MURFREESBORO CITY COUNCIL Regular Meeting Agenda Council Chambers – 6:00 PM November 7, 2024

PRAYER

Mayor Shane McFarland

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

STARS Award: Miguel Morales and Stanley Dorelas Street Sign Presentation: Tommy Bragg Drive

Public Comment on Actionable Agenda Items

Consent Agenda

- 1. Parking Lot Lease Amendment with UPS 902 Industrial Drive (Administration)
- Housing Rehabilitation Change Order 2407 Aspen Ave. (Community Development)
- 3. Change Order #2 for Old Fort Park Tennis Court Renovations (Facilities)
- 4. MedImpact Healthcare Systemes, Inc. Amendment Agreement (Human Resources)
- 5. Mandatory Referral for Dedication of Temporary Construction Easement along North Thompson Lane (Planning)
- 6. Mandatory Referral for Dedication of an Electric Easement along Veterans Parkway (Planning)
- 7. Contract Extension with Nashville Communications, Inc. (Police)
- 8. Skate Park and Pump Track Final Change Order (Project Development)
- 9. Murfreesboro Transit Center Contingency Allowance Allocation (Project Development)
- 10. Asphalt Purchases Report (Water Resources)
- 11. WRRF Expansion-Hazen and Sawyer Task Orders 1-5 Amendment (Water Resources)
- 12. Robert Rose Administration Building Renovations Final Change Order (Project Development)
- 13. Temetra-Customer Information System Integration (Water Resources)
- 14. Cityworks-Customer Information System Integration (Water Resources)
- 15. Overall Creek Pump Station Change Order No. 3 (Water Resources)

Minutes

16. City Council Meeting Minutes October 3 & 17, 2024 and March 1 & 2, 2023 (Finance)

Old Business

Land Use Matters

- 17. Ordinance 24-O-32 Amending the "Food Truck Ordinance" (2nd & Final Reading) (Planning)
- 18. Ordinance 24-OZ-33 Zoning for property along Westridge Drive (2nd & Final Reading) (Planning)
- 19. Ordinance 24-OZ-34 Rezoning property along North Maple Street (2nd & Final Reading) (Planning)
- 20. Ordinance 24-OZ-35 Rezoning property along Willowoak Trail and Robert Rose Drive (2nd & Final Reading) (Planning)

New Business

Land Use Matters

- 21. Amending the PUD zoning for property along Robert Rose Drive (Planning)
 - a. Public Hearing: Zone 8.0 acres
 - b. First Reading: Ordinance 24-OZ-36
- 22. Rezoning property along New Salem Highway (Planning)
 - a. Public Hearing: Rezone 92.54 acres
 - b. First Reading: Ordinance 24-OZ-37
- 23. Rezoning property along Greenland Drive (Planning)
 - a. Public Hearing: Rezone 5.1 acres
 - b. First Reading: Ordinance 24-OZ-38
- 24. Rezoning property along Hazelwood Street (Planning)
 - a. Public Hearing: Rezone 6.15 acres
 - b. First Reading: Ordinance 24-OZ-39
- 25. Amending the Zoning Ordinance Retail Hybrid and Distribution Uses (Planning)
 - a. Public Hearing: Amending the Zoning Ordinance
 - b. First Reading: Ordinance 24-O-40
- 26. Sewer Allocation Variance- Old Fort Parkway Camino Real (Planning)

Resolution

- 27. Resolution 24-R-30 FY25 Budget Amendment #5 (Schools)
- 28. Resolution 24-R-31 Redesignation Point of Contact for JAG Grants (Finance)

On Motion

- 29. Subrecipient Agreement with Volunteer Behaviorial Health (Administration)
- 30. Cornerstone OnDemand, Inc. LMS Agreement (Human Resources)
- 31. NICE Software Upgrade from Motorola (Police)
- 32. Purchase of Police Vehicles from Columbia Dodge (Police)
- 33. Amendment to the Purchase Agreement with Lonnie Cobb Ford to Add Vehicle Equipment (Police)
- 34. Purchase of Verkada Security Cameras (Police)

- 35. LJA Task Order Asset Management Plan Preparation (Water Resources)
- 36. Hobas Pipe Sewer Rehabilitation Change Order No. 2 (Water Resources)
- 37. Revised Holidays Policy No. 1008 (Administration)
- 38. Personal Days Policy No. 1007 (Administration)
- 39. Amended City Attorney Employment Agreement (Mayor)
- 40. Master Services Agreement for Electronic Plan Review Software (Information Technology)

Board & Commission Appointments

41. Gateway Commission (Mayor)

Licensing

42. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

Meeting Date: 11/07/2024

Item Title:	Parking Lot	Lease Amendment	with UPS	902 Industrial Dr
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Department: Administration

Presented by: Sam A. Huddleston, Assistant City Manager

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider amending the current parking lot lease to extend the expiration date by 12 months.

Staff Recommendation

Approve the amended parking lot lease.

Background Information

UPS and the City entered a parking lot lease at 902 Industrial Dr in 2014. The property is owned by the City and a parking lot to support the UPS facility on Industrial Dr was constructed by UPS on the City parcel to support additional employment and activity at the UPS facility. The original term of the lease is 10 years, and the term expires November 30, 2024. The City does not have current or near future plans to use the parking lot and continuing the lease is beneficial to both UPS and the City. Because of the approaching expiration date UPS requested and City staff provided an amendment for a 12-month extension. A future 5-year term with a 5-year renewal option is currently contemplated and may be presented for future Council action.

Council Priorities Served

Responsible budgeting

The lease utilized property owned by the City to generate revenue and enhance employment and economic development in the City.

Fiscal Impact

The lease provides for \$1,000 per month payment to the City.

Attachment

Parking Lot Lease Amendment

AMENDMENT TO COMMERCIAL LAND LEASE

THIS AMENDMENT TO COMMERCIAL LAND LEASE (this "**Amendment**") dated this ____ day of November, 2024 (the "Effective Date") by and between the City of Murfreesboro, Tennessee (the "**Landlord**"), and **UNITED PARCEL SERVICE, INC.**, an Ohio corporation ("**Tenant**").

Recitals

- **A.** Landlord and Tenant entered into that certain Commercial Land Lease dated August 28, 2014, the "Original Lease" (collectively, as amended and extended, the "Lease") wherein Landlord leased to Tenant and Tenant leased from Landlord certain real property consisting of an approximately twenty-three thousand square foot (23,000 sf) parking lot located at located at 902 Industrial Drive, Murfreesboro, Tennessee (the "**Premises**") as such property is further described in the Lease.
 - **B.** The current term of the Lease currently expires November 30, 2024.
- C. Landlord and Tenant desire to extend the Term of the Lease for an additional twelve- month period pursuant to the terms set forth in this Amendment.

Agreement

- **NOW, THEREFORE,** in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and/or sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:
 - **1. Recitals.** The hereinabove recitals are true and correct.
- **2. <u>Definitions.</u>** Unless defined otherwise in this Amendment, all capitalized terms used in this Amendment shall have the same meaning and definition as given them in the Lease.
- 3. <u>Term.</u> The Term of the Lease is hereby extended and shall continue through and including November 30, 2025, subject to the "Termination Right" as herein defined. Each party shall have the right to terminate this Lease prior to November 30, 2025, by giving no less than sixty (60) days prior written notice ("Termination Notice") to the other party (the "Termination Right"). Such Termination Notice shall set forth the termination date of the Lease which Termination Notice must be delivered to the other party no later than sixty (60) days prior to the termination date set forth in the Termination Notice. Time is of the essence.
- **4. Rent.** For the period commencing December 1, 2024 through and including November 30, 2025, Tenant shall pay Rent to Landlord in the amount of one thousand dollars per month (\$1,000/mo) subject to early termination pursuant to the terms of the Lease as amendment.
- 5. <u>Notices</u>. Section 20 of the Original Lease entitled "Notice" is hereby deleted in its entirety and replaced with the following: "Notice: "All notices and demands of any kind ("Notice" or "notice") which either party may be required or may desire to give the other party pursuant to this Lease shall be in writing and shall be served by personal delivery, registered or certified mail return receipt requested and postage prepaid, or by UPS NEXT DAY AIR®. Any Notice shall be deemed to have been made upon personal service, or upon the deposit with the United States Mail

or United Parcel Service, with postage or airbill thereon fully prepaid and in each case properly addressed to the party to be served at the address set forth below:

If to Landlord: City of Murfreesboro

Attn: City Manager 111 W. Vine Street

Murfreesboro, TN 37130

With a copy to: City of Murfreesboro

Attn: City Attorney 111 W. Vine Street

Murfreesboro, TN 37130

If to Tenant: United Parcel Service, Inc.

c/o UPS Real Estate Department

55 Glenlake Parkway, NE Atlanta, GA 30328 Attn: Tom Healey

With a copy to: United Parcel Service, Inc.

c/o UPS Real Estate Department 55 Glenlake Parkway, NE

Atlanta, GA 30328

Attn: Real Estate Contract Administration

or personally delivered. Notices shall be deemed received upon the earlier of (a) the date of delivery if personally delivered or delivered via UPS Next Day Air® delivery, or (b) if mailed, upon the date of receipt as disclosed on the return receipt. Notice of change of address shall be given by written notice in the manner detailed in this Section 5. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent."

- **Authority**. Landlord and Tenant each represent and warrant to the other this Amendment is valid, binding and legally enforceable in accordance with its terms. This Amendment shall be binding upon the executors, administrators, heirs, successors and assigns of the parties hereto, to the extent permitted under the Lease. Each party hereby represents and warrants to the other that (i) it has been and is qualified to do business in the state in which the Premises is located, (ii) it has the full right and authority to enter into this Amendment and has obtained any and all consents or approvals necessary or required for it to do so, and (iii) all persons signing this Amendment on its behalf are authorized to do so by appropriate actions, and are so authorized to bind such party to the terms and conditions hereof.
- 7. <u>Lease in Full Force and Effect</u>. Except as expressly amended and modified hereby, the Lease shall otherwise remain unmodified and in full force and effect and is incorporated and restated herein as if fully set forth at length and the parties hereto hereby ratifying and confirm the Lease. Insofar as the specific terms and provisions of this Amendment purport to amend or are in conflict with the specific terms, provisions and exhibits of the Lease, the terms and provisions of this Amendment shall govern and control. All references to the Lease shall include the Lease as the Lease was extended and amended.

Entire Agreement; Counterparts; Electronic signatures. This Amendment. together with the Lease, is the complete understanding between the parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any inconsistency between the Lease and this Amendment, the terms of this Amendment shall govern and control. This Amendment may be executed in any number of counterparts each of which together shall constitute an original. A signed counterpart of this Lease transmitted by facsimile or electronically by DocuSign or as a pdf, jpeg, TIF, or TIFF attachment to an e-mail transmission shall have the same force and effect as an original counterpart thereof signed and delivered by, or on behalf of, such party. Execution copies of this Amendment may be delivered by email, and the parties hereto agree to accept and be bound by scanned signatures transmitted via email hereto, which signatures shall be considered as original signatures with the transmitted Amendment having the binding effect as an original signature on an original document. Landlord and Tenant intend to be bound by the signatures on the PDF electronic transmission, are aware that the other party will rely on such signatures, and hereby waive any and all defenses to the enforcement of the terms of this Amendment based on the form of signature. Neither party may raise the use of a scanned document or the fact that any signature was transmitted through the use of email as a defense to the enforcement of this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

LANDLORD:

CITY OF MURFREESBORO

By:	
Name:	
Title:	
Date:	, 2024

Approved as to form:

	Signed by:
By:	Adam 7 Tucker
•	Adam F. Tucker, City Attorney

TENANT UNITED PARCEL SERVICE, INC.,

an Ohio corporation

	Docusigned by.
By:	Stephen M. Slifer
By: Its:	Stephen M. Slifer Vice President
Date:	, 2024
1	0/29/2024 2:15 PM PDT

Meeting Date: 11/07/2024

Item Title: Housing Rehabilitation – 2407 Aspen Ave.

Department: Community Development

Presented by: Robert Holtz, Director of Community Development

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider additional rehabilitation assistance through the Community Development Housing Rehabilitation program.

Staff Recommendation

Approve the additional expenditures for the rehabilitation activity.

Background Information

A residence at 2407 Aspen Ave. was under rehabilitation to replace the shingles when we discovered 5 pieces of roof sheathing that was water damaged. The contractor, Ragan Construction Company Inc d.b.a. Southern Roofing Company, replaced the damaged decking for a cost of \$400.

Council Priorities Served

Responsible budgeting.

Utilizing CDBG funds assists the City in addressing housing deficiencies in the communities housing stock and maintain funds for other budgetary requirements.

Fiscal Impact

The expense, \$400, is fully funded by Community Development Block Grant.

Attachment

Change Order #1 for rehabilitation work.

CHANGE ORDER #1 TO CONTRACT FOR REHABILITATION – CDBG FOR MURFREESBORO COMMUNITY DEVELOPMENT DEPARTMENT

This **Change Order #1** for Contract for Rehabilitation – CDBG for the City of Murfreesboro, acting through its Community Development Department, dated September 6, 2024 ("Contract") is effective as of the date of the last party to sign below, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, as Grantee; Sub Kruerattanakul ("Owner"); and Ragan Construction Company, Inc. d.b.a. Southern Roofing Company ("Contractor").

WHEREAS, Owner and Contractor, with City's approval, entered into the Contract for certain rehabilitation services at 2407 Aspen Avenue, Murfreesboro, TN;

WHEREAS, pursuant to Section VIII and Exhibit B of the Contract, said Contract may be modified by written change order executed by all parties and approval by the City Council; and

WHEREAS, upon removing the roof at 2407 Aspen Avenue, the Contractor identified five pieced of rotted and compromised pieces of OSB; and

WHEREAS, the parties desire to amend the Contract to include the replacement of the rotted and compromised ODB;

NOW, THEREFORE, Owner and Contractor hereby amend the Contract as follows:

1. The parties agree to include the additional scope of work as follows:

ITEM	COST
Original Project Cost	\$34,911.00
Five Replacement Pieces of OSB (5@ \$80.00)	\$400.00
New Project Cost	\$35,311.00

2. All other terms of the Contract, including automatic extensions thereof, remain in full force and effect and are otherwise unchanged by this Change Order #1.

Signed by:			
Paul A. Stigamier	10/29/2024	Sul	/ Court outos
Paul A. Stigamier,		Sub K	ruerattanakul, Owner
Ragain Construction Company	v d.b.a Southern		
Roofing Company, Contractor		Date:	Oct 18,24
APPROVED BY CITY:		Date:	
Name: Shane McFarland			
Title: Mayor			
APPROVED AS TO FORM: Adam 7 Tucker 4382035F51F9401		Date:	10/29/2024
Name: Adam F. Tucker			
Title: City Attorney			

Meeting Date: 11/07/2024

Item Title: Change Order #2 for Old Fort Park Tennis Court Renovations Department: Facilities Brad Hennessee, Facilities Manager Presented by: Requested Council Action:

Ordinance

> Resolution Motion \boxtimes Direction Information

Summary

Consider Change Order #2 for the revised storm sewer of the Old Fort Park Tennis Court Renovations.

Staff Recommendation

Approve Change Order #2 with Steelhead Building Group, LLC.

Background Information

The Old Fort Park Tennis Court Renovation project consists of replacing the original eight tennis courts with six tennis courts, six pickle ball courts, and amenities. This Change Order is to provide all labor and materials to raise storm drainage outlets to meet existing conditions and is pending legal review.

Steelhead's contract was originally for \$1,252,499. The Contract Sum will be increased by this Change Order in the amount of \$761.44. A detailed list of the amounts is included in the Change Order #2 attachment. Current project costs are \$1,253,260.

Council Priorities Served

Establish Strong City Brand

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

Fiscal Impact

The Change Order, a net increase of \$761, is funded by the American Rescue Plan Act (ARPA).

Attachments

Change Order #2 for Old Fort Park Tennis Court Renovations



Summary of Contrast Cost Changes for Change Order 02

Prepared By: Steelhead Building Group

Date:

09/11/24

COST CODE DESCRIPTION		1		MATERIAL		LABOR		OTHER		
	QNTY	UNIT	UNIT	MATERIAL TOTAL	UNIT	LABOR TOTAL	COST	OTHER TOTAL	SUB FOTAL	
		+	-		-	-				
33-4100	Contractor: Superintendent Labor	8 00	LS	0.00	0.00	59 75	478.00	is		\$478.00
33-4100 Contractor: Additional Piping Material		5 00	LS	77 97	155.94	0.00	0.00	ıs		\$15594
		0.00	LS	0.00	0.03	0.00	0.00	ıs		\$0.00
		0 00	LS	0 00	0.00	0.00	0.00	LS		\$0:00
		0 00	ıs	0 00	0.00	0 00	0.00	Ľ		\$6.00
		Ð GO	ĽS	n so	0.00		0.00	LS		\$0.00
		6.06	LS	0 00	0.00	9 03	0.00	LS		\$0.00
		0.00	LS	0.00	0.60	0 00	0.90	ıs		\$0.00
		0 00	ĽS	6.00	0.00	0.00	0.68	ıs		\$0.00
	Sales Tax	Lot		_	15.20			1		\$15.20

SUBTOTAL \$649.14
OH on Own Work \$597.37
OH on Subcontractors Work \$0.00
Bond Fee \$14.93
TOTAL \$751.44

Change Order

PROJECT: Tennis Court Renovations for old Fort Park CONTRACT INFORMATION:

921 Golf Lane

Murfreesboro, TN 37129

OWNER: City of Murfreesboro, Tennessee

111 West Vine Street Murfreesboro, TN 37130

Contract For: \$1,244,433.00 Date: 04/23/2024

ARCHITECT: Wold Architects and Engineers 214 Centerview Drive Suite 300

Brentwood, TN 37027

CHANGE ORDER INFORMATION:

Change Order Number:02

Date: 10/30/2024

CONTRACTOR: Sceelhead Building Group, LLC

105 Westpark Drive, Suite 108

Brentwood, TN 37027

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide all labor and materials to raise storm drainage inlets to meet existing conditions

The original Contract Sum was	\$ <u>1,244,403.00</u>
The net change by previously authorized Change Orders	\$ <u>8,095.16</u>
The Contract Sum prior to this Change Order was	\$ 1.252,498.16
The Contract Sum will be increased by this Change Order in the amount of	\$
The new Contract Sum, including this Change Order, will be	\$ <u>1,253,259.60</u>
The Contract Time will be (increased) (decreased) (unchanged) by	(0) days.
The new date of Substantial Completion will be	11/16/2024

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

NOT VALID UNITL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Steelhead Building Group, LLC	
CONTRACTOR (Firm name)	OWNER (Firm name)
Munit	
SIGNATURE	SIGNATURE
JAMES POLLARD PRILAPAL	V
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10/30/24	
DATE ^f	DATE
	SIGNATURE SAMES POLLARD PRINTED NAME AND TITLE

Meeting Date: 11/07/2024

 Item Title:
 MedImpact Healthcare Systems, Inc. Amendment Agreement

 Department:
 Human Resources

 Presented by:
 Randolph Wilkerson, Director of Human Resources

 Requested Council Action:
 Ordinance □

 Resolution □
 Motion □

 Direction □
 Direction □

Summary

Consider an amendment to the agreement with our Pharmacy Benefit Manager (PBM) due to a name change.

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Information

Staff Recommendation

Approve the Pharmacy Benefit Manager services agreement amendment, reflecting the name change from Elixir Rx Solutions, LLC to MedImpact Healthcare Systems, Inc.

Background Information

MedImpact Healthcare Systems, Inc. acquired Elixir Rx Solutions, LLC and was renamed MedImpact Healthcare Systems, Inc. As the City's PBM, MedImpact Healthcare Systems, Inc. manages the pharmacy network and negotiates rebates and discounts with drug manufacturers on behalf of the City. This amendment is administrative, with no additional costs incurred.

Council Priorities Served

Responsible budgeting

Utilizing a PBM ensures that the City's self-funded insurance program effectively manages prescription costs, securing rebates, and discounts that protect the fund balance.

Fiscal Impact

There is no financial impact associated with this amendment.

Attachment

Amendment to MedImpact Healthcare Systems, Inc. agreement



AMENDMENT NO. 4

to the

PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT

between

CITY OF MURFREESBORO

and

MEDIMPACT HEALTHCARE SYSTEMS, INC.

MedImpact Healthcare Systems, Inc. 10181 Scripps Gateway Court San Diego, CA 92131 (858) 566-2727 This Amendment No. 4 (this "Amendment") is entered into and effective February 1, 2024, by and between MedImpact Healthcare Systems, Inc., a California corporation located at 10181 Scripps Gateway Court, San Diego, CA 92131, ("MedImpact") the successor entity to Elixir Rx Solutions, LLC a wholly owned affiliate of Rite Aid Corporation, and the City of Murfreesboro (hereinafter "Plan Sponsor"), a Tennessee municipality located at 111 West Vine Street, Murfreesboro, TN 37133.

WHEREAS, Elixir Rx Solutions, LLC entered into a Pharmacy Benefit Management Services Agreement with ("Plan Sponsor") effective January 1, 2015 ("Agreement");

WHEREAS, effective February 1, 2024, the Agreement was acquired by and assigned to MedImpact Healthcare Systems, Inc. pursuant to proceedings in the U.S. Bankruptcy Court, District of New Jersey, Case No. 23-18993 (the "Assignment");

WHEREAS, in accordance with the above Assignment, all references to Elixir Rx Solutions, LLC in the Agreement and any amendment thereto shall be replaced with MedImpact Healthcare Solutions, Inc.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, Client/Plan Sponsor and MedImpact hereby agree as follows:

The above Recitals are hereby incorporated by reference into this Agreement.

- 1. Section 1.20 of the Agreement shall be deleted in its entirety and replaced with the following:
- 1.20 "Mail Order Pharmacy" means a licensed pharmacy authorized to provide mail order pharmacy services.
 - 2. Section 1.30 of the Agreement shall be deleted in its entirety and replaced with the following:
- 1.30 "Specialty Pharmacy" means a licensed pharmacy that dispenses Specialty Drugs and ancillary supplies.
- **3.** Effective **January 1, 2024**, Section 3.2.2 of the Agreement shall be deleted in its entirety and replaced with the following:
 - Manufacturer Derived Revenue Payment Timing: Manufacturer Derived Revenue shall be advanced to Plan Sponsor as follows: MedImpact shall provide Plan Sponsor with a quarterly credit memo reflecting the total guaranteed Manufacturer Derived Revenue earned by Plan Sponsor during the previous three (3) months within ninety (90) days of quarter close. Plan Sponsor shall use the credit memo to reduce its payment due to MedImpact for the subsequent Claims invoice(s). If a pharmaceutical manufacturer disputes the eligibility of any claim for payment of Manufacturer Derived Revenue, and MedImpact has already paid Plan Sponsor for such claim, MedImpact may recoup that amount from Plan Sponsor's next credit memo. Any Manufacturer Derived Revenue earned (including market share rebates) not credited to Claims shall be paid to Plan Sponsor when collected by MedImpact 270 days after each calendar year end.
 - **4.** The following shall be added to Section 3, "Pricing and Pass-Through Methodology":
- 3.2.4 <u>Manufacturer Derived Revenue Guarantee Reconciliation</u>: Plan Sponsor acknowledges that the annual average Manufacturer Derived Revenue guaranteed amounts specified in this Exhibit 1 are conditioned upon Plan Sponsor's adherence to certain conditions under this Agreement. Manufacturer

Derived Revenue guarantees are stated as annual average amounts per Contract Year. Guarantees require Plan Sponsor to maintain a Benefit Plan that has a tier structure with a minimum \$20 differential in Cost Share between preferred Brand Drugs and non-preferred Brand Drugs. Guarantees are contingent upon Plan Sponsor employing a Plan Sponsor-funded Benefit Plan design in which, in general, Plan Sponsor funds a minimum of fifty percent (50%) of the cost of the Covered Drug. 'Guarantees require Plan Sponsor to utilize current MedImpact National EX or Select EX Formulary.

- (a) If the Manufacturer Derived Revenue advanced to Plan Sponsor for the Contract Year is, overall, lower than the overall Manufacturer Derived Revenue earned by Plan Sponsor for the Contract Year, MedImpact shall pay the difference to Plan Sponsor, after application of any additional offset allowed under this Agreement.
- (b) If the Manufacturer Derived Revenue earned by Plan Sponsor for the Contract Year is, overall, lower than the annual average Manufacturer Derived Revenue guaranteed amounts specified above, in the aggregate, MedImpact shall pay the difference to Plan Sponsor, after application of any additional offset allowed under this Agreement.
- (c) MedImpact shall pay Plan Sponsor the Guaranteed Minimum Manufacturer Derived Revenue set forth in this Agreement for each eligible Claim submitted to MedImpact reduced by the aggregate difference between the Established Manufacturer Derived Revenue plus an Inflationary Factor, and the New Manufacturer Derived Revenue, for the Impacted Drugs affected by the American Rescue Plan Act of 2021.
 - Manufacturer Derived Revenue Credit for Impacted Drugs = (Established Manufacturer Derived Revenue + Inflationary Factor) – New Manufacturer Derived Revenue.
 - "Established Manufacturer Derived Revenue" is defined as the Manufacturer Derived Revenue for an impacted drug preceding the change in price of such drug.
 - "Inflationary Factor" is defined as the weighted average year-over-year percentage WAC price increase of the applicable product category for the impacted drug.
 - "New Manufacturer Derived Revenue" is defined as the Manufacturer Derived Revenue for an Impacted Drug following the change in price of such drug.
 - "Impacted Drug" is defined as Brand Product that has previously earned a Manufacturer Derived Revenue and has been subject to a WAC and/or rebate reduction between the Established Manufacturer Derived Revenue and the New Manufacturer Derived Revenue.
 - **5.** The following shall be added to Section 5, "Terms of Payment":
 - 5.10 <u>Not Plan Assets.</u> Plan Sponsor acknowledges and agrees that Plan Sponsor, Benefit Plans, and Eligible Members do not have a property interest in any amounts paid to and/or retained by MedImpact under or in connection with this Agreement and no such amounts are assets of the Plan Sponsor, Benefit Plans, and/or Eligible Members.
- **6.** Section 8.3 of the Agreement shall be deleted in its entirety and replaced with the following:
 - 8.3 <u>Limitation of Liability</u>: Except in the case of fraud, the rights of the parties hereto for indemnification relating to this Agreement or the transactions contemplated hereby shall be strictly limited to those contained in this Section 8, and such indemnification rights shall be the exclusive remedies of the parties with respect to any matter arising under or in connection with this Agreement. Notwithstanding the indemnification obligations set forth above (i) each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this

Agreement; and (ii) in no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence. IN NO EVENT SHALL EITHER PARTY OR ANY AFFILIATE OF EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT OR BREACH HEREOF, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

- 7. Section 10.9 of the Agreement shall be deleted in its entirety and replaced with the following: 10.9 Change in Law or Practice. If any law, regulation, drug industry change or market condition (e.g. an applicable industry standard reference on which pricing hereunder is based, changes the methodology for determining drug price in a way that materially changes the pricing or economics of this Agreement), either now existing or subsequently occurring, affects the ability of either party hereto to carry out any obligation hereunder (a "Material Change"), MedImpact and Plan Sponsor shall renegotiate the affected terms of this Agreement, in good faith, to preserve, to the extent possible, the relative positions of the parties that existed prior to such Material Change. Either party may notify the other party of a Material Change. If a successful renegotiation is not achieved within thirty (30) days after notification of a Material Change, any failure of the affected party to meet its obligations hereunder due to the effect of such Material Change shall not be deemed to be a breach of this Agreement; however, if continuation of this Agreement without modification is in violation of any law or regulation, or makes it impracticable for the affected party to meet its obligations hereunder, either party may terminate this Agreement with sixty (60) days prior written notice.
 - **8.** Section 10.15 of the Agreement shall be deleted in its entirety and replaced with the following:
- 10.15 Force Majeure: Except for payment obligations set forth in this Agreement, the obligations of the parties hereunder shall be suspended to the extent that all or part of this Agreement cannot be performed due to causes which are outside the reasonable control of a party and could not be avoided by the exercise of due care, including but not limited to acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive or terrorist activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, freight embargoes, failures or fluctuations in electrical power or telecommunications equipment, epidemics, pandemics or outbreak of communicable disease (whether arising from known or unknown pathogens), government imposed quarantines, national or regional declared state of emergencies, or by any enforceable Law, regulation, or order. As soon as the force majeure conditions cease, the parties shall resume their respective obligations as set forth under this Agreement.
- **9**. The following shall be added under Section 10, "General".
 - 10.20 <u>Mediation</u>. Except for payment obligations under Section 5 Terms of Payment, in the event a dispute arises between the parties related to controversies, or claims and or counterclaims (including without limitation tort claims, requests for provisional remedies or other interim relief) arising out of, in connection with, or relating to this Agreement, or breach thereof, that cannot be settled through negotiation by the parties, the parties agree to participate in mediation in accordance with the JAMS Mediation rules. The parties agree to share equally in the costs of the mediation.

10. <u>Notices to MedImpact.</u> Notices "If To Elixir" set forth in the Agreement shall be deleted in its entirety and replaced with the following:

To MedImpact: Attn: C.E.O.

MedImpact Healthcare Systems, Inc. 10181 Scripps Gateway Court

San Diego, CA 92131

With a copy to: Senior VP, Corporate Services and General Counsel at

the same address

- 11 <u>Headings</u>. The headings of Sections contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.
- 12 Entire Agreement. Except as modified by this Amendment and to the extent not inconsistent therewith, all terms and conditions of the Agreement shall remain in full force and effect. This Amendment, the Agreement, and all exhibits, work orders, schedules, appendices, amendments and addenda thereto constitute the entire agreement of the parties with respect to the subject matter contained therein and supersedes any and all prior agreements between the parties, whether oral or written, concerning the subject matter contained herein.
- 13 <u>Electronic Signatures</u>. This Amendment may be executed and delivered via email or other electronic means, including by DocuSign, and upon such delivery the electronic signature(s) will be deemed to have the same effect as if the original signature had been delivered to the other party.

[SIGNATURE PAGE FOLLOWS]

MEDIMPACT HEALTHCARE SYSTEMS, INC.	CITY OF MURFREESBORO
Signed by: Lisa Varrato B¥6F9EFB6A6F7047B	BY
Lisa Varrato Chief Client Experience Officer	NAME
October 16, 2024	TITLE
DATE	DATE
	APPROVED AS TO FORM:
	Adam 7 Tucker Adam F. Tucker, City Attorney

Meeting Date: 11/07/2024

Item Title: Mandatory Referral for Dedication of Temporary Construction

Easement along North Thompson Lane

Department: Planning

Presented by: Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider request to allow dedication of a temporary construction easement on Cityowned property located along North Thompson Lane.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its October 30, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of a temporary construction easement for the Tennessee Department of Transportation (TDOT) on property that the City owns along North Thompson Lane. The property in question is currently developed with the Thompson Lane greenway trailhead. TDOT needs the proposed easement for the proposed Thompson Lane roadway improvements.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist TDOT in constructing the needed widening of Thompson Lane.

Attachments:

- 1. Planning Commission staff comments from 10/30/2024 meeting
- 2. Exhibits of the proposed easement



TO:

Chair Jones and Members of the Planning Commission

CY:

Chris Griffith, Joe Ehleben

FROM:

David A. Ives

DATE:

September 30, 2024

RE:

Temporary Construction Easement to TDOT

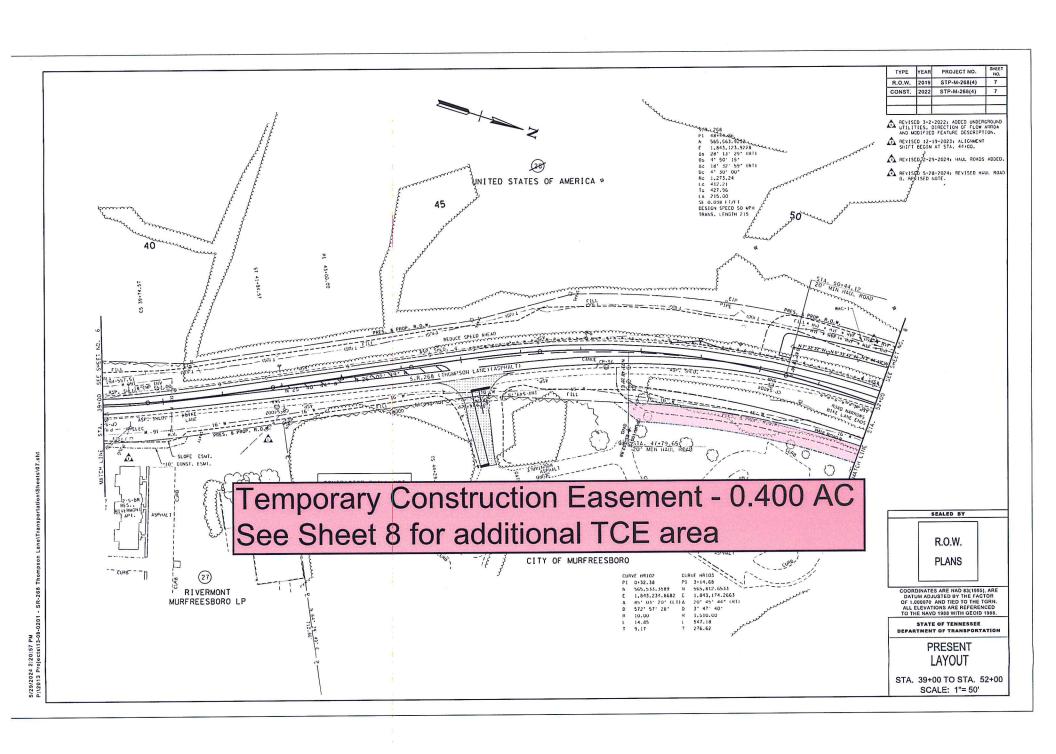
CONSENT AGENDA MANDATORY REFERRAL

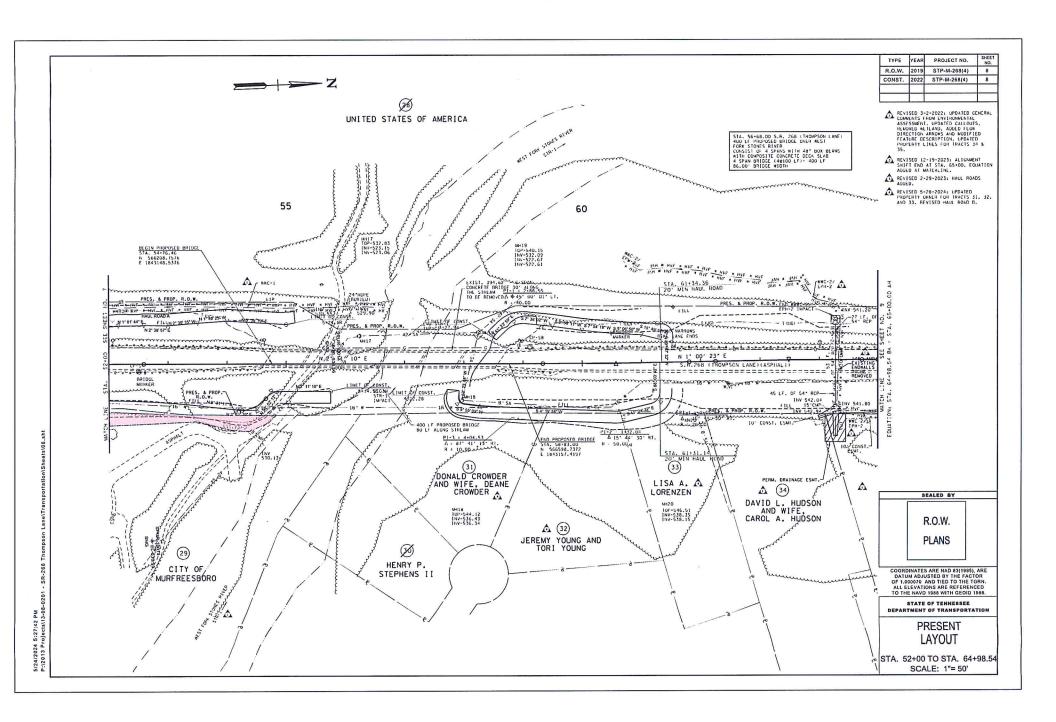
TDOT has need for a Temporary Construction Easement across a portion of the City's Thompson Lane Trailhead in connection with the upcoming reconstruction of North Thompson Lane.

A drawing showing the proposed TCE is attached.

Staff requests that Planning Commission recommend to City Council granting this TCE to TDOT.

I will be happy to answer any questions.





Meeting Date: 11/07/2024

Item Title: Mandatory Referral for Dedication of an Electric Easement along

Veterans Parkway

Department: Planning

Presented by: Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider request to allow dedication of an electric easement on City-owned property located along the east side of Veterans Parkway.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its October 30, 2024 regular meeting.

Background Information

In this mandatory referral, Council is being asked to consider the approval of the dedication of an electric easement for Middle Tennessee Electric (MTE) on property that the City owns along the east side of Veterans Parkway. The property in question is intended to be developed with the proposed Veterans Park. The proposed easement will accommodate electric infrastructure to serve this growing area of Murfreesboro.

Council Priorities Served

Expand Infrastructure

The proposed easement dedication will assist MTE in meeting the demands for electric service in a rapidly growing part of the City.

Attachments:

- 1. Planning Commission staff comments from 10/30/2024 meeting
- 2. Exhibits of the proposed easement
- 3. Draft easement document

MURFREESBORO PLANNING COMMISSION

STAFF COMMENTS, PAGE 1

OCTOBER 30, 2024

PROJECT PLANNER: SLOANE LEWIS

6. b. Mandatory Referral [2024-723] to consider the dedication of an electric easement on City-owned property located along Veterans Parkway, Middle Tennessee Electric applicant.



In this mandatory referral, the Planning Commission is being asked to consider the dedication of an electric easement for Middle Tennessee Electric (MTE) on property that the City owns on Veterans Parkway for a proposed electrical infrastructure upgrade from Highway 96 to Blackman Road. According to MTE, the purpose of this upgrade is to keep up with the heavy growth and electrical demand in the area. This electrical easement will serve the City-owned property designated for the Veterans Park development. An exhibit depicting the location of the proposed power line and easement is included in the agenda materials. Staff recommends that the Planning Commission recommend approval of this request to the City Council subject to the following conditions:

- If approved by City Council, Middle Tennessee Electric 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 instruments to formally
 dedicate the proposed easement in question. The legal instruments will be subject
 to final review and approval of the Legal Department.
- 2. Middle Tennessee Electric will also be responsible for recording these instruments, including payment of the recording fee.



City of Murfreesboro Mandatory Referral Application

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

	Mandatory Referral Fees:			
Mandatory Referral, INCLUDING abandonment of right-of-way				
roperty Information:				
Tax Map/Group/Parcel: 093/003.00	Address (if applicable): 4908			
Street Name (if abandonment of ROW):				
Type of Mandatory Referral: Right of	Way easement needed			
Applicant Information: Name of Applicant: Mathue Bean				
Company Name (if applicable): Middle Te	nneessee Electric Membership Corporation			
Street Address or PO Box: 555 New Sale	em Hwy			
City: Murfreesboro				
State: TN Zip Code: 37129				



555 New Salem Highway Murfreesboro, TN 37129

1.877.777.9020 mte.com

September 20, 2024

RE: City of Murfreesboro Property located at 4908 Veterans Pkwy Map 93 Parcel 003.00

To whom it may concern,

Middle Tennessee Electric is currently obtaining easements to build a double-circuit 795 AAC line on Veterans Pkwy from Hwy 96 to all the way to Blackman Rd to keep up with the heavy growth and electrical demand in the area. In doing this upgrade it will affect a parcel owned by the City of Murfreesboro.

We will be building a 795 AAC single circuit line across a section of the road frontage on this piece of property. This will also provide capacity and multiple options to serve the City of Murfreesboro in future. Please see attached maps showing the scope of work for this project.

Please reach out if you would like to discuss further or have any questions.

Sincerely,

Mathue Bean

Mathue Bean Corporate Development Engineer

Right-of-Way

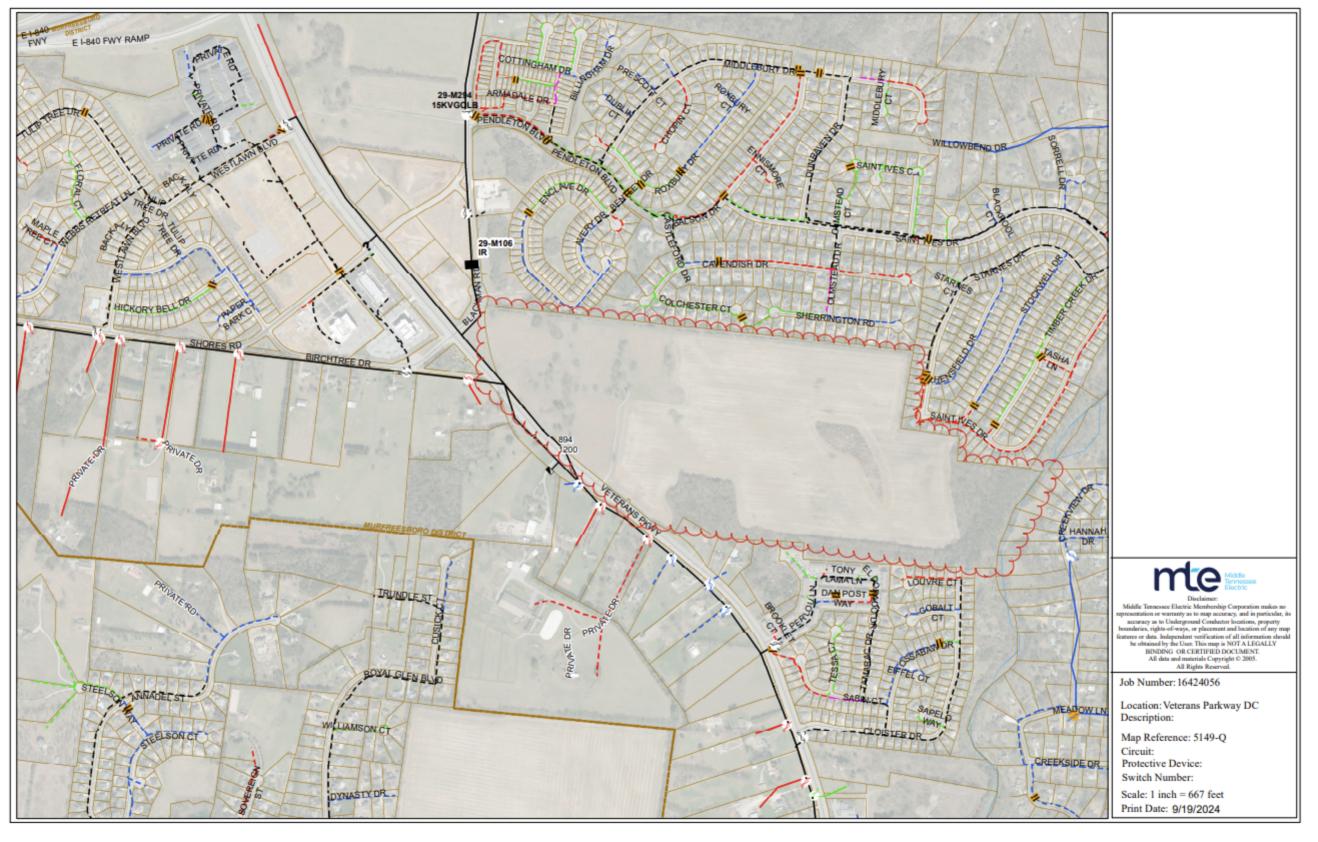
x

Easement

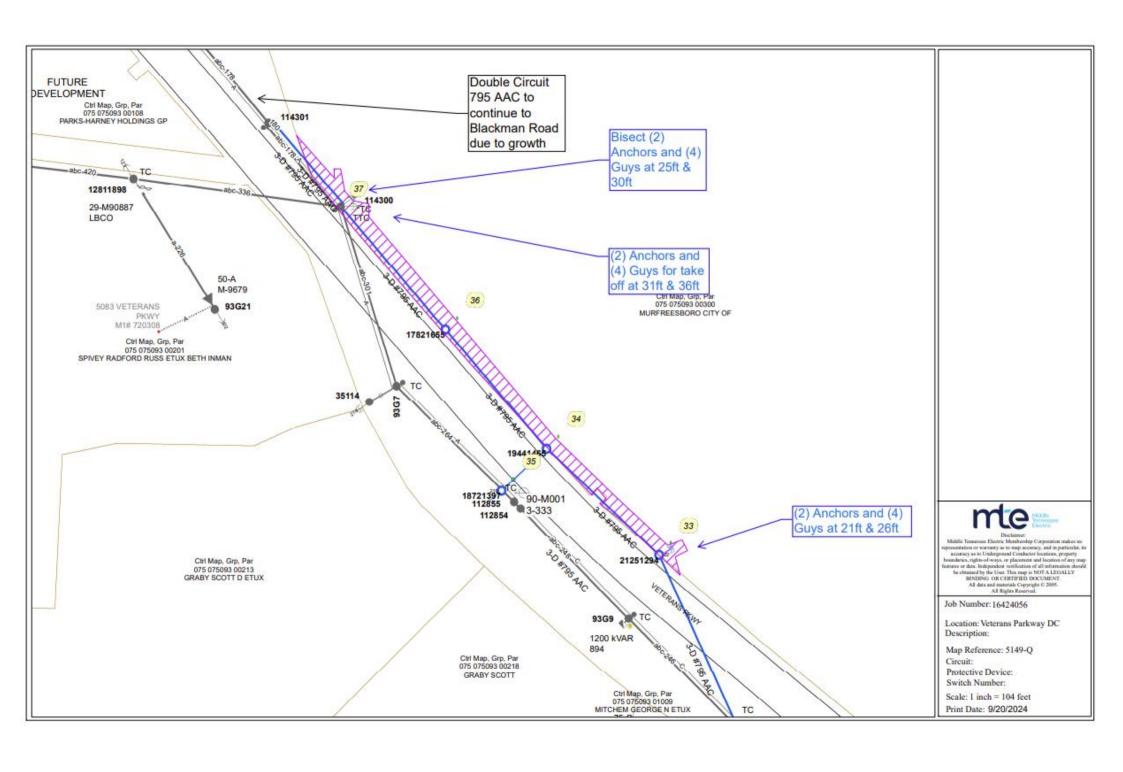
This instrument prepared by: MTE
555 New Salem Highway, Murfreesboro, TN 37129
CMB __Employee Initials



Service Location # N/A	Meter Set SO #	N/A	WO#	16424056	
Grantor: City of Murfreesboro		And/by			
# 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Dmarried	■business e	untitu		
OR GOOD AND VALUABLE CONSIDERATION, the receipt a nereby grant unto Middle Tennessee Electric Memb iffiliates, successors or assigns, a perpetual easement (the wenty feet (20') from the centerline (total of 40') for an eet (10') from the centerline (total of 20') for any undergr	nd sufficiency of ership Corporat "Easement") th ny overhead tran	which are hereb tion, a Tenness lat, except as ma esmission and/or	y acknowledged, the Gr ee not-for-profit corp ny be otherwise indicate distribution line or sy	poration ("Grantee" o ed on <u>Exhibit 1, if atta</u> stem, including ancho	or "MTE"), its <u>ched</u> , shall be
install, construct, reconstruct, rephase, operate and make such repairs, changes, alterations, in from time to time deem advisable, including, by way conduits, wires, cables, poles, guy wire and anchors, he cut, trim and control the growth by chemical means, a interfere with or threaten to endanger the operation a prohibit, prevent and restrict the planting and/or main those trees that appear on MTE's approved standard determines said trees, shrubbery or vegetation may in line or system; prohibit the planting of any trees, shrubbery or vegetation keep the Easement clear of all buildings, structures or of all cleanse, permit or otherwise agree to the joint use or of and related underground facilities, by any other person	aintain an electri improvements, r of example and and holes, manh machinery or oth and maintenance of entenance of any d planting guide the future inter tion within 15' of other obstruction occupancy of the n, association or	c transmission ar emovals from, si not by way of lir oles, connection nerwise of trees a of said line or sy trees, shrubbery) which approva- fere with or three a pole or pad-mis; lines, system or, corporation for e	ad/or distribution line of ubstitutions and addition mitation, the right to in boxes, transformers and and shrubbery within the stem; or vegetation not approach I may be withheld by eaten to endanger the of ounted equipment; if any of said system is electrification, for other	or system; ons to its facilities as crease or decrease to d transformer enclose the Easement, or any to roved in writing by Gre Grantee in its sole d operation and mainte	he number of ures; tree that may antee (except discretion if it enance of said of the trench
install and maintain guy additions to overhead lines if a ver, across; and through the land owned by Grantor as fu				i.	
County Rutherford State of Tennes	see Tax Map:	93	Group:	Parcel: 003.00	
Address 4908 Veterans Pkwy, Murfreesboro, T	N 37128				
and such Property being of record in Deed Book 2309 described according to Exhibit 1 attached hereto and incordinated lands of the Grantor, and Grantor's successors and the Grantor agrees that all poles, wires, and other facilities of Grantee's expense shall remain the property of the Grantor claims, demands, actions, or causes of action for tresporovisions of this Easement shall run with the land for the N WITNESS WHEREOF, the Grantor has executed this instruction.	porated herein is d assigns for the es, including any antee and remove ass related to the benefit of the G	by reference, if all purposes of this main service entrable at the optice errantee's use or antee, its affiliat day of	ttached, together with the Easement. rance equipment, instation of the Grantee. The of this Easement as desires, successor and assign	the right of ingress an illed in, upon or under Grantor hereby expre cribed herein. The gra	the Property
rist Name/Title of Authorized Signatory		Print Name/Title of A	uthorized Signatory		
ogal Signature		Legal Signature			
TATE OF		STATE OF			= 177
COUNTY OF		COUNTY OF_			
On theday of, 202, person before me, the within named bargainor(s), with whom I acquainted (or proved to me on the basis of satisfactory who acknowledged that such person(s) executed the with for the purposes therein contained.	am personally evidence) and	before me, the acquainted (c who acknowle	ay of	inor(s), with whom I basis of satisfactory	am personally evidence) and
		-			
lotary Signature My Comm	eccion Evninge	Notary Signat	UFO:	My Come	mission Expire







Meeting Date: 11/07/2024

Item Title:	Contract Extension with Nashville Communications, Inc.	
Department:	Police	
Presented by:	Chief Michael Bowen	
Requested Cour	ncil Action:	
	Ordinance	
	Resolution	
	Motion	\boxtimes
	Direction	
	Information	П

Summary

Consider a one-year extension of the communication systems and electronic maintenance and repair services contract with Nashville Communications, Inc.

Staff Recommendation

Approve the Fourth Amendment to the Contract with Nashville Communications, Inc.

Background Information

On March 19, 2020, Council approved the initial contract with Nashville Communications, Inc. This contract provides for the repair and maintenance of communication systems and electronic installation services for the Police Department vehicles. The current contract expired on June 30, 2024.

Council Priorities Served

Responsible Budgeting

By utilizing the current contract pricing, the department benefits from the competitive proposal pricing and avoids potential price increases.

Fiscal Impact

The cost of services, up to \$50,000, will be funded from the FY25 operating budget.

Attachments

Fourth Amendment to the Contract Between the City of Murfreesboro and Nashville Communications, Inc.

FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MURFREESBORO AND NASHVILLE COMMUNICATIONS INC. FOR COMMUNICATION SYSTEMS & ELECTRONIC INSTALLATION

This Fourth Amendment ("Fourth Amendment") to the Contract entered March 19, 2020, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Nashville Communications Inc., a corporation of the State of Tennessee, ("Contractor") is effective as of _______

RECITALS

WHEREAS, on March 19, 2020, the City entered into a contract with Nashville Communications Inc. for communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in RFCSP-21-2020 for Category #2 and Category #3; and,

WHEREAS, on July 29, 2021, the City and Contractor entered into the First Amendment to the contract for communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in RFCSP-21-2020 for Category #2 and Category #3; and,

WHEREAS, on August 19, 2022, the City and Contractor entered into the Second Amendment to the contract for communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in RFCSP-21-2020 for Category #2 and Category #3; and,

WHEREAS, on December 8, 2023, the City and Contractor entered into the Third Amendment to the contract for communication systems and electronic equipment installation, monitoring, maintenance and repair services as set forth in RFCSP-21-2020 for Category #2 and Category #3; and

WHEREAS, the term of the contract between the City and Contractor is currently from July 1, 2023, to June 30, 2024;

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to clause B.2. of the current Contract and clause 1.3 of the RFCSP for an additional year; and,

WHEREAS, the City has continued to utilize Contractor's services since June 30, 2024;

NOW THEREFORE, the City and Contractor mutually agree to extend the term of the current Contract, from July 1, 2024, until June 30, 2025. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties	enter into this amendment as of
CITY OF MURFREESBORO	NASHVILLE COMMUNICATIONS INC.
By:Shane McFarland, Mayor	By: Juan Padilla Juan Padilla, Vice President
Approved as to form:	

Adam F. Tucker, City Attorney

Meeting Date: 11/07/2024

Item Title: Skate Park and Pump Track Final Change Order

Department: Project Development

Presented by: Scott Elliott, Manager of Project Development

Requested Council Action:

Ordinance
Resolution
Motion
Direction
Information

Summary

Consider the final balancing change order to the construction contract with New Line Skateparks FL, Inc.

Staff Recommendation

Approve the change order to the contract with New Line Skateparks Fl, Inc.

Background Information

The Final Change Order is to modify the contract amount to remove the remaining balance in the contingency allowance. Only \$13,323 of the \$42,300 contingency allowance was needed during the project. \$28,976 will be deducted from the total contract amount. The revised final total contract amount will become \$859,472. A time extension of 11 days is also included in the final change order. This provides the final contract work for this project

Council Priorities Served

Establish strong City brand

The addition of a skate park will be and amenity for the City residents and add a facility to the Parks Department that will be well used.

Fiscal Impact

\$28,976 reduction to the original contracted price; resulting in a final contract price of \$859,472.

Attachments

Skate Park and Pump Track Final Change Order

SECTION 00 65 16 CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Engineer: Contractor: Project: Contract Name:	City of Murfreesboro Griggs & Maloney, Inc. New Skate Park and Pump Track	Owner's Project No.: Engineer's Project No.: Contractor's Project No.:	226-208
This \square Preliminary	⊠ Final Certificate of Substantial Compl	letion applies to:	
⊠ All Work □	The following specified portions of the V	Vork:	
Date of Substantial	Completion: July 16, 2024		
Contractor, and Eng the Work or portic Contract pertaining	this Certificate applies has been inspection in the substantially continued in the substantially continued in the substantial completion. The date of substantial completion is the substantial completion in the substantial commencement of the substantial commencement of the substantial commencement of the substantial contract.	nplete. The Date of Substant established, subject to the Substantial Completion in th	cial Completion of provisions of the e final Certificate
inclusive, and the fa	is to be completed or corrected is attach illure to include any items on such list doe rk in accordance with the Contract Docu	es not alter the responsibility	•
	ntractual responsibilities recorded in thi er and Contractor; see Paragraph 15.03.	•	
utilities, insurance,	between Owner and Contractor for se and warranties upon Owner's use or oc at as amended as follows:		
Amendments to Ov	vner's Responsibilities: $oxtimes$ None $oxtimes$ As fo	llows:	
	ntractor's Responsibilities: None A	As follows:	
_	to extend warranty period to 2-years.		
The following docu	ments are attached to and made a part o	of this Certificate:	
Punchlist dated 7/1	16/2024 – revised 10/15/2024		
	es not constitute an acceptance of Vita release of Contractor's obligation to		
By (signature):	Ryon Malony		
Name (printed):	Ryan Maloney		
Title:	Engineer		

END OF SECTION 00 65 16

Project 226-208 00 65 16-1



Punch List from Substantial Completion Site Walk - 7/16/2024 – revised items 10 & 11 10/15/2024

New Skate Park & Pump Track
City of Murfreesboro, Tennessee

G&M Project Number 226-208

Attendance:

Nate Williams – City of Murfreesboro Raymond Hillis – City of Murfreesboro Scott Elliot – City of Murfreesboro James Hill – City of Murfreesboro Tony Misano – New Line Skateparks Ryan Maloney – Griggs & Maloney Nathan Cardell – Griggs & Maloney

Items discussed during site walk to be addressed prior to final payment:

- 1. Cleanup Parking Lot. Mud, debris and refuse removal.
- 2. Return wheel stops to their original location.
- 3. Removal metal debris and water meter box riser on north side of parking lot.
- 4. Straighten the left post for the entry/rule sign.
- 5. Touch up paint where needed prior to grand opening
- 6. Grind concrete sitting bench and box feature to remove burrs and rough edges left from form and finishing.
- 7. Remove/Grind concrete splatter on the backside of the north pump track banked turn and repaint.
- 8. Wash down Skate Park and Pump Truck. Wet brush where required to remove paint or dirt.
- 9. Epoxy patch 2-3 pitted areas on the concrete pump track.
- 10. Replace damaged sidewalk (2 panels) on the existing sidewalk west of the skate park. Removed pre-existing condition.
- 11. In lieu of crack repair prior to final payment, New Line agrees to extend the warranty period to 2 years from the date of final completion. The 2-year warranty applies to the skatepark/pump track concrete features and slab concrete only. The standard 1-year warranty applies to all other items constructed. The 2-year warranty for the skatepark/pump track concrete does not include cracking related to subgrade/base failures such as settlement. New Line shall conduct a crack survey annually to evaluate cracking at the park. The crack survey shall be provided to the City with recommendations for remedial crack repairs.

In addition to the items noted above, the contract closeout procedures (Refer to Specification Section 01 77 00) are required prior to release of retainage. The items required include but may not be limited to As-Built Drawings and executed Release of Liens and Claims Form. Please also note that a final cost adjusting change order must be approved by City Council prior to final payment.

SECTION 00 94 63 CHANGE ORDER NO.: 1

Owner: City of Murfreesboro Owner's Project No.:

Engineer: Griggs & Maloney, Inc. Engineer's Project No.: 226-208

Contractor: New Line Skate Parks FL, Inc. Contractor's Project No.: C-US24-002U

Project: New Skate Park and Pump Track

Adam F. Tucker, City Attorney

Contract Name:

Date Issued: 10/15/2024 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description: Credit for unused owner's contingency. Time adjustment to accommodate extended warranty.

Attachments:

Change in Contract Times [State Contract Times as either a specific date or a

 Change in Contract Price
 number of days]

 Price:
 Original Contract Times:

Ori	ginal Contract Price:	Original Contract Times:				
		Substantial Completion:	July 5, 2024			
\$	888,449.00	Ready for final payment:	August 5, 2024			
[Inc	crease] [Decrease] from previously approved Change	[Increase] [Decrease] from p	reviously approved Change			
Orc	ders No.1 to No. [Number of previous Change Order]:	Orders No.1 to No. [Number	of previous Change Order]:			
		Substantial Completion:	N/A			
\$	N/A	Ready for final payment:	N/A			
Cor	ntract Price prior to this Change Order:	Contract Times prior to this Change Order:				
		Substantial Completion:	July 5, 2024			
\$	888,449.00	Ready for final payment:	August 5, 2024			
Dec	crease this Change Order:	Increase this Change Order:				
		Substantial Completion:	+11 days			
\$	28,976.84	Ready for final payment:	+71 days			
Cor	ntract Price incorporating this Change Order:	Contract Times with all approved Change Orders:				
		Substantial Completion:	July 16, 2024			
\$_	859,472.16	Ready for final payment:	October 15, 2024			

	Recommended by Engineer (if required)	Accepted by Contractor
Ву:	Ryon Malony	
Title:	President	Vice President
Date:	October 15, 2024	October 15, 2024
	Authorized by Owner	Approved by Funding Agency (if applicable)
Ву:		N/A
Title:	Mayor	
Date:		
	Signed by: APPROVED AS TOFFORM TUCKEN END OF SE	CTION 00 94 63

Project 226-208 00 94 63-i

CHANGE CONTROL LOG

Owner: City of Murfreesboro

Project Name: New Skate Park and Pump Track

Contract No. ITB-17-2024

Arch/Eng: Griggs & Maloney, Inc.
Contractor: New Line Skateparks FL, Inc.

