products, soft serve, or hand-dipped frozen dairy products or frozen water-based food products, and pre-packaged beverages.

"Location" means any single property parcel and all other parcels that are contiguous or cumulatively contiguous to that owned or controlled by a single or affiliated entities.

"Mobile Food Service Permit" means a permit issued by the City for the operation of MFSVs, special event, City co-sponsored event, or an approved food truck rally.

"Mobile Food Service Vehicle (MFSV)" means a vehicle or trailer, whether attached or unattached, that is intended for cooking, preparing, or assembling food items, or distributing food items or liquids in any form. This includes but is not limited to what are commonly known as food trucks, ice cream trucks, shaved ice trucks, canteen trucks, or any other vehicle, trailer, or mobile unit that disseminates consumable products in any form. This definition does not include push carts that cannot be drawn upon the roadway.

"Operate" means to promote, prepare, assemble, sell, or distribute food, beverages, and other permitted items from the MFSV, including all other related activities..

"Operator" means any person owning, operating, or permitted to operate a MFSV and collectively refers to all such persons.

"Right-of-way", as used in this article, means a strip of land occupied or intended to be occupied by any publicly owned street, alley, or sidewalk which provides for movement of pedestrians or vehicles. Right-of-way shall not include those portions of a street, alley, or sidewalk which are blocked/closed for a special event hosted by the City or for which a special event permit has been issued pursuant to Chapter 21, Article II of this Code, and which a City-hosted plan or special event permit provides for the use and location of MFSVs within the hosted/permitted area.

"Vehicle", as used in this article, means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Section 13-22 Locations and Hours of Operation.

- (A) Mobile Food Service Vehicles (MFSV).
 - (1) Rights-of-way. MFSVs may operate consistent with this section from the rightof-way only at the locations listed on the City's website, unless permitted otherwise by the City through contractual arrangements.
 - (2) Public Property. MFSVs may operate on City property, including City parks, only at the times and locations listed on the City's website.
 - (3) Private property. MFSVs may operate on private property where there is a commercial, office, institutional, industrial, or a common area of residential development, subject to the following conditions:
 - (a) Permission. MFSVs selling to the public from private property shall have the written permission of the property owner, which shall be made available to the City immediately upon request.
 - (b) Unimproved Properties. Regardless of an agreement with the owner of the property, a MFSV may not operate on an unimproved parcel or portion of an unimproved parcel unless that parcel is paved, has paved ingress and egress, and has on the parcel a principal structure with an operating restroom.
 - (c) Frequency. MFSVs may operate no more than four (4) days per calendar week at a location on privately owned property. After the fourth day, the vendor must relocate the MFSV, equipment, and operation to another location on a different privately owned property.
 - (d) Maximum Number of Mobile Food Service Vehicles. No more than two (2) MFSVs may operate at any location with coordinated advertising to the public unless a Special Event Permit has been secured from the City.
 - (e) Existing Parking Spaces. MFSVs may not require the use of more than twenty-five percent (25%) of existing parking spaces located on the property for which it has an agreement to operate.
 - (f) Additional Furnishings and Structures. Other than a permitted temporary sign or table or stand for condiments, no other structures or furnishings may be placed or constructed outside the MFSV.

- (g) Hours of operation. Upon beginning operation at a privately owned property, the Operator must post the hours of operation, for that location, outside, on the MFSV, so that it is visible to the general public.
- (4) Restroom Facility. MFSVs operating at a location for a duration of more than three (3) hours must have a written agreement, available upon request by the City, that permits employees to have access to a flushable restroom no more than five hundred feet (500') of the vending location during all the hours of operation.
- (B) Ice Cream Trucks. In addition to the regulations for MFSVs, the following conditions shall apply:
 - (1) Locations.
 - (a) Right-of-way. An ice cream truck may not operate from the right-of-way at any one location for more than fifteen (15) minutes without relocating to another location not less than one-quarter mile from the previous location.
 - (b) Private Property. An ice cream truck may operate on private property with written permission of the property owner, which will be immediately available to the City upon request. An ice cream truck may not require use of more than twenty-five percent (25%) of existing parking spaces. No ice cream truck may operate on the same or adjoining private property more than two (2) days per week.
 - (2) Hours of Operation. Ice cream trucks may operate after 11:00 a.m. and before sunset.
 - (3) Interpretation. In the event of a conflict between the MFSV regulations, and the standards for ice cream trucks stated above, the standards for ice cream trucks shall prevail.

Section 13-23 Operating Requirements.

- (A) Vehicle Requirements.
 - (1) Design and Construction. MFSVs must be specifically designed and constructed for the purpose of preparation and sale of the specific type of food being sold and may not operate in any manner that is not safe and is not compatible with the purpose for which the MFSV has been designed and constructed.
 - (2) Licensing. MFSVs must be licensed in accordance with the rules and regulations of any local, state, and federal agency having jurisdiction over motor vehicles and all products sold therein must be properly licensed, permitted, and allowed by local, state, and, federal laws or regulations.
- (B) Right-of-Way.
 - (1) MFSVs may not operate, stop, stand, or park in any area of the right-of-way that is intended for use by vehicular travel or that in any way impedes the use of the right-of-way or that present an unsafe condition for patrons, pedestrians, or other vehicles.
 - (2) MFSVs may operate within right-of-way only at times and locations designated as MFSV locations on the City's website, unless otherwise permitted by the City of Murfreesboro, through a contractual arrangement. It is the duty of all Operators to obtain current knowledge of the right-of-way designations prior to establishing operations in any area.
 - (3) Unless authorized in writing by the City, all MFSVs are prohibited from operating in public alleys.
 - (4) MFSVs shall park in the same direction as traffic, with no more than eighteen inches (18") between the curb face or edge of pavement and with the service window of the MFSV facing the curb.
 - (5) MFSVs may operate or park for longer than the two-hour limit posted in designated areas; however, no MFSV may remain in the right-of-way designated as a permitted MFSV location non-operational and not open to the public for more than two (2) hours.

- (6) A MFSV may park in more than one (1) parking space in the right-of-way; provided, however, MFSVs are prohibited from operating in any angled parking spaces in the public right-of-way.
- (C) Business Access. MFSVs may not operate in a location that impedes the ingress to, egress from, or signage of another business or otherwise causes undue interference with access to other businesses or emergency areas, paths, or facilities.
- (D) Pedestrians. A MFSV may not reduce the clear pedestrian path of travel on the sidewalk to less than six feet (6'). This includes all components of the MFSV and any patron queue. All awnings or canopies of the MFSV shall be at least six feet, eight inches (6' 8") above the sidewalk.
- (E) Distance between Mobile Food Service Vehicles. A MFSV may not operate within three (3) feet of any other MFSV.
- (F) Types of Cooking Apparatuses. Open flame cooking (other than with a gas range specifically constructed and designed within the MFSV) either within or outside a MFSV is prohibited; except where such activity is specifically permitted by the Fire Rescue Department. Canteen trucks may have installed within the vehicle a heating apparatus that is used only for serving heated precooked foods provided such apparatus is permitted by state and local regulations. Ice cream trucks can have no heating apparatus installed within the vehicle for the purpose of food service.
- (G)Noise. Amplified music or other sounds from any MFSV may not at any time unreasonably disturb nearby businesses, pedestrians, or vehicles.
- (H) Commissary. If the Operator has a fixed, non-mobile establishment or any other place that is used for the storage of supplies, the preparation of food to be sold or served at or by the MFSV, or the cleaning and servicing of the MFSV, such a commissary location within the City cannot be located in any residential zoning district; unless such commissary complies with all applicable zoning regulations, building code requirements, and requirements of the Murfreesboro Water Resources Department.
- (I) Utilities. All MFSVs shall comply with the version of the electrical code currently adopted by the City and any power, water, or sewage required for the MFSV shall be self-contained and shall not use utilities drawn from other sources.
- (J) Fire Extinguishers Required. All MFSV must be equipped with a 2-A:10-B:C fire extinguisher that is certified annually by a licensed company. Additionally, any MFSV that produces grease laden vapors (e.g., those MFSVs with deep fat fryers or flat top griddles) must be equipped with a Class K fire extinguisher that is certified annually by a licensed company.
- (K) Support Methods. No MFSV may use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.
- (L) Pedestrian Service Only. MFSVs operating in the right-of-way shall serve pedestrians only; drive-up, drive-thru, or drive-in service is prohibited.
- (M) Spills. To prevent discharges into the storm drain system and river, each MFSV shall comply with all stormwater regulations of the City. In addition, each MFSV shall have a spill response plan and kit on board to contain and remediate any discharge from the MFSV. In the event of a spill, Operators are required to call Murfreesboro Fire Rescue Department to assist with the clean-up of spills and to determine the need for a more extensive response.
 - (1) Spill Plan. MFSVs must post, on the interior of the MFSV, instructions for containing spills; at a minimum such plan should include a) description of and typical quantities materials that may be spilled; b) procedures for containing potentially spilled materials including proper disposal of spilled materials; c) procedures for storage, use, handling and transfer of materials to reduce potential for spilling; d) emergency notification requirements; and
 - (2) Spill Kit. MFSVs must have a response kit on the MFSV including a) minimum 5-gallon storage and clean-up container capacity with lid; b) minimum of 10 absorbent pads and 2 absorbent socks or equivalent; c) disposable bag adequate to hold contents of spill kit and spilled materials; d) 1 pair of disposable gloves.

- (N) Additional Furnishings and Structures. Other than a permitted temporary sign or table or stand for condiments, no other structures or furnishings may be placed or constructed outside the MFSV.
- (O) Waste Collection. The area of a MFSV operation must be kept neat and orderly at all times. Operation of a MFSV in an area is deemed acceptance by the Operator of the responsibility for cleanliness of the reasonable area surrounding the operations (not less than twenty (20) feet from all parts of the MFSV) regardless of the occurrence or source of any waste in the area. The Operator must provide proper trash receptacles for public use that are sufficient and suitable to contain all trash generated by the MFSV during the period of operation at a location. All trash within the area of operations regardless of the source must be removed and all garbage, trash, and trash receptacles must be removed when full and prior to departure of a MFSV from a location.
- (P) Signage. MFSVs are limited to signs mounted to the exterior of the mobile food establishment and one (1) sandwich board sign with dimensions no larger than six (6) square feet. All signs mounted on the MFSV shall be secured and mounted flat against the MFSV and shall not project more than six inches (6") from the exterior of the MFSV. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic. All signage must at all times conform to community standards of decency.
- (Q) Alcohol sales. MFSV may not sell alcoholic beverages, except as may be specifically allowed by state law and City ordinance.
- (R)Insurance Requirements. MFSVs shall obtain, at a minimum, motor vehicle insurance as required by local, state, or federal laws and regulations.
 - (1) MFSVs operating on City property other than the right-of-way are required at all times to maintain insurance coverage in the form and amounts required by the City. In the event the required coverage is not properly maintained, the Operator's Mobile Food Service Permit will be immediately revoked. The failure of the Operator to notify the City of any change in coverage will preclude the Operator from obtaining a permit for a period of six months from the date the City learns of the failure to provide the required notification of change.
 - (2) Ice Cream Trucks shall not operate on City property other than the right-ofway, except upon obtaining written permission from the City, and may be required to obtain insurance consistent with the type of operation permitted.

Section 13-24 Mobile Food Service Permits.

- (A)Permit Required; Exceptions.
 - (1) No MFSV may operate within the City without a Mobile Food Service Permit issued by the City. A Mobile Food Service Permit authorizes the holder only to engage in the vending of products from a MFSV in compliance with City Code and as specified on the permit. The Mobile Food Service Permit must be prominently displayed when the MFSV is in operation.
 - (2) Notwithstanding the foregoing, a MFSV may operate within the City without Mobile Food Service Permit, provided:
 - (a) the MFSV is operating pursuant to a contractual agreement between the MFSV Operator and a person or entity for catering at specific location and event not open to or serving the general public;
 - (b) the MFSV operates at temporary events, festivals, or rallies outside the public right-of-way and for not more than five (5) days in a calendar year. Operator
- (B) Application. A MFSV Operator shall apply for a Mobile Food Service Permit by payment of a fifty-dollar (\$50) application fee and the following:
 - (1) Complete an application form provided by the City, which shall include the following information:
 - (a) Name and address of the owner of the MFSV;
 - (b) Name and address of the Operator of the MFSV;

- (c) Three color photographs of the exterior (front, side, and back) and interior food service portion of the MFSV in the final condition and with all markings under which it will operate;
- (d) A copy of the MFSV license and registration form reflecting the vehicle identification number (VIN) of the MFSV.
- (e) A copy of the state or county health department license or permit approval applicable to mobile food providers;
- (f) A plan for disposal of fats, oils, greases, and sewage approved by Murfreesboro Water Resources Department.
- (g) A copy of a State of Tennessee permit inspection approval from the State Fire Marshal's Office or a Fire Marshal's inspection report from Murfreesboro Fire Rescue Department;
- (h) A copy of any state liquor license and/or City-issued beer permit required by state or local law and applicable to the MFSV's operations; and
- (i) A copy of the Operator's Tennessee business license issued by the City or the Operator's home-based county; and
- (j) A copy of insurance coverage.
- (2) Permittee has an on-going duty to provide the City with notice of any change to any of the information required by the City to obtain a Mobile Food Service Permit, including current photographs of the MFSV in the event of any change in the appearance of or signage on the MFSV.
- (C) Issuance. Where an applicant has satisfied the requirements for issuance of a Mobile Service Permit and all other general requirements contained in this article, the City shall approve the permit application, provided, however, that the City shall not issue a Mobile Food Service Permit to:
 - (1) an Operator that operated within the prior six (6) months notwithstanding a Mobile Food Service Permit that is suspended or has been revoked; or
 - (2) an Operator, or any person affiliated with the Operator for purposes of operating a MFSV that is the subject of a suspended Mobile Food Service Permit or has held a Mobile Food Service Permit revoked with the prior twelve (12) months.
- (D) Expiration. A Mobile Food Service Permit expires on the date twelve (12) months after issuance and may be renewed provided that all City requirements are met and the license has not been suspended or revoked.
- (E) Transferability. A Mobile Food Service Permit may not be transferred except as part of the sale of an interest in the business holding the license or a sale of substantially all of the assets of a business holding the license.
- (F) Enforcement.
 - (1) Temporary Permit. If an Operator is found to be operating within the City for more than five (5) days in a calendar year without a Mobile Food Service Permit, the Operator may be prosecuted by citation in the same manner as other violations of the City Code; provided, however, upon issuing the citation, the City will issue a Temporary Permit that will allow the Operator to operate for not more than one additional hour after which time the Temporary Permit will be revoked. The Operator will pay a fee of five hundred dollars (\$500) to offset the City's costs of compliance measures, inspections, and correction of any circumstance resulting from Operator's failure to comply with this Article.
 - (2) Warnings. A City Enforcement Officer may provide one (1) warning to any Operator for a violation of this section except that a citation shall be issued as set forth in subsection (F)(3).
 - (3) Citation. A City Enforcement Officer must issue a citation to the mobile food service Operator for the following:
 - (a) A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months; or
 - (b) Any violation that constitutes grounds for revocation of a Mobile Food Service Permit.
 - (4) Suspension. A Mobile Food Service Permit shall be suspended until reinstatement upon issuance of a citation for the following reasons:

- (a) A second violation of this section is found to have occurred after a warning has been issued within the previous six (6) months;
- (b) The required vehicle license, health permit, or business tax license for the Operator or the MFSV has expired or been suspended, revoked, or otherwise terminated; or
- (c) The Operator fails to obtain or maintain the insurance coverages required by this section.
- (5) Revocation. The City shall revoke a Mobile Food Service Permit for the following:
 - (a) Two (2) suspensions within a twelve (12) month period;
 - (b) Operator failure to obtain a permit and upon expiration of the Temporary Permit as set forth in the Article; or
 - (c) The Operator operates in such a manner as to constitute a breach of the peace, interfere with the normal use of the right-of-way, or otherwise constitute a menace to the health, safety, or general welfare of the public.
- (6) Reinstatement.
 - (a) Suspension. The City shall reinstate Operator with a suspended Mobile Food Service Permit upon the Operator's payment of a fee of five hundred dollars (\$500) to offset the City's costs of compliance measures, necessary inspections, and the correction of any circumstance that lead to the suspension.
 - (b) Revocation. The City may allow an Operator to reapply for a Mobile Food Service Permit after three (3) months from the date of revocation, following verification that the Operator has corrected all violations that lead to the revocation and upon the Operator's payment of a fee of five hundred dollars (\$500) to offset the City's costs of compliance measures, necessary inspections, and the correction of any circumstance that led to the suspension.
- (G) Notice. Upon denial, suspension or revocation of a Mobile Food Service Permit, the City shall give notice to the Operator in writing. There shall be no refund of any other fee paid to the City.

Section 13-25 Food Truck Rallies.

All food truck rallies on public or private property require a Special Event Permit and the exceptions granted under Section 21-63 for special event locations are inapplicable to food truck rallies."

<u>SECTION 2</u>. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1st reading	<u> </u>
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by:
	Signed by: Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney
SEAL	

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Ordinance 23-O-30 Amend City Code, Chapter 4, Alcoholic

Beverages

Department: Finance

Presented by: Roman Hankins, Deputy City Attorney

Requested Council Action:

Ordinance	\boxtimes
Resolution	
Motion	
Direction	
Information	

Summary

Consider amending City Code Chapter 4, Alcoholic Beverages, including liquor, wine, and beer

Staff Recommendation

Approve Ordinance 23-O-30, amending Murfreesboro City Code Chapter 4, Alcoholic Beverages, regarding certificates of compliance, deadlines for certificate holders and privilege tax.

Background Information

City staff recommends several changes to improve the administration of regulations imposed by Chapter 4 of the Murfreesboro City Code and to better align certain sections with Tennessee State law. Among other updates, this amendment creates a lottery system for awarding new certificates of compliance once a year as they are available, sets a deadline for certificate holders to apply for a State license, and updates provisions regarding the City's privilege tax. Other than a recent clarifying edit to the privilege tax, it is the same as the version presented to Council for review at the September 12, 2024 Workshop session. This amendment will help increase operational efficiency and clarify the overall understanding for City staff and the general public.

Council Priorities Served

Maintain public safety

The City's role in enforcing regulations regarding alcohol sales and consumption and consistency with Tennessee State law are supported with the City Code.

Fiscal Impacts

Updates to the privilege tax are likely to generate a small increase in tax revenue.

Attachments:

Ordinance 23-O-30

ORDINANCE 23-O-30 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, including liquor, wine and beer.

WHEREAS, City staff recommends several changes to improve the administration of the regulations imposed by Chapter 4, Alcoholic Beverages, of the Murfreesboro City Code; and,

WHEREAS, City staff recommends several non-substantive changes to Sections 4-2, 4-7, 4-10, 4-12, 4-15, 4-16, 4-17, 4-18, 4-19, 4-20, 4-22, 4-23, 4-31, 4-32, 4-34, 4-41, 4-42, 4-44, 4-53, 4-57, 4-58, 4-59, 4-60, 4-62, 4-63, 4-64, 4-65, 4-80, 4-81, 4-87, 4-88, 4-90 and 4-93 in order to make Chapter 4, Alcoholic Beverages, of the Murfreesboro City Code, more clear and accurate; and

WHEREAS, City Council finds that these recommendations are consistent with State law and the reasonable regulation of lawful economic activity.

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

<u>SECTION 1</u>. Chapter 4, Article I, Section 4-2 of the Murfreesboro City Code is amended at subsection (A), part (4) and (8), by deleting these parts in their entirety and in lieu thereof adopting the following:

Section 4-2 Terms defined.

- (A)(4) "Commission." The Tennessee Alcoholic Beverage Commission.
- (A)(8) "Place of Worship." A building with a principal use of regular religious worship that is maintained and controlled by a religious body organized to sustain public worship (e.g., church, mosque, temple, synagogue, and buildings of like description). This term shall not apply to any residence or any other property whose predominant use is commercial, office, or industrial in nature and has one or more spaces not used for regular religious worship, including, without limitation, horizontal property regimes, planned developments or other multi-tenant building or developments.

<u>SECTION 2</u>. Chapter 4, Article II, Section 4-7 of the Murfreesboro City Code is amended at subsections (C), (D), and (F) by deleting these subsections in their entirety and in lieu thereof adopting the following:

Section 4-7 Retail liquor certificate of compliance; initial application; approval.

- (C) To obtain a Retail Liquor Certificate of Compliance for any premises, whether the application be for the transfer of an existing license to a new location or for issuance of a new license, an applicant or applicant group must first:
 - (1) File a formal application with the City Recorder on a form provided by the City Recorder;
 - (2) Provide a criminal background history check, in the form required by the City Recorder on the following individuals:
 - (i) In the case of a sole proprietorship, partnership, limited liability company, or close corporation whose stock is not publicly traded, all individuals with at least a 5% ownership interest in the retail liquor store's business; or

- (ii) In the case of a publicly traded corporation, the executive officer responsible for the store's operations and each individual, if any, who owns at least 50% of the corporation's stock;
- (3) Provide proof to the City Recorder that the applicant has satisfied any and all applicable requirements that are now or may be imposed by the Commission on applicants for a retail liquor license:
- (4) Pay an inspection fee of \$100.00 to the City Recorder; and
- (5) Provide whatever additional and relevant information the City Recorder may reasonably require.
- (D) Applications for a Retail Liquor Certificate of Compliance shall be received and processed by the City Recorder as follows:
 - (1) Within a reasonably prompt time after making the report required by Section 4-10(D), the City Recorder shall publish online using the City website, and in a local newspaper of general circulation, for a period of three (3) consecutive calendar days, a notice that the City has an open certificate or certificates of compliance, equal to the total amount of retail liquor stores permitted by Section 4-10 less any previously approved certificates of compliance, for the operation of one or more retail liquor stores within the City, available to prospective applicants. The notice shall provide that prospective applicants may obtain a written application for a certificate of compliance from the City Recorder. The application form shall also be posted on the City website by the City Recorder for download by the public. The notice shall further provide that the City shall accept applications for a period of twenty (20) calendar days after the last date of publication of the notice, and no applications shall be accepted after that date for that application period.
 - (2) During the twenty (20) calendar days period specified above, the City shall accept all written applications for processing that are properly and fully completed and timely submitted during business hours at the City Recorder's office. It shall be the sole responsibility of the applicant to complete the application properly and fully and to timely submit the application.
 - (3) Once an application has been submitted, the City Recorder shall review the criminal background history check and confer with the Murfreesboro Police Department and/or the City Attorney, as needed, to determine if the applicant has been convicted of a felony from any jurisdiction within a ten-year period immediately preceding the date of the application, and any other disqualifying factors as may be prescribed by state law. Any applications wherein the applicant has been found to have been convicted of same shall have their application denied and such applicant shall receive written notice of this finding and that their application has been denied by the City for that reason, or for any other reason prescribed by state law.
 - (4) The City Recorder shall refer the application to the Murfreesboro Planning Department, which shall conduct a review to determine if the applicant's proposed business location complies with the zoning, location, and distance restrictions for use as a retail liquor store. The results of the Planning Department zoning check shall be filed with the application and returned to the City Recorder for further processing.

- (5) If the number of applicants eligible for further processing after completion of the City Recorder's review is less than the number of open certificates of compliance that are available, then each applicant's application for a certificate of compliance shall be placed on the agenda by the City Recorder for the next regular meeting of the City Council to approve a certificate of compliance for each separate applicant location. At said next regular meeting the City Council shall consider each separate application which shall require a majority vote for approval.
- If the number of applicants eligible for further processing (6)exceeds the number of open certificates of compliance that are available, then each applicant's application for a certificate of compliance shall be considered based on a public lottery drawing. The City Recorder shall place on the agenda for the next regular meeting of the City Council an agenda item for a public lottery drawing pertaining to retail liquor store certificates of compliance, and listing the names of all applicants that are eligible for the public lottery drawing. Prior to said next regular session, the City Recorder shall prepare separate strips of paper of equal dimensions upon which the names of each applicant seeking a certificate of compliance is typed. Each strip of paper shall then be folded twice in the same manner for each strip of paper, and then placed into an opaque container from which the drawing shall be made. At the appropriate time at the next regular City Council meeting, the Mayor, or the Mayor's designee, shall draw from the opaque container without viewing the inside of the container a number of the strips of paper containing the typewritten names of the applicants that are equal to the number of open certificates of compliance that are available. Those applicants selected by public lottery shall then be the applicants accepted for consideration of the applicant's application for a certificate of compliance by the City Council.
- (7) In those circumstances where the provisions of subsection (D)(6) above applies, upon the conclusion of the public lottery drawing, each applicant selected during the public lottery drawing shall have their application for a certificate of compliance immediately considered at the same meeting as the public lottery drawing, by the City Council by separate vote for each selected applicant location, which shall require a majority vote for approval.
- (F) An applicant, once having fulfilled the requirements of this section and all other applicable laws and regulations entitling the applicant to have the application lawfully considered by Council, may be required to resubmit or further supplement the application in the event Council votes to defer action on the application to a later date; however, if Council denies or rejects the application, the applicant must submit a new application, pay another application fee, and otherwise comply with all terms of this section and all other applicable laws and regulations in order to have the applicant's request for a Retail Liquor Certificate of Compliance reconsidered by Council.

<u>SECTION 3</u>. Chapter 4, Article II, Section 4-8 of the Murfreesboro City Code is amended by deleting this section in its entirety and in lieu thereof adopting the following:

Section 4-8 Retail liquor certificate of compliance; term, expiration, continuing validity.

- (A) A certificate of compliance approved and issued in accordance with Section 4-7 shall expire and become void if the applicant to whom the certificate was granted fails to apply for a license from the Tennessee Alcoholic Beverage Commission by June 30 following the date of approval. The City Council may, upon written request of the applicant with a certification that the information contained in the application remains true and correct, extend the expiration date for one additional year, to the next June 30. If a certificate becomes void, no new certificate may be issued to the same applicant unless a new application is submitted, and all applicable requirements of this Article are met at the time the new application is received.
- (B) In the event an applicant whose application for a certificate has been approved, prior to obtaining their retail liquor store license from the Tennessee Alcoholic Beverage Commission, is subsequently convicted of any felony from any jurisdiction, said certificate shall automatically and immediate expire and become void.
- (C) Unless an expiration event occurs, a Retail Liquor Certificate of Compliance issued pursuant to Section 4-7 remains valid unless there is a change of ownership or location. If either of these events occurs, a new certificate must be obtained in compliance with the requirements of Section 4-7 prior to renewal of a state retail license.
- (D) Any certificate of compliance issued prior to November 1, 2024, shall remain valid until June 30, 2025. Any applicant holding a certificate issued prior to November 1, 2024, may request an extension in accordance with subsection (A), above.

<u>SECTION 4</u>. Chapter 4, Article II, Section 4-10 of the Murfreesboro City Code is amended at subsections (B) and (D) by deleting these subsections in their entirety and in lieu thereof, and adding new subsection (E), adopting the following:

Section 4-10 Retail liquor certificate of compliance; limited number.

- (B) Notwithstanding the limitation established in Section 4-10(A), the City Council shall issue one or more new certificates for purposes of facilitating the sale of any interest in any existing retail liquor store or the relocation of a retail liquor store's place of business within the City if the person or persons applying for any such certificate(s) satisfy the requirements of Section 4-7 and T.C.A. § 57-3-208.
- (D) Annually at the first meeting of City Council following the first day of July, the City Recorder shall report to City Council the total number of Retail Liquor Certificate of Compliance issued and the total number of Retail Liquor Certificate of Compliance available within the City as of that date.
- (E) In the event a certificate of compliance is surrendered, expires, is revoked, or otherwise becomes void, such certificate(s) shall not be considered available until such availability is reported by the City Recorder pursuant to subsection (D), above.

<u>SECTION 5</u>. Chapter 4, Article II, Section 4-12 of the Murfreesboro City Code is amended at subsections (C) and (D) by deleting these subsections in their entirety and in lieu thereof adopting the following:

Section 4-12 Wine certificate of compliance.

- (C) To obtain a Wine Certificate of Compliance for any premises, whether the application be for the transfer of an existing license to a new location or for issuance of a new license, an applicant or applicant group must first:
 - (1) File a formal application with the City Recorder on a form provided by the City Recorder;
 - (2) Provide a criminal background history, in the form required by the City Recorder on the following individuals:
 - (i) In the case of a sole proprietorship, partnership, limited liability company (except as provided in subsection (2)(iii)), or close corporation whose stock is not publicly traded, all individuals with at least a 10% ownership interest in the retail food store's business; or
 - (ii) In the case of a publicly traded corporation, the executive officer responsible for the store's operations and each individual, if any, who owns at least 50% of the corporation's stock; or
 - (iii) Notwithstanding subsection (2)(i), in the case of a limited liability company wholly owned (directly or indirectly) by one or more publicly traded corporations, the executive officer responsible for the store's operations;
 - (3) Pay an application fee of \$50.00 to the City Recorder, which fee shall be waived (or refunded) if the applicant also submits an application for a beer permit under Article III of this chapter within 60 days of applying for a Wine Certificate of Compliance; and
 - (4) Provide whatever additional and relevant information the City Recorder may reasonably require.
- (D) Upon receiving an application for a Wine Certificate of Compliance, the City Recorder shall review the application. Upon determining that the application meets the requirements of Section 4-10(C), the City Recorder shall present the application, along with the applicant's proposed Certificate of Compliance, to Council for consideration at the earliest possible meeting.

<u>SECTION 6</u>. Chapter 4, Article II, Section 4-15 of the Murfreesboro City Code is amended at subsection (A) by deleting this subsection in its entirety and in lieu thereof adopting the following:

Section 4-15 Full and accurate disclosure required.

(A) Each application for a Certificate of Compliance required pursuant to either Section 4-7 or Section 4-12 shall identify each individual who is to be in actual charge of the business and, if a corporation, each executive officer and each individual in control of the business. For the purposes of this section, an individual who owns at least 50% of the stock of a corporation is considered to be in control of the business.

<u>SECTION 7</u>. Chapter 4, Article II, Sections 4-16 and 4-17 of the Murfreesboro City Code are amended by deleting these sections in their entirety and in lieu thereof adopting the following:

Section 4-16 General restrictions on retailers and employees.

The restrictions and limitations on retailers and employees set forth in T.C.A. § 57-3-210 are incorporated in its entirety.

Section 4-17 Regulations for purchase and sale of alcoholic beverages.

It shall be unlawful for any person to violate T.C.A. §§ 57-3-404, 57-3-406, 57-3-412, 57-3-413, 57-3-807, 57-3-808, or 57-3-809, which are incorporated herein in their entirety.

<u>SECTION 8</u>. Chapter 4, Article II, Section 4-18 of the Murfreesboro City Code is amended at subsections (C) and (D) by deleting these subsections in their entirety and in lieu thereof adopting the following:

Section 4-18 Inspection fees.

- (C) Wholesalers making sales within the City shall collect the inspection fee from retail licensees at the time of sale or at the time any such retailer makes payment for the delivery of the alcoholic beverages or wine.
- (D) Each wholesaler making sales to a retail licensee within the City shall furnish the City Recorder on a monthly basis with a report containing the information required for such reports by T.C.A. § 57-3-503(a). The monthly report shall be furnished to the City Recorder within 20 days of the end of the month in which the sales were made. The inspection fees collected by the wholesaler from retail licensees within the City shall be paid to the City at the time the monthly report is made.

<u>SECTION 9</u>. Chapter 4, Article II, Sections 4-19, 4-20, 4-22 and 4-23 of the Murfreesboro City Code are amended by deleting these sections in their entirety and in lieu thereof adopting the following:

Section 4-19 Actions to recover unpaid fees.

Whenever any wholesaler fails to account for or pay the City Recorder any inspection fee imposed pursuant to Section 4-18, the City Recorder shall report the same to the City Attorney, and the City Attorney is hereby authorized to take appropriate action to recover such fee, including filing a civil action in Circuit or Chancery Court.

Section 4-20 Examination of books by city recorder.

The City Recorder is authorized to examine the books, papers and records of any licensee for the purpose of determining compliance with the provisions of this article and any provision of the Tennessee Code incorporated herein. Any refusal to permit the examination of any such books, papers, or records, or the investigation and examination of such premises, shall constitute sufficient reason for the revocation of a certificate of compliance.

Section 4-22 Articles not applicable to beer.

No provision of Article II or III of this chapter shall be considered or construed as in any way modifying, changing or restricting the rules and regulations governing the manufacture, sale, storage, transportation, or taxation of beer or other liquids regulated under Article IV of this chapter.

Section 4-23 Violations; penalty.

Any violation of the provisions of Article II shall constitute a misdemeanor and shall, upon conviction, be punishable as provided in City Code § 1-8. Upon conviction of any person under this article, it shall be mandatory for the City Judge to immediately certify said conviction whether on appeal or not, directly to the Tennessee Alcoholic Beverage Commission.

<u>SECTION 10</u>. Chapter 4, Article II, Section 4-24 of the Murfreesboro City Code is amended by adding a new subsection (D) to read as follows:

Section 4-24 Manufacture of alcoholic beverages allowed.

(D) The location restrictions set forth in Sections 4-11 and 4-31 of this Chapter shall not apply to the manufacturers of alcoholic beverages, including liquor, wine and high alcohol content beer.

<u>SECTION 11</u>. Chapter 4, Article III, Section 4-31 of the Murfreesboro City Code is amended at subsection (A) by deleting this subsection in its entirety and in lieu thereof adopting the following:

Section 4-31 Location restrictions.

(A) No business that sells any alcoholic beverages (other than beer as defined in Article I of this chapter) for consumption on the premises of the business shall be permitted where such business is physically located in any zone established by the City's Zoning Ordinance other than Commercial Local (CL) District; Commercial Fringe (CF) District, Highway Commercial (CH) District, Central Business District (CBD); Heavy Industrial (HI) District; Light Industrial (LI) District; Mixed Use (MU) District; Planned Commercial District (PCD); Planned Industrial District (PID); or Planned Unit District (PUD) with "restaurant" or "tavern" as a permitted use.

<u>SECTION 12</u>. Chapter 4, Article III, Sections 4-32, 4-33 and 4-34 of the Murfreesboro City Code are amended by deleting these sections in their entirety and in lieu thereof adopting the following:

Section 4-32 Regulations and prohibited practices.

It shall be unlawful for any person, firm or corporation holding a license to sell alcoholic beverages for consumption on the premises to violate the rules, regulations, and prohibited practices set forth in T.C.A. §§ 57-4-201 and 57-4-203, which are incorporated herein in their entirety.

Section 4-33 Privilege taxes.

- (A) Pursuant to T.C.A. § 57-4-301(b)(2), the City hereby levies the following privilege taxes, to be paid annually for municipal purposes as provided herein, upon any person who engages in the business of selling alcoholic beverages for consumption on the premises where such beverages are sold:
 - (1) Private club.....\$300.00
 - (2) Convention Center....\$500.00
 - (3) Premier type tourist resort.....\$1,500.00
 - (4) Historic performing arts center.....\$300.00
 - (5) Urban park center.....\$500.00
 - (6) Commercial passenger boat company.....\$750.00
 - (7) Historic mansion house site/Historic inn.....\$300.00
 - (8) Historic interpretive center.....\$300.00
 - (9) Community theater.....\$300.00
 - (10) Zoological institution....\$300.00
 - (11) Museum....\$300.00
 - (12) Establishment in a terminal building of a commercial air carrier airport.....\$1,000.00
 - (13) Commercial airline travel club.....\$500.00
 - (14) Public aquarium.....\$300.00
 - (15) Motor speedway.....\$1,000.00

- (16) Sports facility.....\$1,000.00
- (17) Theater....\$300.00
- (18) Restaurant, according to seating capacity, on licensed premises:
 - (a) 40-74 seats.....\$650.00
 - (b) 75-125 seats.....\$750.00
 - (c) 126-175 seats.....\$925.00
 - (d) 176-225 seats.....\$975.00
 - (e) 226-275 seats....\$1,100.00
 - (f) 275 seats and more.....\$1,200.00
- (19) Wine-only restaurant, according to seating capacity, on licensed premises:
 - (a) 40-125 seats.....\$120.00
 - (b) 126-175 seats....\$150.00
 - (c) 176-225 seats.....\$160.00
 - (d) 226-275 seats.....\$180.00
 - (e) 276 seats and more....\$200.00
- (20) Caterers.....\$500.00
- (21) Hotels and motels.....\$1,000.00
- (22) Retirement center.....\$150.00
- (23) Civic arts center.....\$150.00
- (24) Limited service restaurant, based on gross sales of prepared food:
 - (a) At least 30% of gross sales.....\$2,000.00
 - (b) At least 20% but not more than 30% of gross sales.....\$3,000.00
 - (c) At least 15% but not more than 20% of gross sales.....\$4,000.00
 - (d) 0% but not more than 15% of gross sales.....\$5,000.00
- (25) Food hall....\$1,250.00
- (26) Restricted retail business.....\$2,000.00
- (27) Commercial passenger bus.....\$1,250.00
- (B) A restaurant or hotel that also operates a catering business shall be required to pay both the caterer privilege tax and the restaurant or hotel privilege tax.
- (C) The taxes imposed pursuant to Section 4-33(A) shall be first payable on the date the Commission issues a liquor-by-the-drink license to the person engaging in the privilege and shall be prorated from said date of issuance until the next following October 1, at which time, a full year's taxes shall then be due and immediately payable.
- (D) If the initial privilege tax or any subsequent annual privilege tax is not paid within 30 days of when the tax is due, such tax shall be deemed delinquent, and interest on the amount due shall accrue at the rate of 1.5% per month until paid. Such interest shall accrue on the first day of each month following the date of delinquency.
- (E) All taxes and interest imposed by this section may be collected as other taxes payable to the City.
- (F) Should the licensee also hold a beer permit issued by the City, a failure to pay taxes under this section shall constitute grounds for suspension or revocation of the beer permit. Repeated violations of this section will constitute grounds for permanent revocation of a beer permit.
- (G) The terms used in this section shall have the meanings ascribed to them in Title 57 of the Tennessee Code, as such statutory definitions may be amended from time to time.

Section 4-34 Violations; penalty.

Any violation of the provisions of this article shall, upon conviction, be punishable as provided in City Code § 1-8. Upon conviction of any person under this article, it shall be mandatory for the City Judge to immediately certify said conviction, whether on appeal or not, directly to the Tennessee Alcoholic Beverage Commission.

<u>SECTION 13</u>. Chapter 4, Article IV, Division 1, Section 4-41 of the Murfreesboro City Code is amended at subsection (A), parts (9), (14) & (15) by deleting these parts in their entirety and in lieu thereof adopting the following:

Section 4-41 Definitions.

- (9) "Hearing Officer." An individual appointed by the City Council to adjudicate issues relating to the suspension or revocation of permits and/or the issuance of fines pursuant to this article.
- (14) "Responsible vendor." A vendor that has received certification from the Tennessee Alcoholic Beverage Commission pursuant to Title 87, Chapter 5, Part 6 of the Tennessee Code.
- (15) "Responsible vendor training program." A training program related to the responsible sale of beer for off-premises consumption that has met all the statutory and regulatory requirements set forth in Title 57, Chapter 5, Part 6 of the Tennessee Code and in the Tennessee Alcoholic Beverage Commission's rules and regulations.

<u>SECTION 14</u>. Chapter 4, Article IV, Division 1, Section 4-42 of the Murfreesboro City Code is amended at subsection (F) by deleting this subsection in its entirety and in lieu thereof adopting the following:

Section 4-42 Beer Board.

(F) Rules of procedure. The Board may adopt rules of procedure governing the applications for issuance of beer permits. Any hearing before the Board relating to the revocation or suspension of a permit or the imposition of a civil penalty shall be held in accordance with the requirements set forth in Division 3 of this article.