 Original Contract Amount:
 \$ 888,449.00

 Adjusted Contract Amount:
 \$ 859,472.16

 Contingency Allowance Amount:
 \$ 42,300.00

 Adjusted Contigency Allowance Amount:
 \$ 28,976.84

CO No.	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)	ct (+/-) from wance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
N/A	1	Purchase of Additional Grading Stone	WCD	OWNER	APPROVED	Craig Tindall	3/20/2024	3/20/2024	4/9/2024	0	\$ (13,323.16)		\$ 28,976.84
1	N/A	Final Summary Change Order	WCD	OWNER	PENDING	Council	7/16/2024	10/16/2024		11		\$ (28,976.84)	
2	2												
3	3												
4	4												
5	5												
6	6												
7	7												
8	8												
9	9												
10	10												
11	11												
12	12												
Totals						11	\$ (13,323.16)	\$ (28,976.84)	\$ 28,976.84				

A Contract Times Extension Requires City Council Approval Abbreviations

RFP = REQUEST FOR PROPOSAL

FO = FIELD ORDER

WCD = WORK CHANGE DIRECTIVE

CCR = CONTRACTOR CHANGE REQUEST

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Murfreesboro Transit Center Contingency Allowance Allocation

Department: Project Development Department

Presented by: Matt Jarrett, Director of Information Technology

Requested Council Action:

Ordinance	
Resolution	
Motion	\boxtimes
Direction	
Information	

Summary

Murfreesboro Transit Center contract contingency allowance.

Staff Recommendation

Consider approval of using the owner's contingency allowance for IT and Security expenses exceeding the initial budget.

Background Information

The attached change control log serves as a comprehensive record of change requests submitted via change control forms and tracks the allowance allocations provided through field work change directives. It is important to note that Work Change Directive No. 7 does not result in any adjustments to the contract price or project timeline. Final adjustments to the contract price and the number of working days will be addressed in the final balancing change order upon project completion. Additionally, it has been determined that the initial allowance for IT/Communications and Security is insufficient to fully support the proposed plan for these essential services at the Transit Center.

Council Priorities Served

Expand infrastructure

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

Fiscal Impact

The amount of the increased expense, \$164,045, is accommodated in the contingency allowance with no change in the total contract amount of \$17,845,843. The remaining amount of the contingency allowance after this change is \$466,142.

Attachments

Change Control Log and Forms

Change Order

PROJECT: (name and address)

Murfreesboro Transit Center 324 New Salem Highway Murfreesboro, Tennessee 37129 **CONTRACT INFORMATION:**

Contract For: Murfreesboro Transit Center

Date:

CHANGE ORDER INFORMATION:

Change Order Number: 008

Date: 10/1/2024

OWNER: (name and address)

CITY OF MURFREESBORO 111 WEST VINE STREET

MURFREESBORO, Tennessee 37130

ARCHITECT: (name and address)

HDR. INC.

120 BRENTWOOD COMMONS

WAY#525

BRENTWOOD, Tennessee 37027

TO CONTRACTOR: (name and address)

Rock City Construction Company, LLC 1885 General George Patton Drive

Franklin, Tennessee 37067

THE CONTRACT IS CHANGED AS FOLLOWS:

Total Cost of this CO= (\$164.045.19) Owner Contingency After CO = \$466,142.74

PCO 017 CE #031 - Security, Alarm, IT, and Communications Allowance Overage

\$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 would be changed by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will not be changed

The new date Substantial Completion will be

\$ 17,145,843.00 \$ 700,000.00 \$ 17,845,843.00 \$ 0.00 \$ 17,845,843.00

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.

DATE	DATE	DATE
10/29/2024	10/30/2024	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
Neal Corbett, Vice President	Joe Hyken, Project Manager	Shane McFarland, Mayor
SIGNATURE	SIGNATURE SIGNATURE	SIGNATURE
CI WITH	Joe Hyken	
ARCHITECT (Firm name)	CONTRACTOR (Firm name) Docusigned by:	OWNER (Firm Name)
HDR, INC.	Rock City Construction Company, LLC	CITY OF MURFREESBORO

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APPROVED AS TOPORM /ucker

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

(1932678762)

CHANGE CONTROL FORM NO. 7

Date Issued:	October 25, 2024	Project:	Murfreesboro Transit Center						
Project No.:	ITB-07-2023	Contractor:	ontractor: Rock City Construction Co LLC						
This Document	This Document is a: Request for Proposal Field Order Mork Change Directive Contractor Change Request								
	change (attach necessauct \$164,045.19 from th							Communications over	
Initiated By:	□ Contractor	☐ Engineer		☐ Own	er	Res	sident P	roject Representative	
Drawing(s) Refe	rence: N/A		Sp	oec. Refere	ence:	N/A			
RFI Reference:	N/A		Da	ate of RFI:	N/A				
Attachments:	CO#8								
	R	QUEST FOR PR	OPOSA	L/CHANG	E REQUE	EST			
We propose to Cost and Contract		or make the	Claim	described	above	for the f	following	g change in Contract	
	in Contract Amount is Re	equired		A Change	in Contra	ct Amount	is Requ	ired:	
	in Contract Time is requi	red		A Change	in Contrac	ct Time is	Require	d:	
		WORK C	HANGE	DIRECTI	/E				
	to proceed to make the Time will be determined					Change D	irective.	Any change in Contract	
		FI	ELD OF	RDER					
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.									
		AUTHORI	ZING S	SIGNATUR	ES				
ENGINE Signed by:	ER:	ONTRACTOR: suSigned by:		C	OWNER:			ESIDENT PROJECT EPRESENTATIVE:	
CHUTTHE OF STREET D206B	Joe	tyken	<u> </u>						
Neal Cork		Hyken, PM		Shane	e McFa	rland, M	1ayor		
(print name)	(print	,		(print na	me)		(pri	nt name)	
10/29/ Date:	2024 Date:_	10/30/2024	_	Date:			Dat	e:	

APPROVED AS TO FORM Signed by:

Adam 7 Tucker

Adam F. Tucker, City Attorney

CHANGE CONTROL LOG

Owner: City of Murfreesboro

Project Name: Murfreesboro Transit Center

Contract No. ITB-07-2023

Arch/Eng: HDR Engineering, Inc.

Contractor: Rock City Construction Co LLC

CCF No.	Brief Description of Change Item	Change Type	Initial By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor	Date Submitted to Owner	Date Approved/ Rejected by Owner	Contract Time Extension (days)	Add/ Deduct (+/-) from Allowance	Cumulative Add/ Deduct (+/-) from contract	Adjusted Contingency Amount
1	ADD-Owners Contingency Allowance	CO	OWNER	APPROVED	Council	1/9/2024	1/9/2024	1/26/2024	0	\$ -	\$ 700,000.00	
2	ADD-MTE Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2024	0	\$ (27,121.18)	\$ -	\$ 672,878.82
3	ADD-Irrigation Change to spray heads	CCR	CONTRACTOR	APPROVED	Craig Tindall	12/6/2023	12/6/2023	2/14/2024	0	\$ (2,676.05)	\$ -	\$ 670,202.77
4	ADD-GAS Fees over Allowance	CCR	CONTRACTOR	APPROVED	Craig Tindall	1/5/2024	1/5/2024	2/14/2024	0	\$ (17,940.00)	\$ -	\$ 652,262.77
5	ADD-Communication lines new route	WCD	CONTRACTOR	APPROVED	Craig Tindall	4/2/2024	4/17/2024	4/29/2024	0	\$ (40,240.84)	\$ -	\$ 612,021.93
6	DEDUCT-PCO 12,13 Foundation and Piping credit	WCD	CONTRACTOR	APPROVED	Craig Tindall	4/30/2024	5/14/2024	5/23/2024	0	\$ 18,166.00	\$ -	\$ 630,187.93
7	ADD-IT over allowance	WCD	CONTRACTOR			10/1/2024	10/1/2024		0	\$ (164,045.19)	\$ -	\$ 466,142.74
8		`										
9												
10												
11												
12												
13												
14												
	Totals								0	\$ (233,857.26)	\$ 700,000.00	\$ 466,142.74

A Contract Times Extension Requires City Council Approval Abbreviations

RFP = REQUEST FOR PROPOSAL

FO = FIELD ORDER

WCD = WORK CHANGE DIRECTIVE

CCR = CONTRACTOR CHANGE REQUEST



PCO #017

Rock City Construction Company, LLC 1885 General George Patton Drive Franklin, Tennessee 37067 Phone: (615) 794-6691 **Project:** 6230020 - Murfreesboro Transit Center 324 New Salem Highway Murfreesboro , Tennessee 37129

Prime Contract Potential Change Order #017: CE #031 - Security, Alarm, IT, and Communications Allowance Overage

TO:	CITY OF MURFREESBORO 111 WEST VINE STREET MURFREESBORO, Tennessee 37130	FROM:	ROCK CITY CONSTRUCTION CO LLC 1885 GENERAL GEORGE PATTON DR FRANKLIN, Tennessee 37067
PCO NUMBER/REVISION:	017 / 0	CONTRACT:	1 - Murfreesboro Transit Center
REQUEST RECEIVED FROM:		CREATED BY:	Joe Hyken (ROCK CITY CONSTRUCTION CO LLC)
STATUS:	Pending - In Review	CREATED DATE:	9/25/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#008 - Security, Alarm, IT, and Communications Allowance Overage
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: CE #031 - Security, Alarm, IT, and Communications Allowance Overage

CHANGE REASON: Additional Scope

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #031 - Security, Alarm, IT, and Communications Allowance Overage

The allowance for IT Communications and Security that the owner had was not enough to cover scope.

Allowance for Security systems: \$125,000.00 Allowance for IT/Communications: \$125,000.00

Total: \$250,000.00 <u>Actual</u> Lanlink: \$288,572.36

Fusion with 1 year License: \$110,559.63

Total: \$380,033.16 -\$250,000.00 Allowance = \$149,131.99 over allowance =Plus FEE \$164,045.19

This would be a \$164,045.19 Change order including our markup.

ATTACHMENTS:

Murfreesboro Transit Center Data.AV. Paging 10.14.24 with Davis.pdf , _Estimate - MBoro Transit - Installation, Parts, Licensing - 1 Year (1).pdf

#	Budget Code	Description	Amount
1	88-82002.U OWNERS CONTINGENCY.Undefined		\$(143,036.48)
2	88-83000.U FEE		\$13,003.32
3	88-82012.U IT/COMMUNICATIONS ALLOWANCE		\$130,033.16
		Grand Total:	\$0.00



PCO #017

Neal Corbett (HDR, INC.)
120 BRENTWOOD COMMONS WAY#525
BRENTWOOD, Tennessee 37027

CITY OF MURFREESBORO

111 WEST VINE STREET

MURFREESBORO, Tennessee 37130

ROCK CITY CONSTRUCTION CO LLC 1885 GENERAL GEORGE PATTON DR FRANKLIN, Tennessee 37067

SIGNATURE DATE SIGNATURE DATE DATE



Telephone and Datacom Service Pathway and Wiring Specifications

Murfreesboro City
Job Name: Transit Center
324 New Salem Highway
Murfreesboro, TN 37129

10.14.24

Section 1 – General Scope of Work

LanLink shall furnish all materials labor, services, purchasing, testing of completely installed systems, etc., that are required to provide the complete data and voice distribution network for the project as outlined below. Project will be managed by a BICSI Registered Communication Distribution Designer (RCDD) to ensure proper installation. LanLink has **RCDD** on full-time staff and installation will be completed by **BICSI** trained technicians. **LanLink lead technical staff are all BISCI Level 2 installers**. LanLink has included the federal requirement of the Davis Bacon Wage payment scale.

- Data/WAP/Cameras cables shall total (103)
- Coax Cables (8)
- LanLink shall install all the CommScope cat 6a cabling needed for complete installation.
- LanLink shall install all the CommScope Cat 6 cabling for the 6 outdoor pole mounted cameras.
 We have not included the gate cabling. This can be added to our scope once the final equipment needs are given to the team.
- LanLink will install all the CommScope 6- Strand om3 Fiber from the MDF to the IDFs in the Transit Center, and Bus Wash, we shall install a 6 strand om3 fiber to the 1 outdoor Pole Mounted IDFs.
- LanLink will install all the composite Access Control cables for 13 doors to the closest MDF/IDF.
 We shall leave the cable coiled above the Doors with a 15' service loop for owners to install the AC system.
- LanLink shall install 1- 18/4,18/6, and Cat 6 from the 2 outdoor gates to the closest indoor IDF per IT and security team.
- LanLink shall install all the J-hooks needed to support the cabling to TIA standards.
- LanLink will provide 206- 1', 10' cat 6a patch cables for the rack side and station.
- This price is based upon empty, clean, dry conduits. (No water in conduit or floor boxes.) All data comm conduits shall have no more than three 90s or equal. Any data comm conduits over 20' shall have a pull string. All conduits shall have plastic bushing installed by EC.
- LanLink has priced this with normal working hours. (Mon-Fri 7am-5pm)
- LanLink will bond all equipment in the comm room to the buss bar provided by the GC to TIA 607 standard if available.
- LanLink will include mounting 28 owner provided Cameras.

Work Station

A. LanLink shall provide and install 8-pin, 8-conductor Category 6a jacks for all voice/data cables. Jacks are CommScope and Black in Color. These jacks shall be housed in a wall mounted plastic CommScope face plate. The face plates shall be Electric Ivory and labeled to reflect its corresponding patch port within the communications room. Any unused ports shall have blanks installed.

Comm Rooms

LanLink shall provide and install the following:

- 1- 4 Post Rack (E4DRS19FM45U)
- 2- 36" Wall Mount Cabinets (EWMW362430)
- 2- Side Mount Wire Managers (WMPVHC45E)
- 4- 12"x10' Hoffman Ladder trays with Support
- 3- 1u Fiber LIU (CommScope-EPX-1u-PNL-ENC)
- 7- Fiber Adapter Panels (CommScope- PNL-BK-012-SFA-LC12-BL)
- 36- LC Fiber Connectors (CommScope-SFC-LCF-09-8Y)
- 4- Unloaded Cat 6a Patch Panel (CommScope)
- 1- AMO Outdoor Fiber Housing (Hubbell-Amo)
- 1- AMO Blanks (Hubbell-AMOBL10)
- 1- AMO Fiber Adapters (Hubbell-AMOLCQSBL)
- 1- AMO Brackets (Hubbell-AMOB2j10)
- 1- Pole Mount Enclosers with Sunshade (Hoffman-ECL605020)
- 3- APC 2200 UPS

Audio Video Systems

LanLink shall provide and install the following:

- Admin Building
 - 4- 55" Samsung Displays
 - o 1- 65" Samsung Display
 - o 1- 75" Samsung Display
 - o 2-86" Samsung Display
 - o 8- TV Wall mounts
 - 1- QSC 60W Amp
 - 4- 2x2 Ceiling Speakers 70v
 - 1- Wall Volume controller
 - 8- TV Electrical/Data AV Boxes (to be installed by EC)
 - o 1- Bose VB1 All in One Bar (Mini PC and wireless keyboard and mouse by owner)
 - 6- HMDIs for Admin offices/conference room per IT
- Transit Building
 - o 3- Samsung Display
 - o 3- TV Wall mounts

Paging System

LanLink shall provide and install the following Bogen Hybrid IP System:

- 10- Ceiling speakers
- 4- 15w Horns
- 2- 60W IP amps
- 1- System Controller
- 1- Software license for 3 years
- 1- IP PBX phone integrator
- 1- Dry Contact closer
- 1- All Call expander
- 3- 1u and 2u rack ears

Warranty

- LanLink can offer a 25-year Manufacturer warranty on this installation for all new cabling installed.
- LanLink shall offer the Manufacturer warranty on the TV and hardware installed by our team. All labor associated with the warranty work would be billable if found to be a manufacturer defect, and not installer related.

Project Completion

- Contractor's (LanLink's) work shall be considered complete after the following has been accomplished:
 - 1. Installation is complete, all system testing has been completed and Contractor certifies in writing that the entire system is in working order.
 - 2. All system labels have been put in place.
 - 3. All construction debris and scrap materials have been removed from the premises.
 - 4. All marked up record drawings have been returned to the Engineer.
 - 5. The GC/Engineer has accepted the installation. Local Electrical has passed installation.
 - 6. The Owner and/or his equipment vendor have accepted the system wiring in its entirety.
 - 7. The testing logs in electronic and hard copy have been forwarded to the Owner.
 - 8. As-Built Drawings with pathway and outlet label will be provided to the customer.

Exclusions

- > LanLink has not included power poles.
- LanLink has not included PDUs. (These can be added to the project if requested.)
- > LanLink has not included basket tray. If this would be requested, it can be added into the scope of work.
- LanLink has not included Cameras, WAPs, Outdoor WAPs.
- All Conduit Stub up Sleeves, Backboxes and Panduit needed shall be installed and provided by other
- LanLink has not included any cabling to the Driveway Entry Gates. Once more information on the needs for systems and cabling are finalized we will be able to give pricing for this system.

Testing

- A. The voice and data distribution network, upon completion of the installation, will be tested in its entirety. This testing will completely check each voice/data port from the outlet plate, through the wiring to the patch panel termination.
- B. Testing will encompass all system performance parameters of each port, including attenuation, continuity of wiring to D.C., N.E.X.T (near end cross talk), cable length, cable I.D., proper pair termination per E.I.A. standards, EMI content, etc., and all significant performance parameters related to TIA/EIA Cat 6a, most recent draft standards available.

Section 2 – Payment Terms and Pricing

Invoices will be generated on project progressive billing. Payment terms are Net 30. A Purchase Order and signed contract is required for quote to be processed.

Cabling Total =	\$194,356.61	
A/V Total=	\$ 63,422.81	
Paging Total=	\$ 30,792.94	
Total =	\$288,572.36 (Tax included)	
, , ,	ou are agreeing to the installation abo on acceptance of this contract.	ve and the payment terms set forth in the payment section
	Authorized Signature	Date

Proposal is valid for 30 Days

260 West Main St., Suite 120B Hendersonville, TN 37075 **Estimate**

Estimate Date: Jul-23-2024 Expiry Date:

Estimate Number:

Total Amount: \$110559.63

Billing Info:

Bobby Leathers

TBD

Site Info:

City of Murfreesboro - Transit Building

324 New Salem Highway

Murfreesboro, TN 37129

Project Scope

This estimate is a combination of all estimate portions that Fusion Alarms is offering

The Various Lines and Who is Responsible are listed below:

COMMERCIAL FIRE ALARM

Fusion Alarm will:

Provide and Install all fire alarm head end equipment

Provide and install all fire alarm sensors and peripherals included in this estimate

Configure and test all devices

Provisions:

Dedicated 120v 20 Amp Circuit for Fire Panel (Supply and Install) - Electrical Contractor Conduit and Pathways (Supply and Install) - Electrical Contractor Wiring (Supply and Install) - Fusion Alarms Fire Alarm Panels and Devices (Provide and Install) - Fusion Alarms

COMMERCIAL ACCESS CONTROL WITH LOCKING HARDWARE

Fusion Alarm will:

Install all access control head end equipment

Provide and install all access control door locking hardware and exit devices

Configure and test all devices

260 West Main St., Suite 120B Hendersonville, TN 37075 **Estimate**

Jul-23-2024

Expiry Date:

Estimate Date:

Estimate Number:

Total Amount: \$110559.63

Billing Info:

Bobby Leathers

TBD

Site Info:

City of Murfreesboro - Transit Building

324 New Salem Highway

Murfreesboro, TN 37129

Provisions:

Conduit and Pathways (Supply and Install) - Electrical Contractor Wiring (Supply and Install) - Lanlink
Locking Hardware (Provide and Install) - Fusion Alarms
Exit Peripherals (Supply and Install) - Fusion Alarms
Verkada Parts (Supply Only) - Fusion Alarms
Verkada Licensing (Supply Only) - Fusion Alarms
Verkada Parts (Install) - Fusion Alarms
Verkada Programming - Fusion Alarms

COMMERCIAL BURGLAR ALARM

Fusion Alarm will:

Install all burglar alarm head end equipment

Provide and install all burglar alarm Perimeter and Interior Sensors

Configure and test all devices

Provisions:

Conduit and Pathways (Supply and Install) - Electrical Contractor Wiring (Supply and Install) - Lanlink Perimeter and Interior Sensors (Provide and Install) - Fusion Alarms Verkada Parts (Supply Only) - Fusion Alarms Verkada Parts (Install) - Fusion Alarms Verkada Programming - Fusion Alarms

PARTS ONLY

Verkada Parts Only

260 West Main St., Suite 120B Hendersonville, TN 37075 **Estimate**

Jul-23-2024

Estimate Date: Expiry Date:

Estimate Number:

Total Amount: \$110559.63

Site Info:

City of Murfreesboro - Transit Building

324 New Salem Highway

Murfreesboro, TN 37129

Billing Info:

Bobby Leathers

TBD

- -Access Control -Intercom
- -Video
- -Burglar Alarm

VERKADA LICENSING - 1 YEAR

- -Verkada Access Control Licensing
- -Verkada Video Licensing
- -Verkada Burglar Alarm Licensing

Description

Details

ITEM	QUANTITY	RATE	AMOUNT
Description			
Fire Alarm Installation Only - Reference Estimate # 1033981826-36	1	8,337.12	8,337.12
Description			
Access Control Installation with Locking Hardware - Reference Estimate # 1033981826-34	1	29,775.80	29,775.80
Description			
Burglar Alarm Installation - Reference Estimate # 1033981826-35	1	5,502.71	5,502.71
Description			
Verkada Parts Only - Reference Estimate # 1033981826-57	1	55,987.00	55,987.00
Description			
Verkada Licensing - Reference Estimate # 1033981826-65	1	10,957.00	10,957.00

260 West Main St., Suite 120B Hendersonville, TN 37075 **Estimate**

Jul-23-2024

Estimate Date: Expiry Date:

Estimate Number:

Total Amount:

\$110559.63

Billing Info:

Bobby Leathers

TBD

Site Info:

City of Murfreesboro - Transit Building

324 New Salem Highway

Murfreesboro, TN 37129

Accepted By: Subtotal: \$110559.63

Accepted Date: \$0.00

Total USD \$110559.63

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Asphalt Purchases Report				
Department:	Water Resources				
Presented by:	Valerie Smith				
Requested Counc	cil Action:				
	Ordinance \square				
	Resolution				
	Motion \square				
	Direction				
	Information $oxtimes$				

Summary

Report of asphalt purchases.

Staff Recommendation

The asphalt reporting of purchases, consistent with purchases associated as perishable, fuel-based commodity is provided as information only.

Background Information

Purchases of asphalt are made throughout the month and reported with MWRD's 0&M's construction projects. The attached report is provided pursuant to City Code, § 2-10(E)(7) in compliance with this reporting requirement.

Pursuant to the City 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

Perishable fuel-based commodity procurement fluctuates constantly; however, soliciting multiple vendors consistently provides the best pricing for the Department.

Fiscal Impacts

The overall costs, \$150,000 to \$175,000 per year, are funded by the FY24 operating budget.

Attachments

Asphalt Purchases Report

OPERATIONS & MAINTENANCE ASPHALT QUOTES | FY 2024

	Wire Grass Const Co.		Hawkins		Vul	can	Notes
	Binder	Topping	Binder	Topping	Binder	Topping	
Jul	\$77.77	\$94.71	\$79.60	\$85.97	\$72.00	\$86.50	
Aug	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Sep	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Oct							
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							

OPERATIONS & MAINTENANCE ASPHALT PURCHASES 2025

Invoice Date	Approval	Vendor	Туре	Rate	Qty	Total	FY Total
7/10	D Hughes	Vulcan	411E	\$86.50	10.10	\$873.65	\$873.65
7/10	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$1,749.90
7/10	D Hughes	Vulcan	411E	\$86.50	9.63	\$833.00	\$2,582.90
7/9	D Hughes	Vulcan	411E	\$86.50	10.16	\$878.84	\$3,461.74
8/27	D Hughes	Vulcan	411E	\$86.50	14.09	\$1,218.79	\$4,680.53
9/6	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$5,556.78
9/6	D Hughes	Vulcan	411E	\$86.50	12.38	\$1,070.87	\$6,627.65
9/11	D Hughes	Vulcan	411E	\$86.50	14.52	\$1,255.98	\$7,883.63
9/13	D Hughes	Vulcan	Binder	\$75.00	12.73	\$954.75	\$8,838.38
9/13	D Hughes	Vulcan	Binder	\$75.00	15.60	\$1,176.75	\$10,015.13
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$10,639.88

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: WRRF Expansion-Hazen and Sawyer Task Orders 1-5 Amendment

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance	
Resolution	
Motion	\boxtimes
Direction	
Information	

Summary

Consider approval of an Amendment to Task Orders (TO) 1-5 with Hazen and Sawyer (H&S) regarding preliminary engineering and permitting associated with the WRRF Expansion.

Staff Recommendation

Approve TO Amendment No. 1. The Water Resources Board recommended approval of this matter on October 22, 2024.

Background Information

In August, the Board approved MSA and Task Orders 1-5 for the preliminary engineering and permitting associated with the WRRF Expansion. At the kick-off meeting staff realized that the TO did not include all of the costs associated with sampling and testing.

The results of this sampling and testing will be used in developing a calibrated process and capacity model for the WRRF. Staff has requested Hazen and Sawyer contract with a testing lab and for the cost of the sampling and testing to be a "pass through" cost to the Department.

Council Priorities Served

Expand infrastructure

The expansion of the WRRF will allow development and redevelopment to continue into approximately 2048.

Fiscal Impact

This amendment is for \$25,000. The total fees for the TO, now \$919,000, are to come from MWRD's Working Capital Reserves.

Attachments

Task Order Amendment No. 1

Docusign Envelope ID: C7B2180D-868A-4B89-BFE5-26C02CBD31A5 \dots is **EXHIBIT K**, consisting of $\underline{2}$ pages, referred to in and part of the Agreement between Owner and **Engineer for Professional Services – Task Order Edition** dated August 19, 2024.

Amendment Number 1 To Task Agreement

1. Background Data:

Effective Date of Task Order Agreement: 9/6/2024 a.

b. Owner: City of Murfreesboro

Engineer: Hazen and Sawyer c.

d. Specific Project: Murfreesboro Water Resources Department WRRF Expansion Preliminary Engineering and Permitting

2. Description of Modifications

Section 3.2 - WRRF Process Sampling of the Task Order Agreement, which is a. part of Task #3 - Process Capacity Evaluation, is deleted in its entirety and replaced with the following:

3.2 WRRF Process Sampling

Hazen will develop a field sampling plan for the biological process modeling update based upon the existing data available and project modeling goals. Hazen will coordinate a meeting to review the draft sampling plan and division of responsibilities. The supplemental sampling period is expected to be 1 month.

Additional data will be collected by MWRRF personnel for the full supplemental sampling period (1 month) The scope of the data collected will include but is not limited to: samples collected from plant influent, effluent and internal process streams for parameters including but not limited to BOD, CBOD, nutrients DO, and solids. Hazen will contract with an outside laboratory for the analysis of samples taken by MWRRF staff.

Detailed sample collection and analysis will be performed by Hazen in a field laboratory set up on- site for up to 3 days during the supplemental sampling month. Detailed data collection will include but is not limited to influent COD characterization on composites and process profiles. Hazen will contract with an outside laboratory to complete any analyses of the samples collected by Hazen during the 3-day sampling event.

b. For the Additional Services to the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$25,000.

The "Fee" Section on page 11 of the Task Order Agreement shall be deleted in c. its entirety and replaced with the following, which adds the modified compensation of Task #3 (\$25,000) to the expenses line item:

Docusign Envelope

e ID: C7B2180D-868A-4B89-BFE5-26C02CBD31A5		Hours		
Task	Hazen	SSR	Total	Total Fee
Task 1 Project Management/Coordination	265	82	347	\$73,000
Task 2 Condition Assessment	101	280	381	\$73,000
Task 3 Process / Capacity Evaluation	862	82	944	\$202,000
Task 4 Preliminary Engineering	1600	466	2066	\$432,000
Task 5 Permit Application Support	442	16	458	\$99,000
Sub-Total	3269	926	4195	\$879,000
Expenses (travel, sampling supplies, etc.)				\$40,000
Total				\$919,000

- d. There are no other changes to the Task Order Agreement
- 3. Task Order Summary (Reference only)

CITY OF MURFREESBORO

a. Original Task Order Agreement amount: \$<u>894,000</u> b. Net change for this Amendment: \$ 25,000_ c. Revised Task Order Agreement amount: \$919,000

IN WITNESS WHEREOF, the parties enter into this Amendment Number 1, amending the MSA between the parties executed on September 6, 2024.

By: Shane McFarland, Mayor	By: Scott Woodard Scott Woodard, Vice President
Date Signed:	Date Signed: 10/18/2024
APPROVED AS TO FORM: Adam 7 Tucker Adam F. Tucker, City Attorney Date Signed: 10/18/2024	

Page 1

Exhibit K- Attachment 1 - Task Order Form EJCDC E-505 Standard Form of Agreement Between Owner and Engineer Professional Services—Task Order Edition

Hazen & Sawyer

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COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Robert Rose Administration Building Renovations Final Change

Order

Department: Project Development Department

Presented by: Scott Elliot, Project Development Manager

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider the final balancing change order for the Robert Rose Administration Building Renovations project at 316 Robert Rose Dr.

Staff Recommendation

Approve the final balancing change order with Rock City Construction Company, LLC

Background Information

Change Order No. 9 is to modify the contract amount to remove the remaining balance in the contingency allowance. Only \$47,459 of the contingency allowance was needed during the project. \$52,540 will be deducted from the total contract amount. The revised final total contract amount will become \$2,154,396. This provides the final contract work for this 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

\$52,540 reduction to the original contracted price; resulting in a final contract price of \$2,154,396

Attachments

Robert Rose Administration Building Renovations Final Change Order



AIA Document G701 – 2017

Change Order

PROJECT: (Name and address) MWRD-Office Renovation 316 Robert Rose Drive Murfreesboro, TN 37129

OWNER: (Name and address) City of Murfreesboro 111 West Vine Street Murfreesboro, TNn 37130

CONTRACT INFORMATION:

Contract For: Renovation

Date: October 12, 2023

ARCHITECT: (Name and address) Kingdom Development Group Inc. 102 South Maple Street Murfreesboro, TN 37130

CHANGE ORDER INFORMATION:

Change Order Number: 9

Date: October 4, 2024

CONTRACTOR: (Name and address) Rock City Construction Co., LLC 1885 General George Patton Drive

Franklin, TN 37067

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Final summary Change Order reducing the final contract amount of the remaining contingency allowance.

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sun prior to this Change Order was

The Contract Sum will be decreased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be July 19, 2024

122,681.10 2.206,937.10 2.154.396.95

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both 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.

Kingdom Development Group Inc ARCHITECT (Firm name) Brandon Harvey, President PRINTED NAME AND TITLE 10/4/2024 DATE

Rocky City Construction CONTRACTOR (Firm name) Florencia Fontela SIGNATUREDBBE7488... Florencia Fontela, Project Manager

PRINTED NAME AND TITLE 10/16/2024

DATE

OWNER (Firm name)

SIGNATURE

Shane McFarland, Mayor

PRINTED NAME AND TITLE

DATE

APPROVED AS TO FORM Adam 43.42085 F 51 F 940 1 mey

CHANGE CONTROL FORM NO. 9

		• • • • • • • • • • • • • • • • • • • •						
Date Issued:	October 1, 2024	Project:	MW	IWRD -Admin Office Renovation				
Project No.:	Project No.: ITB-13-2024 Contractor: Ro				uction Co	ompany, L	LC	
This Document	is a: Request for Proposal	r 🗌 Fiel	d Or	der 🖂	Work C Directi			Contractor Change Request
	Description of Change (attach necessary supporting documentation): Change Order # 9. Final summary Change Order reducing the final contract amount of the remaining contingency allowance.							
Initiated By:	☐ Contractor	☐ Engineer		⊠ Owr	ner	□R	esident P	roject Representative
Drawing(s) Refe	rence: 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	DSAL/CHANG	E REQU	JEST		
We propose to Cost and Contrac		or make the	Clai	m described	above	for the	following	g change in Contract
☐ No Change	in Contract Amount is R	equired		A Change	in Contr	act Amou	nt is Requ	iired:
	in Contract Time is requ	ired		☐ A Change	in Contr	act Time i	s Require	d:
		WORK C	AH:	IGE DIRECTI	VE			
	to proceed to make the Time will be determined					k 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
		AUTHOR	IZIN	G SIGNATUR	RES			
Archite Kingdom Bevelov	iment Group, Inc. (Rock	CONTRACTOR: Styled Pistruction Orunia Fontu			OWNER f Murfree			ESIDENT PROJECT REPRESENTATIVE:
Brandon Har		ncia Fontela		Shane	McFarla	nd		
(print name)	(print	name)		(print na	ıme)		(pri	nt name)
10/22/7 Date:	2024 Date:_	10/16/2024	_	Date:	· 		Dat	te:
Ī								

Signed by:

APPROVED AS TO FORM / Lucker

Adam 4 PA 988 F5 C F 94 Allorney

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

| Contingency Allowance Amount: | \$ 2,084,256.00 | \$ 2,154,396.95 | \$ 100,000.00 | \$ 100,000.00 | \$ 52,540.15 | \$ 52,540.15 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 |

CCF No.	Bried Description of Change Item	Change Type	Initital By	Status (Approved/ Pending/ Rejected)	Approved By:	Date From/ To Contractor			Contract Time Extension (days)	uct (+/-) from wance	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	Change Order # 9 (final summary change order)	WCD	OWNER	PENDING	Council	10/1/2024	10/4/2024		0		\$ (52,540.15)	
10												
11												
12												
13												
	Totals								59	\$ (47,459.85)	\$ 70,140.95	\$ 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

	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 \$	2,587.50	0
1	1	N/A		Structural Design	Revised Structural Jan '24	Dumbwaiter Area Structural Updates	\$	2,363.47 \$	354.52	0
								TOTAL \$	49,992.71	35
2	N/A	N/A		Plumbing Fixtures	Plumbing Schedule (P1.2B)	RFI #1 - Fixtures not quantified in Plumbing Dwgs.	\$	28,000.00 \$	2,800.00	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		Enlarged Trench Detail	BankPak Trench requirements	BankPak Trench requirements	\$	3,705.00 \$	370.50	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 \$	1,687.70	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 \$	805.04	0
								TOTAL \$	72,688.39	0
N/A	N/A	3	9	ASI #1 & 1-A updates	A2.02	Relocated door and changed swing at breakroom	\$	1,047.54 \$	157.13	0
N/A	N/A	3	33	ASI #1 & 1-A updates	ASI #1 additional finishes	Unisex Restroom Locks	\$	299.98 \$	45.00	0
N/A	N/A	3	46	Storage Rm Wire Relo	E2.2	Storage Room Relocation of Switches for room number 2	\$	410.00 \$	41.00	0
N/A	N/A	3	54	Screwoff existing floors	3,100 SF	•	\$	1,426.43 \$	142.64	0
								TOTAL \$	3,569.72	0
N/A	N/A	4	1	Kitchen Tile Deduct			\$	(3,589.00) \$	-	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	·		\$	(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			\$	(100.00) \$	-	0
N/A	N/A	4	7	T-2 Add in wing bathrooms			\$	7,395.00 \$	739.50	0
				_				TOTAL \$	5,592.00	0
						repriming 1st ct, for 43 additional fire alarm locations/Cabinet				
3	N/A	5	51	Vector Fire Alarm items	Fire Alarm	Procurement delays	\$	3,110.00 \$	311.00	24
								TOTAL \$	3,421.00	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						
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						
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
				Nightdrop wall modifications	J F	9	Ė	,		
N/A	N/A	7	68	Interior/Exteriors	Night Drop Change	Paint	\$	295.00 \$	29.50	0
14// (14//	- '		Nightdrop Credit & Envelope	. ngrit brop ondrigo	1 MIII	Ψ	200.00 φ	20.00	·
N/A	N/A	7	69	Change	Night Drop Change	Owner Credit	\$	(3,583.63) \$	(358.36)	0
14//	14//	,	09	Onalige	raight brop Change	OWING OFFUIL	Ψ	TOTAL \$	(513.29)	0
8	N/A	8	8	GC's	PCO 8	Recoverable GC's	\$	30,723.02 \$	(313.29)	0
0	IN/M	J	J	GCs	1 00 6	Trecoverdule GC 5	Ψ	TOTAL \$	30,723.02	0
9	N/A	9	N/A	Final Summary Change Order		Contract adjustment for remaining contingency	\$	(52,540.15) \$	00,720.02	0
9	IN/A	3	IN/A	r mai Summary Change Order		Contract adjustment for remaining contingency	Ψ	TOTAL \$	(52,540.15)	0
								TOTAL \$	(02,040.15)	U

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Temetra-Customer Information System Integration

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider Statement of Work (SOW) to integrate MWRD's Customer Information System (utility billing software) with its wireless meter radio reading platform.

Staff Recommendation

Approve SOW from Advanced Utility Systems. The Water Resources Board recommended approval of this matter on October 22, 2024.

Background Information

In connection with implementation of Itron's Temetra Software with our Advanced Metering Infrastructure (AMI), it is necessary to have our Customer Information System (CIS) vendor Advanced Utility Systems (AUS) work with Itron to integrate the two softwares.

Itron is retiring their current platform that provides a customer portal and other detailed data related to meters and consumption. Some functionality has already been lost.

Temetra is a cutting-edge cloud-based data collection and management system designed to work seamlessly with multiple collection technologies from handheld devices to automated meter reading (AMI) across the utility's network. Temetra combines all our data into one platform, serving as a centralized hub for our data, with flexibility and scalability to manage and integrate data as meter reading operations progress over time.

Council Priorities Served

Responsible budgeting

Integrated software automates many functions between software platforms and reduces staff time on processes. Also reduces risk of errors.

Fiscal Impact

The cost of \$20,400 will be funded from the Department's working capital reserves.

Attachments

Advanced Utility Systems SOW

Temetra Brochure





Client	Murfreesboro	Client Contact	Deborah Fasig			
Quote Effective Date	October 29th, 2024	Prepared By	Tanuja Kancherla			
Reference Number	AT107243	Client PO				
Description	Statement of Work (SOW): Temetra AMI Meter Reading Export					

Client Request

Murfreesboro is requesting a statement of work from Advanced Utility Systems (Advanced) to create an export and an Import interface in CIS for Integration with TEMETRA. The interface will be used for Regular billing periods and for final reads.

Proposed Solution

The services to be provided under this SOW are as follows:

- Create an export (CIS to Temetra) and Import (Temetra to CIS) Interface in CIS
- The Meter Reading Export Interface will have the following layout:

HEADER	Value Name
IGNORE	
CANCREATE	
CREF	Meter Number + Account
METERSERIAL	Meter Number
ADDTAG	
ADDTAG	
ADDTAG	
ACCOUNTREF	Account Number Compound meters should be with
	additional numbers Unique meters with 001 sequentially
CUSTOMERNAME	Customer Complete Name
PROPERTYADDRESS	Address
MIUSERIAL	Remote Number
ROUTENAME	Book-Call
ADDRESSLINE1	Service Address Lookup
LAT	Latitude
LON	Longitude
METERTYPE	Meter Type
METERMODEL	Model
COLLECTIONMETHOD	
SEQUENCE	
METERNOMINALSIZE	Meter Size
METERFORMAT	Dials
METERUNITS	Units
METERINSTALLATIONDATE	Date meter installed
CATEGORY	Account Type
METERCOMMENT	Meter Comments

METERREF	
PHONE	PhoneType which is Primary
CUSTOMEREMAIL1	e-mail
DMA	cycle
PERMANTENTLYDISCONNECTED	

• The Meter Reading Import will have the following layout:

HEADER	VALUE TO IMPORT CIS
SRRef	
Account	BIF016.C_ACCOUNT
Customer Name	
Connection Ref	
MeterSerial	BIF016.C_METER
Property Address	_
Postcode	
Lo Audit	
Hi Audit	
Previous Time	
Previous Type	
Previous Read	
Previous Comment	
Туре	
DriveBy	
Time	BIF016.T_PREVREADDATE
Index	
IndexLitres	
GPS	
Comment	
Skip 1	
Skip 2	
Handheld	
Reader	
Team	
Area	
Cyble Leak	
Anyquest Leak	
Intelis Leak	
Import File	
Import Time	
From	
To	
Read Ref	
Orig Sequence	
Sequence	
Purpose	

Book	
Photo Count	
Handheld Sequence	
Tampers	
Status	
Formatted read	BIF016.N_READING
Unformatted read	
METERREF	

Cost

The cost for successfully implementing the request is \$20,400.00 USD.

Assumptions

The following assumptions are made to complete the necessary details within this SOW:

- This interface does not include functionality for completing equipment exchanges through the import of TEMETRA import file
- Any Services not explicitly mentioned in the 'Proposed Solution' section, and any additional requirements will result in a change order
- In the event additional hours are required to effectively complete this SOW, a request will be made for the number of hours needed.
- If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, Murfreesboro will be responsible for all costs associated with reconfiguring the system

Payment Terms

This SOW will be invoiced by the following milestones:

Milestone Payment (MP)	
MP1: Upon signing this SOW	\$8,160
MP2: Upon delivery of the interfaces in the Test system	\$8,160
MP3: Upon delivery of the interfaces in the Production system	\$4,080
Total	\$20,400

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or new requests, a request for a Change Order will be required with an additional cost
- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- Notice of cancellation of work under this SOW must be received in writing

- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced and will be proportionate to the total hours anticipated above at the rate of \$210/hr.
- Each party hereto agrees, acknowledges and confirms that, except to give meaning and
 effect to the amendments set forth in this SOW, the Master Agreement remains in full
 force and effect, are hereby ratified and confirmed in all respects and are binding upon
 the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing Murfreesboro's systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Murfreesboro's CIS needs. All development work completed by Advanced will be communicated, in advance, to Murfreesboro's Project Manager so that Murfreesboro's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Murfreesboro if not in scope

Expenses

Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement (i.e., the Software License Agreement, Software Implementation Services Agreement, and Support and Maintenance Agreement executed on May 2, 2013) as well as any executed Support and Maintenance amendments remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:

- 1. Advanced Resource (Client Services Technical Consultant who is assigned the project)
- 2. Advanced Manager (Client Services Team Lead)
- 3. Advanced Sponsor (Director of Client Services)

Standard of Care/Warranty Disclaimer & Limitation of Liability

The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by

PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined
- Additional work will require a Change Order

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

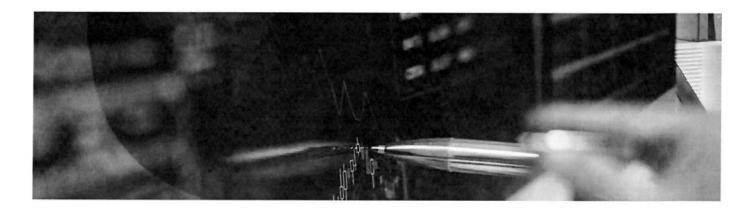
Authorized by Murfreesboro:		Authorized by Advanced Utility Systems:	
		Y. H. Jiwyee	
			Oct. 29th,2024
Name	Date	Name	Date

Signed by:
APPROVED AS TO EORM
Adam Tucker
Adam #BAPBGEESCIFF94QHorney

Itron 163 175

Temetra

Transforming Utility Data Collection and Management



THE EVOLVING UTILITY LANDSCAPE

Navigating Disparate Systems:

Utilities often have different types of technologies in their data collection network, acquired over time, with varying replacement timelines. Managing data collected from these diverse technologies makes it difficult for utilities to have a truly unified view of their operations. Modern utilities face the daunting task of navigating and integrating these diverse technologies, from handheld devices to Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI). Efficiently collecting and organizing data across these systems is crucial for informed decision-making and operational success.

Enhancing Customer Interactions:

When utilities receive a billing inquiry or customer complaint, being able to look at customer usage trends and potential issues throughout their distribution system is essential for resolving the issue and involving the customer in a solution. Utilities struggle to improve customer interactions, especially with inquiries and billing disputes, because they lack detailed data to provide accurate answers. Accurate and accessible data ensures a seamless customer experience and expedites issue resolution.

Efficient Data Management:

As utilities transition to Advanced Metering Infrastructure (AMI), they gain access to massive amounts of data – about their customers, about their distribution system and about their operations. To avoid billing discrepancies, customer dissatisfaction, and operational inefficiencies, it is essential to start with a powerful data management system that ensures data accuracy and reliability. Robust data management systems are essential for maintaining operational excellence and meeting customer expectations.

Leveraging Data for Insights:

Collecting data is only the first step – utilities must efficiently manage this information to leverage valuable insights. Using a robust data management platform, data storage can transform vast amounts of information into a data warehouse. With analytic tools, utilities can derive actionable insights and ensure operational efficiency. Effective data management supports community engagement, conservation efforts, and environmental stewardship by giving consumers comprehensive access to data.

These challenges highlight the complexities utilities face in managing data, enhancing customer interactions, and optimizing operational efficiencies in today's modern landscape.

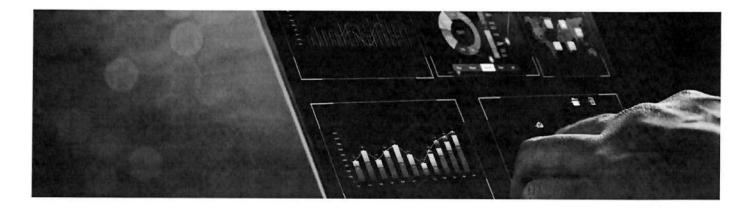
INTRODUCING TEMETRA

Your Comprehensive Data Collection and Management Solution

Temetra™ is a cutting-edge cloud-based data collection and management system designed to work seamlessly with multiple collection technologies from handheld devices to Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) across the utility's network. Temetra combines all your data into one platform, serving as a centralized hub for your utility's data, with flexibility and scalability to manage and integrate data as your metering operations progress over time. Temetra enables efficient data collection, thorough analysis, and prompt action, making it the ideal solution for modern utilities.



Customer service destroyed helps you see meter resos, alerts, and consumption in one view to respond to customer questions.



Configurable Dashboard for Actionable Insights

Temetra has configurable dashboards which can be customized to show you the data most important to your needs and preferences. This feature ensures that you can monitor key metrics, track performance, and make data-driven decisions quickly and efficiently.



- » User-Friendly Interface: An intuitive layout that makes navigation and data interpretation straightforward.
- » Custom Widgets: Add, remove, and configure widgets to display the most relevant data points.
- » Near Real-Time Data: Access data to stay informed and responsive,
- » Alerts and Notifications: Set up custom alerts to notify you of important changes or anomalies in the data.
- » Comprehensive Reporting: Generate detailed reports to share insights and support strategic planning.

FEATURE-RICH FOR TAKING MORE ACTIONS

Ternetra offers a comprehensive suite of features, including:

Data Visualization and Analytics

- » Data visualization on maps
- » High-level analytics
- » Advanced search capabilities
- » Standard and ad hoc reporting

Operations and Management

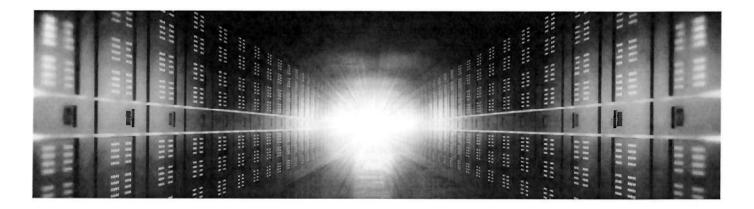
- » Meter geolocation
- » Simplifies verification and validation procedures
- » Automated billing schedules
- » Long-term data storage
- » Asset management
- » Route management and optimization
- » Meter/device photo storage
- » Flexible data export and file transfer

Support and Customer Service

» Customer service support tools

Secure Data Centers

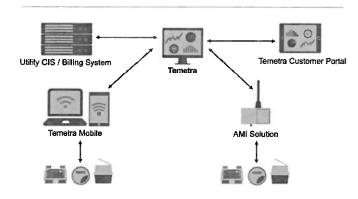
Temetra data is stored in highly secure and reliable local data centers. Service providers can vary, based on the utility, country, or region's data storage requirements. Security is assured through SSAE 16 SOC 2 Type II – certified data centers and internal operation and maintenance security controls based on industry best practices derived from ISO 27002. Itron's 24/7 operations center staff manage and monitor all SaaS environments.



Flexible Approach to Integration and File Transfer

Temetra offers a range of integration options designed to simplify the process and enhance data exchange with various back-office systems.

System integration stands as a critical element within the Ternetra solution, optimizing internal business processes and enhancing the overall efficiency of utility operations. Temetra's user-friendly integration approach minimizes the potential risks, scheduling challenges, and costs associated with project implementation.



Automated File Transfers: System integration with Temetra relies on automated file transfers using secure methods like SFTP. Files are exchanged between Temetra and utility backoffice systems, following scheduled transfers or ad hoc requests.

Standard File Formats: Temetra supports CSV and other formats compatible with most back-office systems for data export and web app reporting.

Data Exchanges: Utility systems interact with Temetra via secure HTTPS file transfers which can be automated through the use of API calls. Temetra offers versatile tools for data transfer, including:

» Temetra Interface: Allows users to manage file transfers through Temetra's user interface.

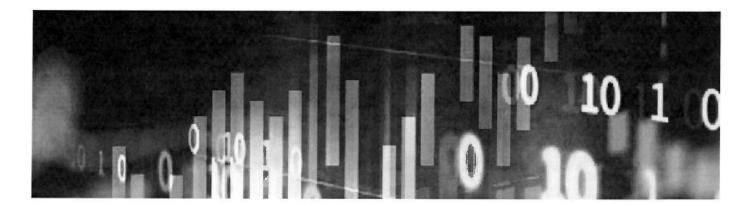
- » Automated SFTP File Transfers: Configurable automated transfers using SFTP, supported by Itron Professional Services.
- » REST APIs: Enable automated data exchanges through REST API calls, requiring customization with detailed online API documentation provided.

These methods facilitate seamless data integration and management between Ternetra and utility operations.

Customer Web Portal

The Customer Web Portal allows you to proactively inform your customers of abnormal usage, thereby reducing billing complaints. In addition, customers can monitor their usage over time, allowing them to take steps to reduce their monthly bill.

- » Web Portal Access: Temetra's web portal provides consumers with easy access to their personal consumption data, allowing them address potential issues without relying on utility notifications or high water bills to take action.
- » Timely Consumption Insights: Customers can view and manage their usage with consumption data available in 15-minute, hourly, daily, monthly, and yearly intervals, all through the Ternetra web portal.
- » Consumer Empowerment: The platform encourages consumer awareness and proactive conservation, offering timely consumption data, historical insights, and early alerts. This reduces reliance on utility communications and empowers individuals to take preventive measures.
- » Customer Set Alarms: It is a simple and seamless process for AMI customers to set up personalized alarms for the moment their usage goes beyond a predefined threshold, or other parameters which make sense based on their historic usage patterns.
- » Location Map: The map view confirms that the customer is in fact seeing data about the proper location. This is particularly useful if the customer owns or manages multiple locations that may be served under different accounts.



UNLOCK THE POTENTIAL OF YOUR DATA

Experience the transformative power of streamlined data collection and management with our advanced solution. Whether you're facing challenges with disparate data sources, inefficient processes, or limited insights, we have the tools and expertise to help.

Powerful, Scalable, Secure

- » Real-Time Meter Data Processing: Enables timely monitoring and decision-making based on up-to-date data, enhancing operational efficiency and responsiveness.
- » Secure Cloud-Based Architecture: Ensures data security and accessibility, allowing for scalable growth without compromising information integrity.
- » Compatibility Across Meter Types: Provides flexibility to integrate and manage diverse meter technologies, optimizing utility operations and investments.
- » Seamless Transition Between Read Types: Simplifies technology upgrades and transitions, minimizing disruptions and maintaining data continuity.
- » Secure Data Storage: Supports long-term data retention and analysis, facilitating informed decision-making and compliance with regulatory requirements.
- » Map-Based Network Understanding: Enhances visual insights into network infrastructure, facilitating efficient planning, maintenance, and troubleshooting.

» Comprehensive Audit Trail: Ensures transparency and accountability in data management and operational processes, supporting compliance and risk management efforts.

These benefits collectively contribute to improving operational efficiency, enhancing data security and accessibility, optimizing resource utilization, and supporting regulatory compliance within utility management.

WHY ITRON?

- » Temetra has demonstrated scalability, accommodating thousands of customers ranging in size from several hundred meters to several million, with more than 40 million endpoints hosted globally.
- » Comprehensive Solutions: Our platform offers robust features to integrate, organize, and analyze data from various sources seamlessly.
- » Proven Outcomes: Learn from successful implementations across industries where our solution has optimized operations and driven actionable insights.

Don't miss the opportunity to transform your data into a strategic asset. Embark on a journey towards smarter data management and operational excellence with Temetra.

Schedule a personalized demo with our experts to see how our solution can address your specific needs and challenges.

TEMETRA AT A GLANCE



Multiple technologies, multiple manufacturers



Updates Pushed Continuously improved



High Performance, Scalable Platform



Customers in more than 100 countries



To learn more visit itron.com

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:
Cityworks-Customer Information System (CIS) Integration

Department:
Water Resources

Presented by:
Valerie Smith

Requested Action:
Ordinance Resolution Motion

Summary

Consider Statement of Work (SOW) from Advanced Utility Systems to integrate a work order tracking in the Department's asset management software platform.

Direction

Information

Staff Recommendation

Approve SOW from Advanced Utility Systems. The Water Resources Board recommended approval of these revisions on August 27, 2024.

Background Information

In connection with implementation of Asset Management Software (AMS) at WRD Operation & Maintenance to improve Work Order (WO) systems, the decision was made to include Service Order (SO) processes, generally related to meter reading. Often times there is crossover between Work Order and Service Order tasks related to meters.

This improvement will allow Work Orders, associated with a meter/customer, performed by service crews to be automatically noted on a customer's account in our Customer Information Software and billing system. This will improve staff's ability to research and provide information to customers.

Advanced and True North will work together to configure the processes and incorporate into Cityworks AMS. After implementation, we will retire our mobile module in our CIS software. This will save future annual support charges.

Council Priorities Served

Responsible budgeting

Integrated software automates many functions between software platforms and reduces staff time on processes. Also reduces risk of errors.

Fiscal Impact

The expense, \$55,900, will be funded from Water Resources working capital reserves.

Attachments

Advanced Utility Systems SOW





Client	Murfreesboro	Client Contact	Doug Swann
Quote Effective Date	October 29th, 2024	Prepared By	Tanuja Kancherla
Reference Number	AT83322	Client PO	
Description	Statement of Work (SOW): CityWorks Integration using REST API		

Client Request

Murfreesboro is requesting a statement of work from Advanced Utility Systems (Advanced) to for installing the CIS Rest API to have the ability to integrate in real time and more efficiently with third party vendors like Cityworks which will integrate with CIS in real time.

Proposed Solution

The services to be provided under this SOW are as follows:

- Installing CIS Rest API in Test.
- Installing CIS Rest API in Prod.
- CityWorks Integration Discovery and Implementation.
- Use Cases for Cityworks Integration

#	Title	User Story	Use Case	Responsible
1	CIS2CWSO	When creating or updating a service order of a specific type in CIS Infinity, CIS will post the service order details to Cityworks.	CIS2CW_SO_New CIS2CW_SO_Update CIS2CW_SO_Canc el	AUS
2	CW2CISSO	When adding a work order in Cityworks or updating a CIS-linked work order in Cityworks, Cityworks will post the service order updates to CIS Infinity. (Not a part of this SOW as this workflow would be handled by Cityworks)	CW2CIS_SO_New CW2CIS_SO_Update CW2CIS_SO_Complete CW2CIS_SO_Canc el	Cityworks
3	CW2CISMet erOperation	When meter operations or Backflow devices operations are completed on a CIS-	CW2CIS_MeterAdd CW2CIS_MeterRemove	Cityworks

		linked work order in Cityworks, Cityworks will post the meter operation(s) to CIS Infinity. (Not a part of this SOW as this workflow would be handled by Cityworks)	CW2CIS_MeterExchange CW2CIS_MeterModi fy	
4	CW2CISInfo rmationalRe adsAnd Billing Reads	When SO that requires a read are completed on a CIS- linked work order in Cityworks, Cityworks will post the record to CIS Infinity. (Not a part of this SOW as this workflow would be handled by Cityworks)	CW2CIS_InformationalRea ds CW2CIS_ActualRea ds	Cityworks

Cost

The cost for doing the API configuration is estimated to be \$10,000.00 USD. Plus, an annual reoccurring REST API license fee of \$22,200.00 USD. The cost for successfully implementing the request is \$45,900.00 USD.

Assumptions

The following assumptions are made to complete the necessary details within this SOW:

- The information and processes to be exchanged/developed between CIS and other systems are subject to change upon further inspection and discovery of the systems' processes.
- The integrations above requires REST API to be enabled.
- The cost of the REST API requires additional annual fee
- Any Services not explicitly mentioned in the 'Proposed Solution' section, and any additional requirements will result in a change order
- In the event additional hours are required to effectively complete this SOW, a request will be made for the number of hours needed.
- If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, Murfreesboro will be responsible for all costs associated with reconfiguring the system

Payment Terms

This SOW will be invoiced by the following milestones and Advanced will provide the invoice prior to payment:

The annual REST API Fee is recurring each year and is due upon installation of REST API on the Test environment and is prorated from the date of installation to align with the current billing period and invoiced immediately. The full REST API fee will be collected each year thereafter with the same terms as the Support and Maintenance Agreement

Milestone Payment (MP)	Amount
MP1: Upon signing this SOW	\$4,000
MP2: Upon Installation of REST API in the Test system	\$3,000
MP3: Upon Installation of REST API in the Production system	\$3,000
MP4: Upon conducting the Discovery and delivery of the discovery document	\$4,590
MP5: Upon delivery of the configuration in the Test system	\$32,130
MP6: Upon delivery of the configuration in the Production system	\$9,180
Total	\$55,900

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or new requests, a request for a Change Order will be required with an additional cost
- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- Notice of cancellation of work under this SOW must be received in writing
- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced and will be proportionate to the total hours anticipated above at the rate of \$210/hr.
- Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing Murfreesboro's systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Murfreesboro's CIS needs. All development work completed by Advanced will be communicated, in advance, to Murfreesboro's Project Manager so that Murfreesboro's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Murfreesboro if not in scope

Expenses

Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement (i.e., the

Software License Agreement, Software Implementation Services Agreement, and Support and Maintenance Agreement executed on May 2, 2013) as well as any executed Support and Maintenance amendments remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:

- 1. Advanced Resource (Client Services Technical Consultant who is assigned the project)
- 2. Advanced Manager (Client Services Team Lead)
- 3. Advanced Sponsor (Director of Client Services)

Standard of Care/Warranty Disclaimer & Limitation of Liability

The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined
- Additional work will require a Change Order

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

Authorized by Murfreesboro:	Authorized by Advanced Utility Systems:
	Y. H. Jingee
	Oct.29th,2024

Name Date Name Date

Approved as Totory

Adam f Andre Clip Allomey

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Overall Creek Pump Station (OCPS) – Change Order No. 3

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider Change Order No. 3 to add days to the contract to complete the work associated with this project.

Staff Recommendation

Approve Change Order No. 3. The Water Resources Board recommended approval of this matter on October 22, 2024.

Background Information

The installation of the bypass connection will allow O&M to shut down the PS to replace valves and for future maintenance. The hourly labor rate for this work is the same but the material costs are more because the size of the forcemain and the bypass connection are larger for the SWRPS. O&M received quotes from three different contractors for this work and the prices were all within \$2,000 of each other. The most efficient option is change ordering the work into the OC contract due to remaining funds in the contract and the contractor, Blakley Construction, still being on site and finalizing the work on the OCPS.

The cost of the work, \$81,000, is covered by remaining contingency and unspent contract unit prices. Change Order No. 3 is required for the time extension of 157 days.

Council Priorities Served

Responsible budgeting

Utilizing and existing contract utilizes resources and funds in the most cost effective manner and gets the works done as efficiently as possible.

Fiscal Impact

Change Order No. 3 extends the contract time but does not change the contract amount.

Attachments

- 1. Change Order No. 3
- 2. CCF 15



CHANGE ORDER NO. 03

Date Issued for Approval:	October 15, 2024		Effective Date:		
Project:	Overall Creek PS & FM Expansion – Contract 1		Contract No.:	1	
Owner:	City of Murfreesboro		Owner Project No.:	N/A	
Engineer:	Smith Seckman Reid, Ir	ıc.	SSR Project No.:	1941018.0	12
Contractor:	Blakley Construction Se	rvices, LLC	Government Project No.:	N/A	
			e changes described below, and a plicable portions of the Contract Do		materials, and
	ange (Including Locatio cription of Change Summ		erefore):		
Enclosures and R See attached "List					
		AMOUNT			CONTRACT TIME
Original Contract P	rice	\$4,963,947.00	Substantial Completion Date Price	or to Change Order	8/27/2024
Contract Price Prio	r to Change Order	\$4,963,947.00	Final Payment Date Prior To Cha	ange Order	9/27/2024
Net Amount This C	hange Order	\$0.00	Net Time This Change Order		157 days
Revised Contract F	Price	\$4,963,947.00	Revised Substantial Completion	Date	01/31/2025
			Revised Final Payment Date		03/03/2025
Remarks: 1. The party initi	ating the change order re	quest is: [☐ Contractor	☐ Engineer	
compensation for a		in the work, including	unts provided for herein will be acc ng all direct and indirect costs, and alt of said changes.		
Recommended for Approval by Engineer (authorized signature): Date: 10/15/2024			24		
Authorized for Owner by (authorized signature):			Date:		
Accepted for Contractor by (authorized signature):			f. Macho	Date: 10/15	/2024
Approved by Funding Agency (authorized signature, if applicable): Date:					

Signed by:
APPROVED AS TOHORM/Jucker
Adam 1-7 103867. City Attorney



CHANGE ORDER NO. 03

Page 2

Description of Change Summary:

1.	CCF No. 15. Bypass Pump Connection at the Southwest Regional PS.	
	Total Add Cost	\$81,000.00
	Total Time Change	
2.	Credit for Unused Schedule B Item 3 – Cash Allowance for Signage Requirements.	
	Total Credit Cost	\$(1,384.00)
3.	Credit for Unused Schedule B Item 4 – Cash Allowance for Wetwell Repair.	
	Total Credit Cost	\$(2,000.00)
4.	Credit for Unused Schedule B Item 5 – Cash Allowance for Electrical Service.	
	Total Credit Cost	\$(10,000.00)
5.	Credit for Unused Schedule B Item 6 – Cash Allowance for Construction Permits.	
	Total Credit Cost	\$(21,508.00)
6.	Credit for Unused Schedule C Item 9 – Cost to Demobilize and Remobilize.	
	Total Credit Cost	\$(2,538.00)
7.	Credit for Unused Schedule C Item 10 – Earth Excavation and Replace.	
	Total Credit Cost	\$(8,650.00)
8.	Credit for Unused Schedule C Item 11 – Rock Excavation and Replace.	
	Total <u>Credit</u> Cost	\$(13,650.00)
9.	Credit for Unused Schedule C Item 12 – Granular Backfill.	
	Total <u>Credit</u> Cost	\$(9,300.00)
10.	Credit for Unused Schedule C Item 13 – Class B Concrete.	
	Total <u>Credit</u> Cost	\$(6,508.00)
11.	Credit for Unused Schedule C Item 14 – Mix B Concrete with Reinforcing.	
	Total Credit Cost	\$(5,462.00)
7	TOTAL CHANGE ORDER NO. 03	\$0.00
-	TOTAL DAVE CHANCE ODDED NO. 02	155 DANG
	TOTAL DAYS CHANGE ORDER NO. 03	15/ DAYS

List of Attachments:

1. CCF 15.



CHANGE CONTROL FORM NO. 015

Date Issued:	10/15/2024	Project:	Overall	Creek PS	Expansion - Contr	act 1	
Project No.:	1941018.0	Contractor:	Blakley	Construct	ion Services, LLC		
This Document	is a: 🛛 Request fo	r	d Order		Work Change Directive		Contractor Change Request
Description of C	hange (attach necessal	ry supporting doc	umentati	on):			
Station. The example bypass shall income Tapping W/ 2" C	MWRD requested that a pump bypass connection be installed on the force main at the Southwest Regional Pumping Station. The exact location of the bypass connection will be coordinated in the field with MWRD. The materials for the bypass shall include: 36"x16" Fabricated Steel Epoxy Coated Tapping Sleeve, 16" Flanged x MJ RW Gate Valve for Tapping W/ 2" Operating Nut (Vertical Installation) AWWA C-515 (AFC 2516), Standard CI Valve Box with Lid, 16" DIP, 16" 90 degree bends, 16" Cap.						
Blakley is reque	sting a 157-day contra	act extension to	comple	ete this wo	ork.		
The unused bid this CCF.	d item numbers 3, 4,	5, 6, 9, 10, 11,	12, 13,	and 14 v	vill be used to p	ay for th	ne total of <u>\$81,000</u> of
Initiated By:	Contractor			Owr	ner 🔲 R	esident P	roject Representative
Drawing(s) Refe	rence: N/A		S	ec. Refer	ence: N/A		
RFI Reference:	N/A		Da	ate of RFI:	N/A		
Attachments: B	lakley cost breakd	own. Bypass	conne	ection a	oproximate loc	ation.	
	RI	QUEST FOR PR	ROPOSA	L/CHANG	E REQUEST		
We propose to Cost and Contract		or make the	Claim	described	above for the	following	change in Contract
✓ No Change i	n Contract Amount is Re	equired			in Contract Amour		
■ No Change i	n Contract Time is requi	red	\square	A Change	in Contract Time is	s Require	d: 157 days
	to proceed to make the Time will be determined	changes to the V	Vork des		his Work Change	Directive.	Any change in Contract
		F	IELD OF	RDER		· · · · · · · · · · · · · · · · · · ·	
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Engineer immediately and before proceeding with the proposed Work.							
		AUTHOR	IZING S	IGNATUR	ES	7220	
ENGINE	$\cap \cap \cap$	ONTRACTOR:		(OWNER:		ESIDENT PROJECT REPRESENTATIVE:
Describer D. 5	uder 0.17	la Canith		Shane	McFarland	т	en (Phoo
Brentley D. For	wier S. Ky (print i	le Smith		(print na			ry Rhea nt name)
Date: 10/15/20		10/15/2024					e:
Date. 10/15/20	ZH Date	10/13/2024		-	ned by:	Dai	

APPROVED AS TOFORM Tuck

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COUNCIL COMMUNICATION Meeting Date: November 7, 2024

Item Title:	City Council Meeting Minutes			
Department:	Finance			
Presented by:	Erin Tucker, City Recorder/ Chief Financial Officer			
Requested Council Action:				
	Ordinance \square			
	Resolution			
	Motion	\boxtimes		
	Direction			
	Information			

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 (Public Comment Meeting)

October 17, 2024 (Regular Meeting)

Historical Minutes

March 1, 2023 (Joint Planning Commission/ City Council Meeting)

March 2, 2023 (Public Comment)

March 2, 2023 (Regular Meeting)



City of Murfreesboro City Council – Public Comment Special Session

Thursday, October 3, 2024, at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 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 Raven Bozeman, Executive Assistant

Public Comment

Vice Mayor Shacklett called the meeting to order and announced that this special meeting was being held for public comment. He then asked Erin Tucker, City Recorder, if anyone had signed up to speak. Ms. Tucker indicated no one had signed up to speak.

Vice Mayor Shacklett gave opportunity for anyone present to come forward to speak. There was no one present who wished to speak.

There being no further business, Vice Mayor Shacklett adjourned the meeting at 5:31 p.m.

	BILL SHACKLETT
V	ICE MAYOR
ATTEST:	
ERIN TUCKER	
CITY RECORDER/ CHIEF FIANANCIAL OFFICER	R
APPROVED BY COUNCIL:	



City of Murfreesboro City Council – Regular Session

Thursday, October 17, 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 17, 2024.

Council Members Present

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

City Representatives Present

Darren Gore, City Manager
Kelley Baker, Deputy City Attorney
Roman Hankins, Deputy City Attorney
Erin Tucker, City Recorder/ Chief Financial Officer
Sam Huddleston, Assistant City Manager
Matthew Blomeley, Assistant Planning Director
Joel Aguilera, Planner
Chad Gehrke, Airport Director
Steve Jarrell, Deputy Police Chief
Valerie Smith, Water Resources Director
Brad Hennessee, Facilities Maintenance Director
Ronald Head, Information Technology Assistant Director
Mike Browning, Public Information Officer
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Mr. Wright commenced the meeting with a prayer followed by the Pledge of Allegiance.

Mayor McFarland recognized Austin Maxwell's birthday and a group of Leadership Rutherford attending the meeting.

Public Comment on Actionable Agenda Items

Mayor McFarland 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. 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)

6. 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)

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

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

Aye:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

Minutes

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

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

approval of City Council meeting minutes for January 2023, February 2023, and October 3, 2024

regular meeting. The meeting minutes were not read aloud but were presented for approval as part

of the agenda packet.

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

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

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

Shawn Wright, Shane McFarland

Nay:

None

Old Business

Land Use Matters

11. Ordinance 24-O-21 (2nd and Final Reading). 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" which passed its first reading on October 3, 2024, was offered for passage on its

second and final reading.

Mr. Wright made a motion to approve Ordinance 24-O-21 on second and final reading. Mr.

Wade 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, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

12. Ordinance 24-O-31 (2nd and Final Reading). The ordinance titled "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]" which passed its first reading on September 19, 2024, was offered for

passage on its second and final reading.

Matthew Blomeley, Assistant Planning Director, presented a Council Communication

regarding an amendment to the ordinance. The amendment makes the airport layout plan clear

and where the ordinance applies. Mr. Blomeley requested Council approve the ordinance as

amended.

Mr. Maxwell made a motion to amend Ordinance 24-O-31. Mr. Wright seconded the

motion. Upon roll call, the ordinance was amended prior to its second reading by the following

vote:

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

Shawn Wright, Shane McFarland

Nay: None

Ms. Averwater made a motion to approve Ordinance 24-O-31, as amended. 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, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

New Business

Land Use Matters

City Council Meeting Minutes October 17, 2024, 6:00 pm 13a. Public Hearing 24-OZ-35 Rezoning Property Along Willowoak Trail and Robert Rose

Drive. Matthew Blomeley, Assistant Planning Director, presented a Council Communication

regarding a rezoning for approximately 6.1 acres located at the southwest corner of Willowoak Trail

and Robert Rose Drive from PUD and GDO-1 to CH 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. Mr. Blomeley stated that a public hearing was required on the

matter.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning. Despite

sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently,

Mayor McFarland concluded the public hearing.

13b. Ordinance 24-OZ-35 (1st Reading). The ordinance titled, "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]. " was offered for passage on first reading.

Mr. Wright made a motion to approve Ordinance 24-O-35. Mr. Wade 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, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

14a. Public Hearing 24-OZ-34 (Rezoning Property Along North Maple Street). Matthew

Blomeley, Assistant Planning Director, presented a Council Communication regarding a rezoning

for approximately 0.38 acres located along the west side of North Maple Street to be rezoned from

CH and CCO to PRD 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. The revised $\,$

plan was presented to Planning Commission on September 4, 2024, wherein it voted to

recommend approval of the revised request to City Council. Mr. Blomeley stated that a public

hearing was required on the matter and introduced Clyde Roundtree of Huddleston Steel

Engineering.

City Council Meeting Minutes October 17, 2024, 6:00 pm Mr. Roundtree presented a PowerPoint presentation regarding the development. Vice

Mayor Shacklett inquired how trash would be handled. Ms. Averwater stated trash will be rolled

near the street. Mr. Maxwell asked Mr. Roundtree to confirm if the units will be rental properties.

Mr. Roundtree confirmed the intent is to sell the units and not be a rental property.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning. Despite

sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently,

Mayor McFarland concluded the public hearing.

14b. Ordinance 24-OZ-34 (First Reading). The ordinance titled, "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]." was offered for passage on first reading.

Ms. Averwater made a motion to approve Ordinance 24-OZ-34. Mr. Maxwell seconded the

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Ave:

Shawn Wright, Shane McFarland

Nay: None

15a. Public Hearing for 24-R-PSA-33 (Plan of Services and Annexation for Property

Along Westridge Drive). Matthew Blomeley, Assistant Planning Director, presented a Council

Communication regarding a Plan of Services and Annexation of approximately 0.5 acres located

along the south side of Westridge Drive west of Soldiers Honor Drive to be rezoned PRD

simultaneous with annexation. During its regular meeting on August 7, 2024, the Planning

Commission conducted public hearings on these matters and voted to recommend their approval.

Mr. Blomeley stated that a public hearing was required on the matter.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning. Despite

sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently,

Mayor McFarland concluded the public hearing.

Madelyn Scales Harris left the meeting.

15b. Resolution 24-R-PSA-33. The resolution titled, "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]" was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 24-R-PSA-33. Mr. Wade seconded the

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

Aye:

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

McFarland

Nay: None

Absent: Madelyn Scales Harris

15c. Public Hearing for 24-OZ-33 (Rezoning with Simultaneous with Annexation

Property Along Westridge Drive). Matthew Blomeley, Assistant Planning Director, presented a

Council Communication regarding approximately 0.5 acres located along the south side of

Westridge Drive west of Soldiers Honor Drive to be rezoned Planned Residential Development

(PRD) District, simultaneous with annexation. During its regular meeting on August 7, 2024, the

Planning Commission conducted public hearings on these matters and voted to recommend their

approval. Mr. Blomeley stated that a public hearing was required on the matter.

Mayor McFarland initiated the public hearing, welcoming comments on the Plan of

Services and Annexation. Despite sufficient time for input, no attendees expressed a desire to

speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

15d. Ordinance 24-OZ-33 (First Reading). The ordinance titled, "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]" was offered for

passage on first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 24-O-33. Ms. Averwater

seconded the motion. Upon roll call, the ordinance was passed on its first reading by the following

vote:

Ave:

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

McFarland

Nay:

None

Absent: Madelyn Scales Harris

City Council Meeting Minutes October 17, 2024, 6:00 pm

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Madelyn Scales Harris returned to the meeting.

16. Ordinance 24-O-32 (First Reading). Joel Aguilera, Planner, presented a Council

Communication and PowerPoint presentation regarding amending the "Food Truck Ordinance."

Public stakeholders including food truck owners and vendors, and County and City personnel were

provided opportunities for input regarding the ordinance and process changes, after which time the

Planning Commission reviewed the ordinance and voted to recommend it to Council at its June 19,

2024 meeting.

Goals of the ordinance include 1) to improve efficiency and transparency of the permitting

process and 2) to improve community understanding of the Murfreesboro Mobile Food Service

Vehicle Ordinance. The proposed changes to the ordinance include revising "food truck" to be

Mobile Food Service Vehicle (MFSV) in the ordinance, revising City Code, 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. Proposed changes to the process include 1-

page reference guide for vendors, accepting State Fire Marshal inspection approval, accepting

health department approval or inspection approval, updating existing materials on the City's

website and information on permit documents.

The ordinance titled, "ORDINANCE 24-O-32 amending the Murfreesboro City Code,

Chapter 13. Food and Food Products, Article II. Mobile Food Vending, Sections 13-20 - 13-26

regarding mobile food service vehicles (aka food trucks)" was offered for passage on first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 24-O-32. Mr. Maxwell

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, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

<u>Ordinance</u>

17. Ordinance 23-O-30 (First Reading). Roman Hankins, Deputy City Attorney, presented a

Council Communication amending the City Code regarding Chapter 4, Alcoholic Beverages

regarding certificates of compliance, deadlines for certificate holders and privilege tax. The

ordinance titled, "ORDINANCE 23-O-30 amending the Murfreesboro City Code, Chapter 4,

Alcoholic Beverages, including liquor, wine and beer" was offered for passage on first reading.

City Council Meeting Minutes October 17, 2024, 6:00 pm Page 7 of 12 Ms. Averwater made a motion to approve Ordinance 23-O-30. Mr. Wright seconded the

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

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

Shawn Wright, Shane McFarland

Nay: None

On Motion

18. Hangar Area Planning Work Authorization. Chad Gehrke, Airport Director, presented a

Council Communication regarding the 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. The maximum fee will be \$67,962 for the work authorization.

Ms. Averwater made a motion to approve the Hangar Area Planning Work Authorization with

Barge Design Solutions. Mr. Wright seconded the motion. Upon roll call, the motion was passed

by the following vote:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Ave:

Shawn Wright, Shane McFarland

Nay: None

19. Greater Nashville Regional Services Contract for Special Census Verification. Sam

Huddleston, Assistant City Manager, presented a Council Communication regarding a contract

with Greater Nashville Regional Council (GNRC) for Special Census verification services and

requested Council approve the contract for time and materials not to exceed \$160,019.

Mr. Maxwell made a motion to approve the contract with GNRC. Mr. Wright seconded the

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Ave:

Shawn Wright, Shane McFarland

Nay: None

20. Purchase of Ransom Trust Property at Front and Broad Streets. Sam Huddleston,

Assistant City Manager, presented a Council Communication regarding the purchase of four

parcels on 3 acres for roadway improvements on NW Broad and South Front Street including 204

South Front Street, 301 Northwest Broad Street, 323 Northwest Broad Street and 333 Northwest

Broad Street. He requested Council approve the Purchase and Sale Agreement with Regions Bank

as Trustee of the Ransom Family Trust, pending legal approval of final exhibits and authorize the

Mayor and City Manager sign documents necessary for completion of the real estate purchase. The

land purchase and reasonable and customary closing and due diligence costs are estimated not to

exceed \$5,500,000.

Mr. Huddleston indicated that are two active leases on the property. The Yard Sale, Inc.

lease expires March 2025 with no renewal and the Captain D's lease expires in March 2026 with a

unilateral renewal option for five years to 2031. Mayor McFarland suggested a third-party lease

management company take on the management of the Captain D's lease. Mr. Huddleston

suggested looking into buying out the lease.

Vice Mayor Shacklett made a motion to approve the purchase, sale agreement, and

authorization presented. Mr. Wade seconded the motion. Upon roll call, the motion was passed

by the following vote:

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

Shawn Wright, Shane McFarland

Nay: None

21. Purchase of Ammunition from Precision Delta Corporation. Cary Gensemer, Deputy

Chief of Police, presented a Council Communication regarding purchase of ammunition from

Precision Delta Corporation and requested Council approve the purchase in the amount of

\$142,271.

Mr. Maxwell made a motion to approve the purchase from Precision Delta Corporation. 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

22. VA Pump Station Capacity Analysis Study - SSR to Amendment No. 1. Valerie Smith,

Water Resources Director, presented a Council Communication regarding an amendment to an

engineering task order evaluating the VA pump station capacity and requested Council

approve Task Order No. 2341043.0 Amendment with Smith Seckman Reid for the Veterans

Administration (VA) Pumping Station (PS28) Study. The Water Resources Board

recommended approval at its September 24, 2024, meeting.

Mr. Maxwell made a motion to approve the task order amendment. Mr. Wade seconded the

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

City Council Meeting Minutes October 17, 2024, 6:00 pm Nay: None

23. Qatium Water Management Platform. Valerie Smith, Water Resources Director,

presented a Council Communication regarding the purchase of Qatium Water Management

software platform; a digital tool that optimizes water network performance, operations, and

design and requested Council approve the contract in the amount of \$11,800 a year for two years.

Kelley Blevins Baker, Deputy City Attorney, provided clarification on the City entering a

contract with Qatium. They are a Spanish company, out of the country of Spain, and Council will

need to approve entering a contract with a company that is not in Tennessee jurisdiction. A risk

analysis has been completed and City Legal staff feels there will be minimal issues with a breach of

contract.

Vice Mayor Shacklett made a motion to approve the contract. Ms. Averwater seconded the

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

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

24. Mitchell-Neilson and Reeves-Rogers Elementary Multi-Sport Court Installation.

Brad Hennessee, Facilities Manager, presented a Council Communication regarding two

agreements with Browning Chapman, LLC d/b/a/ Sport Court of Tennessee through the Sourcewell

Contract for multi-sport courts renovations at Mitchell-Nelson and Reeves-Rogers Elementary

Schools and requested Council approve the agreements in the amount of \$236,154.48.

Mr. Wright made a motion to approve the agreements. Vice Mayor Shacklett seconded the

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

Ave:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

Board and Commission Appointments

25 and 26. Board of Zoning Appeals Commission and Tennis and Pickleball

Commission. Mayor McFarland presented a Council Communication regarding the appointment

of a Board of Zoning Appeals member. Robert Batcheller was recommended for appointment with

a term expiration of June 30, 2027.

Additionally, Mayor McFarland presented the appointment of a Tennis and Pickleball

Commission member. Greg Coley and was recommended for appointment with a term expiration

of March 3, 2026.

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

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

Aye:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

Licensing

27. Beer Permits. Erin Tucker, City Recorder/ Chief Financial Officer, presented a Council

Communication regarding Regular Beer Permits and Special Event Beer Permits. Three Regular

Beer Permits were presented: one new location for a restaurant located at 3921 Franklin Road,

Suite F, one new location for a nightclub/bar located at 112 South Maple Street, and one

ownership/name change for a restaurant located at 1668 Memorial Boulevard. Two Special Event

Beer Permits were presented: two for The City Schools Foundation at 925 Golf Lane on November 8,

2024, and November 9, 2024, were presented for approval. Applicants met requirements for the

permits and were recommended for approval pending final building and codes inspections for the

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

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

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

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

Shawn Wright, Shane McFarland

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

28. Retiree Medical and Medicare Part D (Prescription) Plans. Erin Tucker, City Recorder/

Chief Financial Officer, presented a Council Communication regarding Retiree Medical and

Medicare Part D (Prescription) Plans and requested Council approve an agreement with Benistar

Group Retiree Health Solutions. The total estimated cost for coverage in 2025 is \$222,456.

City Council Meeting Minutes October 17, 2024, 6:00 pm Page 11 of 12 Ms. Averwater made a motion to approve the agreement with Benistar Group Retiree Health Solutions. Mr. Wade 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

Council Members and staff communicated the following general announcements:

Sam Huddleston announced that staff will be attending events throughout the weekend to go over soft notifications of the census.

There will be a S.T.E.A.M. Event this Saturday, October 19, 2024, from 9:00 a.m. until 1:00 p.m. at the Murfreesboro Municipal Airport.

There will be a Ribbon Cutting Event on October 22, 2024 at 10:00 a.m. opening the Beasie Road and River Rock Bridge. Unveiling of street sign will be presented at the November 7, 2024, meeting.

The Council Retreat is scheduled next week on Thursday, October 23, 2024, and Friday, October 24, 2024. In Manchester.

There is a Friday Night Live on the Square event tomorrow night, Friday, October 18, 2024.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:58 p.m.

	SHANE MCFARLAND
	MAYOR
ATTEST:	
ERIN TUCKER	_
CITY RECORDER/ CHIEF FINANCIAL OFFICER	3
	•
APPROVED BY COUNCIL:	



City of Murfreesboro City Council – Special Session Joint Meeting with Planning Commission

Wednesday, March 1, 2023, at 3:00 pm Municipal Airport Business Center 1930 Memorial Boulevard Murfreesboro. Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in a special session for a joint meeting with the Planning Commission at the Municipal Airport Business Center at 3:00 p.m. on Wednesday, March 1, 2023.

Council Members Present

Mayor Shane McFarland – Presiding Jami Averwater (also Planning Commission Member) Madelyn Scales Harris Austin Maxwell Bill Shacklett Kirt Wade Shawn Wright (also Planning Commission Member)

Planning Commission Present

Kathy Jones, Chair Jami Averwater (also Council Member) Bryan Prince Warren Russell Chase Salas Shawn Wright (also Council Member)

Ken Halliburton was absent and excused from this meeting

City Representatives Present

Craig Tindall, City Manager Jennifer Brown, City Recorder / Finance Director Darren Gore, Assistant City Manager Sam Huddleston, Assistant City Manager Adam Tucker, City Attorney David Ives, Deputy City Attorney Roman Hankins, Assistant City Attorney Greg McKnight, Executive Director of Development Services Matthew Blomeley, Assistant Planning Director Margaret Ann Green, Principal Planner Marina Rush, Principal Planner Holly Smyth, Principal Planner Kevin Guenther, Planner Joel Aguilera, Planner Brad Barbee, Planner Amelia Kerr, Planner Jennifer Knauf, Project Engineer Gabriel Moore, Project Engineer Katie Noel, Project Engineer Lesley Short, Assistant Finance Director Chad Gehrke, Airport Director

Ashley Fulghum, Recording Assistant

Chris Yeager, City Clerk

1 through 4. Call to Order and Determination of a Quorum

City Council. Mayor McFarland called the meeting to order for the City Council and determined a quorum was present.

Planning Commission. Chair Kathy Jones called the meeting to order for the Planning Commission and determined a quorum was present.

5 and 6. Prayer and Pledge of Allegiance

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

7. Introduction of Purpose of Meeting

Mayor McFarland explained that the purpose of the joint meeting was to go over the longrange development of the City and to discuss updates to the Future Land Use Map for 2035, density in the areas, and how to put those two together.

8. Discussion of the amendments to Chapter 4: Land Use of the Murfreesboro 2035 Comprehensive Plan and the Future Land Use Map [2019-S-102]. Greg McKnight, Executive Director of Development Services, provided an overview of how the session would proceed, detailing the different sessions, how breakout sessions would be separated and three objectives for the two bodies moving forward including 1) Education 2) Communication and Dialogue in breakout sessions, and 3) Direction. Mr. McKnight introduced Kevin Guenther of Reagan Smith who would be present regarding the land use map.

Mr. Guenter presented a PowerPoint presentation on the high-level history of the Future Land Use Map, its use in current and future planning, key points for updates, new elements and changes proposed, economic target centers, future study area, service infill line, and specific proposed changes. Mr. Guenter then answered Council member's questions from his presentation.

City Council, Planning Commission, and City Staff broke out into three groups to discuss the Future Land Use Map. Breakout session group discussions ensued with open dialogue in each group.

Upon completion of the breakout sessions, Kevin Guenter, Margaret Ann Green, and Matthew Blomeley presented and responded to questions that came up in each breakout session group. Mr. Guenter stated that there was a question about the downtown area and highlighted that the North Highland and Historic Bottoms studies adopted previously are still applying to those areas. Ms. Green spoke about Auto-Urban Residential land use. She stated that it would allow for a variety of housing types. Ms. Green stated Employment Generating land use would require the employment generating uses to come first. It must happen before the commercial or residential components of

the development. Ms. Green responded to questions from the session she led. These included

clarifications on the recommended updates to the land use map, and that the

numbers/boundaries/densities listed in the land use map were not requirements but

recommendations. Mr. Blomeley reviewed questions asked during the breakout session he led. He

stated that one of the big questions in his group was: What is business innovation and how does that

differentiate from regular industrial? Business innovation is clean manufacturing or advanced

manufacturing. He continued in his explanations by describing the differences between the land use

designations and zoning.

9. Scheduling of Planning Commission public hearing [2019-S-102] for amendments to

Chapter 4: Land Use of the Murfreesboro 2035 Comprehensive Plan and the Future Land Use

Map. Greg McKnight, Executive Director Development Services, requested a public hearing be

scheduled for the Land Use of the Murfreesboro 2035 Comprehensive Plan and the Future Land Use

Мар.

Warren Russell made a motion to set a Planning Commission public hearing for May 3, 2023.

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

Jami Averwater, Bryan Prince, Warren Russell, Chase Salas, Shawn Wright, Kathy Ave:

Jones

Nay: None

10 and 11. Adjourn Planning Commission and City Council Meeting

Planning Commission. There being no further business, Chair Jones adjourned the meeting

for the Planning Commission at 4:52 p.m.

City Council. There being no further business, Mayor McFarland adjourned the special

meeting for the City Council at 4:54 p.m.

SHANE MCFARLAND

MAYOR

ATTEST:

ERIN TUCKER

CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: __



City of Murfreesboro City Council – Public Comment Special Session

Thursday, March 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, March 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 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. Mayor McFarland reviewed the procedures for speaking and invited those present to come forward when they heard their name called. The following individuals addressed the Council.

Isaac Gilliam, 911 Kay Street, spoke regarding the letter banning the Tennessee Equality Project from getting a permit. He was not in favor of the ban on Tennessee Equality Project.

Charles Runion, 6510 Halls Hill Pike, signed up to speak on planning requiring him to submit an online application; however, he was not present.

Roberta Chevrette, MTSU employee (Nashville), spoke regarding the letter banning the Tennessee Equality Project from getting a permit. She asked Council to rescind the letter banning Tennessee Equality Project.

Adam Seaborn, 2726 Crosswoods Drive, spoke regarding Medical Center traffic issues. He was concerned about the speeding, reckless driving, and noise along Medical Center Parkway.

Ray Bennett, Indian Hills, spoke regarding the WastAway project. He was concerned about the project and did not approve of the rezoning of the area near where he lives to Heavy Industrial Use.

Mayor McFarland gave opportunity for anyone present to come forward to speak. There was no one present who wished to speak.

There being no further business, Mayor McFarland adjourned the meeting at 5:50 p.m.

	SHANE MCFARLAND MAYOR
ATTEST:	
ERIN TUCKER CITY RECORDER/ CHIEF FINANCIAL OFFICER	
APPROVED BY COUNCIL:	



City of Murfreesboro City Council – Regular Session

Thursday, March 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, March 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
Darren Gore, Assistant City Manager/ Water Resources Director
Randolph Wilkerson, Employee Services Director
Margaret Ann Green, Principal Planner
Sam Huddleston, Executive Director of Development Services
Marina Rush, Principal Planner
Chad Gehrke, Airport Director
Mark McCluskey, Fire Rescue Chief
Gerald Lee, GIS Director
Tracy Brown, Street Department Assistant Director
Jim Kerr, Transportation Director
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order. Madelyn Scales Harris commenced the meeting with a prayer followed by the Pledge of Allegiance.

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. Donation of Used Equipment to Various Law Enforcement Agencies (Police)
- **3**. BG Jones & Company, LLC Contract Amendment No. 1 for the Bradyville Pike Reconstruction (Transportation)
- **4.** Contract Amendment with Kimley Horn for the Memorial Boulevard Traffic Signal Improvements Project (Transportation)

5. Gregory Peck and Associates Contract Amendment No. 2 for Bradyville Pike Reconstruction (Transportation)

6. Pipe and Materials for Dr. Martin Luther King Jr. Boulevard Project (Water Resources)

Vice Mayor Shacklett made a motion to approve the Consent Agenda. Ms. Averwater

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

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

Shawn Wright, Shane McFarland

Nay: None

Old Business

Ordinance

7. Ordinance 23-O-10 (2nd and Final Reading). The ordinance titled "ORDINANCE 23-O-10

amending the Murfreesboro City Code, Chapter 21.5, Parks and Recreation, Articles II and III,

creating a Tennis Commission" which passed its first reading on February 16, 2023, was offered for

passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 23-O-10. Ms. Averwater 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, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: N

None

8. Ordinance 23-O-06 (2nd and Final Reading). 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"

which passed its first reading on February 2, 2023, was offered for passage on its second and final

reading.

Mr. Wade made a motion to approve Ordinance 23-O-06. Ms. Averwater 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, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

New Business

Resolution

City Council Meeting Minutes March 2, 2023, 6:00 pm Page 2 of 15 9. Resolution 23-R-02. Randolph Wilkerson, Employee Services Director, presented a

Council Communication summarizing two Public Entity Partners grants and the allocation of those

funds. The resolution titled, "RESOLUTION 23-R-02 Authorizing the City of Murfreesboro to

participate in Public Entity Partners Safety Partners Matching Grant Program and Cyber Security

Matching Grant Program" was offered for passage on its first and only reading.

Ms. Scales Harris made a motion to approve Resolution 23-R-02. 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

Ordinance

10a. Public Hearing 23-O-01 (Salem Highway and Barfield Road Special Sanitary Sewer

Assessment District). Darren Gore, Assistant City Manager/ Water Resources Director, presented a

Council Communication regarding a revision to the Salem Highway and Barfield Road Sanitary Sewer

Special Assessment District to recoup expenses associated with sewer improvements in the area.

Mayor McFarland stated that a public hearing was necessary. Mayor McFarland initiated the public

hearing, welcoming comments on the assessment revision.

Despite sufficient time for input, no attendees expressed a desire to speak on the matter.

Consequently, Mayor McFarland concluded the public hearing.

10b. Ordinance 23-O-01 (1st Reading). The ordinance titled, "ORDINANCE 23-O-01

amending Chapter 33 of the Murfreesboro City Code by amending Section 33-205, revising 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 reading.

Mr. Maxwell made a motion to approve Ordinance 23-O-01. Ms. Averwater 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, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

Land Use Matters

11a. Public Hearing 23-OZ-02 (Rezoning property along Memorial Boulevard). Margaret

Ann Green, Principal Planner, presented the recommendation of the Planning Commission to

approve Ordinance 23-OZ-02 on first reading to rezone property on Memorial Boulevard. B&N Patel

City Council Meeting Minutes March 2, 2023, 6:00 pm submitted a zoning application [2022-426] for approximately 4.1 acres located along the East side of

Memorial Boulevard to be rezoned from Single Family Residential Fifteen (RS-15) District to Planned

Commercial Development (PCD) District. Matt Taylor of Sight Engineering Consultants, Inc. (SEC)

presented a PowerPoint presentation regarding plans for the project called Memorial Plaza and

discussed the need for zoning changes. Mayor McFarland stated a public hearing was needed.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning. The

following individuals addressed the Council:

1. Robert Fowler, 129 Brentmeade Drive, stated that he is not concerned about the

development itself, but is concerned about the traffic in the area. He asked Council to

reconsider using the Brentmeade stub.

2. Harold Richardson, 133 Brentmeade Drive, is opposed to the rezoning. He is asking the

Council to consider traffic issues on Brentmeade Drive when making their decision.

Mayor McFarland asked if anyone else wished to speak on the matter. Despite sufficient

time for input, no additional attendees expressed a desire to speak on the matter. Consequently,

Mayor McFarland concluded the public hearing.

11b. Ordinance 23-OZ-02 (1st Reading). The ordinance titled, "ORDINANCE 23-OZ-02

amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as

heretofore amended and as now in force and effect, to rezone approximately 4.1 acres located east

of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned

 $Commercial\ Development\ (PCD)\ District\ (Memorial\ Plaza\ PCD);\ B\ \&\ N\ Patel,\ applicant,\ [2022-426]."$

was offered for passage on first reading.

Mr. Wright made a motion to approve Ordinance 24-OZ-02. Ms. Averwater 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, Kirt Wade,

Shawn Wright, Shane McFarland

Nay:

None

12a. Public Hearing of 23-R-PS-03 and 23-R-A-03 (Plan of Services for and Annexation of

approximately 0.81 acres located along South Church Street and Highfield Drive). Marina Rush,

Principal Planner, presented a Council Communication with the recommendation of the Planning

Commission to approve resolutions 23-R-PS-03 and 23-R-A-03 pertaining to the Plan of Services and

Annexation of 0.81 acres located at the corner of South Church Street and Highfield Drive (Tax Map

Parcel 1250, Group A, Parcel 00300; Highfield Drive ROW). Ms. Rush stated a public hearing was

needed.

Mayor McFarland announced that he would be abstaining from discussion on the plan of

services, annexation and zoning on this item.

Mayor McFarland initiated a public hearing, welcoming comments on the plan of services

and annexation. He explained that this public hearing would be separate from the zoning public

hearing. Mayor McFarland asked if anyone wished to speak on the matter. Despite sufficient time for

input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland

concluded the public hearing.

12b. Resolution 23-R-PS-03 Plan of Services. The resolution titled, "RESOLUTION 23-R-

PS-03 to adopt a Plan of Services for approximately 0.81 acres located along South Church Street

and Highfield Drive, Sam Williard, applicant [2022-507]" was offered for passage on its first and

only reading.

Ms. Averwater made a motion to approve Resolution 23-R-PS-03. Vice Mayor Shacklett

seconded the motion. Upon roll call, the resolution was passed on its first and only reading by the

following vote:

Aye:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade,

Shawn Wright

Nay:

None

Abstain: Shane McFarland

12c. Resolution 23-R-A-03 Annexation. The resolution titled "RESOLUTION 23-R-A-03 to

annex approximately 0.81 acres located along South Church Street and Highfield Drive (Tax Map

125O, Parcel 00300), and to incorporate the same within the corporate boundaries of the City of

Murfreesboro, Tennessee, Sam Williard, applicant [2022-507]" was offered for passage on its first

and only reading.

Mr. Wright made a motion to approve Resolution 23-R-A-03. Ms. Averwater seconded the

motion. Upon roll call, the resolution was passed on its first and only reading by the following vote:

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Ave:

Shawn Wright, Shane McFarland

Nay:

None

12d. Public Hearing 23-OZ-03 (Rezoning property along South Church Street) Marina

Rush, Principal Planner, presented the companion rezoning recommendation to Planned

Commercial Development (PCD), simultaneous with annexation. The Planning Commission

approved the rezoning after holding a public hearing on January 11, 2023.

Matt Taylor, applicant representative, from Site Engineering Consultants Incorporated, (SEC)

presented a PowerPoint presentation on the building design for the project called South Church

Corner.

Mayor McFarland opened the floor to questions from the Council. Seeing no questions,

Mayor McFarland stated a public hearing was necessary and initiated the public hearing, welcoming

comments on the rezoning. Despite sufficient time for input, no attendees expressed a desire to

speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

12e. Ordinance 23-OZ-03 (1st Reading). The ordinance titled, "ORDINANCE 23-OZ-

03 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 0.81 acres located along

South Church Street and Highfield Drive as Planned Commercial Development (PCD); Salem

Investment Properties, applicant [2022-428]" was offered for passage on first reading.

Ms. Averwater made a motion to approve Ordinance 23-OZ-03. Mr. Wade 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, Kirt Wade,

Shawn Wright

Nay:

None

Abstain: Shane McFarland

13a. Public Hearing of Resolution 23-R-PS-04 and Resolution 23-R-A-04 (Plan of Services

for and Annexation of property along Butler Drive). Marina Rush, Principal Planner, presented a

Council Communication with the recommendation of the Planning Commission to approve

resolutions 23-R-PS-04 and 23-R-A-03 pertaining to the Plan of Services and Annexation for

approximately 22.32 acres located along the west side of Butler Drive and North of Joe B. Jackson

Boulevard. Ms. Rush stated a public hearing was needed on this matter.

Mayor McFarland initiated a public hearing on the Plan of Services and Annexation,

welcoming those interesting in speaking to come to the podium. The following individuals

addressed the Council.

1. Sherry King Murray owns property in the area and is opposed to annexation of the

property as she is concerned about how the annexation will affect her surrounding

property.

2. Randall Upchurch, 5838 Elam Road, is opposed to the zoning explaining how it might

affect the surrounding property owners. Mayor McFarland stopped Mr. Upchurch and

told him that he was welcome to continue speaking, but what he was talking about was

more relevant to the zoning and not the annexation and plan of services, if he would like

to wait and speak then. Mr. Upchurch decided to wait to speak at the zoning public

hearing.

Mayor McFarland asked if anyone else wished to speak on the annexation and plan of

services. Despite sufficient time for input, no additional attendees expressed a desire to speak on

the matter. Consequently, Mayor McFarland concluded the public hearing.

13b. Resolution 23-R-PS-04. The resolution titled, "RESOLUTION 23-R-PS-04 to adopt a

Plan of Services for approximately 22.32 acres located along the West side of Butler Drive and

North of Joe B Jackson Boulevard, City of Murfreesboro Administration, applicant [2022-508]" was

offered for passage on its first and only reading.

Ms. Averwater made a motion to approve Resolution 24-R-PS-04. Mr. Wright seconded the

motion. Upon roll call, the resolution was passed on its first and only reading by the following vote:

Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane Ave:

McFarland

Nay: Austin Maxwell, Kirt Wade

13c. Resolution 23-R-A-04 Annexation. The resolution titled, "RESOLUTION 23-R-A-04 to

annex approximately 22.3 acres located on Butler Drive, (Tax Map 126, Parcel 0460], and to

incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, City

of Murfreesboro Administration, applicant [2022-508]" was offered for passage on its first and only

reading.

Mr. Wright made a motion to approve Resolution 23-R-A-04. Ms. Averwater seconded the

motion. Upon roll call, the resolution was passed on its first and only reading by the following vote:

Jami Averwater, Madelyn Scales Harris, Bill Shacklett, Shawn Wright, Shane Ave:

McFarland

Nay: Austin Maxwell, Kirt Wade

13d. Public Hearing of 23-OZ-04. Marina Rush, Principal Planner, presented the

recommendation of the Planning Commission to approve Ordinance 23-OZ-04 pertaining to zoning

property along Butler Drive as Heavy Industrial (HI) district. She stated that a public hearing was

requested on the zoning.

Darren Gore, Assistant City Manager/ Director of Water Resources, indicated that he lives at 2922 Chato Court and has been an Indian Hills resident since 1999. Mr. Gore presented a PowerPoint presentation regarding the WastAway project, and the steps taken to make sure this is a viable project for the City of Murfreesboro. He responded with corrections to a neighborhood flyer that had been distributed with incorrect information about the project. Council asked and

Mr. Gore answered questions regarding the Wastaway project.

Mayor McFarland initiated the public hearing and explained any questions Council would request answered after the public hearing. He invited those present who wished to speak for or against rezoning property along Butler Drive to step forward to the lectern. The following individuals addressed the Council.

1. Tommy Angelo, 3339 Mosey Lane, is opposed to the rezoning and stated that WastAway is a new company with little public information and a new process. He questioned

whether other communities of Murfreesboro's size are using waste for this purpose.

2. Randall Upchurch, 5838 Elam Road, is opposed to the rezoning. He is concerned about Riverdale and Buchanan Schools, a day care, and Stones River that are close to the proposed installation and is concerned it will not be safe and will negatively affect the

health of the people in the area. Cynthia Upchurch was also present, but did not speak.

 Sherry King Murray, 2048 Butler Drive, is opposed to the rezoning and is concerned about the truck traffic on Butler Drive and the smell of the project.

4. David Wetter, 2998 Taunton Court, is opposed to the rezoning and is concerned about

how liquid, glass, metal, ash and other byproducts would be processed and handled and

how many trucks would be needed to transport the byproducts.

5. Glenda Victory, 531 Council Bluff Pkwy, is opposed to the rezoning. She is concerned

about the traffic on Church Street, what will happen to excess trash that cannot be

processed and what is currently happening on the property.

6. J.D. Strickland, 2809 Schoolside Street, is opposed to the rezoning and is concerned

about the traffic in the area and the smell.

7. Paul Sanders, 3028 Beaufort Street, is opposed to the rezoning and is concerned about

traffic in the area and concerns about the byproduct hydrogen sulfide gas because it is

explosive.

- 8. Phylis Wade, 438 Golf View Court, is opposed to the rezoning and is concerned about the smell, whether this is the initial stage of the facility or if there will be expansion of the facility. She also expressed concern and asked questions about SEC Fuel.
- Vicki Twitty, 2915 Warpaint Court, is opposed to the rezoning and is concerned about property values being negatively impacted.
- 10. Terry Sanders, 3028 Beaufort Street, is opposed to the rezoning and is concerned about placing it in an established neighborhood area. She stated she would like to see it in an undeveloped area. She is concerned about its proximity and additional concerns.
- 11. Beth Hall, Indian Hills, is opposed to the rezoning and is concerned about the traffic at231 and the smell. She questioned whether Buccee's knows about the project.
- 12. Ken Austin, HOA President for Crossings at Savannah Ridge, 373 Golf View Court, is opposed to the rezoning and is concerned about the traffic issues involved. He also thanked the council for all the work that has been done on this project.
- 13. Gary Bagget, 1437 Haynes Drive, is opposed to the rezoning issues already brought up by others and expressed concerns about the contract with WasteAway.
- 14. Melissa Thomas, Savannah Ridge, is opposed to the rezoning and is wondering where else this has been done and if there are any case studies.
- 15. Patty Kinnie, 2739 American Horse Trail, is opposed to the rezoning and has questions about visibility of the facility from her home.
- 16. Mike Rundell, 240 South Forsyth in Savannah Ridge, is opposed to the rezoning and has related questions to previous speakers.
- 17. Mike Stroud, 193 Red Jacket Trace in Indian Hills, is opposed to the rezoning and is concerned about how anaerobic processes work.
- 18. Jo Ella Wade, 438 Golf View Court, is opposed to the rezoning and is concerned that there will be accidents at the facility that will have a negative impact on the surrounding area.
- 19. Don Mitchell, 2626 Big Eagle Trail, is opposed to the rezoning and is concerned about the reliability of an unknown company.
- 20. Michelle England, 416 Golf View Court, is opposed to the rezoning and is concerned about what will happen if WastAway fails.

Despite sufficient time for input, no additional attendees expressed a desire to speak on the

matter. Consequently, Mayor McFarland concluded the public hearing. Mayor McFarland asked Mr.

Gore and Mr. Huddleston to respond to questions from the public and addressed those present to

assure them that a great deal of considerations, research and discussion regarding this project had

occurred over the past several months.

Mr. Gore and Mr. Huddleston responded to the questions presented by Council members.

Council discussion ensued. Mayor McFarland asked Council if they had any additional questions.

Mayor McFarland addressed the need for a facility for solid waste.

13e. Ordinance 23-OZ-04 (1st Reading). The ordinance titled, "ORDINANCE 23-OZ-04

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 22.3 acres along Butler Drive

as Heavy Industrial (H-I) District, simultaneous with annexation; City of Murfreesboro Administration

Department, applicant [2022-429]" was offered for passage on first reading.

Mr. Wright made a motion to approve Ordinance 24-OZ-04. Ms. Averwater seconded the

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

Aye:

Jami Averwater, Bill Shacklett, Shawn Wright, Shane McFarland

Nay: Austin Maxwell, Kirt Wade

Abstain: Madelyn Scales Harris

Mayor McFarland recessed the meeting at 9:00 p.m. and then reconvened at 9:07 p.m.

14a. Public Hearing for Ordinance 23-OZ-05 (Rezoning property along West Thompson

Lane). Margaret Ann Green, Principal Planner, presented a Council Communication regarding

rezoning property along West Thompson Lane.

Matt Taylor, Sight Engineering Consultants, Inc. (SEC), presented a PowerPoint presentation

presented the development plan and the need for rezoning. Mr. Maxwell asked about HOA

requirements on purpose use of homes once sold. Mr. Taylor stated that they will not sell to bulk

buyers.

Mayor McFarland initiated a public hearing, welcoming comments for or against the

rezoning. Mayor McFarland then declared the public hearing open, inviting those present who

wished to speak for or against rezoning property west of Memorial Boulevard to step forward to the

lectern. The following individuals addressed the Council.

1. Mel Simpson, president of the King's Landing HOA, was concerned about a buffer

between the development, the existing community and potential access to the

community pool.

Despite sufficient time for input, no additional attendees expressed a desire to speak on the

matter. Consequently, Mayor McFarland concluded the public hearing.

14b. Ordinance 23-OZ-05 (First Reading). An ordinance, entitled "Ordinance 23-OZ-05

Rezoning Property along West Thompson Road," was presented to the City Council and offered for

passage on first reading. Salem Investment Partners presented to the City a zoning application [2022-

428] for the same property to be zoned PCD (Planned Commercial District) simultaneous with

annexation.

Vice Mayor Shacklett made a motion to approve Ordinance 23-OZ-05. Ms. Scales Harris

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, Bill Shacklett, Kirt Wade,

Shawn Wright, Shane McFarland

Nay: None

15. Revised Study Area for Highway 99 Annexation. Marina Rush, Principal Planner,

presented a Council Communication requesting Council revise the study area for the Highway 99

annexation, previously scheduled for a public hearing on April 6, 2023, at Council's February 16,

2023, meeting to only include the Highway 99 right-of-way and to exclude the adjacent Rutherford

County Schools parcels.

Mr. Wright made a motion to approve the public hearing scheduling request. Ms. Averwater

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

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

Shawn Wright, Shane McFarland

Nay:

None

On Motion

16. Design Maintenance of Runway at Murfreesboro Municipal Airport. Chad Gehrke,

Airport Director, presented a Council Communication and documents requesting Council approve

a professional services agreement with Barge Design Solutions, Inc. for the design of the Stopway at

the end of the displaced Runway 36 and approve reallocation of \$550,000 in funding to the Airport

Pavement Project.

Ms. Averwater made a motion to approve the agreement and funding reallocation. Vice

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

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

Shawn Wright, Shane McFarland

Nay: None

17. Purchase of Fire Rescue Truck. Mark McCluskey, Fire Chief, presented a Council

Communication requesting the purchase of a 2023 GMC Sierra Truck 2500HD and contract for the

purchase with Wilson County Motors, LLC in the amount of \$32,603.

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

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

Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Kirt Wade, Ave:

Shawn Wright, Shane McFarland

Nay: None

18. Purchase 2023 LiDAR and Design Grade 1-foot Contours. Gerald Lee, GIS Coordinator,

presented a Council Communication proposal to purchase 2023 LiDAR and Design Grade 1-foot

Contours at a cost of \$203,729.30. Mr. Lee requested approval of a professional services agreement

with Woolpert, Inc.

Mr. Maxwell made a motion to approve the purchase and agreement. Ms. Averwater

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

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

Shawn Wright, Shane McFarland

Nay: None

19. Purchase of Tractor with Side Rotary Mower. Tracy Brown, Street Department Assistant

Director, presented a Council Communication regarding a proposal to purchase a tractor with Side

Rotary Mower from Dickson County Equipment Company, Inc. at a cost of \$99,116. Ms. Brown

requested Council approve the purchase and contract.

Ms. Scales Harris made a motion to approve the purchase and contract. Mr. Maxwell

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

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

Shawn Wright, Shane McFarland

Nay: None 20. Lascassas Highway Transportation Investment Report Amendment No. 1. Jim Kerr,

Transportation Director, presented a Council Communication and proposal to approve Amendment

No. 1 to the Contract for Transportation Investment Report (TIR) with The Corradino Group, Inc. for

the proposed widening of Lascassas Highway. This was requested because TDOT's requirements

for the report have changed, so these with changed the contract from lump sum to paying for hourly

not to exceed. The amendment will not exceed the previously approved amount of \$98,200.

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

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

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

Shawn Wright, Shane McFarland

Nay: None

21. Old Fort Parkway Transportation Investment Report Amendment No. 1. Jim Kerr,

Transportation Director, presented a Council Communication and proposal to approve Amendment

No. 1 to the Contract for Transportation Investment Report (TIR) with Kimley-Horn and Associates,

Inc. for the proposed widening of Old Fort Pkwy in amount of \$129,400.

Mr. Maxwell made a motion to approve the contract amendment. Ms. Scales Harris

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

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

Shawn Wright, Shane McFarland

Nay: None

22. Cherry Lane Phase 3 Amendment No. 2 Design Services Contract. Jim Kerr,

Transportation Director, presented a Council Communication regarding Cherry Lane Phase 3

Amendment No. 2 Design Services Contract. Mr. Kerr requested Council approve Amendment No. 2

to the Cherry Lane Phase 3 Design Services Contract with Wiser Consultants, LLC, subject to Legal

Department approval. The additional services total \$233,762, which would raise the contract ceiling

to \$2,702,985.

Ms. Scales Harris made a motion to approve the contract amendment. Mr. Maxwell

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

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

Shawn Wright, Shane McFarland

Nay: N

None

Board and Commission Appointments

23 and 24. Golf Commission and Tennis Commission. Mayor McFarland presented a

Council Communication regarding Golf Commission reappointments and Tennis commission

appointments.

Mayor McFarland requested Council approve Golf Commission reappointments of Don

Turner and Allen Richardson, with terms expiring on January 31, 2025.

Mayor McFarland requested Council approve the following appointments to the newly

created Tennis Commission:

Rick LaLance

Mary Elam Polk

Hollie Baker

Dee Jernigan

Newton Malloy

Robert White

Chris Massaro

Dr. Gloria Bonner, Ex-officio Park & Recreation Commission

Shawn Wright, Ex-officio City Council

Mayor McFarland presented Dee Jernigan as nominee for the Tennis Commission Chair and

requested Council approve the Chair appointment and Councilmen Wright as Council

representative.

Ms. Scales Haris made a motion to approve the appointments. Mr. Wade seconded the

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

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

Shawn Wright, Shane McFarland

Nay: None

Licensing

Beer Permits. Mayor McFarland inquired of Jennifer Brown, City Recorder/ Finance Director,

whether there were any beer permits to be presented for approval. Ms. Brown stated there were

quite a few. Four regular permits for a brewery/tap room with an ownership, name, and permit type

change at 2476 Old Fort Parkway, two new locations for a grocery/ market at 200 South Maney

Avenue and a restaurant at 1610 Bradyville Pike, Suite B and a new catering permit for a

restaurant/night club at 302 West Main Street. A special event permit for an event for Discovery

Center on March 3, 2023. Applicants met requirements for a permit and were recommended for

approval pending building and codes final inspections.

Mr. Wade made a motion to approve the beer permits. Mr. Wright seconded the motion. Upon

 roll call, the motion 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

Jennifer Brown, City Recorder/Finance Director, stated that there was a payment of statements payable to Rutherford County Circuit Clerk for \$50,500.00 to be paid from the General

Fund FY23 Economic Development Operating Budget. Roman Hankins, Deputy City Attorney

emailed Council regarding this payable.

Mr. Maxwell made a motion to approve the payment of statements. Ms. Averwater seconded

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

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

Shawn Wright, Shane McFarland

Nay: None

Other Business

Craig Tindall, City Manager, announced there would be a Council workshop meeting on

Wednesday, March 8, 2023, at the Airport.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 9:37 p.m.

	SHANE MCFARLAND MAYOR	
ATTEST:		
ERIN TUCKER		
CITY RECORDER		
APPROVED BY COUNCIL:		

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Amending the "Food Truck Ordinance"

[Second Reading]

Department: Planning

Presented by: Brad Barbee, Principal 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 second 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.

On October 17, 2024, Council approved this matter on First Reading.

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:

Ordinance 24-O-32

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 right-of-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."

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1 st reading	<u> </u>
2 nd reading	_
ATTEST:	APPROVED AS TO FORM:
	Signed by: Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney
SEAL	

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Zoning for property along Westridge Drive

[Second Reading]

Department: Planning

Presented By: Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance	\boxtimes
Resolution	\boxtimes
Motion	
Direction	
Information	

Summary

Zoning of approximately 0.5 acres located along the south side of Westridge Drive west of Soldiers Honor Drive.

Staff Recommendation

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of this zoning request on August 7, 2024.

Background Information

Alcorn Properties, LLC presented to the City a zoning application [2024-406] for approximately 0.5 acres located along the south side of Westridge Drive to be zoned PRD (Planned Residential District) simultaneous with annexation. 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 October 17, 2024, Council held a public hearing and approved this matter on First Reading.

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:

Ordinance 24-OZ-33

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:

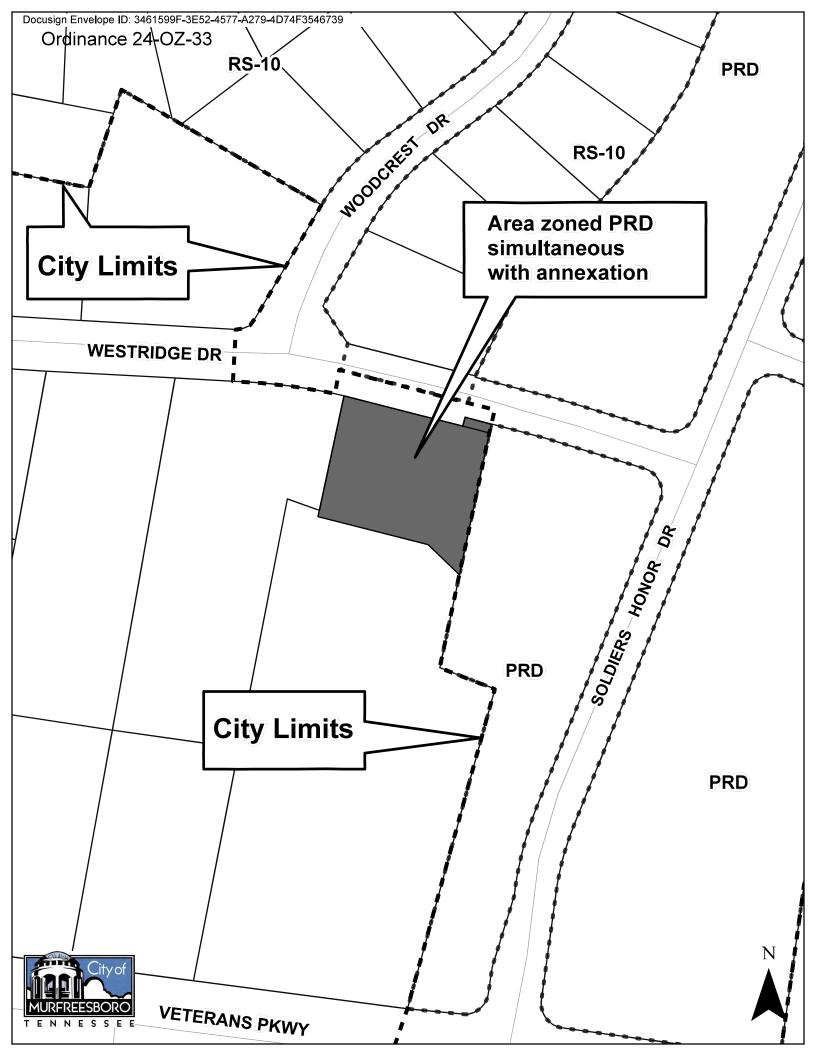
<u>SECTION 1</u>. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in 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: 11/07/2024

Item Title: Rezoning property along North Maple Street

[Second Reading]

Department: Planning

Presented by: Holly Smyth, AICP, Principal Planner

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

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning on September 4, 2024.

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.

On October 17, 2024, Council held a public hearing and approved this matter on First Reading.

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:

Ordinance 24-OZ-34

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:

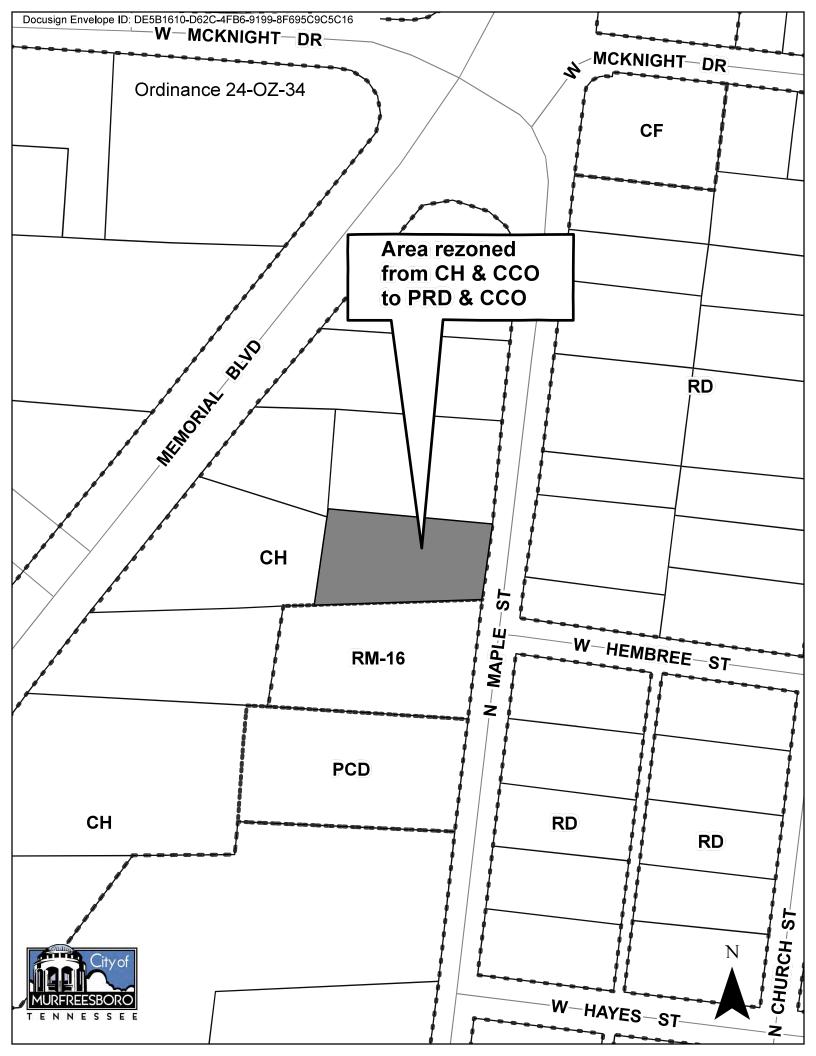
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and 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: 11/07/2024

Item Title: Rezoning property along Willowoak Trail and Robert Rose Drive

[Second Reading]

Department: Planning

Presented By: Brad Barbee, Principal Planner

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

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request on September 4, 2024.

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.

On October 17, 2024, Council held a public hearing and approved this matter on First Reading.