<u>SECTION 15</u>. Chapter 4, Article IV, Division 1, Section 4-44 of the Murfreesboro City Code is amended by deleting this section in its entirety and in lieu thereof adopting the following:

Section 4-44 Violations.

Except as otherwise provided in this article, any violation of this article or any provision of Title 57, Chapter 5 of the Tennessee Code shall constitute a civil offense and shall, upon conviction, be punishable by a penalty under City Code § 1-8, in addition to or in lieu of any other penalty or remedy established in this article, including the suspension or revocation of a permit. Each day a violation shall be allowed to continue shall constitute a separate offense.

SECTION 16. Chapter 4, Article IV, Division 2, Section 4-51(A)(1) of the Murfreesboro City Code is amended by adding the following sentence to the end of the existing subsection: "This permit is subject to the applicable provisions set forth in the City's Zoning Ordinance."

SECTION 17. Chapter 4, Article IV, Division 2, Section 4-51(A)(3) of the Murfreesboro City Code is amended by adding the following sentence to the end of the existing subsection: "No off-premises retail permit shall be issued to a person who

holds, is in the process of obtaining or subsequently obtains, a limited-service restaurant license issued by the Tennessee Alcoholic Beverage Commission ("TABC"). The holder of an off-premises permit that subsequently obtains a limited-service restaurant license from TABC shall report the TABC license to the City and return the off-premises retail permit and submit the application for the appropriate beer permit; however, the City Recorder may waive the application fee."

SECTION 18. Chapter 4, Article IV, Division 2, Section 4-51(A)(5) of the Murfreesboro City Code is amended by adding the following sentence to the end of the existing subsection: "No combined retail permit shall be issued to any person unless the requirements for an off-premises and on-premises retail permit are met."

<u>SECTION 19</u>. Chapter 4, Article IV, Division 2, Section 4-51 of the Murfreesboro City Code is amended at subsection (A), part (6), by deleting this part in its entirety and in lieu thereof adopting the following:

Section 4-51 Classification of permits; permits restrictive as to class of beer business; grant of privilege.

- (A)(6) Special-event beer permit. A special-event beer permit authorizes a bona fide charitable or nonprofit organization to sell or distribute beer to be consumed on the premises of a public or private facility, only at such times at which the facility is either: (1) being leased or being used for entertainment or engagement by the organization for a special limited event; or (2) being used for a special fund-raising event which is by invitation only or for which an admission is charged.
 - (a) Each special-event beer permit shall set forth the specific date(s), time(s), and location(s) of the permitted sale or distribution of beer.
 - (b) Beer may not be sold or distributed between the hours of 12:00 A.M. and 8:00 A.M. on Saturdays and Sundays nor between the hours of 12:00 A.M. and 11:00 A.M. on all other days.
 - (c) No organization may receive a permit or a combination of specialevent beer permits covering more than 30 calendar days in a calendar year.
 - (d) One application may be used to obtain a permit for more than one event during the same calendar year if the application contains the information required for each event.

<u>SECTION 20</u>. Chapter 4, Article IV, Division 2, Section 4-52 of the Murfreesboro City Code is amended by deleting this section in its entirety and in lieu thereof adopting the following:

Section 4-52 Application for permit; fee.

- (A) The owner of any business or other entity desiring to sell, distribute, manufacture, or store beer within the City, or an authorized agent thereof, shall file a written application for the desired permit in person with the City Recorder. Applicants seeking multiple permits or multiple classes of permit must submit a separate application for each permit sought.
- (B) The written application shall be made on such form as the Board shall prescribe and furnish.
- (C) Each application for a permit, other than a special-event beer permit, shall be accompanied by a non-refundable application fee of \$250.00. Applications for special-event beer permits, including applications

- seeking a permit covering more than one event, shall be accompanied by a non-refundable application fee of \$50.00.
- (D) No completed application will be presented to the Board for consideration unless the City Recorder has had at least ten (10) days to review and process the application; provided, however, the Board may waive this requirement and consider a completed application if the Board deems such action appropriate under the circumstances.
- (E) The applicant shall certify that the applicant has read and is familiar with the provisions of this article.
- (F) An applicant shall disclose the following information in the application:
 - (1) Name of the applicant;
 - (2) Name of applicant's business;
 - (3) Location of business by street address or other geographical description to permit an accurate determination of conformity with the requirements of this section;
 - (4) If beer will be sold at two or more restaurants or other businesses at the same location pursuant to the same permit, a description of all such businesses;
 - (5) Persons having at least a 5% ownership interest in the applicant;
 - (6) Identity and address of a representative to receive annual tax notices and any other communication from the City;
 - (7) Whether any person having at least a 5% ownership interest in the applicant or any person to be employed in the distribution or sale of beer has been convicted or any violation of the laws regulating the possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude within the past ten (10) years;
 - (8) The class of permit requested; and
 - (9) Such other relevant information as may be required by the City.
- (G) Any individual whose ownership interest in the applicant equal to or exceeding fifty percent (50%) must present proof that they are either: a citizen or lawful resident; of the United States; a foreign national authorized to work in the United States; or a foreign national authorized to invest in a bona fide enterprise in the United States. If no individual has an ownership interest in the applicant equal to or exceeding fifty percent (50%), then the applicant's manager must present proof that they are either: a citizen or lawful resident; of the United States; a foreign national authorized to work in the United States; or a foreign national authorized to invest in a bona fide enterprise in the United States. Applicants may satisfy this requirement by presenting any of the following official documents for inspection by the City Recorder: (1) a U.S. Passport or Passport Card; (2) a Permanent Resident Card ("Green Card"); (3) a birth certificate issued by: (a) the United States government; or (b) the government of any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any other territory or possession of the United States, or (4) the appropriate visa document.
- (H) An applicant for an on-premises or combined retail permit must establish that the number of parking spaces on the applicant's premises meets or exceeds the applicable requirements established by the City's Zoning Ordinance.

- (I) An applicant for a special-event beer permit shall apply for a special event permit pursuant to City Code § 21-64 from the City at least sixty (60) days prior to the scheduled event.
- (J) The applicant shall authorize the City to conduct a background investigation of the applicant and shall waive any right the applicant may have to privacy concerning arrests reflecting on the moral character of the applicant.
- (K) An applicant shall amend or supplement the application promptly if prior to the Board's consideration of the application, a change in circumstances alters or otherwise affects the information contained in the application.
- (L) Any applicant whom the Board or Hearing Officer determines has made a false statement or misrepresented a material fact in any application with the intent to deceive the City or its officers and employees shall forfeit any permit issued to the applicant and shall not be eligible to receive any permit for a period of ten years.
- (M) Where the Board has denied a person's application three times, the person shall not be allowed to apply again for a permit on the same premises until after the expiration of one year from the date of the third denial.
- (N) The City Recorder may waive the fees imposed by this section where:
 - (1) A permit holder applies for a new permit based solely upon a change of the name under which the business operates with no change whatsoever in the ownership, type, or location of the business; or
 - (2) A permit holder applies for a new permit based solely upon a change of the permit holder's legal name, with no change whatsoever in the ownership, type, or location of the business,

provided that in either circumstance the change in name does not also require the permit holder to obtain a new certificate of occupancy from the City's Building and Codes Department. A permit holder applying for a new permit based solely upon a change of the permit holder's legal name shall present to the City Recorder, in the case of an individual, a court order changing the individual's legal name, or, in the case of a corporation, limited liability company, limited liability partnership, limited partnership, or partnership, a certified copy of the amendment form filed with the Tennessee Secretary of State changing the entity's legal name.

<u>SECTION 21</u>. Chapter 4, Article IV, Division 2, Section 4-53 of the Murfreesboro City Code is amended at subsection (A) by deleting this subsection in its entirety and in lieu thereof adopting the following:

Section 4-53 Applicant criminal background check.

(A) An applicant, along with any individual holding at least a 5% ownership interest in the applicant, must submit to a fingerprint-based criminal background check through the Tennessee Bureau of Investigation's Tennessee Application Processing Services (TAPS) program. The results of such checks shall be sent directly to the City as the originating agency as authorized by T.C.A. § 57-5-103.

<u>SECTION 22</u>. Chapter 4, Article IV, Division 2, Section 4-54 of the Murfreesboro City Code is amended by deleting this section in its entirety and in lieu thereof adopting the following:

Section 4-54 Applicant – Compliance with other provisions of City Code.

- (A) No beer permit shall be issued to any applicant for a specific location where there exists one or more signs that are in violation of the sign ordinance of the City.
- (B) No beer permit shall be issued to any applicant who occupies or proposes to occupy premises for the sale of beer where conditions exist on such premises that are in violation of the building, fire, electrical, mechanical, gas, and property maintenance codes adopted by the City, to the extent applicable under the circumstances; provided, however, the Board may conditionally approve an application subject to the condition that the premises pass all required building and code inspections before the City Recorder may issue the requested permit.
- (C) No beer permits shall be issued to any applicant for a specific location unless the proposed use complies with the City's Zoning Ordinance or the property owner has obtained a variance or special use permit for the proposed use.
- (D) If a particular event requires an applicant to obtain a permit issued pursuant to the City's special event ordinance or enter into a use agreement with the City, no special event beer permit shall be issued to any applicant for such event unless the applicant has first obtained a special event permit from the City Manager or entered into a use agreement with the City; provided, however, the Board may conditionally approve an application for a special event beer permit subject to the condition that the City Manager approves the special event permit.
- (E) This section shall not apply with respect to any applicant for an onpremises retail permit for state-owned property.

<u>SECTION 23</u>. Chapter 4, Article IV, Division 2, Section 4-55 of the Murfreesboro City Code is amended at subsections (D), (F) and (G) by deleting these subsections in their entirety and in lieu thereof adopting the following:

Section 4-55 Approval of application; denial of application; issuance of permit.

- (D) The Board shall not approve an application unless the applicant establishes to the satisfaction of a majority of the Board's members that:
 - (1) All individuals having at least a 50% ownership interest in the applicant are either citizens or lawful residents of the United States, foreign nationals authorized to work in the United States or foreign nationals authorized to invest in a bona fide enterprise in the United States at the time which the application is made to the City Recorder;
 - (2) No beer will be sold except at places where such sale will not cause congestion of traffic or interference with schools, places of worship, or other places of public gathering, or otherwise interfere with public health, safety, and morals;
 - (3) No sale of beer shall be made to any person under 21 years of age;
 - (4) No person having at least a 5% ownership interest in the applicant has been convicted within the past ten years of: (i) violating any federal, state, or local law the possession, sale, manufacture, or transportation of beer or other alcoholic beverages; or (ii) any crime involving moral turpitude;
 - (5) No person who is or will be employed by the applicant in the manufacture, storage, distribution, or sale of beer has been convicted within the past ten years of: (i) violating any federal,

- state, or local law the possession, sale, manufacture, or transportation of beer or other alcoholic beverages; or (ii) any crime involving moral turpitude; and
- (6) No sale shall be made for on-premises consumption unless the application so states.
- (F) In determining whether or not the applicant's proposed business will cause or be likely to cause congestion of traffic, interference with schools, places of worship, or other places of public gathering, or will interfere with or be likely to interfere with, injure or adversely affect the public health, safety and morals for the purposes of this section, the Board is expressly authorized and required to take into consideration all facts, conditions and circumstances that may be relevant to such the inquiry in a particular case.
- (G) No new permit shall be issued to permit the sale of beer on the same premises until after the expiration of one (1) year from the date the revocation becomes final and effective; provided, however, the Board, in its discretion, may determine that issuance of a new permit before the expiration of one year from such date is appropriate, if the person applying for such issuance is not the person that held the previously revoked permit or any family member who could inherit from such individual under the statute of intestate succession.

<u>SECTION 24</u>. Chapter 4, Article IV, Division 2, Section 4-57 of the Murfreesboro City Code is amended at subsections (A), (D) and (F) by deleting these subsections in their entirety and in lieu thereof adopting the following:

Section 4-57 Permit – Not transferrable; permitted locations for consumption; termination of business.

- (A) A permit shall remain valid for as long as the permit holder conducts business at the premises for which it was issued, provided that such permit is not revoked or suspended pursuant to Section 4-61 of this Chapter or the permit holder no longer conducts business at the premises for which the permit was issued.
- (D) A permit is valid only for a single location, except as provided in subsection (E) of this section and cannot be transferred to another location. A permit shall be valid for all decks, patios, and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located and that are operated by the business.
- (F) A permit shall automatically expire upon termination of the business, a change in ownership, the relocation of the business, or a change in the name of the business. A permit holder must return the permit to the City Recorder within 15 days of termination of the business, a change in ownership, the relocation of the business, or a change in the name of the business; provided, however, failure to return the permit shall have no effect on the automatic expiration of the permit under such circumstances.

<u>SECTION 25</u>. Chapter 4, Article IV, Division 2, Section 4-58 of the Murfreesboro City Code is amended at subsection (A) by deleting this subsection in its entirety and in lieu thereof adopting the following:

Section 4-58 Permit - Caterers; notice requirements; location restrictions.

(A) A person holding a caterer permit must give advanced written notice to the City Recorder via email, facsimile, or U.S. mail at least five (5)

business days before each event catered by the permit holder for which beer will be sold and consumed. Such notice shall include the date, time, and location of the event and identify the person that has contracted with the permit holder to cater the event.

<u>SECTION 26</u>. Chapter 4, Article IV, Division 2, Section 4-59 of the Murfreesboro City Code is amended at subsections (A), (E), (M) and (O) by deleting these subsections in their entirety and in lieu thereof adopting the following:

Section 4-59 Prohibited activity.

- (A) Sale of beer to persons under the age of 21 prohibited.
- (E) Hours of sale. No permit holder nor any employee thereof shall sell beer or permit beer to be sold or consumed on the permit holder's premises between the hours of 3:00 A.M. and 10:00 A.M. on Sundays and between the hours of 3:00 A.M. and 6:00 A.M. on any other day. This subsection (E) shall not apply to beer sold pursuant to a special-event beer permit nor to beer sold by hotels via locked in-room units operated in accordance with T.C.A. § 57-5-107.
- (M) Failure to pay privilege tax. No permit holder shall fail to pay the privilege tax imposed pursuant to T.C.A. § 57-5-104 and Section 4-60 of this Chapter.
- (O) Failure to maintain required records. No permit holder shall fail to comply with recordkeeping requirements established by Code § 4-56 of this article or fail to make such records available for inspection by the City Recorder or the City Recorder's designee.

<u>SECTION 27</u>. Chapter 4, Article IV, Division 2, Section 4-60 of the Murfreesboro City Code is amended at subsection (B) by deleting this subsection in its entirety and in lieu thereof adopting the following:

Section 4-60 Privilege tax.

(B) The City Recorder shall mail written notice to each permit holder of the payment date of the annual tax at least 30 days prior to January 1. Notice shall be mailed to the address specified by the permit holder on the permit application. If a permit holder does not pay the tax by January 31 or within 30 days after written notice of the tax was mailed, whichever is later, the City Recorder shall notify the permit holder by certified mail that the tax payment is past due. If a permit holder does not pay the tax within ten (10) days after receiving notice of its delinquency by certified mail, then the Board may suspend or revoke the permit or impose a civil penalty in accordance with the procedures set forth in this article and T.C.A. § 57-5-108.

<u>SECTION 28</u>. Chapter 4, Article IV, Division 2, Sections 4-61, 4-62, 4-63 and 4-64 of the Murfreesboro City Code are amended by deleting these sections in their entirety and in lieu thereof adopting the following:

Section 4-61 Revocation or suspension of permit; civil penalties.

(A) Authority to revoke or suspend. The Board is granted the authority to revoke or suspend any beer permit, or to refer to a Hearing Officer to adjudicate issues relating to the suspension or revocation of a beer permit, where the permit holder: (1) has violated any of the provisions of Article III or IV of this chapter; (2) has been found guilty of violating one or more provisions of the Murfreesboro City Code, other than Article III or IV of this chapter, three or more times in a 12-month period; (3) is convicted of any violation of the laws of the United States or the state prohibiting or regulating the manufacture,

sale, possession, storage, or transportation of beer or other alcoholic beverages; or (4) is convicted of a crime involving moral turpitude.

- (B) Length of suspension; permanent revocation.
 - (1) Discretion of Board or Hearing Officer. Except as otherwise provided by this article or state law, the Board or Hearing Officer may exercise discretion in determining whether to suspend or revoke a permit and in determining the appropriate length of a suspension under the circumstances presented in each case. In making these determinations, the Board or Hearing Officer shall consider the effects of any sanction previously imposed against the permit holder.
 - (2) Minimum and maximum suspensions.
 - (a) First and second offense in a 12-month period.

 Notwithstanding subsection (B)(1) and except as otherwise provided in this section, no permit shall be suspended for more than ten (10) days, if the violation is by the permit holder or the permit holder's manager, or for more than five (5) days, if the violation is by a permit holder's non-managerial employee.
 - (b) Subsequent offenses in a 12-month period.

 Notwithstanding subsection (B)(1) and except as otherwise provided in this section, a permit shall be revoked or suspended for a minimum of three (3) days if either the permit holder, the permit holder's manager, or any of the permit holder's employees has committed more than two (2) violations of this article in the previous 12 months.
 - (3) Suspension of permit for failure to remit wholesale beer tax. Notwithstanding subsection (B)(2), the Board or Hearing Officer may suspend the permit of a permit holder engaged in the sale of beer at wholesale for up to 30 days for each violation of T.C.A. § 57-6-104.
 - (4) Revocation.
 - (a) Except as otherwise provided in this article, no permit may be revoked unless the permit holder has committed at least two violations of this article in a 12-month period.
 - (b) Except as otherwise provided by this article or state law, the Board or Hearing Officer shall revoke a permit holder's permit if either the Board or Hearing Officer finds that beer has been sold on the permitted premises to persons under the age of 18 on two or more occasions in a 12-month period or on three or more occasions in a 24-month period.
 - (c) The Board or Hearing Officer shall revoke all permits issued to a permit holder upon finding that the permit holder made a false statement or misrepresented a material fact in any application for a permit with the intent to deceive the City or its officers and employees.
- (C) Exception; sale by a responsible vendor's clerk to person under the age of 21.
 - (1) A permit shall not be revoked or suspended because of the sale of beer to a person under the age of 21 if, at the time of the sale: (a) the permit holder was a responsible vendor; and (b) the clerk who made the sale was a certified clerk or had been employed by the permit holder for 61 days or less.

- (2) Notwithstanding subsection (1), if the Commission revokes the permit holder's responsible vendor's certification pursuant to T.C.A. § 57-5-608(b) because the permit holder had knowledge of or should have known about the violation, or participated in or committed the violation, the permit holder shall be punished under this section as if the vendor were not certified as a responsible vendor at the time of the sale.
- (D) Exception; sale by vendor not certified as a responsible vendor to person between 18 and 21 years of age.
 - (1) A permit shall not be revoked because the permit holder or the permit holder's employee or agent sells beer to a minor over the age of 18 years, if such minor exhibits an identification, false or otherwise, indicating the minor's age to be 21 or over, if the minor's appearance as to maturity is such that the minor might reasonably be presumed to be of such age and the minor is unknown to such person making the sale.
 - (2) In the case of an illegal sale such as that described in subsection (D)(1), a permit holder's permit may be suspended for a period not to exceed ten days or a civil penalty up to \$1,500.00 may be imposed.
- (E) Civil penalty—responsible vendor. Notwithstanding subsection (C)(1), the Board or Hearing Officer may impose a civil penalty not to exceed \$1,000.00 for each offense of selling or permitting the sale of beer to a person under the age of 21 or for any other violation of this article or applicable state law. A penalty imposed under this subsection shall be paid within seven (7) days of the imposition of the penalty. Failure to pay the penalty within seven (7) days shall constitute a violation of this article subject to prosecution under Section 4-44 of this Chapter.
- (F) Civil penalty—Vendor not certified as a responsible vendor.
 - (1) The Board or Hearing Officer may, at the time it imposes a revocation or suspension, offer a permit holder the alternative of paying a civil penalty not to exceed \$2,500.00 for each offense of making or permitting to be made any sales to minors, or a civil penalty not to exceed \$1,000.00 for any other offense. If a civil penalty is offered as an alternative to revocation or suspension, the holder shall have seven days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn. The permit holder's payment of a civil penalty shall not affect the holder's ability to seek review of the civil penalty pursuant to state law.
- (G) Hearing required. Unless the public hearing is waived by the permit holder, no permit shall be revoked, suspended or penalty imposed until a public hearing is held either before the Board or Hearing Officer after reasonable notice to all the known parties in interest.
- (H) *Initiation of proceedings*. The Chief of Police, the City Recorder, or any member of the Board may initiate revocation or suspension proceedings.

Section 4-62 Loss of Clerk's certification for sale to minor.

If the Board or Hearing Officer determines that a clerk of a permit holder certified as a responsible vendor sold beer to a minor, the City Recorder shall report the name of the clerk to the Commission within 15 days of determination of the illegality of the sale.

Section 4-63 Required notice to commission of suspension or revocation of manufacturer, on-premises retail, and combined retail permits.

As required in T.C.A. § 57-1-214(b), whenever the Board or Hearing Officer suspends or revokes a manufacturer, on-premises retail, or combined retail permit, the City Recorder or the City Recorder's designee shall notify the Commission's executive director by certified mail, return receipt requested, of the action taken by the Board or Hearing Officer. Such notice shall include the record of evidence and the determination made in suspending or revoking the permit.

Section 4-64 Required action upon notification by commission of suspension or revocation of license.

- (A) Upon the Board's receipt of a certified letter, return receipt requested, from the Commission providing notice that the Commission has suspended or revoked the license of an establishment located within the City for a violation of Chapter 4, Title 57 of the Tennessee Code, the City Recorder may temporarily suspend the establishment's beer permit(s) and shall:
 - (1) Schedule a hearing before a Hearing Officer or the Board to be held at least 14 days following the date the local beer board receives the certified letter to provide an opportunity for the permit holder to appear and show cause why the permit to sell beer on the premises should not be suspended or revoked for a violation or violations as provided in Chapter 4, Title 57 of the Tennessee Code, based on actions taken by the Commission; and
 - (2) Notify the individual or business entity, which is listed as the permit holder at the same location where the alcoholic beverage license had been suspended or revoked, of the date and time of the hearing.
- (B) If at such hearing, the Hearing Officer or Board finds that a sufficient violation or violations have occurred as provided in Chapter 4, Title 57 of the Tennessee Code, at such location, then the Hearing Officer or Board may suspend or revoke the permit to the same extent and at least for the same period of time as the Commission has suspended or revoked the license of the establishment.
- (C) If the permit holder fails to appear or decides to surrender the permit to the Board in lieu of appearing at the hearing, the permit may be suspended or revoked by the Board; provided, that if the permit is suspended or revoked, no permit to sell beer or malt beverages on the premises shall be issued by the Board to any person for the location where the commission had suspended or revoked the license for the period of time included in the decision of the Commission.
- (D) A decision of the Hearing Officer or Board made pursuant to this section is final, and any party aggrieved thereby may appeal the decision of the local beer board in accordance with T.C.A. § 57-5-108.

<u>SECTION 29</u>. Chapter 4, Article IV, Division 2, Section 4-65 of the Murfreesboro City Code is amended by deleting this section in its entirety and in lieu thereof adopting the following:

Section 4-65 Sale of beer via delivery service by breweries, restaurants, and taverns holding a city-issued beer permit.

Breweries, restaurants and taverns holding a manufacturer beer permit, an on-premises retail beer permit, or a combined retail beer permit issued by the City may sell beer within the City limits via delivery service, subject to the following regulations:

- (A) Any sale of beer under this section is for consumption off the premises of the brewery, restaurant, or tavern only. In the case of sale by a restaurant or tavern, beer may be sold pursuant to this section only if sold in conjunction with the sale of prepared food or other food products as part of the same order and only if the dollar value of the food portion of the sale constitutes at least 50% of the total dollar value of the order.
- (B) Beer sold under this section must be contained in a metal, glass or plastic container with a secure top affixed to the container to prevent consumption without removing or breaking the top.
- (C) Single servings of beer and multi-serving bottles or containers of beer normally sold by the brewery, restaurant, or tavern may be sold under this section.
- (D) A brewery, restaurant, or tavern selling beer under this section shall prominently post a warning in a manner reasonably calculated to provide notice to customers of open container laws, which must include the following language from T.C.A. § 55-10-416, as may be amended from time to time: "No driver shall consume any alcoholic beverage or beer or possess an open container of alcoholic beverage or beer while operating a motor vehicle in this state."
- (E) An employee or contractor of a brewery, restaurant, or tavern providing or delivering beer to a customer under this section shall not provide or deliver such beverages to any person under 21 years of age and may not provide or deliver such beverages to a person who is visibly intoxicated. Any such employee providing or delivering beer shall visually inspect a valid government-issued document deemed acceptable to the permit holder that includes the photograph and birth date of the adult consumer attempting to make an alcoholic beverage purchase and confirms that the person is at least 21 years of age. In addition, delivery made pursuant to this section may be made only to the physical address indicated by the individual placing the delivery order, and the delivery must be documented by a verification of the delivery signed by the individual who placed the order. Any person denied delivery pursuant to this subsection (E) shall not be entitled to a refund of any delivery charge assessed for the purpose of such delivery.
- (F) A person delivering beer under this section shall be at least 21 years of age and must have a valid driver license.
- (G) Beer sold under this section may be sold only during the permitholder's normal operating hours and in accordance with the provisions of this Code regarding hours of service. In addition, beer sold under this section may be delivered only within the City's corporate limits.
- (H) For any order where the amount of beer delivered exceeds two gallons (256 fluid ounces), the permit holder shall maintain for inspection by any law enforcement official a copy of the customer's order indicating: (1) the name of the recipient of the beer; (2) the address where the beer was delivered; and (3) the amount of beer delivered. Such records must be maintained for six months.
- (I) For purposes of this section, "delivery service" includes, without limitation, delivery by a third-party delivery service licensed by the Tennessee Alcoholic Beverage Commission."

<u>SECTION 30</u>. Chapter 4, Article IV, Division 3, Section 4-80 of the Murfreesboro City Code is amended at subsection (A) by deleting this subsection in its entirety and in lieu thereof adopting the following:

Section 4-80 Pre-hearing conference.

(A) The Hearing Officer on the officer's own motion, or upon motion of one of the parties, may direct the parties and/or attorneys of the parties to appear before the Hearing Officer for a pre-hearing conference not less than three (3) days before the date of the hearing.

<u>SECTION 31</u>. Chapter 4, Article IV, Division 3, Section 4-81 of the Murfreesboro City Code is amended at subsection (A) by deleting this subsection in its entirety and in lieu thereof adopting the following:

Section 4-81 Subpoenas.

(A) At least five (5) working days prior to the date of the hearing, all parties shall provide the Clerk with a list of the individuals they wish to have subpoenaed to appear at the hearing. The Clerk has the discretion to determine whether any subpoenas not timely requested under this provision shall issue. It shall not be a basis for requesting a continuance that a witness subject to a subpoena requested in an untimely manner failed to appear at the hearing.

<u>SECTION 32</u>. Chapter 4, Article V, Section 4-87 of the Murfreesboro City Code is amended at subsections (B) and (D) by deleting these subsections in their entirety and in lieu thereof adopting the following:

Section 4-87 Nudity on premises where beer is offered for sale.

- (B) Any violation of this section shall constitute a civil offense and shall upon conviction, be punishable by a penalty under City Code § 1-8, in addition to or in lieu of any other penalty or remedy established in this article.
- (D) If the owner, operator, licensee, lessor, lessee, manager, employee, or any other person participating in the operation of a commercial establishment located within the City at which alcoholic beverages are offered for sale for consumption on the premises shall be convicted of any of the offenses designated in Section 4-87 as set forth herein, then the City Recorder shall notify the Tennessee Alcoholic Beverage Commission and request the liquor permit be revoked.

SECTION 33. Chapter 4, Article V, Section 4-88 of the Murfreesboro City Code is amended at subsections (C) and (G) by deleting these subsections in their entirety and in lieu thereof adopting the following:

Section 4-88 Sexually-explicit entertainment and conduct prohibited where beer is offered for sale.

- (C) No permit holder, either knowingly or through the negligent supervision of an employee or agent, shall allow any person on the permitted premises to:
 - (1) Engage in any sexual conduct as defined above;
 - (2) Simulate through the use of an artificial device or object any sexual conduct;
 - (3) Expose a person's genitals, anus, or pubic area to public view;
 - (4) Wear or use any device or covering that is visible to others and simulates the genitals, anus, pubic hair or any portion thereof; or
 - (5) Touch, caress, or fondle the breast, genitals, anus, or exposed buttocks of any other person.

These general prohibitions notwithstanding, the foregoing subsections (2), (3), (4), and (5) shall not apply to any artistic performance or exhibition that, when taken as a whole, expresses matters of serious literary, artistic, scientific or political value; is not in violation of state or federal law regarding pornography or obscenity; and occurs on a premises that is not predominantly used for sexually oriented adult entertainment.

A premises used predominantly for sexually oriented entertainment includes, without limitation, any location regulated as a sexually oriented business under Section 32 of the City's Zoning Ordinance.

(G) Any violation of this section shall constitute a civil offense and shall upon conviction, be punishable by a penalty under City Code § 1-8, in addition to or in lieu of any other penalty or remedy established in this article.

<u>SECTION 34</u>. Chapter 4, Article VI, Section 4-90 of the Murfreesboro City Code is amended by deleting this section in its entirety and in life thereof adopting the following:

Section 4-90 Beer, wine and other alcoholic beverages on City property.

It shall be lawful to possess, use or consume beer, wine or any other alcoholic beverage on any City owned property only if said possession, use or consumption has been authorized by and complies with the City's applicable rules on possession, use or consumption for that property. These rules shall be adopted by the Council by resolution after receiving recommendations from the department and, if applicable, the board or commission, having jurisdiction over the property. These rules may be of general applicability or may be specific to a location or an event. They may, but are not required to, be contained in a lease, use agreement or other contract. They may, but are not required to, be posted on the property.

In the absence of a resolution authorizing the possession, use or consumption of beer, wine or another alcoholic beverage on a specific City property, any such possession, use or consumption is unlawful.

For property owned by the City and leased to another entity, the lessee shall be responsible for enforcing the City's rules for possession, use and consumption of beer, wine and any other alcoholic beverages on the premises and for enforcing applicable laws and regulations of the State of Tennessee and laws of the City.

Under no circumstances are individuals possessing alcoholic beverages allowed to be on the public streets, sidewalks, or other public rights-of-way adjacent to City-owned property unless the alcohol is served by a licensed establishment that adjoins a City sidewalk and has obtained a permit or license to allow its patrons to possess open containers of alcohol and to consume alcohol on the City sidewalk within a clearly defined area. Any person in violation of this section shall be punished in accordance with City Code § 1-8.

Nothing in this section shall in any way affect or lessen the rules and regulations governing the possession, use or consumption of alcohol by City employees.

<u>SECTION 35</u>. Chapter 4, Article VII, Section 4-93 of the Murfreesboro City Code is amended by deleting this section in its entirety and in lieu thereof adopting the following:

Section 4-93 Violations.

Except as otherwise provided in this chapter, any violation of this article shall constitute a civil offense and shall, upon conviction, be punishable by a penalty under City Code § 1-8, in addition to or in lieu of any other penalty or remedy established in this chapter. Each day a violation shall be allowed to continue shall constitute a separate offense.

SECTION 36. The captions and headings of the sections throughout this Ordinance are intended solely to facilitate reading and reference to the sections and provisions of this Ordinance. Such captions shall not affect the meaning or interpretation of this Ordinance.

SECTION 37. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1st reading	
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
Erin Tucker City Recorder	Adam F. Tucker City Attorney

SEAL

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title:	Hangar Area Planning Work Authorization				
Department:	Airport				
Presented by:	Chad Gehrke, Airport Director				
Requested Counc	cil Action:				
	Ordinance				
	Resolution				
	Motion	\boxtimes			
	Direction				

Summary

Consider Work Authorization for Hangar Area Planning document.

Staff Recommendation

Approval of Work Authorization with Barge Design Solutions for the creation of a planning document for the ultimate build out of the hangar development area between Taxiways E and F.

Information

Background Information

The current Airport Layout Plan approved by the Federal Aviation Administration, Tennessee Aeronautics Division, and adopted by the City of Murfreesboro in 2013 identifies the north end of the airport as the site for the development of various sized hangars to meet the high demand for aircraft storage facilities. Barge Design Solutions is currently under contract to assist the City with construction of the first phase of this development area. The proposed Work Authorization will provide a planning document that will provide the City basic plans and most importantly estimated costs for the development of the other remaining phases. This document will assist in future financial planning and coordination efforts with the various utilities over time.

Council Priorities Served

Improve economic development

The development of the north end of the Murfreesboro Municipal Airport will provide economic development opportunities which will contribute jobs and revenue opportunities for the City as well as the Airport.

Fiscal Impact

The maximum fee of \$67,962 for the Hangar Area Planning Work Authorization will come from the Airport Fund – Professional Services budget item.

Attachments

Barge Design Solutions Work Authorization.



WORK AUTHORIZATION NO. 2024-03 MURFREESBORO MUNICIPAL AIRPORT

HANGAR EXPANSION AREA PLANNING

It is agreed to undertake the following work in accordance with the provisions of the Owner-Engineer Agreement between the City of Murfreesboro, Tennessee ("OWNER") and Barge Design Solutions, Inc. ("ENGINEER") dated January 1, 2021.

Scope of Services

The Engineer shall provide Planning Services for Layout of Ultimate Development of the north hangar expansion area including the additional 5 Acres +/- purchased by the airport and located on the west side of the airport in the area formerly occupied by the McKnight Park Large Soccer Field. See attached Exhibit "A" for a more detailed description of services to be provided.

Time of Performance

Refer to Exhibit B, Section II for the Preliminary Project Schedule.

Compensation

A total compensation budget of \$67,962 is proposed for this project. See the attached Exhibit "C" for a full budget itemization.

Agree as to Scope of Services, Time of Performance and Compensation:

CITY OF MURFREESBORO	BARGE DESIGN SOLUTIONS
	Morlel Jr. Cole
Name	Name
Date:	Date: 10/14/2024



EXHIBIT "A"

SCOPE OF SERVICES

WORK AUTHORIZATION NO. 2024-03

MURFREESBORO MUNICIPAL AIRPORT

HANGAR EXPANSION AREA PLANNING

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

- A. Planning for layout of development of future hangars on the west side of the airfield
- B. Provide opinion of probable construction cost for the construction of the approved layout

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – DESIGN CRITERIA AND REQUIREMENTS

The most current versions at the time of this agreement of the following design criteria and standards, as well as other applicable standards will be used for design and execution of the PROJECT:

• FAA AC 150/5300-13B Airport Design

• 14CFR Part 77 Safe, Efficient Use, and Preservation of Navigable Airspace

SECTION II – GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee proposal included herein as Exhibits B and C for providing the services detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal, schedule and the Scope of Services.

1. This scope and fee is limited to the Planning Services for this project.



Tentative Project Schedule

The following <u>Tentative</u> milestone schedule has been established for this project:

•	Barge WA Submitted to MBT	August 2, 2024
•	Client Approval of WA	August 15, 2024
•	Kick Off Meeting with Client	November 1, 2024
•	Draft Document Review Meeting	December 15, 2024
•	Final Document Review Meeting	January 15, 2025
•	Final Documents	February 3, 2025

SECTION III - SERVICES OF THE ENGINEER

To develop the Scope of Services and associated fees, the work has been divided into various phases. This section presents the specific phases to be undertaken in this Scope of Services. The work phases will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff, and Field Staff. The individual work tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Where pertinent, staff assignments are included in the description of the work tasks.

The ENGINEER will perform for the above-named PROJECT professional services as hereinafter set forth:

BASIC SERVICES

PROJECT DEVELOPMENT SERVICES

The ENGINEER will meet with the owner to develop the project scope and prepare a written work authorization to complete the scope of services identified.

PLANNING SERVICES

The ENGINEER will conduct a kick-off meeting with the OWNER to identify needs for the ultimate development of the property. Five (5) scenarios will be evaluated as follows:

 Development needs if Middle Tennessee State University (MTSU) maintains its' operations at MBT.



- Development needs if MTSU relocates its' operation elsewhere and vacates its' facilities at MBT
- Development Option assuming a need for hangar space for larger/heavy aircraft
- Development Option assuming a need for primarily smaller aircraft (T-hangars)
- Development Option which combines the needs outlined above

The ENGINEER will prepare layout sheets of the 5 options which will include the following drawings:

- Existing Conditions with Utilities
- Layout Option 1 MTSU Stays
- Layout Option 2 MTSU Vacates
- Layout Option 3 Heavy Corporate Development
- Layout Option 4 Light Aircraft (T-Hangars)
- Layout Option 5 Final Combined Layout for Board and City Approval

The drawings will be prepared in Draft form to be followed by a review meeting with the owner to collect comments and discuss possible modifications as necessary.

The ENGINEER will take comments received at the Draft document review meeting and incorporate such into a Final Draft for owner review, including another review meeting.

Once the Final Draft documents have been reviewed and any final modifications made, the ENGINEER will prepare the final planning documents for the OWNER'S use.

CITY PERMITTING AND UTILITY COORDINATION

The ENGINEER will coordinate with local utility companies regarding plans to install new utilities at the site. Utilities to be coordinated will include water, sewer, and underground electrical.

The ENGINEER will submit the plans to the City of Murfreesboro for planning review and site plan approval in accordance with City regulations.

Two plan submittals and rounds of comments are anticipated. One at the First Draft stage and one at the Final Draft stage.

OPINION OF PROBABLE CONSTRUCTION COST

The ENGINEER will prepare an opinion of probable construction cost for the selected development alternative. The ENGINEER will determine the appropriate bid items, methods of measurement and payment. The Owner understands that Barge has no control over the cost or availability of labor, equipment, materials, over-market conditions, or the contractor's method



of pricing, and that Barge's EOPCC is modeled on the basis of Barge's professional judgement and experience. Barge makes no warranty, expressed or implied, that the bids or negotiated cost of the work will not vary from Barge's EOPCC.

GENERAL PROJECT SERVICES

The following general project services fall under more than one of the Phases outlined above. As such, compensation for these tasks is distributed throughout the respective Phases under which they fall.

Project Management and Administration

The ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, FAA and TDOT, and other federal, state and local agencies. The ENGINEER will work closely with identified project stakeholders to ensure that the OWNER's goals and objectives are met within the agreed upon schedule.

Quality Program

Engage Subject Matter Specialists and provide milestone reviews and incorporation of comments in accordance with the ENGINEER's Quality Program. In addition, review comments provided by the OWNER, FAA, TDOT and other agencies reviews of deliverables will be incorporated as appropriate.



EXHIBIT "B"

COMPENSATION

WORK AUTHORIZATION NO. 2024-03

MURFREESBORO MUNICIPAL AIRPORT

HANGAR EXPANSION AREA PLANNING

BASIC SERVICES

1. The ENGINEER shall be compensated for <u>Project Development Services</u> identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 3,884.00

2. The ENGINEER shall be compensated for <u>Planning Document Preparation and Coordination</u> identified in the Scope of Services by the Owner. Said total compensation shall be a lump sum fee of:

\$ 64,078.00



EXHIBIT "C" SUMMARY OF PROFESSIONAL FEES WORK AUTHORIZATION NO. 2024-03 MURFREESBORO MUNICIPAL AIRPORT HANGAR EXPANSION AREA PLANNING

Please refer to the attached Fee Proposal

A & E FEE PROPOSAL

Murfreesboro Municipal Airport Murfreesboro, Tennessee



Barge Design Solutions

July 23, 2024

\$256.19

\$64,078.00

3741910 Project Number: TAD Number MBT HANGAR AREA EXPANSION PLANNING NUMBER OF NUMBER OF **HOURLY RATE** EXTENDED TOTAL SECTION A: BASIC FEE FOR AIRPORT DEVELOPMENT SHEETS **HOURS** UNIT COST COST COST 1. PROJECT DEVELOPMENT A. PRINCIPAL (P) \$90.84 \$90.84 B. PROJECT MANAGER (PM) 8 \$71.50 \$571.97 C. CIVIL ENGINEER (CE) \$63.17 \$126.33 D. ENGINEERING INTERN (EI) 0 \$31.58 \$0.00 E. ELECTRICAL ENGINEER (EE) 0 \$76.49 \$0.00 F. ARCHITECT(A) 0 \$73.79 \$0.00 G. SENIOR AVIATION PLANNER (SAP) 6 \$52.42 \$314.54 H. ENVIRONMENTAL PLANNER (EP) 0 \$59.21 \$0.00 I. DESIGNER/DRAFTING (D) \$43.59 \$0.00

I. DESIGNER/DRAFTING (D)			0	\$43.59	\$0.00	
J. SECRETARIAL/TYPIST (S)			0	\$34.82	\$0.00	
K. RESIDENT PROJECT REP. (RPR)			0	\$41.64	\$0.00	
PROJECT DEVELOPMENT PHASE DI	RECT LABOR:				\$1,103.69	
COMBINE	D OVERHEAD:	204.78%			\$2,260.13	
J. DOCUMENTS SETS	0	0		\$0.10	\$0.00	
K. SHIPPING SETS	0			\$15.50	\$0.00	
L. TRIPS MILES	68	0		\$0.670	\$0.00	
M. FLIGHTS		0		\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE		0		\$12.75	\$0.00	
PROJECT DEVELOPMENT PHAS	E EXPENSES:				\$0.00	
	SUBTOTAL:					\$3,363.82
OPERA	TING MARGIN:	15%				\$504.57
FCCM (APPLIED TO DIRECT L	ABOR ONLY):	1.41%				\$15.56
TOTAL PROJECT DEVELOP	MENT PHASE:					\$3,884.00
2. DESIGN PHASE						
A. PRINCIPAL (P)			0	\$90.84	\$0.00	
B. PROJECT MANAGER (PM)			50	\$71.50	\$3,574.83	
C. CIVIL ENGINEER (CE)			36	\$63.17	\$2,274.00	
D. ENGINEERING INTERN (EI)			0	\$31.58	\$0.00	
E. ELECTRICAL ENGINEER (EE)			0	\$76.49	\$0.00	
F. ARCHITECT)A)			0	\$73.79	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)			92	\$52.42	\$4,822.95	
H. ENVIRONMENTAL PLANNER (EP)			0	\$59.21	\$0.00	
I. DESIGNER/DRAFTING (D)			172	\$43.59	\$7,498.05	
J. SECRETARIAL/TYPIST (S)			0	\$34.82	\$0.00	
K. RESIDENT PROJECT REP. (RPR)			0	\$41.64	\$0.00	
DESIGN PHASE DI	RECT LABOR:				\$18,169.83	
COMBINE	D OVERHEAD:	204.78%			\$37,208.18	
L. TOTAL PLAN SHEETS (50%) SETS	0	0		\$2.50	\$0.00	
M. SHIPPING (50%) SETS	0			\$40.00	\$0.00	
N. TOTAL SPEC SHEETS (90%) SETS	0	0		\$0.10	\$0.00	
O. TOTAL PLAN SHEETS (90%) SETS	0	0		\$2.50	\$0.00	
P. SHIPPING (90%) SETS	0			\$40.00	\$0.00	
Q. TOTAL SPEC SHEETS (FINAL) SETS	0	0		\$0.10	\$0.00	
R. TOTAL PLAN SHEETS (FINAL) SETS	0	0		\$2.50	\$0.00	
S. SHIPPING (FINAL) SETS	0			\$40.00	\$0.00	
T. TRIPS MILES	68	3		\$0.670	\$136.680	
U. FLIGHTS		0		\$750.00	\$0.00	
V. TRAVEL SUBSTINENCE		0		\$12.75	\$0.00	
DESIGN PHAS	E EXPENSES:				\$136.68	
	SUBTOTAL:					\$55,514.70
OPERA	TING MARGIN:	15%				\$8,306.70
		·				

1.41%

FCCM (APPLIED TO DIRECT LABOR ONLY):

TOTAL DESIGN PHASE:

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT (Continued)	NUMBER OF	NUMBER OF	HOURLY RATE		TOTAL
()	SHEETS	HOURS	UNIT COST		COST
3. BID PHASE					
A. PRINCIPAL (P)		0	\$90.84	\$0.00	
B. PROJECT MANAGER (PM)		0	\$71.50	\$0.00	
C. CIVIL ENGINEER (CE)		0	\$63.17	\$0.00	
D. ENGINEERING INTERN (EI)		0	\$31.58	\$0.00	
E. ELECTRICAL ENGINEER (EE)		0	\$76.49	\$0.00	
F. ARCHITECT)A)		0	\$73.79	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		0	\$52.42	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$59.21	\$0.00	
I. DESIGNER/DRAFTING (D)		0	\$43.59	\$0.00	
J. SECRETARIAL/TYPIST (S)		0	\$34.82	\$0.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$41.64	\$0.00	
BID PHASE DIRECT LABOR				\$0.00	
COMPINED OVERUEAD	004.700/			20.00	
COMBINED OVERHEAD			00.40	\$0.00	
L. DOCUMENTS SETS	200		\$0.10	\$0.00	
M. SHIPPING	0		\$40.00	\$0.00	
N. TRIPS MILES 68	0		\$0.670	\$0.000	
O. FLIGHTS D. TRAVEL SUBSTINENCE	0		\$750.00	\$0.00	
P. TRAVEL SUBSTINENCE	0		\$12.75	\$0.00	
BID PHASE EXPENSES				\$0.00	
SUBTOTAL					\$0.00
OPERATING MARGIN					\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY)					\$0.00
TOTAL BID PHASE	:				\$0.00
4. CONSTRUCTION PHASE					
A. PRINCIPAL (P)		0	\$90.84	\$0.00	
B. PROJECT MANAGER (PM)		0	\$71.50	\$0.00	
C. CIVIL ENGINEER (CE)		0	\$63.17	\$0.00	
D. ENGINEERING INTERN (EI)		0	\$31.58	\$0.00	
E. ELECTRICAL ENGINEER (EE)		0	\$76.49	\$0.00	
F. ARCHITECT)A)		0	\$73.79	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		0	\$52.42	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)		0	\$59.21	\$0.00	
I. DESIGNER/DRAFTING (D)		0	\$43.59	\$0.00	
J. SECRETARIAL/TYPIST (S)		0	\$34.82	\$0.00	
K. RESIDENT PROJECT REP. (RPR)		0	\$41.64	\$0.00	
CONSTRUCTION PHASE DIRECT LABOR	:			\$0.00	
COMBINED OVERHEAD	: 204.78%			\$0.00	
J. DOCUMENTS SETS	0		\$0.10	\$0.00	
K. SHIPPING			\$40.00	\$0.00	
L. TRIPS MILES 68	0		\$0.670	\$0.000	
M. FLIGHTS	0		\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE	0		\$12.75	\$0.00	
CONSTRUCTION PHASE EXPENSES			Ţ.Z.,	\$0.00	
SUBTOTAL				Ψ0.00	\$0.00
OPERATING MARGIN					\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY)					\$0.00
TOTAL CONSTRUCTION PHASE					\$0.00
TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT					φυ.υυ
PROJECT DEVELO	PMENT PHASE	\$3,884.00	6%	╡	
	NNING SHEETS		94%	+	
	VIVING SHEETS	\$0.00	0%	+	
		\$0.00	0%	=	
		φυ.υυ	0 /0	TOTAL SECTION A.	\$67.062.00
SECTION BY EEES FOR AIRPORT BY AND AND OTHER ITEMS IS INC.	LIDED AS BASIS	SEDVICES		TOTAL SECTION A:	\$67,962.00
SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCL	ODED AS BASIC	SERVICES			00.00
1. ARCH & MEP	CONTRACTOR	4.OTED)			\$0.00
2. GEOTECHNICAL SUBSURFACE INVESTIGAT	ION (SUBCONTR	ACTED)			\$0.00
3. STRUCTURAL					\$0.00
				TOTAL SECTION B:	\$0.00
TOTAL BASIC ENGINEERING FEE (Sections A and B):					\$67,962.00

ESTIMATED ADDITIONAL SERVIC				ESTIMATED	BUDGETS)		
SECTION C: AIRPORT PLANS, AND STUDI							40.00
1. CONSTRUCTION N		ESTING SERV	ICES				\$0.00
2. PROJECT / GRANT							\$0.00
3. AIRPORT LAYOUT							\$0.00
4. RUNWAY JUSTIFIC	CATION STUD	PΥ					\$0.00
					-	OTAL SECTION S.	40.00
SECTION D: SURVEY					<u> </u>	OTAL SECTION C:	\$0.00
	S OF DESIGN	QLID\/EV					
		RUCTION SUR	VEV				
	AL DAYS OF S		V L 1				
1. 2-MAN SURVEY CRE			TRUMENT MAN)				
	JLAR	0	HRS @	\$46.00	/ HR =	\$0.00	
	RTIME	0	HRS @	\$69.00		\$0.00	
2. SURVEY MANAGER		0	HRS @	\$54.19		\$0.00	
4. SURVEY PROCESSO	OR	0	HRS @	\$54.19		\$0.00	
				DIRECT LABOR	TOTAL SECTION D:	\$0.00	
			COMBINE	D OVERHEAD:	204.78%	\$0.00	
5. AUTO EXPENSES 0	DAYS @	70	MILES/DAY @		=	\$0.00	
6. PER DIEM 0	DAYS @	\$12.75	/ DAY / PERSO			\$0.00	
				EXPENSES	TOTAL SECTION D:	\$0.00	
						SUBTOTAL:	\$0.00
				C	PERATING MARGIN:	10%	\$0.00
			FCCM (A	APPLIED TO DIF	RECT LABOR ONLY):	1.41%	\$0.00
					Т	OTAL SECTION D:	\$0.00
SECTION E: ENVIRONMENTAL							
1. ADEM PERMITTING							\$0.00
2. COE 404 PERMITTING							\$0.00
3. ENVIRONMENTAL ASSESSMENT							\$0.00
4. WETLAND DELINEATION SURVEY			DAYS @		=		\$0.00
					т	OTAL SECTION E:	\$0.00
SECTION F: RESIDENT PROJECT REPRES							
	_	DAY CONTRA			=		
1. RESIDENT PROJ. REPS	DAYS @		HRS @	\$41.64	TOTAL SECTION F:	\$0.00	
				D OVERHEAD:	204.78%	\$0.00	
2. AUTO EXPENSES	DAVC @	20	_		204.76%	\$0.00	
3. PER DIEM	DAYS @ DAYS @	30 \$105.00	MILES/DAY @	\$0.670		\$0.00 \$0.00	
3. FER DIEW	DAIS	\$105.00	/ DAT =	FYPENSES	TOTAL SECTION F:	\$0.00	
				EXI ENOLO	TOTAL OLOTIONT.	SUBTOTAL:	\$0.00
					PERATING MARGIN:	10%	\$0.00
			FCCM (A		RECT LABOR ONLY):	1.41%	
					,	OTAL SECTION F:	\$0.00
TOTAL ESTIMATED ADDITIONAL SER	VICES (Section	ons C through	F)		<u> </u>		\$0.00
			. ,				ψ0.00
GRAND TOTAL - FEE PROPOSAL	(Includes Do	oio Foo L Fot	imated Add!! Ca	or doos)			\$67,962.00
GRAND TOTAL - TEE FROF OSAL	(IIICiuues ba	SIC FEE + ESI	illiated Add i Se	ei vices)			\$67,962.00
ADDITIONAL DOOLECT EVDENCE	C /IC DEOL	UDED)					
ADDITIONAL PROJECT EXPENSE			OF #050 000 0	D MODE;			40.00
1. DBE PLAN UPDATE FOR PROJECT (FC	R FAA PROJI	ECT FUNDING	6 OF \$250,000 O	R MORE)			\$0.00
2. NEWSPAPER ADVERTISING							\$0.00
3. PAVEMENT ANALYSIS AND TESTING							\$0.00
4. GEOTECHNICAL EVALUATION			DAVE @		_		\$0.00
5. CONSTRUCTION TESTING	_		DAYS @		=		\$0.00
TOTAL ADDITIONAL PROJECT EXPENSES							\$0.00
I S I WE UPDITIONAL LIVORED I TALEMOES	•						φυ.υυ

A & E FEE PROPOSAL - WORKSHEET

MURFREESBORO MUNICIPAL AIRPORT

MBT HANGAR AREA EXPANSION PLANNING

	TASK LISTING - MANHOUR ESTIMATE													
DDC														
	DJECT AND GRANT DEVELOPMENT	Р	PM	CE	EI	EE	Α	SAP	EP	D	S	RPR	TRIPS	FLIGHTS
	NSOR MEETING(S) ON PROJECT & SCHEDULE PE DEVELOPMENT MEETING(S)		2					2						
_								2						
	INVESTIGATION JECT KICK OFF MEETING WITH OWNER													
-	PARE PRELIMINARY COST ESTIMATES													
-	PREPARATION AND SUBMISSION													
	NSOR MEETING(S) WITH FAA AND TDOT													
	PARATION OF PRE-APPLICATION(S)													
	PARATION OF GRANT APPLICATION													
A & E	CONTRACT PREPARATION	1	6	2				2						
PRO	CURING GEOTECHNICAL ENGINEERING INVESTIGATIONS													
	TOTAL PROJECT DEVELOPMENT PHASE:	1	8	2	0	0	0	6	0	0	0	0	0	0
PRC	DJECT DESIGN PHASE													
QTY	PLANNING SHEETS - FIRST DRAFT	Р	PM	CE	EI	EE	Α	SAP	EP	D	S	RPR	TRIPS	FLIGHTS
1	EXISTING CONDITIONS WITH UTILITIES							4		12				
1	LAYOUT OPTION 1 - MTSU STAYS							8		12				
1	LAYOUT OPTION 2 - MTSU VACATES							8		12				
1	LAYOUT OPTION 3 - HEAVY CORPORATE DEVELOPMENT							8		12				
1	LAYOUT OPTION 4 - HEAVY T-HANGAR DEVELOPMENT							8		12				
1	LAYOUT OPTION 5 - FINAL FOR BOARD/CITY APPROVAL							8		12				
PRO	JECT KICK OFF MEETING WITH OWNER		6					4					1	
REVI	EW OF FIRST DRAFT WITH OWNER		4					4					1	
COO	RDINATION WITH LOCAL UTILITIES		2	6				2		12				
ONS	TE 50% DESIGN REVIEW MEETING													
IN-H	DUSE PLAN QC REVIEW		2	2				2						
PRE	PARE AND MAIL COPIES OF PLANS													
DISC	USSIONS WITH FAA / ALDOT ON 50% DESIGN ISSUES													
SPO	NSOR MEETING TO DISCUSS 50% DESIGN													
PRO	JECT MANAGEMENT		12											
6	SUBTOTAL 50% DESIGN:	0	26	8	0	0	0	56	0	84	0	0	2	0
QTY	PLANNING SHEETS - FINAL	Р	PM	CE	El	EE	Α	SAP	EP	D	S	RPR	TRIPS	FLIGHTS
1	EXISTING CONDITIONS WITH UTILITIES							2		10				
1	LAYOUT OPTION 1 - MTSU STAYS							4		10				
1	LAYOUT OPTION 2 - MTSU VACATES							4		10				
1	LAYOUT OPTION 3 - HEAVY CORPORATE DEVELOPMENT							4		10				

OTV	DI ANNING CUEFFO, FINAL	Р	DM	CE	FI		Α	CAD	EP	D	S	DDD	TDIDC	FLIGHTS
QTY	PLANNING SHEETS - FINAL	Г	PM	CE	EI	EE	Α	SAP	CF		3	KFK	IKIPS	FLIGHTS
-	LAYOUT OPTION 4 - HEAVY T-HANGAR DEVELOPMENT							4		10				
1	LAYOUT OPTION 5 - FINAL FOR BOARD/CITY APPROVAL							4		10				
1	UTILITY PLAN		2	12				4		10				
1	PREPARE OPINION OF PROBABLE COST OF LAYOUT		2	12										
REVI	EW FINAL DRAFT WITH OWNER		2					2					1	
FINA	LIZE PLANNING DOCUMENTS		2					4		12				
COO	RDINATION WITH LOCAL UTILITIES		2	2				2		6				
PREF	PARE DESIGN REPORT													
IN-HC	DUSE QC REVIEW OF PLANS & SPECIFICATIONS		2	2				2						
+	EW FINAL BID DOCUMENTS W/ OWNER, TENANTS, ETC.													
	PARE ADVERTISEMENT FOR BIDS													
	PARE AND MAIL COPIES OF PLANS AND SPECIFICATIONS													
-	JECT MANAGEMENT		12											
8	SUBTOTAL 90% AND FINAL DESIGN:	0	24	28	0	0	0	36	0	-00		0		
					0					88	0	0	1 1	0
RID	PHASE	Р				-								
	PHASE BID CONFERENCE	Р	PM	CE	EI	EE	Α	SAP	EP	D D	S S			0 FLIGHTS
PRE-	BID CONFERENCE	Р				-								
PRE- ADDE	BID CONFERENCE ENDA, CLARIFICATIONS AND ANSWERS TO QUESTIONS	Р				-								
PRE- ADDE BID C	BID CONFERENCE ENDA, CLARIFICATIONS AND ANSWERS TO QUESTIONS OPENING	Р				-								
PRE- ADDE BID C BID T	BID CONFERENCE ENDA, CLARIFICATIONS AND ANSWERS TO QUESTIONS OPENING (ABULATION, EVALUATION, AWARD RECOMMENDATION	Р				-								
PRE- ADDE BID C BID T	BID CONFERENCE ENDA, CLARIFICATIONS AND ANSWERS TO QUESTIONS OPENING	P				-								
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COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: GNRC Services Contract for Special Census Verification

Department: Administration

Presented by: Sam A. Huddleston, Assistant City Manager

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Contract with GNRC for Special Census Verification Services.

Staff Recommendation

Approve the Contract for Special Census Verification services.

Background Information

The City plans to conduct a Special Census starting this fall and the State requires an audit of the City's results. Further, state development districts are designated organizations to provide the audits. GNRC provided a scope of services and agreement for the audit which must be conducted after March 1, 2025 and before results can be submitted to the State by May 15, 2025.

Council Priorities Served

Responsible budgeting

Conducting a Special Census is anticipated to increase the certified population used by the State to calculate State Shared Revenue payments to the City.

Fiscal Impact

Funding to conduct the Special Census is included in the FY 25 operating budget. The agreement with GNRC is for time and materials with a not to exceed budget of \$160,019.

Attachments

GNRC agreement for Special Census Audit of Results

CONTRACT SCV-25-3032 BETWEEN CITY OF MURFREESBORO AND THE GREATER NASHVILLE REGIONAL COUNCIL

This Contract, by and between City of Murfreesboro ("CLIENT") and the Greater Nashville Regional Council ("GNRC"), is for the provision of professional services, as further defined in "Section A. Scope of Services." The CLIENT and GNRC may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

WHEREAS, the CLIENT is a member government of the Greater Nashville Regional Council (GNRC) which was established under TCA § 13-14-101, in part, to provide planning and economic development assistance to its members and the region; and

WHEREAS, The State of Tennessee distributes various tax proceeds to Tennessee municipalities and counties based on their population as reported by the U.S. Census Bureau (the "Census Bureau") at the beginning of each decade; and

WHEREAS, Municipalities and counties are enabled under the Tennessee Code Annotated to conduct a special census to document population change between the federal decennial censuses; and

WHEREAS, GNRC has established a Special Census Verification Program to provide an independent review of special census rosters prepared by a participating county or municipality, and to conduct a field sample of the listing in order to check the validity of the count data; and

WHEREAS, the CLIENT desires to participate in the Program in order to gain access to services described in the Scope of Services; and

WHEREAS, this Contract governs the rights and obligations of each with respect to such engagement.

NOW THEREFORE, in consideration of the CLIENT'S fully paid membership dues to GNRC, as well as the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties contract and agree as follows:

SECTION A. SCOPE OF SERVICES

GNRC agrees to conduct a verification of the information obtained from the special census count conducted by the CLIENT. GNRC shall adhere to the "Guide to Special Census Procedures" published by the Tennessee State Data Center and updated as of October 2, 2023. The CLIENT must submit the required information to GNRC no later than March 1, 2025.

SECTION B. TERM OF CONTRACT

The Parties agree that this Contract will be effective for the period beginning on January 1, 2025 ("Effective Date") and ending on June 30, 2025 ("Term"). Neither party will have any obligation to the other for fulfillment of the Scope outside the Term.

SECTION C. PAYMENT TERMS AND CONDITIONS:

In no event will the maximum liability of the CLIENT under this Contract exceed \$160,019.00. The CLIENT agrees to pay GNRC according to the fee and payment schedule incorporated into this Contract as Exhibit A.

SECTION D. STANDARD TERMS AND CONDITIONS:

- **D.1. Required Approvals.** Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations or bylaws.
- **D.2. Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address.

CLIENT:

SHANE MCFARLAND, MAYOR
CITY OF MURFREESBORO
111 WEST VINE STREET
MURFREESBORO, TN 37130

EMAIL: SMCFARLAND@MURFREESBOROTN.GOV

PHONE #: 615-849-2629

GNRC:

MICHAEL SKIPPER, EXECUTIVE DIRECTOR GREATER NASHVILLE REGIONAL COUNCIL 44 VANTAGE WAY, SUITE 450 NASHVILLE, TN 37228

EMAIL: MSKIPPER@GNRC.ORG; CC: CONTRACTS@GNRC.ORG

PHONE # 615-880-3540

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Parties.

- D.4. Termination for Convenience. Either Party may terminate this Contract for convenience without cause for any reason upon 30 days' written notice before the termination date. A termination for convenience will not be deemed a breach of contract by either Party. GNRC will provide the CLIENT with any outstanding deliverables and records prior to the effective date of the termination and GNRC shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date.
- **D.5. Termination for Cause.** If either Party fails to perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and remain responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.
- D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.
- D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.

- **D.10. Strict Performance.** Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- **D.11.** Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.
- **D.12. Tennessee Department of Revenue Registration.** The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608.
- D.13. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- D.14. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.
- D.15. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of

- completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.
- **D.16.** Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- **D.17. State and Federal Compliance.** The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- **D.18. Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts located within Davidson County.
- **D.19. Entire Agreement.** This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- **D.20. Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.
- **D.21. Headings.** Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- **D.22.** Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
 - a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments and exhibits.

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10/10/2024	
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Exhibit A Scope of Services and Fee Schedule

A1. BACKGROUND

The State of Tennessee distributes various tax proceeds to Tennessee municipalities and counties based on their population as reported by the U.S. Census Bureau (the "Census Bureau") at the beginning of each decade. Municipalities and counties are enabled under the Tennessee Code Annotated (the "TCA") to conduct a special census to document population change between the federal decennial censuses. A municipality or county may choose to conduct a complete recount of their population to document perceived growth or to resolve a dispute with the federal count. A municipality may also conduct a special census when it properly annexes new residents into their jurisdiction or becomes newly incorporated.

The TCA allows municipalities to conduct up to four citywide special censuses during the decade. Generally, a county may conduct up to two countywide special censuses within this time period. A municipality or county may choose to conduct a special census through one of the following methods:

- 1. Conduct its own special census in a manner by and satisfactory to the Tennessee Department of Economic and Community Development ("ECD") (see page 3), or
- 2. Use the services of the Census Bureau to conduct and certify a special census. The Census Bureau does not involve the State of Tennessee to certify the new count. However, by May 15 the community must provide the Boyd Center with an official notice from the Census Bureau identifying the area in which the special census was taken and the count of the area's residents.

After conducting a special census through one of the above methods, the community must request certification of their census. Upon certification, the new population will be reflected in the annual Certified Population of Tennessee Incorporated Municipalities and Counties report (the "Annual Report"). The Annual Report reflects municipal population changes (which are the most common), county population changes, and a new state total of incorporated municipal population. This statewide figure is used to determine the per capita rate of shared revenue distribution. Certified populations included in the annual report will become effective on July 1 of each year.

The Greater Nashville Regional Council (GNRC) was established under TCA § 13-14-101 as a state development district, in part, to provide planning and economic development assistance to its members and the region as a whole. GNRC is one of nine agencies approved by the Tennessee State Data Center to perform field verifications of Special Census Counts

A2. WORK TASKS

Provided that the CLIENT submit a completed special census count along with the following materials to GNRC no later than March 1, GNRC will begin the process to certify the count in accordance with the "Guide to Special Census Procedures" published by the Tennessee State Data Center and updated as of October 2, 2023. The guide is available for download at https://tnsdc.utk.edu/special-census/:

 A notarized letter from the mayor indicating the type of special census conducted, total census count, how the special census was conducted and requesting that the agency provide verification of the results. For a countywide census, the letter should indicate if any municipalities will be using the count for their own special censuses.

- Payment for review and field verification must be made in advance to the agency certifying the validity of the special census. (see section "A3. Compensation" within this exhibit)
- A digital special census roster in spreadsheet format, which includes house number, street name, unit number (if applicable), city, county, zip code, last name and first name for each person contained in the special census. A copy of the letters from any group quarters whose residents are counted in the special census must also be submitted.
- A map clearly indicating the extent of the territory contained in the special census with legible street names
- For an annexation census, provide a copy of all annexation ordinances OR (if the annexation was conducted by referendum) the resolution calling for referendum and the certification of election results from the county election commission.
- For an incorporation census, provide a notarized statement by the mayor of election of incorporation, giving date, and type of charter adopted.

In carrying out the process to certify the special census, GNRC will:

- Hold Meeting #1: Project Kickoff Meeting
- Perform Desk Review of Materials Submitted
- Hold Meeting #2: Reconciliation Meeting (if necessary to review missing or questionable material)
- Hold Meeting #3: Sampling Plan and Field Procedures
- Conduct Door-to Door Field Verification
- Hold Meeting #4: Preview the Results of the Field Review
- Provide a Letter Affirming the Results of the Field Review

A3. COMPENSATION

SERVICE	FEE AND PAYMENT TERMS
Client meetings, desk review, documentation and reporting	\$2,500 flat fee, payable at project start-up.
Field Verification	\$60 per hour of logged time for travel to and from site visits and door to door field work, payable at project close.

A4. BUDGET ASSUMPTIONS

The contract budget includes the following costs:

- Project personnel including salaries and fringe
- General office printing and project-related supplies
- Local mileage for GNRC field staff
- Indirect costs according to the approved indirect cost allocation plan (www.gnrc.org/icap)

The contract budget <u>does not</u> include direct or indirect costs incurred by the CLIENT. This includes costs for public noticing, advertising, or fees charged by other third parties directed by the CLIENT or by GNRC on behalf of the CLIENT for work outside of the scope of services. GNRC will not provide legal advice as part of this contract.

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title:	Purchase of Ransom Trust Property at Front and Broad				
Department:	Administration				
Presented by:	Sam A. Huddleston, Assistant City Manager				
Requested Coun	cil Action:				
	Ordinance \square				
	Resolution				
	Motion ⊠				
	Direction				

Summary

Acquisition of 4 parcels on 3 acres for roadway improvements on NW Broad and S.Front St.

Information

Staff Recommendation

Approve the Purchase and Sale Agreement pending legal approval of final exhibits and authorize the Mayor and City Manager sign documents necessary for completion of the real estate purchase.

Background Information

Property located west of NW Broad St at S Front St will be impacted by proposed improvements on NW Broad St and S Front St. Construction of a right turn lane from NW Broad onto S Front impacts the drives, access, parking, and signage of the Yard Sale and former Camino Real parcels. Additionally, signalization and modifications to the S. Front St approach will restrict access to Yard Sale. Further, elimination of conflicts at signalized intersections greatly improves traffic and signal efficiency. City staff approached the owner and the owner requested that the City acquire all four parcels owned by the Ransom Trust. Following a property appraisal, the City and owner agreed to a Purchase and Sale Agreement. Currently, Yard Sale and Captain Ds have active leases and the City proposes to continue the leases as the improvements to Broad and Front are expected to take place over the next 3 years.

Council Priorities Served

Expand Infrastructure

Purchasing the properties allows the improvements to Front and Broad as well as significant improvements at Church and Broad.

Fiscal Impact

The land purchase and reasonable and customary closing and due diligence costs are estimated not to exceed \$5,500,000 and will be funded from General Fund.

Attachment

Purchase and Sale Agreement - Ransom Trust Properties

PURCHASE AND SALE AGREEMENT

between

THE RANSOM FAMILY TRUST, Seller

and

CITY OF MURFREESBORO, TENNESSEE, Purchaser

dated as of

[DATE]

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of the
day of2024 (the "Effective Date"), is entered into between Regions Bank as
Trustee of the Ransom Family Trust, ("Seller") and the City of Murfreesboro, Tennessee
("Purchaser").

RECITALS

WHEREAS, Seller is the trustee of the Ransom Trust, the beneficial owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

ARTICLE IICONVEYANCE OF THE PROPERTY

- Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "Property"):
 - (a) All that certain lots, pieces, or parcels of land located at 204 South Front Street, 301 Northwest Broad Street, 323 Northwest Broad Street, and 333 Northwest Broad Street in the City of Murfreesboro, County of Rutherford, and State of Tennessee, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "Land");
 - (b) All buildings and improvements located on the Land and all Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "Improvements");
 - (c) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;
 - (d) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;
 - (e) All tenant leases, lease amendments, guarantees, exhibits, addenda, and riders thereto, and any other documents creating a possessory interest in the Land or Improvements with any persons leasing, using, or occupying the Land or Improvements

or any part of either, including, without limitation, those certain leases encumbering the Property and more particularly described in <u>Exhibit B</u> attached hereto and made a part hereof (collectively, the "Leases");

- (f) All plans, surveys, specifications, drawings, architectural and engineering drawings, and other rights relating to the Property's construction (collectively, the "Plans and Surveys");
- (g) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 7.03 of this Agreement;
- (h) Any permit, entitlement, governmental approval, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the Property's construction, ownership, operation, and use to the extent transferable with the sale of the Property (collectively, the "Assumed Permits and Licenses"); and
- (i) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the Property's sale ("Assumed Warranties and Guaranties").

Notwithstanding anything herein to the contrary, "Property" does not include any tenant commercial fixtures or other property belonging to the tenants at the Property, or any item leased from third parties.

Section 2.02 Excluded Personal Property. Notwithstanding the foregoing, the sale of the Property contemplated by this Agreement shall not include any personal property except any such items listed in Exhibit C attached hereto and made a part hereof (the "Included Personal Property").

ARTICLE III PURCHASE PRICE

- **Section 3.01 Purchase Price and Deposit.** The purchase price to be paid by Purchaser to Seller for the Property is Four Million Nine Hundred Seventy-Seven Thousand Nine Hundred Forty and 00/100 Dollars (\$4,977,940.00). The Purchase Price shall be payable as follows:
 - (a) Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of One Hundred Thousand Dollars (\$100,00.00) (the "Deposit") by Purchaser's certified check or official bank check, subject to collection, made payable to Murfree, Goodman, & Rosado PLLC, as agents for Chicago Title Insurance Inc. as escrow agent ("Escrow Agent"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of Article XI of this Agreement. Any interest earned on the principal portion of the Deposit shall be deemed to be part of the Deposit and shall be

paid together with the principal portion of the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be paid to Seller and credited to the Purchase Price upon the Closing.

(b) The balance of the Purchase Price in the amount of Four Million Nine Hundred Seventy-Seven Thousand Nine Hundred Fifteen and 00/100 Dollars (\$4,977,915.00) shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than five (5) business days prior to the Closing Date.

ARTICLE IV DUE DILIGENCE INVESTIGATION

Section 4.01 Due Diligence Materials. Within five (5) business days after the Effective Date (the "Due Diligence Delivery Date"), Seller shall, if not already made available to Purchaser, deliver, cause to be delivered, or make available, copies of the following documents and materials pertaining to the Property to the extent within Seller's possession or control: title commitment/policy, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, zoning information, tax information and utility letters, the Leases and all amendments, property management agreements, rent roll, copies of service contracts, certificates of occupancy, warranties and guaranties, commission agreements, and copies of all correspondence related to the Leases, other similar materials relating to the Property's physical and environmental condition, and any other documents relating to the Property reasonably requested by Purchaser (collectively, the "Due Diligence Materials"). The Due Diligence Delivery Date shall be extended by one day for each day Seller delays in making the Due Diligence Materials available to Purchaser. Purchaser acknowledges that upon delivery all Due Diligence Materials will become public records subject to disclosure upon request to the extent required by the Tennessee Public Records Act and other applicable law.

Section 4.02 Due Diligence Period. Purchaser shall have a period, commencing on the Effective Date through the date which is ninety (90) days after the Due Diligence Delivery Date (the "Due Diligence Period"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "Inspections"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Central Time on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Central Time on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 3.02, Escrow Agent shall return the Deposit

to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by email to Seller and/or Seller's attorney.

Section 4.03 Purchaser's Access. At any time prior to the Closing (including during the Due Diligence Period), and at all times, subject to Section 3.04, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Purchaser's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.04 Purchaser's Right to Inspect.

- (a) In conducting the Inspections or otherwise accessing the Property, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.
- (b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller and any effected Tenant at least two (2) Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

Section 4.05 Seller Indemnification. To the extent permitted by Tennessee law, Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) any acts or omissions of Seller; (b) Seller's negligence; and/or (c) any pre-existing, dangerous, illegal, or defective condition at the Property. In addition, to the extent allowable under Tennessee law, the City shall release and hold Seller harmless from any third-party claims arising from the City's inspection of the Property, except to the extent such claims arise from Seller's negligent or greater conduct or are based on a theory of Seller's premises liability.

ARTICLE V CLOSING

- Section 5.01 Closing Date. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place within thirty (30) days of the end of the Due Diligence Period (the "Closing Date") at the law offices of Murfree, Goodman & Rosado, PLLC, located at 805 S. Church St, Suite 21, Murfreesboro, Tennessee 37130, or at such other place to which the Parties may agree.
- Section 5.02 Closing Extension. Purchaser shall be entitled to extend the Closing Date one time for up to sixty (60) days, by delivering written notice to Seller at least two (2) business days prior to the scheduled Closing Date. Further, the Parties agree that the Closing Date shall automatically extend as necessary so that the same shall coincide with the sixty (60) day closing window set forth in paragraph 23 of the Captain D's Lease as defined hereinafter.

Section 5.03 Closing Contingencies. The Closing is contingent upon the following:

- (a) The Seller can convey title to Property at the Closing that is satisfactory to the Purchaser;
- (b) That the Property is suitable for use by the Purchaser for its intended purpose; and
- (c) All representations of Seller being true and accurate at the time of the Closing.
- (d) The sale is subject to approval of the Regions Bank Real Property Sales Working Group.
- **Section 5.04 Seller's Closing Deliverables**. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:
 - (a) One (1) original special warranty deed (the "**Deed**") in substantially the form attached hereto as **Exhibit D**, duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Property to Purchaser as required by this Agreement. The Purchaser shall conduct a survey of the land during the Due Diligence Period and said survey's legal description shall be the description of the Land in the Deed.
 - (b) Possession of the Property subject to the any tenants rights under the Leases;
 - (c) A bill of sale (the "Bill of Sale"), executed by Seller, conveying to Purchaser good and marketable title to the Included Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims.

- (d) In connection with the Leases, Seller shall deliver to Purchaser:
- (i) Originals of all Leases, if in Seller's possession, or copies certified by Seller as being true, correct, and complete;
- (ii) An updated and current rent roll certified by Seller as being true, correct, and complete along with a list of any tenants who are delinquent in their payment of rent and the amount of rent that remains outstanding, if any, dated no more than two (2) days prior to Closing;
- (iii) An updated and current schedule of all security deposits under the Leases along with a check, or credit to Purchaser, in the amount of any cash security deposits, including any interest thereon payable to Purchaser, held by Seller pursuant to the Leases on the Closing Date; and if any security deposit is in the form of a letter of credit, Seller shall coordinate for the transfer of any such letter of credit to Purchaser on the Closing Date;
- (iv) An executed counterpart to an assignment and assumption agreement relating to the Leases, in substantially the form attached hereto as **Exhibit E** (the "**Assignment of Leases**"), and specifically providing: (A) Seller's assignment of the Leases and Purchaser's assumption of the Leases; (B) Seller's agreement to indemnify, defend, and hold harmless Purchaser from and against all claims, actions, proceedings, losses and liabilities, and expenses arising from Seller's failure to perform its obligations under the Leases as landlord and accruing prior to the Closing Date; and (C) Purchaser's agreement to indemnify, defend, and hold harmless Seller from and against all claims, actions, proceedings, losses and liabilities, and expenses arising from Purchaser's failure to perform its obligations under the Leases as landlord accruing from and after the Closing Date;
- (v) Originally executed tenant notice letters in substantially the form attached hereto as <u>Exhibit F</u> to each of the tenants under the Leases advising them of the sale of the Property to Purchaser, the transfer of the tenants' security deposits to Purchaser (where applicable) and directing the tenants to thereafter deliver all notices to Purchaser and pay all rents or other payments directly to Purchaser, or its agent, as provided in the notice letter; and
- (vi) An executed tenant estoppel certificate from each tenant in the form attached as **Exhibit G** for each Lease in effect on the Closing Date, dated no more than thirty (30) days prior to the Closing Date, and which show no material differences from the rent rolls.
- (e) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "Code"), which certification shall be signed under penalty of perjury.

- (f) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, fuel readings, and other items that shall be apportioned as of the Closing Date.
- (g) An original title affidavit in a form reasonably acceptable to the Title Insurance Company.
- (h) A consent from the Ransom Trust authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.
- (i) A written certificate stating that all representations and warranties contained in Section 6.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder, subject only to permitted changes occurring in accordance with this Agreement and permitted changes (or deemed changes) as contemplated in Article VI (the "Bring Down Certificate").
- (j) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under Section 4.06 of this Agreement and the balance of the Purchase Price due Seller.
 - (k) All keys, key cards, and access codes to any portion of the Property.
- (l) An original **Bill of Sale** conveying all contracts, warranties, permits, and licenses in substantially the form attached hereto as **Exhibit H**, executed by Seller and assigning to Purchaser all Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.
- (m) An original notice to each vendor under the Assumed Contracts, if required by the terms of such Assumed Contracts.
- (n) Evidence of termination of all Service Contracts, except for the Assumed Contracts which Purchaser has elected to assume pursuant to Section 7.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.
- (o) Evidence of termination of any management agreement and payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller due thereunder.
- (p) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control
- (q) All other documents reasonably necessary or otherwise required by the Escrow Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement.