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:

Ordinance 24-OZ-35

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:

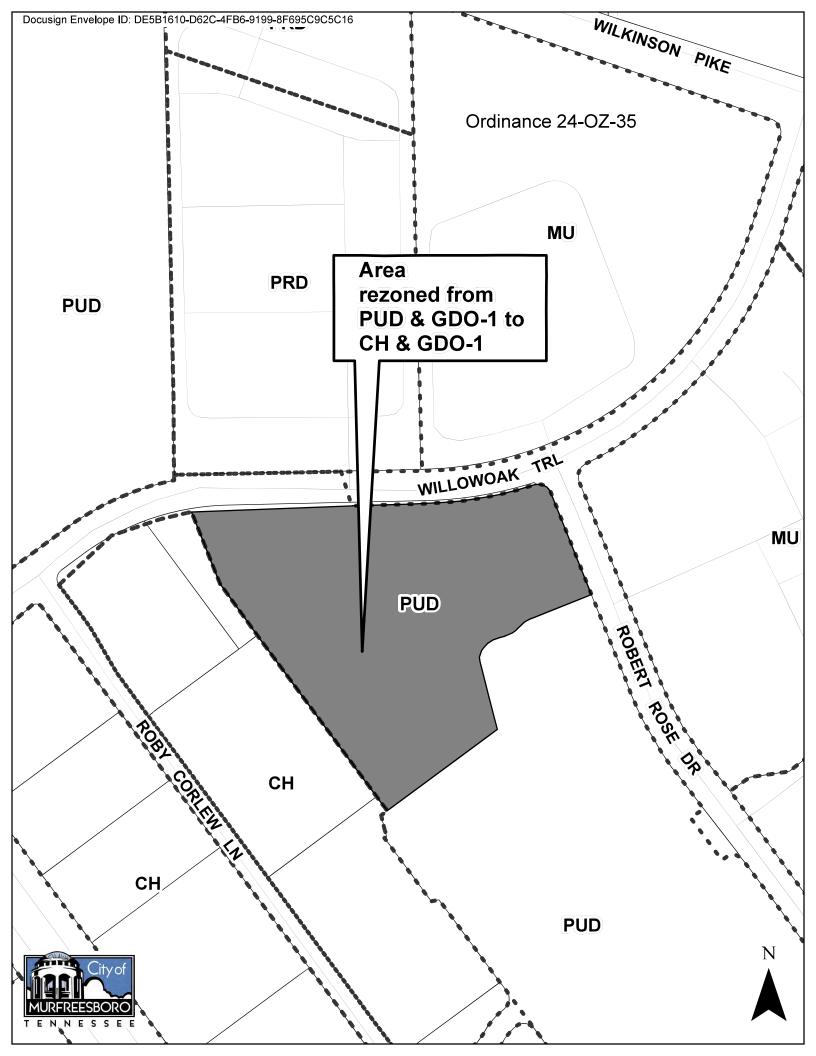
<u>SECTION 1</u>. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to 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
1st reading	<u> </u>
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by: Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Amending	the PUD	zoning for	property	/ along	Robert	Rose Dri	ve

[Public Hearing Required]

Department: Planning

Presented By: Brad Barbee, Principal Planner

Requested Council Action:

Ordinance	\boxtimes	
Resolution		
Motion		
Direction		
Information		

Summary

Amending the PUD zoning of approximately eight acres located along the west side of Robert Rose Drive north of Medical Center Parkway.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request on October 2, 2024.

Background Information

Hines Clari Park Land Holdings, LLC presented to the City a zoning application [2024-414] to amend the existing PUD (Planned Unit District) zoning on approximately eight acres located along the west side of Robert Rose Drive. During its regular meeting on October 2, 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 help facilitate the continued development of the Clari Park development along Medical Center Parkway, a successful mixed-use development with a variety of residential and commercial uses.

Attachments:

- 1. Ordinance 24-OZ-36
- 2. Maps of the area
- 3. Planning Commission staff comments and minutes from 10/02/2024 meeting
- 4. Other miscellaneous exhibits, including the Clari Park PUD pattern book

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

PROJECT PLANNER: BRAD BARBEE

5.a. Zoning application [2024-414] to amend the PUD zoning (Clari Park PUD) on approximately 8.0 acres located along Robert Rose Drive and Roby Corlew Lane, Hines Clari Park Land Holdings, LLC applicant.

<u>Introduction</u>

The subject property is located along Robert Rose Drive and Roby Corlew Lane. This property is further identified as Tax Map 92, Parcel 8.22. The property included in the zoning plan amendment request is approximately 8.0 acres 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 7 of the Clari Park PUD.

The surrounding properties to the northwest are zoned PUD (Planned Unit Development) and CH (Commercial Highway) and are also a part of the Clari Park development. The property located in the PUD zone has been approved for the development of an apartment community that is currently under construction. The property located in the CH zone is undeveloped and a site plan has been approved for Neighbors restaurant. The adjacent properties to the south are zoned MU and CH. The properties in the MU zone have been developed as Redstone Federal Credit Union, and three retail strip centers with occupants such as T-Mobile, Blaze Pizza, and Murfreesboro Modern Dentistry. One of the properties in the CH zone has been developed as Firebirds restaurant while site plans have been approved for In-N-Out Burger and Raising Cane's on the remaining two parcels. The property located to the northeast across Robert Rose Drive is zoned PUD and is developed as Henley Station apartments. All the aforementioned properties are also located within the GDO-1 (Gateway Design Overlay, District 1).

Overview:

Area 7 of the Clari Park PUD is approved for single-family residential attached dwelling units (townhomes). Hines Clari Park Holdings, LLC previously proposed traditional architectural style with gabled roofs, covered porches, and second story balconies that overlook the greenspace areas for Area 7 as seen in the examples below from the plan book.

Approved elevations from original pattern book:



Cementitious Siding



The developer has submitted this request to amend the architecture for Area 7 to better complement the adjacent Clari Park apartments in terms of scale, form, and materials. They believe that this change will provide a denser, more urban aesthetic that they feel will better integrate into the development.

Proposed elevations for consideration:







The Planning Commission should discuss the architectural changes that have been requested and determine if they believe them to be consistent with the architectural requirements of the Gateway Design Overlay District.

The proposed architecture is more modern and blends well with the adjacent Residences of Clari Park Development. The elevations show variations in the roof lines and wall planes that are typically found in the Gateway along with a defined base and cap. Additional detailing has been added to the cornice area of the front façades, the building base has been enlarged to a full one story, and a contrasting water table has been added. The base detail is matched on the sides and rear elevations as well. Fourth story areas with rooftop patios have also been included to assist in the providing more varied rooflines on each elevation.

Site Layout:

Area 7 of the Clari Park development has public road frontage on both Robert Rose Drive and Roby Corlew Lane. As a part of Clari Park, the plan provides shared vehicular and pedestrian access with the adjacent apartment home development to the west.

Since the previous plan book was approved, a secondary connection to Roby Corlew Lane has been removed and guest parking from this area was shifted to the south. Additional sidewalk has been added as well as a pedestrian connection to the public sidewalk. The pond area and greenspace has been enlarged along with landscaping and screening. Circulation is generally the same as previously proposed, with multiple entrances and exit points. All interior streets are interconnected.

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 reasonably considered professional, technical and innovative.

Higher-density residential uses are secondary uses in the EG land use character, to be developed after the development of Employment Generating land uses. However, townhomes are already a permitted land use in Area 7 of the Clari Park PUD and this amendment does not seek to modify the permitted land uses.

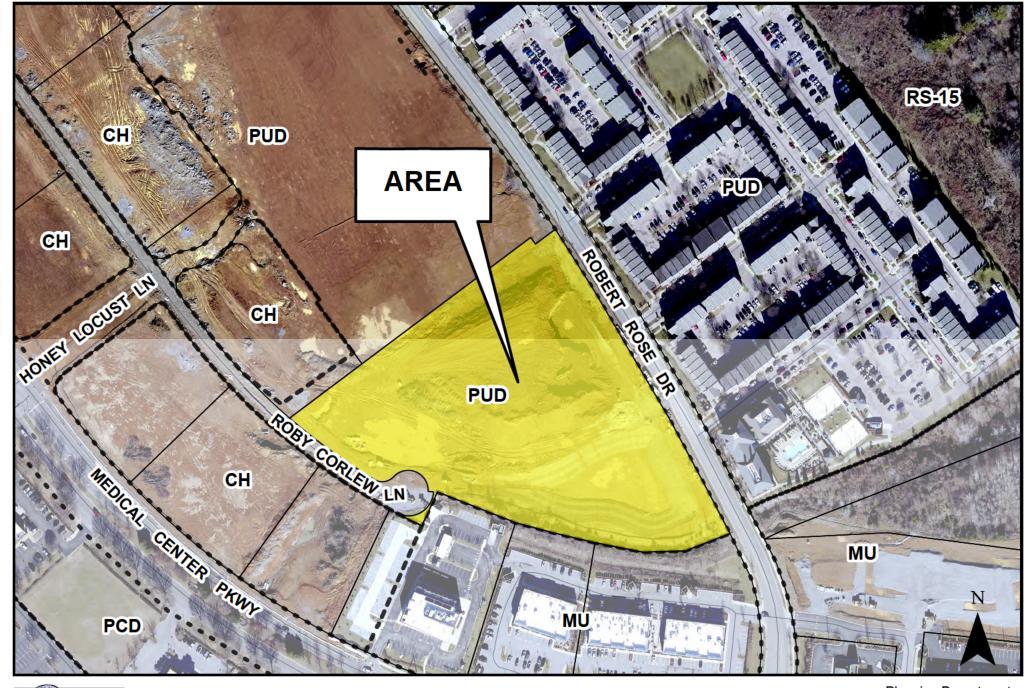
Staff recommendation:

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

- 1) The revised architecture complies with the required standards of providing a defined base and cap; variations in roof planes that create an appropriate level of interest; variations in wall planes; and a heavy reliance on masonry.
- 2) The revised architecture relates to the adjacent residential apartment development by providing similar features and assets.

Action Needed:

The Planning Commission will need to conduct a public hearing. Once the public hearing has concluded the Planning commission should discuss and then formulate a recommendation for the City Council.

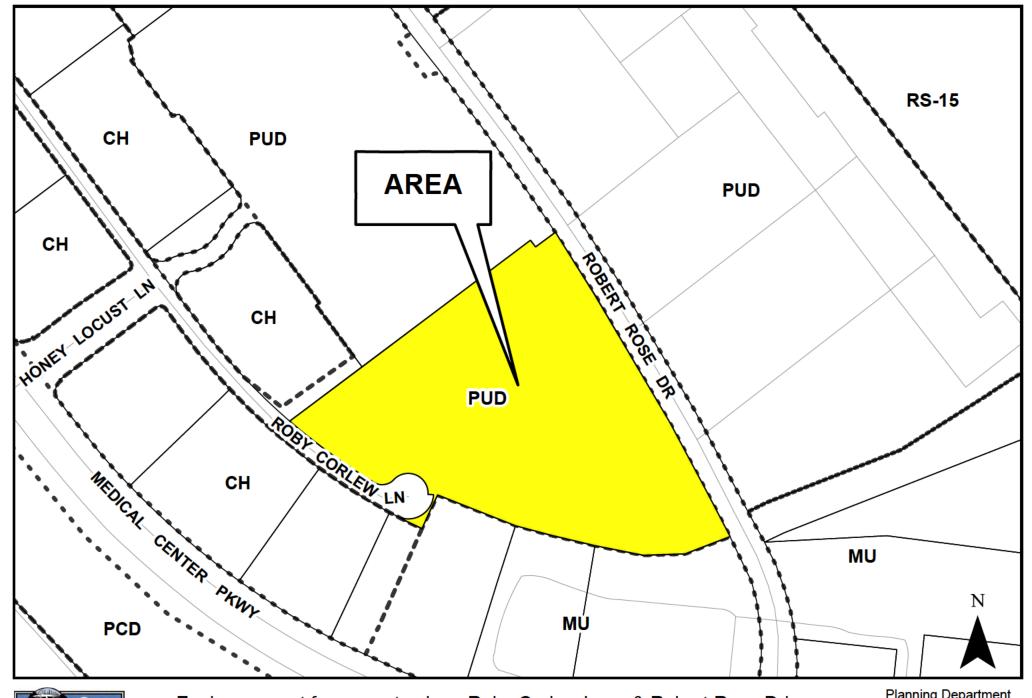




Zoning request for property along Roby Corlew Lane & Robert Rose Drive PUD Amendment (Clari Park PUD) (GDO-1 zoning to remain)

0 140 280 560 840 US Feet

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





Zoning request for property along Roby Corlew Lane & Robert Rose Drive PUD Amendment (Clari Park PUD) (GDO-1 zoning to remain)

0 140 280 560 840 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 unit	it
development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development,	
initial or amended	\$950.00

Procedure for applicant:

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

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

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

To be completed by applicant:				
APPLICANT: Hines Clari Park	k Land Holdings, LLC	;		
Address:				
Phone:				
PROPERTY OWNER: Hines	Clari Park Land Hole	dings, LLC		
Street Address or property description:		نزل تا		
and/or Tax map #: 92	Group:		Parcel (s):	6.00
Existing zoning classification:	PUD		-	
Proposed zoning classification:	PUD	Acreage:	8 06	
Contact name & phone number for applicant): E-mail: APPLICANT'S SIGNATURE (red DATE:	quired):	2		
******For Office Use Only*****	*****	*****	*****	****
Date received:	MPC YR.:	N	MPC #:	
Amount paid:	R	Receipt #:	_	
			R	evised 7/20/2018





Clari Park Area 7 PUD Amendment

Rationale for PUD Amendment Request: Architectural Change Narrative

City of Murfreesboro – Brad Barbee,	
Brad	

The rationale behind the design change is that the more urban three-story elevations better complement the adjacent Clari Park apartments in terms of scale, form, and materials. Area 7's, also known as Lot 18, central location within the Clari Park masterplan is envisioned as a denser, more urban aesthetic, aligning with the surrounding apartments and commercial properties. The proposed amendment's architectural style integrates more seamlessly in this context compared to the traditional elevations initially proposed. Additionally, Lot 18's design harmonizes with the LC Murfreesboro development across Robert Rose Drive, which also features three-story flat-roof architecture.

Overall, the proposed amendment for Lot 18 creates consistency with the adjacent Clari Park apartments and complements the surrounding area, contributing to a cohesive aesthetic in this dynamic area.

Sincerely, Brian Grover, P.L.A. SEC, Inc



Site Engineering Consultants 850 Middle Tennessee Blvd Murfreesboro, TN 37129 (615)890-7901 www.sec-civil.com

Clari Park Area 7

PUD Amendment Revisions Letter - August 23, 2024

City of Murfreesboro – Brad Barbee, 615.893.6441,

Cover Page:

- Updated initial submittal information

Table of Contents:

- Updated to reflect added pages

Page 11:

- Added limits of proposed Area 7 Amendment

Pages 14-16:

- Added note regarding Area 6 Amendment.

Page 39:

- Added note regarding Area 6 Amendment.

Page 40:

- Labeled graphic as previously approved

Page AMEND-01:

- Added page for proposed conceptual master plan

Page AMEND-02:

- Added page break

Page 43:

- Added note regarding Area 6 Amendment

Page 44:

- Added amendment note regarding wrap around porches
- Labeled graphic as previously approved

Page 45:

- Added note regarding Area 6 Amendment
- Added Area 7 Amendments
 - o Removal of Wrap-around porch requirements
 - o Removal of Front Patio size and fence requirements
 - o Revised maximum stories per building.

Pages 46-48:

- Labeled graphics as previously approved

Pages AMEND-03 thru AMEND-06:

- Added pages for proposed Area 7 architecture

Pages 52-53:

- Labeled graphics as previously approved

Page 54:

- Added note for townhome side setback to private streets

Please let me know if you require any further clarification on the proposed amendments.

Sincerely,

Brian Grover, P.L.A.

SEC, Inc



Clari Park

a	PROJECT INTRODUCTION Introduction Historical Cultural Context	1-2	e	COMMERCIAL HIGHWAY (AREAS 1, 3, & 4) General Description (Areas 1& 4) Photographic Examples (Areas 1& 4) General Description (Area 3) Photographic Examples (Areas 3& 4)
b	SITE INVENTORY/ANALYSIS Location Map Surrounding Land Use & Zoning Existing Site Conditions Existing Utilities Map Overlays & Flood Zones Future Long Range Plan	4-9	f	SINGLE FAMILY ATTACHED & SINGLE FAMILY DETACHED (AREAS 2, 6, & 7) General Description Single Family Attached & Single Family Detached - Conceptual Layout Greenspace Enlargement (Area 2 - Residential Garden District) Single Family Detached Amenity and Berm Enlargement Greenspace Enlargement (Area 6 Village District) An amendment to Area 6 is currently being reviewed by staff
C	 Master Plan - Option A Master Plan - Option B Proposed Land Use Map - Option A Proposed Land Use Map - Option B Land-Use Table Land Use Parameters, Requested Exceptions Community Management & Operations Vehicular Transportation Network Pedestrian Circulation Plan Roadway Sections Phasing - General Master Plan Public Improvements Public Improvements Phasing 	10-24		to revise the zoning of this area from PUD to CH Single Family Attached Enlargement (Area 7) Proposed Character Area 7 Conceptual Site and Landscape Plan Single Family Attached Private Street Network / Utilities Parking Diagram Single Family Attached - Area 2 Parking Diagram Single Family Attached - Area 6 Parking Diagram Single Family Attached - Area 7 Architectural Guidelines - Townhomes & Single Family Homes (Areas 2, 6, & 7) Architectural Examples - Townhomes & Single Family Attached (Areas 2, 6, & 7) Proposed Character Area 7 Architectural Examples Architectural Examples - Single Family Homes - Detached (Areas 2 & 6) Single Family Attached Typical 5 Lot Building - Parking Layout Single Family Attached Typical 4 Lot Building - Parking Layout Typical Lot Diagrams Office or Single Family Attached Residential - Area 7 Layout Options Architectural Photographic Examples - Office Area 7
d	GREEN SPACE & LINEAR PARKS Green Space Connections Master Plan Clari Lane Linear Park Connection of Open Space The Grand Lawn / Honey Locust Lane / Clari Lane The Commercial Lawn Concept	25-30	g	MULTI-FAMILY RESIDENTIAL / OFFICE (AREA 5) General Description Architectural Examples - Multi Family (Area 5) Multi-Family Architectural Perspective (Area 5) Multi-Family Ground Floor Office (Area 5) Multi-Family Ground Floor Office (Area 5) Grand Lawn Images

Introduction

Project General Description

Hines, Ragan Smith, and SEC envision creating a community that offers its residents a memorable sense of place through emphasis on parks and greenspace and a true sense of belonging through social programs that weave a fabric of community. Clari Park will be the realization of this vision.

Clari Park is a key property within the Gateway District. It is approximately 78 acres in size and will complete the majority of undeveloped land remaining along Medical Center Parkway. The master plan has been thoughtfully developed to blend into and respect the context of land uses and transportation networks that surround it.

Creation of an overall Master Plan for this parcel allows for the consideration of a mixture of uses that relate strongly to each other as well as the surrounding land uses. Program elements with higher occupancy densities and greater traffic generation are proposed at the core of the project and in relationship to Medical Center Parkway. Lower density uses proposed along the northern periphery of the site respect the adjacent residential uses on Wilkinson Pike.

Circulation within the Master plan is heavily focused on the pedestrian with the development of green spaces, linear parks, and amenities that facilitate connectivity and promote a walkable lifestyle. Clari Park aims to serve the residents and visitors of Murfreesboro with a quality of life experience that provides opportunities to live, shop, work, and enjoy all that Murfreesboro and The Avenue has to offer in one convenient and walkable location. Given these attributes, the project will appeal to a wide range of homeowners, business owners, and office and apartment tenants which will include young urban professionals, young couples just starting a family, and mature couples with children that have reached independence.



Hines is a privately owned, global real estate investment, development and management firm with a presence in 205 cities in 24 countries and \$133.3 billion of assets under management. The most valuable assets within Hines are the 4,500+ professionals that strive daily to deliver exceptional service to the communities within which we reside, the tenants whom we serve, and the partners who trust Hines with their capital. Hines' project teams strive to set the standards for quality of execution and management in their respective markets and product types. Over and above financial returns, they improve cities and pioneer new sustainable practices. Combining insights from local teams, central resources that act as the depository of decades of experience, and a commitment to long-term value creation, Hines has mastered the art of building places for people and endeavors to leave a positive legacy on the built environment in every city in which it operates.

"Hines began as a one-man operation in 1957 with the sole focus of delivering better quality services and products to tenants and investors. More than half a century later, with more than 4,500 professionals working on five continents, our philosophy has not wavered and our commitment to excellence in the built environment is stronger than ever." – Gerald D. Hines







For the past 30 years, the Hines Southeast Region team has specialized in the creation of innovative and successful mixed-use communities and buildings including several in Middle Tennessee.

- 222 2nd Avenue Nashville, TN Class A Office and Retail 98% leased and sold in 2020 for record price (\$730 psf 2.5x higher than Pinnacle Building sale at \$294 psf in 2013)
- Cool Springs Franklin TN 1,000-acre community integrating apartments, retail, office and hospitality uses that is the benchmark for suburban core development in the region
- Deerfield Alpharetta, GA 500-acre mixed-use community integrating apartments, retail and office uses is a walkable campus. Successfully attracted corporate office users to a pioneering location.
- Palencia St. Augustine, FL 2,500-acre master planned community that blended innovative land planning, a unique architectural theme and exceptional community management to create the premier mixed-use community in Northeast Florida.

158 years ago, not far from Clari Park, a historic battle was set to begin...

"Just before 'tattoo' the military bands on each side began their evening music. The still winter night carried their strains to great distance. At every pause on our side, far away could be heard the military bands of the other. Finally one of them struck up 'Home Sweet Home.' As if by common consent, all other airs ceased, and the bands of both armies as far as the ear could reach, joined in the refrain. Who knows how many hearts were bold next day by reason of that air?"



- Sam Seay, First Tennessee Infantry

The quote above describes an event which took place on the eve of the Civil War Battle of Stones River in late December 1862. It is a reminder that, despite political, economic, or philosophical differences, all people find common ground in the warmth of their memories of home.

Through thoughtful design, execution quality, and community programs, Clari Park aims to embody that notion of people coming together, in harmony.

The song played by both opposing armies, "Home Sweet Home", on that night originated in the 1828 opera "Clari". It is with a nod to the memory of this moving moment in time that Clari Park has been named.

There is an opportunity in Clari Park to recognize the history of the site with historic markers placed strategically in open space and public intersections

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b Clari Park

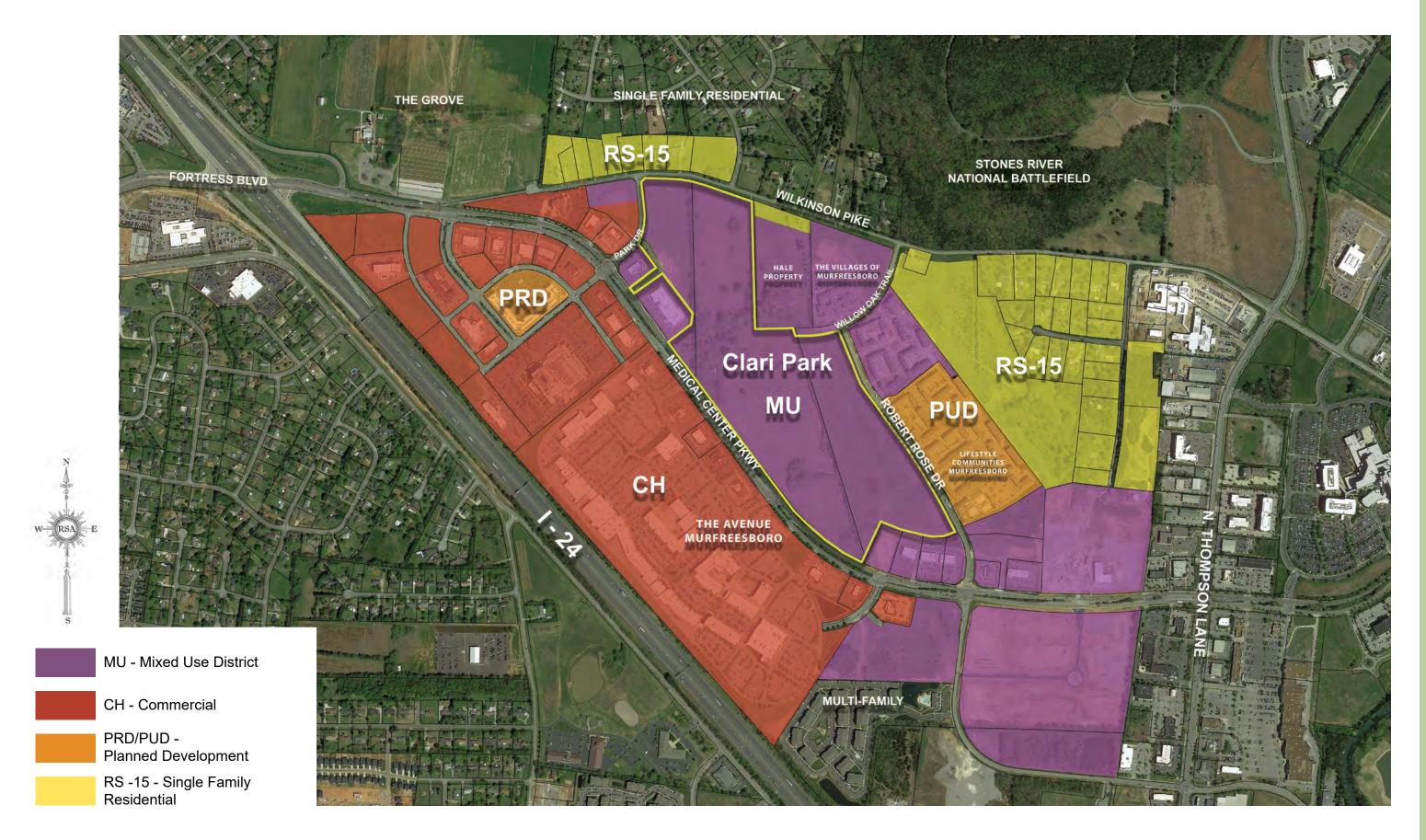
Location Map

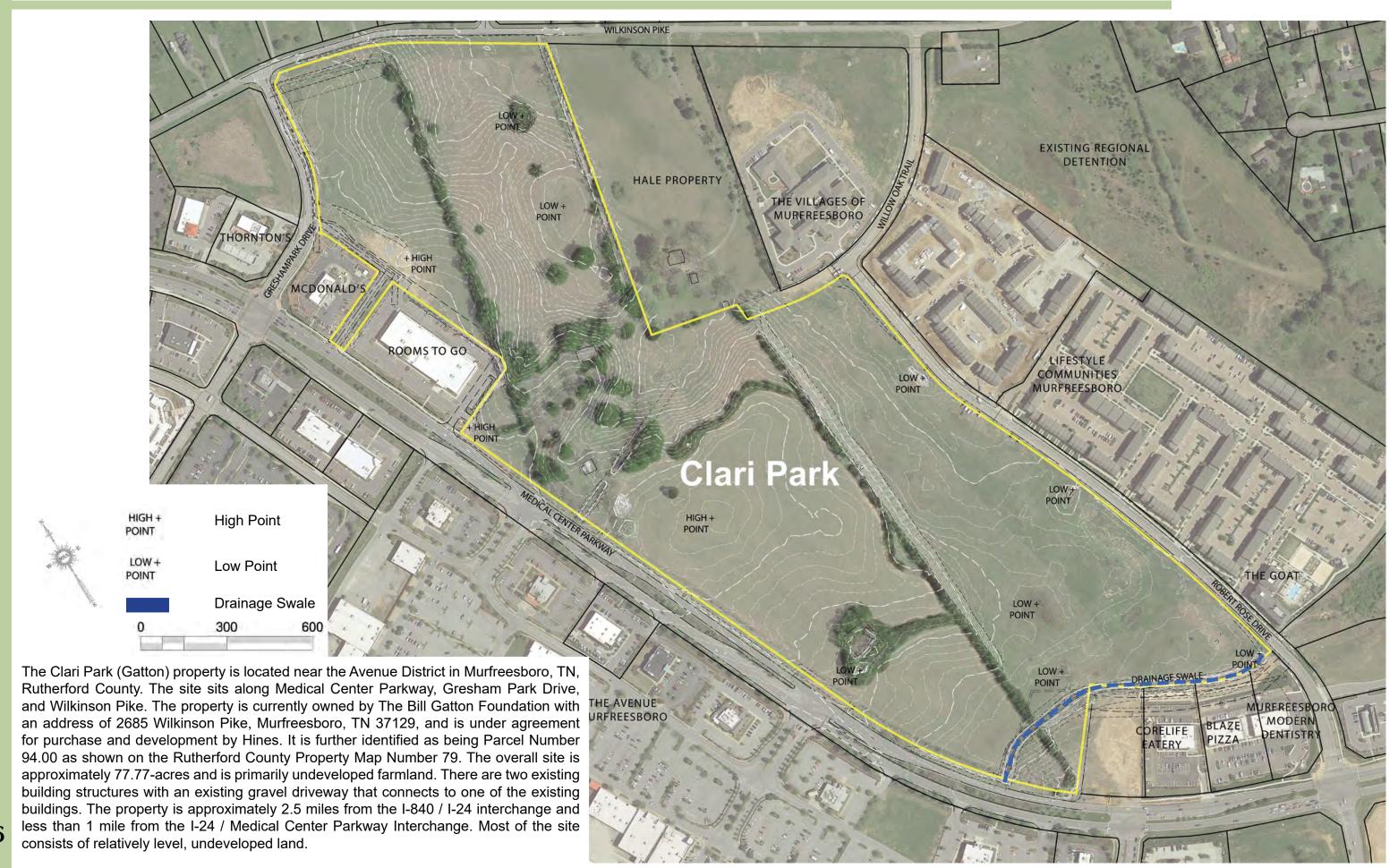
The site for Clari Park is located in the heart of the Murfreesboro Gateway in close proximity to the Medical Center Parkway / I-24 interchange. It is surrounded by an interesting and rich mixture of existing land use with the Avenue Lifestyle mall to the south-west, high density lifestyle apartments to the east (Henley Station) and the historic Stones River Battlefield and residential neighborhoods to the north-east.

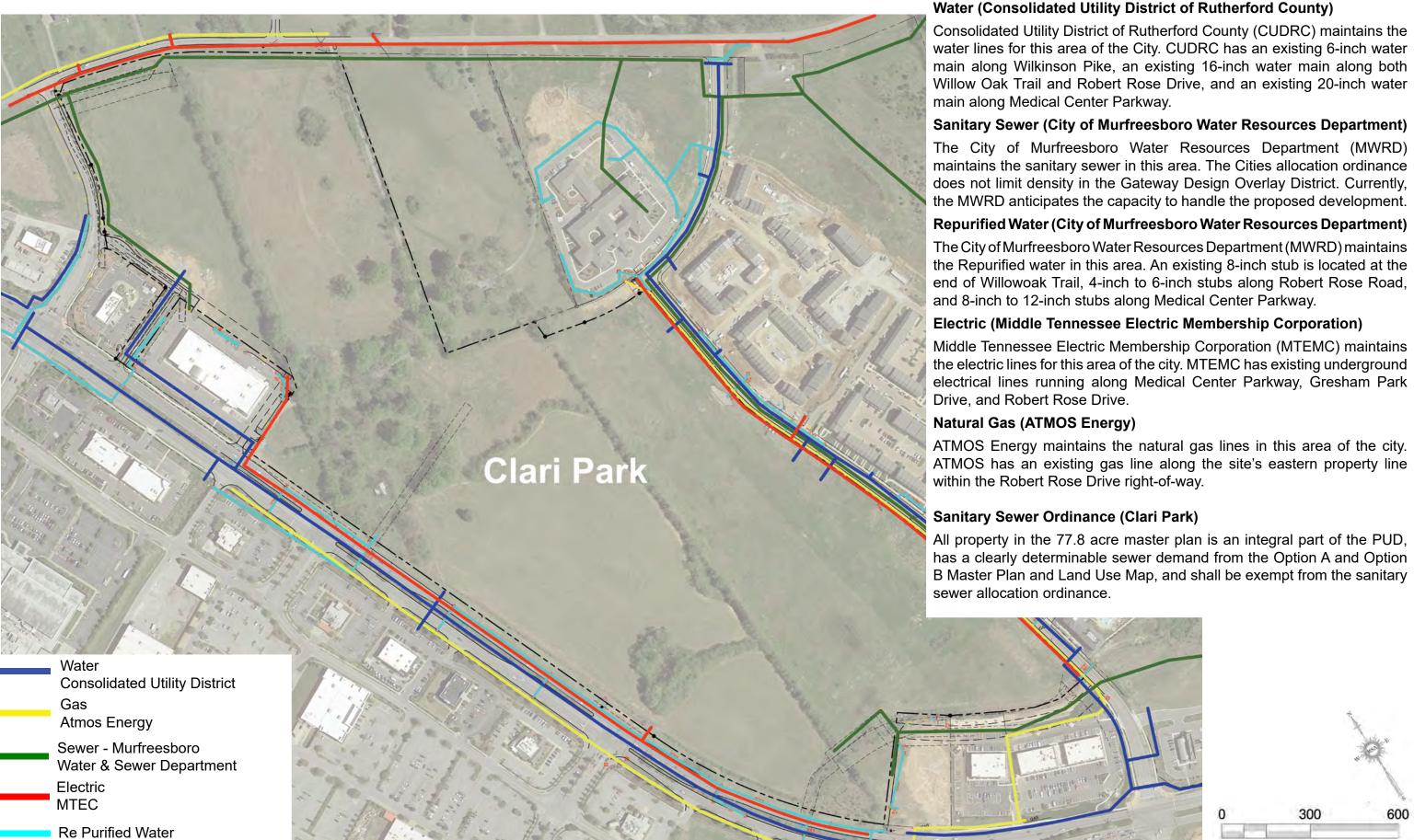




Existing zoning for the site is Mixed Use (MU) with surrounding zoning to the south, east, and west comprised of Mixed Use (MU), Commercial Highway (CH), and Planned Unit Development (PUD). RS-15 zoning is adjacent to the north side of the site.







Overlays and Flood Zones

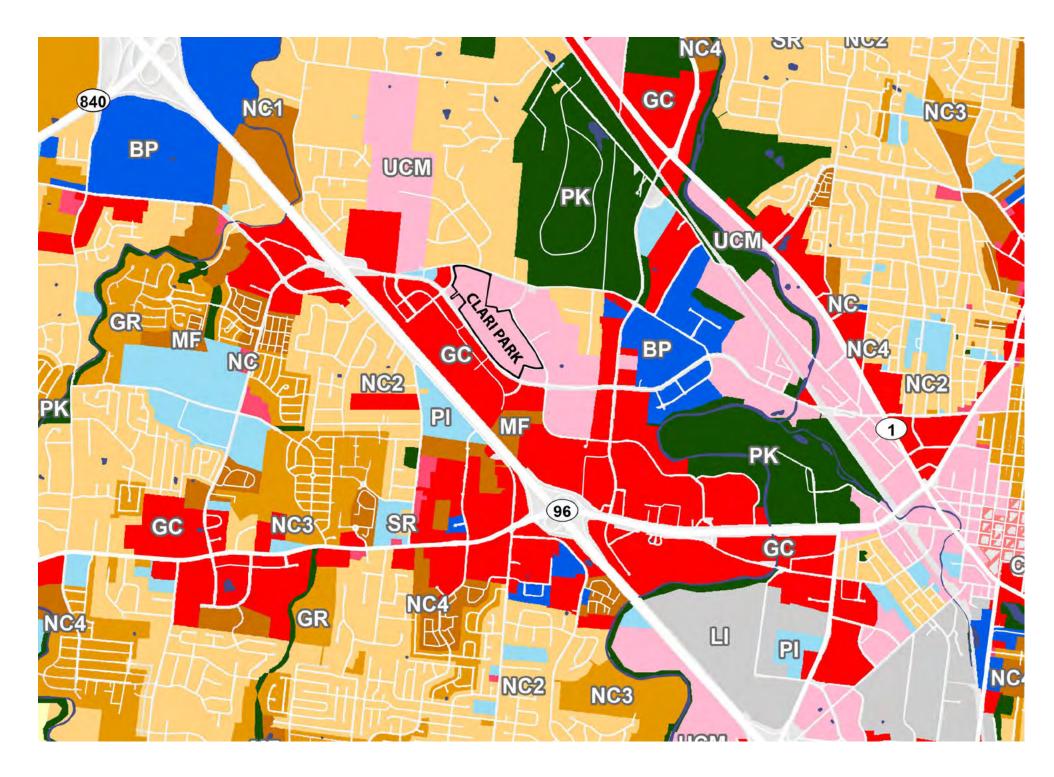
Flood zone information taken from FIRM maps

Panel 255 of 479 map number 47147C0255H

Panel 260 of 457 map number 47149C0260H

As provided by FEMA





The Future Land Use Map designates the area of Clari Park as a Mixed-Use Corridor with urban, commercial, and mixed use character.

Mixed Use Corridor defined:

Allows a broad range of commercial, office and high-density residential uses and public spaces serving surrounding neighborhoods, commercial / professional business parks and visitors from nearby communities.

Suggested intensity / height guidelines for mixed use corridor in the future long range plan include:

1.85 FAR (approximately 60 DU/AC or 50-130 residents/acre), of which up to 0.50 FAR can be office or commercial / up to four stories.

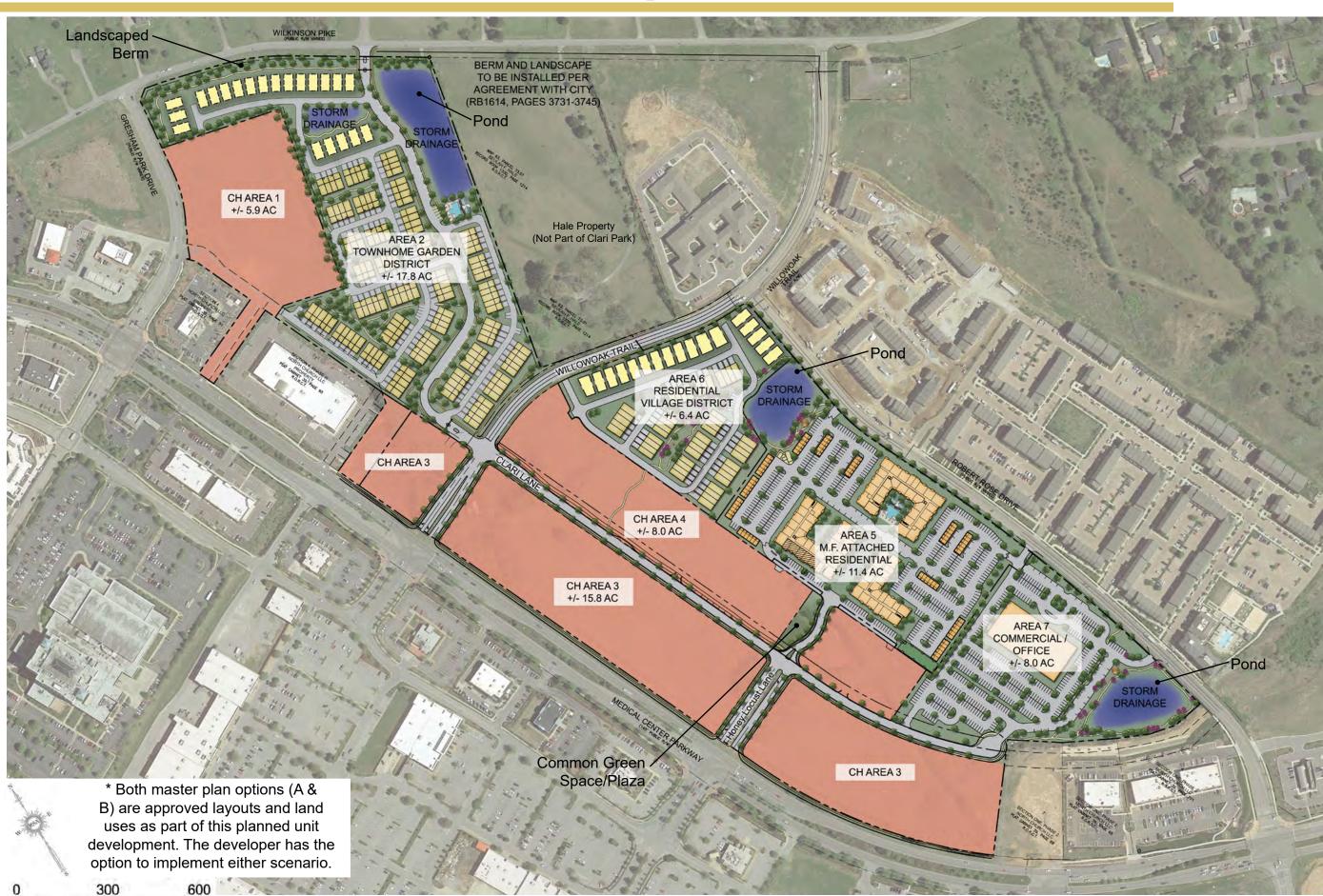
City zoning districts suggested to match the mixed use corridor include:

Central Business District (CBD) Mixed Use District (MU) Planned Unit Development (PUD)

The proposed master plan for Clari Park is in keeping with the Future Long Range Land Use Map and its associated objectives as a Mixed Use Corridor. It speaks to the high level of infrastructure and quality of design that has been invested into the Murfreesboro Gateway. This location is very well suited for a mixture of high density uses and a mixture of residential options to feed into the growth and commerce of the gateway.

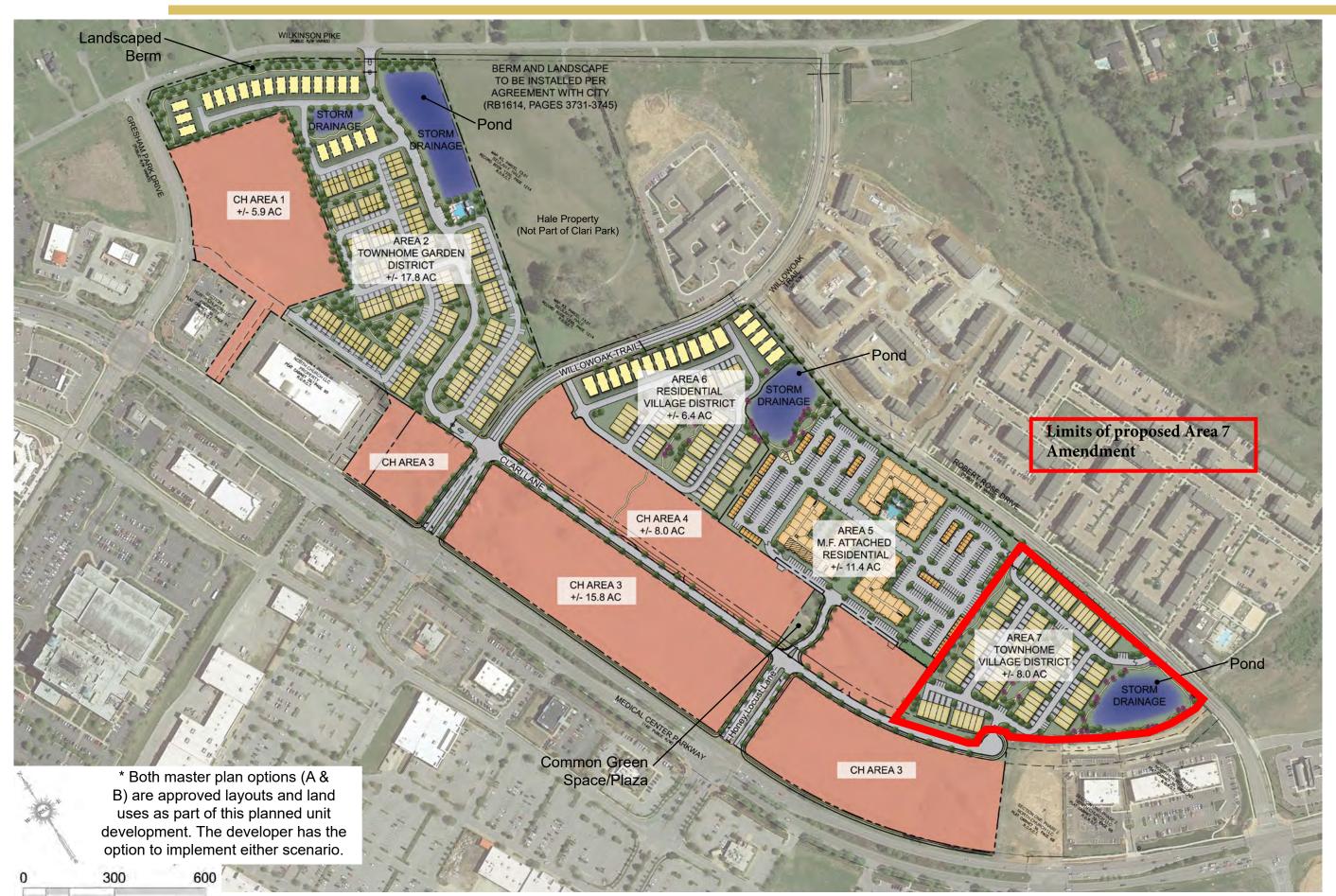


Master Plan Option A (Office Use in Area 7)

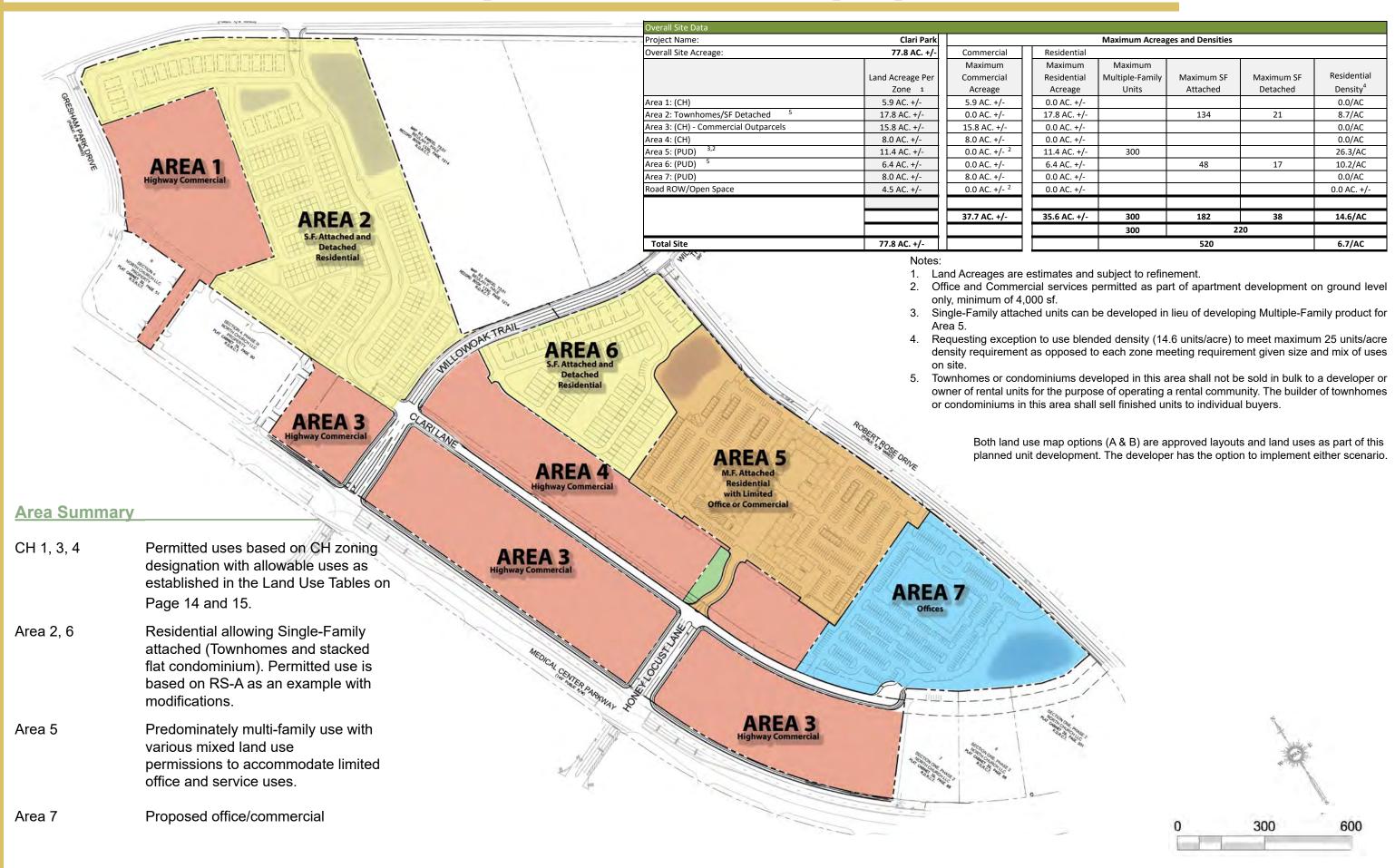


Master Plan Option B (Residential Use in Area 7)

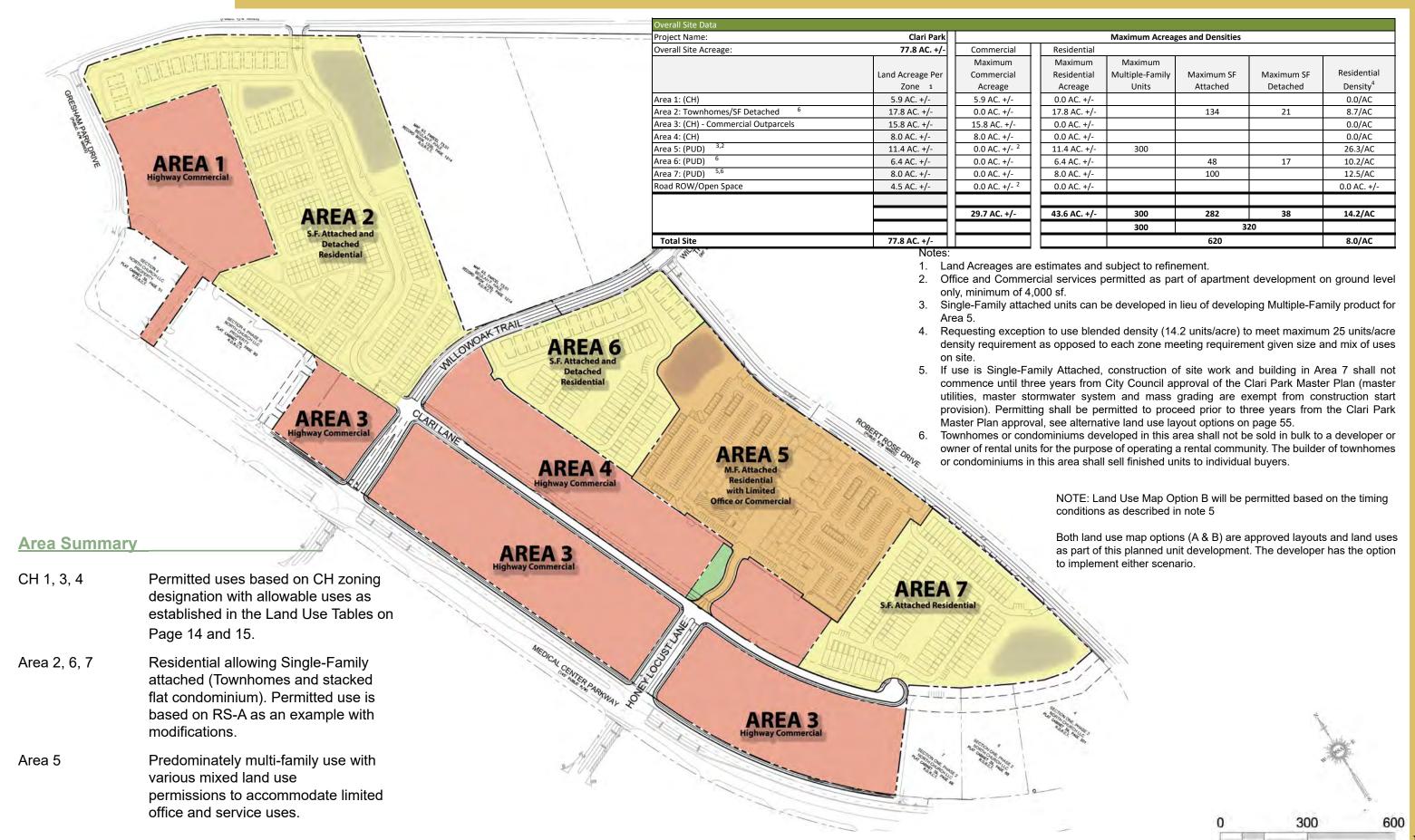
Clari Park c



Proposed Land Use Map Option A (Office Use in Area 7)



Proposed Land Use Map Option B (Residential Use in Area 7)



c Clari Park

Land Use Table

USES PERMITTED			LAND	USE ARE	A ^{1,7}		
						Area 7 ¹	
	(CH)	(PUD)	(CH)	(CH)	(PUD)	(PUD)	(PUD)
DWELLINGS (RESIDENTIAL)							
Single-Family attached ²		Х			Х	Х	Х
Multiple-Family					Х		
OTHER HOUSING							
Assisted-Care Living Facility	Х			Х	Х		Χ
Class III Home for the Aged	Х			Х	Х		Χ
Hotel	Х			Х	Х		Χ
INSTITUTIONS							
Adult Day Care Center	Х			Χ			Χ
Church	Х			Χ			Χ
College, University	Х			Х			Χ
Day-Care Center	Х		Χ	Χ			Χ
Family Day-Care Home	Х		Х	Х			Χ
Group Day-Care Home	Х		Х	Χ			Χ
Hospital	Х		Х	X			Χ
Museum	Х			Х			Χ
Nursing Home	X			Х			Χ
Nursery School	Х			Х			Χ
Park	X	Х		X	X	X	Χ
Philanthropic Institution	X			X			Χ
COMMERCIAL							
Amusements, Commercial Indoor	X			X			Χ
Amusements, Commercial Outdoor excluding Motorized	X			Х			Х
Animal Grooming Facility	X		X	X			Χ
Art or Photo Studio or Gallery	X		Х	X	X		X
Bakery, Retail	Х		Х	Х			Х
Bank, Branch Office	Х		Х	Х			Х
Bank, Drive-Up Electronic Teller	Х		Х	Х			Χ
Bank, Main Office	X		Х	Х			Х
Barber or Beauty Shop	Х		Х	Χ			Χ
Book or Card Shop	X		Х	Х	Х		Х
Business and Communication Service	X		Х	Х			Х
Catering Establishment	X		Χ	Χ			Х
Clothing Store	X		Х	Х	Х		Х
Coffee, Food, or Beverage Kiosk ⁶	X			Х	Х		Х
Commercial Center	X		Х	Х			Х
Convenience Sales and Service, maximum 5,000 sq. ft. floor area ⁸	X		Х	Х			Х
Delicatessen	X		Х	X			X
Department or Discount Store	X			X			X
Dry Cleaning	X		X	X	V.		X
Dry Cleaning Pick-Up Station	X		X	X	X		X
Financial Service ⁴ Flower or Plant Store	X		X	X	Х		X
	X		X	X			X
Garden Lawn Supplies and Hardware (Only in Area 3 adjacent to Area 4 ⁵⁾			Χ	Χ			Χ

Notes

- Area 7 is generally based off Mixed-Use Zoning designation from 2020 Zoning Ordinance with minor modifications.
- 2. Single-Family attached generally refers to townhome and stacked flat condominium uses.
- 3. Restaurants that primarily promote food consumption within motor vehicles on the premises will not be permitted.
- 4. Financial services permitted include banks, financial advisors, investment management services, tax-preparation services and other similar type financial services. "Pay-day loan" services and cash advance facilities will not be permitted.
- Garden and lawn supply operations shall display merchandise indoors. No outdoor storage shall be permitted.
- 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 & 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.

*NOTE: An amendment to Area 6 is currently being reviewed by staff to revise the zoning of this area from PUD to CH.

Land Use Table

Clari Park c

USES PERMITTED	LAND USE AREA ^{1,7}						
	Area 1 Area 2 Area 3 Area 4 Area 5 Area 6 Ar					Area 7 ¹	
	(CH)	(PUD)	(CH)	(CH)	(PUD)	(PUD)	(PUD)
Gas Station ⁸			Х				
Health Club	X		Х	Х			Х
Interior Decorator	X		Х	Х	Х		Х
Karate, Instruction	Χ		X	Χ			X
Keys, Locksmith	Χ		X	X			X
Laboratories, Medical - Exclude Plasma Donation Center	Χ		X	X			X
Laboratories, Testing	X		X	Х			Х
Liquor Store (No Drive-Thru)	X		Х	Х			Х
Movie Theater	X			Х			Х
Music or Dancing Academy	X		Х	Х			Х
Offices	X		Х	Х	X		Х
Optical Dispensaries	Χ		X	Χ			X
Personal Service Establishment (Hair, Nails)	X		X	Х	X		Х
Pet Shops	Χ		X	Χ			Х
Pharmacies	X		Х	Х			X
Reducing and Weight Control Service	Χ		X	Χ			Х
Restaurant and Carry-Out Restaurant	X		Х	Х			X
Restaurant, Drive-In ³	Χ		X	Χ			Х
Restaurant, Specialty	Χ		X	X			X
Restaurant, Specialty -Limited	Χ		X	Х			Х
Retail Shop, other than enumerated elsewhere	X		Х	Х			X
Shopping Center, Community	Χ		X	X			Х
Shopping Center, Neighborhood	Χ		Χ	Х			Χ
Veterinary Office	X		Χ	Х			Χ
Veterinary Clinic	Χ		Χ	Χ			Χ
OTHER							
Home Occupations	Х	Χ		Χ		Χ	Χ

Notes

- 1. Area 7 is generally based off Mixed-Use Zoning designation from 2020 Zoning Ordinance with minor modifications.
- 2. Single-Family attached generally refers to townhome and stacked flat condominium uses.
- 3. Restaurants that primarily promote food consumption within motor vehicles on the premises will not be permitted.
- 4. Financial services permitted include banks, financial advisors, investment management services, tax-preparation services and other similar type financial services. "Pay-day loan" services and cash advance facilities will not be permitted.
- 5. Garden and lawn supply operations shall display merchandise indoors. No outdoor storage shall be permitted.
- 6. Kiosk use will be restricted to "walk-up" style kiosk operations in open space or park settings. Vehicular drive-up use is prohibited.
- 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 & 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.

*NOTE: An amendment to Area 6 is currently being reviewed by staff to revise the zoning of this area from PUD to CH.

Clari Park

Land Use Parameters

Land-Use Parameters							
	Area 1 (CH)	Area 2 (PUD)	Area 3 (CH)	Area 4 (CH)	Area 5 (PUD)	Area 6 (PUD)	Area 7 (PUD)
RESIDENTIAL DENSITY	,	,	,	,	,		,
Maximum Dwelling Units Multiple-Family	0		0	0	300	0	0
Maximum Dwelling Units Single-Family attached	0	134	0	0	0	48	100
Maximum Dwelling Units Single-Family detached	0	21	0	0	0	17	0
Minimum Lot Area	- v				Ŭ	N/A - Units will have	Ů
William Lot Area	none	N/A - Units will have Horizontal Property Regime (HPR)	none	none	5 acres for mulitiple-family N/A for all other uses	Horizontal Property Regime (HPR) See page 54 (typ.)	N/A
Miniumum Lot Width	N/A for all other uses	N/A - Units will have Horizontal Property Regime (HPR)	50' min. lot width on Medical Center Pkwy.	N/A	N/A	N/A - Units will have Horizontal Property Regime (HPR) See page 54 (typ.)	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'	15'	42'	42'	15'	15'	15'
Minimum Side Yard							
Porches, stoops, and bay windows may extend into setback S	10'	5'	10'	10'	10'	5'	5' for townhomes 10' for all other uses
Minimum Rear Yard	20'	20'	20'	20'	20'	20'	20'
LAND-USE INTENSITY RATIOS							
Max FAR	None	None	None	None	None	None	None
Minimum Livable Space Ratio	None	None	None	None	None	None	None
Minimum Open Space Requirement	20%	20%	20%	20%	20%	20%	20%
Minimum Formal Open Space Requirement		T		reage and use as determined in			
Min Lot Coverage	None	None	None	None	None	None	None
Max Height	45'	35'	75' 150' for Office, Hotel, and Hospital	75' 150' for Office, Hotel, and Hospital	45' for S.F. 75' for multiple-family uses 150' for commercial/office uses	35'	45' for residential 150' for commercial/office uses
		Single-Family Attached a	and Multiple-Family Uses				
			er bedroom				
Parking Ratio		4 spaces per unit (inc	Detached Uses ludes garage spaces) er Uses:		will be considered as meeting pa		ential and Multi-Family Residential will not be used for the parking or s, or equipment.
		Per "Chart 4" of 202	0 Zoning Ordinance.				