- **Section 5.05 Purchaser's Closing Deliverables.** On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:
 - (a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 4.06 of this Agreement.
 - (b) An acknowledgment receipt of the copies (or originals) of the Leases delivered by Seller.
 - (c) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 4.03 of this Agreement.
 - (d) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.06 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

- (i) Any state, county, or city transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement;
- (ii) One-half of the costs charged by Murfree, Goodman & Rosado, PLLC as Agents for Chicago Title Insurance Inc. including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;
 - (iii) One-half of Escrow Agent's fees;
 - (iv) Any transfer fees charged by the issuer of any letters of credit;
- (v) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;
- (vi) The cost of preparing and obtaining any other releases or other documents necessary for Seller to be able to provide good title; and

- (vii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.
- (c) Purchaser shall pay:
- (i) The costs related to an ATLA survey and any other survey or survey update;
- (ii) Purchaser shall pay the brokerage commission due Broker in accordance with the terms and conditions of a separate written agreement;
- (iii) One-half of the costs charged by Murfree, Goodman & Rosado, PLLC as Agents for Chicago Title Insurance Inc., including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;
 - (iv) One-half of Escrow Agent's fees;
 - (v) The cost of preparing and recording the special Warranty Deed;
- (vi) Any other fees or costs related to Purchaser's due diligence reviews; and
- (vii) All costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.
- (d) Other closing costs will be paid fifty percent (50%) by the Seller and fifty percent (50%) by the Buyer.
- **Section 5.07** Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:
 - (a) All rents, additional rents, and other charges (collectively, "Rents") collected from the tenants under the Leases and all other income the Property generates shall be apportioned. All Rents received by Seller after Closing shall be immediately delivered to Purchaser. Purchaser has no obligation to collect any delinquent Rents on behalf of Seller after the Closing. Nothing herein shall preclude Seller from asserting separate and independent claims against tenants owing rent to which Seller is entitled hereunder, including, without limitation, the institution of such actions and proceedings as Seller shall deem necessary or advisable for the purpose of collecting such rent, except after the Closing Date, Seller shall not institute any summary dispossession, eviction, or similar proceedings which affect the possessory rights of any tenant.
 - (b) All real estate taxes based on the fiscal year for which they are assessed and any assessments, provided, however, that if any such charges are payable by any Tenant under the Leases, such charges shall not be apportioned. If the Closing shall occur

before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation; however, adjustment shall be made when the actual tax amount is determined. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller.

- (c) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under the Leases, such charges shall not be apportioned.
- (d) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under the Leases, such charges shall not be apportioned.
 - (e) Administrative fees allowable by law on tenant security deposits.
- (f) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of Tennessee.

Section 5.08 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed Fifty and 00/100 Dollars (\$50,000.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 4.08 and Section 4.07 shall survive the Closing.

ARTICLE VI TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that any title insurance company authorized and licensed to do business in Tennessee (the "Title Insurance Company") would be willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

- (a) The Permitted Exceptions; and
- (b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the Exceptions as have been accepted in writing by the City.

Section 6.03 Title.

- (a) Within five (5) business days of the Effective Date, Purchaser shall order: (i) a commitment for title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "Title Commitment"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) either an update of an existing ATLA survey or a new ATLA survey of the Property, prepared by a surveyor licensed in the State of Tennessee ("Survey"), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently.
- Purchaser shall deliver to Seller, and Seller's attorney, in writing (the "Title Objection Notice"), any objections to the exceptions to title set forth in the Title Commitment or Purchaser's Survey, other than the Permitted Exceptions (each a "Title Objection," and collectively, hereinafter the "Title Objections"), within fifteen (15) days after Purchaser's receipt of the Title Commitment and Survey (or any subsequent update thereof). If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller promptly after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended day for day without need for additional action by either party). Except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any such matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Purchaser shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall use commercially reasonable efforts to eliminate all Title Objections by the Closing Date. If Seller is unable to eliminate any Title Objection by the Closing Date, Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, in which event Purchaser shall be entitled to a return of the Deposit, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

- Notwithstanding anything in Section 5.04(a) to the contrary, Seller shall (b) be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof (other than with the prior written approval of Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed with respect to the granting or denial of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Purchaser's election, such failure shall constitute a Seller Default pursuant to Section 10.01(b) and Purchaser shall be entitled to such remedies as are set forth in Section 10.01(b).
- (c) Notwithstanding anything in this Section 5.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents, warrants and discloses to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

- (a) Seller is an irrevocable trust duly created and subject to and existing under the laws of the State of Tennessee and has the requisite power and authority to enter into this Agreement and the instruments referenced herein on behalf of itself and the Ransom Trust, and to consummate the transactions contemplated hereby.
- (b) The tract commonly known as 323 Northwest Broad St. Murfreesboro TN 37130, is subject to the terms of a lease with Shoney's Inc dated June 13, 1989, the same having been amended from time to time (the "Captain D's Lease"). Paragraph 23 of said lease contains a right of first refusal the provisions thereof are incorporated hereinto

by reference verbatim. A copy of the Captain D's Lease and all amendments thereto are attached hereto as Exhibit B.

- (c) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the Ransom Trust Agreement, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller or the Ransom Trust is a party; and (ii) have been duly authorized by the Ransom Trust and the appropriate and necessary action has been taken by the Ransom Trust. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller and the Ransom Trust to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller and the Ransom Trust, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.
- (d) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.
- (e) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.
- (f) A list of all Leases affecting the Property on the date of this Agreement is attached to this Agreement as Exhibit B, true, correct, and complete copies of which have been delivered to Purchaser. Except as otherwise provided for in Exhibit B, and to the best of Seller's knowledge and belief (i) the Leases are in good standing and in full force and effect in accordance with their respective terms; (ii) the Leases have not been modified, amended, terminated, renewed, or extended, except as set forth in the applicable Lease; and (iii) none of the parties to any Lease is in default of any of its obligations thereunder and no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default thereunder.
- (g) There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.
- (h) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "Service Contracts") which shall be binding upon the Purchaser after the Closing, other than the Leases and the Assumed Contracts. Each of the Service Contracts can and, at Purchaser's option, shall be terminated by Seller on or before the Closing Date. To the best of Seller's knowledge and belief, Seller has performed all its obligations under each of the Service Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of

notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

- (i) Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.
- (j) Seller has or shall deliver or make available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.
- (k) Seller has not placed any, and to the best of Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "Environmental Laws" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.
- (l) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.
- (m) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive

Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(n) Subject to the terms and conditions of Article X, the representations and warranties of Seller set forth in this Section 6.01 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

- (a) Purchaser is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.
- (b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate Purchaser's municipal charter, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the consent of the Murfreesboro City Council [and the appropriate and necessary action has been taken by the Purchaser's officers on the part of Purchaser]. The individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.
- (c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.
- (d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.
- (e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other

legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

- (f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.
- Section 7.03 Bring Down Certificate. Seller shall deliver a bring down certificate reaffirming the accuracy and truthfulness of each of Seller's representations and warranties in Section 7.01 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not:

- (a) Enter into any new Lease, submit or consider any proposal for a new Lease, or extend, amend, or modify any Lease without Purchaser's prior written consent (except any Leases which are extended pursuant to the exercise by the tenant of an option in such Lease and such option is exercised between the date hereof and the Closing Date).
- (b) Enter into any new agreements with any brokers in connection with any prospective tenants for new leases from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property.
- **Section 8.02** Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business. Seller shall not cause or make any new improvements, alterations, or demolition to the Property.
- **Section 8.03** Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. On or before the Closing, Seller shall, at its sole cost and expense, terminate all Service Contracts and

property management agreements, except for those Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) which Purchaser elects (in its sole discretion) to assume (the "Assumed Contracts"), by written notice to Seller on or before the date that is thirty (30) days before the Closing Date. Notwithstanding the foregoing Seller shall terminate any leasing broker listing agreements for the Property effective as of the Closing.

ARTICLE IX RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 8.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 8.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking. If prior to the Closing Date any portion of the Property shall be taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property, then Purchaser may terminate this Agreement by giving Seller and Escrow Agent written notice thereof ("Purchaser's Termination Notice") within Thirty (30) days from the date Purchaser receives written notice of any such taking. Upon receipt of Purchaser's Termination Notice, the Escrow Agent shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

Section 9.03 Purchaser Indemnification. The Seller shall indemnify and hold harmless the City from claims that may arise from continuing business operations and other actions by the Seller that will occur following closing to possession.

ARTICLE X NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 9.01 collectively referred to as "Notices") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 9.02, by one of the following methods:

- (a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) Overnight delivery by a nationally [or regionally] recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;
- (c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or
- (d) Email transmission provided that such transmission is completed no later than 4:00 p.m. Central Time on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section 10.02 Parties' Addresses.

(a) Unless changed in accordance with Section 9.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name:

Address:

Telephone:

Attention:

Email:

With a copy to:

Name: Martin Heller Potempa and Sheppard

Address: 2122 21st Ave South, Nashville, TN 37212

Telephone: (615) 800 -7096

Attention: Jennifer Sheppard and Adam Barber

Email: jsheppard@mhpslaw.com and abarber@mhpslaw.com

And to attorneys for the beneficiaries:

Name: Murfree, Goodman & Rosado, PLLC,

Address: 805 S. Church St, Suite 21 Murfreesboro, TN 37130

Attention: Bricke Murfree, Lisa Rosado, Ted Goodman

Email: bmurfree@murfreeatty.com; lrosado@murfreegoodman.com &

tgoodman@murfreegoodman.com

If to Purchaser:

Name: City of Murfreesboro

Address: 111 West Vine Street, Murfreesboro, TN 37130

Telephone: (615) 849-2629

Attention: Darren Gore, City Manager Email: dgore@murfreesborotn.gov

With a copy to:

Name: City of Murfreesboro Legal Department

Address: 111 West Vine Street, Murfreesboro, TN 37130

Telephone: (615) 849-2662

Attention: Adam Tucker and Roman Hankins

Email: atucker@murfreesborotn.gov; rhankins@murfreesborotn.gov

If to Escrow Agent:

Name: Murfree, Goodman, & Rosado PLLC

Address: 805 S. Church St, Suite 21

Murfreesboro, TN 37130

Attention: Bricke Murfree & Lisa Rosado Email:bmurfree@murfreeatty.com & lrosado@murfreegoodman.com

- (b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.
- (c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI VIOLATIONS AND REMEDIES

Section 11.01 Violations. In the event that the Purchaser discovers conditions or circumstances during the course of its due diligence which are unacceptable to the Purchaser ("Objections"), the Purchaser shall promptly notify Seller in writing. If the Purchaser gives notice of an objection, and if Seller cannot or elects not to cure same, the Purchaser may, at its sole option, terminate this Contract and receive a refund of the Earnest Money within the Due Diligence Period.

Section 11.02 Remedies.

- (a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "Purchaser Default"), Seller's sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, as liquidated damages for Purchaser's Default. Upon payment of the Deposit and any interest earned thereon to Seller, this Agreement shall be terminated and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.
- (b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "Seller Default"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent or Seller, as applicable, shall return the Deposit to Purchaser, with the interest earned thereon, if any, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within sixty (60) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the Deposit; and (y) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "Purchaser's Costs" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property.
- (c) Upon the release of the Deposit, and any interest accrued thereon, to either Purchaser or Seller, as the case may be, and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have

any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII ESCROW

Section 12.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

- (a) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.
- (b) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) business-day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section 12.02 Escrow Agent's Duties and Responsibilities.

- (a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.
- (b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.
- (c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow

Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

- (d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of Tennessee; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.
 - (e) Escrow Agent shall not charge a fee for its services as escrow agent.
- (f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.
- (g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 12.03 Indemnification of Escrow Agent. To the extent permitted by Tennessee law, Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's negligence or willful misconduct.

Section 12.04 Survival. This Article XI shall survive the Closing or the termination of this Agreement.

ARTICLE XIII BROKERS

Section 13.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction other than Parks Group (the "Broker"). Purchaser shall pay the brokerage commission due Broker in accordance with the terms and conditions of a separate written agreement. To the extent permitted by Tennessee law, Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 13.02 Survival. The provisions of this Article XII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 14.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 14.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 14.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "Business Day" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Tennessee.

Section 14.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 14.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and

obligations under this Agreement or in the Property without the prior written consent of Seller, provided that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder and written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing. If an assignee assumes all Purchaser's obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to such assignee, Purchaser shall be released from all obligations under this Agreement.

Section 14.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 14.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Tennessee and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.09 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 14.10 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 14.11 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 14.12 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser. FURTHERMORE, THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNTIL IT HAS BEEN APPROVED BY THE MURFREESBORO CITY COUNCIL.

Section 14.13 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 14.14 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Central Time on such date, provided that such action must be completed by 4:00 p.m. Central Time with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF MURFREESBORO, TENNESSEE

REGIONS BANK as trustee of THE

RANSOM TRUST

Ву:			
Name:	Shane	McFarland	

Title: Mayor

Name: David P. Rogers

Title: Vice President

Attest:

Erin Tucker, City Recorder

Approved as to form:

Adam 7 Tucker

Adam F. Tucker, City Attorney

ESCROW AGENT:

Murfree, Goodman, & Rosado, PLLC

Name: Bricke Murfree

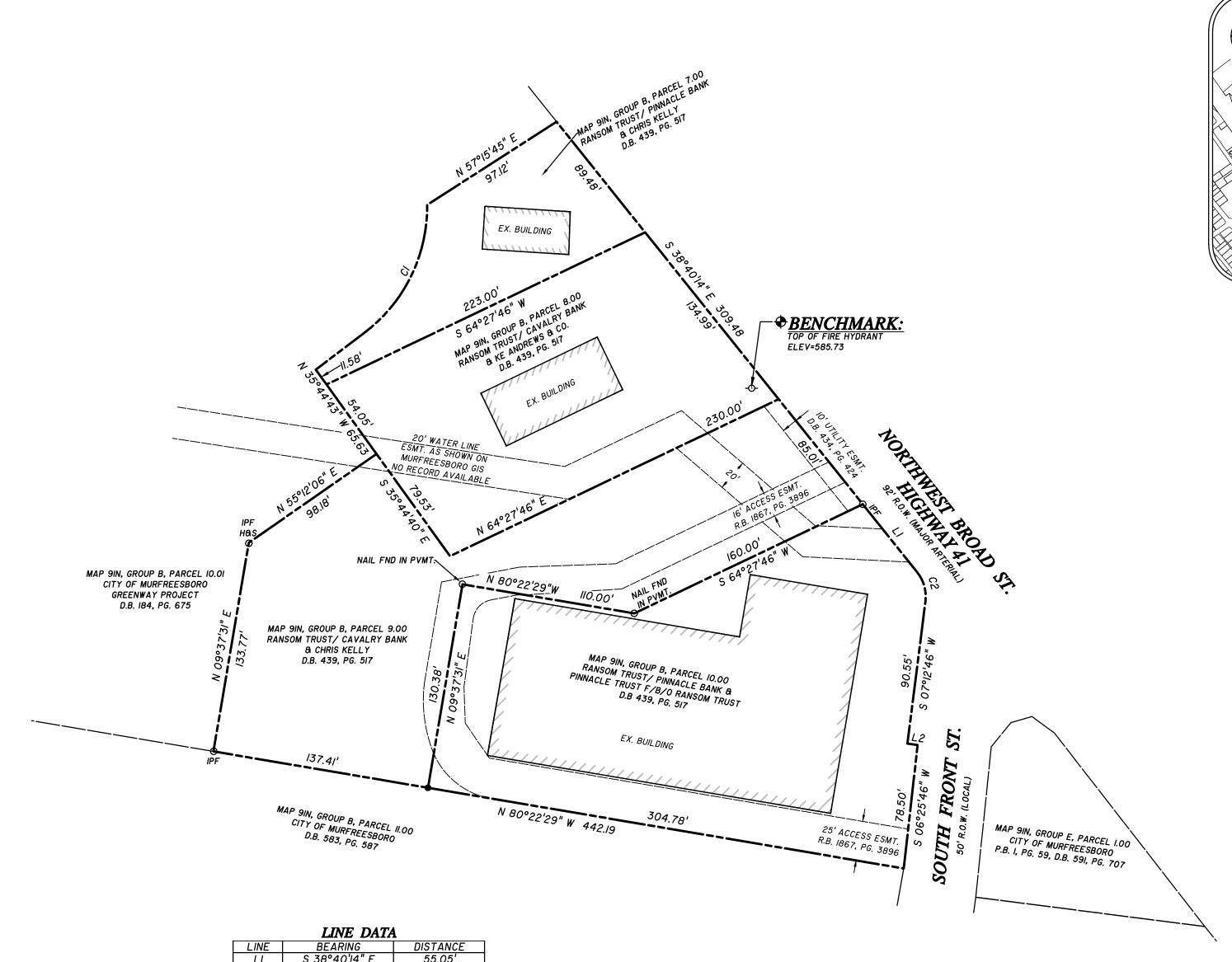
Title: Managing Member

4866-3549-2518 v.3

SCHEDULES AND EXHIBITS

EXHIBITS

Exhibit A	Description of the Land
Exhibit B	Leases, Captain D's and Yard Sale
Exhibit C	Included Personal Property
Exhibit D	Deed
Exhibit E	Assignment of Leases, Captain D's and Yard Sale
Exhibit F	Tenant Notice Letters, Captain D's and Yard Sale
Exhibit G	Tenant Estoppel Certificates, Captain D's and Yard Sale
Exhibit H	Bill of Sale





LINE	BEARING	DISTANCE	
LI	S 38°40'I4" E	55.05′	
L2	S 82°28'I4" E	6.50'	

100

feet

50

CURVE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
CI	100.00'	53°25'01"	93.23′	N 26°06'59" E	89.89'
C2	24.54'	45°52'43"	19.65'	S 15°43'53" E	19.13'



LEGEND

IRON PIN (FOUND)

IRON PIN SET (NEW)

CONC. MONUMENT (FOUND)



MAP 91N, GROUP B, PARCELS, 7.00, 8.00, 9.00, 10.00 RANSOM TRUST / CAVALRY BANK 333, 323, & 301 NW BROAD ST. & 204 S FRONT ST. DEED BOOK 439, PAGE 517

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



SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING LANDSCAPE ARCHITECTURE

850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129 PHONE (615) 890-7901 • FAX (615) 895-2567

PROJ. # 19098 DATE:10/9/2024 NW-BroadSt-Exhibit

DRAWN BY:

SHEET I OF I

Kamson File-Yard Sale
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THIS LEASE AGREEMENT (the "Lease") is dated as of April 1, 2022, and is by and between PINNACLE BANK, Successor Trustee of the Ransom Family Trust ("Lessor") and YARD SALE, INC., a Tennessee corporation, ("Lessee").

In consideration of the mutual promises herein contained and other valuable consideration, receipt and adequacy of which are acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1

Section 1.1. Leased Premises, Lessor does hereby covenant with Lessee that it is lawfully seized and possessed of the real property described on Exhibit A hereto (the "Leased Premises") located at 204 South Front Street, Murfreesboro, Rutherford County, Tennessee, in fee simple and that Lessor has good right to lease the same. Lessor hereby demises and leases to Lessee, and Lessee hereby takes and leases from Lessor, the Leased Premises upon the terms and conditions set forth herein. This Lease and the Leased Premises are subject to all restrictions and easements of record.

TO HAVE AND TO HOLD the Leased Premises unto Lessee for and during the term(s) set forth herein for only the following commercial purpose(s): general merchandise sale and re-sale and for no other business or purpose unless Lessee obtains the prior written consent of Lessor. The Lessee shall cause its business within the Leased Premises to be open for business continuously during the term of this Lease. The Lessee will not use or permit the Leased Premises to be used for any purpose (nor permit anything to be located on the Leased Premises) that will invalidate any insurance required by this Lease. The Lessee will not in any manner deface, damage, or injure the Leased Premises, and the Lessee will not commit waste on the Leased Premises. The Lessee will not overload the floors of the Leased Premises (heavy equipment may be permitted only with the prior written consent of the Lessor). The Lessee will not permit any objectionable noise or odor to escape from or create a nuisance or to disturb any other person located in, on, adjacent to, or around the Leased Premises. The Lessee will not permit any condition to exist that in any way injures the reputation or value of the Leased Premises. The Lessee shall comply with all laws, ordinances (including, without limitation, ordinances regarding the use of the Leased Premises), and regulations affecting the Leased Premises.

Section 1.2. Parking Areas and Other Common Areas. Lessor gives and grants to Lessee, and covenants that Lessee shall have, during the term of this Lease, the non-exclusive use of all paved parking areas, driveways, sidewalks and other common areas (the "Common Areas") serving the Leased Premises, except for those parking spaces, delivery areas, loading docks and other Common Areas that are designated by Lessor from time to time for the exclusive use of Lessee. The Common Areas shall be used, in common with all other tenants of the adjacent property, for unobstructed pedestrian use and for the ingress, egress and parking of automobiles and other passenger vehicles. Lessor reserves the right to establish, and to modify from time to time, such rules and regulations as Lessor may deem necessary to govern the use of the Common Areas. Lessee agrees to abide by such rules and regulations.

ARTICLE 2

Section 2.1. Term. The term of this Lease shall commence on April 1, 2022, and shall expire on March 31, 2025, unless sooner terminated in accordance with the provisions of this Lease.

ARTICLE 3

Section 3.1. Rental, As rental for the Leased Premises, Lessee agrees to pay to Lessor base rent of \$120,000 per year, payable in advance in equal monthly installments of \$10,000 each on or before the first day of each month throughout the term of this Lease without notice or demand.

In the event this Lease commences on a day other than the first of the month or terminates on a day other than the last day of the month, the rental payment due hereunder shall be prorated as of the date of commencement or termination.

Section 3.2. Late Charges. Lessee acknowledges that any late payment of rent due hereunder, or other sums payable by Lessee under this Lease shall cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being difficult and impractical to calculate. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed on Lessor by the terms of any indebtedness secured by a lien upon the Leased Premises, or late charges and penalties by virtue of late payment of taxes due on the Leased Premises. Therefore, if any installment of rent due hereunder or any other sum payable by Lessee is not received by Lessor within ten (10) days after the same is due, Lessee shall pay to Lessor an additional sum equal five percent (5%) of the amount due as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies that may be available to Lessor.

Section 3.3. Payment, Lessee shall send all rental payments to Lessor in lawful money of the United States of America at the following address (or at such other place and to such other person or entity as Lessor may from time to time direct in writing) without notice or demand:

PINNACLE BANK TRUST SERVICES P. O. BOX 188 MURFREESBORO, TN 37133

ARTICLE 4

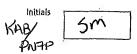
<u>Section 4.1.</u> <u>Taxes, Assessments, and Charges.</u> Throughout the term of this Lease, Lessor shall pay, as they become due and payable, all real property taxes, assessments and charges assessed or imposed upon the Leased Premises and improvements thereon, excluding personal property.

ARTICLE 5

Section 5.1. Insurance.

- Lessor shall obtain, and pay the premiums for a policy or policies of insurance, and shall keep
 the same in force during the term of this Lease, protecting Lessor, any mortgagee and Lessee
 from the following risks and in the following amounts:
 - All risk casualty coverage, vandalism and malicious mischief and sprinkler leakage insurance, for the full cost of replacement of the Leased Premises.
- 2. Lessee shall obtain, and pay the premiums for a policy or policies of insurance from companies satisfactory to Lessor, and shall keep the same in force during the term of this

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Lease, and shall furnish to Lessor a certificate thereof (or such other document or duplicate policy evidencing such insurance in a form satisfactory to Lessor, any mortgagee and Lessee protecting Lessor, any mortgagee and Lessee from the following risks and in the following amounts:

- a. Public liability and property damage insurance in standard form with limits of liability for injury or death to any one person in an amount of not less than One Million Dollars (\$1,000,000.00); for injury or death of more than one person in any one occurrence in an amount of not less than One Million Dollars (\$1,000,000.00); and for damage to property in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00); and
- All risk casualty coverage, vandalism and malicious mischief and sprinkler leakage insurance, for the full cost of replacement of Lessee's property, including its fixtures, equipment and inventory; and
- c. Insurance against additional risks, or of such greater coverage of the above risks as may be reasonably be required by Lessor or any mortgagee and which is customary in Tenant's line of business.
- Section 5.3. Certificates. The insurance policy or policies required above shall name Lessor and any mortgagee requested by Lessor as additional insureds and/or loss payees, as appropriate thereon, as their respective interests may appear, and shall provide that such policies may not be cancelled on less than thirty (30) days' prior written notice to Lessor and such mortgagee(s). Should Lessee fail to carry such insurance and furnish Lessor with such certificates of insurance after a request to do so, Lessor shall have the right to obtain such insurance and collect the cost thereof from Lessee as additional rent.
- Section 5.4. No Liability. Lessor shall not be liable for damage either to any person or property due to the condition of the Leased Premises or due to the occurrence of any accident in or about the Leased Premises and the Common Areas or due to any act or neglect of Lessee or any other occupant of the Leased Premises or of any person, except for damage resulting directly from any grossly negligent or willful misconduct of Lessor.

ARTICLE 6

Omitted

ARTICLE 7

Section 7.1. Legal Requirements. Lessee shall comply with all governmental laws, ordinances, regulations and rules of every kind pertaining to the Leased Premises or to the use and occupancy thereof, and to the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from all costs, attorneys' fees, expenses, claims and damages arising by reason of Lessee's failure to comply therewith. Lessee shall in no event conduct, permit or allow the release or disposal of any hazardous wastes or toxic substances on, in, or under the Leased Premises, and to the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless and from all costs, attorneys' fees, expenses, claims, and damages arising by reason of any such release or disposal. These obligations shall survive any termination or expiration of this Lease.

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ARTICLE 8

- Section 8.1. <u>Utilities</u>. Lessee shall pay for all gas, water, electricity, telephone, and other utilities, materials and services which may be furnished to, or used or consumed by Lessee in or about, the Leased Premises during all terms hereof and/or any possession of the Leased Premises by Lessee. Lessee shall keep the Leased Premises free and clear of any lien or encumbrance of any kind arising out of Lessee's nonpayment thereof.
- Section 8.2. Alterations to Leased Premises. Lessee shall not make any alterations, repairs, additions, or improvements to the Leased Premises without the prior written consent of Lessor. As a condition of such consent, Lessor may require Lessee to remove the alterations or improvements and restore the Leased Premises upon termination of this Lease. Any alterations, improvements or utility installations in, on or about the Leased Premises that Lessee shall desire to make that require the consent of Lessor shall be presented to Lessor in written form with proposed detailed plans. If Lessor shall give its consent, such consent shall be deemed conditioned upon (a) Lessee's acquiring all required permits to do so from appropriate governmental agencies, (b) the furnishing of copies thereof to Lessor prior to the commencement of the work, and (c) the compliance by Lessee with all conditions of said permits in a prompt and expeditious manner and if such alterations, repairs, additions, or improvements are made, all such alterations, repairs, additions, and improvements shall be forfeited to the Lessor upon termination of this Lease, unless otherwise directed by Lessor in writing.
- Section 8.3. Mechanic's Liens. Lessee shall keep the Leased Premises and any improvements thereon at all times during all terms hereof (or other possession by Lessee) free of mechanic's and materialmen's liens and other liens and will indemnify and hold Lessor harmless from and against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should Lessee fail fully to discharge any such lien or claim, Lessor may, at Lessor's sole option, pay the same or any part thereof, and all amounts so paid by Lessor, together with interest thereon, shall be repaid by Lessee as provided in Article 17, and same shall be considered additional rent.
- Section 8.4. Lessee Not Lessor's Agent. It is further agreed between the parties and notice is hereby given that Lessee is not the agent of Lessor for the alteration or maintenance of any improvements on the Leased Premises and all contractors, materialmen, mechanics and laborers are hereby charged with notice that they must look to Lessee only for the payment of any charge for work done or materials furnished on the Premises during the term of this Lease.

ARTICLE 9

Section 9.1. Personal Property. Lessee shall be responsible for all personal property, including furniture, fixtures and merchandise located in, on or about the Leased Premises. Lessor shall not be liable for any damage thereto or theft thereof; nor shall Lessor be liable for any damage to the person or property of Lessee or other persons resulting from the act or neglect of any invitee, tenant, occupant, or other person entering upon the Leased Premises.

ARTICLE 10

<u>Section 10.1.</u> <u>Indemnification</u>. To the extent permitted by applicable law, Lessee shall defend, indemnify and hold Lessor harmless from and against any and all liabilities, actions, claims and damages which may be imposed upon or incurred by or asserted against Lessor by reason of any accident, injury to or death of any person or any damage to any property occurring on or about the Leased Premises or any part thereof, or any use, nonuse or condition of the Leased Premises or any part thereof, during any term

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of this Lease and/or any possession of the Leased Premises by Lessee. These obligations shall survive any termination or expiration of this Lease.

ARTICLE 11

Section 11.1. Force Majeure. In the event Lessor or Lessee shall be delayed or hindered in or prevented from the performance of any act (other than monetary payments) required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power or other utilities, fire or other casualty, acts of God, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature, then performance of such act shall be excused for the period of such delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 12

Section 12.1. Condemnation. In the event of condemnation or other taking of all or any material part of the Leased Premises, so as to render Lessee's use of the Leased Premises no longer feasible, then Lessee may: (a) terminate this Lease upon thirty (30) days' written notice to Lessor, provided that such notice must be delivered to Lessor within sixty (60) days of the taking in order to be effective; or (b) continue the Lease if future rent is equitably adjusted to take into account the reduced area of the Leased Premises upon terms and conditions satisfactory to Lessor and Lessee. The entire award of damages or compensation for a taking of the Leased Premises, whether such taking be in whole or in part, shall belong to and be the property of Lessor.

ARTICLE 13

- Section 13.1. Repairs, Replacement and Maintenance. Lessee agrees, at its expense, to keep the Leased Premises in good condition and repair, ordinary wear and tear excepted. Excluding the roof and structural repairs, the Lessee shall make all repairs or replacements necessary to keep the Leased Premises, including improvements, interior walls, doors, plate glass, light fixtures, furnishings and fixtures, in good working order and to prevent deterioration, at Lessee's sole cost. Lessee shall procure its own janitorial and security alarm services. Lessee shall also keep the sidewalks and service areas abutting the Leased Premises, and all doorways and entrance to the Leased Premises in a clean, safe and healthy condition, free of snow and ice.
- <u>Section 13.2.</u> <u>Repairs by Lessor</u>. Nothing contained herein shall require Lessor to make any repairs except such repairs as are required by law.
- Section 13.3. Inspection by Lessor, Lessor shall have the right at all reasonable times to make inspection of the Leased Premises to verify Lessee's compliance with this Lease,
- Section 13.4. <u>Notification</u>. Lessee shall immediately give the Lessor written notice of any circumstance requiring repair or replacement to the Leased Premises.

ARTICLE 14

<u>Section 14.1.</u> <u>Recording.</u> Lessor and Lessee agree that neither this Lease, nor a memorandum hereof, shall be recorded.

(Ransom/204 Front Street)

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ARTICLE 15

Section 15.1. Quiet Enjoyment. Subject to the terms and provisions herein contained, Lessor covenants and agrees with Lessee that, conditioned upon Lessee's performing and fulfilling all of its covenants, agreements, conditions and provisions herein, Lessee shall and may at all times during any term hereof have peaceful, quiet and exclusive possession of the Leased Premises, and hold and enjoy the same without hindrance or molestation from Lessor or anyone claiming by, through, or under Lessor.

ARTICLE 16

Section 16.1. No Assignment or Sublease. Lessee shall not have the right to assign or transfer this Lease or to sublease all or any portion of the Leased Premises at any time. The transfer of the majority of the voting stock of Lessee, if Lessee is a corporation, the transfer of a majority of the partnership or membership interests in Lessee if Lessee is a partnership or limited liability company, and any transfer by operation of law, will be deemed "assignments" for purposes of this Lease. Lessor may assign its interest hereunder absolutely or as collateral for any obligation of Lessor. Lessee shall recognize Lessor's assignee and be bound to such assignee in the same manner as it is bound to Lessor. Lessee agrees to execute an estoppel agreement in form satisfactory to Lessor and/or its assignee at such times as required by Lessor.

ARTICLE 17

Section 17.1. Lessor's Performance of Lessee's Obligations. If Lessee shall default in the performance of any covenant to be performed by Lessee, then Lessor may, but shall not be obligated to, perform the same for the account of Lessee. In such event, Lessee shall reimburse Lessor on account thereof upon demand, with interest at the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate allowable under applicable law, and such shall be considered additional rent.

ARTICLE 18

Section 18.1. Surrender of Premises on Termination of Lease. Upon, but not prior to, the expiration or earlier termination of this Lease, all permanent improvements and landscaping then situated upon the Leased Premises, including fixtures, shall be deemed to become a part of the realty and to become the property of Lessor (unless required to be removed by Lessee pursuant to Section 8.2), and Lessee shall peaceably and quietly quit and surrender the same, together with the Leased Premises, to Lessor in a "broom clean" condition and in the same condition as the Leased Premises were in when this Lease originated, ordinary wear and tear excepted. If Lessee is not in default under this Lease as to rent or any other obligation, Lessee shall have the right at any time within thirty (30) days thereafter to remove from the Leased Premises all personal property (excluding landscaping and fixtures) owned by Lessee, and all property not so removed shall be deemed abandoned by Lessee to Lessor. Lessee shall immediately repair any damage caused by such removal.

Section 18.2. Holdover. In the event Lessee fails to quit and surrender the Leased Premises upon the expiration or earlier termination of this Lease as required above, then Lessee shall be deemed to be in possession of the Leased Premises on a month to month holdover tenancy, in which event all of Lessee's obligations under this Lease shall continue in full force and effect; provided, however, that rent due and payable during such holdover tenancy shall be at the rate of \$ 12,000 per month. Notwithstanding anything to the contrary herein, this provision for a holdover tenancy shall in no event be construed to entitle Lessee to remain in possession of the Leased Premises beyond the expiration or earlier termination of any term of this Lease.

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ARTICLE 19

Section 19.1. Security Deposit. Lessee has previously deposited with Lessor eight thousand & no/100 dollars (\$8,000.00) (the "Security Deposit") as security for the full and faithful performance by Lessee of all the terms of this Lease required to be performed by Lessee. The Security Deposit shall be returned to Lessee after the expiration of this Lesse, provided Lessee has fully and faithfully carried out all of the terms hereof. Lessor shall have the right to transfer the Security Deposit to the purchaser of the fee simple interest of the Leased Premises to be held under the terms of this Lease, and Lessor shall be released from all liability for the return of such Security Deposit to Lessee. Upon any default by Lessee in the performance of its obligations under this Lease, Lessor may (but shall not be obligated to) use all or a portion of the Security Deposit to cure such default and/or to reimburse Lessor from all losses or damages arising with respect thereto. In the event that Lessor so uses any portion of the Security Deposit, Lessee shall immediately deliver funds to Lessor sufficient to replenish the Security Deposit in full.

ARTICLE 20

Section 20.1. Default and Remedies. In the event that:

- a) Lessee fails to pay any installment of rent or any other amount owed Lessor hereunder when due; or
- b) Lessee fails to maintain continuously the insurance coverage required hereunder; or
- c) Lessee or any guarantor of Lessee's obligations hereunder files a petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, or is the subject of the appointment of a receiver; or
- d) Lessee shall fail to perform any obligation of Lessee hereunder or to comply with any condition or covenant contained herein, if such failure shall continue for the earlier of (i) ten (10) days after written notice thereof from Lessor to Lessee and (ii) twenty (20) days after the occurrence of such failure; or
- e) Lessee dies or ceases to have legal existence; or
- Any of Lessee's representations are untrue or are misleading when made; or
- Lessee abandons the Leased Premises:

Then, in any of the above events, Lessor may, but shall not be required to, do any of the following, all without notice or demand:

- 1) Institute an action or actions to enforce this Lease and recover damages, including, but not Ilmited to, attorneys' fees, and brokerage commissions for services performed by Lessor or by
- Without terminating this Lease, re-entered the Leased Premises and re-let all or any part of the Leased Premises for a term different from that which otherwise would have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained herein, whereupon Lessee shall be obligated to pay to Lessor as liquidated damages the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period that otherwise would have constituted the balance of the term of this Lease, together with all unpaid amounts due and owing hereunder, all of Lessor's reasonable costs and expenses for

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preparing the Leased Premises for re-letting, including all repairs, tenant finish improvements, broker's and attorneys' fee, and all losses or damage that Lessor may sustain by reason of such re-entry and re-letting. Nothing contained herein shall require Lessor to relet the Leased Premises.

- 3) Terminate this Lease by notice to Lessee; reenter the Leased Premises, by legal process or otherwise, and to dispossess and remove Lessee and all of Lessee's personal property therefrom, and to relet the Leased Premises. Upon such termination, Lessor shall be entitled to accelerate and be paid the balance of the rent due for the remainder of the term (including all sums designated as "additional rent"), plus all expenses of Lessor in repairing of the Leased Premises and any reletting thereof, including attorneys' fees, brokerage commissions and court costs, crediting any amount obtained by reason of any such reletting. Nothing contained herein shall require Lessor to relet the Leased Premises.
- Cure any default on behalf of Lessee and recover the costs of such cure as provided in Article 17 above.
- 5) Exercise any other remedy allowed by law or equity.

Section 20.2. Not Exclusive. No remedy herein conferred upon Lessor shall be exclusive of any other remedy, but the same shall be cumulative and in addition to every other remedy provided by law or equity or provided elsewhere herein.

ARTICLE 21

Joinder of Lessor. Lessor shall join in, or permit the use of its name in connection with any claim, action, proceeding or other matter brought or maintained by the Lessee if any such joinder or use is necessary or convenient for the enforcement or protection of any right, title, interest, claim or charge by the Lessee arising under the terms of this Lease or as a result of or incident to Lessee's use or occupancy of the Leased Premises, provided that Lessee shall pay all costs and expense in connection therewith and indemnify and save harmless Lessor from and against the same and any losses in connection therewith.

ARTICLE 22

Section 22.1. Number and Gender. Whenever the singular number is used in this Lease and when required by context, the same shall include the feminine and neuter genders, and the word "person" shall include corporation, partnership, firm or association. This Lease may be executed in any number of counterparts, each of which when so executed shall, irrespective of the date of its execution and delivery, be deemed as an original, and said counterparts together shall constitute one and the same instrument.

ARTICLE 23

Section 23.1. Notices. Whenever under the terms hereof provision is made for notice of any kind, it shall be deemed sufficient only if in writing and delivered by registered or certified mail, return receipt requested, postage prepaid, or courier as follows:

To Lessor at: Pinnacle Bank, Successor Trustee of the Ransom Family Trust

P.O. Box 188

Murfreesboro, TN 37133 Attention; Kim A. Boone

[Ransom/204 Front Street]

KABINAP SM

To Lessee at:

Yard Sale, Inc.

204 South Front Street Murfreesboro, TN 37128 Attention: Sean Miller

Change of address may be effected only by giving notice as aforesaid.

Section 23.2. Notice Given. All notices shall be deemed to have been given when they are mailed by registered mail or certified mail, postage prepaid, addressed as hereinabove provided or personally delivered to the addressee.

ARTICLE 24

Section 24.1. Non-Waiver. No covenant, term or condition of this Lease to be performed by one party shall be waived, except by written consent of the other party, and forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by the other party, and until complete performance by the delinquent party of such covenant, term or condition, the other party shall be entitled to invoke any remedy available under this Lease or by law or equity, despite such forbearance or indulgence.

Time of Essence, Time is of the essence of this Lease. Section 24.2,

ARTICLE 25

Successors and Assigns. Subject to the other provisions of this Lease, all of the terms, covenants and conditions of this Lease shall inure to the benefit of and shall bind as the case may be, not only the parties hereto, but the executors, administrators, heirs, successors, assignees and legal representatives of the respective parties hereto. In the event of the transfer and conveyance of the fee simple interest of the Leased Premises by Lessor to a person or entity expressly assuming Lessor's obligations under this Lease, Lessor shall thereby be released from any further obligations hereunder, and Lessee agrees to look solely to such successor-in-interest of Lessor for performance of such obligations.

ARTICLE 26

Section 26.1. Lease Changed Only By Writing. None of the terms, covenants and agreements of this Lease shall in any manner be altered, waived or changed, except by written instrument signed by both Lessor and Lessee or the person against whom enforcement is sought.

ARTICLE 27

Section 27.1. Mortgages. Lessee shall not have the right at any time to pledge, subject to lien or otherwise encumber by any means any interest in the Leased Premises. Lessor may encumber the Lease or Leased Premises by deed of trust or otherwise securing such sums and conditions, as Lessor may desire. This Lease will automatically be subordinate to any such mortgage. Lessee agrees to execute any subordination and attornment agreement submitted by Lessor within ten (10) days of delivery to Lessee of such,

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[Ransom/204 Front Street]

KABPNAP SM

ARTICLE 28

Section 28.1. Estoppel Certificate. Upon Lessor's reasonable request from time to time, Lessee shall certify in writing that Lessor, to the best of Lessee's knowledge, is not in default under the terms of this Lesse, if such be the case.