Landscape Yard Minimums and Building Setbacks									
Roadway	Minimum Landscape Yard	Building Setback	Notes						
Medical Center Parkway	25'	50'	Arterial Road	Arterial Road					
Robert Rose Drive	15'	15'	Local Road						
Wilkinson Pike	30'	30'	Berm shall be constructed within 30' buffer per Agreement with City (RB1614, pgs 3731-3745) prior to or as part of initial phase of construction No building exceeding 3 stories in height shall be erected within 100 feet of the South right of way. No apartment development shall be placed on Property (within 100' of Wilkinson Pike) unless approved by the Planning Commisssion and the City Council as a Planned Development.						
Willow Oak	15'	15'	Local Road						
Clari Lane (to be named) (Road behind outparcels)	15'	15	Local Road						

*NOTE: An amendment to Area 6 is currently being reviewed by staff to revise the zoning of this area from PUD to CH.

Requested Exceptions

Exception

- Requesting "Single Family Attached" Residential and "Single Family Detached" Residential Use be permitted (Not currently permitted in underlying MU zoning)
- 2. Requesting exception to 25 units/acre density requirement for a maximum density of 27 units/acre for Area 5. Current Site Plan estimates 26.3 units/acre. the average residential density for the overall master plan is significantly below 25 units/acre
- 3. Request adjustment to parking ratio requirement for 1-bedroom residential multifamily units of 1.5 spaces per bedroom to 1.1 per bedroom and removal of parking requirement for up to 10,000 sf of office space on first floor of the Multifamily project.
- 4. An exception to allow outdoor sales and the sale of food and beverage in park space and public open space for temporary special events
- 5. Porches, stoops, and bay windows may extend into setbacks

Community Management & Operations

Clari Park c

As the Master Developer of Clari Park, the Hines development management team will implement development management and operations controls to ensure that the community is developed and managed in accordance with the approved PUD and Commercial Highway Zoning Master Plan and to implement the vision of the Master Developer and design team. Elements of the management and operations are:

Development Management - The Master Developer will manage the design, permitting, construction and close-out of the horizontal infrastructure within Clari Park including mass grading, utilities, stormwater management and roadways. Development management by the Master Developer will be performed directly for the Hines development venture and on behalf of the town home builder.

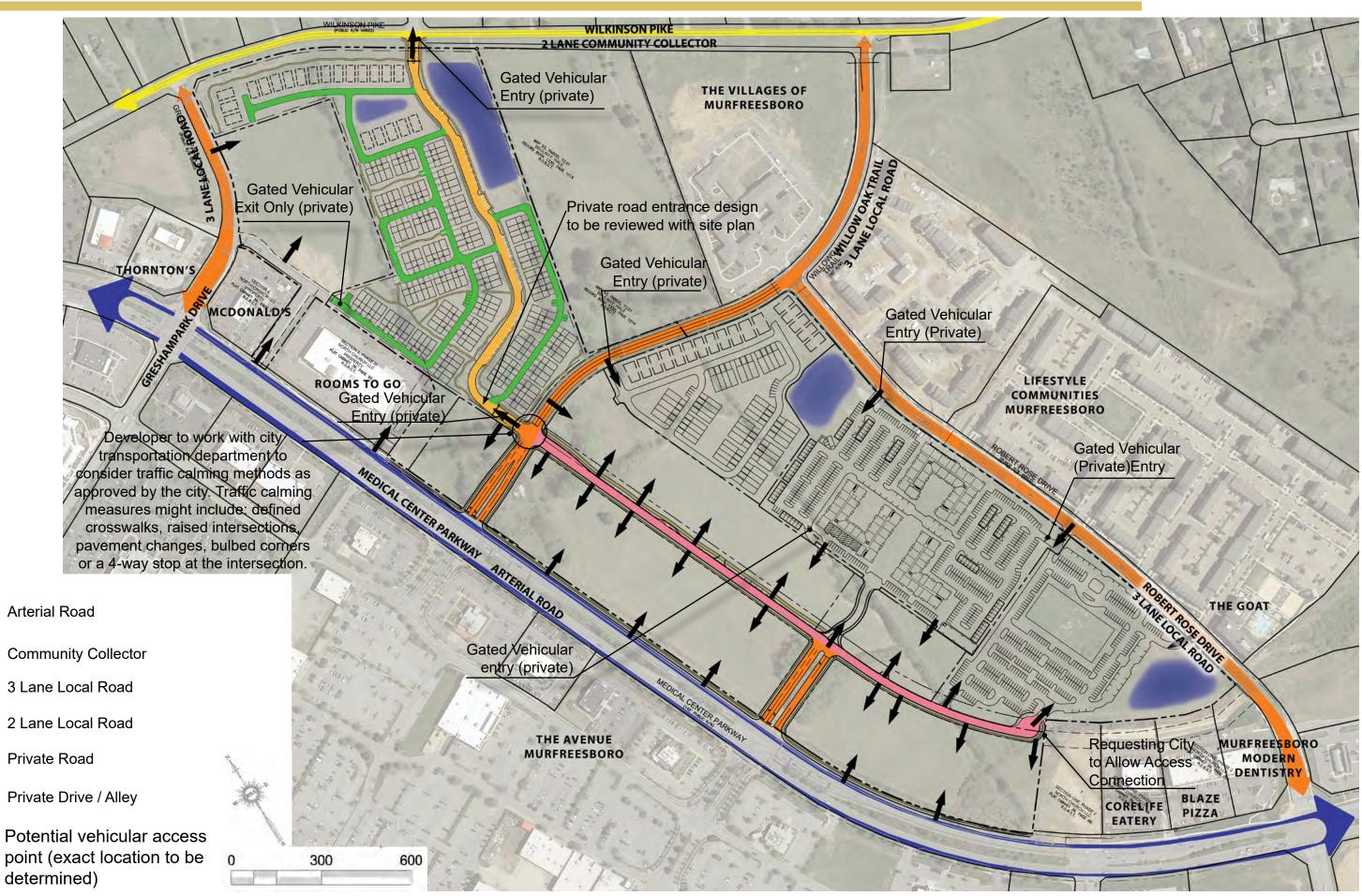
Commercial Land Sales - Hines will directly negotiate and transact all commercial land sales and incorporate provisions that require compliance with the zoning regulations within such sale contracts. Purchase agreements will obligate commercial properties to be subject to architectural review and compliance with the Clari Park Covenants and Restrictions

Site Plan Reviews - The Master Developer will work through an iterative site plan design process with the commercial parcel and town home parcel owners to ensure that all site plans are consistent with the overall site planning and landscape themes of Clari Park including strong pedestrian connectivity.

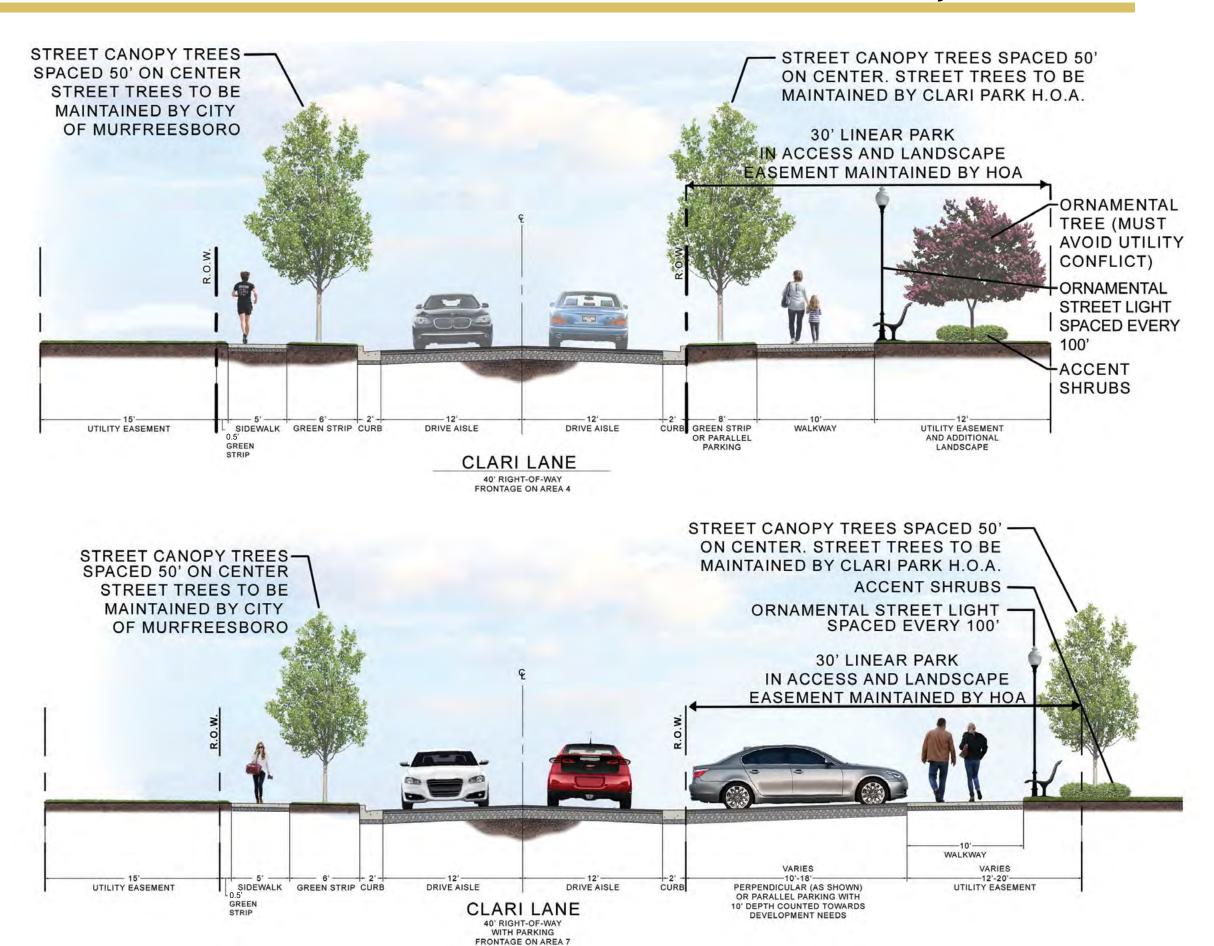
Architectural and Landscape Design Review - The Master Developer will create and coordinate the activities of an architectural review committee that will review the building plans for all commercial parcel owners within Clari Park. Commercial owners will be encouraged to submit preliminary design concepts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

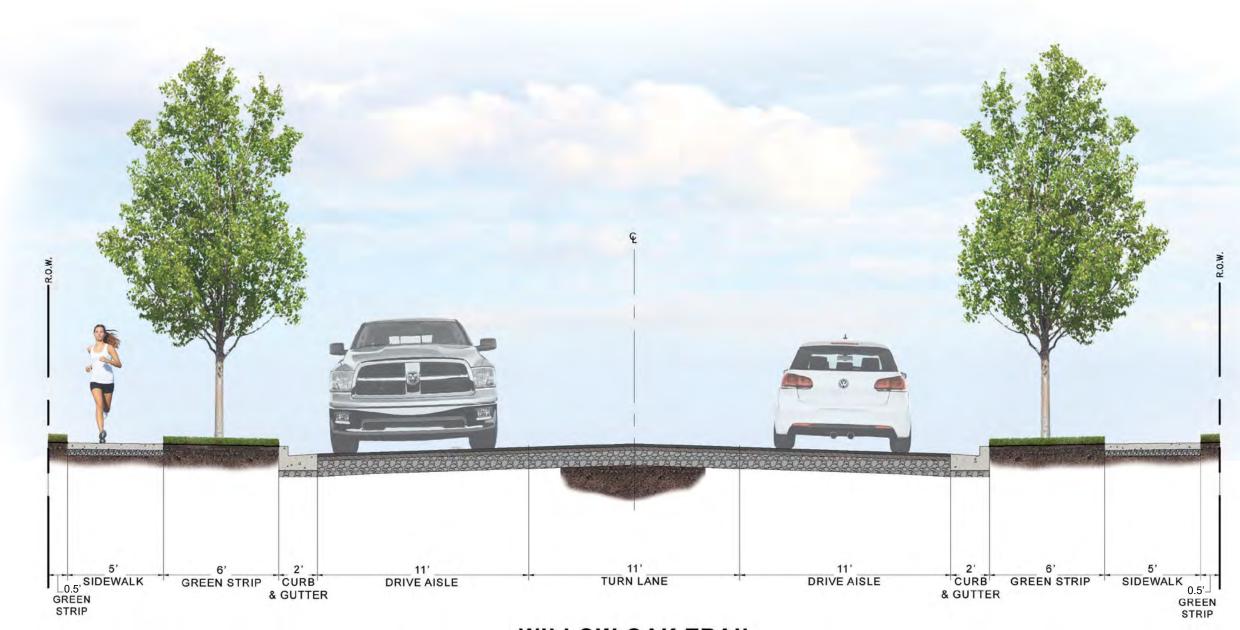
Property Management / Covenants and Restrictions - Property management associations will be created for the commercial and residential properties within Clari Park with covenants and restrictions that are enforceable by these associations. Standards for the maintenance of common area and private properties will be established in the covenants and enforced by the associations with Master Developer providing oversight and coordination throughout the development period. The covenants and restrictions shall expressly provide the right for the property management company to tow vehicles that are not parked in legal common area or private spaces and shall further obligate to the property management company exercise this right when notified by residents or by the city.

Vehicular Transportation Network







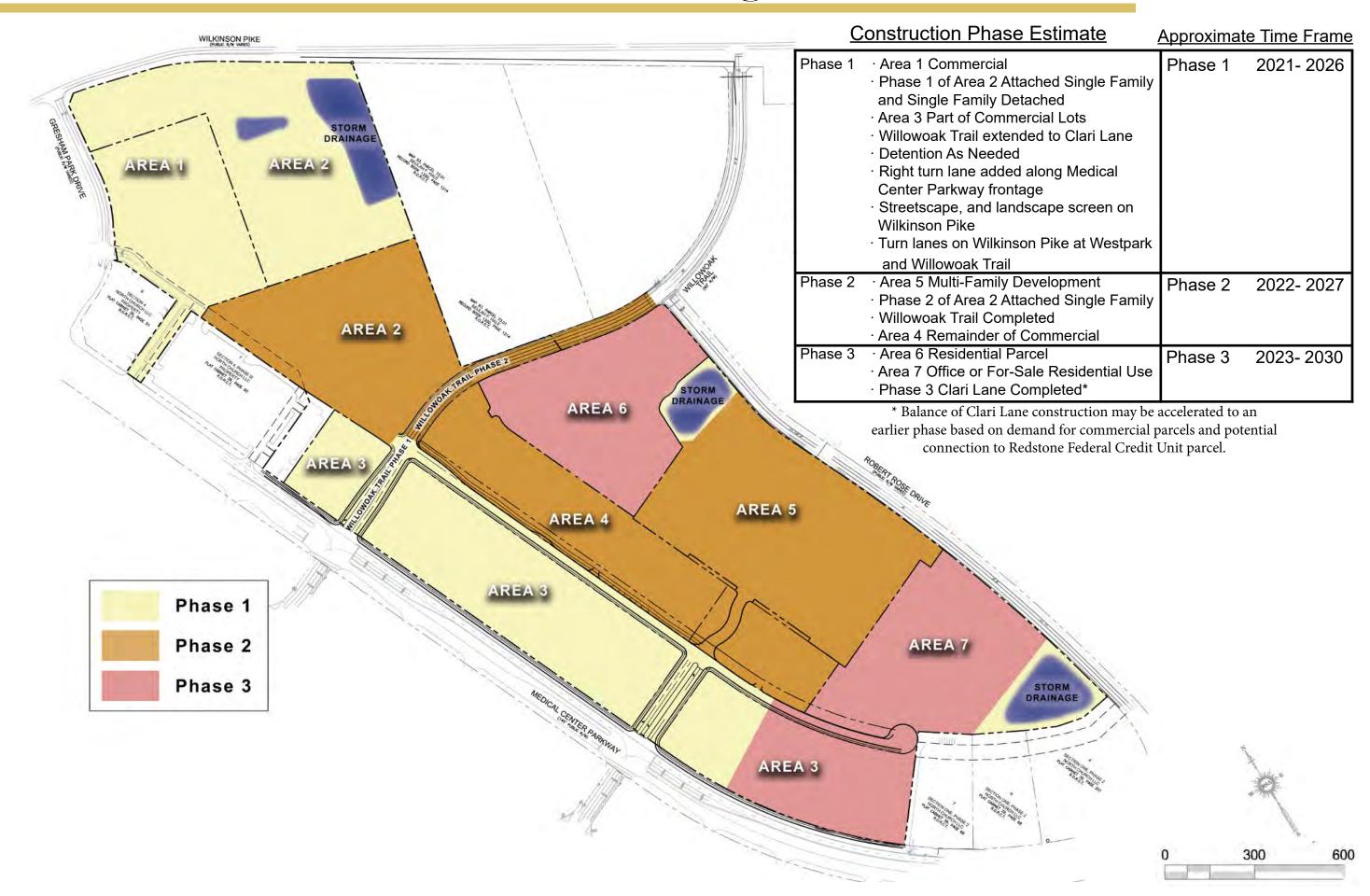


WILLOW OAK TRAIL

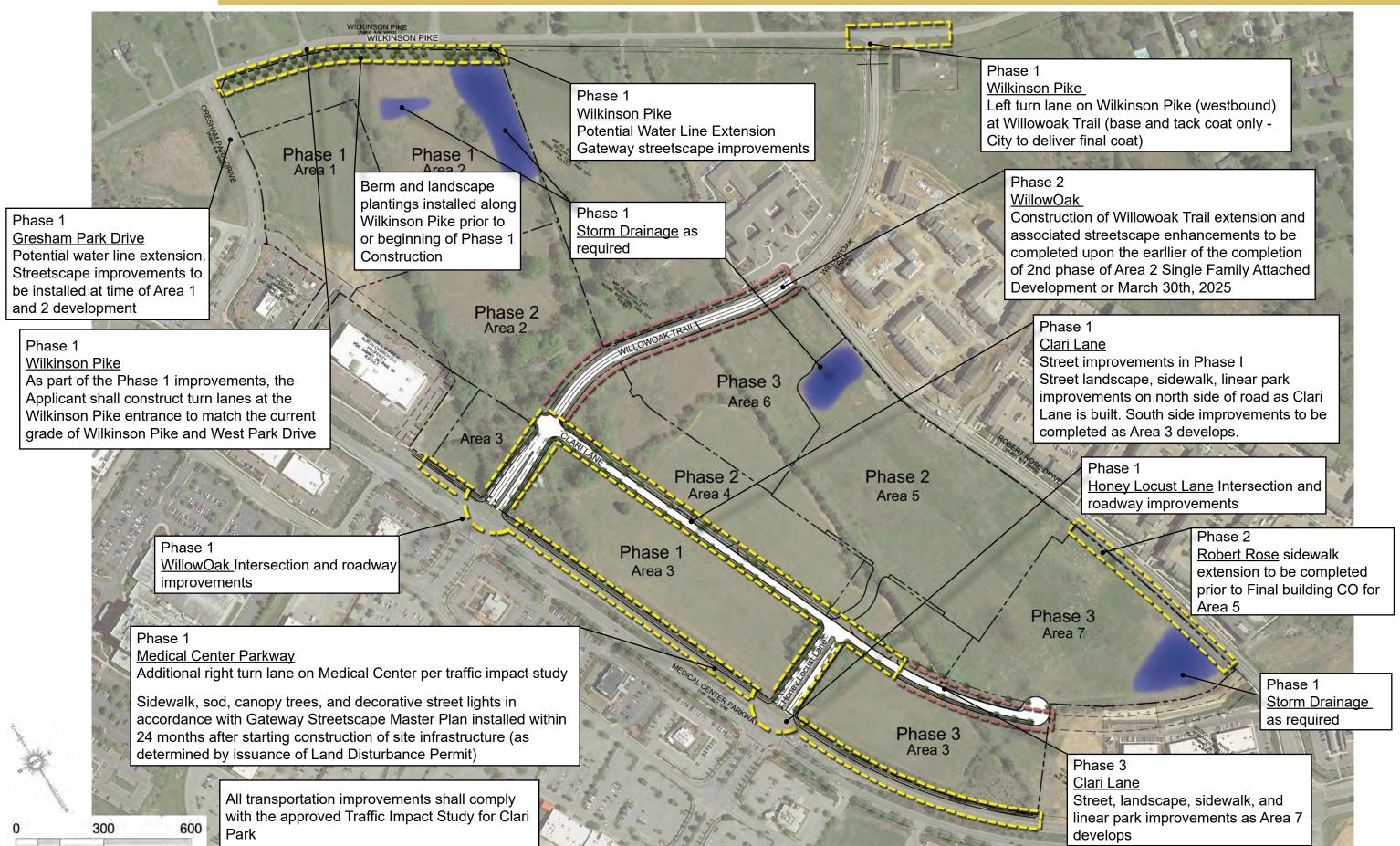
60' RIGHT-OF-WAY

Right of way will vary at intersections with Medical Center Parkway based on turn lane requirements

Phasing General Master Plan



Public Improvements



Clari Park

Public Improvement Phasing

WillowOak Trail

Phase 1

- WillowOak Trail at MCP intersection improved with egress lanes / turn lanes as shown on public improvements plan.
- WillowOak Trail street improvements from Medical Center Parkway to Clari Lane intersection. Landscape and sidewalk improvements from Medical Center Parkway to Clari Lane intersection.
- WillowOak Trail and Medical Center Parkway intersection improvements in accordance with gateway streetscape master plan. (Seat wall, pedestrian plaza, and crosswalk)

Phase 2 or 3

WillowOak Trail street improvements and public streetscape enhancement from Clari Lane to Robert Rose Drive. Construction of Willowoak Trail extension and associated streetscape enhancements to be completed upon the completion of 2nd phase of Area 2 Single Family Development or March 30th, 2025, whichever is earlier.

Wilkinson Pike

Phase 1

 As part of the Phase 1 improvements, the Applicant shall construct turn lanes at the Wilkinson Pike entrance to match the current grade of Wilkinson Pike and West Park Drive and a left turn lane from Wilkinson Pike onto Willowoak Trail

Honey Locust Lane

Phase 1

- Honey Locust Lane at MCP intersection improvements with egress lanes / turn lanes as shown on public improvement plan.
- Honey Locust Lane street improvements from Medical Center Parkway to Clari Lane intersection. Landscape ornamental lighting and sidewalk improvements from Medical Center Parkway to Clari Lane intersection.
- Honey Locust Lane and Medical Center Parkway intersection improvements in accordance with gateway streetscape master plan. (Seat wall, pedestrian plaza, and crosswalk)

Clari Lane

- Phase 1 and 2 Clari Lane street improvements from Willow Oak Trail to end of phase 2. (Frontage on Area 4)
 - Streetscape and Linear Park improvements fronting Area 4 to be completed with initial construction of Clari Lane. South side improvements to be completed as Area 3 develops.
 - Applicant will commit to connect southern end of Clari Lane with adjacent bank parcel should a legally and commercially feasible solution be presented to do so. Applicant will work with City and adjacent landowner to explore viability of such a solution.

Phase 3

Clari Lane street improvements, streetscape and linear park improvements fronting Area 7 and phase 3 commercial lots.

Medical Center Parkway / Robert Rose Drive

Phase 1

Additional right turn lane along all lots fronting Medical Center Parkway

Phase 1, 2, 3

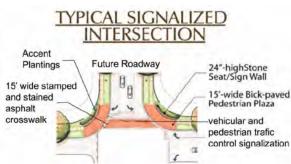
Sidewalk, sod, canopy trees, and decorative street lights in accordance with the Gateway Streetscape Master Plan installed within 24 months after starting construction of site infrastructure (as determined by issuance of Land Disturbance Permit)

Phase 2

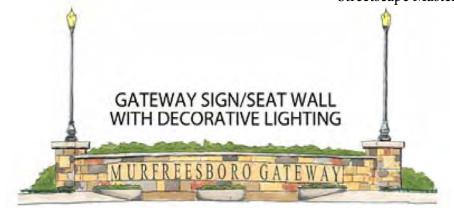
Robert Rose sidewalk extension to be completed prior to Final building CO for Area 5

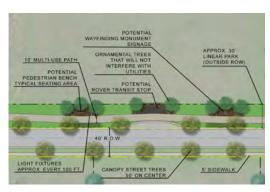


WillowOak Trail street improvements Gateway Seat wall(s) at intersection See page 22

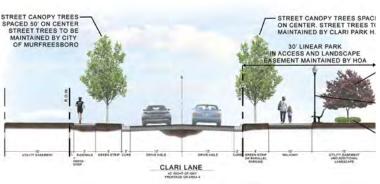


Gateway intersection at Willow Oak and Medical Center Parkway and Honey Locust Lane and Medical Center Parkway See page 13 of the Murfreesboro Gateway Streetscape Masterplan

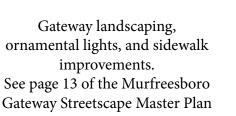




Clari Lane Linear Park **Improvements** See page 27

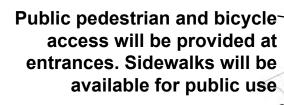


Clari Lane Street Improvements See page 21





Green Space Connections Master Plan



Connection of open space § with linear parks in § **Garden Townhome District** Phase 1





Pond

Green space in front of townhome units (See Page 37)

Phase 1

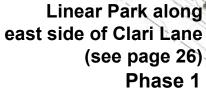
Note: All areas within Clari Park will meet the minimum formal and informal open space requirements associated with each site at the time of development.

Public pedestrian and bicycle access will be provided at entrances. Sidewalks will be available for public use

Pond

Historic Markers and locations for potential public art along **Clari Lane Corridor - Specific** design to be determined.

> Pedestrian connections to **Robert Rose Drive and Commercial areas**





Grand Lawn and Linear Park at Area 5 (see page 28)



Phase 2 **Commercial Lawn** (see page 29)



Clari Lane Linear Park

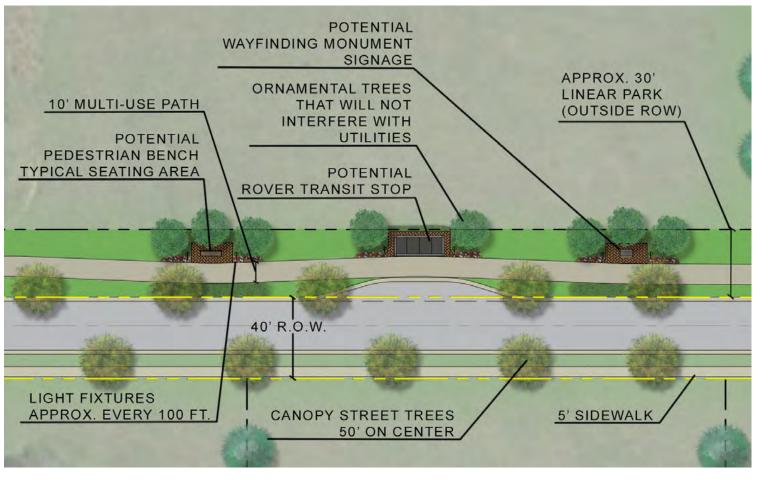
Clari Lane Linear Park

Clari Lane will function as the main street of Clari Park by connecting the different land use areas. Through the provision of green space running parallel to the street. Included in this green space will be a 10' wide multi-use path on the east side of the street, possible on street parking and transit stops, ornamental, pedestrian scaled streetlights, pocket parks with benches and site furniture. The landscape will include street canopy trees and ornamental trees. The concept design depicted for the linear park on Clari Lane is to confirm the streetscape elements and amenities that are part of the master plan. Specific layout and detailed design will occur when site plan and street improvement plans are developed.













Connection of Open Space

Open spaces and pedestrian networks will extend from the linear park along Clari Lane to other areas within the project and adjacent properties. This will facilitate pedestrian circulation within the site, to the commercial district along Medical Center Parkway, and the Avenue beyond. The pedestrian walkway through Area 6 will provide a pedestrian and green space connection through the higher density portion of Clari Park. It also functions as part of the pedestrian network between Clari Lane and Robert Rose Drive, which will provide a connection to the Avenue through the project for Henley Station residents.

The connections in Area 2 (the Townhome Garden District) will include the incorporation of existing mature trees, proposed for preservation between Area 1 and Area 2. It will also connect pedestrian pathways to the front greenspace between residential buildings. This will link the front door of residential homes to a comfortable pathway that leads to surrounding amenities and places of commerce.









Area 1 (Commercial Highway)

This area is reserved for commercial or institutional uses as allowed in the CH zoning category. It has primary frontage on Gresham Park Drive as well as egress from Medical Center Pkwy. A larger commercial user can be accommodated on this parcel given the site's size and its visibility from the Gresham Park Drive and Medical Center Pkwy intersection and benefits from a large area for dedicated parking spaces. Residential uses are not permitted in area 1.

Area 4 (Commercial Highway)

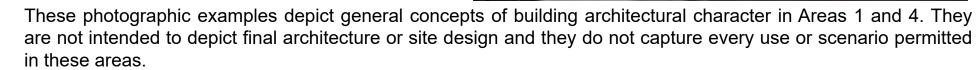
This commercial development area provides flexibility in space and response to market conditions. The design form for this area could allow for integrated, shared parking, vertical development, and a mixture of commercial and office use. Area 4 has a strong relationship to the central spine of the project along Clari Lane and is well connected to the residential components of Clari Park. Residential uses are not permitted in area 4. This area could be well suited for the development of a hotel, restaurants, community grocery, corporate office or entertainment type of development.

Commercial Uses Materials Palette (Per Murfreesboro Design Guidelines)

- Primary material
 - Brick (full thickness or thin-set)
 - Cast stone
 - Natural or synthetic stone
- Secondary materials
 - Exterior Insulation Finish System (EIFS)
 - Split-face or ground-face, or polished-face concrete masonry (integrally colored)
 - Architectural metal panels with durable finish and defined profile
 - Composite panels
 - Cementitious siding or panels
 - · Wood siding may be used on small scale buildings
 - Fabric Awnings
- Tertiary materials:
 - Metal copings, flashings, and trim
 - Wood or cementitious trim
- Prohibited materials
 - Smooth-face concrete masonry
 - Corrugated metal "R" panels









e Clari Park Commercial Highway (CH) - Photographic Examples (Areas 1 & 4)

Architectural standards set forth in the Murfreesboro Design Guidelines and GDO standards referencing general character, heights and setbacks, building mass, scale and proportion, building composition and rhythm, transparency, articulation and expression, materials, color, and roof design will be adhered to with the design of this project.







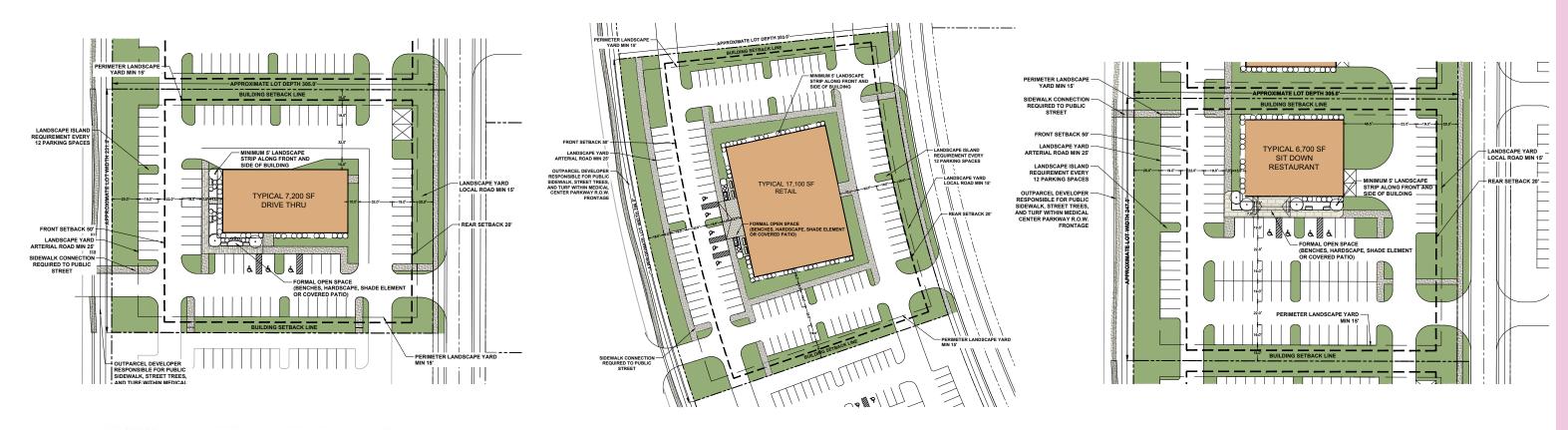






Commercial General Description - (CH Commercial Area 3) Clari Park e

- Commercial parcels in Area 3 range in size from approximately 1 to 3 acres and parcel boundaries are subject to change
- Commercial parcels in Area 3 will relate to existing commercial land patterns established along Medical Center Parkway.
- Commercial establishments in Area 3 will connect to the proposed residential and mixed use components of Clari Park and encourage a local, walkable lifestyle to occur in the gateway.
- Proposed residential densities that are part of the Clari Park plan, contribute to the commercial value and viability of Area 3.





- These typical outparcel layouts depict possible scenarios to illustrate how commercial developments may fit into Clari Park.
- Layouts are conceptual in nature. Final site design for each specific parcel will be provided at the time of actual development.
- Street improvements on Medical Center Parkway will follow the Gateway Streetscape Master Plan and City of Murfreesboro Design Guidelines including a 12' landscape area with a minimum 6' wide serpentine sidewalk

e Clari Park Commercial Photographic Examples (Area 3 & Area 4)







Architectural standards set forth in the Murfreesboro Design Guidelines and GDO requirements referencing general character, heights and setbacks, building mass, scale and proportion, building composition and rhythm, transparency, articulation and expression, materials, color, and roof design will be adhered to with the design of this project.

Commercial Uses Materials Palette (Per Murfreesboro Design Guidelines)

- Primary material
 - Brick (full thickness or thin-set)
 - Cast stone
 - Natural or synthetic stone
- Secondary materials
 - Exterior Insulation Finish System (EIFS)
 - Split-face or ground-face, or polished-face concrete masonry (integrally colored)
 - Architectural metal panels with durable finish and defined profile
 - Composite panels
 - Cementitious siding or panels
 - Wood siding may be used on small scale buildings
 - Fabric Awnings
- Tertiary materials:
 - Metal copings, flashings, and trim
 - Wood or cementitious trim
- Prohibited materials
 - Smooth-face concrete masonry
 - Corrugated metal "R" panels

Area 2 (Attached & Detached Single Family Residential Garden District)

Area 2 is the residential Garden District of Clari Park. It has ingress & egress from Wilkinson Pike and an extension of the local street network off Willow Oak Trail and both access points are permitted to be gated. It provides good opportunity for a mixture of residential housing options that include attached and detached single family. Single family homes in this district will have horizontal property regimes with side by side units sharing a common lot area. Some residential units are designed to front on green spaces and parks with vehicular access through an alley network in the rear. Buildings are limited to 3 story (35') to respect the context of Wilkinson Pike and the single family residential to the north. Attached and detached single family is part of the Clari Park Master Plan to help meet the market demand for homes that integrate into the local commerce and invested infrastructure of The Gateway. This form of homes appeals to residents who want to be part of a walkable community close to the surrounding retail and restaurant amenities. Attention is given to architectural details to relate to a residential and pedestrian scale and buildings are arranged to connect to common open space and linear parkways. Street networks in Area 2 will be private and parking is predominantly designed to be at the rear of residential units.

Area 6 (Attached & Detached Single Family Residential Village District)

Area 6 is the Residential Village District with access points at Robert Rose Drive and Willow Oak Trail that are permitted to be gated. It serves as a transition zone from the commercial core to the surrounding land use north and east of Clari Park. Like Area 2 the attached and detached single family in Area 6 helps meet the market demand for homes that integrate into the local commerce and invested infrastructure of The Gateway. Attached and detached single family homes will have have horizontal property regimes units sharing a common lot area. Townhomes will be designed with arrangements that have a strong relationship to the street and green space. Streets are designed to have strong landscape elements and pedestrian space and may be public or private. This form of home appeals to residents who want to be part of a walkable community close to the surrounding retail and restaurant amenities and provides homeownership options for young urban professionals and "empty nesters".

Area 7 (Attached Residential Village District)

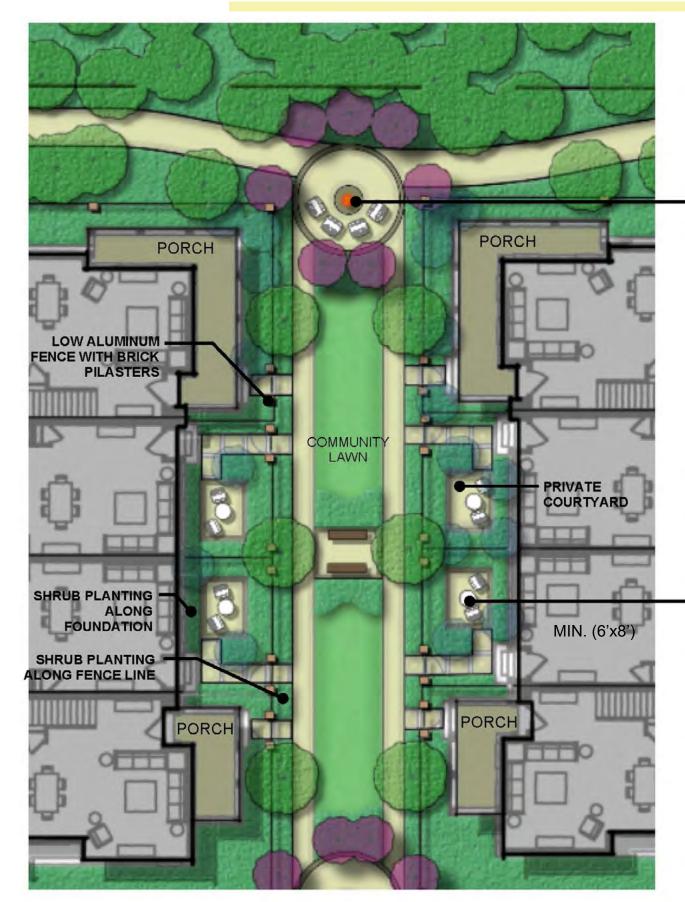
Area 7 is located at the southeast portion of Clari Park and is adjacent to existing commercial and high density residential land use. This development area provides flexibility in space and response to residential market conditions for single family attached residential development. Area 7 has a strong relationship to Robert Rose Drive and Clari Lane providing good pedestrian connections to surrounding amenities.

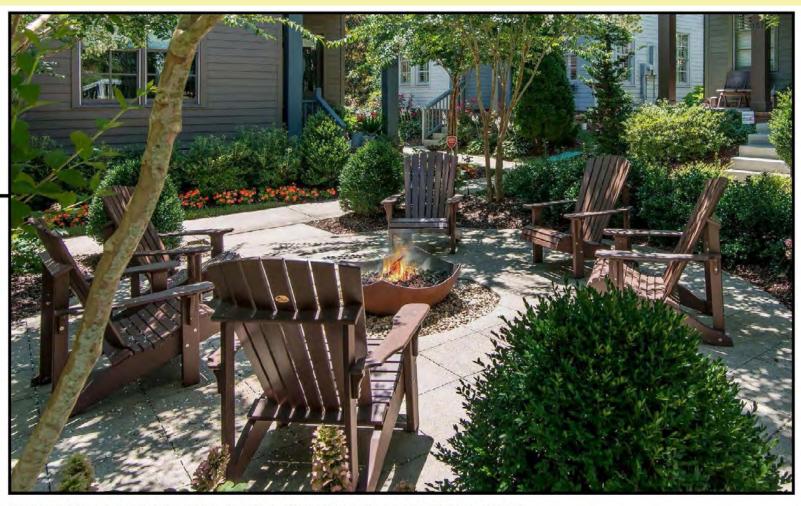
All single family detached and attached residential units in Clari Park are proposed to be established with Horizontal Property Regimes



Residential Garden District







COMMUNITY FIRE-PIT / GATHERING SPACES





PRIVATE FENCED FRONT YARD WITH ON-GRADE PATIO







Single Family Attached Enlargement (Area 7)





CLARI PARK CHARACTER AREA 7 **PUD AMENDMENT**

Total Land Area: ±8.04 Acres

Total Number of Units:

±9.95 Units/Acre

Yield: 80 Units/8.04 Acres = Total Open Space:

±1.61 Acres (20%) ±0.40 Acres (5%)

Length of New Roadway: ±1,616 Linear Feet

(80) 3 Bedroom Units X 1.1 Per Bedroom = 264 Spaces

Parking Required = 264 Spaces Parking Provided with Units= 320 Spaces

80 Units (2 Garage & 2 Driveway)

Parking Provided in Visitor = 27 Spaces +2 H.C. Total Parking Provided = 349 Spaces

Proposed Townhomes

Open Space

Detention Pond

Roadway

Sidewalk/Walking Trail

Interior Elevation End Units

Enhanced Elevation End Units

End units fronting onto Roby Corlew Lane or Robert Rose Drive shall be require to have 4-stories. See page "AMEND-5" for elevations.

SEC, Inc.

SEC Project #14358

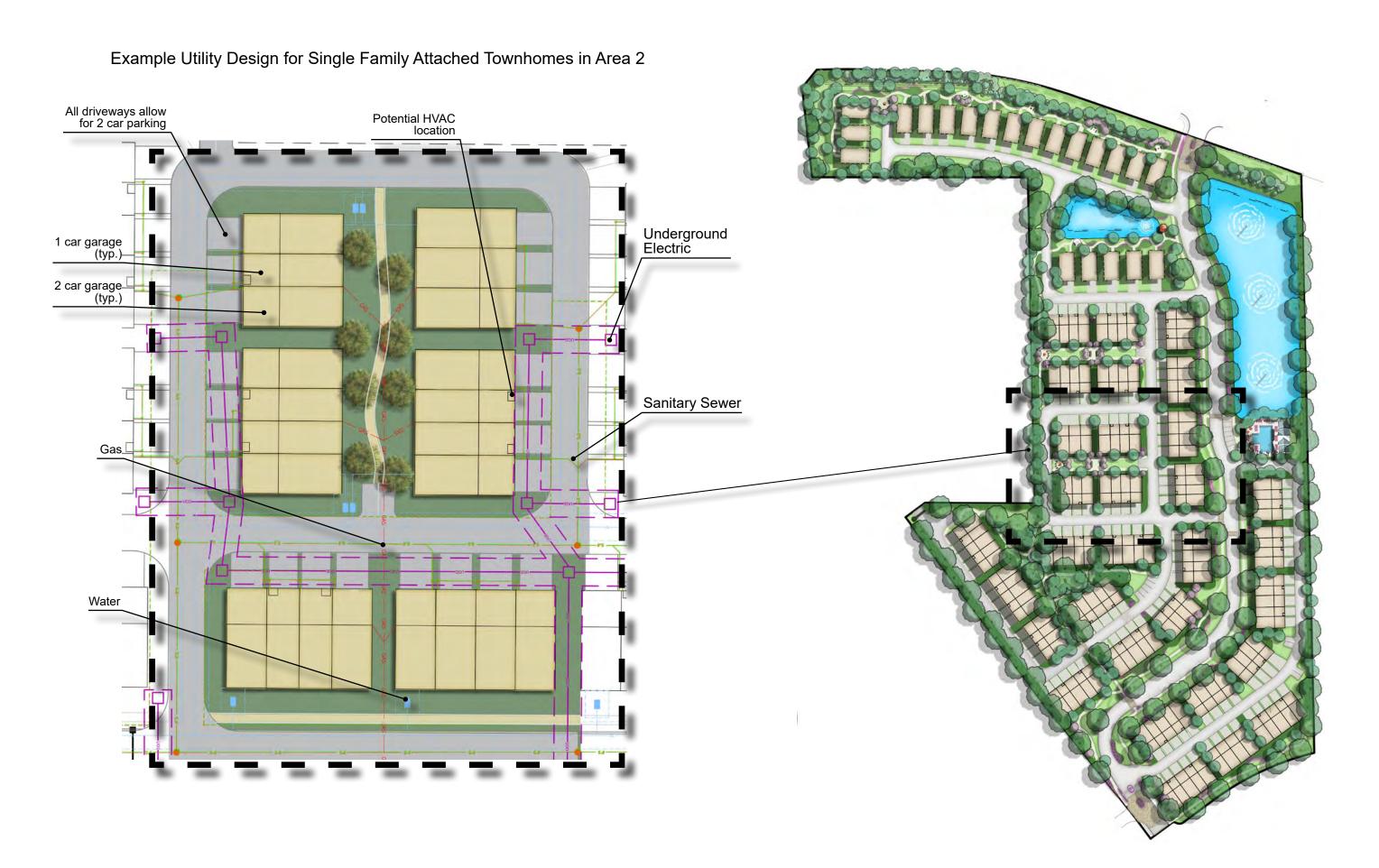
Murfreesboro, Tennessee





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Single Family Attached Private Street Network / Utilities Clari Park f





All units will have a driveway to accommodate two cars.

*NOTE: An amendment to Area 6 is currently being reviewed by staff to revise the zoning of this area from PUD to CH.



2 car garages.

two cars.

All units will have a driveway to accommodate

Clari Park

Parking Diagram Single Family Attached - Area 7



Architectural Guidelines - Townhomes & Single Family Homes (Areas 2, 6, & 7) Clari Park f

Single Family Attached and Detached Specifications:

Building Construction and Design

- Single family homes shall be a minimum of 1,800 square feet (heated/cooled) and have a minimum of three bedrooms. (Based on heated space and excluding garage)
- Townhomes dwelling units shall be a minimum of 1,400 square feet (heated/cooled) and have a minimum of two bedrooms. (Based on heated space and excluding garage)
- Buildings shall avoid long uninterrupted facades. Variations in the roof line including dormers and gables or wall plane shall be used to break up the mass of the building.
- Exterior details such as shutters, wall lanterns, louvers, dormers as appropriate to the architectural style shall be incorporated to add interest and richness to the front facades.
- Foundation planting landscape materials shall be provided along all four elevations as required by GDO and Murfreesboro design guidelines and front lawn areas shall be sodded per city design guidelines and GPO requirements
- Garages shall not be used for the storage of boats, recreational vehicles, trailers or equipment.
- All dwelling units with attached garages shall locate access to the garage at the rear or side of the building
- Driveways for single family homes shall be a minimum of 16' wide to accommodate two cars
- Driveways for townhome dwelling units shall be a minimum of 16' wide to accommodate two cars and 8' wide to accommodate one car. Driveways shall be a minimum depth of 20 from access drive
- The incorporation of front patios, porches, bay windows and stoops shall be encouraged and shall be permitted to extend into the front yard and side yard setback.
- The finished floor of dwellings shall be designed such that the elevation is a minimum of 18" above the adjacent exterior grade at the front of the dwelling.
- Mechanical systems and above-grade utility elements shall be located in the rear or side
 of dwellings whenever possible with the exception of electrical and telecommunications
 equipment that will be placed in designated easements.
- Any on-grade front patios must be 8' long by 6' deep with decorative fencing
- Detached single family homes shall have a minimum 2 car garage
- Attached single family homes shall have a minimum of 1 car garage
- Single-Family attached buildings that have 3 units shall have no more than 1 single-car garage per building and single-family attached buildings that have 4 and 5 units shall have no more than 2 single-car garages per building

Exterior Building Materials

*NOTE: An amendment to Area 6 is currently being reviewed by staff to revise the zoning of this area from PUD to CH.

- The following exterior materials shall be permitted on the exterior façade:
 - 1. Brick veneer natural color or painted
 - 2. Cementitious and fiber cement composition siding (i.e. Hardie, Certainteed)
 - 3. Stone natural or manufactured stacked stone
 - 4. Wood siding in limited locations or trim elements nay be used if appropriate in context to the architectural style.
 - 5. Windows may be constructed of pre-finished aluminum, vinyl, or vinyl clad wood. Window mullions shall be provided appropriate to the architectural style.
 - 6. The use exposed concrete block, split-faced block, vinyl siding or corrugated metal siding shall be prohibited. Glass block is prohibited on the front elevation of dwellings. (Note: Vinyl may be used for exterior soffits and miscellaneous trim).
- The following exterior materials shall be permitted as roofing materials:
 - 1. Dimensional Composition Roof Shingles
 - Metal roof in limited accent applications such as porches and bay windows if appropriate in context to the architectural style.
 - 3. Garage doors shall be carriage style or decorative
- All single family attached and detached units in Areas 2, 6, and 7 will be established with a horizontal property regime

2024 Area 7 PUD Amendment Revisions:

- Building shall not be required to provide the wrap-around porches as previously stated on page 43 of the approved plan book.
- Buildings shall not be required to include the 8' long and 6' deep fenced area along homes that have a front patio at grade.
- Building heights shall be revised to include the option for an additional story, making 4-stories the maximum. The optional forth floor shall provide an outdoor patio space.

Clari Park Architectural Examples - Townhomes & Single Family Attached (Areas 2, 6, & 7)



Architectural Examples - Townhomes & Single Family Attached (Areas 2, 6, & 7) Clari Park f







f

Clari Park Architectural Examples - Townhomes & Single Family Attached (Areas 2, 6, & 7)

Example Side and Rear Elevations







Decorative Garage Doors



FRONT ELEVATION EXAMPLE OF 3-UNIT TOWNHOMES



FRONT ELEVATION EXAMPLE OF 4-UNIT TOWNHOUSE



REAR ELEVATION EXAMPLE OF 3-UNIT TOWNHOMES



REAR ELEVATION EXAMPLE OF 4-UNIT TOWNHOUSE



FRONT ELEVATION EXAMPLE OF 5-UNIT TOWNHOUSE



FRONT ELEVATION EXAMPLE OF 6-UNIT TOWNHOUSE



REAR ELEVATION EXAMPLE OF 5-UNIT TOWNHOUSE



REAR ELEVATION EXAMPLE OF 6-UNIT TOWNHOUSE



ENHANCED SIDE ELEVATION (3-STORY)



INTERIOR SIDE ELEVATION (3-STORY)



INTERIOR SIDE ELEVATION (4-STORY)

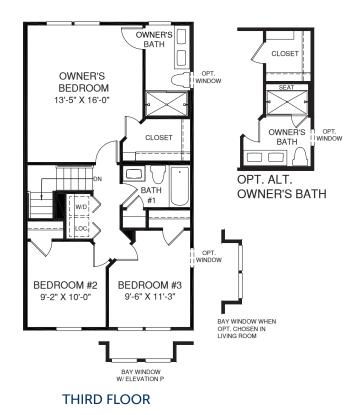


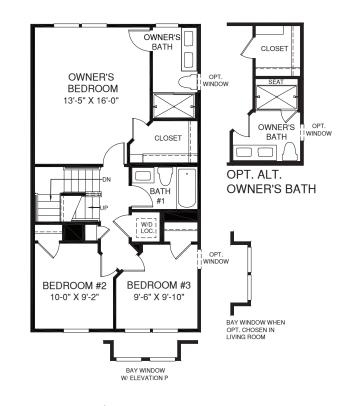
ENHANCED SIDE ELEVATION (4-STORY)



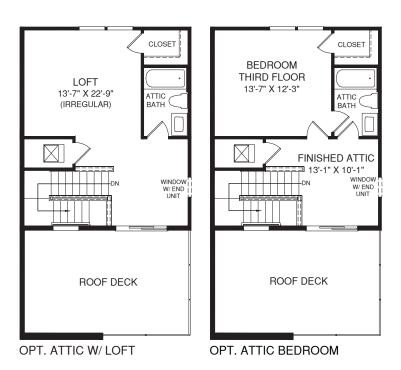


SECOND FLOOR





THIRD FLOOR W/ OPT. FOURTH FLOOR ATTIC



OPT. FOURTH FLOOR ATTIC





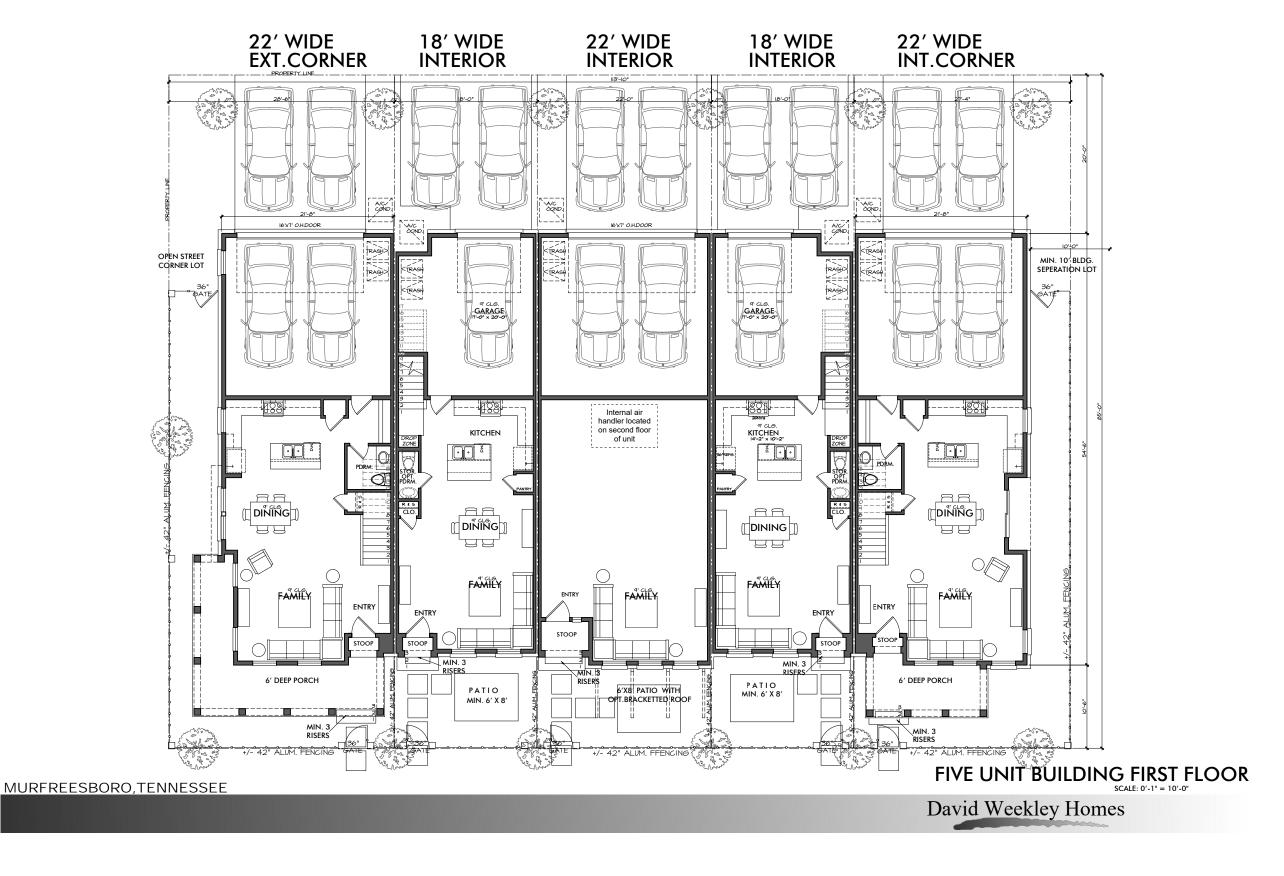


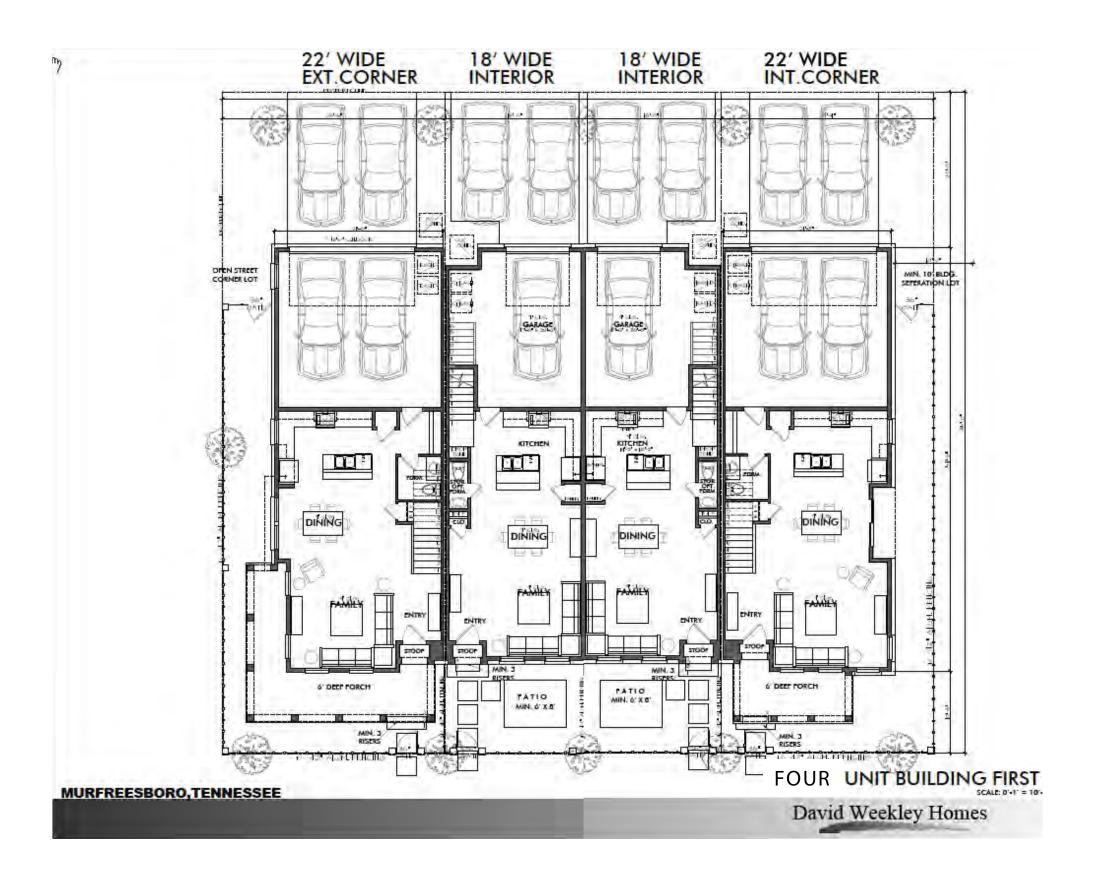
Example Side and Rear Elevations



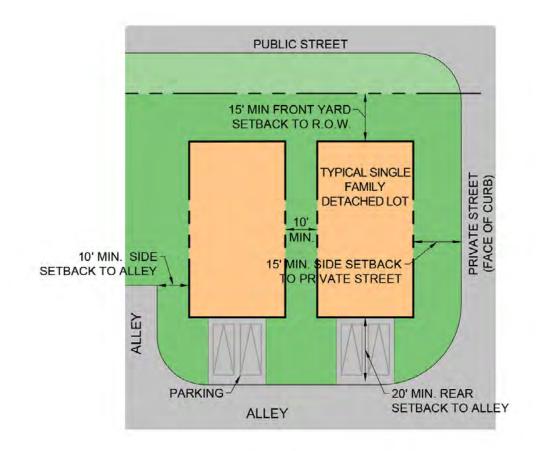








S.F. Attached / S.F. Detached Areas 2, 6, & 7 (Front, Side, and Rear Setbacks)



PUBLIC STREET PRIVATE STREET (FACE OF CURB) 20' MIN. FRONT 15' MIN FRONT SETBACK SETBACK TO PRIVATE TO PUBLIC R.O.W. STREET (FACE OF CURB) PRIVATE STREET (FACE OF CURB) TYPICAL SINGLE FAMILY 10' MIN. SIDE ATTACHED LOTS -10' MIN. SIDE SETBACK TO PRIVATE STREET SETBACK TO ALLEY ALLEY MIN. PARKING-20' MIN. REAR ALLEY SETBACK TO ALLEY

Typical Single Family Detached Homes

Typical Single Family
Attached Homes

2024 Area 7 PUD Amendment Revisions:

• The Clari Park Area 7 PUD amendment is proposing a 5' reduction of the side setback located between proposed building to private street from 15' to 10'. This reduction is for the single-family attached homes.



Parking lots more than 200 spaces shall be separated by a 20' landscape strip per GDO and design guidelines

Option 1: Office Layout

Option 2: Single Family Attached Residential

*Note: Office shall be the promoted use for Area 7. After 3 years from the final approval of the Clari Park planned unit development / master plan, if applicant has not secured binding commitments from tenants to support viable office development for this area, then single family attached residential shall be a permitted use for Area 7. If use is Single-Family Attached, construction of site work and building in Area 7 shall not commence until three years from City Council approval of the Clari Park Master Plan (master utilities, master stormwater system and mass grading are exempt from construction start provision). Permitting shall be permitted to proceed prior to three years from the Clari Park Master Plan approval.