ARTICLE 29

Section 29. 1. Entire Agreement. This Lease and the covenants and agreements set forth herein and as they may be amended in accordance with Article 26 herein are and shall constitute the entire agreement between the parties. Each party to the Lease hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, expressed or implied, to such party other than those expressly set forth herein, and that each party, in entering into and executing this Lease, has relied upon no warranties, representations, covenants or agreements other than those expressly set forth herein. BY ITS ACCEPTANCE OF THIS LEASE, LESSEE ACKNOWLEDGES THAT LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (AND THAT LESSOR HAS MADE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), THAT LESSEE HAS MADE ALL SUCH INVESTIGATIONS AND ASSESSMENTS OF THE LEASED PREMISES AS LESSEE DEEMS OR HAS DEEMED APPROPRIATE TO INFORM ITSELF AS TO THE CONDITION OF THE LEASED PREMISES, AND THAT LESSEE ACCEPTS THE LEASED PREMISES AND IS LEASING THE LEASED PREMISES AND ANY IMPROVEMENTS THEREON "AS IS, WHEREIS AND WITH ALL FAULTS, IF ANY." To the extent permitted by applicable law, Lessee hereby releases, and agrees to indemnify against and hold Lessor, its agents, successors and assigns, harmless from, any and all damages, liabilities, claims and causes of action which Lessee may have as a result of or in connection with any aspect or condition of the Leased Premises and/or any improvements thereon. This release and indemnification shall survive any termination or expiration of this Lease.

Lessee further acknowledges that all of its representations, warranties, covenants, and agreements run in favor of the Lessor and the beneficiaries of Lessor.

Section 29.2 Severability. If any provision of this Lease conflicts with applicable provisions of law, then the provision of the Lease in conflict with applicable provisions of law shall be null and void; provided, however, such nullity shall not affect the other provisions of this Lease, and all such other provisions shall remain in full force and effect.

ARTICLE 30

Section 30.1. Reletting. Within the final six months of any term hereof, Lessor may place signs on the Leased Premises advertising same for lease and may otherwise take all reasonable actions in order to lease same, including the showing of the Leased Premises to prospective tenants.

ARTICLE 31

Section 31.1. Beneficiaries of Lessor. All promises, indemnities, and agreements running in favor of Lessor shall be deemed to run in favor of the beneficiaries for whom the Lessor is acting.

ARTICLE 32

Section 32.1. Environmental Protection/Hazardous Substances. Lessee agrees not to engage in any activity that violates Environmental Protection Agency regulations or guidelines, or any other local,

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[Ransom/204 Front Street]

Initials

KABUAP

Firefox

state or federal government statute, regulation or guideline regarding the protection of the environment or the use, transportation, storage or disposal of dangerous waste, chemicals or other substances subject to any such governmental regulation. Lessee will not use or install any in-ground storage tanks. In the event environmental damage, fines, losses or other injury to persons or property is caused or may have been caused by any action or inaction of Lessee, its agents, employees or suppliers, Lessee will immediately notify Lessor. Lessee will be responsible for a complete clean up of any and all dangerous substances, contaminated soils or other materials, and Lessee hereby indemnifies Lessor against any claims, fines, losses or costs incurred by Lessor as a result of Lessee's action or inaction in this regard. Lessor may, at Lessor's option, notify Lessee that Lessor will contract for any necessary clean up with a company of Lessor's choice, at Lessee's sole cost and expense. This obligation and indemnification shall survive the expiration or termination of this Lease, and Lessee shall remain liable for any damages or expenses related to the above, whenever said damages might be discovered.

ARTICLE 33

Section 33.1. Costs and Expenses. In the event it becomes necessary for Lessor to employ an attorney or take any other action to enforce collection of the rent due hereunder or to enforce compliance with any of the covenants or agreements of Lessee herein contained, Lessee shall be liable for all costs and expenses, including without limitation reasonable attorney's fees, costs and expenses, incurred by the Lessor in connection therewith.

Section 33.2. Broker. The parties hereto warrant and represent that, other than Parks Real Estate (John Harney) and Chas. Hawkins Company (Robert Stout), no other broker(s) were involved in negotiating or consummating this Lease, and each party agrees to indemnify and hold harmless the other party from and against any and all claims for brokerage commissions arising out of any communications or negotiations had by such party with regard to the Leased Premises.

Section 33.3 Lessor and Lessee may deliver executed signature pages to this Agreement and any amendments hereto by PDF or other electronic copy via email to the other party, which shall be deemed to be an original executed signature page. Lessor and Lessee intend to be bound by such electronic copies and waive any defenses to enforcement based on electronic copies of signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

IN WITNESS WHEREOF, this Lease is executed in Tennessee, as of the day and year first above written.

SIGNATURES ON THE FOLLOWING PAGE

[Ransom/204 Front Street]

11

(AB/AVAP

Sn

Firefox

LESSOR:

Pinnacle Bank, Successor Trustee of the Ransom Family Trust

y:) Kim A. Boon

Title: Senior Vice President & Trust Advisor

LESSEE: Yard Sale, Inc.

By: SEAN MILL

Title: CE

[Ransom/204 Front Street]

12

Initia

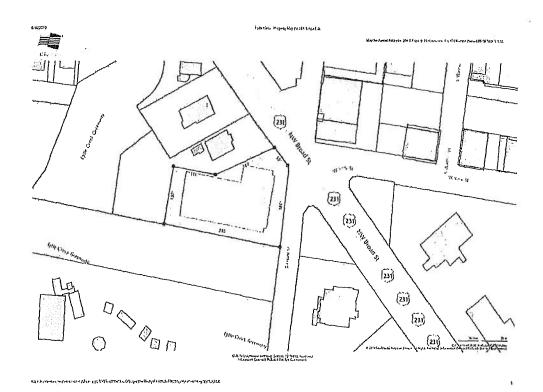


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EXHIBIT "A"

The Leased Premises located at 204 South Front Street, formerly known as 231 N. W. Broad Street, Murfreesboro, Tennessee, situated in the 13th Civil District of Rutherford County, Tennessee being more particularly described as follows, to-wit:

Commencing at the southwest corner of the property leased to Camino Real Restaurant, said point of beginning located on the west margin of North West Broad Street and continuing in a westerly direction with the Camino Real Restaurant line 160 feet to point; thence continuing northwesterly in a parallel line to the City of Murfreesboro property line 110 feet to a point; thence continuing in a southerly direction with a line perpendicular to the City of Murfreesboro property line 100 feet to a point, said point being 30 feet north of the City of Murfreesboro property line 315 feet to the western edge of South Front Street; thence with South Front Street in a northerly direction 145.2 feet to the middle of the curve at the intersection of South Front Street and North West Broad Street; thence from said point in the middle of the curve of South Front Street and North West Broad Streets 55 feet along the western margin of North West Broad Street to the point of beginning, being a lot containing an area of approximately 43,350 square feet.



(Ransom/204 Front Street)

13

Initials 5.



Acct. Name: Throng
Acct#: 102 000 1177
File Selection: Documents
Route to:

Michael T. Folks Senior Vice President and General Counsel michael_folks@captainds.com Direct: (615) 231-2328 Telecopy: (615) 231-2734

February 22, 2021

Via Email (kim.boone@pnfp.com) and Certified Mail - Return Receipt Requested

Ms. Kim A. Boone Senior Vice President and Trust Advisor Pinnacle Financial Partners 214 West College Street Murfreesboro, Tennessee 37130

COPY

Re: Captain D's of Murfreesboro, Tennessee (323 Northwest Broad Street) - No. 3502

Ms. Boone:

Captain D's Realty, LLC hereby exercises its next option to extend the term of the Lease Agreement dated June 13, 1989, as amended, for the above-referenced property through May 31, 2026.

Sincerely,

Captain D's Realty, LLC

Michael T. Folks, Vice President



SECOND AMENDMENT TO LEASE AGREEMENT

323 Northwest Broad Street, Murfreesboro, Tennessee (No. 3502)

Pinnacle National Bank, successor-in-interest to Cavalry Banking, FSB, Trustee under Agreement for Frank L. Ransom, Jr., and Trustee under Agreement for Dorothy V. Ransom (the "Lessor"), and Captain D's Realty, LLC (the "Lessee") enter into this Second Amendment to Lease Agreement (this "Amendment") as of the 1st day of June, 2015.

WITNESSETH:

Whereas, the Lessee leases certain property from the Lessor, as more particularly described in that certain Lease dated June 13, 1989, as amended by that certain Amendment to Lease Agreement dated as of June 1, 2011 (together, the "Lease Agreement"); and

Whereas, the Lessor and the Lessee now desire to amend the Lease Agreement pursuant to the terms and conditions of this Amendment;

Now, therefore, for good and valuable consideration, the parties agree as follows:

- 1. <u>Definitions</u>. All initially-capitalized words and phrases not defined in this Amendment shall have the meaning set forth in the Lease Agreement.
- 2. Remodel of Restaurant. On or before September 30, 2015, the Lessee shall remodel the Captain D's restaurant located on the Premises pursuant to the remodeling plans submitted by the Lessee to the Lessor pursuant to that certain letter dated April 22, 2015.
- 3. Exercise of Next Renewal Option and Rent. Upon and subject to the completion of the remodel work as specified in Section 2, above, the Lessee shall exercise and hereby exercises the next option to extend the Initial Term of the Lease through May 31, 2021. The Base Rent during that extended term shall remain the same as the current amount of the Base Rent (i.e., \$48, 250 per year).
- 4, Other Terms and Provisions. Except as expressly amended by this Amendment, all of the terms and provisions of the Lease Agreement, including (without limitation) the percentage rent provisions of the Lease Agreement, shall remain in full force and effect.
- 5. <u>Counterparts</u>. The parties may execute this Amendment in one or more counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

Executed as of the day and year first set forth above.

Lessor:

Lessee:

Pinnacle National Bank, successor-in-interest to Cavalry Banking, FSB, Trustee under Agreement for Frank L. Ransom, Jr.

By: MU Done SVPt

Title: OU

Pinnacle National Bank, successor-in-interest to Cavalry Banking, FSB, Trustee under Agreement for Dorothy V. Ransom

By: HM Doone, JAPOTA

Name: Kiw

Captain D's Realty, LLC

By: Captain D's, LLC, Managing Member

Michael T. Folks, Senior Vice President



May 29, 2015

Michael T. Folks
Senior Vice President
And General Counsel
Captain D's, LLC
624 Grassmere Park Drive, Suite 30
Nashville, TN 37211

Re: Captain D's of Murfreesboro, TN - Store # 3502 - Lease Amendment

Dear Michael:

Enclosed please find the executed Second Amendment to Lease Agreement pertaining to the Captain D's located in Murfreesboro, TN, also known as your store #3502. As requested, I have executed the Amendment in duplicate and I am sending both to you requesting that you sign and remit one of the fully executed copies back to my office for our files.

Thank you for the decision to move ahead with the remodel for this store. Please let me know should you need anything further.

Sincerely,

Kim A. Boone

Senior Vice President and

Trust Advisor

Enclosures

AMENDMENT TO LEASE AGREEMENT

323 Northwest Broad Street, Murfreesboro, Tennessee (No. 3502)

Pinnacle National Bank, successor-in-interest to Cavalry Banking, FSB, Trustee under Agreement for Frank L. Ransom, Jr., and Trustee under Agreement for Dorothy V. Ransom (the "Lessor"), and Captain D's Realty, LLC (the "Lessee") enter into this Amendment to Lease Agreement (this "Amendment") as of the 1st day of June, 2011.

WITNESSETH:

Whereas, the Lessee leases certain property from the Lessor, as more particularly described in that certain Lease dated June 13, 1989 (the "Lease Agreement"); and

Whereas, the Lessor and the Lessee now desire to amend the Lease Agreement pursuant to the terms and conditions of this Amendment;

Now, therefore, for good and valuable consideration, the parties agree as follows:

- 1. <u>Definitions</u>. All initially-capitalized words and phrases not defined in this Amendment shall have the meaning set forth in the Lease Agreement.
- 2. <u>Extension of Current Term</u>. The Lessor and the Lessee hereby extend the current term of the Lease Agreement through May 31, 2016.
- 3. Additional Renewal Options. The Lessor and the Lessee hereby amend the first sentence of Section 3(b) of the Lease Agreement to add four additional five-year renewal options pursuant to the same terms and conditions as set forth in the Lease Agreement and as otherwise set forth in the remainder of Section 3(b) of the Lease Agreement, except as set forth in Section 4 of this Amendment and the last sentence of this section. The first additional renewal term shall begin on June 1, 2016, and end on May 31, 2021. The second additional renewal term shall begin on June 1, 2021, and end on May 31, 2026. The third additional renewal term shall begin on June 1, 2026, and end on May 31, 2031. The fourth additional renewal term shall begin on June 1, 2031, and end on May 31, 2036. In order to exercise the fourth additional renewal term, the Lessee shall obtain the written consent of the Lessor at least 120 days prior to the commencement of the fourth additional renewal term, which consent the Lessor shall have the absolute right to refuse to give in its sole discretion.
- 4. Rent. The Lessor and Lessee hereby amend Section 4 of the Lease Agreement to provide for the following Base Rental for the following periods, which include the current term, as extended by this Amendment, and all additional renewal terms, as added by this Amendment:

Period of Current or Renewal Term	Base Rental	Monthly Rental
June 1, 2011, through May 31, 2016	\$48,250 per year	\$4,020.83
June 1, 2016, through May 31, 2021	\$50,000 per year	\$4,166.67
June 1, 2021, through May 31, 2026	\$55,000 per year	\$4,583.33
June 1, 2026, through May 31, 2031	\$60,000 per year	\$5,000.00
June 1, 2031, through May 31, 2036	\$65,000 per year	\$5,416.67

The Lessee shall pay the Base Rental in advance on the first business day of each calendar month. The percentage rental provisions of Sections 4(b) and 4(d) of the Lease Agreement shall remain in full force and effect, unchanged by this Amendment, except that the parties hereby change the phrase "lease year" to mean the 12-month period ending on May 31 of each year.

- 5. Other Terms and Provisions. Except as expressly amended by this Amendment, all of the terms and provisions of the Lease Agreement shall remain in full force and effect.
- The parties may execute this Amendment in one or more 6. Counterparts. counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

Executed as of the day and year first set forth above.

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	OCCO!	
	essor:	

Pinnacle National Bank, successor-in-interest to Cavalry Banking, FSB, Trustee under Agreement for Frank L. Ransom, Jr.

Pinnacle National Bank, successor-in-interest to Cavalry Banking, FSB, Trustee under Agreement for Dorothy V. Ransom

Title: Serion Vice PRESIDENT/

Captain D's Realty, LLC

By: Captain D's, LLC, Managing Member

By: michal 9. Folks Michael T. Folks, Senior Vice President

fc11083-02

Lessee:

LEASE

THIS LEASE, made and entered into this 134 day of June, 1989, by and between SOVRAN BANK/CENTRAL SOUTH as Trustee under Agreement for Frank L. Ransom, Jr., and Trustee under Agreement for Dorothy V. Ransom, hereinafter referred to as "Lessor", and SHONEY'S, INC., 1727 Elm Hill Pike, Nashville, Tennessee 37210 hereinafter referred to as "Lessee".

WITNESSETH:

1. <u>Premises</u>. The Lessor hereby demises and leases to the Lessee and the Lessee hereby leases from the Lessor, for the term and upon the covenants and conditions set forth in this Lease, certain property located at 431 Northwest Broad Street, Murfreesboro, Tennessee, together with all the easements, appurtenances and hereditaments thereunto belonging (the "real property"), which real property is more particularly described on <u>Exhibit "A"</u> attached hereto, and all buildings and improvements now or hereafter situated thereon (the "Improvements"). The real property and improvements are hereinafter together referred to as the "Premises".

2. Construction of Improvements.

- (a) Lessee agrees to construct a standard Captain D's restaurant on the real property as shown on a plot plan to be subsequently prepared by Lessee, which plot plan shall be attached hereto as Exhibit "B" (the "Plot Plan"), and as more completely set forth in plans and specifications (the "Plans and Specifications") which have been approved by both Lessor and Lessee, or which shall be so approved. Lessor represents and warrants that all necessary utilities shall be available to the property line of the Premises at the time of commencement of construction. Lessee agrees that it will construct the Premises in a fully completed condition ready for lawful use and occupancy as a restaurant in accordance with the Plot Plan and the Plans and Specifications.
- (b) Lessee shall proceed with all diligence to obtain a building permit for the construction of the Improvements to be placed on the real property. In the event Lessee does not obtain the building permit within one hundred eighty (180) days after the execution of this agreement, Lessor shall have the option to cancel this Lease. Lessee agrees that it will commence the construction of the Improvements within thirty (30) days after obtaining the building permit, and will, with reasonable diligence, continuously carry on construction to completion giving consideration to scarcity of materials, strikes, lockout, fire or other

casualty, governmental restrictions and regulations, and construction delays. In the event that, regardless of the reason therefor, the Improvements are not substantially completed within one hundred and twenty (120) days from the date the building permit is issued, then Lessor shall, at any time after giving Lessee thirty (30) days notice of its intention to do so, have the option of terminating the Lease by notice to Lessee, unless said Improvements shall be completed during such thirty (30) day period. Upon any termination pursuant to this paragraph, this Lease shall immediately become null and void, and neither party shall have any further liability hereunder. The option to terminate granted hereby shall be the sole remedy of Lessor for delay in completion by Lessee or any delay in obtaining a building permit.

(c) Upon the completion of the Improvements Lessee shall submit a statement to Lessor containing the total costs of the Improvements constructed by Lessee on the Premises and Lessor shall, within ten (10) days thereafter, reimburse Lessee for the costs of the Improvements. Provided, however, that Lessor shall not be required to reimburse Lessee for any costs incurred by Lessee in excess of Two Hundred Fifty Thousand (\$250,000) Dollars and any costs incurred by Lessee in excess of said amount shall be paid by Lessee.

3. Term.

- (a) Unless terminated as provided herein, this Lease shall be for a term of fifteen (15) years (the "Initial Term"), which term shall commence on the first day of the first month following the date Lessee takes possession of the Premises. The date of possession shall be defined as the earlier of the date upon which the Lessee opens its restaurant for business to the public, or the date thirty (30) days after the completion of the improvements by Lessee. Lessor and Lessee agree to execute an addendum to this Lease setting forth the date of possession.
- (b) Lessee shall have the option to extend the Initial Term of this Lease for two (2) successive additional terms of five (5) years each, upon the same terms, covenants and conditions, including rent, as shall be in effect immediately prior to such extension, except that there shall be no right or option to extend the term of this Lease for any period of time beyond the expiration of the second (2nd) extended term. Unless the Lessee shall give written notice to the Lessor not later than three (3) months prior to the expiration of the Initial Term or the current renewal term, as the case may be, of its intention not to exercise any of the same, the next renewal option shall be deemed to have been automatically exercised by the Lessee and this Lease thereby renewed and extended without the execution of any other or further instrument. Lessee

may, at any time during the initial or any renewal term, waive its right not to exercise one or more of the said renewal options by notice in writing to the Lessor, which waiver shall then be binding and the term of this Lease thereby extended for all purposes. As hereinafter used, all references to the term of this Lease shall include such additional period or periods of time for which the same may be extended as herein provided.

4. Rental.

- (a) Lessee shall, during the initial and any extended term, pay to Lessor, at the address given above or at such other place as Lessor may from time to time designate in writing, yearly rental equal to the sum of Twenty Thousand and No/100 Dollars (\$20,000.00), plus twelve (12%) of the total cost of constructing the improvements, as such terms are hereinafter defined, such cost not to exceed Two Hundred Fifty Thousand (\$250,000) Dollars (the Rental"), unless abated or diminished as hereinafter provided, in equal periodic installments (13 periods to a year) on the first day of each of the Lessee's regular thirteen (13) four week accounting periods, in advance, commencing upon the date of possession; provided, however, in the event the date of possession shall not be the first day of one of Lessee's regular accounting periods, then the Base Rental for such period shall be prorated upon a daily basis and shall be payable upon the date of possession.
- (b) In addition to the Base Rental, Lessee shall pay to Lessor, as additional rental, the amount, if any, by which four percent (4%) of the gross sales for the lease year (which shall mean the 52-53 week period which coincides with the Lessee's fiscal year) exceeds the Base Rental for that lease year (the "Percentage Rental"). The first lease year shall be the period commencing on the date of possession and ending at midnight of the last day of Lessee's current fiscal year. Percentage rental shall be paid within thirty (30) days after the expiration of each lease year at the time the statement setting forth gross sales required by paragraph 4(d) below is submitted.
- (c) The cost of the Improvements shall mean the cost of constructing the buildings and other improvements, which cost shall include the cost of constructing the restaurant building and the parking lot and all necessary lighting, the cost of the building permit, the contractor's completion bond and the plans and specifications, the cost of bringing all utilities to the Premises, any necessary street improvement costs, including curbs and gutters and driveways, all impact fees, all drainage fees, assessments and bonds required in connection with the performance of the foregoing items, excess grading, filling, preparation of the site or the soil, or any other cost necessary to put

the lot in condition whereby the Improvements may be constructed, plus a reasonable administrative fee paid to Lessee for construction management. Provided, however, that notwithstanding the actual cost of constructing the Improvements, the cost of constructing the improvements used in computing the annual minimum rental as provided in paragraph 4(a) above shall not exceed Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars.

- (d) The term "gross sales" as used herein is hereby defined to mean and shall be the total amount of the dollar value, whether paid or unpaid, whether for cash or credit, of all sales of merchandise and services and all revenues and income of every kind and character derived from, arising out of, or payable on account of the Lessee's business and all other business transactions conducted at or from the Premises, whether by Lessee, its subtenants or its assigns. The amount of the dollar volume of bona fide refunds or credits granted for return merchandise and all state sales or federal excise taxes shall be charged as a credit in reduction of the gross amount of sales for the period within which such refunds or credits shall be made. Lessee shall submit to Lessor within thirty (30) days after the expiration of each lease year a written statement signed and certified by the Lessee to be a true and correct statement of the amount of gross sales made by the Lessee during the preceding lease year, and the Lessee shall at the same time pay to the Lessor the amount of Percentage Rental, if there be any due, required to be paid as set forth in paragraph 4(b) above. During the term of this Lease, Lessee shall maintain and keep, or cause to be maintained and kept a full, complete, accurate and permanent record and account of all sales of merchandise and services and all sums of money paid or payable for or on account of, or arising out of the Lessee's business and all business transactions conducted at or from the Premises by or for the account of Lessee, for each day of the initial or any extended term hereof, and such records and accounts and all supporting records shall be open to inspection and audit by Lessor, and its duly authorized agents or representatives at all reasonable times during ordinary business hours.
- 5. <u>Use</u>. It is understood that Lessee initially intends to use the Premises for the operation of a restaurant for the purpose of selling prepared foods and other products to the public for both on and off premises consumption. Lessee may sell liquor, wine, and beer for on-premises consumption provided Lessee shall obtain and maintain the necessary licenses and permits and shall at all times comply with the terms and conditions of such licenses and permits. It is, however, agreed that in the event that Lessee shall, in its sole discretion, deem it desirable, the Premises may be used for any other legitimate and lawful business purpose. Lessor warrants that the use of the Premises for a restaurant is and

- will be a permitted use under the zoning laws or ordinances applicable to the Premises. Lessee shall not knowingly use or occupy the Premises or any part thereof, or suffer or permit the same to be used or occupied for any business or purpose deemed extra hazardous on account of fire or otherwise.
- 6. Lessor's Warranties. Lessor covenants, represents and warrants that it has the full right and power to execute and perform this Lease and to grant the estate demised herein, and that Lessee, on payment of the rent and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises and all rights granted herein during the terms hereof without molestation or hindrance by any person whomsoever.

7. Insurance.

- (a) Lessee agrees to procure and maintain, or cause to be procured and maintained, at its own expense, a policy or policies of general liability insurance against claims and damages in connection with the Premises in amounts not less than \$1,000,000 combined single limit. Said policy of insurance may be in the form of a general coverage or floater policy covering these and other premises provided that Lessor is therein specifically covered. Upon request by Lessor, a certificate of such insurance shall be delivered to Lessor. Such liability insurance shall also cover and include all exterior signs maintained by Lessee. Such policy shall name Lessor as an additional insured as its interest may appear.
- (b) Lessee covenants and agrees that it will at all times during the term of this Lease and at its own cost and expense keep, or cause to be kept, the Premises insured by good and responsible insurance companies, for protection against damage or destruction by fire and other perils embraced within the term "extended coverage" in an amount not less than the full insurable value of the Improvements. Lessee will promptly pay or cause to be paid the premiums on all such insurance on or before the due date thereof, and, upon request, Lessee shall provide Lessor with paid receipts or such other proof of payment as Lessor shall reasonably require. Each such policy shall name Lessor as an additional insured party as its interest may appear and shall contain an agreement by the issuer thereof providing that such policy shall not be modified, amended or cancelled without at least thirty (30) days prior written notice to Lessor. Said policy of insurance may be in the form of a general coverage or floater policy covering these and other premises provided that Lessor is therein specifically covered.
- 8. <u>Damage to Premises</u>. If all or any part of the Premises shall be destroyed or damaged by any casualty of the type covered by a standard fire and extended coverage policy, Lessee

shall, at its own expense, repair the same to the condition existing immediately prior to the damage. If the damage to the Premises is covered by Lessee's insurance, then the insurance proceeds shall be paid to Lessee and shall be used for the purpose of repairing the Premises. If the Premises should be destroyed or damaged to the extent of fifty (50%) percent or more during the last five (5) years of the initial term or at any time during any extended term hereof, then Lessee may, at its option elect to terminate this Lease by notice of cancellation within thirty (30) days after such event and thereupon this Lease shall terminate, and Lessee shall vacate and surrender the Premises to Lessor. Lessee's liability for rent upon the termination of this Lease as set forth above shall cease as of the date of such notice. In the event Lessee elects to terminate this Lease as set forth above, Lessee shall pay to Lessor all insurance proceeds received by Lessee applicable to the Premises as a result of such damage or destruction, except for such insurance payable on account of damage to fixtures or equipment owned by Lessee or placed on the Premises by Lessee. Unless this Lease is terminated as provided above, Lessee shall, in all cases where Lessee must repair the Premises, repair and refixture the interior of the Premises in a manner and to at least a condition equal to that existing prior to its damage or destruction and the proceeds of all insurance carried by Lessee on its property and fixtures shall be used for such purpose. In the event that Lessee does not elect to terminate the Lease, rental shall abate during the period required for the repair.

9. Repairs and Maintenance.

- (a) Lessee covenants and agrees, at its sole cost and expense, to maintain and keep the Premises in good condition and repair at all times during the initial or any extended terms of the Lease, excepting only reasonable wear and tear.
- (b) Lessor shall at all reasonable times have access to the Premises for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms and conditions of this Lease.
- (c) Lessor shall not be liable for any damage to property of Lessee or of others located on the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor will assign and make available to Lessee, to the extent possible, all warranties that it may receive covering any part of the Premises. All property of

Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Lessor.

10. Lessee's Alterations.

- (a) The Lessee, at its own expense, shall have the right to make such repairs, improvements, changes, remodelings, refurbishings, additions and alterations in and to the Premises as it shall deem necessary or desirable in its use and occupancy of the Premises, provided, however, that the Lessee shall not, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, make any material structural alterations to the Premises, or make any repairs, improvements, changes or alterations which might result in excessive use or overload of the mechanical facilities such as plumbing, heating, electrical wiring and equipment and air conditioning. Lessee, at its own expense, shall have the right at any time to remove all or any part of any fixtures and other equipment of any and every nature whatsoever, installed or brought by it on the Premises, whether or not attached to the Premises, but the Lessee, at its own expense, shall repair any and all damage to the Premises occasioned by the removal of the same.
- (b) Lessee shall save Lessor harmless from any and all claims for damages, or otherwise, growing out of such alterations or construction and Lessee will not permit any mechanic's or materialmen's or other liens to be filed, claimed, perfected or otherwise established against the Premises for any labor or material furnished Lessee in connection with the alterations, repairs or work of any character performed on the Premises by or at the direction of Lessee. If any such lien shall be so filed, Lessee shall discharge or remove said lien by bonding, or otherwise, within sixty (60) days after notice from Lessor to Lessee of the filing of same.

11. Condemnation.

(a) If the whole or any part of the Premises shall be taken or condemned by any competent authority for any public use or purpose, either through any proceeding or by settlement, Lessor shall be entitled to an award based on the taking of or injury to the fee simple estate in the Premises as covered by and subject to this Lease, and Lessee shall be entitled to an award based on any loss or reduction of its leasehold estate, loss of any fixtures or other improvement constructed or placed on the Premises by Lessee, temporary loss of use of the Premises, loss or interruption of business and the cost of any alterations or

restoration resulting from any such taking. Any single award or settlement shall be allocated between the parties in accordance with the foregoing.

- (b) If the whole of the Premises be taken or if such portion thereof be taken that in the good faith judgment of the Lessee the remainder is rendered unsuitable for its purposes, then the Lessee shall be relieved of its obligation to pay the rentals and perform its other covenants hereunder from and after the date of such taking, and the Lessee shall surrender the remaining portion of the Premises, if any, to the Lessor as of such date; provided that such release and surrender shall in no way prejudice or interfere with Lessee's right to an award for its loss or damage as hereinabove provided. The rent for the last month of the Lessee's possession of the Premises shall be prorated and any rentals paid in advance shall be refunded to the Lessee.
- (c) If only a portion of the Premises be taken and in the good faith judgment of the Lessee the remainder is not rendered unsuitable for its purposes, then: (i) this Lease and all its provisions shall continue in full force and effect, (ii) Lessor, at its own cost and expense, shall immediately restore or replace the buildings and other improvements on the remaining portion of the Premises (including necessary grading and land preparation), to as complete a unit or units of like quality and character as that existing immediately prior to such taking, and (iii) thereafter the annual Base Rental provided in paragraph 4(a) shall be adjusted prorata to reflect the effect of the appropriation or taking.
- (d) Any leasehold mortgagee is a proper party in interest to any proceeding concerning a taking of all or any portion of the Premises and such mortgagee shall be entitled to intervene or participate in any such proceeding either on its own behalf or on behalf of the Lessee.
- 12. Assignment and Subletting. Lessee may assign this Lease or sublet the Premises without the prior written consent of Lessor; provided, however, Lessee shall not be relieved or released from its liability hereunder as a result of such assignment or subletting, and shall remain liable and responsible under the Lease unless Lessor specifically agrees otherwise. Additionally, the Base Rental shall equal the highest gross rent (Base Rental plus Percentage Rental) paid in the five (5) lease years preceeding the Assignment or Sublease. In the event this Lease is assigned or the Premises subleased, the proposed assignee or sublessee shall assume Lessee's obligations hereunder and deliver to Lessor an assumption agreement in form satisfactory to Lessor within ten (10) days after the effective date of the assignment or sublease.
- 13. <u>Default</u>. In the event (a) Lessee defaults in paying any rental payments hereunder and such default continues for a period of thirty (30) days after written notice thereof; or

- (b) Lessee defaults for sixty (60) days after written notice thereof in performing any other of its obligations hereunder (provided, however, that if the nature of the default is such that it cannot reasonably be cured within said period of sixty (60) days days, and work thereon shall be commenced within said period and diligently prosecuted to completion, Lessee's rights under this Lease shall not terminate as a result of such default); or (c) Lessee is adjudicated a bankrupt; or (d) a permanent receiver is appointed for Lessee's property, including Lessee's interest in the Premises, and such receiver is not removed within ninety (90) days; or (e) whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or (f) Lessee makes an assignment for the benefit of creditors; or (g) the Premises or Lessee's effects or interest therein should be levied upon or attached under process against Lessee which is not satisfied or dissolved within ninety (90) days after written notice from Lessor to Lessee to obtain satisfaction thereof; then, and in any of said events, Lessor shall have the option to do any of the following:
 - (1) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, but if Lessee shall fail so to do, Lessor may without further notice and without prejudice to any other remedy Lessor may have for possession or arrearages in rent, enter upon the Premises and expel or remove Lessee and its effects; or
 - (2) Without terminating this Lease re-enter the Premises by summary proceedings and dispossess the Lessee. In the event of such re-entry, Lessor shall use reasonable efforts to relet the Premises to such tenant or tenants for such reasonable term or terms as Lessor may elect, and in the event of a reletting shall apply the rent therefrom first to the payment of Lessor's expenses, including reasonable attorney's fees incurred by reason of Lessee's default, and the expense of reletting and then to the payment of rent and all other sums due from Lessee hereunder, with Lessee remaining liable for any deficiency. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on his part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

14. Taxes.

(a) Lessee will pay, as the same become due and before the delinquency date thereof, all taxes, water

rents, sewer charges and other governmental charges and impositions of any kind levied or assessed against the Premises during the term hereof and any and all taxing including ad valorem taxes, special authorities, assessments and liens for public improvements against the Premises or any building or improvement located thereon; provided that all such taxes and charges shall be shall be apportioned pro rata between Lessor and Lessee for the years in which the term of this lease commences and terminates. In the event any of said taxes or charges are payable in installments, Lessee may pay the same as such installments fall due. Lessor shall pay all special assessments made or becoming a lien against the Premises prior to the commencement of the term hereof. If any special assessment made after the commencement of the term hereof shall be payable in installments, Lessee shall pay only the installments that become due and payable during the remaining term hereof. Lessee will upon request deliver to Lessor copies of receipted bills or other evidence of payment satisfactory to Lessor for all such taxes and charges. Lessor will promptly forward to Lessee, within five days after receipt thereof, any and all tax, assessment and related notices or bills that may be received by Lessor.

- (b) Nothing contained in this paragraph or elsewhere in this lease shall obligate the Lessee to pay any income, profit, gross receipts, excise, franchise or similar tax that may be imposed upon or assessed against Lessor, or any successor of Lessor, with respect to the Premises or the rents and income derived from this lease, under any law now of force or hereafter enacted; nor shall Lessee be obligated to pay any inheritance, estate, succession, gift or any form of property tax which may be assessed or levied against Lessor, Lessor's estate or other successor of Lessor, it being understood that Lessee's obligation to pay taxes is limited to taxes generally known as real estate taxes.
- (c) Lessee, at its sole cost and expense, shall have the right to protest or otherwise contest the amount, enforceability or legality of any tax, assessment, or other charge which it is obligated to pay, and to make application for the reduction thereof, or of any assessment upon which the same may be based. Lessor shall, at the request of Lessee, execute or join in the execution of any instruments or documents necessary in connection with such contest or application, but Lessor shall incur no cost or obligation thereby. If Lessee shall make any such protest, contest or application, it will prosecute the same with reasonable diligence and continuity, and after final determination thereof will promptly pay the amount of any such tax, assessment, or charge as so determined, together with any interest, penalties and costs which may be payable in connection therewith. Lessee shall nevertheless

immediately make any payment necessary to protect the Premises or any part thereof from foreclosure of any lien resulting from any tax, assessment or charge which Lessee may elect to contest as herein provided.

15. <u>Utilities</u>. Lessee shall pay, when due, all bills for gas, electricity, telephone, water and other public utilities used on or charged against the Premises during the term of this Lease.

16. Expiration of Term and Holding Over.

- (a) At the expiration or earlier termination of the lease term, Lessee shall surrender the Premises, together with all alterations, additions and improvements then a part thereof, in good order and condition except for the following: ordinary wear and tear, repairs required to be made by Lessor, and loss or damage by fire, the elements or other casualty covered by insurance. All furniture and trade fixtures installed in the Premises at the expense of Lessee or other occupant shall remain the property of Lessee or such other occupant and may be removed by Lessee upon the termination of the lease term provided that Lessee shall repair any and all damage to the Premises occasioned by the removal of the same.
- (b) In the absence of any written agreement to the contrary, if Lessee should remain in occupancy of the Premises after the expiration of the lease term, it shall so remain as a tenant from month-to-month and all provisions of this Lease applicable to such tenancy shall remain in full force and effect.
- 17. <u>Waste</u>. The Lessee shall keep the Premises in a neat and orderly condition and will not make or suffer any waste of the Premises or permit anything to be done in or upon the Premises creating a nuisance thereon.
- 18. Entry by Lessor. The Lessor shall have the right to enter in and upon said Premises at all reasonable times for the purpose of examination and inspection thereof, and making repairs, replacements, alterations or additions to said Premises as required herein.
- 19. Indemnity. Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Lessee of the Premises or any part thereof, and occasioned wholly by any act or omission of Lessee, its agents, contractors, employees, servants, Lessees or concessionaires. Lessee shall not be obligated to indemnify Lessor for any claims, actions, damages, liabilities or expenses, caused in whole or in part by any act or omission of Lessor, its agents,

contractors, servants, successor or assigns. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation.

- 20. Fixtures. As provided herein, Lessee shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other property which it may have stored or installed in the Premises which were purchased or provided by Lessee. This shall not include the right to remove any air conditioning or heating equipment, plumbing fixtures, wiring, floor coverings glued or fastened to the floors, and shall, as a matter of course, not include any fixtures or machinery that furnished or paid for the Lessor. Buildings shall be left in a broom clean condition. If Lessee shall fail to remove its trade fixtures or other property at the termination of this Lease or within a reasonable time thereafter, such fixtures and other property not removed by Lessee shall be deemed abandoned by Lessee, and shall become the property of Lessor.
- 21. Notices. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notices or demands shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by registered or certified mail, postage prepaid, or by recognized overnight carrier addressed as follows:

TO THE LESSOR: Sovran Bank/Central South

Trust Department
One Commerce Place

Nashville, Tennessee 37219

Attention: Joe Dick

TO THE LESSEE: Shoney's, Inc.

1727 Elm Hill Pike Nashville, TN 37210

Attention: Real Estate Department

WITH A COPY TO: Farris, Warfield & Kanaday

Seventeenth Floor

Third National Bank Building 201 Fourth Avenue, North Nashville, Tennessee 37219 Attention: Jeffrey R. King

or at such other addresses as may hereafter be designated in writing by either party hereto. Two days after the time and date on which mail is postmarked or the date such notice is received by overnight carrier shall be the time and date in which such communication is deemed to have been given.

- 22. Permitted Contests. Lessee shall not be required, nor shall Lessor have the right, to pay, discharge or remove any tax, assessment, levy, fee, rent, charge, lien or encumbrance, or to comply with any legal requirement applicable to the Premises or the use thereof, so long as Lessee shall contest the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection of or other realization upon the tax, assessment, levy, fee, rent, charge, lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises or any annual minimum rent or any percentage rent, to satisfy the same, and which shall not affect the payment of any annual minimum rent or any percentage rent, provided that such contest shall not subject Lessor to the risk of any criminal liability. Lessee shall give such reasonable security as may be demanded by Lessor to insure payment of such tax, assessment, levy, fee, rent, charge, lien or encumbrance and to prevent any sale or forfeiture of the Premises by reason of such non-payment.
- 23. Right of First Refusal. During the term hereof as the same may be extended, Lessor shall not sell its interest in the Premises to a third party unless Lessee is first given the opportunity to purchase the same and declines to do so as hereinafter provided. In the event Lessor receives a bona fide offer to purchase the Premises which is acceptable to Lessor, Lessor shall give Lessee written notice of said offer stating its terms and conditions and indicating that said offer is acceptable to Lessor. Such notice shall constitute an offer by Lessor to Lessee to sell the Lessor's interest in the Premises upon the terms and conditions stated therein or equivalent terms. Upon receipt of such notice, Lessee shall have thirty (30) days within which to accept said offer by written notice to Lessor or to decline the same. In the event Lessee declines the said offer, or fails to respond thereto within said thirty (30) days, Lessor shall have the right then to sell its interest in the Premises to the third party on such terms and conditions within sixty (60) days of such date. If such sale is not made within sixty (60) days then no such sale to the third party can be made without first reoffering the Premises to Lessee as provided herein.

24. Mortgage of Leasehold.

(a) In addition to any right herein granted, Lessee shall at all times have the right, without any consent on the part of the Lessor being required, to convey or encumber by mortgage its leasehold interest in and to the Premises or any part thereof, together with its rights and interests in and to all buildings and improvements whether now existing or hereafter constructed or placed thereon, and to assign this lease or any interest as collateral for any such mortgage or mortgages; but any and all such conveyances, mortgages, or assignments shall be subject to this lease and the right, title and interest of the Lessor in the Premises. If any such leasehold mortgage shall be

foreclosed or the leasehold estate sold under any power contained therein, the leasehold mortgagee or other purchaser at such sale shall immediately succeed to all rights of the Lessee hereunder. If Lessee or any leasehold mortgagee shall notify Lessor in writing by certified or registered mail of such mortgagee's interest in the Premises and shall at the same time furnish Lessor with the address to which copies of notices are to be sent to the mortgagee, Lessor will thereafter send to such mortgagee at the address so given, by certified or registered mail, a copy of any and all notices which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this lease, and no such notice to the Lessee shall be effective unless a copy thereof is also served upon the mortgagee in such manner. Such mortgagee may at its option at any time before the rights of the Lessee shall have been forfeited to the Lessor, or within the time permitted for curing or commencing to cure defaults as herein provided, pay any of the rents due, pay any taxes, assessments, other governmental charges, or insurance premiums, make any deposits, or do any other act or thing required of the Lessee by the terms of this lease, to prevent the forfeiture hereof. A leasehold mortgagee shall not become personally liable for any of the Lessee's obligations under this lease unless or until such mortgagee becomes the owner of the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise, and thereafter such mortgagee shall remain liable for such obligations only so long as it remains the owner of the leasehold estate. If the leasehold mortgagee should become the owner of the leasehold estate, such mortgagee may assign the lease without any consent on the part of the Lessor being required.

(b) In the event any such leasehold mortgage is made by Lessee and Lessor is given notice thereof as provided herein, then, so long as any such leasehold mortgage remains outstanding and unsatisfied of record, no modification or amendment hereof, waiver of any right hereunder, or any surrender, acceptance of surrender or cancellation hereof by Lessee shall be of any force or effect unless approved or consented to in writing by the leasehold mortgagee; and all such acts shall be null and void if done during the term of the mortgage without such approval or consent.

25. Miscellaneous.

(a) No Waiver. The failure by either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision or agreement.

- (b) Entire Agreement. This Lease contains the entire agreement between the parties hereto, and no promises, agreements, conditions or stipulations not contained herein shall be binding upon either party hereto.
- (c) <u>Captions</u>. The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease, nor in any way affect this Lease.
- (d) Successors and Assigns. This Lease, and each and every provision hereof, shall be binding upon and shall inure to the benefit of Lessor and Lessee, their respective successors, successors-in-title, legal representatives, heirs and assigns, and each party hereto agrees, on behalf of itself, its successors, successors-in-title, le representatives, heirs and assigns, to execute instruments which may be necessary or appropriate to carry out and execute the purposes and intentions of this Lease, hereby authorizes and directs its successors, successors-in-title, legal representatives, heirs assigns, to execute any and all such instruments. Each and every successor in interest to any part hereto, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Lease.
- (e) Severability. In the event any provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
- (f) Modification. No change or modification of this Lease shall be valid or binding upon the parties hereto unless such change or modification shall be in writing and signed by the party against whom the same is sought to be enforced.
- (g) <u>Number and Gender</u>. Whenever required by the context, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine and neuter.
- (h) Short Form. Lessor and Lessee agree, upon the request of the other, to execute and deliver a short form or memorandum of this Lease for recording purposes.
- (i) <u>Counterparts</u>. This Lease may be executed in a number of counterparts, all of which shall for all purposes be deemed an original, binding on Lessor and Lessee.

- (j) Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the state in which the premises is located.
- (k) Delay. If Lessor and Lessee are delayed or prevented from performing any of its obligations under this Lease by reason of strike or labor troubles or any outside cause whatsoever beyond Lessor's or Lessee's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligations by Lessor or Lessee.
- (1) Termination of Ground Lease. Upon the effective date of this Lease, that certain ground lease by and between Frank L. Ransom, Jr. and Dorothy V. Ransom, as Lessors, and Mr. D's, Inc., as Lessee, originally dated October 7, 1969, and all amendments thereto, covering adjacent property, shall terminate, and the parties thereto shall have no further rights or obligations thereunder.
- (m) <u>Effective Date</u>. This lease shall become effective upon the date it has been fully executed by both parties, including the initialing of all changes or amendments hereto.

LESSOR:

SOVRAN BANK/CENTRAL SOUTH Trustee under Agreement for Frank L. Ransom, Jr.

By: Joellick	
Title: Vice President & Trust Off	Lecu
Date: 6-13-89	

SOVRAN BANK/CENTRAL SOUTH Trustee under Agreement for Dorothy V. Ransom

By: Jal Kon

itle: Vice Presiden

Date: 6-13-89

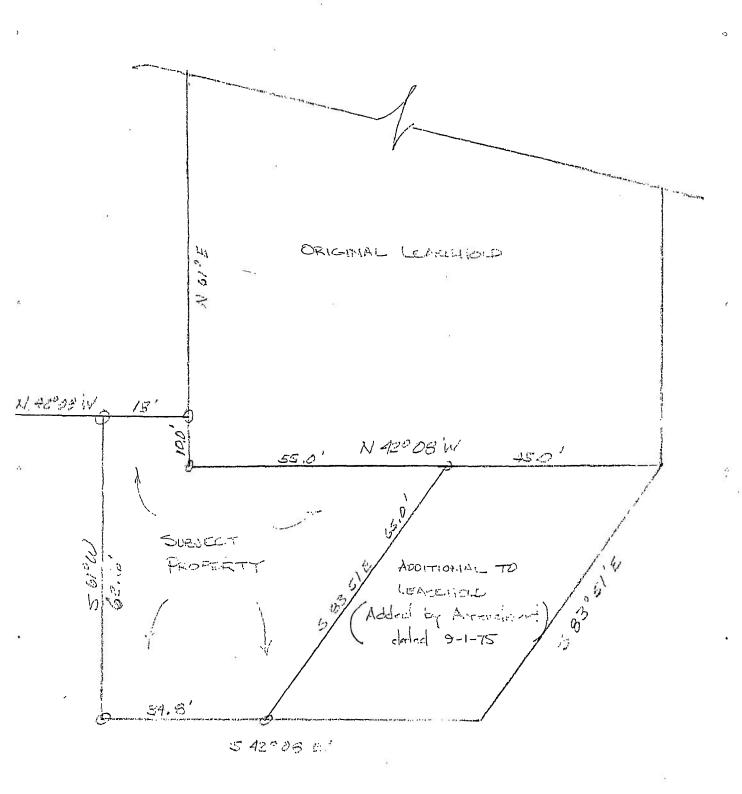
LESSEE: SHONEY'S, INC.

Y: Thenwit

Title: V.P.

Date: 6 70 -89

J.M.GROUT VICE-PRESIDENT OF DEVELOPMENT



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This Instrument Was Prepared By:
Jeffrey R. King
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
201 Fourth Avenue, North
Nashville, Tennessee 37219

124

019535

MEMORANDUM OF LEASE

This Memorandum of Lease made this day of day of the da

WITNESSETH:

WHEREAS, Lessee entered into a Lease with Lessor dated June 13, 1989, covering certain premises located at 431 Northwest Broad Street, Murfreesboro, Tennessee, which was amended by First Amendment dated August [374], 1989, (the "Lease"); and

WHEREAS, it is the desire of the parties hereto to enter into a Memorandum of Lease for the purpose of recording the same and giving notice of the existence of the Lease.

NOW, THEREFORE, in consideration of the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby represent the following:

- 1. Lessor has leased unto Lessee and Lessee has rented from Lessor, certain real property more particularly described on Exhibit A attached hereto and incorporated herein by reference.
- 2. The term of this Lease shall commence on or about November 1, 1989 and shall terminate fifteen years thereafter, unless sooner terminated or extended as provided in the Lease.
- 3. Lessor has granted to Lessee the right and option to extend the term of the Lease for two (2) additional periods of five (5) years each, all as set forth in the Lease.
- 4. This instrument is executed for the purpose of giving public record notice of the fact of execution of the Lease, and all of the terms and conditions of the Lease and amendments thereto, if any, are incorporated by reference herein.
- 5. This agreement shall extend to and be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents and set their hands and seals the day and year first above written.

LESSOR:

SOVRAN BANK/CENTRAL SOUTH Trustee under Agreement for Frank L. Ransom, Jr.
By: Michael Vice President
Date: 9/8/89
SOVRAN BANK/CENTRAL SOUTH Frustee under Agreement for Dorothy V. Ransom
By: Market South
Title: fourtaint the treatest
Date: 7/1/17
LESSEE: SHONEY'S, INC.
By: Jaymit
Title:

Date: 05-01-39

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

126

Before me, ANGELTNA C. LTNOSAY, a Notary Public of said County and State, personally appeared R. Otis Goodin, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Ask Vice-President (or other officer authorized to execute the instrument) of SOVRAN BANK/CENTRAL SOUTH, Trustee under Agreement for Frank L. Ransom, Jr., and that he as such Ast Vice-President executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, this day of SEPTEMBER, 1989.

Notary Public

My Commission Expires: 7-18-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, NGELTNA C. LINDSAU, a Notary Public of said County and State, personally appeared R.Ohis Godin, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Active-Residet (or other officer authorized to execute the instrument) of SOVRAN BANK/CENTRAL SOUTH, Trustee under Agreement for Dorothy V. Ransom, and that he as such Active-Residet executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, this STH day of SEPTEMBER, 1989.

Modeling

My Commission Expires:_

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Mound B. Mulling, a Notary Public of said County and State, personally appeared who, upon oath, acknowledged mm self to be the foregoing instrument for the purposes therein contained by signing the name of the corporation by mm self as the foregoing the name of the corporation by mm self as the foregoing the said of the corporation by mm self as the foregoing the name of the corporation by mm self as the foregoing the said that makes the corporation by mm self as the foregoing the said the corporation by mm self as the foregoing the said the corporation by mm self as the foregoing the said the corporation by mm self as the foregoing the said the corporation by mm self as the foregoing the said the corporation by mm self as the foregoing the said the said the foregoing the said the foregoing the said the foregoing the said the said

Witness my hand and seal, at Office in Nashville, this day of With 1, 1989.

Notary Public

My Commission Expires:

NOTARY
PUBLIC
AT
LARGE

My Commission Expires Mar. 27, 1993

EXHIBIT A

Being a tract of land lying in the 13th Civil District of Rutherford County, City of Murfreesboro, Tennessee; and being bounded on the northeast by Northwest Broad Street; on all other sides by lands of Frank L. Ransom, Et Ux Dorothy V. Ransom, of record in Deed Book 136, Page 494, Register's Office, Rutherford County, Tennessee; and Frank L. Ransom, of record in Deed Book 116, Page 595, said Register's Office; and being more particularly described as follows:

Beginning at an iron pin on the southwesterly margin of Northwest Broad Street, said pin being North 42° 08' 00" West, 140.06 from an iron pin found at the intersection of the southwesterly margin of Northwest Broad Street with the westerly return of South Front Street; said point of beginning also being the easterly most corner of the herein described tract; thence, crossing lands of said Ransom, South 61° 00' 00" West, 230.00' to an iron pin; thence, continuing with the same, North 39° 30" West, 133.58' to an iron pin; thence, still dividing lands of Ransom, North 61° 00' 00" East, 223.00' to an iron pin on the southwesterly margin of Northwest Broad Street; thence, with said margin of Northwest Broad Street, South 42° 08' 00" East, 135.00' to the point of beginning, and containing 0.68 acres, more or less, by survey of Hickerson, Harrison & Hays, Inc., May, 1989.

Being a portion of lands conveyed in Deed Book 116, Page 595, and Deed Book 136, Page 494, Register's Office, Rutherford County, Tennessee.

Subject to a 10' wide utility easement, a waterline easement, and all other easements and restrictions, whether by record or prescription, if applicable.

	-
HOMER JONES, REGISTER RUTHERFORD COUNTY, TENNESSEE	
Received Sept 20 1989	
Time 0:42 A.M.	
Notebook 38 Page 50	
Trust BOOK A 653 PAGE 124	
Deputy Norma Stem	
	RUTHERFORD COUNTY, TENNESSEE Received Stat 20 1989 Time S:42 A.M. Notebook 38 Page 50 Must BOOK A(53 PAGE /34)

2373J/08-28-89

RECORDING FRE 20.00

STAM: TAK

RECISTER'S FRE 20.00

RECEIPT NO. 78379

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT is entered into on this the 3/3/day of August, 1989, by and between SOVRAN BANK/CENTRAL SOUTH as Trustee under Agreement for Frank L. Ransom, Jr., and Trustee under Agreement for Dorothy V. Ransom ("Lessor") and SHONEY'S, INC. ("Lessee").

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement on June 13, 1989, covering certain real property located at 431 Northwest Broad Street, Murfreesboro, Tennessee (the "Lease") and more particularly described on Exhibit A of the Lease (the "Property"); and

WHEREAS, under the terms of the Lease, Lessee was obligated to construct a new Captain D's restaurant on the Property for which Lessee would be reimbursed by Lessor as more particularly provided in the Lease; and

WHEREAS, the parties have discovered that certain unforeseen and extraordinary costs will be involved in the demolition of an existing building on the Property and as a result wish to amend various provisions of the Lease affected thereby.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Paragraph 2(c) is hereby amended to provide that the maximum costs of the Improvements (as defined in the Lease) for which Lessor shall be obligated to reimburse Lessee shall be increased from \$250,000 to \$262,500.
- 2. Paragraph 4(a) is hereby amended to change the reference to total costs of construction from \$250,000 to \$262,500.
- 3. Paragraph 4(c) is hereby amended to include the costs of demolishing the existing building on the Property in the definition of the costs of the Improvements. The last sentence of paragraph 4(c) is hereby amended to change the reference to the total costs of Improvements from \$250,000 to \$262,500.
- 4. Except as specifically amended hereinabove, the terms and conditions of the Lease shall remain in full force and effect.
- 5. This First Amendment shall become effective upon the date it has been fully executed by both parties.

WITNESS our signatures on the dates set out hereinafter.

LESSOR:

SOVRAN BANK/CENTRAL SOUTH Trustee under Agreement for Frank L. Ransom, Jr.

V! ////

Citle: XSS

Date: 8/22/89

. SOVRAN BANK/CENTRAL SOUTH Trustee under Agreement for Dorothy V. Ransom

LESSEE: SHONEY'S, INC.

Title:

09-01-89 Date:____

This Instrument Was Prepared By: Jeffrey R. King Farris, Warfield & Kanaday Seventeenth Floor Third National Bank Building Nashville, Tennessee 37219

786

006230

FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT to Memorandum of Lease is entered into on this the Aday of February, 1990, by and between SOVRAN BANK/CENTRAL SOUTH as Trustee under Agreement for FRANK L. RANSOM, JR., and DOROTHY V. RANSOM ("Lessor") and SHONEY'S, INC. ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a lease dated June 13, 1989, covering certain premises located at 431 Northwest Broad Street, Murfreesboro, Tennessee, which was amended by First Amendment dated August 31, 1989, and Second Amendment dated February 22, 1990, (the "Lease"); and

WHEREAS, the parties recorded a Memorandum of Lease dated September 1, 1989, of record in Trust Book A653, page 124, Register's Office for Rutherford County, Tennessee; and

WHEREAS, the parties desire to amend the Memorandum of Lease to correct a reference to the commencement date of the term of the Lease.

NOW, THEREFORE, in consideration of the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby amend the Memorandum of Lease as follows:

- 1. Paragraph (2) of the Memorandum of Lease is hereby amended to reflect that the term of the Lease shall commence as of January 1, 1990, and shall terminate fifteen (15) years thereafter, unless sooner terminated or extended as provided in the Lease.
- 2. Except as specifically amended hereby, the terms and conditions of the Memorandum of Lease shall remain in full force and effect.

LESSOR:

SOVRAN BANK/CENTRAL SOUTH Trustee under Agreement for
Trustee under Agreement for Frank L. Ransom, Jr.
Frank L. Ransom, UL.
111111111111
BY: Matto Constitution
1. d. V. h. /-1/4
TITLE: Ast Vice President
160/61
DATE: 1/23/90
/ /
GOUDAN DANK (GENGDAL GOUGU
SOVRAN BANK/CENTRAL SOUTH
Trustee under Agreement for
Dorothy V. Ransom
BY: Manuf
The Part A
TITLE: distruce Tresident
DATE: 2/23/90

788 lessee:

SHONEY'S, INC.

BY:

TITLE:

DATE: ______March 13 1550

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ANGELINAC. LINOSAY, a Notary Public of said County and State, SOVRAN BANK/CENTRAL SOUTH, Trustee under Agreement for Frank L. Ransom, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that it executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this 23^{RO} day of FERRUARY 1990.

Motary Public

My Commission Expires: Cyly 18, 1992

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, ANGELINA (LINOSAY, a Notary Public of said County and State, SOVRAN BANK/CENTRAL SOUTH, Trustee under Agreement for Dorothy V. Ransom, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that it executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this 3^{RD} day of FERRUARY 1990.

Notary Public

My Commission Expires: Univ 18, 1992

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me,	Susann 3	B. Sheard	m, a	Notary	Public	of
said County	and	State,	persor	ally	appea	red
J. M. Grouf		_, with	whom I	am 1	persona	.lly
acquainted (or evidence), and Vice president	proved t	o me on	the basis	of sat	cisfact	ory
evidence), and	who, upon	oath, ac	knowledged	l <u>Mim</u> se	lf to	be
Vice President_	(or other	r officer	authorize	d to ex	ecute	the
instrument) of corporation, an	SHONEY'S,	INC., the	within n	amed bar	gainor	, a
corporation, an	d that 🖊	🕑 as su	ch Vice -	1001Cler 1 F	execu	ited
the foregoing in	strument f	or the bur	poses then	cein 'cou	cained,	ŊΥ
signing the	name of	the corp	oration	pa Niw	_self	as
Vice President.						
Witness my	hand and	seal, at	Office in	n Nashvi	lle. t	his

Witness my hand and seal, at Office in Nashville, this day of March, 1990.

Notary Public

My Commission Expires: 3-27-93

HOMER JONES, REGISTER
RUTHERFORD COUNTY, TENNESSEE
Received Mach 28 19 90
Time 8 53 A M.
Notebook 38 Page 378

Must BOOK A674 PAGE 786

Deputy Joan Muley

2863J/02-20-90

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT is entered into on this the 22rd day of February, 1990, by and between SOVRAN BANK/CENTRAL SOUTH as Trustee under Agreement for FRANK L. RANSOM, JR., and Trustee under Agreement for DOROTHY V. RANSOM ("Lessor") and SHONEY'S, INC. ("Lessee").

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement on June 13, 1989, covering certain real property located at 431 Northwest Broad Street, Murfreesboro, Tennessee (the "Lease") and more particularly described on Exhibit A of the Lease (the "Property"); and

WHEREAS, on or about August 31, 1989, the parties entered into a First Amendment to Lease whereby the maximum cost of the Improvements (as defined in the Lease) for which Lessor would be obligated to reimburse Lessee was increased from \$250,000 to \$262,500; and

WHEREAS, the parties wish to further amend the Lease to memorialize the commencement date of the term of the Lease and to modify certain provisions regarding payment of rent.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Pursuant to paragraph 3(a) of the Lease, the date of possession is declared to be December 4, 1989, and the term of the Lease shall commence as of January 1, 1990.
- Paragraph 4(a) of the Lease is hereby amended to 2, payment of rent shall provide that the February 20, 1990.
- Paragraph 4(b) of the Lease is hereby amended to provide that for purposes of calculating Percentage Rental (as defined in the Lease), the first lease year shall be the period commencing on February 20, 1990, and ending on midnight of the last day of Lessee's current fiscal year.
- Except as specifically amended hereinabove, the terms and conditions of the Lease as previously amended, shall remain in full force and effect.
- 5. This Second Amendment shall become effective upon the date it has been fully executed by both parties hereto.

WITNESS our signatures on the dates set out hereinafter. ...

LESSOR:

SOVRAN BANK/CENTRAL SOUTH	
Trustee under Agreement	for
Frank L. Ransom, Jr.	1
100.00	
BY: Mastonia	
TITLE: Asst. Via President	
DATE: 2/23/90	
, ,	

SOVRAN BANK/CENTRAL SOUTH Trustee under Agreement Dorothy V. Ransom

TITLE:

LESSEE:

SHONEY'S, INC.

35: —

TITLE:

DATE: March 13 /5

2862J/02-21-90

This Instrument Prepared By: Jeffrey R. King. Farris, Warfield & Kanaday Seventeenth Floor Third National Bank Building Nashville, TN 37219

006991

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(Deed of Trust)

THIS AGREEMENT, dated this 12 day of MAKCA, 1990, by and between SHONEY'S, INC., a Tennessee corporation whose address is 1727 Elm Hill Pike, Nashville, Tennessee 37210, hereinafter called Lessee; and FIRST CITY BANK, as Beneficiary, whose address is Post Office Box 2378, Murfreesboro, Tennessee 37133-2378, hereinafter called Mortgagee:

WITNESSETH:

WHEREAS, Lessee has leased the premises described in <a href="Exhibit A" attached hereto and made a part hereof" (the "Premises") for a term of 15 years with 2 options to renew for periods of 5 years and under that certain Lease dated June 13, 1989, between SOVRAN BANK/CENTRAL SOUTH, as Trustee for Frank L. Ransom, Jr. and Dorothy V. Ransom, as Lessor and SHONEY'S, INC. as Lessee (the "Lease");

WHEREAS, Mortgagee holds a Deed of Trust on the Premises to secure the sum of \$350,000, which Deed of Trust, dated April 14, 1989 is recorded on the 20th day of April, 1989, in Trust Book A-634, Page 57, of the Register's Office of Rutherford County, Tennessee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the undersigned Mortgagee and Lessee agree as follows:

1. The Mortgagee does hereby covenant and agree that Mortgagee shall not disturb Lessee's and its successors' or assigns' quiet possession of the Premises under said Lease nor deprive Lessee of any of its rights, privileges or immunities thereunder including its ownership of the buildings and improvements thereon if the Lease so provides and shall not impose any additional obligations upon Lessee not specifically provided for in the Lease, provided that Lessee, its successors or assigns, is not in default thereunder, and as long as

350

observe and perform all of the provisions of the Lease as therein provided, unless the Lease is otherwise terminated pursuant to its terms.

- 2. Except as herein specifically modified and amended, all the covenants, agreements, restrictions, rights, privileges and obligations of the aforesaid Deed of Trust and Lease shall remain in full force and effect. Mortgagee shall not be bound by any amendments or modifications to Lease unless Mortgagee consents to such changes by written instrument.
- If the interest of the Lessor shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee, or by any other manner, and Mortgagee succeeds to the interest of the Lessor under the Lease, Mortgagee shall be bound to Lessee under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof in the Lease and Lessee does hereby agree to attorn to Mortgagee as its lessor, should Mortgagee require attornment. Notwithstanding the above, Mortgagee makes no warranties or covenants concerning the right and power of Lessor to perform the Lease or as to the title of the premises covered thereby. However, Lessee shall be under no obligation to pay rent to Mortgagee until Lessee receives written notice from Mortgagee that Mortgagee has succeeded to the interest of Lessor under the Lease. The respective rights obligations of the Lessee and Mortgagee upon such attornment, to the extent of the then remaining balance of the terms of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.
- 4. Mortgagee shall not name Lessee as a party defendant in any action or proceeding to foreclose the Deed of Trust unless joinder is necessary to foreclose the Mortgage, and then

only for such purpose and not for the purpose of terminating the Lease.

- 5. This Agreement is to be governed and construed by the laws of the state where the Premises are situate.
- 6. Any notices which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by Certified Mail to the following addresses, or to such other places any party hereto may by notice in writing designate, shall constitute service of notice hereunder:

LESSEE:

SHONEY'S, INC. 1727 Elm Hill Pike

Nashville, Tennessee 37210

Attention: Real Estate Department

MORTGAGEE:

FIRST CITY BANK

P.O. Box 2378

Murfreesboro, Tennessee 37133-2378

7. This Agreement and each and every covenant and other provision hereof, shall be binding upon and be for the benefit of the parties hereto and their heirs, executors, administrators, representatives, successors, assigns and sub-lessees.

IN WITNESS WHEREOF, the Lessee has hereunto executed this Agreement this ${\cal N}$ day of ${\cal M}$, 1990.

SHONEY'S, INC.

By:

Title:

LESSEE

IN WITNESS WHEREOF, the Beneficiary has hereunto executed this Agreement this 12 day of March, 1990.

FIRST CITY BANK

BENEFICIARY

STATE OF TENNESSEE) COUNTY OF DAVIDSON)/
Before me, EANETTE THELTON, a Notary Public of said County and State, personally appeared AMES (TROUT), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged HIS self to be WINE ILEVILENT (or other officer authorized to execute the instrument) of SHONEY'S, INC., the within named bargainor, a corporation, and that HE as such VICE TRESIDENT executed the foregoing instrument for the purposes therein contained, by signing, the name of the corporation by HIS self as WICE TRESIDENT.
Witness my hand and seal, at Office in Nashville, this All day of MARCH., 1990 Notary Public My Commission Expires: My Commission Expires May 20, 1992
The second secon
STATE OF TENNESSEE) COUNTY OF <u>Euthereford</u>)
Before me, MARY Jo GREEN/E, a Notary Public of said County and State, personally appeared LONNIE E. MALONE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged no self to be VICE PRESIDENT (or other officer authorized to execute the instrument) of FIRST CITY BANK, the within named bargainor, a national banking association, and that he as such VICE PRESIDENT executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by no self as VICE PRESIDENT.
Witness my hand and seal, at Office in MURFREESBORG, this Witness my hand and seal, at Office in MURFREESBORG, this
My Commission Expires: 10-28-91 Notary Public 2170 200 200 200 200 200 200 20
HOMER JONES, REGISTER RUTHERFORD COUNTY, TENNECSET Received apr 5 1990 Time 1:10 M. Notebook 38 Page 397 RECORDING FEE 16.00 STATE TAX RECORDING FEE 16.00 Time 1:10 M. STATE TAX RECORDING FEE 16.00 TOTAL PARO 16.00 RECEIPT NO. 13142

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (the "Amendment") is made and entered into as of the 12 day of 500, 1996, by and between CAVALRY BANKING, SUCCESSOR TRUSTEE OF THE CONSOLIDATED TRUST OF FRANK LEE RANSOM, JR. AND DOROTHY V. RANSOM (the "Lessor"), and SHONEY'S, INC., A TENNESSEE CORPORATION (the "Lessee").

WITNESSETH:

WHEREAS, Sovran Bank/Central South, as Trustee under Agreement for Frank L. Ransom, Jr. and as Trustee under Agreement for Dorothy V. Ransom (the "Original Lessor"), and Lessee entered into the following: (i) the Lease, dated June 13, 1989 (the "Original Lease"), as amended by the First Amendment to Lease, dated August 31, 1989, and the Second Amendment to Lease, dated February 22, 1990, and (ii) the Memorandum of Lease, dated September 1, 1989, and recorded at Trust Book A653, Page 124, in the Office of the Register of Deeds for Rutherford County, Tennessee, as amended by the First Amendment to Memorandum of Lease, dated February 22, 1990, and recorded at Trust Book A674, Page 786, in the Office of the Register of Deeds for Rutherford County, Tennessee (such Memorandum of Lease, as so amended, is hereinafter referred to as the "Memorandum"); and

WHEREAS, pursuant to the Original Lease, as previously amended, and the Memorandum, Lessee leased from Original Lessor certain property located in Rutherford County, Tennessee, as more particularly described in the Original Lease, as previously amended, and the Memorandum (the "Premises"); and

WHEREAS, Lessor has succeeded to the interest of Original Lessor pursuant to (i) that certain Appointment of Successor Trustee for Dorothy V. Ransom Trust recorded at Trust Book A971, Page 361, in the Office of the Register of Deeds for Rutherford County, Tennessee, (ii) that certain Appointment of Successor Trustee for Frank Lee Ransom, Jr. Trust recorded at Trust Book A971, Page 370, in the Office of the Register of Deeds for Rutherford County, Tennessee (the Frank L. Ransom, Jr. Trust and the Frank Lee Ransom, Jr. Trust being one and the same), and (iii) that certain final Decree consolidating the Dorothy V. Ransom Trust and the Frank Lee Ransom, Jr. Trust entered May 8, 1995, in Case No. 95MI-119 in the Chancery Court for Rutherford County, Tennessee; and

WHEREAS, Lessor and Lessee now desire to amend the Original Lease, as previously amended;

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraphs 4.(a), 4.(b), and 4.(c) of the Original Lease, as previously amended, are hereby deleted and the following is inserted in lieu therefor:

∘"4. <u>Rental</u>.

- (a) On the first day of each of Lessee's thirteen (13) fiscal accounting periods (individually, a "Period") during the term hereof, Lessee shall pay to Lessor, as a guaranteed minimum rent (the "Base Rental") for the Premises, the sum of Three Thousand Nine Hundred Sixty-One and 54/100 Dollars (\$3,961.54) per Period (with Base Rental for any portion of a Period being prorated on a daily basis).
- (b) In addition to the Base Rental, Lessee shall pay to Lessor, as additional rent (the "Percentage Rental") during the term of this lease, an amount equal to four percent (4.00%) of the amount of all "gross sales" (as defined below) by Lessee from the Premises that are in excess of One Million Two Hundred Eighty-Thousand Five Hundred and No/100 Dollars (\$1,287,500.00) (the "Sales Break Point") during a lease year (which shall mean the 52-53 week period that coincides with Lessee's fiscal year), provided, however, that, notwithstanding the foregoing and in order to reimburse Lessee for a portion the cost of remodeling the building located on the Premises, no Percentage Rental shall be due hereunder on "gross sales" (as hereinafter defined) by Lessee from the Premises in any lease year which are in excess of One Million Four Hundred Sixty-Three Thousand Four Hundred Ninety-Eight and 26/100 Dollars (\$1,463,498.26) (the "Sales Limit") until the earlier of (i) such time as the Percentage Rental that, except for this proviso, would have been payable hereunder on "gross sales" in excess of the Sales Limit would have equaled Thirty Thousand and No/100 Dollars (\$30,000.00) or (ii) five (5) years after the Remodel Completion Date (as hereinafter defined). Lessee shall pay Percentage Rental within thirty (30) days after the expiration of each lease year at the time the statement setting forth "gross sales" required by Paragraph 4.(d) below is submitted. The term "Remodel Completion Date" shall mean the first day of the first month following completion of the remodeling of the improvements located on the Premises pursuant to the plans of Lessee dated May 7, 1996.
- (c) [THIS PARAGRAPH INTENTIONALLY DELETED.] "

- 2. Each reference in Paragraphs 1 and 3 of the Original Lease, as previously amended, to "improvements" is hereby amended to be a reference to "Improvements".
- 3. Each reference in the Original Lease, as previously amended, to "initial term" is hereby amended to be a reference to "Initial Term".
- 4. The reference to "terms" in the penultimate line of Paragraph 6 on page 5 of the Original Lease, as previously amended, is hereby deleted and the word "term" is inserted in lieu therefor.
- 5. The reference to "amounts" in the fourth line of Paragraph 7.(a) on page 5 of the Original Lease, as previously amended, is hereby deleted and the words "an amount" is inserted in lieu therefor.
- 6. The reference to "successor" in the twelfth line of Paragraph 19 on page 12 of the Original Lease, as previously amended, is hereby deleted and the word "successors" is inserted in lieu therefor.
- 7. The word "were" is hereby inserted in the ninth line of Paragraph 20 of the Original Lease, as previously amended, after the word "that".
- 8. Paragraph 21 of the Original Lease, as previously amended, is hereby deleted and the following is inserted in lieu therefor:
 - "21. <u>Notices</u>. Any notice required or desired to be served by either party hereto upon the other shall be deemed to have been properly given or made if such notice shall be in writing and shall be sent by certified mail, return receipt requested, with postage prepaid, or by a recognized national overnight delivery service, and addressed as follows:

To Lessor: Cavalry Banking

Trust Department P.O. Box 188

Murfreesboro, Tennessee ·37133-0188

Attn: Mr. William S. Jones

To Lessee: Shoney's, Inc.

1727 Elm Hill Pike

Nashville, Tennessee 37210

Attn: Property Management Department"

9. The reference to "premises" in Paragraph 25.(j) on page 16 of the Original Lease, as previously amended, is hereby deleted and the phrase "Premises" is inserted in lieu therefor.

- 10. Lessor hereby consents to the remodeling of the improvements located on the Premises in accordance with the plans of Lessee dated May 7, 1996.
- EXHIBIT A to the Lease is hereby deleted and EXHIBIT A to this Amendment is hereby inserted in lieu therefor.
- 12. The terms of this Amendment are effective as of the first day of the first month following completion of the remodeling of the improvements located on the Premises pursuant to the plans of Lessee dated May 7, 1996. Except as expressly amended hereby, the terms of the Original Lease, as previously amended, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

LESSOR:

CAVALRY BANKING, AS SUCCESSOR TRUSTEE OF THE CONSOLIDATED TRUST OF FRANK LEE RANSOM, JR. AND DOROTHY V. RANSOM

Title:_

LESSEE:

SHONEY'S, INC.

Title:

EXHIBIT A

Being a tract of land lying in the 13th Civil District of Rutherford County, City of Murfreesboro, Tennessee; and being bounded on the northeast by Northwest Broad Street; on all other sides by lands of Frank L. Ransom, Et Ux Dorothy V. Ransom, of record in Deed Book 136, Page 494, Register's Office, Rutherford County, Tennessee; and Frank L. Ransom, of record in Deed Book 116, Page 595, said Register's Office; and being more particularly described as follows:

Beginning at an iron pin on the southwesterly margin of Northwest Broad Street, said pin being North 42° 08' 00" West, 140.06 from an iron pin found at the intersection of the southwesterly margin of Northwest Broad Street with the westerly return of South Front Street; said point of beginning also being the easterly most corner of the herein described tract; thence, crossing lands of said Ransom, South 61° 00' 00" West, 230.00' to an iron pin; thence, continuing with the same, North 39° 12' 30" West, 133.58' to an iron pin; thence, still dividing lands of Ransom, North 61° 00' 00" East, 223.00' to an iron pin on the southwesterly margin of Northwest Broad Street; thence, with said margin of Northwest Broad Street, South 42° 08' 00" East, 135.00' to the point of beginning, and containing 0.68 acres, more or less, by survey of Hickerson, Harrison & Hays, Inc., May, 1989.

Being a portion of lands conveyed in Deed Book 116, Page 595, and Deed Book 136, Page 494, Register's Office, Rutherford County, Tennessee.

Subject to a 10' wide utility easement, a waterline easement, and all other easements and restrictions, whether by record or prescription, if applicable.

THIS INSTRUMENT PREPARED BY:
David J. White
Tuke Yopp & Sweeney
NationsBank Plaza, Suite 1100
414 Union Street
Nashville, Tennessee 37219

035054

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE (the "Amendment") is made and entered into as of the \(\subseteq \) day of \(\subseteq \subseteq \). 1996, by and between CAVALRY BANKING, SUCCESSOR TRUSTEE OF THE CONSOLIDATED TRUST OF FRANK LEE RANSOM, JR. AND DOROTHY V. RANSOM (the "Lessor"), and SHONEY'S, INC., A TENNESSEE CORPORATION (the "Lessee").

WITNESSETH:

WHEREAS, Sovran Bank/Central South, as Trustee under Agreement for Frank L. Ransom, Jr. and as Trustee under Agreement for Dorothy V. Ransom (the "Original Lessor"), and Lessee entered into that certain Memorandum of Lease, dated September 1, 1989, and recorded at Trust Book A653, Page 124, in the Office of the Register of Deeds for Rutherford County, Tennessee, as amended by the First Amendment to Memorandum of Lease, dated February 22, 1990, between Original Lessor and Lessee, and recorded at Trust Book A674, Page 786, in the Office of the Register of Deeds for Rutherford County, Tennessee (such Memorandum of Lease, as so amended, is hereinafter referred to as the "Original Memorandum"); and

WHEREAS, Lessor has succeeded to the interest of Original Lessor pursuant to (i) that certain Appointment of Successor Trustee for Dorothy V. Ransom Trust recorded at Trust Book A971, Page 361, in the Office of the Register of Deeds for Rutherford County, Tennessee, (ii) that certain Appointment of Successor Trustee for Frank Lee Ransom, Jr. Trust recorded at Trust Book A971, Page 370, in the Office of the Register of Deeds for Rutherford County, Tennessee (the Frank L. Ransom, Jr. Trust and the Frank Lee Ransom, Jr. Trust being one and the same), and (iii) that certain final Decree consolidating the Dorothy V. Ransom Trust and the Frank Lee Ransom, Jr. Trust entered May 8, 1995, in Case No. 95MI-119 in the Chancery Court for Rutherford County, Tennessee; and

WHEREAS, Lessor and Lessee desire to amend and restate the Original Memorandum;

NOW THEREFORE, Lessor and Lessee do hereby amend and restate the Original Memorandum as follows:

1. PREMISES. For and in consideration of the rents reserved

179282.2 8/12/96

and the other covenants and agreements contained in that certain Lease, dated June 13, 1989, as amended by the First Amendment to Lease, dated August 31, 1989, and the Second Amendment to Lease, dated February 22, 1990, all between Original Lessor and Lessee, and further amended by the Third Amendment to Lease, dated Station 12, 1996, between Lessor and Lessee (the Lease, as so amended and as subsequently amended, is hereinafter referred to as the "Lease"), Lessor has and does hereby lease and demise unto Lessee, and Lessee has and does hereby take and rent from Lessor, all that certain land or property more particularly described on EXHIBIT A attached hereto and made a part hereof together with all easements, appurtenances and hereditaments thereunto belonging (collectively, the "Premises").

- TERM. The original term of the Lease is for a period of fifteen (15) years and commenced on January 1, 1990.
- RENEWAL. As more particularly provided in the Lease, Lessor has granted to Lessee two (2) separate options to renew and extend the term of the Lease for successive renewal terms of five (5) years each.
- RIGHT OF FIRST REFUSAL. As more particularly set forth in the Lease, Lessor shall not sell or transfer Lessor's interest in the Premises to a third party unless Lessee is first given the opportunity to purchase the same and refuses to do so.
- SUCCESSORS AND ASSIGNS. This Amendment shall extend to and be binding upon the parties hereto and their respective successors and assigns.

This Amendment is executed and recorded for the purpose of giving notice of the Lessee's interest in the Premises, and giving notice of the existence of the Lease, to which reference is hereby made for a full statement of the terms and conditions thereof. In the event of any inconsistency between the terms of this Amendment and the Lease, the terms of the Lease shall control. respective addresses of the parties hereto are:

> To Lessor: Cavalry Banking

Trust Department P.O. Box 188

Murfreesboro, Tennessee 37133-0188

Attn: Mr. William S. Jones

To Lessee: Shoney's, Inc.

1727 Elm Hill Pike

Nashville, Tennessee 37210

Attn: Property Management Department

630

STATE OF TENNESSEE

COUNTY OF RUTHERING

Witness my hand and seal, at Office in MUNIFACTSSOND, Tennessee, this 12 day of 5,77, 1996.