*Note: Commercial uses material palette referenced on page 29 and 52 should be applied to office use.

Area 5 (Multi Family Residential - Mixed Use)

Area 5 is at the center of the Clari Park Master Plan and is appropriate for a high density use that takes full advantage of the surrounding Gateway infrastructure and promotes a highly valued development. Standards for architectural height and mass allow for large signature buildings. Buildings in Area 5 are arranged to create centralized open space with social programming, recreational opportunities and leisure amenities. These spaces are designed to become the heart of social activity for the residential multi family component of Clari Park. Area 5 has good opportunities to consider shared use parking for a mixture of uses and adjoining areas. Area 5 is proposed as predominantly multi-family use with a vertically integrated mixture of limited office and service use.





Stand-alone Garages

with more than spaces will be separated by 20' landscape strips per and design guidelines

Area 5 Enlargement



Architectural Examples - Multi Family (Area 5)



Multi-Family Attached Specifications:

Building Construction and Design

- Buildings shall avoid long uninterrupted facades. Variations in the roof line or wall plane shall be used to break up the mass of the building.
- Detached garages shall be permitted and shall count toward meeting the required parking per the Zoning Code. The architecture of the detached garages shall reflect the architectural style of the primary structure.
- The incorporation of exterior balconies shall be encouraged. Balcony railings shall be aluminum, metal or stainless steel cable-stayed construction.
- Metal and canvas awnings shall be permitted to extend in to the front and side building setback.
- Foundation planting landscape materials shall be required on all four sides and all lawn areas shall be sodded.
- Mechanical systems and above-grade utility elements shall be located on the rooftop or in the rear
 or side of dwellings whenever possible with the exception of electrical and telecommunications
 equipment that will be placed in designated easements.
- Roof top mechanical equipment shall be screed by parapet walls.

Exterior Building Materials

- The following exterior materials shall be permitted on the exterior façade:
- 1. Brick natural color or painted
- 2. Cementitious composition siding
- 3. Stone natural or manufactured stacked stone
- 4. Wood siding in limited locations or trim elements nay be used if appropriate in context to the architectural style.
- 5. The use exposed concrete block, split-faced block, vinyl siding or corrugated metal siding shall be prohibited. (Note: Vinyl may be used for exterior soffits and miscellaneous trim).
- The following exterior materials shall be permitted as roofing materials:
- 1. TPO single-ply roofing membrane
- 2. Dimensional composition roof shingles
- 3. Metal roof in limited accent applications such as porches and bay windows if appropriate in context to the architectural style.

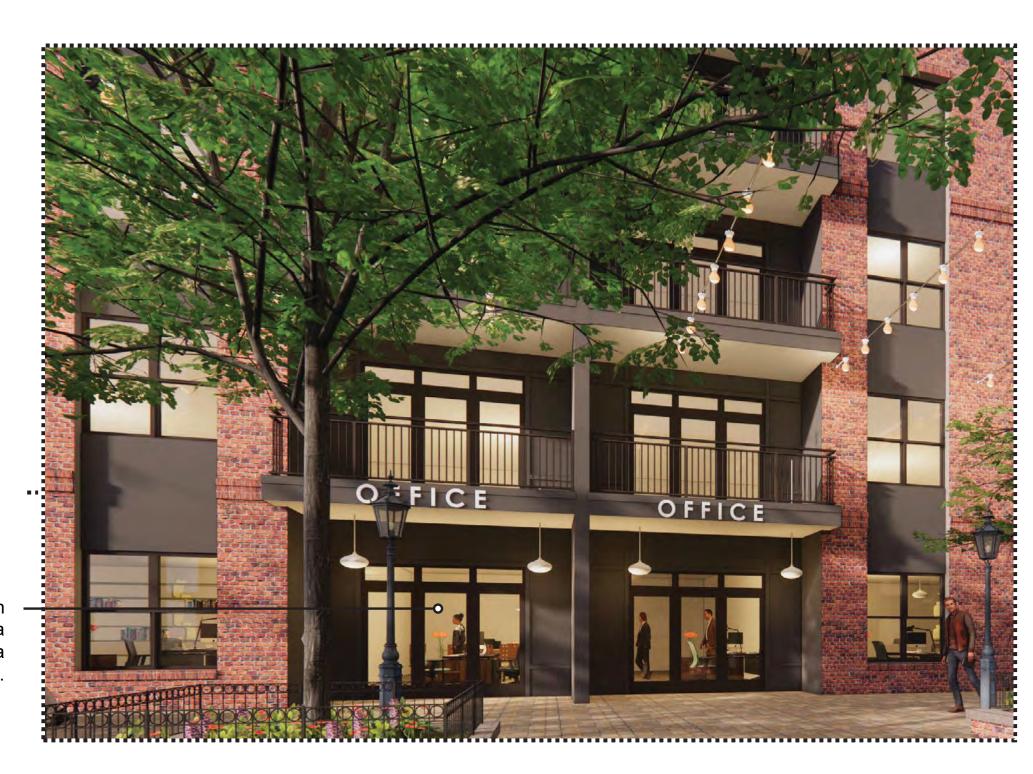


Multi-Family Attached Specifications:

It is recognized that new materials and new uses for materials will continue to be developed. Materials not specifically approved herein may be considered for us on buildings if samples and supporting information are provided to the Planning Staff and the Planning Commission for consideration

Architectural standards set forth in the Murfreesboro Design Guidelines and GDO requirements referencing general character, heights and setbacks, building mass, scale and proportion, building composition and rhythm, transparency, articulation and expression, materials, color, and roof design will be taken into account and the project will meet GDO and Murfreesboro design guidelines.





Minimum of 4,000 square feet of office space on ground floor of apartments for multi-family in Area 5 will integrate with residential uses to create a mix of uses along Clari Lane.













These photographic examples depict general concepts of building architectural character in Area 5. They are not intended to depict final architecture or site design and they do not capture every use or scenario permitted in these areas.

The Multi-Family For-Rent Residential at Clari Park (Area 5) shall include a comprehensive amenity program for the residents. Elements of the amenity program shall include:

- Exterior resort pool with a large colored concrete or paver deck area designed with open air and shaded seating areas;
- Exterior gathering areas that incorporate fire pits, grills, and outdoor games;
- A dog park with a water and wash down station;
- Over 6,500 square feet of interior amenity areas in Area 5 will be provided. They will include a resident lounge that connects directly to the pool area, fitness facility with full complement of aerobic and strength equipment, a spin and yoga studio, a dog care room, conference rooms, and work spaces.



1:00 P.M. CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Jami Averwater Tristan Carroll Reggie Harris Bryan Prince Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director of Dev't Services Ben Newman, Dir. of Land Mngt. & Planning Matthew Blomeley, Assistant Planning Director Holly Smyth, Principal Planner Richard Donovan, Principal Planner Brad Barbee, Principal Planner Amelia Kerr, 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 during the Public Comments portion of the agenda.

4. Approve minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings.

Mr. Shawn Wright made a motion to approve the minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

5. Public Hearings and Recommendations to Council:

Zoning application [2024-414] to amend the PUD zoning (Clari Park PUD) on approximately 8.0 acres located along Robert Rose Drive and Roby Corlew Lane, 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. He explained the design changes to the architecture stating it would be a more appropriate fit and style in the community.

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

There being no further discussion, Mr. Bryan Prince moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

2

OCTOBER 2, 2024

Shawn Wright

Nay: None

Zoning application [2024-411] for approximately 92.54 acres located along New Salem

Highway and Barfield Road to be rezoned from RS-15 to CH, Matt Taylor of SEC,

Inc. on behalf of World Outreach Church 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. 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, Mr. Shawn Wright moved to approve the zoning

application subject to all staff comments; the motion was seconded by Ms. Jami Averwater

and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Reggie Harris

Bryan Prince

Shawn Wright

Abstain: Tristan Carroll

Nay: None

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. Mr. Richard Donovan presented the Staff

3

SEAL

ORDINANCE 24-OZ-36 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 8.0 acres in the Planned Unit Development (PUD) District (Clari Park PUD) located along Robert Rose Drive, and Roby Corlew Lane, as indicated on the attached map, Hines Clari Park Land Holdings, LLC, applicant [2024-414].

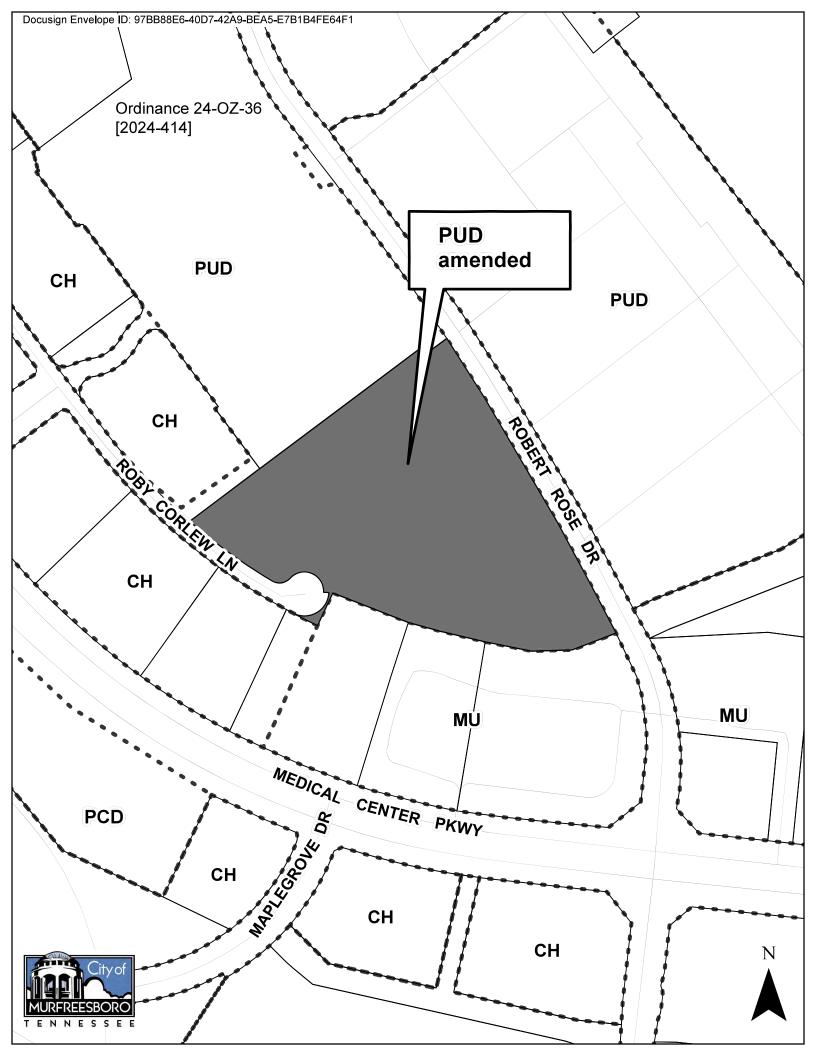
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of modifying the architecture and layout of Area 7 of the Clari Park development, which is proposed to be developed with single-family residential attached dwellings (townhomes).

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

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

Passed:	
	Shane McFarland, Mayor
1 st reading	
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: 11/07/2024

Item Title: Zoning property along New Salem Highway

[Public Hearing Required]

Department: Planning

Presented by: Brad Barbee, Principal Planner

Requested Council Action:

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

Summary

Zone approximately 92.54 acres located along the south side of New Salem Highway and along the west side of Barfield Road.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning on October 2, 2024.

Background Information

World Outreach Church presented a zoning application [2024-411] for approximately 92.54 acres located along the south side of New Salem Highway to be rezoned from RS-15 (Single-Family Residential District 15) to CH (Highway Commercial District). During its regular meeting on October 2, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

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

Establish Strong City Brand

The existing RS-15 zoning will not permit the height of the proposed building desired by the applicant. In an effort to provide excellent customer service, consistent with the core values of the City, Staff recommended that the applicant pursue a non-residential zoning as a means to achieve its desired outcome.

Attachments:

- 1. Ordinance 24-0Z-37
- 2. Maps of the area
- 3. Planning Commission staff comments from 10/02/2024 meeting

- 4. Planning Commission minutes from 10/02/2024 meeting
- 5. Other miscellaneous exhibits

MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 OCTOBER 2, 2024 PROJECT PLANNER: RICHARD DONOVAN

5.b. Zoning application [2024-411] for approximately 92.54 acres located along New Salem Highway and Barfield Road to be rezoned from RS-15 to CH, Matt Taylor of SEC, Inc. on behalf of World Outreach Church applicant.

The applicant, World Outreach Church, is requesting to rezone the subject property from Single-Family Residential, 15,000 square-foot lot size minimum (RS-15) to Commercial Highway (CH). The property is located at 1921 New Salem Highway or southwest of the New Salem Highway and Barfield Road intersection. The site is currently home to the World Outreach Church campus which is allowed in the RS-15 district by special use permit. World Outreach has obtained special use permits on three occasions in 2003, 2007, and 2012 to complete additions for additional parking, a building and parking expansion, and outdoor speakers respectively.



CH, Commercial Highway

This district is intended to permit the development and continued maintenance of general commercial uses located in a linear fashion along highways and near transportation facilities and industrial areas. The uses permitted in this district, the special uses that may be allowed in this district and the uses for which site plan review and approval are required are listed in Chart 1 unless otherwise regulated in this article. The minimum lot and yard requirements, maximum height, maximum gross dwelling unit density and the land use intensity ratios which govern any use in this district are listed on Chart 2 unless otherwise regulated in this article.

The applicant is requesting CH bulk zoning for approximately 92.4 acres. The CH district would permit the existing church by right, eliminating the need for additional special use permits from the Board of Zoning Appeals for any future expansion. The CH district also permits a variety of retail, office, medical, and institutional uses, as well as limited other housing types (B&B, homes for the aged, assisted living). A copy of Chart 1 is included and highlights the uses permitted in CH.

Adjacent Land Use and Zoning

The adjacent properties are developed as residential use and zoned commercial and residential. The properties to the north include River Rock Baptist Church zoned RS-15, a single-family residence zoned CF (Commercial Fringe), Shalom Farms Apartments zoned RM-16 (Multi-Family Residential), and vacant land zoned CH. The properties to the east include Thorntons, a cell tower, a pump station, and the approved site plan for Salem Square. Additionally, MTE has acquired land for a new substation. The prior-mentioned properties are zoned Commercial Highway (CH). Remaining properties to the east and south are single-family residences zoned RM (Medium Density Residential) in the unincorporated county.

Future Land Use Map:

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates "Public/Private Institutional" (PI) as the most appropriate land use character for the project area, as shown on the map below. The PI designation is intended for governmental buildings and facilities, hospitals, and both public and private institutional uses, such as the existing church. Commercial Highway (CH) zoning does allow churches and numerous other institutional uses by right, which would allow for future expansion without the need for additional special use permits. However, the Commercial Highway (CH) zone also allows for a variety of retail, office, medical, and other commercial uses that were not envisioned for this site on the future land use map. The Planning Commission will need to discuss this request further to determine if a deviation from the land use plan is appropriate.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



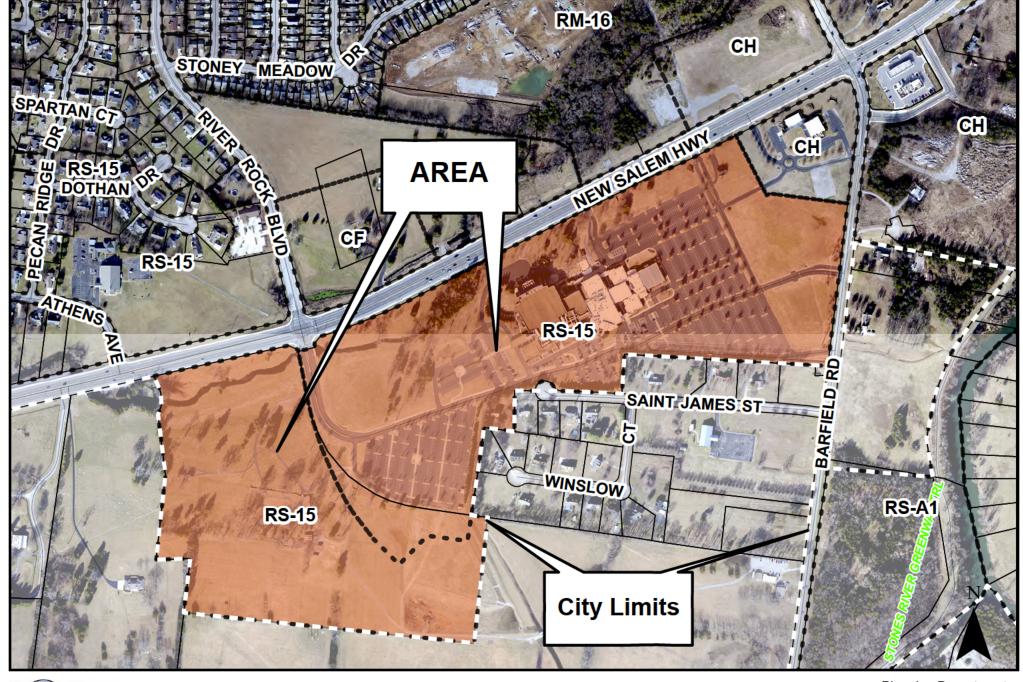
Staff recommendation:

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

- 1) The Commercial Highway (CH) zoning permits churches and various other institutional uses by right, enabling future expansions of the existing institutional use without requiring additional special use permits.
- 2) The CH zoning is consistent with the existing commercial character of the area, particularly along New Salem Highway, a major thoroughfare suited for commercial development.
- 3) The CH zoning is compatible with similar zoning designations to the north and east.

Action Needed:

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

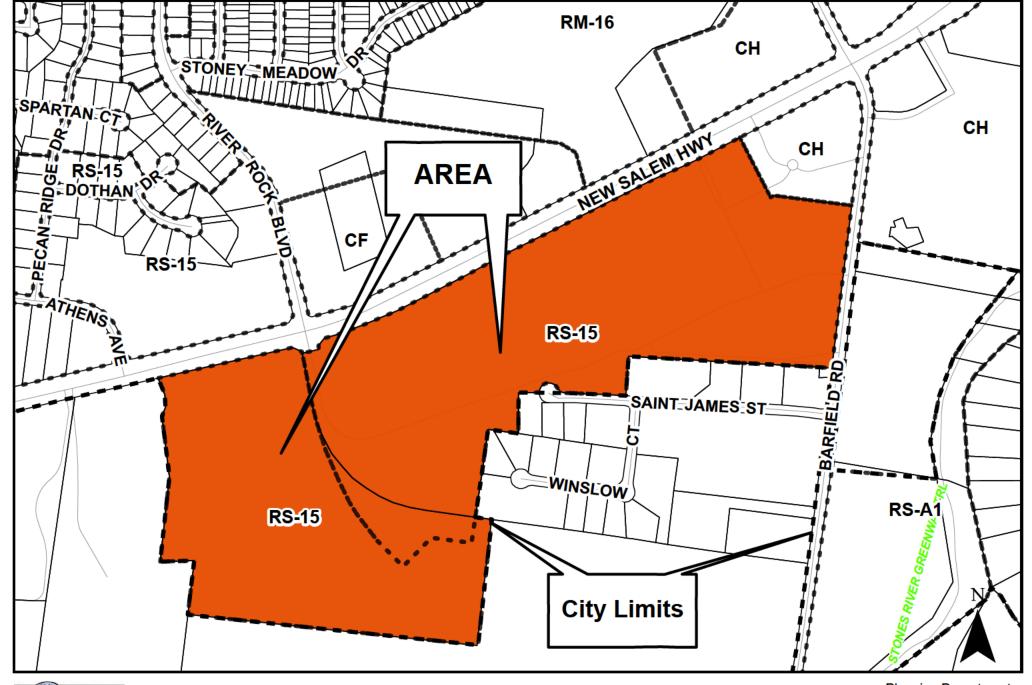




Rezoning request for property along New Salem Highway and Barfield Road RS-15 to CH

0 330 660 1,320 1,980 US Feet

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





Rezoning request for property along New Salem Highway and Barfield Road RS-15 to CH

0 330 660 1,320 1,980 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 u	init
development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development,	
initial or amended	\$950.00

Procedure for applicant:

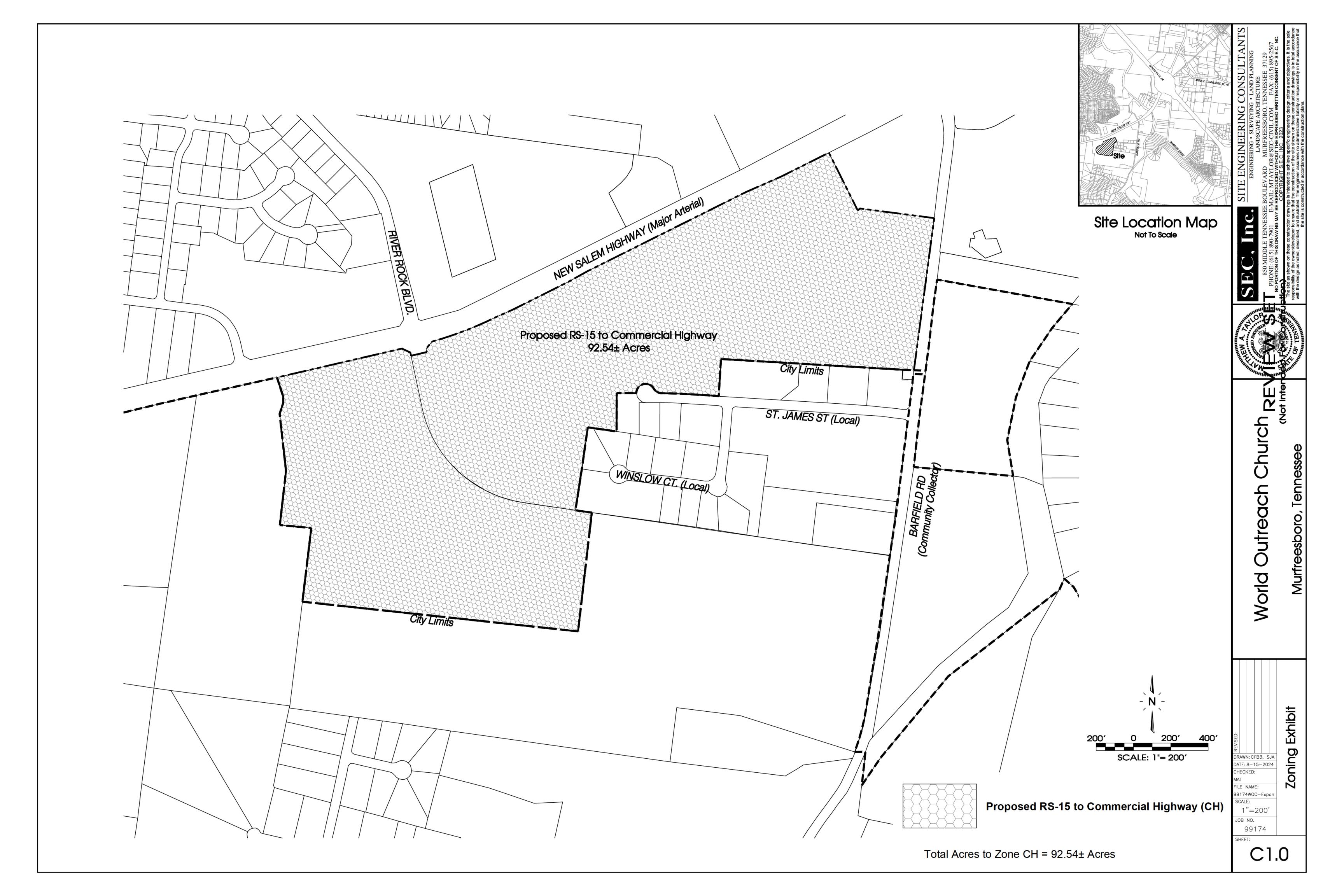
The applicant must submit the following information to initiate a rezoning:

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

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

To be completed by ap	pplicant: rld Outreach Church c/o Craig	Dame		
Address: 1921 New Sa	llem Hwy	City/State	e/Zip:_Murfreesboro	, TN 37128
Phone:	E-mai	l address:		
PROPERTY OWNER	:same as applicant			
Street Address or property description:	1921 New Salem Hwy			
and/or Tax map #:	13A {114}Group:	A	Parcel (s):	5.00 {8.00}
Existing zoning classific	cation: RS-15			
	ication: CH	Acreage:_	92.54	
Contact name & phone applicant): Matt Tay E-mail:	number for publication and not	ifications to th	ne public (if different	from the
APPLICANT'S SIGNA	TURE (required):		-	
DATE:				
******For Office Use O	Only**************	*****	******	*****
Date received:	MPC YR.:		MPC #:	
Amount paid:		Receipt #:		

Revised 7/20/2018



USES PERMITTED BY ZONING DISTRICT.

Revised January 25, 2024

CHART 1.

APPENDIX A - ZONING

Chart 1 Page 1 of 8

JSES PERMITTED ³						Z	ONIN	G D	STR	ICTS	5															Ш	OVERLA
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X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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Chart 1 Page 2 of 8

USES PERMITTED ³	Г					Z(ONIN	G DI	STR	ICTS	,																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	SD	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	CH	MU	CBD	Ŧ	<u>15</u>	_	CM-RS-8	CM-R	CM	CO	۵.	000
INSTITUTIONS												_		Ť	Ť												
Adult Day Care Center	S	S	S	S	S	S	s	S	S	S		Х	Х	Х	Х	Х	Χ		Х	Х	Х	S	Х	Х			
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	Х	S	Х	Х	Х		Х	Х	Х	Х	Х	Х	Х	\vdash	Н	
Airport, Heliport	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	N
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S	\neg		S	S	S						
Church ¹³	S	S	S	S	S	S	s	Х	Х	S	s	S	Х	Х	Х	Х	Χ	Х	Х	Х	Х	S	S	Х	Х	П	
College, University		Ť	Ť	Ť	Ť	Ť	Ť			Ť	Ť	X	Х	-	-	Х	Х					Ť	X	-	X	Н	
Day-Care Center		\vdash	\vdash	\vdash	\vdash	\vdash	S	S	S	\vdash	S	S		Х	Х	Х	Х	Х	Х	Х	Х	S	S	S	1	Н	
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S	П	Х	Х	Х		Х	Х	Х	Х	S	S	S	Х	П	
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S		S	П	Х	Х	Х	\neg	Х	Х	Х	Х	S	S	S	Х	П	
Hospital	Г			П					П			Х	Х	\Box		Х	Χ		Х	Х	Х	Х	Х	Х		П	
Lodge, Club, Country Club ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Χ	Х	Х	Х	Х	S	S	S		П	
Mental Health Facility												Х		Х		Х	Х		Х	Х	Х		Х	Х	\vdash	П	
Morgue		\vdash	\vdash		\vdash	\vdash	\vdash	\vdash	П	\Box	П		П	\Box	П	Х	Х		Х	Х	Х		Х	Х	\vdash	П	N
Museum			П				S	S	S			S	S	S	Х	Х	Х	Х	Х	Х	Х	S	S	S	Х	S	
Nursery School							S	S	S		S	S	S	S	S	S	Х		S	S	S	S	S	S	Х		
Nursing Home			П						П			Х	Х	S	S	S	Х		Х	Х	Х	Х	Х	Х		П	
Park	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	
Pet Cemetery	S	S	S						П				П		S	S			S	S	S					П	N
Philanthropic Institution	Г	П	П	П	Г		S	S	S			Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	П	
Public Building ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Х	Χ	Х	Х	Х	Х	S	S	S	Х	П	
Recreation Field ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Х	Х		Х	Х	Х	S	S	S	Х	Х	
Senior Citizens Center	S	S	S	S	S	S	S	Х	Х	S	П	Χ	Х	Х	Х	Х	Х		Х	Х	Х	S	Х	Х	-	П	
School, Public or Private, Grades K - 12 ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Χ	Χ	Х	Χ	Х	Х	Х	Х	S	S	S	Х	П	
Student Center	Г	П		П				S	S		П	S	S	S	S	S	Χ						S	S	Х	П	
Technology/Vocation School (indoor)			Г	\Box	\vdash	\Box	$\overline{}$	$\overline{}$	П		П		Х		Χ	Х	Χ		Х	Х	Х		Х	\vdash	Х	П	
Trade School (includes outdoor)	г												П						Х	Х	S			\Box			
AGRICULTURAL USES		Ť.		T	T		T						П	ī			T			i				$\overline{}$	T	П	
Customary General Farming	Χ _B	Χg	Χg	Χg	Χg	Χg	Χg	Χg	Χg	Хв	Χg	Х	Х	Χ	Χg	Χ	Χ	Х	Х	Х	Х	Х	Х	Х	Х	Х	
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S					Х	Х			Х	Х	Х				Х		
Farm Labor and Management Services												Х	Х	Χ	Х	Х		Х	Х	Х	Х			\vdash	Х		
Fish Hatcheries and Preserves		\vdash	\vdash	т	\vdash	\vdash			П		П						\neg		Х	Х	Х	$\overline{}$		\vdash		Н	
Grain, Fruit, Field Crop and Vegetable Cultivation				Т					М		П		М	\Box		\Box	\neg							\Box	Г	П	
and Storage	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х								Χ	Х	Х			\bot	Х		
Livestock, Horse, Dairy, Poultry, and Egg Products	s	s	s	s	s	s	s	s	s	S									Х	х	х				х		
Timber Tracts, Forest Nursery, Gathering of Forest						\vdash			П				П	\vdash	П	\square	\neg							Т	Ĥ	Н	
Products	S	S	S	S	S	S	S	S	S	S	S					Ш			Х	Х	Х						ı

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USES PERMITTED ³						Z	NINC	IG D	STR	ICTS	5																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	ᆼ	MU	CBD	=	<u>10</u>	_	CM-RS-8	CM-R	CM	CO	_	000
COMMERCIAL												Ŭ	Ŭ	Ŭ	Ŭ	Ŭ				Ŭ			Ŭ	Ŭ	Ŭ		
Adult Cabaret																			Χg								
Adult Entertainment Center																			X ₈							П	
Adult Motel		П			П	П	П	П	П	г	П	П	П	П	П	П	\neg		X ₀				П	П	П	П	
Adults-Only Bookstore		П	П	П	П	П	П	П	П	г	П	П	П	П		П			Χ ₈				П	П	П	П	
Adults-Only Motion Picture Theater			Т	\vdash	\vdash	\vdash	\vdash	\vdash		П			Г	П	П	П	\neg		Χ _θ	$\overline{}$		\Box	\vdash		Г	П	
Amusements, Commercial Indoor		\vdash	$\overline{}$	\vdash	\vdash	\vdash	\vdash	\vdash		П	\vdash	\vdash	Г	П	Х	Х	Х	Х	Х	Х	Х		\vdash		S	П	
Amusements, Commercial Outdoor excluding Motorized	Г									Г	П	П	Г			х	х		х	х	х				s	s	N
Amusements, Commercial Outdoor Motorized except	-	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	Н	Н	<u> </u>	^	_	 ^	_^	<u> </u>	\vdash	\vdash	\vdash	3	3	<u> </u>
Carnivals		l			l	l	l	l								ΙI			s	s	s					Ш	N
Animal Grooming Facility	_		-	-	\vdash	\vdash	-	-		-	-	-	-	Н	Х	Х	Х		X	X	X		\vdash			Н	
Antique Mall		\vdash	т	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	Н	\vdash	\vdash	\vdash	П	Х	Х	Х	Х	Х	Х	Х		\vdash	\vdash	\vdash	Н	
Antique Shop <3,000 sq. ft.		\vdash	$\overline{}$	\vdash	\vdash	\vdash	\vdash	\vdash		П	\vdash	Х	Х	Х	Х	Х	Χ	Х	Х	Х	Х		Х		\Box	П	
Art or Photo Studio or Gallery							П	П	П		П	Х	Х	Х	Х	Х	Χ	Х	Х	Х	Х		Х		Х	П	
Artisan Use < 3,000 sf, other than enumerated		П	П		Г	П	П	П	П	П	П	П	П	П	П	П							П	П	П	П	
elsewhere														Х	Х	Х	Χ	Х	Х	Х	Х					Ш	
Automobile Body Shop 12																			Х	Х							N
Automotive/Motor Vehicle Repair 12		П	П		Г	П	П	П	П	П	П	П	П	П	П	П			Х	Х	Х		П	П	П	П	N
Automotive/Motor Vehicle Service			П		П		П	П	П	г	П	П	П	П	S	Х	Х		Х	Х	Х		П	П	П	П	
Bakery, Retail														Х	Х	Х	Χ	Х	Х	Х	Х						
Bank or Credit Union, Branch Office or Main Office												Х	Х	Х	Χ	Х	Х	Х	Х	Х	Х					П	
Bank, Drive-Up Electronic Teller												Х	Х		Х		Χ	Х	Х	Х	Х	Х	Х			П	
Barber or Beauty Shop												Х	Х	Х	Х	Х	X	Х	Х	Х	Х		Х				
Beer, Packaged														Х	Х	Х		Х	Х	Х	Х					Ш	
Boat Rental, Sales, or Repair										oxdot						\Box			Х	Х	Х					Ш	N
Book or Card Shop	ш									oxdot	$ldsymbol{ld}}}}}}$	Х	Х	Х	_	Х	Χ	_	Х	Х	Х		Х			Ш	
Brewery, Artisan ²⁹														Х	Χ	Χ		Х	Х	Х	Х					Ш	
Brewery, Micro ²⁹																Х		Х	Х	Х	Х						
Brewpub ³⁰														Х	Х	Х	Χ	Х	Х	Х	Х						
Business and Communication Service												Х	Х	Х	Х	Х	Χ	Х	Х	Х	Х						
Business School												Х	Х		Х	Х	Χ	Х	Х	Х	Х						
Campground, Travel-Trailer Park																			S	S	S						N
Camivals																S			S	S	S					S	N

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Chart 1 Page 4 of 8

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	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	СН	MU	СВD	Ī	l9	_	CM-RS-8	CM-R	CM	CU	Ь	000
Catering Establishment												Х				Х	Х	Х	X	Х	Х		Х				
Cigar Lounge																S	S	S	Χ	Х	Χ						
Clothing Store														Χ	Х	Χ	Х	Χ	Χ	Х	Χ			1			
Coffee, Food, or Beverage Kiosk														Х	Х	Х	Х		Χ	Х	Χ			1			
Commercial Center (≤25,000 SF)														Χ	Х	Χ	Х	Χ	Χ	Х	Χ			1			
Convenience Store, ≤5,000 SF														Х	Х	Х	Х	Χ	Χ	Х	Χ						
Convenience Store > 5,000 SF																Х	Х		Χ	Х	Χ						N
Crematory																			S	S	S						N
Data Center ≤15,000 SF													Х		Х	Х			Х	Х	Х						N
Department or Discount Store	1														Х	Х	Х	Χ	Х	Х	Х		T	1			
Distillery, Artisan ²⁹																Х		Χ	Х	Х	Χ			1			
Drive-In Theater	1		1													Х			Х	Х	Х		t	1		\vdash	N
Dry Cleaner ≤3,000 SF (No On-Site Cleaning)	-													Х	Х	Х	Х	Х	Х	Х	Х		t	1			
Financial Service												Х	Х	Χ	Х	Χ	Х	Χ	Χ	Х	Χ			1			
Fireworks Public Display																										Х	
Fireworks Retailer																S			S	S	S						N
Fireworks Seasonal Retailer														S	S	S			S	S	S						N
Fitness/ Health Club Facility >5,000 SF														Х		Х	Х	Χ	Χ	Х	Χ						
Fitness studio/ personal instruction ≤5,000 SF												Х	Х	Х	Х	Х	Х	Χ	Χ	Х	Х	Х	Х	Х			
Flower or Plant Store												Х	Х	Х	Х	Х	Х	Χ	Χ	Х	Χ		Х				
Funeral Home														S		Х	Х		Χ	Х	Χ						
Garden and Lawn Supplies															S	Х	Х	Χ	Χ	Х	Х						
GasLiquified Petroleum, Bottled and Bulk																Χ			Χ	Х	Χ						
Gasoline Sales														Х	Х	Х	Х		Χ	Х	Х						N
General Service and Repair Shop																Χ		Χ	Χ	Х	Χ						
GlassAuto, Plate, and Window																Χ	Χ		Χ	Х	Χ						
GlassStained and Leaded														Χ	Χ	Χ	Х	Χ	Χ	Х	Χ						
Greenhouse or Nursery																Χ	Х		Χ	Х	Χ						N
Grocery Store														Х		Χ	Χ	Χ	Χ	Х	Χ						
Group Assembly, <250 persons												S	S		Χ	Χ	Х	Χ	Χ	Х	Χ	S	S	S			
Group Assembly, >250 persons	_				<u> </u>					<u> </u>		S	S		S	S	Χ	S	S	S	S	S	S	S		Ш	<u> </u>
Ice Kiosk, Automated															Х	Χ			Х	Х	Χ		<u> </u>	<u> </u>			N
Interior Decorator	_											Х	Х	Χ	Х	Χ	Χ	Χ	Χ	Χ	Χ	<u> </u>	Χ	<u> </u>		Ш	
Iron Work	_															Х			Χ	Χ	Χ	<u> </u>	↓	<u> </u>		Ш	N*
Janitorial Service	Щ_				<u> </u>					<u> </u>		<u> </u>			Х	Χ	Χ	Χ	Χ	Χ	Χ	Ļ	Ь—	$oldsymbol{oldsymbol{oldsymbol{eta}}}$			
Kennels	Д			1	<u> </u>	1	<u> </u>	<u> </u>	1	<u> </u>	1	<u> </u>			L.,	Х	L,		Х	Х	Х	<u> </u>	Щ	$ldsymbol{oxed}$		Ш	N
Keys, Locksmith															Χ	Χ	Χ	Χ	Χ	Х	Χ	<u> </u>					i

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Chart 1 Page 5 of 8

USES PERMITTED ³						Z	ONIN	IG D	ISTR	RICTS	3																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	СН	М	СВD	豆	GI		CM-RS-8	CM-R	CM	CU	Ь	000
Laboratories, Medical												Х	Х		Х	Χ	Χ		Х	Х	Х	Х	Х	Х			
Laboratories, Testing															Χ	Χ	Х		Χ	Х	Χ						
Laundries, Self-Service														Χ	Х	Х			Χ	Х	Х						
Lawn, Tree, and Garden Service																Χ			Χ	Х	Χ						
Liquor Store															Х	Х	Х		Χ	Х	Х						N
Livestock, Auction																			Χ	Х	Х						N
Lumber, Building Material																			Χ	Х	Χ						N
Manufactured Home Sales																			Χ	Х							N
Massage Parlor																			X_{0}								
Motor Vehicle: Sales , Rental (Automobiles) ³																S	S		X^3	X ³	X^3						N
Motor Vehicle: Sales, Rental (Other Than											T																
Automobiles) ³																			X^3	X^3	X^3						N
Motor Vehicle: Sales, Rental, Repair (Medium &	1	†																									
Heavy Duty Commercial Vehicles) 3																			X^3	X^3							N
Movie Theater	+	+													Х	Х	Χ	Х	X	X	Х		—				
Music or Dancing Academy	+	+													Х	Х	Х		X	X	X		—				
Offices	1	†										Х	Х	Χ		Х	Х	Х	Х	Х	Х	X ⁵	X ⁵	X^5			
Optical Dispensaries	1	+						1			 	X	X		Х	Х	Х	X	X	X	X	X	X	X		\vdash	
Parking Structure	1	+						1			 					Х	Х	X	X	X	X		<u> </u>	X	Х	\vdash	
Pawn Shop	1	1														Х			Х	Х	X					\vdash	N
	1	1																								\vdash	
Payday Loan, Title Loan, or Check-Cashing Service																Х			Х	Х	Х						N
Personal Service Establishment		1												Χ	Х	Χ	Х	Χ	Χ	Х	Х						
Pet Crematory		1																	S	S	S						N
Pet Funeral Home															Х	Χ			Χ	Х	Х						N
Pet Shops															Х	Χ	Х	Х	Χ	Х	Х						
Pharmacies, Apothecaries												Х	Х	Х	Х	Χ	Χ	Х	Х	Х	Х	Х	Х	Х			
Plasma Donation Center																			Χ	Χ	Χ			Χ			
Radio, TV, or Recording Studio																Χ	Х	Χ	Χ	Х	Χ						
Radio and Television Transmission Towers															S	S			S	S	S				S		N
Rap Parlor																			X_{0}								
Restaurant and Carry-Out Restaurant		T	Ì											Х	Х	Х	Χ	Χ	Х	Х	Х						
Restaurant, Drive-In		T	Ì													Х			Х	Х	Х						N
Restaurant, Specialty		T													Х	Χ	Χ		Х	Х	Х						
Restaurant, Specialty -Limited		T	Ì									S	S	Х	Х	Х	Χ	Χ	Х	Х	Х	S	S	S			
Retail Shop, firearms		T	Ì																Х	Х	Х						N
Retail Shop, other than enumerated elsewhere		T													Х	Х	Χ	Х	Х	Х	Х						
Retail Shop: Tobacco, Vape, Dispensary 31	1						1	1	1	1						X^{31}			X ³¹	X ³¹	X^{31}						N
Salvage and Surplus Merchandise		T	Ì													Х			Χ	Х	Х						N

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Chart 1 Page 6 of 8

USES PERMITTED ³	Т					Z	ONIN	IG D	ISTR	ICT!	5										Т	Τ			Т	П	OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	S2	RM 12	RM 16	RS-A	R MO	OGR	90	CL	CF14	СН	MU	СВD	Ī	<u>5</u>	_	CM-RS-8	CM-R	CM	CO	۵	000
Sauna	П	П					П							Г					Χ ⁹			Т	П	Т	П	П	
Self-Service Storage Facility ¹⁶	П	П	П	П	П	П	П		П	П	П	П	П	П	S	Х	S		Х	Х	Х		Т	Т	П	П	N
Sheet Metal Shop	т	\vdash	\vdash	\vdash	-	\vdash	т		\vdash	\vdash	\vdash	\vdash	\vdash	т	\vdash	Х			Х	Х	Х	\top	${}^{-}$	-	\vdash	П	N
Shopping Center, Community (150-300K SF)	П	\vdash	\vdash		\vdash		П		Т			Т		г		Х	Х		Х	Х	Х	\top	\top	\top	\vdash	П	N
Shopping Center, Neighborhood (25-150K SF)	т	\vdash	\vdash	\vdash	\vdash	\vdash	т	-	\vdash	\vdash	\vdash	\vdash	\vdash	т	Х	Х	Х	Х	Х	Х	Х	\top	\vdash	\top	\vdash	П	
Shopping Center, Regional (>300,000 SF)	П															Х			Х	Х	Х						N
Specialty Shop	г	П	П	П	П	П	П	П	П	П	П	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Т	X	Т	П	П	
Tavern		L^{T}														Х		Х	Х	Х	Х		L^{T}	L^{T}	L		
Taxidermy Studio																S			S	S	S						N
Veterinary Clinic															Х	Х			Х	X	X						
Veterinary Hospital																Х	-		Х	Х	Х						N
Veterinary Office												Х	Х		Х	Х	Х		X	X	X		X			П	
Vehicle Wash	┺	_	╙	╙	╙	╙	╙	_	_	╙	╙	_	╙	Х	╙	Х	\vdash	\vdash	Х	Х	X	₩	┺	┺	┺	ш	N
Wholesaling, Wholesale Establishments	▙	╙	╙	╙	╙	╙	╙	Ь	┞	╙	╙	┞	╙	╙	╙	Х	\vdash	_	Х	Х	Х	₩	╙	₩	╙	ш	N
Winery, Artisan ²⁹	ᆫ	_	_	_	_		_		_		_	_		Х	Х	Х	$oxed{}$	Χ	Х	Х	Х	_	oxdot	_	_	Ш	
Wireless Telecommunications Towers, Antennas 17	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	N
Wrecker/Towing Service, Wrecker Storage Yard 12	П	П	П											Г					Х	Х	Х		П	П	Г		N
INDUSTRIAL Manufacture, Storage, Distribution of:	Π	Π	Π											Π					Г				Π		Π	П	
Abrasive Products	П																		Х	Х							N
Asbestos Products	т	-	т	-	-	\vdash	т	т	\vdash	-	-	\vdash	-	т	-	П	г		S	-		-	${}^{-}$	${}^{-}$	-	П	N
Automobile Dismantlers and Recyclers ^{7 & 12}	т	\vdash	\vdash	\vdash	\vdash	\vdash	т	$\overline{}$	т	\vdash	\vdash	т	\vdash	т	\vdash	П	П		S		\vdash	\top	\vdash	\top	\vdash	П	N
Automobile Manufacture	т	-	-	-	-	\vdash	т	т	\vdash	-	-	\vdash	-	т	-	ш	\vdash		Х	Х	-	-	${}^{-}$	${}^{-}$	-	П	N
Automobile Parts and Components Manufacture	т	${}^{-}$	т	\vdash	-	\vdash	т	т	т	-	\vdash	т	-	т	-	ш	\vdash		Х	Х	-	†	${}^{-}$	${}^{-}$	-	П	N
Automobile Seats Manufacture	П	\vdash	\vdash		\vdash		П		Т			Т		г		П			Х	Х		\top	\top	\top	\vdash	П	N
Bakery Goods, Candy	П	т	П	П	П	П	П	П	П	П	П	П	П	г	П	П	П		Х	Х	Х	${}^{-}$	т	т	т	П	N*
Boat Manufacture	т	-	-	-	-	\vdash	т	т	\vdash	-	-	\vdash	-	т	-	П	\vdash		Х	Х	-	-	${}^{-}$	${}^{-}$	-	П	N
Bottling Works	П	т	т	T	т	T	т	т	т		T	т		П		П			Х	Х	Х	T	T	\top		П	N
Brewery ²⁰	П	1	т		T	T	П		Т			Т		Т		П			Х	Х	Х	T	T	T	Т	П	N
Canned Goods																			Х	Х						П	N
Chemicals	П		т	T	т		т		Т		T	Т		г		П			Х		T	\top	\top	\top	Т	П	N
Composting Facility			П				г							г		П			S				\top	\top	S	П	N
Contractor's Storage, Indoor	П	\top	Г		\vdash		П		Т			Т		Г		Х			Х	Х	Х	\top	\top	\top	Т	П	N
Contractor's Yard or Storage, Outdoor 32			П						П			П		П		П			Х	Х	Х		\top	Т	П	П	N
Contractor's/Construction Equipment: Sales, Rental,	т	\top	т	\vdash	\vdash	\vdash	т	т	\Box	\vdash	\vdash	\Box	\vdash	т	\vdash	П	\Box				<u> </u>	\top	\top	\top	\vdash	П	
Repair ³²	ı	1	ı	l	1	l	l		l	l	l	l	l	ı	l	Ιl			X	Х	Ιx	1	1	1	1	П	1 1
Cosmetics	т	-	-	\vdash	-	\vdash	-	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	\vdash	Н	Н		X	X	X	T	+	+	\vdash	Н	N
Custom Wood Products	т	\vdash	-	\vdash	-	\vdash	-	-	\vdash	Н	\vdash		X	X	X	-	\vdash	-	-	Н	N*						

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

Chart 1 Page 7 of 8

APPENDIX A - ZONING

USES PERMITTED ³						Z	NINC	G D	ISTR	CTS	3												<u> </u>				OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OGR	00	CL	CF ¹⁴	СН	MU	СВD	H	GI	П	CM-RS-8	CM-R	CM	CU	Р	000
Data Center / Server Farm > 15.000																			S	S	S						N
Distillery ²⁰																			Х	Х	Х						N
Dry Cleaning- Laundering Facility > 3,000																Х			X	X	X		1	1			N
Electrical or Electronic Equipment, Appliances, and																											
Instruments																			Х	Х	Х						N
Fabricated Metal Products and Machinery																			Х	Х	Х						N*
Fertilizer																			Х								N
Food and Beverage Products except animal																											
slaughter, stockyards, rendering, and brewery																			Х	Х	Х						N
Furniture and Fixtures																			X	X	<u> </u>						N*
Jewelry																			X	X	Х						N*
Junkyard										<u> </u>	<u> </u>								S		 ^`				1		N
Leather and Leather Products except tanning and																			Ť								
finishing																			Х	Х	Х						N*
Leather and Leather Products, Tanning and Finishing Lumber and Wood Products Mobile Home Construction Musical Instruments Office/Art Supplies Paints Paper Mills Paper Products excluding paper and pulp mills Petroleum, Liquified Petroleum Gas and Coal Products except refining																			X X X X X X X S	X X X X	XXX						N N N N* N* N N
Petroleum, Liquified Petroleum Gas and Coal																											
Products refining																											N
Pharmaceuticals																			Χ	Х	Х						N
Photographic Film Manufacture																			Χ	Х							N
Pottery, Figurines, and Ceramic Products																			Χ	Х	Х						N*
Primary Metal Distribution and Storage																			Χ	Χ							N
Primary Metal Manufacturing																			Χ	Х							N
Printing and Publishing																Χ	Χ	Χ	Χ	Х	Х						
Recycling center																S			Х	Х	Х						N
Recycling Center: Temporary Mobile															S	S			S	S	S				S		N
Rubber and Plastic Products except rubber or plastic																				· ·							
manufacture	 	1	<u> </u>	1						<u> </u>	<u> </u>								Χ	Х	<u> </u>		<u> </u>	1	<u> </u>	1	N
Rubber and Plastic Products, Rubber and Plastic																			v	v							N

Manufacture

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

Chart 1 Page 8 of 8

USES PERMITTED ³						Z	ONIN	IG D	ISTR	ICTS	5																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD RD	RM 12	RM 16	RS-A	R MO	0G R	90	CL	CF ¹⁴	СН	МО	CBD	Ξ	<u>5</u>	_	CM-RS-8	CM-R	CM	CU	۵	000
Saw Mills																			Х								N
Scrap Metal Processors		П	П	П	П	П	г	П	П	П	П		П		П	П	\Box		S				П	П	П	П	N
Scrap Metal Distribution and Storage					г	П	г	П		П	П		П		П	П			S				П	П	П	П	N
Scrap Processing Yard																			S								N
Secondary Material Dealers																			S								N
Silverware and Cutlery																			Х	Х	Х						N*
Small Moulded Metal Products																			Х	Χ							N
Sporting Goods																			Х	Х	Х						N
Stone, Clay, Glass, and Concrete Products																			Х	Χ						Ш	N*
Textile, Apparel Products, CottonFactoring, Grading																			х	Х	х					Ш	N*
Textile, Apparel Products, Cotton Gin																			Х	Χ						Ш	N
Tire Manufacture																			Х	Х						\square	N
Tobacco Products	$ldsymbol{ldsymbol{ldsymbol{eta}}}$				oxdot		oxdot	$oxed{oxed}$					Ш		oxdot				Х	Х						Ш	N
Toiletries	_					$ldsymbol{le}}}}}}$	_					_	Ш		Ш	Ш			Х	Х	Х		$oxed{}$		_	Ш	N*
Transportation Equipment	_	$oxed{}$			_	$ldsymbol{ldsymbol{ldsymbol{eta}}}$	_	<u> </u>		<u> </u>	_	_	Ш		oxdot	Ш	Ш		Х	Х	Х	_	_	_	_	Ш	N
Warehousing, Transporting/Distributing ¹⁸																			Х	Х	Х					Ш	N
Winery ²⁰																			Х	Х	Х						N
TRANSPORTATION AND PUBLIC UTILITIES		П	П		$\overline{}$		П	П		$\overline{}$													$\overline{}$	П		П	
Bus Terminal or Service Facility							П									Х			Х	Х	Х					П	
Electric Transmission, Gas Piping, Water/Sanitary					П	П	г	П			П		П		П	П								П	П	П	
Sewer Pumping Station	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	
Freight Terminal, Service Facility		П	П		Г	П	Г	Г		П	П		П		П	Х			Х	Х	Х	П	П	П		П	N
Garbage or Refuse Collection Service		П	П	П	П	П	г	П	П	П	П		П		П	П	П		Х	Х			П	П	П	П	N
Gas, Electric (Including Solar Farms), Water,					П	П	г	П		П	П		П		П	П							П	П	П	П	
Sewerage Production and/or Treatment Facility,		l	l		l		ı	l		1			ΙI			H			Х	Х	S		l				<i>i</i> 1
Landfill ¹⁹													П						S						Г	П	N
Post Office or Postal Facility				\Box	Г	Г	Г	Г	\Box				П	Х	Х	Х	Χ	Х	Х	Х	Х		\vdash	П	П	П	
Railroad Station/Terminal				П	П		Г	Г	П	Г			П			S			S	S	S		Г		Г	П	
Refuse Processing, Treatment, and Storage													П						S							П	N
Telephone or Communication Services															Х	Х	Χ	Χ	Х	Х	Х						
Taxicab Dispatch Station																X			X	Х	Х						N

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

1:00 P.M. CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Jami Averwater Tristan Carroll Reggie Harris Bryan Prince Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director of Dev't Services Ben Newman, Dir. of Land Mngt. & Planning Matthew Blomeley, Assistant Planning Director Holly Smyth, Principal Planner Richard Donovan, Principal Planner Brad Barbee, Principal Planner Amelia Kerr, 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 during the Public Comments portion of the agenda.

4. Approve minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings.

Mr. Shawn Wright made a motion to approve the minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

OCTOBER 2, 2024

Shawn Wright

Nay: None

Zoning application [2024-411] for approximately 92.54 acres located along New Salem

Highway and Barfield Road to be rezoned from RS-15 to CH, Matt Taylor of SEC,

Inc. on behalf of World Outreach Church 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. 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, Mr. Shawn Wright moved to approve the zoning

application subject to all staff comments; the motion was seconded by Ms. Jami Averwater

and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Reggie Harris

Bryan Prince

Shawn Wright

Abstain: Tristan Carroll

Nay: None

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. Mr. Richard Donovan presented the Staff

3

ORDINANCE 24-OZ-37 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 92.54 acres located along New Salem Highway and Barfield Road from Single-Family Residential Fifteen (RS-15) District to Commercial Highway (CH) District; Matt Taylor of SEC, Inc. on behalf of World Outreach Church, applicant, [2024-411]

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

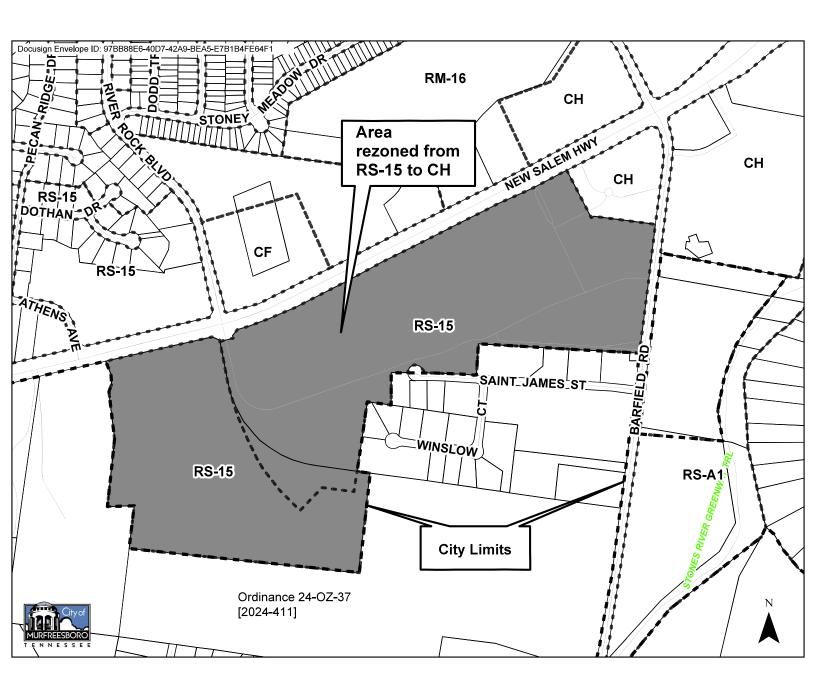
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and 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, 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.

<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
1 st reading	
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by:
	Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Rezoning property along Greenland Drive

[Public Hearing Required]

Department: Planning

Presented by: Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

Summary

Rezone approximately 5.1 acres located along the south side of Greenland Drive west of Fairview Avenue.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning on October 2, 2024.

Background Information

SW Capital Group presented a zoning application [2024-412] for approximately 5.1 acres located along the south side of Greenland Drive to be rezoned from RM-16 (Multi-Family Residential District) to PRD (Planned Residential District). During its regular meeting on October 2, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve economic development

The approval of the zoning request will help to facilitate investment into this aging multi-family development.

Attachments:

- 1. Ordinance 24-OZ-38
- 2. Maps of the area
- 3. Planning Commission staff comments and minutes from 10/02/2024 meeting
- 4. Crossings at Greenland PRD pattern book
- 5. Other miscellaneous exhibits

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

5.d. Zoning application [2024-412] for approximately 5.1 acres located along Greenland Drive to be rezoned from RM-16 to PRD (Crossings at Greenland PRD), SW Capital Group applicant.

The subject property is located at 920 Greenland Drive west of Fairview Avenue and was originally named The Woods at Greenland around 2000 when it was first approved. The entire existing apartment complex is zoned RM-16, consists of 1 parcel, and is identified as Tax Map 090I, Group C, Parcel 004.00. As shown on page 13 of the program book, the existing complex contains **78** dwelling units with 276 bedrooms and 276 bathrooms, with an existing density of **15.29 units to the acre**.

The applicant is applying to rezone from RM-16 to PRD to allow a total of 120 units, with 222 bedrooms and 222 bathrooms within the existing building interiors, equating to 23.26 units per acre. The proposal includes the reconfiguration of the existing interiors within the existing building footprints, increasing the number of units from 78 to 120 (for 42 net new units). This would be accomplished by turning 4-bedroom/4-bathroom student housing apartment units into traditional 1-bedroom and 2-bedroom apartments. This would decrease the number of overall bedrooms by 54 and reduce the number of bathrooms by 54. Even though the bedroom and bathroom count is being reduced by 24% within the existing building floor area, gross density would increase by 7.97 units to the acre. The modifications to this existing apartment complex are part of a rebranding and new management strategy by the new property owners that will also address deferred maintenance of the units and upgrading the site. The proposed density exceeds the maximum allowable density of the current underlying RM-16 zoning and sewer allocation, prompting the applicants to apply for the rezone described above.

The applicant has submitted paperwork to the Murfreesboro Water Resources Department (MWRD) and MWRD believes that this bifurcation project as proposed would reduce the daily wastewater generation. Ordinance 22-O-25 states if MWRD can make this determination, that the City may authorize a project if Council, via the rezoning process, decides the project is consistent with the "City's adopted land use plans and policies concerning growth and development" and determines that "the application promotes public health or safety or the general welfare of the City and its residents". Furthermore, the Council may condition its approval on incorporating certain public infrastructure improvements into the site plan and the developer replacing plumbing fixtures within the development with new low-flow fixtures as well as metering or submetering each building and paying the standard water and sewer hookup fees. Therefore, a separate sewer variance is not needed from Council with these factors being determined with the rezone request to PRD. MWRD has stated that "the owner must replace all fixtures throughout the entire property with new low flow fixtures" at a minimum. Each building currently has an existing sewer meter.

Adjacent Zoning and Land Uses

Surrounding zoning is RM-16 (Residential Multi-Family) to the west, south, and east and RD (Residential Duplex) and RS-10 (Residential Single Family) to the north across Greenland Drive as shown on page 3 of the program book. The surrounding uses include apartments to the west, single-family homes to the south and north, and townhomes to the east, as depicted on page 8 of the program book.

Proposed PRD

The development has two points of ingress/egress; with the primary full access rolling gate entrance on Greenland Drive (designated as a Commercial Collector roadway) and the secondary gated exit out onto Fairview Avenue (designated as a Local roadway). The applicant has decided to remove the vehicular gates at the main and back entrances. Improvements to the pedestrian access gates around the project site to make them operable have been incorporated into the program book.

The existing versus proposed unit layout is shown on page 14 converting all of the 4--bedroom units into 1- or 2-bedroom units. Page 19 shows the project phasing with the recently completed phase 1 being the renovation of the community building, pool, and replacing the wood siding on the exterior of the wood trash enclosures. Additionally, all of the units that will not be reconfigured into different unit types will be receiving new paint, flooring, and fixtures. Phases 2 and 3 involve the interior reconfiguration of the 4-bedroom units as well as further site improvements shown on pages 22 and 23.