Notary Public Such

My Commission Expires:

Maich 27, 1997

STATE OF TENNESSEE COUNTY OF DAVIDSON

[NOTARIAL SEAL]

NOTARY PUBLIC AT LARGE

Before me, the undersigned, a Notary Public of the state, and county mentioned, personally appeared $\frac{1}{\sqrt{2}} \frac{1}{\sqrt{2}} \frac{1}{\sqrt{2$

Witness my hand and seal, at Office in Nashville; Tennessee, this $\frac{\partial U^2}{\partial u}$ day of $\frac{\partial u_{1}}{\partial u_{2}}$, 1996.

Tamula Jidlight Notary Public

My Commission Expires:

7-26 47

[NOTARIAL SEAL] ;

OTARY PUBLIC AT LARGE

Charment Con

EXHIBIT A

Being a tract of land lying in the 13th Civil District of Rutherford County, City of Murfreesboro, Tennessee; and being bounded on the northeast by Northwest Broad Street; on all other sides by lands of Frank L. Ransom, Et Ux Dorothy V. Ransom, of record in Deed Book 136, Page 494, Register's Office, Rutherford County, Tennessee; and Frank L. Ransom, of record in Deed Book 116, Page 595, said Register's Office; and being more particularly described as follows:

Beginning at an iron pin on the southwesterly margin of Northwest Broad Street, said pin being North 42° 08' 00" West, 140.06' from an iron pin found at the intersection of the southwesterly margin of Northwest Broad Street with the westerly return of South Front Street; said point of beginning also being the easterly most corner of the herein described tract; thence, crossing lands of said Ransom, South 61° 00' 00" West, 230.00' to an iron pin; thence, continuing with the same, North 39° 30" West, 133.58' to an iron pin; thence, still dividing lands of Ransom, North 61° 00' 00" East, 223.00' to an iron pin on the southwesterly margin of Northwest Broad Street; thence, with said margin of Northwest Broad Street, South 42° 08' 00" East, 135.00' to the point of beginning, and containing 0.68 acres, more or less, by survey of Hickerson, Harrison & Hays, Inc., May, 1989.

Being a portion of lands conveyed in Deed Book 116, Page 595, and Deed Book 136, Page 494, Register's Office, Rutherford County, Tennessee.

Subject to a 10' wide utility easement, a waterline easement, and all other easements and restrictions, whether by record or prescription, if applicable.

RUTHERFORD COUNTY, TENNESSEE
Received for recording the 11 day
of OCT, 1996 at 9:00 AM
Notebook 49 page /78
REC. FEE \$ 20.00 REC# 78386-001
STATE TAX \$ DONNA STEM
REG. FEE \$ Deputy Register
RECORDED IN BOOK B-153 Page 27
MARK H. MOSHEA, REGISTER OF DEEDS

Exhibit "C" EXCLUDED PERSONAL PROPERTY NONE

(Exhibit D to Purchase and Sale Contract)

This instrument prepared by: Murfree, Goodman, & Rosado PLLC 805 S. Church Street, Suite 21 Murfreesboro, TN 37130

Name and Address of New Owner:	Send Tax Bills To:
The City of Murfreesboro Tennessee	SAME AS OWNER
Attn:	
Murfreesboro, Tennessee 37130	Tax Map/Parcels:

STATE OF TENNESSEE COUNTY OF RUTHERFORD

SPECIAL WARRANTY DEED

FOR AND IN THE CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Regions Bank, as Trustee for the Ransom Family Trust ("Grantor"), has this day bargained and sold and does hereby transfer and convey unto the City of Murfreesboro Tennessee ("Grantee"), its successors and assigns, forever, the following described parcels of real estate situated in Rutherford County, Tennessee, and more particularly described in Exhibit A attached hereto and fully incorporated herein.

TO HAVE AND TO HOLD the said tracts or parcels of land, together with all of the appurtenances, estate and title thereunto belonging unto the said Grantee, its successors and assigns, forever. This instrument is executed without warranty or representation of any kind on the part of the undersigned, expressed or implied, except that there are no liens or encumbrances outstanding against the premises conveyed which were created or suffered by the undersigned and not specifically excepted herein.

This instrument is executed by the undersigned solely in the representative capacity named herein, and neither this instrument nor anything herein contained shall be construed as creating any indebtedness or obligation on the part of the undersigned in its corporate capacity, and the undersigned expressly limits its liability hereunder to the representative capacity named.

WITNESS MY H	ANDS on this the	day of	, 2024.
	RANSOM FAMI	LY TRUST	
	By: REGIONS B.	ANK, TRUSTEE	
	By:		
	Print Name:		
	Title:		
STATE OF			
COUNTY OF			
			for said State and County,
the RANSOM FAMILY	of RI FRUST, and as such es therein contained an	EGIONS BANK, ch	rsonally acquainted (or proved acknowledged him/herself to be which is the Trustee of the executed the foregoing he instrument to be the free act
WITNESS my hand, this	day of	, 2024.	
Notary Public My commission expires:			
STATE OF TENNESSEI COUNTY OF RUTHERI			
•	greater, is \$4,977,940	.00, which amount	ansfer or value of the property t is equal to or greater than the and voluntary sale.
Affiant			
Sworn to and subscribed this day of	· · · · · · · · · · · · · · · · · · ·		
Notary Public My commission expires:			

EXHIBIT A

REAL PROPERTY DESCRIPTION

(Legal Description to be inserted per Survey Conducted by the City)

NOTICE OF INTENT TO SELL CERTAIN REAL PROPERTY

Re: Captain D's location located at 323 NW Broad Street, Murfreesboro, TN

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is effective as of the ____ day of _____, 2024 (the "Effective Date"), by and between Regions Bank as Trustee of the Ransom Trust., (the "Assignor"), and CITY OF MURFREESBORO (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement for the purchase of 323 NW Broad Street, Murfreesboro, TN 37130 (the "Agreement"); and

WHEREAS, in conjunction with the sale of said real estate, simultaneously with the execution of this Assignment, Assignor and Assignee are consummating the transaction contemplated by the Agreement; and

WHEREAS, Assignor (the "Landlord"), entered into that certain Lease Agreement dated June 13, 1989 with Shoney's, Inc., as amended by certain Amendment dated June 1, 2011, by agreement with Captain D's, LLC, successor interest for Shoney's Inc., and Second Amendment dated June 1, 2015 with Captain D's, LLC (the "Lease") for certain premises located in Murfreesboro, Tennessee and attached hereto as Exhibit 1; and

WHEREAS, Assignor and Assignee have agreed that Assignor shall transfer and assign to Assignee all right, title and interest of Assignor in and to the Lease pursuant to the terms of this Assignment; and

NOW, THEREFORE, for and in consideration of the premises, and for Ten and No/100 Dollars (\$10.00) in hand paid by the parties one to another and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

- 1. <u>Defined Terms</u>. For purposes of this Assignment, including, but not limited to, the foregoing recitals, all capitalized terms not defined herein shall have the meaning ascribed thereto in the Lease.
- 2. <u>Transfer and Assignment</u>. Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all rights, title, benefits, privileges and interest of Assignor in, to and under the Lease, subject to all the terms, conditions, reservations and limitations set forth in the Lease.
- 3. <u>Assumption of Obligations</u>. Assignee hereby assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Lease, after the Effective Date. Assignor continues to be solely liable for and responsible for all of the obligations and duties under the Lease occurring prior to the Effective Date of this Assignment.

- 4. <u>Indemnity</u>. Assignor shall indemnify, defend (with counsel reasonably satisfactory to Assignee) and hold harmless Assignee from and against all claims and resulting liabilities and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) arising out of or in connection with Assignor's failure to observe, perform and discharge all of the obligations and liabilities of the Landlord under the Lease not expressly assumed by Assignee under Section 3 of this Assignment. Assignee shall indemnify, defend (with counsel reasonably acceptable to Assignor) and hold harmless Assignor from and against all claims and resulting liabilities and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) arising out of or in connection with Assignee's failure to observe, perform and discharge the obligations and liabilities of the Tenant under the Lease expressly assumed by Assignee under Section 3 of this Assignment.
- 5. <u>Tennant's Waiver of Right of First Refusal</u>. Tennant has waived its Right of First Refusal by that certain waiver, attached hereto as **Exhibit 2**.
- 6. <u>Miscellaneous</u>. This Assignment shall be governed by the laws of the State of Tennessee. If any legal proceeding is commenced related to this Assignment, the prevailing party in such legal proceeding shall be entitled to recover the reasonable attorneys' fees, court costs and litigation expenses it incurs in connection with such proceeding from the non-prevailing party therein, including, but not limited to, court costs and other expenses through all appellate levels. This Assignment shall be binding upon and inure to the benefit of the Assignor, Assignee,. No amendment, modification or termination of this Assignment shall be effective unless the same is in writing and is signed by both Assignor and Assignee. No waiver of any provisions of this Assignment or any default under this Assignment shall be deemed to have been made, unless the same is in writing and is signed by the party charged with making such waiver. All exhibits referenced in this Assignment are attached hereto and incorporated herein by reference.
- 7. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. The parties hereto agree that their respective signature page may be detached from any one such counterpart and attached to an identical counterpart so that there may be one counterpart with the signatures of Assignor, Assignee,. Facsimile and email signatures shall have the same force and effect as original signatures.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

Regions Bank as Trustee of the Ransom Trust	Family
By:	_
Name:	_
Title:	_
ASSIGNEE:	
City of Murfreesboro, Tennessee	
By:	_
Name:	_
Title:	

EXHIBIT 1

Lease

EXHIBIT 2

This instrument prepared by: Murfree, Goodman, & Rosado PLLC 805 S. Church Street, Suite 21 Murfreesboro, TN 37130

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is effective as of the ____ day of _____, 2024 (the "Effective Date"), by and between **Regions Bank as Trustee of the Ransom Trust.**, (the "Assignor"), and **City of Murfreesboro** (the "Assignee").

<u>**WITNESSETH**</u>:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement for the purchase of 204 South Front Street, Murfreesboro, TN 37130 (the "Agreement"); and

WHEREAS, in conjunction with the sale of said real estate, simultaneously with the execution of this Assignment, Assignor and Assignee are consummating the transaction contemplated by the Agreement; and

WHEREAS, Assignor (the "Landlord"), entered into that certain Lease Agreement dated April 1, 2022 with Yard Sale, Inc. (the "Lease") for certain premises located in Murfreesboro, Tennessee and attached hereto as Exhibit 1; and

WHEREAS, Assignor and Assignee have agreed that Assignor shall transfer and assign to Assignee all right, title and interest of Assignor in and to the Lease pursuant to the terms of this Assignment; and

NOW, THEREFORE, for and in consideration of the premises, and for Ten and No/100 Dollars (\$10.00) in hand paid by the parties one to another and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

- 1. <u>Defined Terms</u>. For purposes of this Assignment, including, but not limited to, the foregoing recitals, all capitalized terms not defined herein shall have the meaning ascribed thereto in the Lease.
- 2. <u>Transfer and Assignment</u>. Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all rights, title, benefits, privileges and interest of Assignor in, to and under the Lease, subject to all the terms, conditions, reservations and limitations set forth in the Lease.
- 3. <u>Assumption of Obligations</u>. Assignee hereby assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Lease, after the Effective Date. Assignor continues to be solely liable for and responsible for all of the obligations and duties under the Lease occurring prior to the Effective Date of this Assignment.
- 4. <u>Indemnity</u>. Assignor shall indemnify, defend (with counsel reasonably satisfactory to Assignee) and hold harmless Assignee from and against all claims and resulting liabilities and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) arising out of or in connection with Assignor's failure to observe, perform and discharge all of the obligations and

liabilities of the Landlord under the Lease not expressly assumed by Assignee under Section 3 of this Assignment. Assignee shall indemnify, defend (with counsel reasonably acceptable to Assignor) and hold harmless Assignor from and against all claims and resulting liabilities and expenses (including, but not limited to, reasonable attorneys' fees, court costs and litigation expenses) arising out of or in connection with Assignee's failure to observe, perform and discharge the obligations and liabilities of the Tenant under the Lease expressly assumed by Assignee under Section 3 of this Assignment.

- 5. <u>Miscellaneous</u>. This Assignment shall be governed by the laws of the State of Tennessee. If any legal proceeding is commenced related to this Assignment, the prevailing party in such legal proceeding shall be entitled to recover the reasonable attorneys' fees, court costs and litigation expenses it incurs in connection with such proceeding from the non-prevailing party therein, including, but not limited to, court costs and other expenses through all appellate levels. This Assignment shall be binding upon and inure to the benefit of the Assignor, Assignee,. No amendment, modification or termination of this Assignment shall be effective unless the same is in writing and is signed by both Assignor and Assignee. No waiver of any provisions of this Assignment or any default under this Assignment shall be deemed to have been made, unless the same is in writing and is signed by the party charged with making such waiver. All exhibits referenced in this Assignment are attached hereto and incorporated herein by reference.
- 6. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. The parties hereto agree that their respective signature page may be detached from any one such counterpart and attached to an identical counterpart so that there may be one counterpart with the signatures of Assignor, Assignee,. Facsimile and email signatures shall have the same force and effect as original signatures.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

Regions Bank as Trustee of the Ransom Trust	Family
By:	-
Name:	_
Title:	_
ASSIGNEE:	
City of Murfreesboro, Tennessee	
By:	-
Name:	-
Title:	

Exhibit 1 Lease

, 2024
Yard Sale, Inc. 204 S. Front Street Murfreesboro, TN 37130 Attn: Sean Miller
Re: Lease Agreement dated April 1, 2022
Dear Tenant: On
The information for the contact person is as follows:
City of Murfreesboro
Going forward, all rent and other payments due under the Lease should be remitted to City of Murfreesboro in accordance with the terms of the Lease at the following address:
Further, until you are directed otherwise by Purchaser, all notices and other communications to the landlord under or with respect to the Lease should be delivered in accordance with the terms of the Lease to:
Sincerely,

M. B. Murfree, IV

Michael T. Folks Senior Vice President and General Counsel Captain D's LLC 624 Grassmere Park Drive, Suite 30 Nashville, TN 37211 Re: Lease Agreement dated June 13, 1989 as amended by certain Amendment dated June 1, 2011 and Second Amendment dated June 1, 2015	
Dear Tenant: On , the property located at 323 NW Broad Street, Murfreesboro, TN 37130, in which you are a tenant under the Lease, will be sold to the City of Murfreesboro ("Purchaser") and, as of that date, Landlord's interest in the Lease has been assigned to Purchaser.	Commented [PM2]: Date of closing
The information for the contact person is as follows: City of Murfreesboro	
Going forward, all rent and other payments due under the Lease should be remitted to City of Murfreesboro in accordance with the terms of the Lease at the following address:	Commented [PM3]: Where should lease payments be sent an attention to whom?
Further, until you are directed otherwise by Purchaser, all notices and other communications to the landlord under or with respect to the Lease should be delivered in accordance with the terms of the Lease to:	Commented [PM4]: Contact for lease communication
Sincerely,	
M. B. Murfree, IV	

EXHIBIT G

TENANT ESTOPPEL CERTIFICATE

City of Murfreesboro, Tennessee Attention: Adam Tucker, City Attorney 111 Vine Street Murfreesboro, TN 37130

111 Vine Street Murfreesboro, TN 37130	
Re: Premises located at 204 Front Street, Murfreesbor "Premises")	ro, TN 37130 knowns as Yard Sale (the
Dear Mr. Tucker:	
The undersigned tenant ("Tenant") hereby certifies the follow	ing to the City of Murfreesboro.
Tenant is the tenant under that certain Lease Agreement dated Bank as Trustee of the Ransom Family Trust ("Landlord")	
The copy of the Lease attached hereto as Exhibit A and made copy of the Lease and all amendments and modifications there	
The Initial Term of the Lease commenced on April 1, 2022 ar	d expires on March 31, 2025.
Tenant is currently obligated to pay the monthly Base Rent pr \$120,000.00 per year, in monthly installments of \$10,000.0 Rent is due on, 2024 in the amount of \$	per month, and the next payment of Base
To Tenant's knowledge, as of the date of this Tenant Estoppe the Lease except as follows:	
All capitalized terms used in this Tenant Estoppel Certificate meanings for such terms as are set forth in the Lease.	which are not defined herein shall have the
Tenant has executed this Tenant Estoppel Certificate this	day of, 2024.
"TEN	NANT"
Yard	Sale, Inc, a Tennessee corporation
By:_	
Print	Name:
Title:	

EXHIBIT G

TENANT ESTOPPEL CERTIFICATE

City of Murfreesboro, Tennessee Attn: Adam Tucker, City Attorney 111 W. Vine Street Murfreesboro, TN 37130

Premises located at 323 NW Broad Street, Murfreesboro, TN 37130, being the Captain D's location (the "Premises") Dear Mr. Tucker, The undersigned tenant ("Tenant") hereby certifies the following to the City of Murfreesboro. Tenant is the tenant under that certain Lease Agreement dated June 13, 1989 as amended by certain Amendment dated June 1, 2011 and Second Amendment dated June 1, 2015 between Tenant and Regions Bank as Trustee of the Ransom Family Trust ("Landlord"), with respect to the Premises. The copy of the Lease attached hereto as Exhibit A and made a part hereof is a true, correct and complete copy of the Lease and all amendments and modifications thereto. The Initial Term of the Lease commenced on Jun3 13, 1989 and was amendment by certain Amendment dated June 1, 2011 and Second Amendment dated June 1, 2015, 2018 and expires on May 31, 2026. Tenant is currently obligated to pay the monthly Base Rent provided for under the Lease in the amount of \$55,000.00 per year, \$4,583.33 per month, and the next payment of Base Rent is due on , 2024 in the amount of \$4,583.33. To Tenant's knowledge, as of the date of this Tenant Estoppel Certificate, Landlord is not in default under the Lease except as follows: All capitalized terms used in this Tenant Estoppel Certificate which are not defined herein shall have the meanings for such terms as are set forth in the Lease. Tenant has executed this Tenant Estoppel Certificate this day of , 2024. "TENANT" Captain D's LLC, a Tennessee limited liability By:_____ Print Name:_____ Title:

Commented [PM1]: Need to insert first payment date due to the City.

EXHIBIT "A"

Lease and Amendments

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Bill of Sale and General Assignment") is made this _____ day of ______, 2024, by Regions Bank as Trustee of the Ransom Family Trust ("Seller"), to and for the benefit of City of Murfreesboro ("Purchaser").

WITNESSETH:

WHEREAS, concurrently herewith, Seller is conveying to Purchaser certain real property, together with all improvements thereon, situated in City of Murfreesboro, County of Rutherford, State of Tennessee, as described on <a href="Exhibit "A", attached hereto (collectively, the "Property"), in accordance with the terms of that certain Purchase and Sale Agreement dated as of by and between Seller and Purchaser (as may have been amended or modified, the "Contract"). Capitalized terms used herein and not defined herein shall have the meanings set forth in the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Purchaser all of the following, to wit:

- (a) All fixtures and tangible personal property located at the Property, without representation or warranty of any kind whatsoever except as set forth in and subject to the terms of the Contract:
- (b) All of the right, title, interest, and benefit of Seller in, to, and under any and all site plans, specifications and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, marketing studies, licenses, permits, zoning approvals, sewer and water permits and licenses, building permits, certificates of occupancy, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, permits and agreements, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, ownership, or operation of the Property, including all buildings and other improvements thereon or thereunder, and all right, title, and interest of Seller in and to all fees and deposits heretofore paid by Seller with respect thereto; and
- (c) All of the rights, title, interest, and benefit of Seller in, to, and under any and all guaranties, warranties, affidavits, lien waivers, and agreements given heretofore and with respect to the construction or composition of all improvements located in, on, upon or under and comprising a part of the Property or with respect to any of the tangible and intangible property relating thereto.

This Bill of Sale and General Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Purchaser and Seller.

This Bill of Sale and General Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the state in which the Property is located.

Commented [PM1]: Insert Date

This Bill of Sale and General Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[Signatures Commencing on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and General Assignment as of the day and year first written above.

"SELLER"

Regions Bank as Trustee of the Ransom Family Trust
By:
Name:
Its:
"PURCHASER"
City of Murfreesboro, Tennessee
By:
Name:
Title:

Exhibit "A"

<u>Legal Description of Property</u>

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Bill of Sale and General Assignment") is made this _____ day of ______, 2024, by Regions Bank as Trustee of the Ransom Family Trust ("Seller"), to and for the benefit of City of Murfreesboro ("Purchaser").

WITNESSETH:

WHEREAS, concurrently herewith, Seller is conveying to Purchaser certain real property, together with all improvements thereon, situated in City of Murfreesboro, County of Rutherford, State of Tennessee, as described on Exhibit "A", attached hereto (collectively, the "Property"), in accordance with the terms of that certain Purchase and Sale Agreement dated as of by and between Seller and Purchaser (as may have been amended or modified, the "Contract"). Capitalized terms used herein and not defined herein shall have the meanings set forth in the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Purchaser all of the following, to wit:

- (a) All fixtures and tangible personal property located at the Property, without representation or warranty of any kind whatsoever except as set forth in and subject to the terms of the Contract:
- (b) All of the right, title, interest, and benefit of Seller in, to, and under any and all site plans, specifications and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, marketing studies, licenses, permits, zoning approvals, sewer and water permits and licenses, building permits, certificates of occupancy, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, permits and agreements, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, ownership, or operation of the Property, including all buildings and other improvements thereon or thereunder, and all right, title, and interest of Seller in and to all fees and deposits heretofore paid by Seller with respect thereto; and
- (c) All of the rights, title, interest, and benefit of Seller in, to, and under any and all guaranties, warranties, affidavits, lien waivers, and agreements given heretofore and with respect to the construction or composition of all improvements located in, on, upon or under and comprising a part of the Property or with respect to any of the tangible and intangible property relating thereto.

This Bill of Sale and General Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Purchaser and Seller.

This Bill of Sale and General Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the state in which the Property is located.

Commented [PM1]: Insert Date.

This Bill of Sale and General Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[Signatures Commencing on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and General Assignment as of the day and year first written above.

"SELLER"

Regions Bank as Trustee of the Ransom Family Trust
By:
Name:
Its:
"PURCHASER"
City of Murfreesboro, Tennessee
By:
Name:
Title:

Exhibit "A"

<u>Legal Description of Property</u>

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title:	Purchase of Ammunition from Precision Delta Corporation		
Department:	Police		
Presented by:	Chief Michael Bowen		
Requested Cour	ncil Action:		
	Ordinance		
	Resolution		
	Motion		
	Direction	П	

Information

Summary

Consider purchase of ammunition from Precision Delta.

Staff Recommendation

Approve the purchase of ammunition from Precision Delta.

Background Information

Council approved the contract with Precision Delta for purchase of ammunition on September 2, 2022. Precision Delta is the authorized law enforcement distributor for Winchester ammunition. Pricing for the current contract is available through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Maintain Public Safety

This purchase is necessary to allow MPD to maintain sufficient ammo supplies for firearms training requirements in addition to duty ammo needs.

Fiscal Impacts

Funding for the total purchase cost of \$142,271 is provided for in the Department's operating expenses within the FY25 budget.

Attachments:

Quote from Precision Delta

PRECISION DELTA CORPORATION

QUOTE

205 W Floyce St PO Box 128 Ruleville, MS 38771

Date	Quote #
8/20/2024	204353

Name / Address	
MURFREESBORO POLICE DEPT	
FINANCE DEPT	
PO BOX 1139	
MURFREESBORO, TN 37133-1139	

Ship To
MURFREESBORO POLICE DEPT Chad Hershman 615-971-6186 1004 N. HIGHLAND AVE. MURFREESBORO, TN 37130

Rep GMS

Item	Manufacture	Description	Qty	Rate	Total
RA9BA - Case	Winchester	9mm +P 124gr. Ranger Bonded JHP 500 rd/cs ***MSRP 477.40***	80	240.45	19,236.00
W9NATO50-Case	Winchester	9mm 124gr. FMJ Nato 1000 rounds per case **MSRP 519.00***	150	264.69	39,703.50
W9MMLF - DS	Winchester	9MM 90gr Zinc FMJ SuperClean NT LF 500 rds/case Dropship from Winchester ***MSRP 350.60***	60	178.81	10,728.60
RA556B - Case	Winchester	5.56 mm Ranger 64gr Bonded Solid Base 1,000 rds per case ***2381.00***	30	1,142.76	34,282.80
WM1931000-Case	Winchester	5.56mm 55gr. FMJ Bulk packaged 1000 rds/case ***MSRP 893.47***	80	455.67	36,453.60
RA12RS15 - Case	Winchester	12 GA 2 3/4' Rifled Slug Ranger Low Recoil 250 rd/case ***MSRP 364.00***	10	186.66	1,866.60
		TN SWC331			
	-1		Total		\$142,271.10

Phone #	Fax#
662-756-2810	662-756-2590

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title:
VA Pump Station-Capacity Analysis Study-SSR TO & Amend No. 1

Department:
Water Resources

Presented by:
Valerie Smith

Requested Action:
Ordinance Resolution Motion

Summary

Consider an amendment to an engineering task order evaluating the VA pump station capacity.

Direction

Information

Staff Recommendation

Approval of the task order with amendment. The Water Resources Board recommended approval of this matter at its September 24, 2024.

Background Information

The initial TO for SSR, approved in December 2023, was to study the VA PS along Memorial Blvd in front of the Publix Shopping Center was initiated to determine the remaining capacity of the station and to provide a technical report. This station serves a large area, mainly the corridor along Memorial Blvd and to the east, and the corridor along Memorial Blvd has developed quite densely.

Staff requested a pause in any new Planning submittals for a period of 8 months to complete the study. SSR has now provided a technical report that stated the pump station is not pumping at its designed capacity. Therefore, staff asked for an amendment to the SSR TO to continue to study the PS further to determine the reason it is not pumping at full capacity and to possibly provide some alternatives to upgrade the PS without a total overhaul/replacement.

There are plans to remove some flow from the VA PS with the proposed eastern most PS along the new Cherry Lane corridor. MWRD cannot guarantee the timeline that these above PS improvements will be constructed or the exact number of new connections that may ultimately become available.

Council Priorities Served

Expand infrastructure

The capacity of this pump station is important, as it determines how the pump station and gravity sewer system can handle additional development in the area.

Fiscal Impact

The original TO amount, \$47,000 was not originally approved by Council, but the amendment, or \$12,945, brought the total TO to \$60,745 which requires Council approval. Funding will be from Water Resources' Working Capital Reserves.

Attachments

SSR Memo & TO 2341043.0 & TO Amendment No. 1 GIS Exhibit of PS Service Area

ENGINEERING TASK ORDER NO. 2341043.0

Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: 12/20/2023 _____, 2023

b. Owner: City of Murfreesboroc. Engineer: Smith Seckman Reid

d. Specific Project (title): Veterans Administration (VA) Pumping Station (PS28) Study

e. Specific Project (description): The project includes the study and report phase engineering

services to analyze the VA PS 28 drainage basin and determine if the pumping station and force main capacity must be increased

based on a 20-year study period (planning year of 2045).

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Agreement, Paragraph 1.2) as modified below:
 - Refer to the attached project understanding and scope of services
- Preliminary Design Phase (Agreement, Paragraph 1.3) and the following:
 - No preliminary design phase services are provided
- Final Design Phase (Agreement, Paragraph 1.4) as modified below:
 - No final design phase services are provided
- Bidding or Negotiating Services (Agreement, Paragraph 1.5)
 - No bidding or negotiating services are provided
- Construction Phase Services (Agreement, Paragraph 1.6) and the following:
 - No construction phase services are provided
- Operational Phase Services (Agreement, Paragraph 1.7)

- No operational phase services are provided
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Exclusions

A. See attached project understanding and scope of services.

4. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement.

5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

- A. Delete Paragraph 3.5.
- B. Modify Paragraph 3.8 to state that Owner will furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent form others as may be necessary for completion of the Project, except that Engineer will prepare and submit permit applications to TDEC and City Codes.

6. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule. If additional services are requested as a result of the Study and Report Phase Services the following schedule will be adjusted to allow time for Board and Council approval of separate task order and an additional 30 days to the design schedule.

<u>Party</u>	<u>Action</u>	Schedule
Engineer	Furnish review copies of the Report and other Study and Report Phase deliverables to Owner.	Within 55 days of the Notice to Proceed of the Task Order.
Owner	Submit comments Report and other Study and Report Phase deliverables to Engineer.	Within 5 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within 2 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

7. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of
	Amount	Compensation

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Study and Report Phase	\$42,700.00	Hourly Not to Exceed
b. Project Management	\$5,100.00	Hourly Not to Exceed
TOTAL COMPENSATION (lines 1.a-b)	\$47,800.00	
REIMBURSABLE EXPENSES *		
a. Out-of-Town Mileage	\$0	\$0.655 /mile
b. Meals and Lodging	\$0	At Cost
c. External Plotting	\$0	At Cost

^{*} Reimbursable expenses are estimated amounts.

Engineer expects the entire contract duration for these services to be less than 62 days. If the contract duration extends beyond this time, commensurate additional compensation may be required.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

8. Consultants retained as of the Effective Date of the Task Order:

A. None.

9. Attachments:

B. Project understanding and scope of services.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is	12/20/2023	_, 2023.
CITY OF MURFREESBORO: Craig Tindall 242A8A860F6749B		
Print Name:Craig Tindall		
Title: City Manager		
SMITH SECKMAN REID:	WITNESS:	
By:	Ву:	Algun
Print Name: <u>Brentley D. Fowler</u>	Print Name:	Andrew T. Johnson
Title: Principal	Title:	Principal
APROVED AS: TO FORM: Adam Tucker 43A2005E51F9401 City of Murfreesboro Legal Department		
city of ividiffeesboro tegal Department		

DocuSign Envelope ID: D8D01E8C-2B76-483A-A5D2-358FAEE15809				
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T:\Team41\2023\F	roposals\MWRD\VA PS 28 Study\Individual Files\BDF	231129_PROP_2341043.0-MWRD_VA PS 28_Study.d	loc	Page 5 of 5

VETERANS ADMINSTRATION PUMPING STATION (28) STUDY PROJECT UNDERSTANDING AND SCOPE ATTACHMENT TO TASK ORDER 2341043.0

Purpose

This Task Order authorizes and directs the Engineer to proceed in providing to the Owner study and report phase Engineering services for the development of a study of the VA PS (28) drainage basin to determine if the existing VA Pump Station (28) (VAPS-28) and VA Force Main (VAFM) capacities must be increased based on a 20-year study period (planning year of 2045).

Project Understanding

Project will include a population and flow study of the VAPS-28 drainage basin to include flow monitoring basin MF08. The project will include preparation of a technical memorandum (TM) summarizing the study findings and identifying system deficiencies, if any. The flow calculations will exclude any areas served or to be served by Consolidated Utility District (CUD). Engineer will utilize the City's 2035 Comprehensive Plan and Future Land Use Amendment Adopted Future Land Use Map Update (2023) | Murfreesboro, TN - Official Website (murfreesborotn.gov), and sewer allocation study and report to estimate flow projections.

Owner-Provided Information

Owner will provide existing, pertinent information for the development of the Plan. The information will include, but is not limited to the following:

- Collection system flow measurement data, if available, and pump station pumping records.
- Active and planned STEP system service areas with GIS data if available.
- CUD STEP system GIS data.
- Soils data indicating suitability for STEP system drip irrigation, if applicable.
- Previous studies and reports related to drainage basin.
- Wastewater collection system design criteria.
- VA PS and FM construction project record drawings.
- Records of any modifications that are not part of existing project record drawings.
- Records of known complaints and/or problems.
- Planning data from the 2035 Comprehensive Plan and Future Land Use Amendment, including historical and projected rates of development, land use classifications and categories, and future comprehensive land use plans including population densities.
- Planning data from the Sewer Allocation Plan, including existing connections, approved connections, available connections, developable acreage land use classifications and categories, and future comprehensive land use plans including population densities.
- GIS data from the 2035 Comprehensive Plan and Future Land Use Amendment, including historical and projected rates of development, land use classifications and categories, and future comprehensive land use plans including population densities.
- Sewer system GIS data including pipes, manholes, lift stations, etc.

Engineering Task Order No. 2341043.0 Project Understanding and Scope Page 2/7

- Sanitary sewer service area GIS data.
- Sanitary sewer master plans and sub-basin master plans.
- Sanitary sewer master plan and sub-basin master plan GIS data where available.
- Sanitary sewer system flow monitoring data and reports.
- Parcel data with attributes relatable to sewer services.
- Zoning information.

It is understood that Engineer will utilize data from the 2035 Comprehensive Plan wherever possible for the development of the study.

ENGINEER'S SCOPE OF SERVICES

This task order covers the Engineering study and report basic services necessary to complete each of the following:

Task 00.0 - Project Management

Engineer will plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Services. Engineer will review project progress and communicate project status on a regular basis to the Owner. Communication will be through email and telephone, as well as at project coordination meetings with the Owner. On a monthly basis, project invoices will be prepared and delivered to the Owner.

This subtask will include the following activities:

- Project administration includes scheduling maintenance, filing, resource allocation, quality control, and routine communications.
- Design team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the Owner.
- Submitting monthly invoices to the Owner.

Task 10.0. Data Collection and General Information

Owner will provide and Engineer will analyze all data relevant to the flow of wastewater in the VAPS-28 drainage basin collection system and the VAPS-28. The Owner will furnish the Engineer with existing record drawings, GIS data, sewer master plans, electronic files, flow monitoring data and reports, pumping station pump curves, pump run times and other applicable rainfall or flow data, and other information regarding the sanitary sewer system as well as past reports applicable to the project. A minimum of four years of collection system flow data and pumping data from the VAPS-28 will be provided by the Owner.

Engineer will advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the

Engineering Task Order No. 2341043.0 Project Understanding and Scope Page 3/7

study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

This task will include the following activities:

- Engineer will create a register of data required from Owner, including priority and the responsible parties.
- Engineer will create file transfer protocol (FTP) site allowing Owner to transmit data to Engineer.
- Engineer will receive data from Owner and Owner's consultants, if applicable.

Task 20.0 – Evaluation of Data and Facilities

Engineer will visit the Site to view existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

Engineer will use the static spreadsheet models for pumping and pressurized conveyance, the planning and design criteria, and the baseline wastewater conditions to determine the VAPS-28 capacity needs and optimum performance. The pumping station and force main will be evaluated with a specific emphasis on 1) current reliable capacity, 2) physical equipment modifications available for increased capacity, and 3) potential for optimization. Non-pumping areas will not be evaluated. Evaluations will be completed in the following areas:

- Pumping station.
- Discharge flow metering.
- Force mains.

This subtask will include the following activities:

- Review existing record drawings provided by Owner.
- Review existing reports and other information provided by Owner.
- Visit existing facilities, as required.
- Review pump station and flow records provided by Owner to determine history of flows regarding volume and flow patterns.
- Prepare system head-capacity calculations to determine the capacity of the VAPS-28.
 These calculations will be static in nature and include traditional spreadsheet design calculation procedures.
- Calibrate system head-capacity model based on VAPS-28 data provided by Owner.

Task 30.0. Land Use, Population, and Flow Projections

Engineer will use the 2035 Comprehensive Plan and Future Land Use Amendment and Sewer Allocation Plan data as the basis of land use and population growth in the Owner's existing Urban Growth Boundary (UGB).

Engineering Task Order No. 2341043.0 Project Understanding and Scope Page 4/7

Subtask 30.1 - Land Use Data

Owner will provide GIS data/shapefiles of the existing and future wastewater service areas, existing and future land use data for the Engineer to use as a basis for developing the wastewater utility planning flows and loads.

This subtask will include the following:

- Review land use and allocation data provided by Owner.
- Create land use maps as required.

Subtask 30.2 – Population Data and Projections

Engineer will use the 2035 Comprehensive Plan and Future Land Use Amendment and Sewer Allocation Plan population projections as the basis for future flows. Engineer, will also use the 2035 Comprehensive Plan and Future Land Use Amendment and Sewer Allocation Plan data, including Owner -provided updates as necessary, for population projections within individual sanitary sewer districts and grouped into flow monitored drainage basins inside within the VAPS-28 drainage basin and within the UGB. Engineer will conduct an analysis of the drainage basins for potential decentralized treatment sites, if applicable, and establish projections for the total capacity potential of those sites. Owner -provided GIS data for suitable soils will be used to assist in decentralized service area determination. Engineer will collaborate with Owner to produce a decision matrix using soils data, land size to support decentralized system, proximity to existing or future gravity sewers, and available sewer capacity to identify areas of projected decentralized sewer service. Engineer and Owner will then work jointly to project the future decentralized treatment capacity using the decision matrix.

Future flows will be determined from information developed in previous subtasks. The modeled future flows will be based on land use, zoning, area, and projected population density from the 2025 Comprehensive Plan and Future Land Use Amendment and Sewer Allocation Plan, unit percapita wastewater contribution, and tributary area that is projected to produce flow. These future wastewater flows will be combined with the existing estimated design flows to determine if the existing VAPS-28 pumping capacity is inadequate to transport the peak hourly flow demand under future build-out conditions.

This subtask will include the following:

- Project future growth and predict future wastewater flows.
- Forecast capacities for the VAPS-28 drainage basin pumping requirements.

Task 40.0 – Prepare and Submit Technical Memorandum (TM)

This task consists of preparation of a TM for submittal to the Owner for review and approval. The document will summarize the findings of the study identifying system deficiencies if any. Recommendations for options to increase pumping and force main capacity, if any, will not be included in this Task Order.

Engineering Task Order No. 2341043.0 Project Understanding and Scope Page 5/7

Subtask 40.1 – Draft Technical Memorandum

Pursuant to the Task Order schedule, Engineer shall prepare and furnish an electronic copy of the Report and any other Study and Report Phase deliverables to Owner.

Subtask 40.2 – Review Meeting and Owner Comments

Pursuant to the Task Order schedule, Engineer shall conduct a meeting with Owner and review the TM. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

Subtask 40.3 – Final Technical Memorandum

Pursuant to the Task Order schedule, Engineer shall revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish an electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner.

This task will include the following:

- Engineer will prepare a first draft of the TM.
- Engineer will submit the first draft version electronically to Owner.
- Engineer will conduct a meeting to review comments with Owner and revise first draft as appropriate.
- Engineer will submit the final version electronically to Owner.

Time of Completion

	Calendar	Commencement
Milestone	Days	Point
Task 00.0 – Project Management	62	Notice to Proceed
Task 10.0 – Data Collection and General Information	10	Notice to Proceed
Task 20.0 – Evaluation of Data and Facilities	15	Task 10.0
Task 30.0 – Land Use, Population, and Flow Projections	15	Task 20.0
Task 40.0 – Prepare and Submit TM	22	Task 30.0

This entire contract is expected to be complete within 62 days of the project notice to proceed date. If the contract extends beyond this period of time, the compensation may have to be adjusted commensurately.

Meetings and Site Visits

The following meetings with the Owner and site visits will be conducted by Engineer under the subtask:

- One progress meeting during the evaluation of data and facilities task.
- One progress meeting during the land use, population, and flow projections task.
- One meeting to review the draft technical memorandum.
- One site visit to the VAPS-28.

Engineering Task Order No. 2341043.0 Project Understanding and Scope Page 6/7

Deliverables

Task 00.0 – Project Management and Initiation

The Engineer will provide the following under the task:

• Monthly invoices submitted electronically.

Task 10.0 – Data Collection and General Information

The Engineer will provide the following under the task:

Register of data required from Owner.

Task 20 – Evaluation of Data and Facilities

The Engineer will provide the following under the task:

None.

Task 30 – Land Use, Population, and Flow Projections

The Engineer will provide the following under the task:

- One (1) electronic copy of any exhibits to be used in the TM.
- Summary table of projected population and flows by sanitary sewer district and grouped into flow monitored basins.