The Site Data table on page 13 shows the pre- and post-project unit breakdown below. Each of the 4-bedroom units are approximately 1,416 square feet in size and will be converted into a 1-bedroom and 2-bedroom unit. The 1 bedroom units will range from 613 sf to 717 square feet with either 1 or 2 bathrooms. The 2 bedroom units will have 2 bathrooms and contain approximately 790 square feet.

	1- Bdrm	2- Bdrm	3- Bdrm	4-Bdrm	Total
Original Units	0	0	36	42	78
Post Renovation Units	54	30	36	0	120
Net Change Units	+54	+30	0	-42	+42 (Net New)

There is a table on page 13 that breaks down the original parking requirements and unit mix as well as the proposed post-renovated unit mix with its current parking requirements. There are 270 parking spaces in the complex today. The post-renovation project will require 266 parking spaces based on today's requirements, thus providing a **4-stall surplus**. No changes are proposed to modify the parking layout or the number of spaces in the complex. However, the developer will be repairing, overlaying and restriping the parking stalls just outside of the existing front gate area shown on page 22 of the program book, in order to continue to have the 270 spaces.



Trash is handled via dumpsters within 3 wooden trash enclosures. There are no trash compactors onsite, even though the City requires they be provided when exceeding 15 units. The enclosures were recently repaired and painted with new cementitious siding over the existing particle board structure. The standards require "All dumpster / refuse collection areas shall be enclosed with a masonry wall that is a minimum of one foot in height taller than the top of the refuse

container used for collection as well as matches the color and materials of the building with a base and cap" to compliment the building (per Section III(E)(2)). Additionally, an "opaque wall/gate on all 4 sides with material that is compatible with architecture..." and "evergreen landscape material to soften visual appearance around enclosure walls, with a minimum 24" height of evergreen plant material at the time of planting" are required (per DG Section IV(C)(3)). Phase 2 in the program book on page 22 reflects that the existing 3 trash enclosures will be rebuilt to meet city standards.

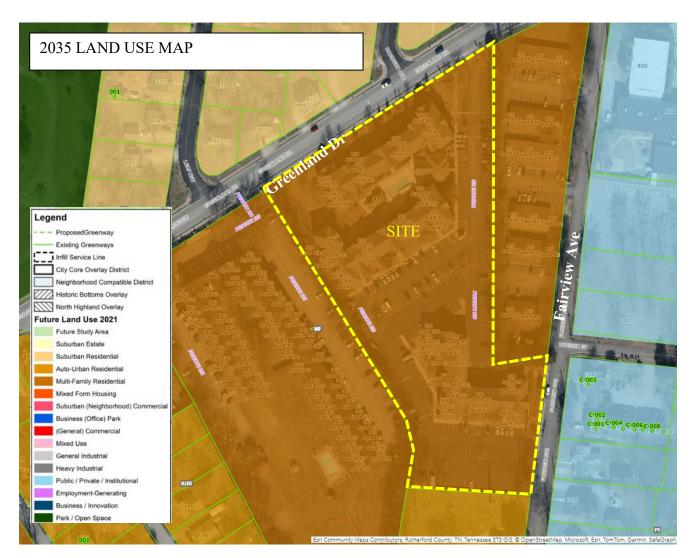
The existing building exterior consists of split-faced CMU block or horizontal siding at the base of building and brick or siding at the 2nd and 3rd floor levels, with asphalt shingle roofing and white vinyl windows. The exteriors of the buildings will be cleaned and the existing exterior materials and windows will remain. One deteriorating window on the backside of the main office will be replaced with the upgrades. Various on-site amenity upgrades and maintenance enhancements are shown on pages 20-23 of the program book.

The only exception being requested, as shown in red on page 25 of the program book, is an increase in density from 16 dwelling units to the acre to 23.26 dwelling units to the acre within the existing building footprints.

Future Land Use Map

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, recommends that the subject property develop as Multi-Family Residential land use character (see excerpt from the future land use map below). This classification accommodates developments with complexes of often several, multi-story multi-family buildings, interspersed with parking lots and open spaces.

Development intensity is up to 16 units per acre (or as allowed by the Sanitary Sewer Allocation Ordinance), with RM-12, RM-16, PUD, and PRD considered compatible zoning districts. The proposed PRD designation is consistent with the future land use map of the General Plan.



Department Recommendation

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

- 1) The proposal is consistent with the Murfreesboro 2035 future land use map.
- 2) The proposal is compatible with existing land uses in the area.
- 3) The proposed reconfiguration and renovations would allow reinvestment into an existing complex in disrepair and will bring on-site management during business hours that will promote the creation of a safe and desirable living environment for residential areas
- 4) The proposed improvements will extend the useful life of the property.
- 5) The reduction of bedrooms and bathrooms and the installation of low-flow devices throughout should reduce the sewer impact on the City per details provided to Murfreesboro Water Resources Department and experienced in other bifurcation projects.

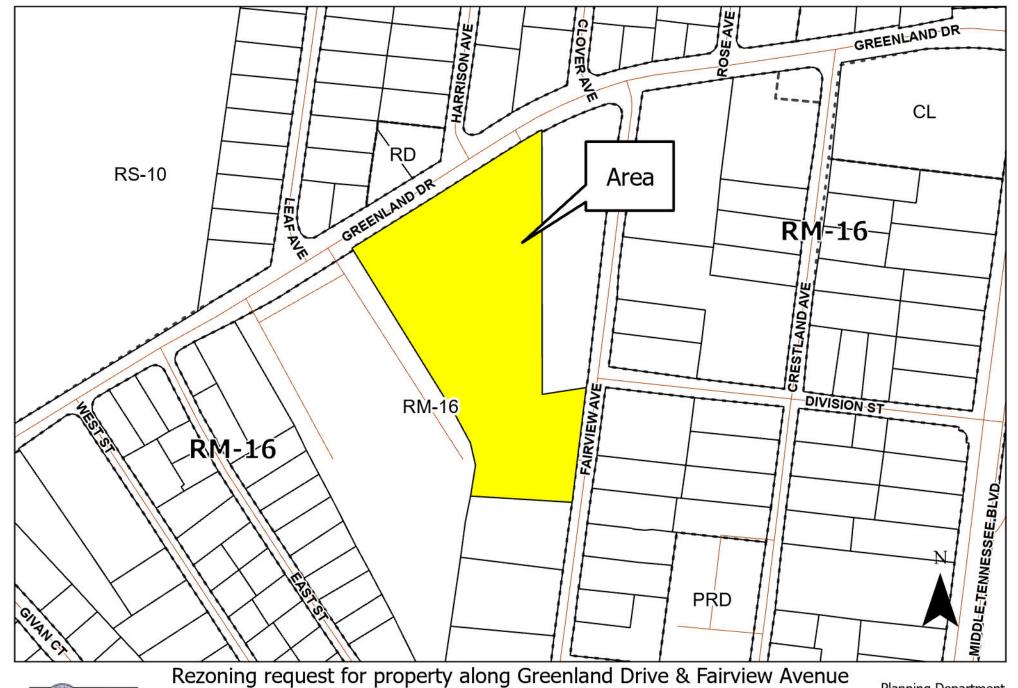
Action Needed

The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should hold the public hearing, discuss this item, and then formulate a recommendation to the City Council.

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Attachments

- -Ortho Map
- -No-ortho Map
- -Updated Program Book

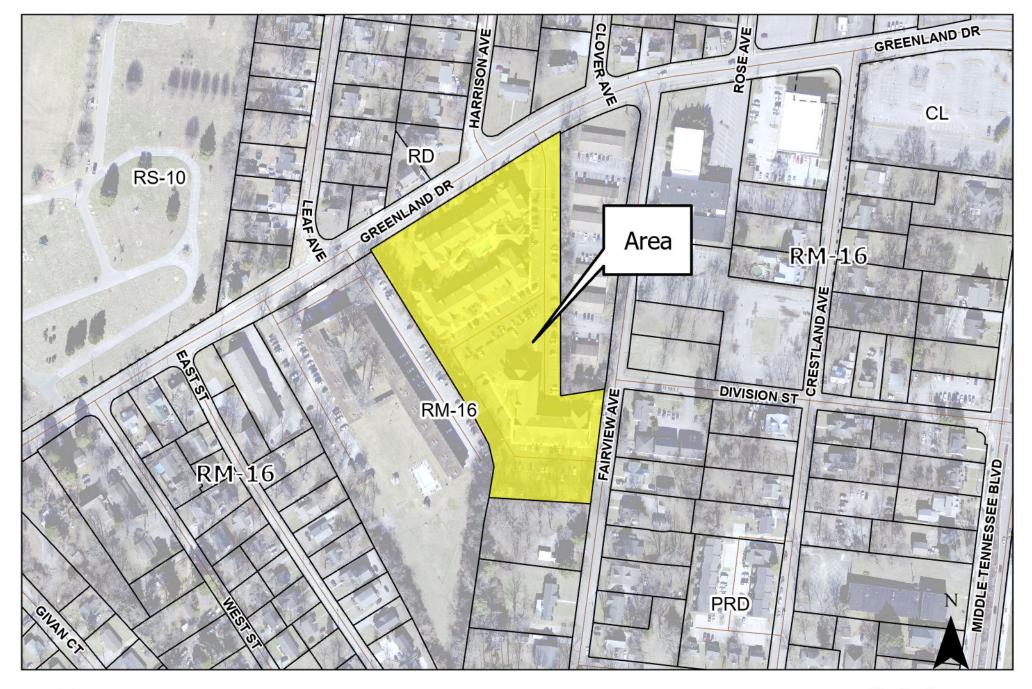




Rezoning request for property along Greenland Drive & Fairview Avenue RM-16 to PRD (Crossings at Greenland PRD)

> 0 115 230 460 690 920 Fee

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





Rezoning request for property along Greenland Drive & Fairview Avenue RM-16 to PRD (Crossings at Greenland PRD)

0 115 230 460 690 920 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:

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 non-refundable application fee (prices listed above).

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

To be completed by applicant:				
APPLICANT: Huddleston-Steele Engineering, INC.				
30			Murfroschoro T	N 27120
Address: 2115 NW Broadstreet	-	City/State/Zi	p:wuriteesboro, i	11, 37 129
Phone: 615-509-5930	E-ma	il address:		
PROPERTY OWNER: SW Ca	pital Group			
Street Address or property description: 920 Green	land Drive, Murfr	eesboro, TN, 37	130	
and/or Tax map #:_0901	Group:	С	Parcel (s):	004.00
Existing zoning classification:	RM-16			
Proposed zoning classification:	PRD	Acreage:	5.1 +/- Ac.	
Contact name & phone number for publication and notifications to the public (if different from the applicant):				
E-mail:				
APPLICANT'S SIGNATURE (required): ClydsRountres DATE: 8.15.2024				
******For Office Use Only*****	*****	******	******	****
Date received:	MPC YR.:	MP	PC #:	

Receipt #:

8.15.2024

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

Re: Rezoning Request

Described as Tax Map 0901, Group C, Parcel 004.00, consisting of 5.1 +/- ac. to be rezoned from RM-16 to PRD.

Dear Mr. Newman,

On behalf of our client, SW Capital Group, we hereby request the annexation and rezoning of the property identified by tax map 0901, Group C, and parcel 004.00, consisting of approximately 5.1 +/-acres from RM-16 to PRD. The purpose of this rezoning is to bifurcate existing 4-bedroom apartment units on the property into 1-bedroom and 2-bedroom units.

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

Sincerely,

Clyde Rountree, RLA

Clyde Rountree

Crossings at Greenland

Request for Rezoning to PRD.

920 Greenland Drive

SUBMITTED NOVEMBER 7, 2024 FOR CITY COUNCIL.



Plans Prepared By



Table of Contents	PAGE
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> ZONING AND FUTURE LAND USE MAP	3
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PROJECT SUMMARY

The property known as The Crossings at Greenland, located at 920 Greenland Drive was established in 2000 as "The Woods at Greenland" and currently holds an RM-16 zoning designation. Comprising 5.16 acres of land, the property features 3 apartment buildings with a total of 78 units, resulting in a density of 15.29 units per acre. It is positioned approximately 1 mile from the MTSU campus.

The unit composition includes (36) 3-bedroom units, and (42) 4-bedroom units, amounting to 78 units in total. Originally designed for student housing, the new ownership has proposed to modify the property to accommodate a more diverse demographic, given its distance from the campus and the presence of competing apartment complexes.

The SW Capital Group acquired the property over two years ago with intentions of converting all 4-bedroom units into (42) 1-bedroom/1-bath units, (12) 1-bedroom/2-bath units, and (30) 2-bedroom units. Including the 36 existing 3-bedroom units, this modification will increase the total unit count to 120 units, thereby creating 42 net new units and raising the density to 23.26 units per acre.

The developer has executed significant enhancements to the property as part of the initial development phase 1, encompassing signage modifications, improvements to stairs and landings, replacement of swimming pool furniture, remodeling of the clubhouse and gym, and the renewal of lighting fixtures throughout the property. The existing apartment units have been updated to include new flooring, paint, plumbing fixtures (low-flow), lighting, countertops, cabinets, and furniture. There are plans for two additional development phases, as outlined in the phasing plan section of the document.

The complex has full-time onsite management available during business hours. Additionally, the owner has committed to offering reduced rental rates to law enforcement personnel.

OWNER/ DEVELOPER				
Company	SW Capital Group	Attn	Jake Worley	
	Address 425 Walnut Street, Suite 1800, Cincinnati, OH, 45202	Phone	614.746.6418	
Address		Email		

PLANNING					
Company	Huddleston – Steele Engineering Inc.	Attn	Clyde Rountree, RLA		
	2115 N.W. Broad	Phone	615.509.5930		
Address	Street, Murfreesboro, TN, 37129	Email			

ENGINEERING					
Company	Huddleston – Steele Engineering Inc.	Attn	Chris Maguire, P.E. R.L.S.		
	2115 N.W. Broad	Phone	615.893.4084		
Address	Street, Murfreesboro, TN, 37129	Email			

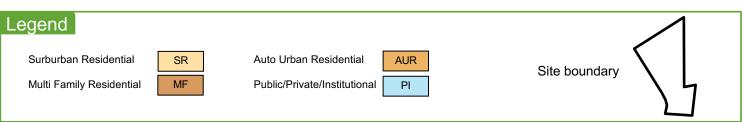






The subject property is zoned RM-16 to the east, south and west. The property to the north is zoned RD and RS-10.

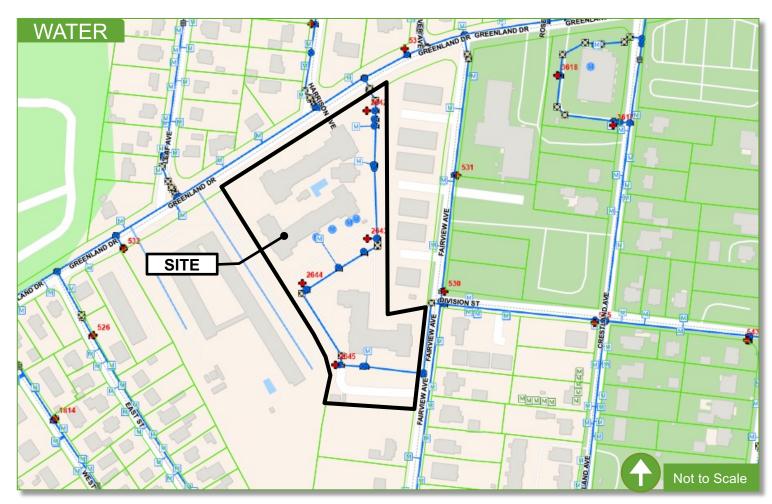




Map Summary

The General Plan future land use map designated the project site MULTI-FAMILY (MF)Residential Character. Higher density residential uses such as triplexes, quadplexes, and multiple-family housing. With the higher density provided with multi-family, there is also the requirement to provide on-site amenities and open space designed for public activities. Development Types: High density residential that could allow for rental or condominium (fee simple ownership) opportunities. Characteristics include designated recreational areas, often with pool house and pool, as well as other upgrades and amenities. Multi-family communities may be designed as private, gated neighborhoods or strongly oriented towards urban or public space, but in all cases, they should be designed to fit in visual context of their surroundings and related to public roadways. Typical density ranges are up to 16 (DU/ac) or as directed by the Sanitary Sewer Allocation Ordinance.







 Water services will continue to be provided by the Murfreesboro Water Resources Department.

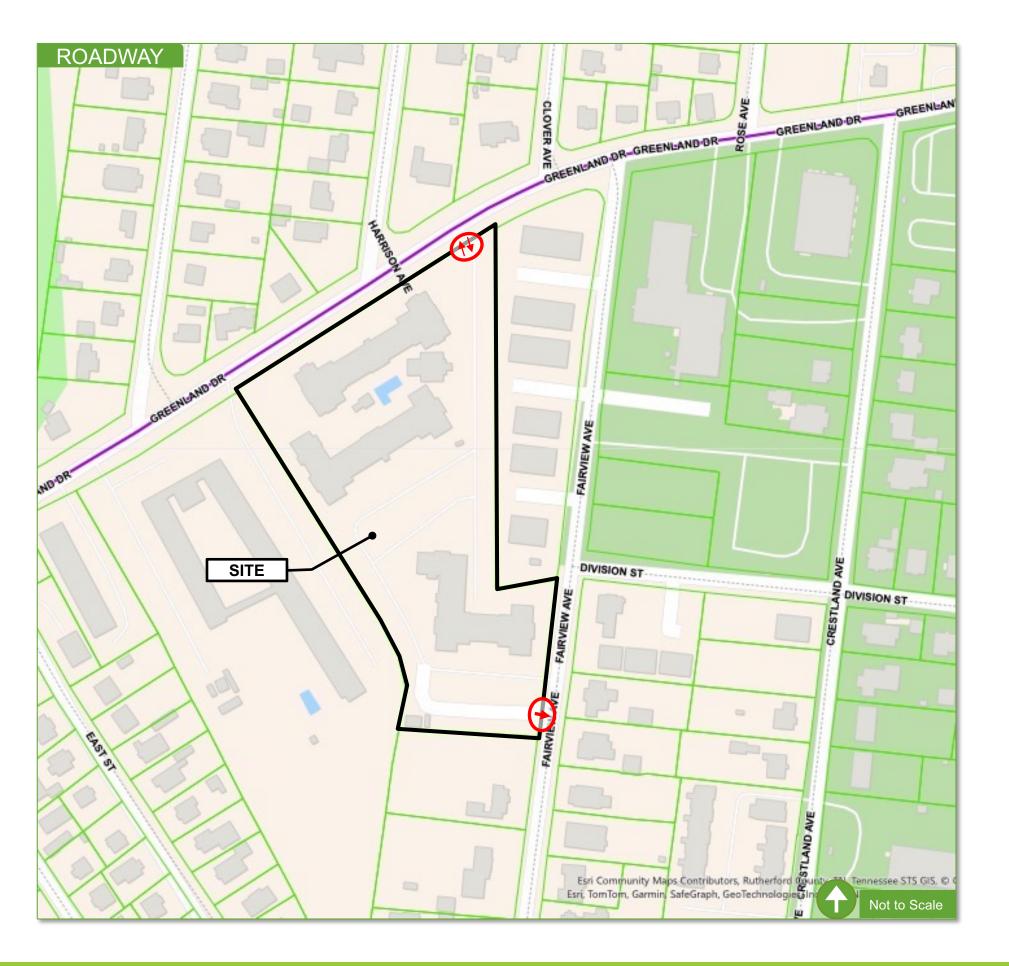




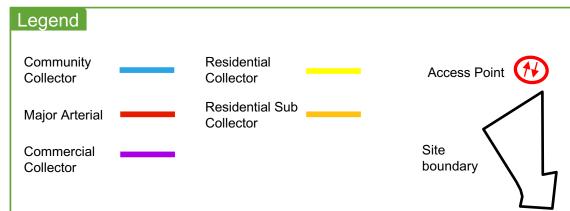
Map Summary

- Sanitary sewer service will continue to be provided by the Murfreesboro Water Resources Department.
- The sewer enters the property from Greenland Drive.
- The project will comply with the City of Murfreesboro sewer allocation ordinance.
- Each building has an existing sewer meter. The City of Murfreesboro will not initially require sub-metering but will monitor water usage. If usage does not decrease after a certain period, sub-metering of each building will be required.
- All plumbing fixtures throughout the property shall be replaced with new low-flow fixtures.



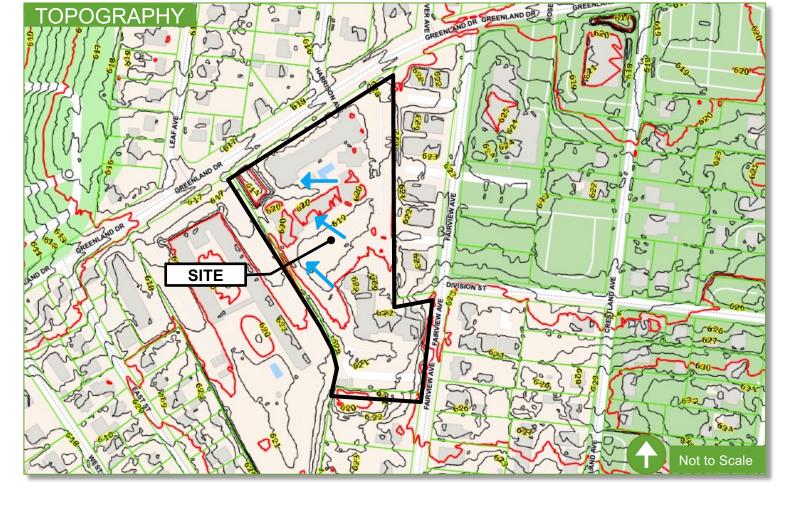


The site will be primarily accessed from Greenland Drive.
 With a secondary exit located on Fairview Avenue.











Water Flow Direction Index Contours Intermediate contours Index Contours

Map Summary

- Ar Arrington silt loam
- CuA Cumberland Silt loam, 0 2 percent slopes.

Map Summary

• The site is an existing development which has been graded to drain effectively. The ownership group has not identified any issues with ponding or drainage backup.







• Several easement are existing on the site. The new development will not have any bearing on the existing easements.

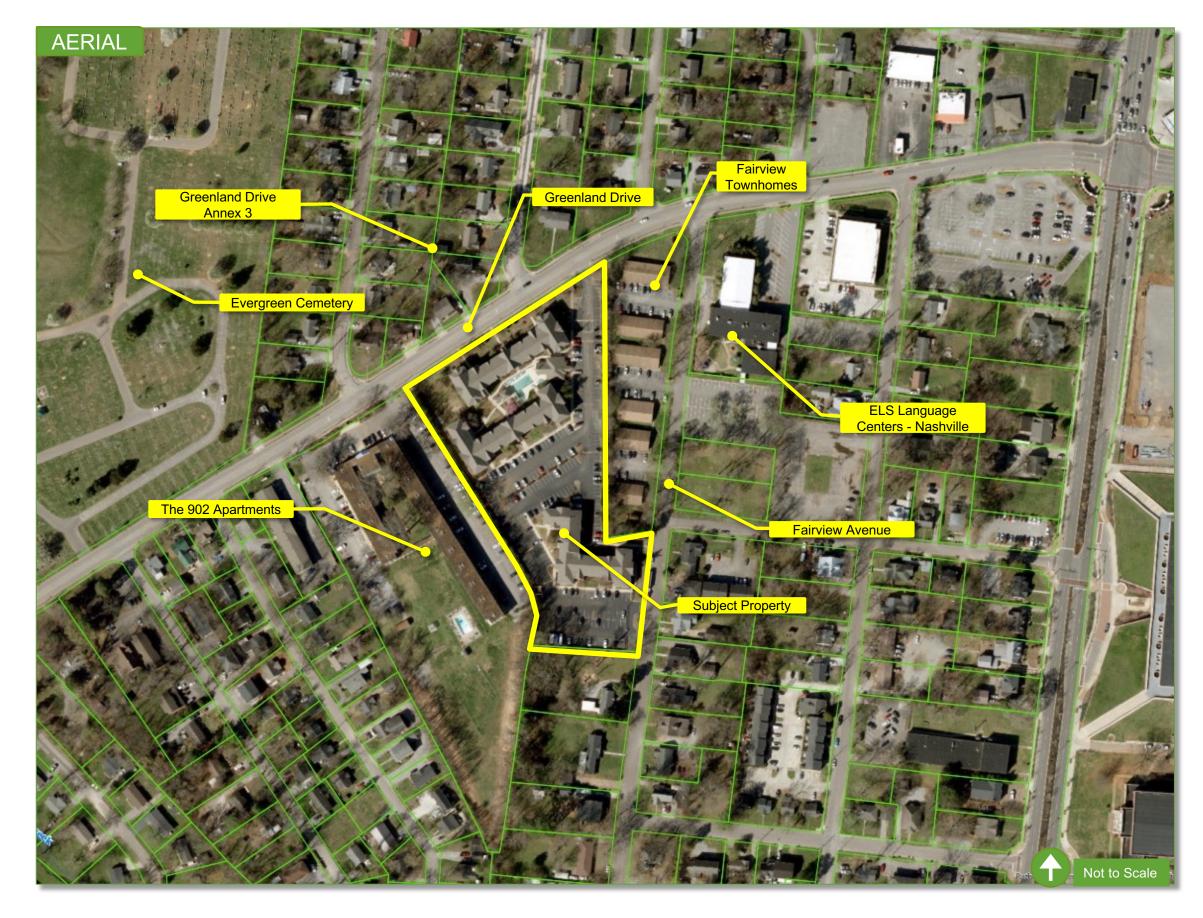




Map Summary

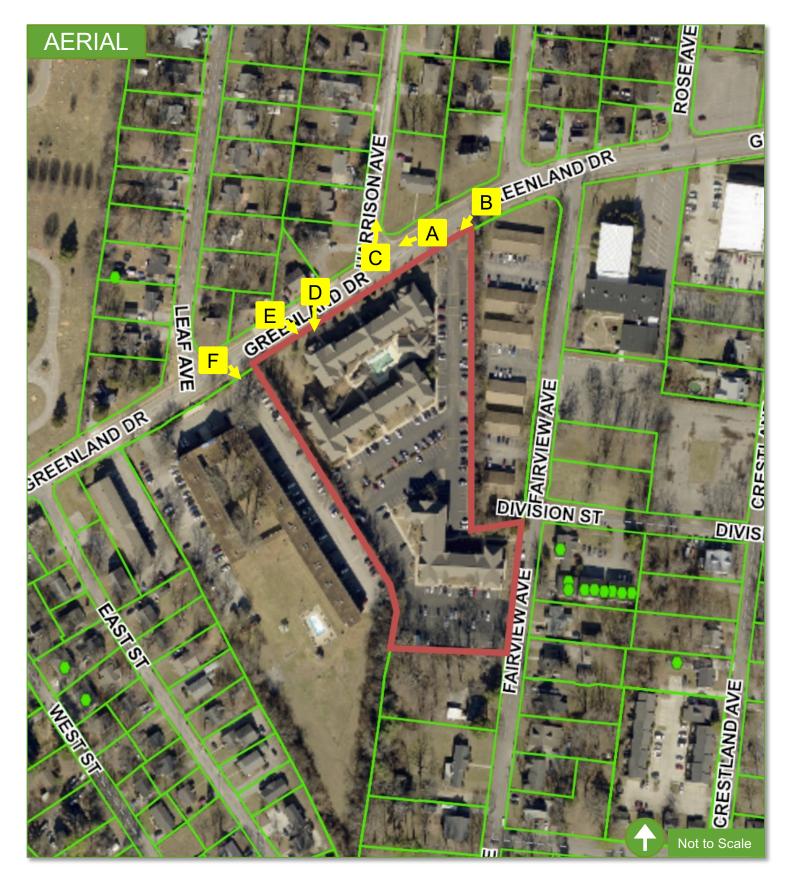
• The existing stormwater infrastructure is to remain as it currently exist. No new stormwater improvements are a part of this rezoning request





The subject property is surrounded by the Greenland Drive Annex 3 Subdivision to the north, The 902 Apartments to the west, and Fairview Townhomes to the east. To the south of the property are individual single-family lots. The subject property is located less than one mile from the MTSU campus.









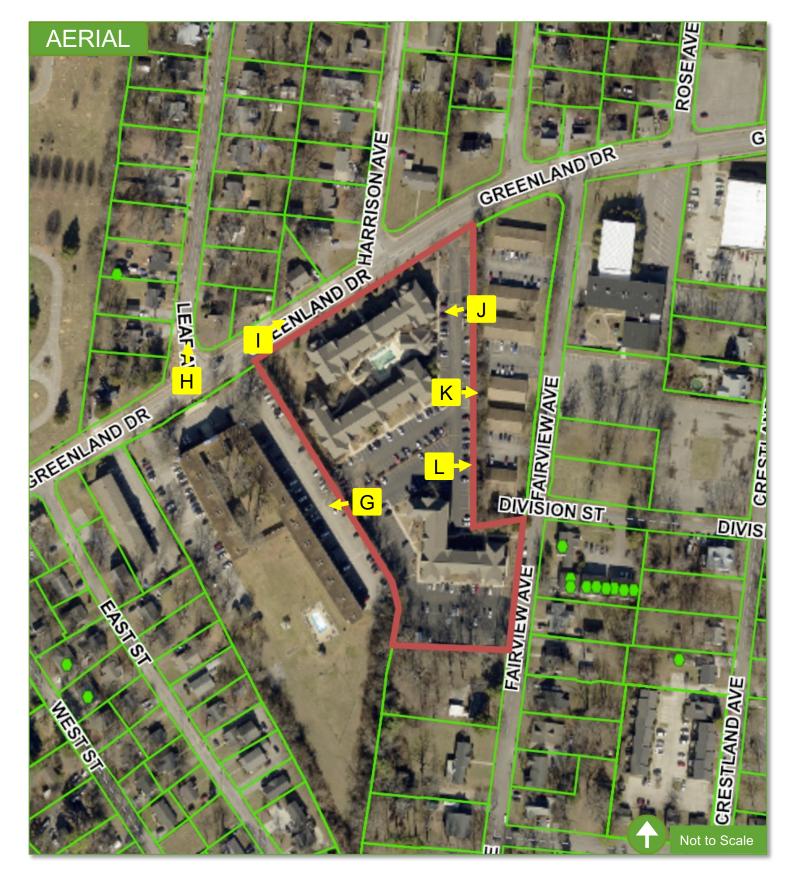
































































UNIT COUNTS AND PARKING TABULATION

PRE-RECONFIGURATION PARKING SPACES REQUIRED

1 SPACE PER 1 BEDROOM = 0 UNITS = 0 SPACES
2 SPACES PER 2 BEDROOM= 0 UNITS = 0 SPACES
3 SPACES PER 3 BEDROOM= 36 UNITS =108 SPACES
4 SPACES PER 4 BEDROOM= 42 UNITS =168 SPACES
TOTAL UNITS: 78

TOTAL SPACES REQUIRED= 276 SPACES
TOTAL SPACES PROVIDED= 270 SPACES

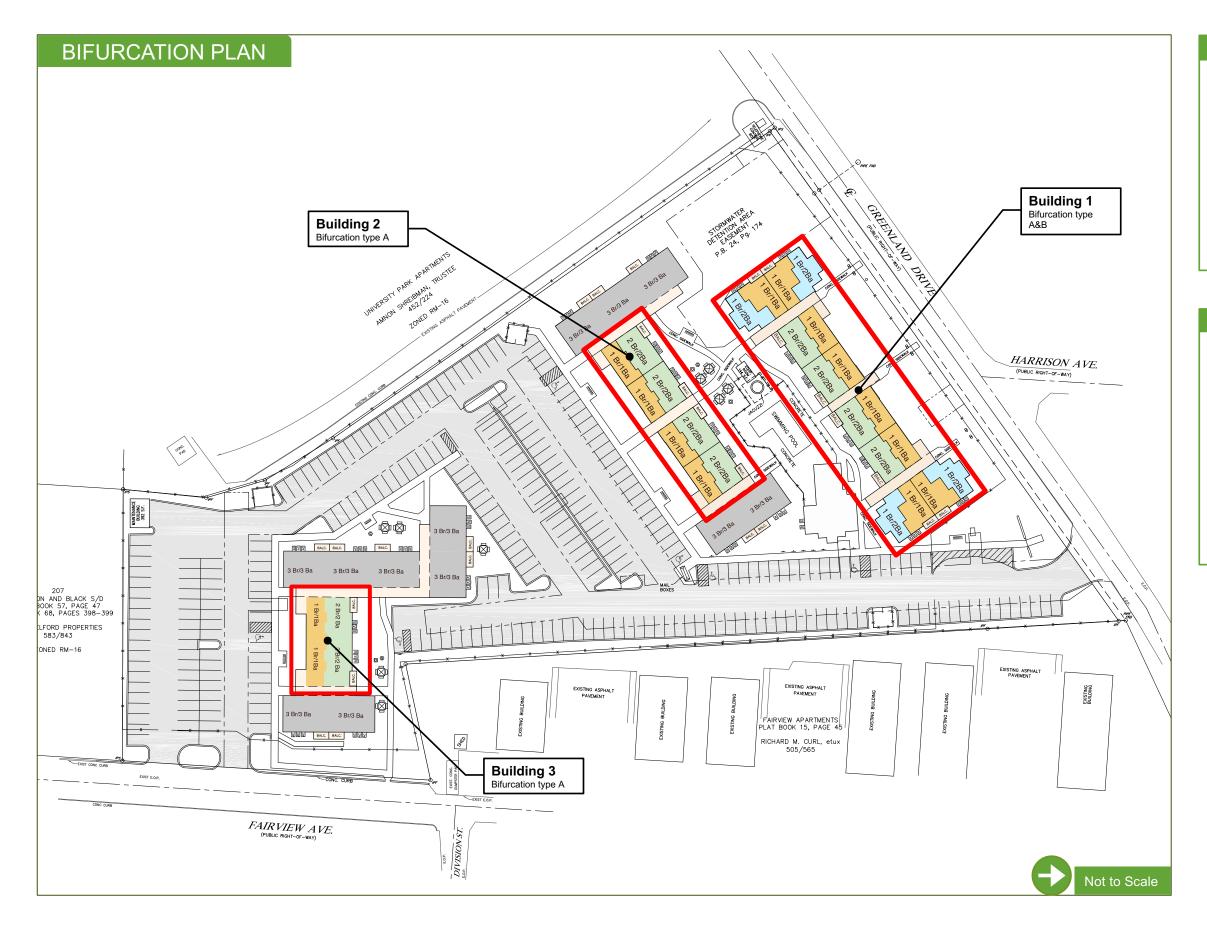
POST-RECONFIGURATION PARKING SPACES REQUIRED

1.5 SPACE PER 1 BEDROOM = 54 UNITS = 81 SPACES
2.2 SPACES PER 2 BEDROOM=30 UNITS = 66 SPACES
3.3 SPACES PER 3 BEDROOM=36 UNITS = 118.8 SPACES
4.4 SPACES PER 4 BEDROOM= 0 UNITS = 0 SPACES
TOTAL UNITS: 120

TOTAL SPACES REQUIRED=266 SPACESTOTAL SPACES PROVIDED=270 SPACES

SITE DATA					
Total Area	5.16 +/- Ac.				
	1-Br	2-Br	3-Br	4-Br	Total
Original Units	0	0	36	42	78
Post Renovation Units	54	30	36	0	120
Net Change Units	+54	+30	0	-42	+42
Original Density	15.29 D.U./Acre				
Post Renovation Density	23.26 D.U./Acre				
Net Change Density	+7.97 D.U./Acre				
Parking required	266				
Post Renovation Parking provided	270				
Additional Parking	4				



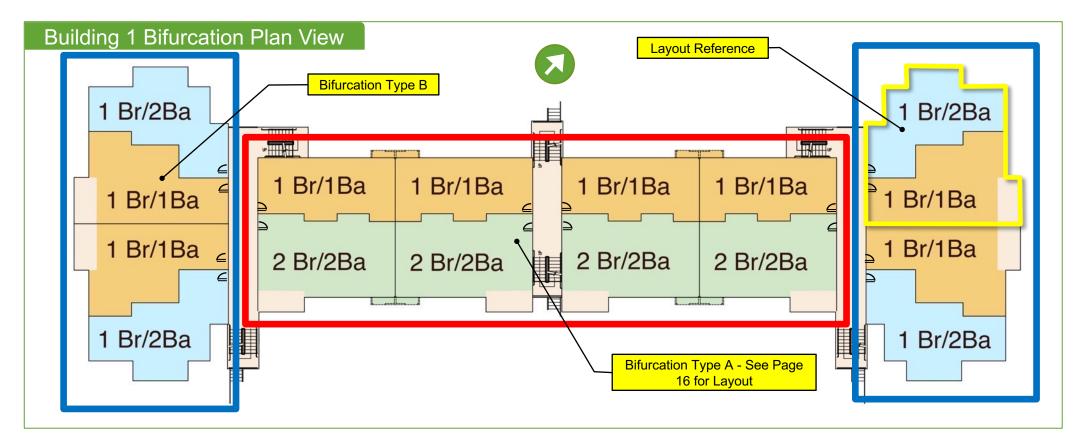


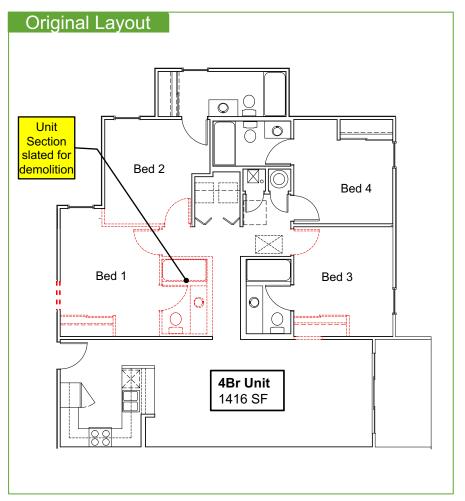
BIFURCATON SUMMARY

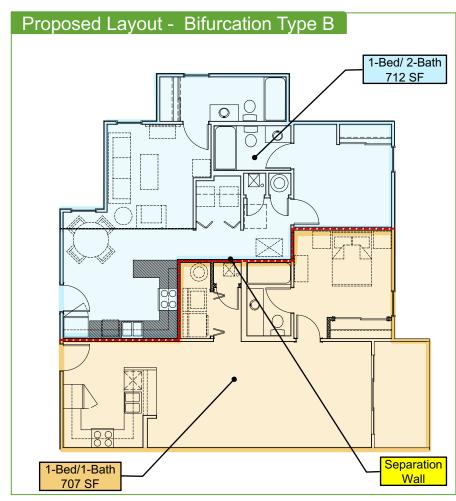
- The project reconfigures all existing 4bedroom type "A" units into 1- and 2bedroom units.
- There are 42 existing 4-bedroom units which will be converted into (30) 2-Br units and (54) 1-Br units.
- All existing buildings are fully sprinklered.

egen	d
	New 2 Bedroom, 2 Bath unit (part of existing 4 Bedroom, 4 Bath Unit)
	New 1 Bedroom, 1 Bath unit (part of existing 4 Bedroom, 4 Bath Unit)
	New 1 Bedroom, 2 Bath unit (part of existing 4 Bedroom, 4 Bath Unit)
	Existing 3 Bedroom, 3 Bath unit
	Existing 4 Bedroom, 4 Bath unit







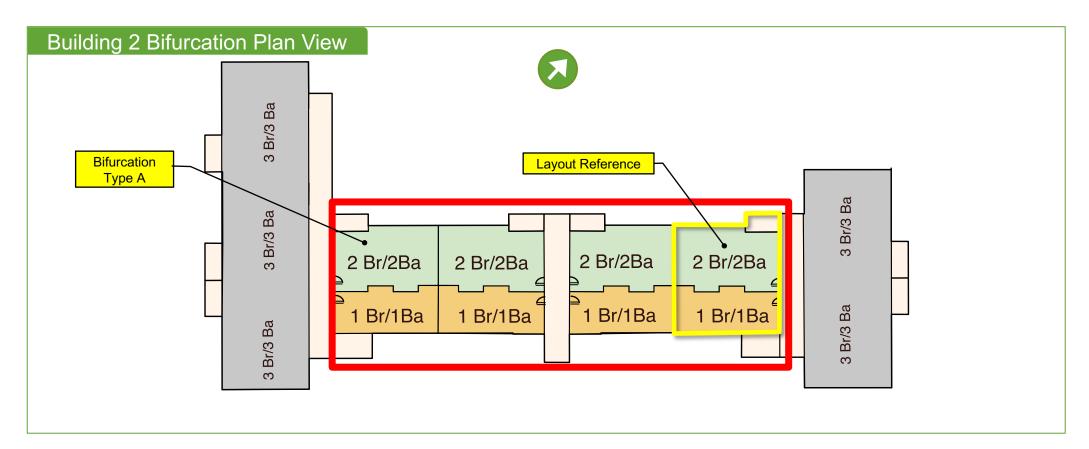


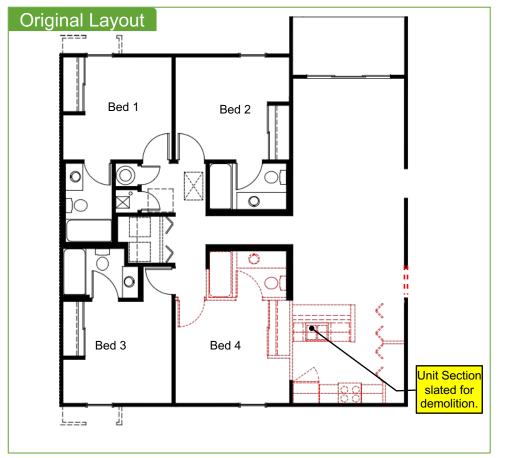
New 2 Bedroom, 2 Bath unit (part of existing 4 Bedroom, 4 Bath Unit) New 1 Bedroom, 1 Bath unit (part of existing 4 Bedroom, 4 Bath Unit) New 1 Bedroom, 2 Bath unit (part of existing 4 Bedroom, 4 Bath Unit) Existing 3 Bedroom, 3 Bath unit Existing 4 Bedroom, 4 Bath unit

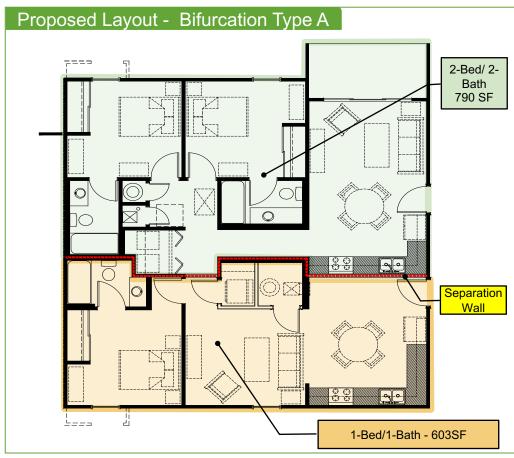
Summary

- The section of the plan view highlighted in red represents the demolished sections to accommodate new layout of all 4-bed 4-bath units after bifurcation using the bifurcation Type A plan shown in the proposed Layout on page 16.
- The section of the plan view highlighted in blue represents the new layout of all 4-bed 4-bath units after bifurcation using the bifurcation Type B plan shown in the proposed Layout.
- The bifurcation of Building 1 will affect (24) 4-Br units.
- New Kitchens will be added with no changes to existing bathroom locations.







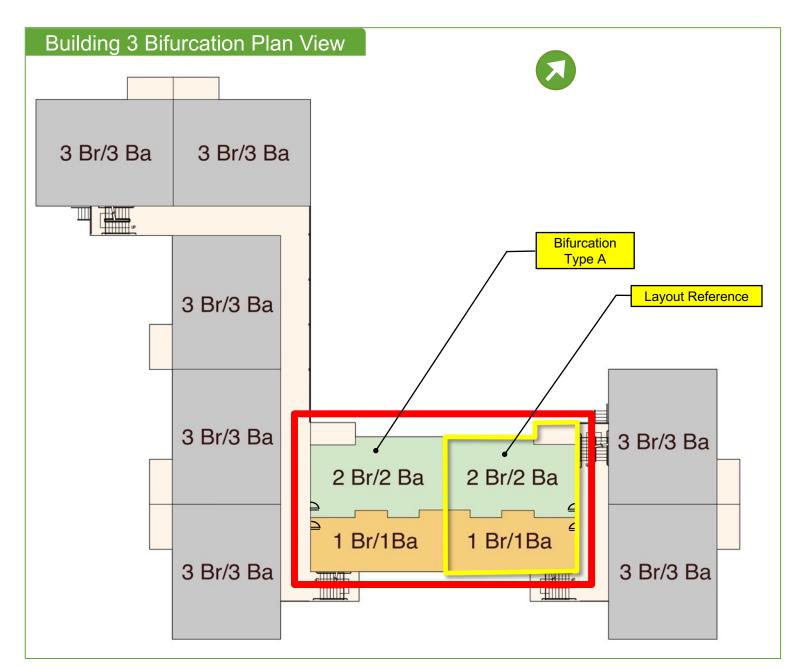


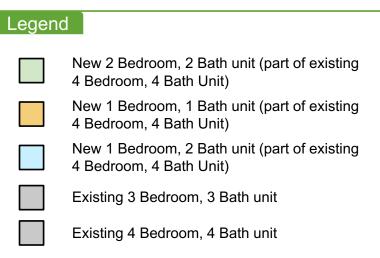


Summary

- The section of the plan view highlighted in red represents the new layout of all 4-bed 4-bath units after bifurcation using the bifurcation Type A plan shown in the proposed Layout.
- The bifurcation of Building 2 will affect (12) 4-Br Units.
- New Kitchens will be added with no changes to existing bathroom locations.



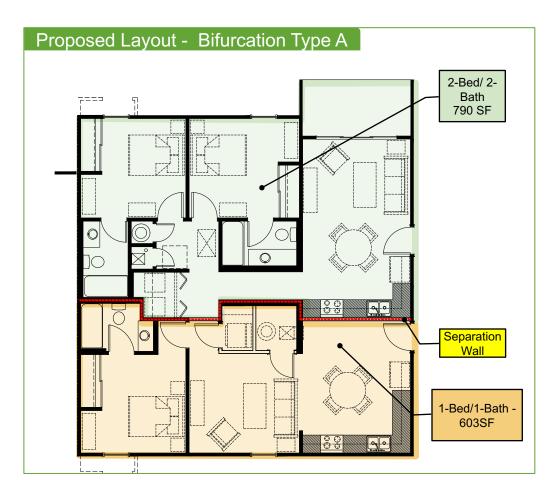


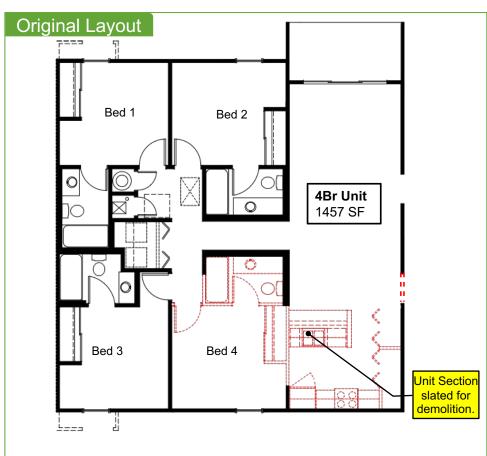


Summary

- The section of the plan view highlighted in red represents the new layout of the building once all 4-bed 4-bath units have been bifurcated using the bifurcation Type A plan shown in the proposed Layout.
- The bifurcation of Building 3 will affect (6) 4-Br
- New Kitchens will be added with no changes to existing bathroom locations.

PAGE 17



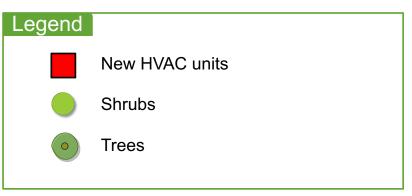






The apartment complex has existing landscaping that will remain. The new landscaping that will be installed as generally shown herein will be used to meet the Murfreesboro standard for screening the new and existing AC units. In addition, landscaping will be refreshed around dumpster enclosures to meet city standards and missing trees will be added where previously removed.









The Owner plans to complete the project in three phases.

- Phase 1 includes all site improvements and renovations outlined in site improvement section of document (pages 20-21).
- Phase 2 includes the bifurcation of (24)
 4-bedroom units in B1 and (6) 4-bedroom units in B3.
- Phase 3 will include the bifurcation of (12) 4-bedroom units in B2.

Phasing	Pre Bifurcation	Post Bifurcation
Phase I	1	-
Phase II	(30) 4-Br	(42) 1-Br (18) 2-Br
Phase III	(12) 4-Br	(12) 1-Br (12) 2-Br





During the past two years, SW Capital has made substantial investments in enhancing the property, encompassing signage modifications, improvements to stairs and landings, replacement of swimming pool furniture, remodeling of the clubhouse and gym, and the renewal of lighting fixtures throughout the property.

Furthermore, significant investment has been directed towards new property management software tools and enhancements to the leasing structure, aimed at better addressing the needs of residents. This has led to a notable shift in the resident population. Subsequent phases will serve to further diversify the residential community, as the 4-bedroom units are converted to traditional units.





Change 1

Type: Shutter and Trim Paint. **Summary:** All the trim paint was changed from electric blue to a soft gray to complement the new signage.



Change 2

Type: Signage.

Summary: Complete new design and package to include the monument, wayfinding and apartment signs were created to improve the curb appeal and provide a more conventional.





Change 3

Type: Stairs and Landing
Summary: Stair threads and
Landing were torn down and
replaced due to existing water
damage; New Lighting was
also added to improve safety.



After

Change 4

Type: Dumpster enclosures **Summary:** Enclosures were repaired, replaced or repainted as needed.



Change 5

Type: Clubhouse Renovations **Summary**: The clubhouse was updated, and the furnishing changed to appeal to a broader demographic and families.



After

Change 6

Type: Fitness Equipment.

Summary: Original Equipment was donated to the

Murfreesboro Fire Department and new equipment that better matched the fitness goals of



After

Change 7

prospective residents.

Type: Pool Furniture **Summary:** Accent pieces and colors were changed to be more conservative in nature.



Change 8

Type: Lighting
Summary: Pole lights were repainted with globe

replacement throughout property









Phase 2 of the bifurcation process will include site improvements to enhance the property further. Proposed site improvements are called out on the map and listed below.

- Update building signage to clearly show new and existing units.
- Fix broken fencing and/or bent setting of wrought iron fencing
- Refresh Landscaping along the dumpsters and south fence to meet city standards
- Repair all broken-down pole light fixtures and globes throughout the property.
- Unscreened utility boxes will be painted to blend with the surroundings.
- Add decorative trash cans (3) in common areas to keep it contained.
- Add/enhance ADA pedestrian connectivity from the property line.
- Existing trash enclosures will be rebuilt to meet city standards.
- Remove the vehicular gates at the front and back entrance and leave all other fencing and pedestrian gates in place





Phase 3 of the bifurcation process will include site improvements to enhance the property further. Proposed site improvements are called out on the map and listed below.

- Update building signage to clearly show new and existing units.
- This will include the bifurcation of (12) 4-bedroom units in B2.



Development Standards

- The development will include the renovation of 3 buildings.
- The maximum building height of all existing buildings will remain unchanged.
- Parking will remain unchanged. Existing parking meets the Murfreesboro city parking requirement of 1.5 for 1-bedroom units and 1.1 for 2-bedroom or 3-bedroom units post-bifurcation.
- Solid waste will continue to use a private hauler. The existing garbage locations will remain. Existing trash enclosures will be rebuilt to meet city standards.
- A new sidewalk extension will be added at the main entrance between the public way sidewalk and the site for improved ADA path of travel
- Mail delivery will be accommodated via one mail kiosk to be expanded and upgraded with a brick veneer.
- All Telecommunication and television equipment existing to remain.
- Existing vehicular gates will be removed to allow for improved traffic flow and access.
- New AC units will be in the current existing locations.
 Screening by landscaping or screen fences will be added.
- Building Elevation Materials: Vinyl Siding will be pressure washed as needed.
- All existing buildings are to remain within existing setbacks.
- The 2035 Plan is not applicable since the project is bifurcation only.
- If sewer usage does not decrease after bifurcation, the developer will add submeters for each unit.
- The developer is committed to upgrading all waterusing fixtures to low-flow devices.

General Applicability Section 13b for Planned Development

- Ownership and division of land: The site is owned by the developer identified on Sheet 2. The lot is currently zoned RM-16 in the City of Murfreesboro. The property owner will be responsible for the long-term maintenance of the apartment complex.
- Waiver of BZA action: No BZA actions will be required.
- Common space and common elements: Amenities include a renovated gym, clubhouse, and pool facilities.
- Accessibility of site: The site will be accessed from Greenland Drive with an additional exit provided to Fairview Avenue.
- Off-street parking: No new off-street parking will be added.
- Pedestrian circulation: A new sidewalk extension will be constructed with this project site for improved ADA path of travel. New pedestrian gates will be installed, and existing pedestrian gates made operational.
- **Privacy:** All landscape along the perimeter fence to the south will be replanted.
- Relationship to zoning regulations and other zoning regulations: A
 PRD is being requested for the subject property. Land Requirement Table
 not applicable.
- **Development Period**; **Phasing**: The project will be completed in 3 phases with Phase I already completed.
- Annexation: No annexation is required for this site.
- Landscaping: Landscaping will be the responsibility of the new owner.



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 sheets 4-8.
- 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 sheets 8-12.
- 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 8
- 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 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 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); Not applicable in this situation.
- 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; Shown in pattern book on sheet 3.
- 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; Property will be developed in three phases as seen in page 19.

- 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; Shown in pattern book sheets 18&22.
- 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; In the City of Murfreesboro, bifurcation projects historically increase the overall density of their developments. The land use plan calls for a density of 16 D.U./Acre. Post Bifurcation, the new proposed density will be 23.26 D.U./Acre. However, the bedroom count will be reduced from 276 to 222 bedrooms representing a 20% overall bedroom reduction.
- 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 any overlays.
- 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; Not applicable in this situation.
- 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. Not Applicable.
- 15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: New signage upgrade has been implemented.



MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 2, 2024

1:00 P.M. CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Jami Averwater Tristan Carroll Reggie Harris Bryan Prince Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director of Dev't Services Ben Newman, Dir. of Land Mngt. & Planning Matthew Blomeley, Assistant Planning Director Holly Smyth, Principal Planner Richard Donovan, Principal Planner Brad Barbee, Principal Planner Amelia Kerr, 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 during the Public Comments portion of the agenda.

4. Approve minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings.

Mr. Shawn Wright made a motion to approve the minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
OCTOBER 2, 2024

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

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

There being no further discussion, Ms. Jami Averwater moved to approve the mandatory referral subject to all staff comments, including the conditions listed in the staff report; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Nay: None

Not Present: Shawn Wright

Zoning application [2024-412] for approximately 5.1 acres located along Greenland Drive to be rezoned from RM-16 to PRD (Crossings at Greenland PRD), SW Capital Group 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. Clyde Rountree (landscape architect) and Mr. Bennie Pandorf were in attendance representing the application.

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

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MINUTES OF THE **MURFREESBORO PLANNING COMMISSION**

OCTOBER 2, 2024

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

and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Zoning application [2024-413] for approximately 6.15 acres located along Hazelwood

Street to be rezoned from RM-16 to PRD (Crossings at Hazelwood PRD), SW Capital

Group 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. Clyde Rountree (landscape architect) and Mr. Bennie Pandorf were in attendance

representing the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against

the zoning application; therefore, Chair Kathy Jones closed the public hearing.

There being no further discussion, Mr. Shawn Wright moved to approve the zoning

application subject to all staff comments; the motion was seconded by Ms. Jami Averwater

and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

5

ORDINANCE 24-OZ-38 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 5.1 acres located along Greenland Drive from Residential Multi-Family Sixteen (RM-16) District to Planned Residential Development (PRD) District (Crossings at Greenland PRD); SW Capital Group, applicant, [2024-412]

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

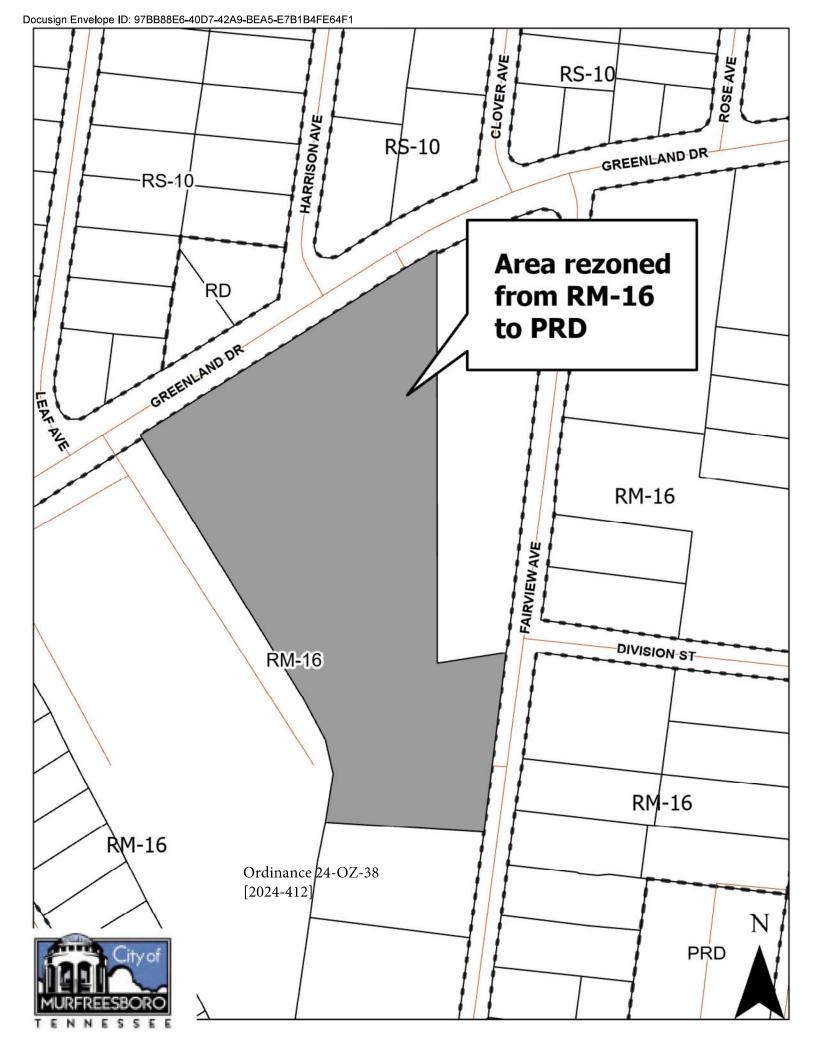
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and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

<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	Shane McFariand, Mayor
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by: Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Rezoning property along Hazelwood Street

[Public Hearing Required]

Department: Planning

Presented by: Holly Smyth, AICP, Principal Planner

Requested Council Action:

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

Summary

Rezone approximately 6.15 acres located along the south side of Hazelwood Street east of Lascassas Pike.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning on October 2, 2024.

Background Information

SW Capital Group presented a zoning application [2024-413] for approximately 6.15 acres located along the south side of Hazelwood Street to be rezoned from RM-16 (Multi-Family Residential District) to PRD (Planned Residential District. During its regular meeting on October 2, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve economic development

The approval of the zoning request will help to facilitate investment into this aging multi-family development.

Attachments:

- 1. Ordinance 24-OZ-39
- 2. Maps of the area
- 3. Planning Commission staff comments and minutes from 10/02/2024 meeting
- 4. Crossings at Hazelwood PRD pattern book
- 5. Other miscellaneous exhibits

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

PROJECT PLANNER: HOLLY SMYTH

Zoning application [2024-413] for approximately 6.15 acres located along Hazelwood Street to be rezoned from RM-16 to PRD (Crossings at Hazelwood PRD), SW Capital Group applicant.

The subject property is located at 1350 Hazelwood Street west of Old Lascassas Road and was originally approved through site plan review #2001-3090 named Royal Hazelwood Apartments or Raiders Crossing. The entire existing apartment complex is zoned RM-16, consists of 1 parcel, and is identified as Tax Map 090G, Group A, Parcel 001.04. As shown on page 15 of the program book, the existing complex contains 96 dwelling units with 276 bedrooms and 276 bathrooms, with an existing density of 15.61 units to the acre.

The applicant is applying to rezone from RM-16 to PRD to allow a total of 120 units, with 240 bedrooms and 240 bathrooms within the existing building interiors, equating to 19.51 units per acre. The proposal includes the reconfiguration of the existing interiors within the existing building footprints, increasing the number of units from 96 to 120 (for 24 net new units). This would be accomplished by turning 4-bedroom/4-bathroom student housing apartment units into traditional 1-bedroom and 2-bedroom apartments. This would decrease the number of overall bedrooms by 36 and reduce the number of bathrooms by 36. Even though the bedroom and bathroom counts are being reduced by 15% within the existing building floor area, gross density would increase by 3.9 units to the acre. The modifications to this existing apartment complex are part of a rebranding and new management strategy by the new property owners that will also address deferred maintenance of the units and upgrading the site. The proposed density exceeds the maximum allowable density of the current underlying RM-16 zoning and sewer allocation. prompting the applicants to apply for the rezone described above.