Task 40.0 – Prepare and Submit Technical Memorandum

The Engineer will provide the following under the task:

- One (1) electronic copy of the complete first draft of the TM.
- One (1) electronic copy of the complete final draft of the Plan.

Exclusions

The following services are specifically excluded from the Scope of Services:

- Project initiation meeting.
- Surveying to confirm GIS data of collection system facilities.
- Sanitary sewage flow monitoring.
- Physical condition assessment of sewage collection system facilities.
- Physical condition assessment of pumping facilities.
- Spreadsheet or software hydraulic modeling of sewage collection system.
- Evaluation and recommendations of pumping and force main conveyance capacity improvements.
- Bidding phase services.

Engineering Task Order No. 2341043.0 Project Understanding and Scope Page 7/7

- Design phase services.
- Construction and post construction phase services.



VA Pumping Station (PS28) Study

MEMORANDUM

To: Valerie Smith

From: Brent Fowler

Date: September 18, 2024

Re: Additional Engineering Services

Project Name: VA Pumping Station (PS28) Study

Project Number: 2341043.0

Per your request, this memorandum provides information regarding changes to the scope of engineering services for the above-named project.

Background

Original Task Order

In December 2023, the Board and Council approved SSR Task Order 2341043.0 for the study and report phase engineering services to analyze the VA PS28 drainage basin and determine if increases to the pumping station and force main capacity based on a 20-year study period (planning year of 2045) are necessary.

Proposed Amendment 1

The results of the study reveal that the VA PS28 does not have sufficient capacity to meet the future peak flow projections within the drainage basin or even the current peak flows within the drainage basin. The study also revealed that the pump station is conveying flow at a lower-than-expected rate which requires further evaluation to determine the cause and to identify a solution. During the study, SSR performed work outside of the original project scope including additional analysis of pump telemetry data, evaluation of the reduced pumping performance, and preliminary evaluation of increasing the pumps impeller size to produce more flow. SSR request additional compensation for this work.

To improve the station's existing performance, MWRD requests that SSR continue the evaluation to identify the cause of reduced pumping capacity and to investigate low-cost options to increase pumping capacity including increasing impeller size and replacing pump motors with larger motors. This will require an evaluation of the existing pump discharge piping, electrical service, and electrical equipment to identify if upgrades are necessary. This work is outside of the original project scope, and therefore SSR requests additional compensation.

Recommendation

SSR recommends that the Board and Council amend Task Order 2341043.0 to include the above-listed additional services, and SSR respectfully requests compensation for these services. MWRD staff requested that SSR perform the services, and the work is necessary to improve the VA PS28 performance.

Project Costs

The Board and Council approved Task Order 2341043.0 total fee is \$47,800.00. The estimated fee for the above-described additional services total \$12,945.00 bringing the total engineering services to \$60,745.00.



VA Pumping Station (PS28) Study

Attachments

1. Amendment No. 1 to SSR Task Order 2341043.0

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Amendment [1] To Task Order No. 2341043.0

1. Background Data:

a. Effective Date of Task Order: December 20, 2023

b. Owner: City of Murfreesboro

c. Engineer: Smith Seckman Reid

d. Specific Project: Veterans Administration (VA) Pumping Station

(PS28) Study

2. Description of Modifications

a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

- Study and Report Servies (Agreement, Paragraph 1.2) and the following:
 - Additional telemetry data evaluation
 - Evaluation of reduced pumping capacity at the existing station
 - Preliminary evaluation of increase pump impeller size
 - Evaluation of low-cost options to increase pump station capacity
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation		
1. Basic Services (Section 1 of Agreement)				
a. Report Phase ⁽¹⁾	\$12,945.00			
TOTAL COMPENSATION (lines 1.a)	\$12,945.00	Hourly Not to Exceed		
REIMBURSABLE EXPENSES (1)				
a. Out-of-Town Mileage	\$0	\$0.67 /mile		
b. Air Transportation	\$0	At Cost		
c. Meals and Lodging	\$0	At Cost		
d. External Plotting and Postage	\$0	At Cost		
(1) Reimbursable expenses are estimated amounts.				

c. The schedule for rendering services under this Task Order is modified as follows:

 Report phase services are anticipated to be no more than 30 days, following installation of pressure gauges at the VA PS.

Engineer expects the entire contract duration for these modified services to be less than 3 months. If the contract duration extends beyond this time, commensurate additional compensation may be required.

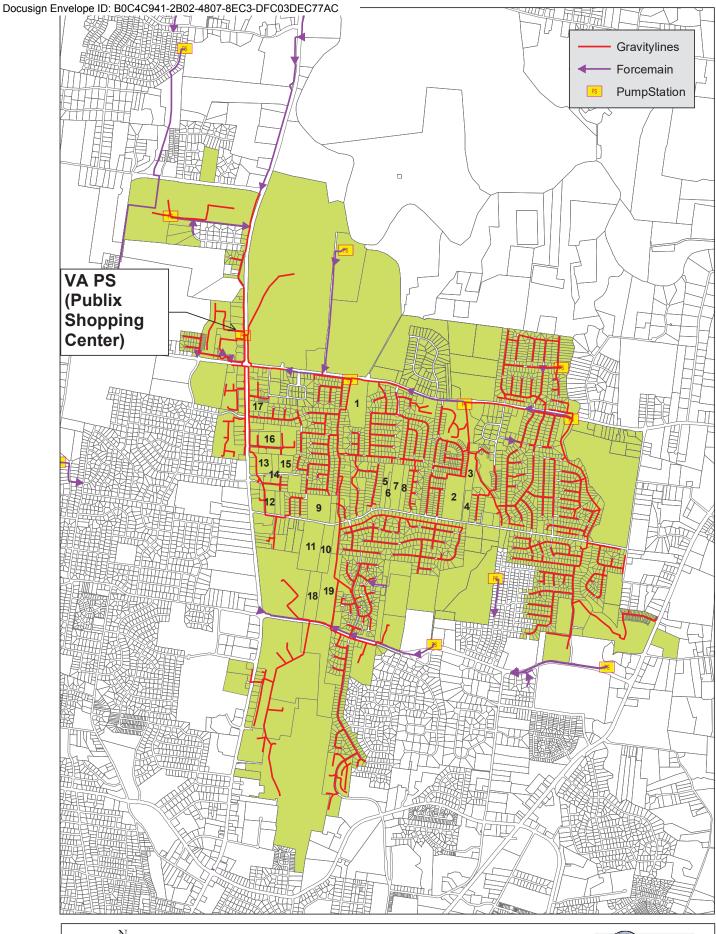
3. Task Order Summary (Reference only)

a. Original Task Order amount: \$47,800.00
b. Net change for prior amendments: \$0.00
c. This amendment amount: \$12,945.00
d. Adjusted Task Order amount: \$60,745.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
Ву:	By:
Title: Mayor	Title: Principal
Date Signed:	Date Signed: 09/18/2024
APRIQUED AS TO FORM: Adam 7 Tucker	
Adam 7 Tucker	
Adam F. Tucker, City Attorney	





MURFREESBORO WATER AND SEWER DEPARTMENT $VA\ PS\ Study\ (PS\ \#28)$

3193 Parcels / 2754 Acres



COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title: Qatium Water Management Platform

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider purchase of a water management oftware platform; a digital tool that optimizes water network performance, operations, and design.

Staff Recommendation

Approve Qatium water management platform. The Water Resources Board recommended approval of this matter on September 24, 2024.

Background Information

This item is coming before the Council due to a contractual provision that requires disputes to be adjudicated in Spain, according to Spanish law. This provision amounts to a partial waiver of the City's sovereign immunity, which requires Council action. Staff has determined that the risk from this provision is fairly minimal, due to the nature of the software (which merely imports data from the City for modeling purposes), as well as the fairly small amount of money at stake.

This modeling program will provide benefits to several divisions in the Department and be actively used. The Qatium model will provide benefits to AMI, Operations & Maintenance, and the Water Treatment Plant. Qatium will allow data from the SCADA and AMI systems to have a digital twin and run simulations that allow Staff to model flows and pressures, manage water shutdowns, conduct unidirectional flushing, and monitor water quality.

Council Priorities Served

Responsible budgeting

Maintaining system infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

The cost of the Qatium Water Management Platform is \$11,800/year for two years with funding coming from the FY25 and FY26 operating budgets.

Attachments

Qatium Water Management Platform



Date: 29-08-2024

Quotation ref: QAT-2024-MWRD

Murfreesboro Water Resources Department

300 Northwest Broad Street Murfreesboro, TN 37130 USA

Alan Cranford

City of Murfreesboro | Water Resources Department

Business plan

12 or 24 months on Business subscription

- Customer points: 29,000 (100,000 included)
- Control sensors: 22 (500 included)
- Smart meters: 100,000 included
- Availability of historical reading data: 60 days
- Users: 10
- Workspaces: 1
- Real-time collaboration
- User permissions & roles
- Live support
- Network zones
- Access to all Business plugins, including but not limited to:
 Search, Demand spike, Flushing, Watermain shutdown, Zones, Tank autonomy, Water quality

Yearly Cost - 12 month contract

USD 13,100.00 /year

Yearly Cost - 24 month contract

USD 11,800.00 /year

A single payment is required before starting.

This proposal is valid until 30th September 2024. Prices do not include VAT.

Qatium

August 2024

O Murfreesboro & Qatium Project

Why Qatium?

Adding Qatium as a data visualization and decision-making hub could significantly impact several key areas of this project:

- Optimizing water distribution through network leakage reduction, dynamic monitoring and improved infrastructure planning for better operational efficiency and risk management
- Making data easily accessible and reliable for future organizational needs
- Improving the operation efficiency through better understanding of network, real-time situational awareness and resource allocation
- Increase customer satisfaction, get to zero color, taste and odor complaints
- Reducing the amount of water spent in flushing operations
- Enhancing overall effectiveness, customer experience and corporate reputation

In this document, you will find more detailed information on how Qatium can achieve these goals and why it is the ideal solution





O Transform your way of working

Understand your network at a glance

Gain a comprehensive view of your network, enabling you to manage and optimize it effectively.

Eliminate busywork

Receive warnings and custom notifications about anomalies, such as tank levels, so you can act only when necessary.

Proactive decision-making

Review scenarios or test the impact of decisions in a virtual environment. With the right tools, you can make proactive and confident decisions.

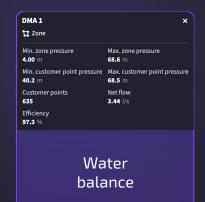
Reduce risk

Make more informed decisions, reducing risks and enhancing operational efficiency.





Core features at a glance





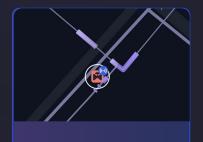
Network visualizations



Warnings for anomalies

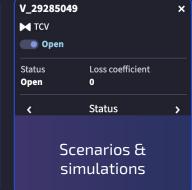


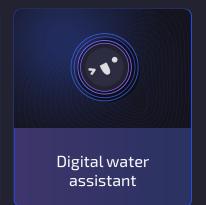
Easy model builder



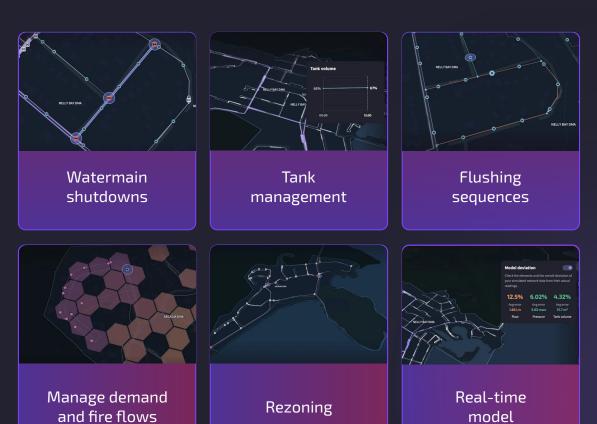
Sensor monitoring







• Featured use cases



O Documentation, training & support

At Qatium, we ensure that our users are fully equipped to utilize our platform through comprehensive documentation, training, and support services.

Robust Help Center and Virtual Assistant Integration

Our robust help center is directly connected to Q, Qatium's virtual assistant, providing users with instant access to a wealth of information and resources. Q can assist with a wide range of queries, from troubleshooting common issues to providing step-by-step guides for using various features of the platform.

Comprehensive Training Programs

During the implementation phase, MWRD's team will receive thorough training to ensure they are well-versed in operating the platform. This includes hands-on sessions, webinars, and access to detailed training materials. Our goal is to empower your team to leverage Qatium's capabilities to their fullest extent.

Proactive Customer Support

Support is primarily managed via email, utilizing a sophisticated ticketing platform to ensure all issues are tracked and resolved efficiently. Our customer support team is dedicated to proactively monitoring customer activity and behavior, identifying potential issues before they become problems, and ensuring that your experience with Qatium is smooth and productive.

• Keeping your data secure

Protecting Data in Transit

Qatium uses strong encryption protocols, such as SSL and TLS, to secure data in transit between clients & servers.

Data-at-Rest Protection & Resiliency

Qatium protects data at rest with strong encryption (AES 256), regular backups & disaster recovery plans. Its cloud infrastructure complies with core certifications.

Separation between Users

Qatium imposes strict access controls to ensure logical separation among different group of users, preventing unauthorized access & protecting data privacy.

Operational security

Qatium has implemented procedures & technologies to protect, detect & respond to security incidents. It uses comprehensive monitoring systems, regular security assessments & incident response protocols.

Traceability

The activities of any user, including Qatium employees, are monitored, recorded and stored in logs.

Dedicated instances

The Qatium platform is multi-tenant, but the feasibility of deploying dedicated instances has been analyzed & validated. The could result in delayed delivery & additional costs.

O. Subscription and Pricing Details

Business Plan for MWRD

Access to all Business plugins. Live Support & Real-time collaboration.

	Service Points	Control Sensors	Historical readings availability	Users	Networks	Team Workspaces	Yearly Cost*
12 months	29,000 (100,000 included)	22 (500 included)	60 days	10	1	1	13,100.00 USD
24 months	29,000 (100,000 included)	22 (500 included)	60 days	10	1	1	11,800.00 USD

^{*} This proposal is valid until 15th September 2024. Prices do not include VAT.

Payment Terms: A single annual payment is required before starting.

Q Qatium is trusted by



















Murfreesboro Project Thank you!

Oatium

Contact Information:

Rudolf Rauhut rudolf.rauhut@qatium.com +34 518-890-161

+1 213-550-5394

Form W-8BEN-E

(Rev. October 2021) Department of the Treasury Internal Revenue Service

Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)

For use by entities. Individuals must use Form W-8BEN. Section references are to the Internal Revenue Code.
Go to www.irs.gov/FormW8BENE for instructions and the latest information.
Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NO	T use this form for:		Instead use Form
• U.S.	entity or U.S. citizen or resident		
• A fore	eign individual		W-8BEN (Individual) or Form 823
	eign individual or entity claiming that income is effectively connected with ss claiming treaty benefits)	h the conduct of	f trade or business within the United States
• A fore	eign partnership, a foreign simple trust, or a foreign grantor trust (unless	claiming treaty I	benefits) (see instructions for exceptions) W-8IM
gover 501(c	eign government, international organization, foreign central bank of issue rnment of a U.S. possession claiming that income is effectively connectes), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions to be properties as an intermediary (including a qualified intermediary acting	ed U.S. income of for other except	or that is claiming the applicability of section(s) 115(2), ions)
Par	t I Identification of Beneficial Owner	· · ·	`
1	Name of organization that is the beneficial owner		2 Country of incorporation or organization
	TECH SOLUTIONS, S.L.		Spain
3	Name of disregarded entity receiving the payment (if applicable, see ins	structions)	
4	Chapter 3 Status (entity type) (Must check one box only):	ooration	Partnership
	☐ Simple trust ☐ Tax-exempt organization ☐ Com	nplex trust	☐ Foreign Government - Controlled Entity
	☐ Central Bank of Issue ☐ Private foundation ☐ Esta	ite	Foreign Government - Integral Part
	☐ Grantor trust ☐ Disregarded entity ☐ Inter	rnational organiz	ration
	If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the	e entity a hybrid mak	ring a treaty claim? If "Yes," complete Part III. Yes No
5	Chapter 4 Status (FATCA status) (See instructions for details and comp	lete the certific	ation below for the entity's applicable status.)
	Nonparticipating FFI (including an FFI related to a Reporting IGA	☐ Nonreport	ting IGA FFI. Complete Part XII.
	FFI other than a deemed-compliant FFI, participating FFI, or		overnment, government of a U.S. possession, or foreign
	exempt beneficial owner).	central ba	nk of issue. Complete Part XIII.
	Participating FFI.	Internation	nal organization. Complete Part XIV.
	Reporting Model 1 FFI.	☐ Exempt re	etirement plans. Complete Part XV.
	Reporting Model 2 FFI.	☐ Entity who	lly owned by exempt beneficial owners. Complete Part XV
	Registered deemed-compliant FFI (other than a reporting Model 1	☐ Territory fi	inancial institution. Complete Part XVII.
	FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII).	☐ Excepted	nonfinancial group entity. Complete Part XVIII.
	See instructions.	Excepted	nonfinancial start-up company. Complete Part XIX.
	☐ Sponsored FFI. Complete Part IV.	☐ Excepted	nonfinancial entity in liquidation or bankruptcy.
	☐ Certified deemed-compliant nonregistering local bank. Complete	Complete	Part XX.
	Part V.	☐ 501(c) org	anization. Complete Part XXI.
	☐ Certified deemed-compliant FFI with only low-value accounts.	☐ Nonprofit	organization. Complete Part XXII.
	Complete Part VI.	☐ Publicly tr	aded NFFE or NFFE affiliate of a publicly traded
	Certified deemed-compliant sponsored, closely held investment	corporatio	on. Complete Part XXIII.
	vehicle. Complete Part VII.	Excepted	territory NFFE. Complete Part XXIV.
	Certified deemed-compliant limited life debt investment entity.	Active NFI	FE. Complete Part XXV.
	Complete Part VIII.	☐ Passive N	FFE. Complete Part XXVI.
	Certain investment entities that do not maintain financial accounts.	☐ Excepted	inter-affiliate FFI. Complete Part XXVII.
	Complete Part IX.	☐ Direct rep	orting NFFE.
	Owner-documented FFI. Complete Part X.	☐ Sponsored	d direct reporting NFFE. Complete Part XXVIII.
	Restricted distributor. Complete Part XI.	☐ Account the	hat is not a financial account.
6	Permanent residence address (street, apt. or suite no., or rural route). Do no	ot use a P.O. box	c or in-care-of address (other than a registered address).
75 Trir	nidad Street		
Castel	City or town, state or province. Include postal code where appropriate. llón, 12002		Country Spain
7	Mailing address (if different from above)		
	City or town, state or province. Include postal code where appropriate.		Country

Form W-8BEN-E (Rev. 10-2021) Part I Identification of Beneficial Owner (continued) U.S. taxpayer identification number (TIN), if required N/A GIIN 9a **b** Foreign TIN c Check if FTIN not legally required. ▶ B44539096 10 Reference number(s) (see instructions) Note: Please complete remainder of the form including signing the form in Part XXX. Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.) Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment 11 Reporting Model 1 FFI. U.S. Branch. ☐ Branch treated as nonparticipating FFI. Participating FFI. Reporting Model 2 FFI. Address of disregarded entity or branch (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address). City or town, state or province. Include postal code where appropriate. Country GIIN (if any) Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.) Part III I certify that (check all that apply): The beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country. The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions): ☐ Government Company that meets the ownership and base erosion test ☐ Tax-exempt pension trust or pension fund Company that meets the derivative benefits test Other tax-exempt organization Company with an item of income that meets active trade or business test ☐ Publicly traded corporation Favorable discretionary determination by the U.S. competent authority received ☐ No LOB article in treaty Subsidiary of a publicly traded corporation Other (specify Article and paragraph): The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions). 15 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph of the treaty identified on line 14a above to claim a % rate of withholding on (specify type of income): Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: Part IV Sponsored FFI Name of sponsoring entity: Check whichever box applies. ☐ I certify that the entity identified in Part I: • Is an investment entity; • Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; and • Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity. ☐ I certify that the entity identified in Part I: • Is a controlled foreign corporation as defined in section 957(a); • Is not a QI, WP, or WT; • Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; and · Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited

to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

incorporation or organization; • Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization; • Does not solicit account holders outside its country of organization; • Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is no advertised to the public and from which the FIP performs solely administrative support functions); • Has no more than \$175 million in assess on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and • Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FII identified in Part I and that meets the requirements set forth in this part. Part VII Certified Deemed-Compliant FFI with Only Low-Value Accounts 19		-8BEN-E (Rev. 10-2021)
Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country o incorporation or organization; In page sprimarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization; Does not solicit account holders outside its country of organization; Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is no advertised to the public and from which the FFI performs solely administrative support functions); Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part. Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts In continuous partnership interests, commodities, notions principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security partnership interest, commodity, notional principal contract, insurance or annuity contract. Not financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess or \$50,000 (as determined after applying applicable account aggregation rules); and Neither the FFI note here there expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year. In a neither fine part is an inv	Part	Certified Deemed-Compliant Nonregistering Local Bank
incorporation or organization; Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization; Des not solicit account holders outside its country of organization; Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is no advertised to the public and from which the FTP performs solely administrative support functions); Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FTI identified in Part I and that meets the requirements set forth in this part. Part VII Certifyied Deemed-Compliant FFI with Only Low-Value Accounts I certify that the FTI identified in Part I: Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notions principal contracts, insurance or annuity contract, insurance contract or annuity contract. No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess o \$50,000 (as determined after applying applicable account aggregation rules); and Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance shed as of the end of its most recent accounting year. I certify that the entity identified in Part I: I san fFI solely because	18	☐ I certify that the FFI identified in Part I:
bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization; • Does not solicit account holders outside its country (for this purpose, a fixed place of business does not include a location that is no advertised to the public and from which the FFI performs solely administrative support functions); • Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and • Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part. Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts 19		• Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is no advertised to the public and from which the FFI performs solely administrative support functions); Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution, other than a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part. Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts I certify that the FFI identified in Part I:		• Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
advertised to the public and from which the FFI performs solely administrative support functions); • Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and • Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part. Part VI		• Does not solicit account holders outside its country of organization;
• Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part. Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts □ Certify that the FFI identified in Part I: • Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security partnership interest, commodity, notional principal contract, insurance contract or annuity contract; • No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess or \$50,000 (as determined after applying applicable account aggregation rules); and • Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year. Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle Name of sponsoring entity: • Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4); • Is not a QI, WP, or WT; • Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and • 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if tha entity owns 100% of the equity interests to investors on or before January 17, 2013, pursuant to		• Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part. Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts 19		• Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and
1		• Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.
 Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security partnership interest, commodity, notional principal contract, insurance contract or annuity contract; No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess o \$50,000 (as determined after applying applicable account aggregation rules); and Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year. Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle Name of sponsoring entity: Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4); Is not a QI, WP, or WT; Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if the entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI). Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its a	Part	VI Certified Deemed-Compliant FFI with Only Low-Value Accounts
principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security partnership interest, commodity, notional principal contract, insurance contract or annuity contract; No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess o \$50,000 (as determined after applying applicable account aggregation rules); and Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year. Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle 1 Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle 2 Name of sponsoring entity: I certify that the entity identified in Part I: I san FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4); Is not a QI, WP, or WT; Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI). Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity I certify that the entity identified in Part I: Was in existence as of January 17, 2013; I securitied deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(e)(4)(i)(A), and I certify that the entity identifi	19	I certify that the FFI identified in Part I:
\$50,000 (as determined after applying applicable account aggregation rules); and Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year. Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle Name of sponsoring entity: 1 Certify that the entity identified in Part I:		• Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle Name of sponsoring entity: 1 certify that the entity identified in Part I: 1 s an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4); 1 Is not a QI, WP, or WT; Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if the entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI). Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity 22		• No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); and
Name of sponsoring entity: Certify that the entity identified in Part I:		• Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.
□ I certify that the entity identified in Part I: Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4); Is not a QI, WP, or WT; Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if the entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI). Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity I certify that the entity identified in Part I: Was in existence as of January 17, 2013; I ssued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and I secrified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)). Part IX Certain Investment Entities that Do Not Maintain Financial Accounts I certify that the entity identified in Part I: I certify that the entity identified in Part I: I certify that the entity identified in Part I: I certify that the entity identified in Part I: I certify that the entity identified in Part I: I certify that the entity identified in Part I: I certify that the entity identified in Part I: I certify that the entity identified in Part I: I certify that the entity identified in Part I: I certify that the entity identified in Part I:	Part	VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle
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 Is not a QI, WP, or WT; Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI). Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity 1 certify that the entity identified in Part I: Was in existence as of January 17, 2013; Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)). Part IX Certain Investment Entities that Do Not Maintain Financial Accounts 1 certify that the entity identified in Part I: Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and Does not maintain financial accounts. 	21	
 Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI). Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity 1 certify that the entity identified in Part I: Was in existence as of January 17, 2013; Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)). Part IX Certain Investment Entities that Do Not Maintain Financial Accounts 1 certify that the entity identified in Part I: Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and Does not maintain financial accounts. 		
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participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI). Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity 22		
22 ☐ I certify that the entity identified in Part I: • Was in existence as of January 17, 2013; • Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and • Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)). Part IX Certain Investment Entities that Do Not Maintain Financial Accounts □ I certify that the entity identified in Part I: • Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and • Does not maintain financial accounts.		• 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).
 Was in existence as of January 17, 2013; Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and list certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)). Part IX Certain Investment Entities that Do Not Maintain Financial Accounts I certify that the entity identified in Part I: Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and Does not maintain financial accounts. 	Part	VIII Certified Deemed-Compliant Limited Life Debt Investment Entity
 Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and I is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)). Part IX Certain Investment Entities that Do Not Maintain Financial Accounts I certify that the entity identified in Part I: Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and Does not maintain financial accounts. 	22	☐ I certify that the entity identified in Part I:
 Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)). Part IX Certain Investment Entities that Do Not Maintain Financial Accounts I certify that the entity identified in Part I: Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and Does not maintain financial accounts. 		• Was in existence as of January 17, 2013;
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 Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and Does not maintain financial accounts. 	Part	IX Certain Investment Entities that Do Not Maintain Financial Accounts
Does not maintain financial accounts.	23	☐ I certify that the entity identified in Part I:
		• Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and
Part X Owner-Documented FFI Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will		

treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; and
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Form W	-8BEN-E	(Rev. 10-2021)
Par	Χ	Owner-Documented FFI (continued)
Check	box 24h	o or 24c, whichever applies.
b	☐ I ce	ertify that the FFI identified in Part I:
	• Has p	provided, or will provide, an FFI owner reporting statement that contains:
		The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
	(ii)	The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); and
	(iii)	Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
		provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each personed in the FFI owner reporting statement.
С	fror rev and	ertify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, man independent accounting firm or legal representative with a location in the United States stating that the firm or representative has lewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), if that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.
Check	box 240	d if applicable (optional, see instructions).
d	□lce	ertify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified neficiaries.
Part		Restricted Distributor
25a		restricted distributors check here) I certify that the entity identified in Part I:
	•	ates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
	•	des investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
	• Is rec	juired to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-ant jurisdiction);
	•	ates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same of incorporation or organization as all members of its affiliated group, if any;
	• Does	not solicit customers outside its country of incorporation or organization;
		no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for st recent accounting year;
		a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million is revenue for its most recent accounting year on a combined or consolidated income statement; and
		not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S., or nonparticipating FFIs.
Check	box 25h	o or 25c, whichever applies.
		that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made 31, 2011, the entity identified in Part I:
b	res	s been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. ident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any excified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
С	pas res ide fun	currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, sive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a triction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures ntified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted d to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. sons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.
		Form W-8BEN-E (Rev. 10-2021)
		15.111 T 35E11 E (16v. 10-2021)

Form V	-8BEN-E	(Rev. 10-2021)				
Part	XII	Nonreporting IGA FFI				
26	☐ I ce	ertify that the entity identified in Part I:				
	• Meet	is the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and . The applicable IGA is a \square Model 1 IGA or a \square Model 2 IGA; and				
	is treat	ted as a under the provisions of the applicable IGA or Treasury regulations				
	(if app	licable, see instructions);				
	• If you	u are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor				
	The tru	ustee is: ☐ U.S. ☐ Foreign				
Part	XIII	Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue				
27	typ	ertify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a e engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or igations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).				
Part	XIV	International Organization				
		a or 28b, whichever applies.				
28a		ertify that the entity identified in Part I is an international organization described in section 7701(a)(18).				
b		ertify that the entity identified in Part I:				
_		mprised primarily of foreign governments;				
	• Is re	cognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities that has in effect a headquarters agreement with a foreign government;				
	• The I	penefit of the entity's income does not inure to any private person; and				
	• Is the	e beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, lial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as ted in Regulations section 1.1471-6(h)(2)).				
Pari	XV	Exempt Retirement Plans				
		a, b, c, d, e, or f, whichever applies.				
29a		ertify that the entity identified in Part I:				
		tablished in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);				
		erated principally to administer or provide pension or retirement benefits; and				
	• Is en	titled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) is ident of the other country which satisfies any applicable limitation on benefits requirement.				
b		ertify that the entity identified in Part I:				
	• Is o	 Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered; 				
		ingle beneficiary has a right to more than 5% of the FFI's assets;				
		ubject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the				
		y in which the fund is established or operated; and				
	(i)	Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;				
	(ii)	Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));				
	(iii	Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); or				
С	_ ` `	Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.				
·	 Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered; 					
	•	fewer than 50 participants;				
		onsored by one or more employers each of which is not an investment entity or passive NFFE;				
	• Emp	loyee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and in accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are by reference to earned income and compensation of the employee, respectively;				

Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; and
Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the

country in which the fund is established or operates.

Form W	-8BEN-E (Rev. 10-2021)
Part	XV Exempt Retirement Plans (continued)
d	I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other
	than the requirement that the plan be funded by a trust created or organized in the United States.
е	☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds
	described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
f	☐ I certify that the entity identified in Part I:
	• Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
	• Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.
Part	XVI Entity Wholly Owned by Exempt Beneficial Owners
30	I certify that the entity identified in Part I:
	• Is an FFI solely because it is an investment entity;
	• Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
	• Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
	• Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; and
	• Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.
Part 2	XVII Territory Financial Institution
31	I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under
	the laws of a possession of the United States.
Part 2	
32	☐ I certify that the entity identified in Part I:
	• Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
	• Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
	 Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.
Part	XIX Excepted Nonfinancial Start-Up Company
33	☐ I certify that the entity identified in Part I:
	• Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business)
	(date must be less than 24 months prior to date of payment);
	• Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
	• Is investing capital into assets with the intent to operate a business other than that of a financial institution; and
	• Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.
Part	
34	L certify that the entity identified in Part I:
	• Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on
	• During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
	• Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and
	• Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

		(Rev. 10-2021)
Part	XXI	501(c) Organization
35	□ 1 c	ertify that the entity identified in Part I is a 501(c) organization that:
	Has dated	been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is; or
		provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the is a foreign private foundation).
Part	XXII	Nonprofit Organization
36	П	ertify that the entity identified in Part I is a nonprofit organization that meets the following requirements.
	• The e	ntity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
	• The	entity is exempt from income tax in its country of residence;
	• The	entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
	to be charita	her the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's ble activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property the entity has purchased; and
	dissolution of a for	applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or ution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity or preign government, or another organization that is described in this part or escheats to the government of the entity's country of ince or any political subdivision thereof.
Part)	XXIII	Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation
Check	box 37	a or 37b, whichever applies.
37a		ertify that:
	• The	entity identified in Part I is a foreign corporation that is not a financial institution; and
		stock of such corporation is regularly traded on one or more established securities markets, includingone securities exchange upon which the stock is regularly traded).
b	□ 1 c	ertify that:
	• The	entity identified in Part I is a foreign corporation that is not a financial institution; entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an shed securities market;
	• The i	name of the entity, the stock of which is regularly traded on an established securities market, is ; and
	• The	name of the securities market on which the stock is regularly traded is
Part)	XXIV	Excepted Territory NFFE
38		ertify that:
30		entity identified in Part I is an entity that is organized in a possession of the United States;
		entity identified in Part I:
		Does not accept deposits in the ordinary course of a banking or similar business;
		Does not hold, as a substantial portion of its business, financial assets for the account of others; or
		Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; and
	• All of	the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.
Part	vvv	Active NFFE
39		ertify that:
39		entity identified in Part I is a foreign entity that is not a financial institution;
		than 50% of such entity's gross income for the preceding calendar year is passive income; and
		than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a
		ed average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).
Part 2	XXVI	Passive NFFE
40a	ро	ertify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a ssession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active FE, direct reporting NFFE, or sponsored direct reporting NFFE.
Check	box 40	b or 40c, whichever applies.
b		urther certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); or
С	□ I f	urther certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, ntrolling U.S. person) of the NFFE in Part XXIX.

Form W-8BEN-	E (Rev. 10-2021)			Page 8
Part XXVII	Excepted Inter-Affil	iate FFI		•
	certify that the entity identifie			
	member of an expanded affiliat			
		•	members of its expanded affiliated group);	
	• •	ments to any person other than to member	in which the entity is operating to pay for	ovnonces) with or receive
	•	gent other than a member of its expanded	, , , , ,	expenses) with or receive
	not agreed to report under Retion, including a member of its		erwise act as an agent for chapter 4 purpose	s on behalf of any financial
Part XXVII	Sponsored Direct R	eporting NFFE (see instructions t	for when this is permitted)	
	e of sponsoring entity:			
			is sponsored by the entity identified on line	e 42.
Part XXIX	Substantial U.S. Ow	ners of Passive NFFE		
substantial U.		m to an FFI treated as a reporting Model 1	.S. owner of the NFFE. Please see the inst 1 FFI or reporting Model 2 FFI, an NFFE ma	
	Name	Add	dress	TIN
Part XXX	Certification			
	s of perjury, I declare that I have a	examined the information on this form and to the	ne best of my knowledge and belief it is true, co	prrect, and complete. I further
	•	form is the beneficial owner of all the income or is form for purposes of section 6050W or 6050Y	proceeds to which this form relates, is using thi	s form to certify its status for
•	entity identified on line 1 of this for		•	
	, ,	•	e or business in the United States, (b) income e	•
conne	cted taxable income, or (d) the pa	artner's amount realized from the transfer of a pa	artnership interest subject to withholding under	
		hanges, the beneficial owner is an exempt foreig	•	
owner or any wi	ithholding agent that can disburs	d to any withholding agent that has control, red e or make payments of the income of which the days if any certification on this form become	·	tity on line 1 is the beneficial
_		gn for the entity identified on line 1 of thi		
Sign Here				
	Signature of individual	authorized to sign for beneficial owner	Print Name	Date (MM-DD-YYYY)

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024 **Item Title:** Board of Zoning Appeals Administration **Department:** Presented by: Mayor Shane McFarland **Requested Council Action:** Ordinance Resolution Motion XDirection Information

Summary

Appointment to the Board of Zoning Appeals.

Background Information

The Board of Zoning Appeals hears requests for variances from the Zoning and Sign Ordinances, requests for Special Use Permits as set forth in the Zoning Ordinance and appeals from the administrative decisions.

As established by M.C.C., Appendix A, §30 the Board consists of five members who serve three-year, staggered terms.

Council Priorities Served

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

Attachments

Memo from Mayor McFarland



. . . creating a better quality of life.

October 17, 2024

Members of City Council

RE: Recommended Appointment – Board of Zoning Appeals

As an item for the Council Agenda, I am recommending the following appointment to the Board of Zoning Appeals.

Mr. Robert Batcheller replacing the vacancy left by Julie R.P. King (term expires June 30, 2027)

Sincerely,

Shane McFarland

Shame Metalamel

Mayor

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

Item Title:	Tennis & Pickleball Commission					
Department:	Administration					
Presented by:	Mayor McFarland					
Requested Cou	ncil Action:					
	Ordinance					
	Resolution					
	Motion	\boxtimes				
	Direction					
	Information					

Summary

Appointment to the Tennis & Pickleball Commission.

Background Information

The Commission is to serve as an advisory body to the City Council, the City Manager, and other City staff with respect to the management, operation, and maintenance of, as well as the programming and events conducted at, the Adams Tennis Complex. As established by Ordinance 22-O-10, there are seven voting members appointed for three-year terms.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

October 17, 2024

Members of City Council

RE: Recommended Appointment - Tennis & Pickleball Commission

As an item for the City Council Workshop Agenda, I am recommending the following appointment to the Tennis & Pickleball Commission.

Mr. Greg Coley replacing the vacancy left by Dee Jernigan (term expires March 3, 2026)

Sincerely,

Shane McFarland

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Mayor

COUNCIL COMMUNICATION

Meeting Date: 10/17/2024

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
		3921			
	Maru Sushi &	Franklin Rd	On-		
Klover, Inc.	Grill	Ste F	Premises	Restaurant	New Location
Interrupting	The Velvet	112 S Maple	On-	Nightclub/	
Cow, LLC	Room	St	Premises	Bar	New Location
Los	Los	1668			Ownership
Churrascos	Churrascos	Memorial	On-		Change/ Name
Restaurant 2	Restaurant 2	Blvd	Promises	Restaurant	Change

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
The City Schools			
Foundation	11/09/2024	Fundraiser	925 Golf Lane
The City Schools			
Foundation	11/10/2024	Fundraiser	925 Golf Lane

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor Klover, Inc.
Name of Business Maru Sushi &

Name of BusinessMaru Sushi & GrillBusiness Location3921 Franklin Rd Ste F

Type of Business Restaurant
Type of Permit Applied For On-Premises

Type of Application:

New Location X
Ownership Change
Name Change
Permit Type Change

Corporation X
Partnership LLC
Sole Proprietor

5% or more Ownership

Name Mikyungn Bang

Age 45

Residency City/State

Race/Sex Asian/M

Background Check Findings

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

^{***}I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole ProprietorInterrupting Cow LLCName of BusinessThe Velvet RoomBusiness Location112 S Maple StType of BusinessNightclub/BarType of Permit Applied ForOn-Premises

Type of Application:

New Location X
Ownership Change
Name Change
Permit Type Change

Corporation
Partnership
LLC X
Sole Proprietor

5% or more Ownership

Name Crystal Creach

Age 39

Residency City/State Murfreesboro, TN

Race/Sex White/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.

Name Nathan Daniel Creach

Age 49

Residency City/State Murfreesboro, TN

Race/Sex White/M

Background Check Findings

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

^{***}I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor

Name of Business

Los Churrascos Restaurant 2

Los Churrascos Restaurant 2

Business Location 1668 Memorial Blvd

Type of Business Restaurant
Type of Permit Applied For On-Premises

Type of Application:

New Location
Ownership Change X
Name Change X
Permit Type Change

Corporation X
Partnership LLC
Sole Proprietor

5% or more Ownership

Name Gladys Estrada

Age 36

Residency City/State Murfreesboro, TN

Race/Sex Hispanic/F

Background Check Findings

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

^{***}I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Special Event Beer Application

Summary of information from the beer application:

Name of Non-Profit Organization Organization Address The City Schools Foundation 2552 South Church Street

Adams Tennis Complex

Event Location

 Event Date
 925 Golf Ln

 Event Time
 11/8/2024

 5:00 p.m. ur

Event Time5:00 p.m. until 9:00 p.m.Period for Beer to be Served5:00 p.m. until 8:00 p.m.Nature and Purpose of EventFundraiserApproximate Number of Persons Expected to Attend100

Event Location Adams Tennis Complex

Event Date925 Golf LnEvent Time11/9/2024Period for Beer to be Served9:00 a.m. until 6:00 p.m.Nature and Purpose of EventFundraiser

Approximate Number of Persons Expected to Attend 150

Special Event Permit Approved? Yes

Application Completed Properly? Yes

Internal Revenue Letter Provided?

Yes

No Items.