The applicant has submitted paperwork to the Murfreesboro Water Resources Department (MWRD) and MWRD believes that this bifurcation project as proposed would reduce the daily wastewater generated by this development. Ordinance 22-O-25 states if MWRD can make this determination, that the City may authorize a project if Council, via the rezoning process, decides the project is consistent with the "City's adopted land use plans and policies concerning growth and development" and determines that "the application promotes public health or safety or the general welfare of the City and its residents". Furthermore, the Council may condition its approval on incorporating certain public infrastructure improvements into the site plan and the developer replacing plumbing fixtures within the development with new low-flow fixtures as well as metering or sub-metering each building and paying the standard water and sewer hookup fees. Therefore, a separate sewer variance is not needed from Council with these factors being determined with the rezone request to PRD. MWRD has stated that "the owner must replace all fixtures throughout the entire property with new low flow fixtures" at a minimum. Each building currently has an existing sewer meter.

Adjacent Zoning and Land Uses

Surrounding zoning is RM-16 (Residential Multi-Family) to the north and east, RM-12 (Residential Multi-Family) to the south, and CH (Highway Commercial) to the west, as shown on page 3 of the program book. The surrounding land uses include townhomes to the north, apartments to the east, duplex homes to the south, and a funeral chapel to the west, as depicted on page 10 of the program book.

Proposed PRD

The development has two points of ingress/egress; with the primary full access on Hazelwood Street and the secondary egress to access Old Lascassas Road. However, at some point in time bollards were placed across this secondary driveway aisle access point within the project's parcel to stop vehicular traffic from accessing the site from Old Lascassas Road. The project scope includes the removal of these bollards to restore access. Plat book 25, page 210 includes Plat Note 8 that states "Recordation of this plat will provide for cross access between Lots 1 and 2", which is referring to the project site and the adjacent 1245 Old Lascassas Road. Additionally, pedestrian access into the site is lacking and, therefore, the Planning Department is recommending that new sidewalks be provided near the primary entrance through the parking area to create an ADA appropriate path to the office building. Additionally, new sidewalk should be added for pedestrians out to the eastern property line adjacent to the driveway access out to Old Lascassas Road. The aerial below shows water, sewer, and storm line locations as well as various easements over the property.



The existing versus proposed unit layout is shown on page 16 converting all of the 4--bedroom units into 1- or 2-bedroom units. Page 20 shows the project phasing with the recently completed phase 1 being the renovation of the clubhouse building, pool furnishings, fitness equipment, conversion of hammock area into pickleball courts, and other items described on pages 21 and 22. Additionally, all of the units that will not be reconfigured into different unit types will be receiving new paint, flooring, and fixtures. Phases 2 and 3 involve the interior reconfiguration of the 4-bedroom units as well as further site improvements shown on pages 23 and 24.

The Site Data table on page 15 shows the pre- and post-project unit breakdown below. Each of the 4-bedroom units are approximately 1,457 square feet in size and will be converted into a 1-bedroom unit and 2-bedroom unit or two one bedroom units. The 1 bedroom units will range from 603 to 712 square feet with either 1 or 2 bathrooms. The 2 bedroom units will have 2 bathrooms and contain approximately 790 square feet.

	1- Bdrm	2- Bdrm	3- Bdrm	4-Bdrm	Total
Original Units	0	36	36	24	96
Post Renovation Units	36	48	36	0	120
Net Change Units	+36	+12	0	-24	+24 (Net New)

There is a table on page 15 that breaks down the original parking requirements and unit mix as well as the proposed post-renovated unit mix with its current parking requirements. There are 279 regular parking spaces provided in the complex today plus handicapped spaces. The post-renovation project will require 279 regular parking spaces based on today's requirements. No changes are proposed to modify the parking layout or the number of spaces in the complex, therefore the required parking need is met.



Trash is handled via dumpsters within 3 wooden trash enclosures. There are no trash compactors onsite, even though the City requires they be provided when exceeding 15 units. The standards require "All dumpster / refuse collection areas shall be enclosed with a masonry wall that is a minimum of one

foot in height taller than the top of the refuse container used for collection as well as matches the color and materials of the building with a base and cap" to compliment the building (per Section III(E)(2)). Additionally, an "opaque wall/gate on all 4 sides with material that is compatible with architecture..." and "evergreen landscape material to soften visual appearance around enclosure walls, with a minimum 24" height of evergreen plant material at the time of planting" are required (per DG Section IV(C)(3)). Phase 2 in the program book on page 23 reflects that the existing 3 trash enclosures will be rebuilt to meet city standards. Additionally, the one enclosure area with broken up concrete in front of shown above will be removed and replaced.

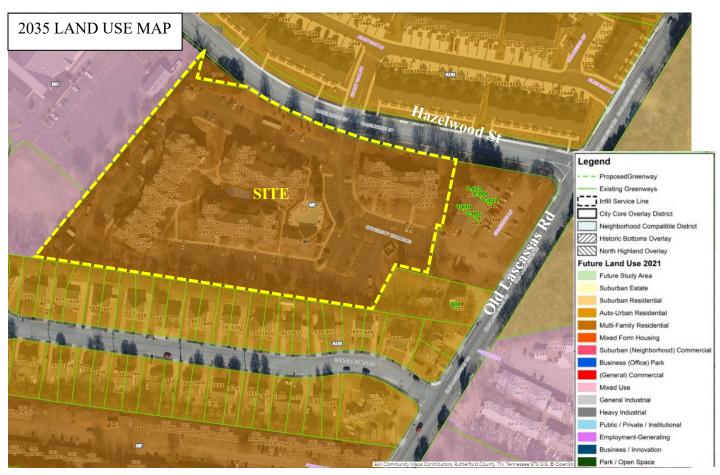
The existing building exterior consists of brick or horizontal vinyl siding at the base of building and vinyl siding at the 2nd and 3rd floor levels, with asphalt shingle roofing and white vinyl windows. The exteriors of the buildings will be cleaned and the existing exterior materials and windows will remain. Various on-site amenity upgrades and maintenance enhancements are shown on pages 21 through 24 of the program book.

The only exception being requested, as shown in red on page 26 of the program book, is an increase in density from 16 dwelling units to the acre to 19.51 dwelling units to the acre within the existing building footprints.

Future Land Use Map

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, recommends that the subject property develop as Multi-Family Residential land use character (see excerpt from the future land use map below). This classification accommodates developments with complexes of often several, multi-story multi-family buildings, interspersed with parking lots and open spaces.

Development intensity is up to 16 units per acre (or as allowed by the Sanitary Sewer Allocation Ordinance), with RM-12, RM-16, PUD, and PRD considered compatible zoning districts. The proposed PRD designation is consistent with the future land use map of the General Plan.



2024-413 Crossing at Hazelwood Apts Bifircation PRD PC PH final

Department Recommendation

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

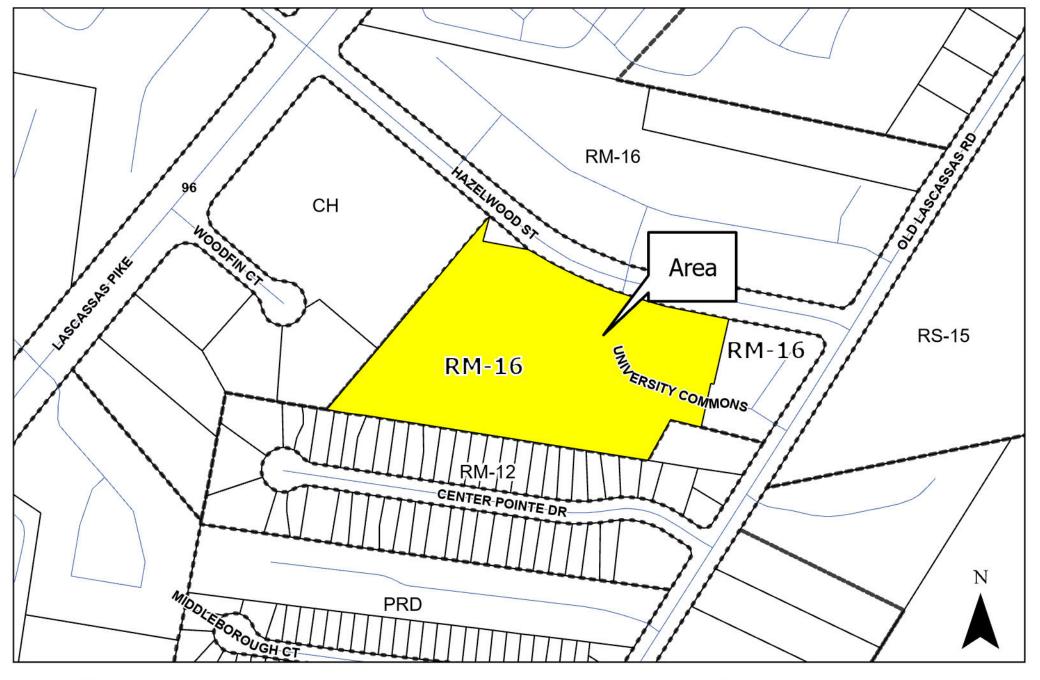
- 1) The proposal is consistent with the Murfreesboro 2035 future land use map.
- 2) The proposal is compatible with existing land uses in the area.
- 3) The proposed reconfiguration and renovations would allow reinvestment into an existing complex in disrepair and will bring on-site management during business hours that will promote the creation of a safe and desirable living environment for residential areas.
- 4) The proposed improvements will extend the useful life of the property.
- 5) The reduction of bedrooms and restrooms and the installation of low-flow devices throughout should reduce the sewer impact on the City per details provided to Murfreesboro Water Resources Department.

Action Needed

The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should hold the public hearing, discuss this item, and then formulate a recommendation to the City Council.

Attachments

- -Ortho Map
- -No-ortho Map
- -Updated Program Book

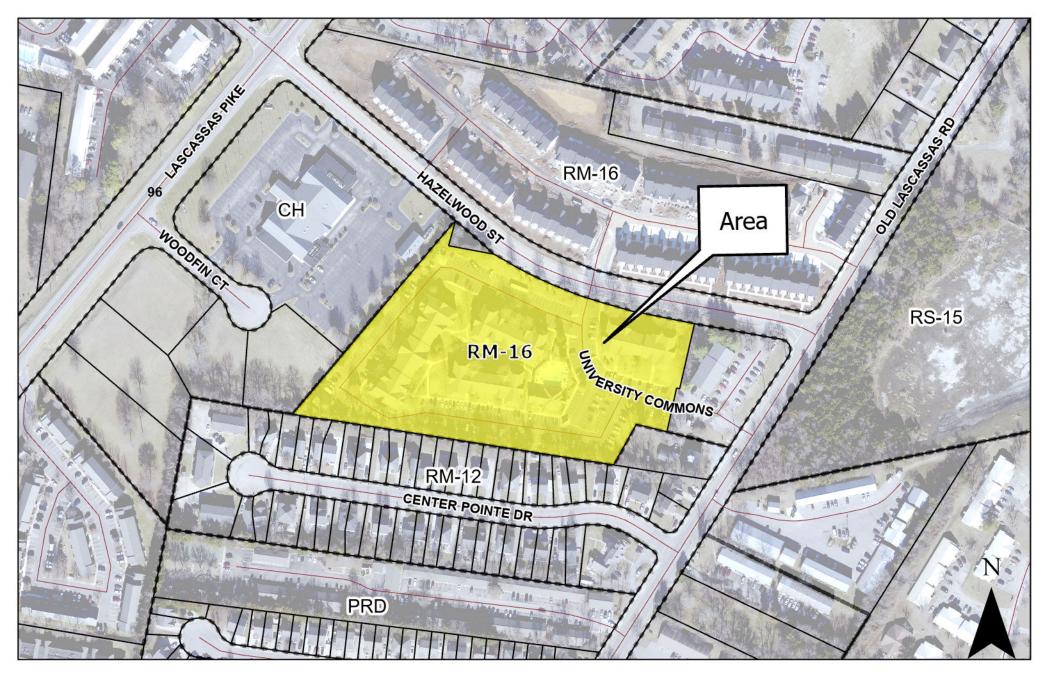




Rezoning request for property along Hazelwood Street RM-16 to PRD (Crossings at Hazelwood PRD)

0 125 250 500 750 1,000 US Feet

Planning Department City of Murfreesboro 111 West Vine St Murfreesborotn.gov www.murfreesborotn.gov





Rezoning request for property along Hazelwood Street RM-16 to PRD (Crossings at Hazelwood PRD)

0 120 240 480 720 960 US Feet

Planning Department City of Murfreesboro 111 West Vine St Murfreesborotn.gov 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:

Date received:

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 non-refundable application fee (prices listed above).

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

To be completed by applicant:				
APPLICANT: Huddleston-Steele Eng	gineering, IN	D		
Address: 2115 NW Broadstreet		City/State/Zip	Murfreesboro	,TN, 37129
Phone: 615-509-5930	E-mail	address:		
PROPERTY OWNER: SW Capital	Group			
Street Address or property description:1350 Hazelwood	St, Murfrees	boro, TN, 37130)	
and/or Tax map #:090G	_Group:	Α	Parcel (s):	001.04
Existing zoning classification: RM				
Proposed zoning classification:	PRD	Acreage:	6.15 +/- Ac	
Contact name & phone number for public applicant):			blic (if different f	from the
E-mail:				
APPLICANT'S SIGNATURE (required):	Cla	ydeRountree		
DATE:8.15.2024				
******For Office Use Only******	*****	*****	*****	***

Receipt #:

MPC YR.:

MPC #:

8.15.2024

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

Re: Rezoning Request

Described as Tax Map 090G, Group A, Parcel 001.04, consisting of 6.15 +/- ac. to be rezoned from RM-16 to PRD.

Dear Mr. Newman,

On behalf of our client, SW Capital Group, we hereby request the annexation and rezoning of the property identified by tax map 090G, Group A, and parcel 001.04, consisting of approximately 6.15+/-acres from RM-16 to PRD. The purpose of this rezoning is to bifurcate existing 4-bedroom apartments on the property into 1-bedroom and 2-bedroom units.

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

Sincerely,

Clyde Rountree, RLA

Clyde Rountree

Crossings at Hazelwood 1350 Hazelwood St.

Request for Rezoning to **PRD**

SUBMITTED NOVEMBER 7, 2024 FOR CITY COUNCIL.







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PROJECT SUMMARY

The property known as The Crossings at Hazelwood, located at 1350 Hazelwood Street, was established in 2001 as "Royal Hazelwood Apartments" or "Raiders Crossing" and currently holds an RM-16 zoning designation. Comprising 6.15 acres of land, the property features 4 apartment buildings with a total of 96 units, resulting in a density of 15.61 units per acre. It is positioned approximately 2 miles from the MTSU campus.

The unit composition includes (36) 2-bedroom units, (36) 3-bedroom units, and (24) 4-bedroom units, amounting to 96 units in total. Originally designed for student housing, the new ownership has proposed to broaden the residential population to accommodate a more diverse demographic, given its distance from the campus and the presence of competing apartment complexes.

The SW Capital Group acquired the property over two years ago with intentions to convert all existing 4-bedroom units into (24) 1-bedroom/1-bath units, (12) 1-bedroom/2-bath units, and (12) 2-bedroom units. Including existing units, this modification will increase the total unit count to 120, thereby creating 24 net new units and raising the density to 19.51 units per acre.

The developer has executed significant enhancements to the property as part of the initial development phase, encompassing signage modifications, improvements to stairs and landings, replacement of swimming pool furniture, remodeling of the clubhouse and gym, installation of a new pickleball court, and the renewal of lighting fixtures throughout the property. The existing apartment units have been updated to include new flooring, paint, plumbing fixtures (low-flow), lighting, countertops, cabinets, and furniture. There are plans for two additional development phases, as outlined in the phasing plan section of the document.

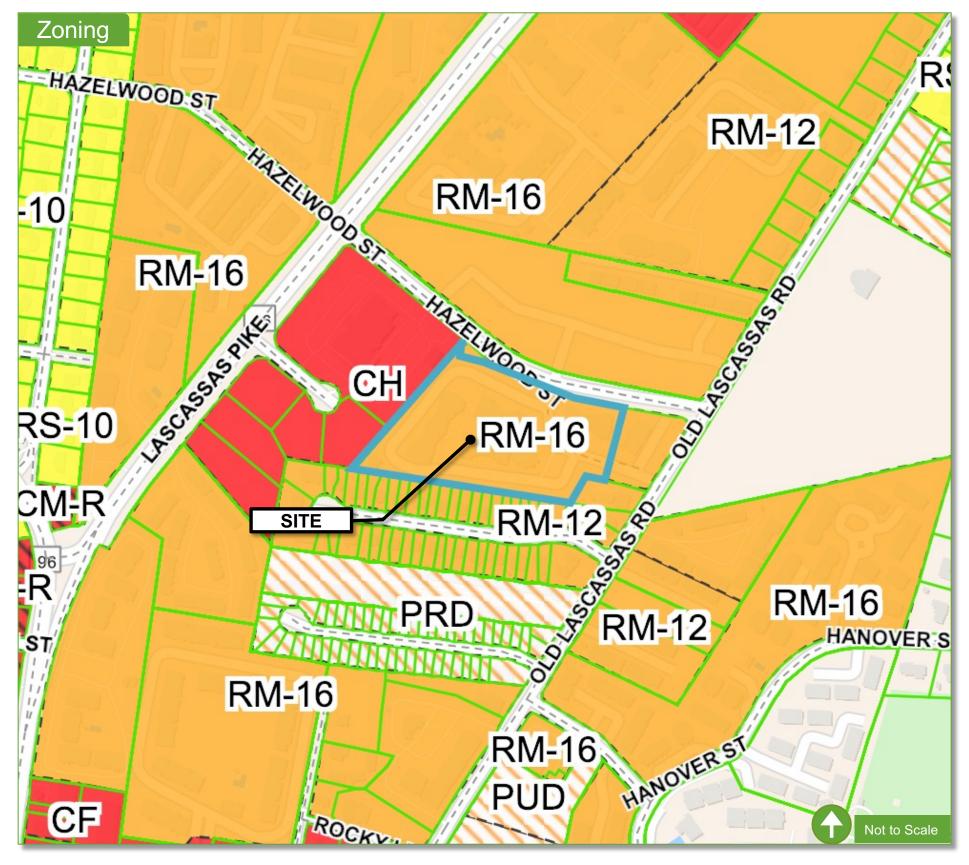
The complex has full-time onsite management available during business hours. Additionally, the owner has committed to offering reduced rental rates to law enforcement personnel.

OWNER/ DEVELOPER			
Company	SW Capital Group	Attn	Jake Worley
	425 Walnut Street,	Phone	614.746.6418
Address	Suite 1800, Cincinatti, OH, 45202	Email	

PLANNING				
Company	Huddleston – Steele Engineering Inc.	Attn	Clyde Rountree, RLA	
	2115 N.W. Broad	Phone	615.509.5930	
Address	Street, Murfreesboro, TN, 37129	Email		

ENGINEERING				
Company	Huddleston – Steele Engineering Inc.	Attn	Chris Maguire, P.E. R.L.S.	
	2115 N.W. Broad	Phone	615.893.4084	
Address	Street, Murfreesboro, TN, 37129	Email		



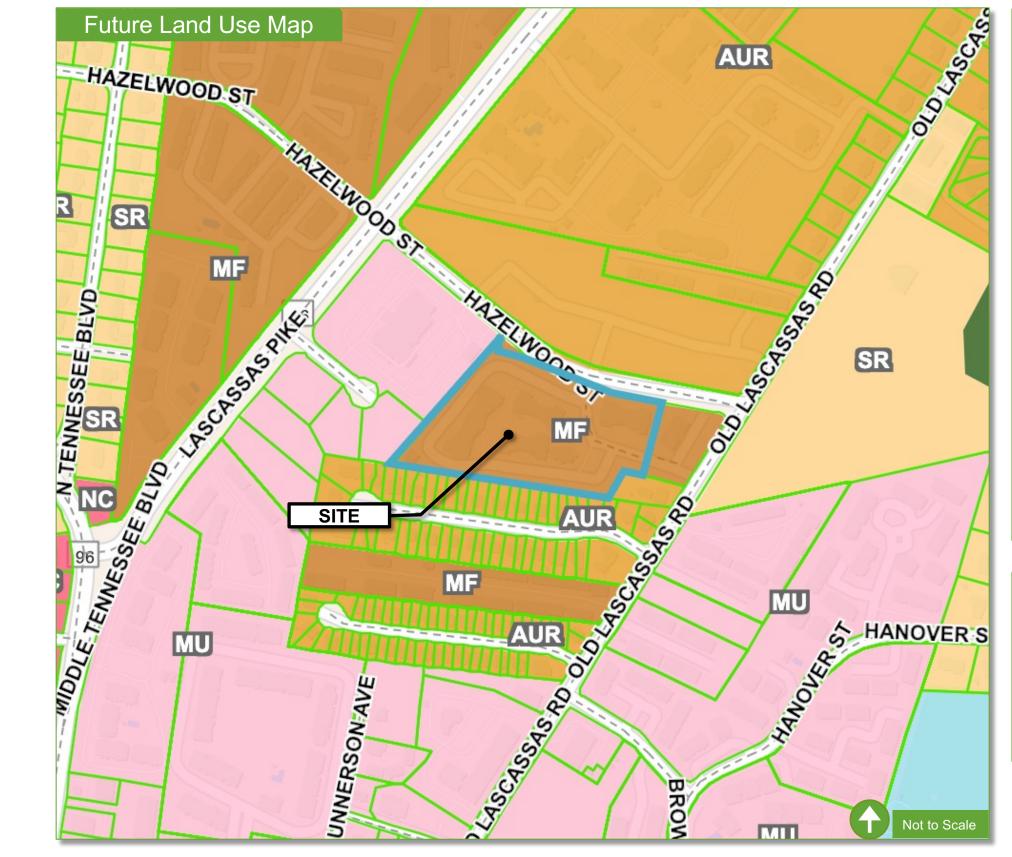


Summary

The Hazelwood Apartments are an existing complex that is surrounded by CH zoning to the west, RM-16 to the north, and RM-12 to the east and south. The request is to rezone the property to PRD.

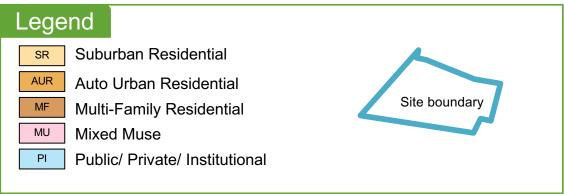
RM-12 Residential Multi Family (RM-12) RM-16 Residential Multi Family (RM-16) CH Commercial Highway (CH) Planned Residential Development (PRD)



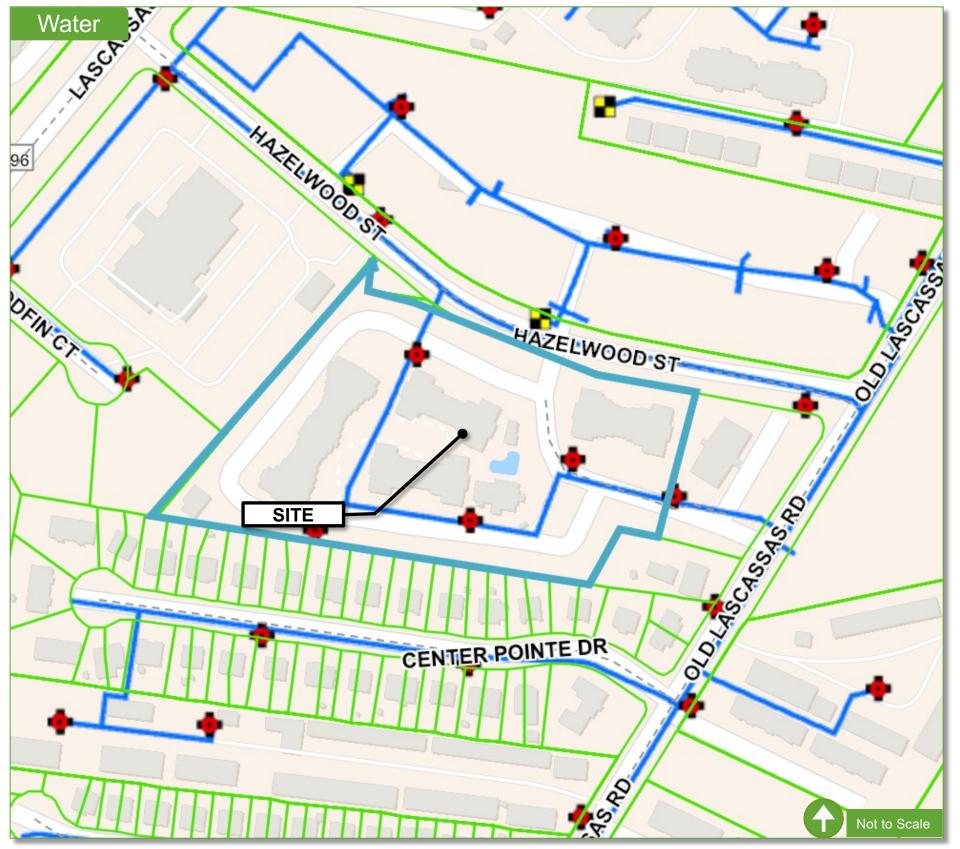


Summary

The General Plan future land use map designated the project site MULTI-FAMILY (MF)Residential Character. Higher-density residential uses such as triplexes, quadplexes, and multiplefamily housing. With the higher density provided with multi-family, there is also the requirement to provide on-site amenities and open space designed for public activities. Development Types: High-density residential that could allow for rental or condominium (fee simple ownership) opportunities. Characteristics include designated recreational areas, often with a pool house and pool, as well as other upgrades and amenities. Multi-family communities may be designed as private, gated neighborhoods or strongly oriented towards urban or public space, but in all cases, they should be designed to fit in the visual context of their surroundings and related to public roadways. Typical density ranges are up to 16 (DU/ac) or as directed by the Sanitary Sewer Allocation Ordinance.







Water services will continue to be provided by the Murfreesboro Water Resources Department



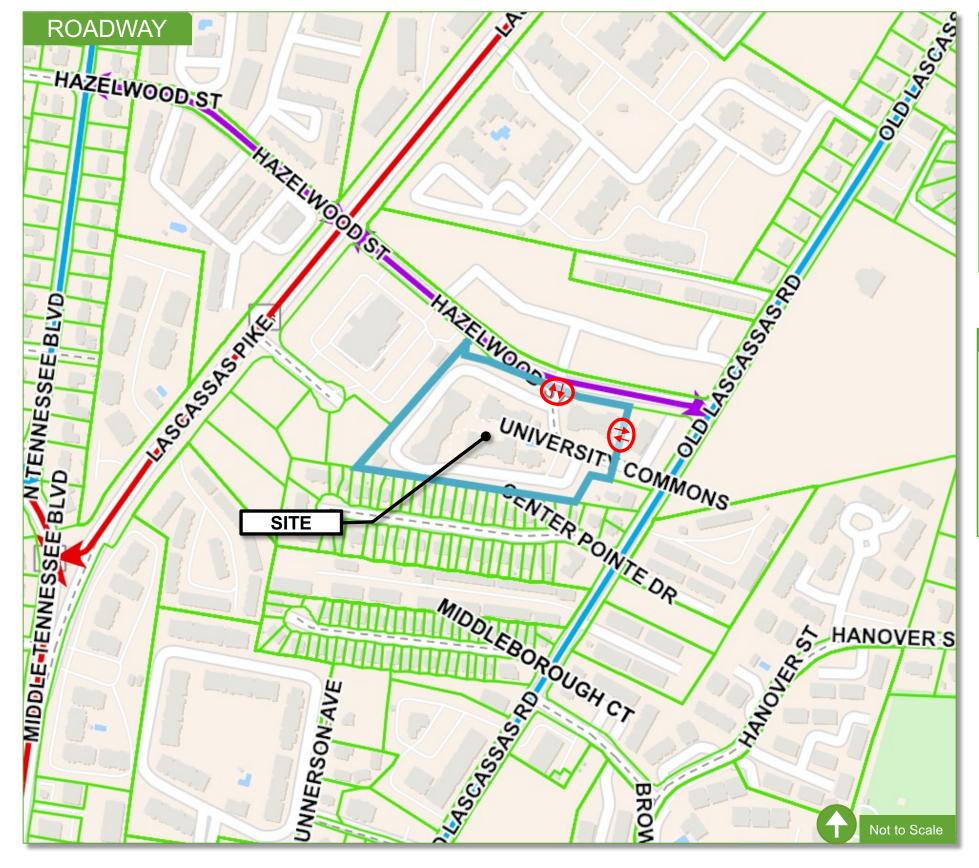




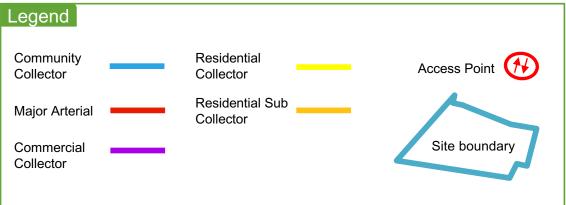
- Sanitary sewer service will continue to be provided by the Murfreesboro Water Resources Department.
- The sewer enters the property via a connection on Old Lascassas Road.
- The project will comply with the City of Murfreesboro sewer allocation ordinance.
- Each building has an existing sewer meter. The
 City of Murfreesboro will not initially require submetering but will monitor water usage. If usage
 does not decrease after a certain period, submetering of each building will be required.
- All plumbing fixtures throughout the property shall be replaced with new low-flow fixtures.



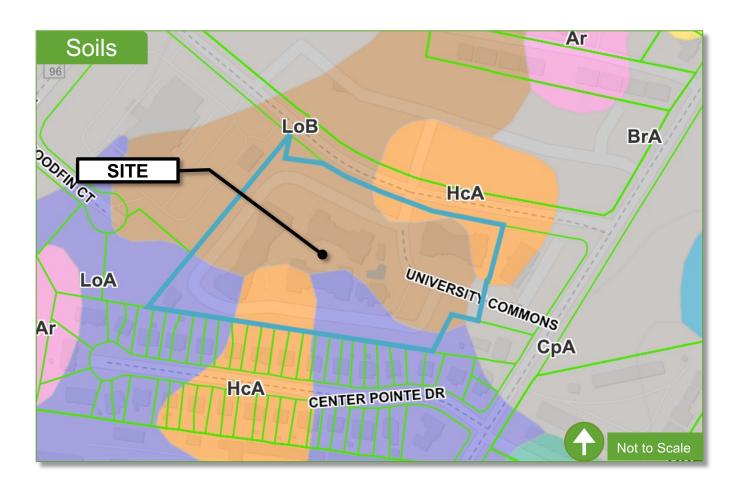


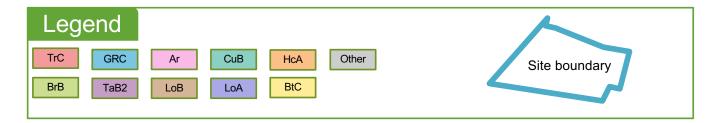


- The site will be primarily accessed from Hazelwood Street which is a commercial collector-designated street.
- The site will have interconnectivity between the site and Old Lascassas Road which is a Community Collector

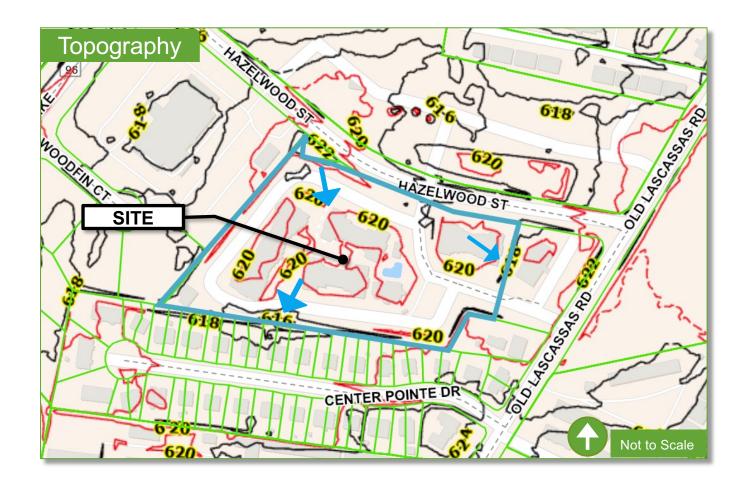


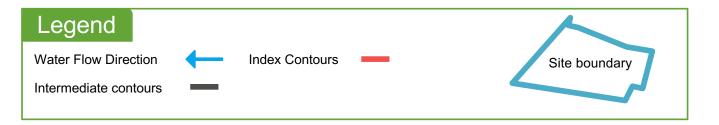






- HcA Harpeth silt loam, 0 to 2 percent slopes
- LoB Lomond silt loam, 2 to 5 percent slopes
- LoA Lomond silt loam, 0 to 2 percent slopes

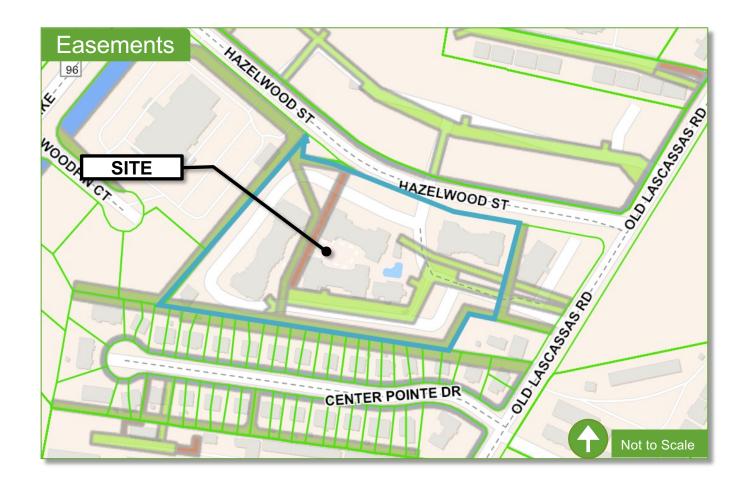




Map Summary

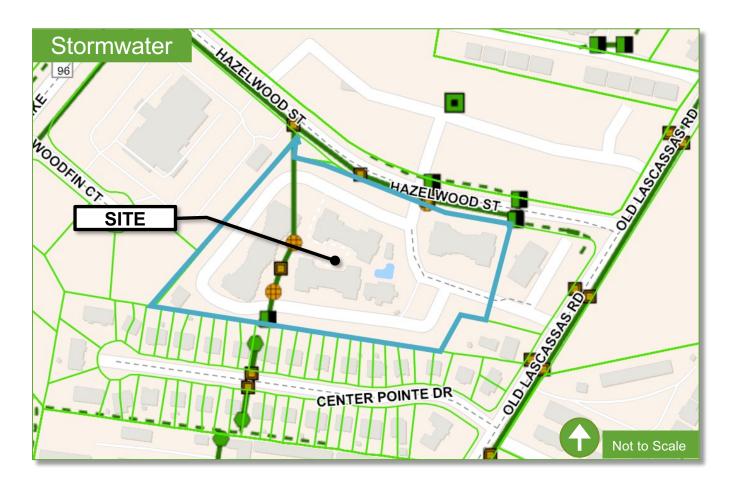
The site is an existing development which has been graded to drain effectively. The ownership group has not identified any issues with ponding or drainage backup.







Several easement are existing on the site. The new development will not have any bearing on the existing easements.

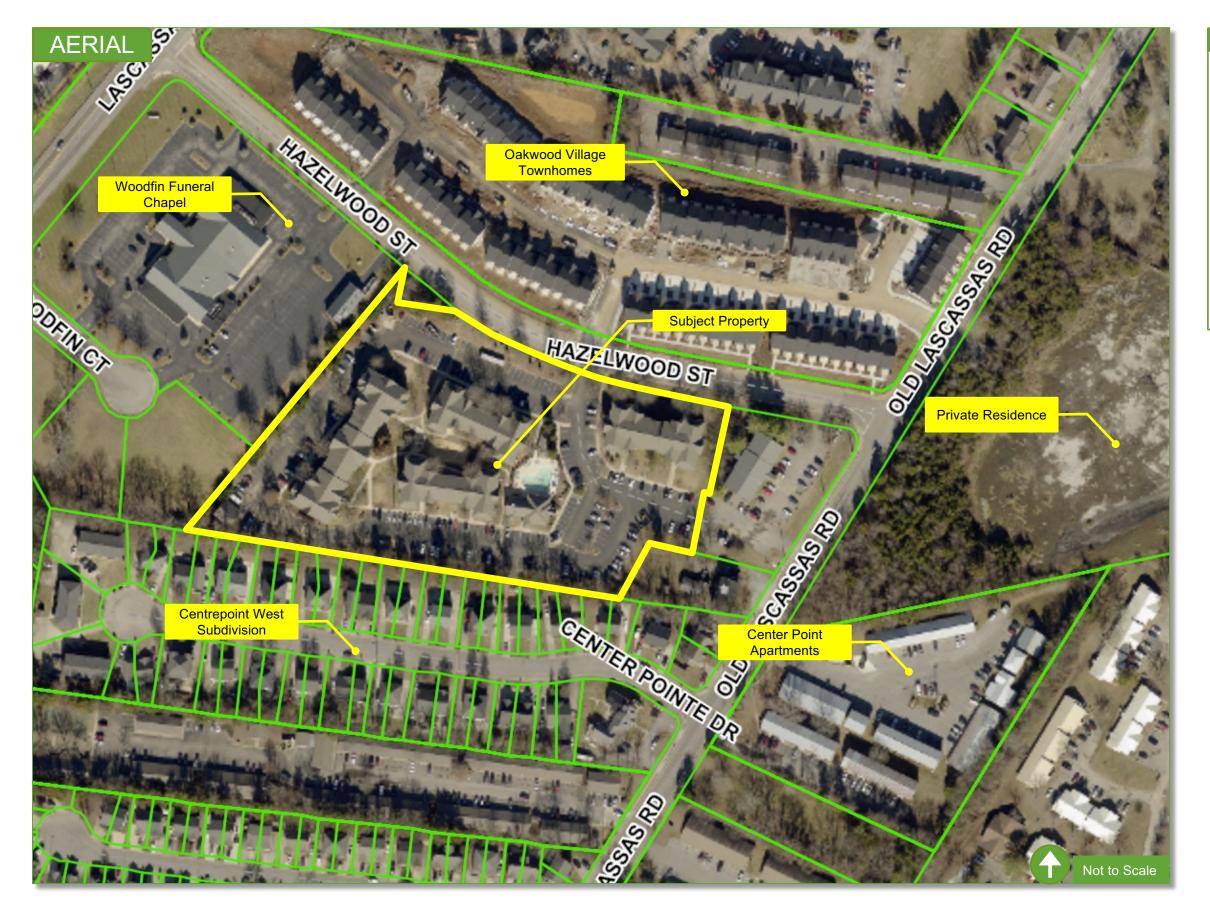




Map Summary

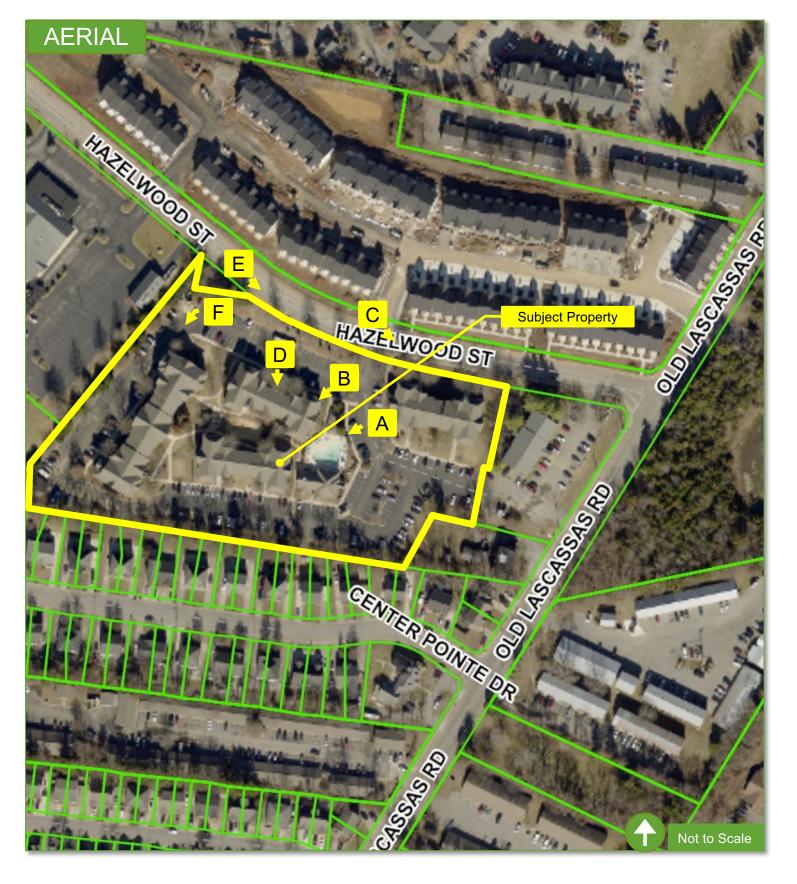
The existing stormwater infrastructure is to remain as it currently exists. No new stormwater improvements are a part of this rezoning request. See Plat Book 24, page 245 final plat map for additional information





The subject property is surrounded by Oakwood Village Townhomes, new townhomes to the north, the Woodfin Funeral Chapel to the west, the Center Point Apartments to the east, and the Centrepoint West Subdivision to the south. The subject property is located less than two miles from the MTSU campus.









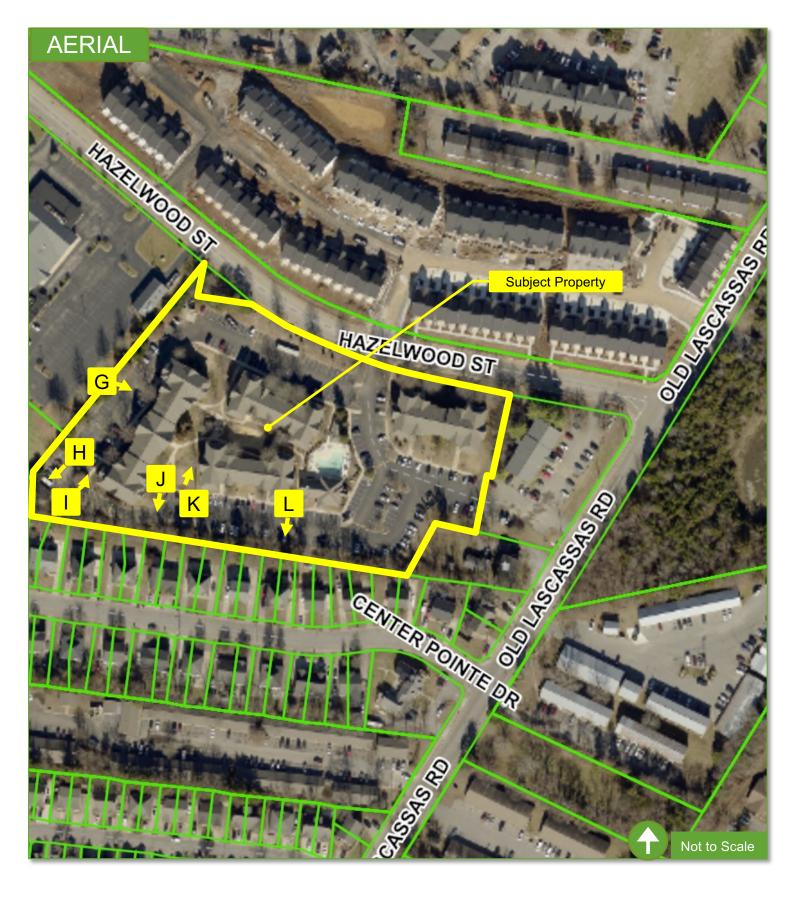
































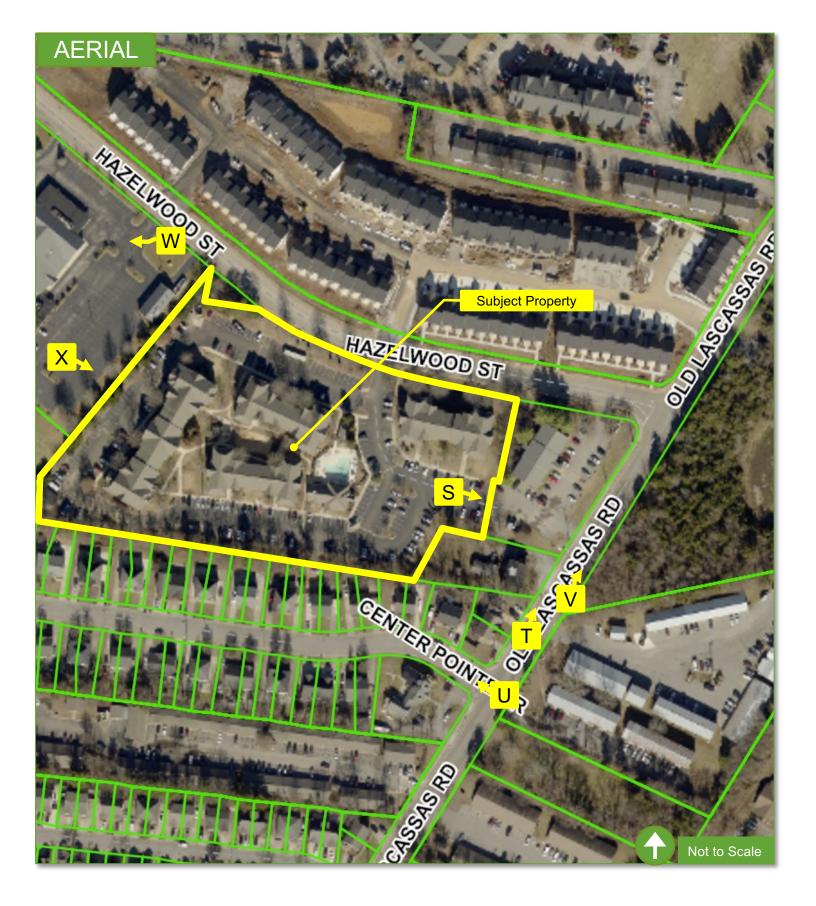




























UNIT COUNTS AND PARKING TABULATION

PRE-RECONFIGURATION PARKING SPACES REQUIRED

1 SPACE PER 1 BEDROOM = 0 UNITS = 0 SPACES 2 SPACES PER 2 BEDROOM= 36 UNITS = 72 SPACES 3 SPACES PER 3 BEDROOM= 36 UNITS =108 SPACES 4 SPACES PER 4 BEDROOM= 24 UNITS =96 SPACES TOTAL UNITS: 96

TOTAL SPACES REQUIRED=276 SPACESTOTAL SPACES PROVIDED=279 SPACES

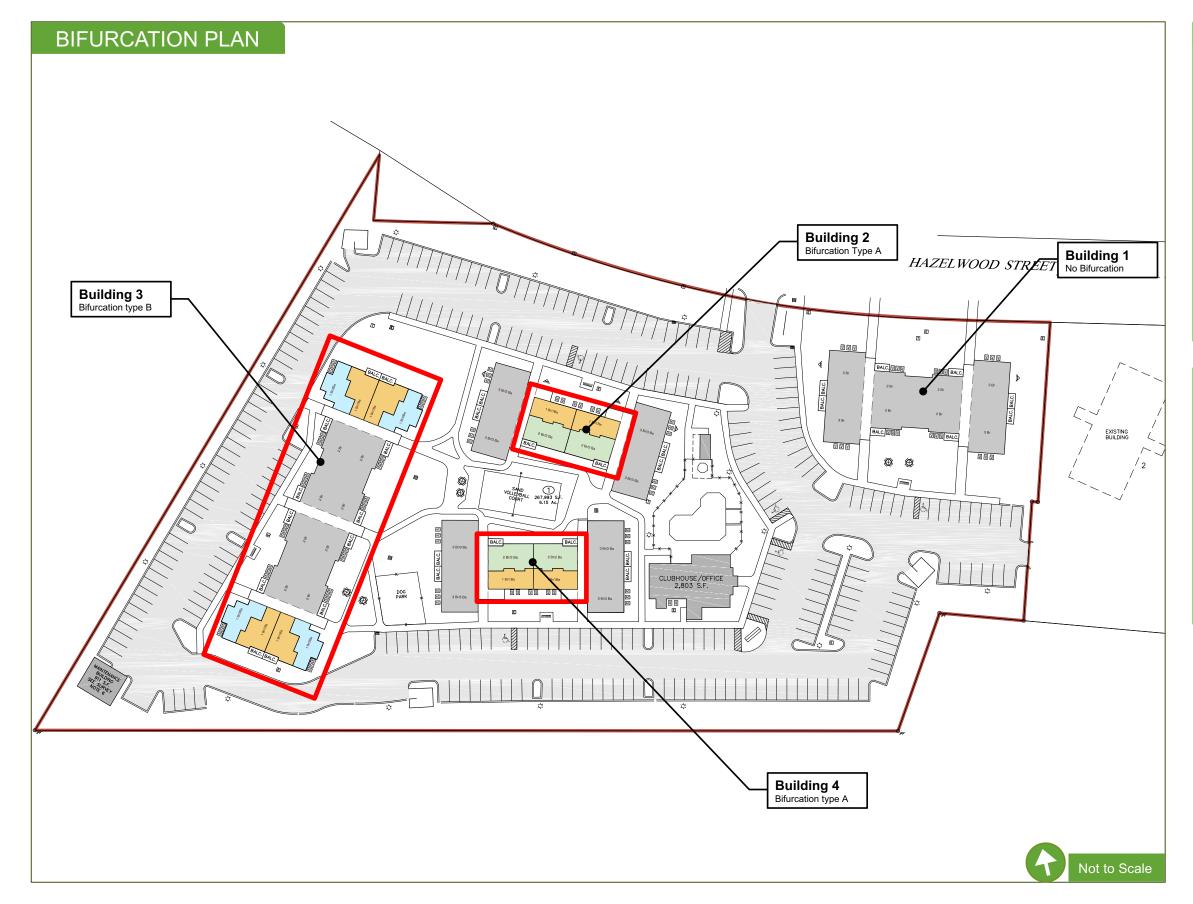
POST-RECONFIGURATION PARKING SPACES REQUIRED

1.5 SPACE PER 1 BEDROOM = 36 UNITS = 54 SPACES
2.2 SPACES PER 2 BEDROOM=48 UNITS = 105.6 SPACES
3.3 SPACES PER 3 BEDROOM=36 UNITS = 118.8 SPACES
4.4 SPACES PER 4 BEDROOM=0 UNITS = 0 SPACES
TOTAL UNITS: 120

TOTAL SPACES REQUIRED=279 SPACESTOTAL SPACES PROVIDED=279 SPACES

SITE DATA					
Total Area		6.15 +/- Ac.			
	1-Br	2-Br	3-Br	4-Br	Total
Original Units	0	36	36	24	96
Post Renovation Units	36	48	36	0	120
Net Change Units	+36	+12	0	-24	+24
Original Density	15.61 Units per Acre				
Post Renovation Density	19.51 Units per Acre				
Net Change Density	+3.9				
Parking required	279				
Post Renovation Parking provided	279				
Net Change in Parking	0				

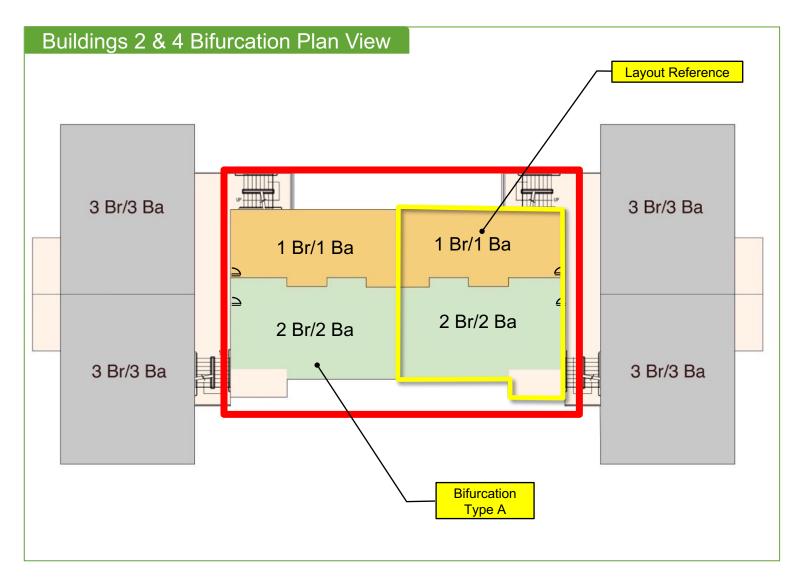




BIFURCATON SUMMARY

- The project reconfigures all existing 4-bedroom units into 1-Br and 2-Br units.
- There are 24 existing 4-bedroom units which will be converted into (12) 2-Br units and (36) 1-Br units.
- All existing buildings are fully sprinklered.
- Three buildings (B2, B3 & B4) are affected by bifurcation plan. No bifurcation is planned for Building 1.

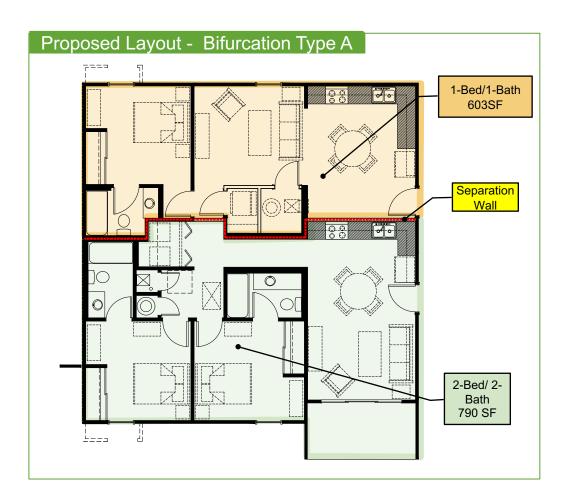


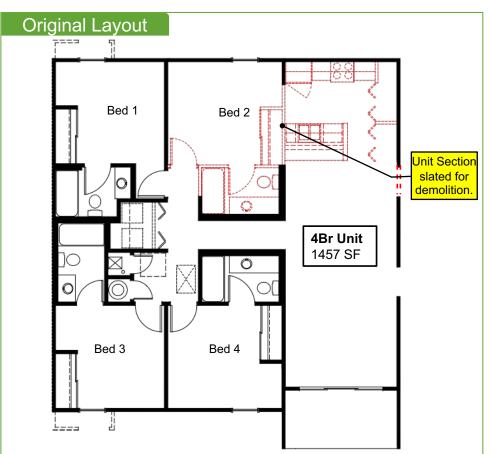




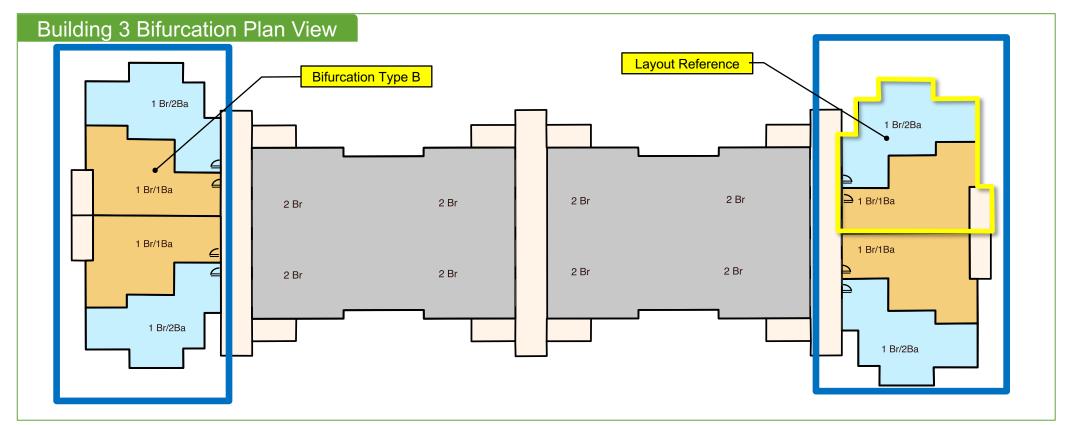
Summary

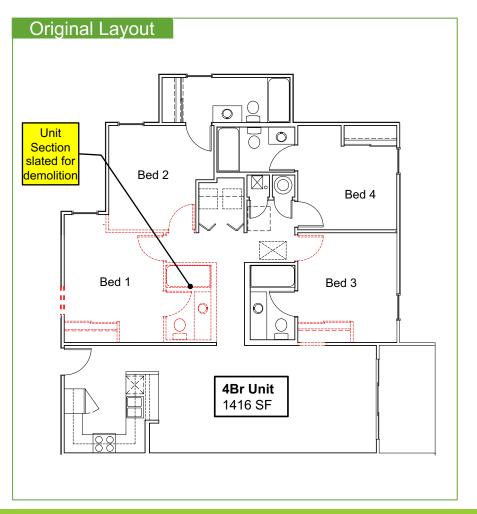
- The section of the plan view highlighted in red represents the new layout of the building once all 4-bed 4-bath units have been bifurcated using the bifurcation Type A plan shown in the proposed Layout.
- The bifurcation of Buildings 2 and 3 will affect (12) 4-Br units and create (12) 1-Br and (12) 2-Br units
- New kitchens will be added with no changes to existing bathroom locations.

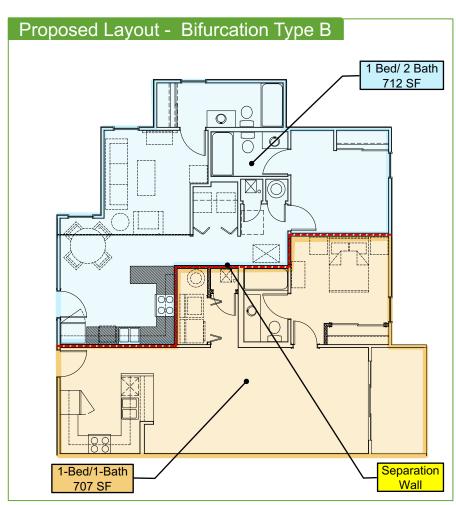


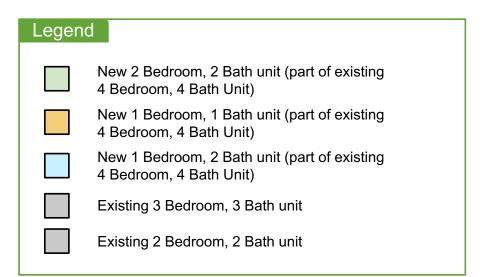












Summary

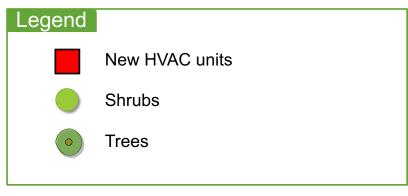
- The section of the plan view highlighted in blue represents the new layout of all 4-bed 4-bath units after bifurcation using the bifurcation Type B plan shown in the proposed Layout.
- The bifurcation of Building 3 will affect (12) 4-Br units and create (12) 1-Br/2-Ba and (12) 1-Br/1-Ba units.
- New kitchens will be added with no changes to existing bathroom locations.





The apartment complex has existing landscaping that will remain. The new landscaping that will be installed will be used to meet the Murfreesboro standard for screening the new and existing AC units. In addition, landscaping will be refreshed around dumpster enclosures to meet city standards and missing trees will be added where previously removed.









The Owner plans to complete the project in three phases.

- Phase 1 includes all site improvements and renovations outlined in the site improvement section of the document (pages 21-22).
- Phase 2 includes the bifurcation of (6)
 4-bedroom units in Building 2 and (6)
 4-bedroom units in Building 4.
- Phase 3 will include the bifurcation of (12)
 4-bedroom units in Buildings 3.

Phasing	Pre Bifurcation	Post Bifurcation
Phase I	1	-
Phase II	(12) 4-Br	(12) 1-Br (12) 2-Br
Phase III 🔲	(12) 4-Br	(24) 1-Br





During the past two years, SW Capital has made substantial investments in enhancing the property, encompassing signage modifications, improvements to stairs and landings, replacement of swimming pool furniture, remodeling of the clubhouse and gym, installation of a new pickleball court, and the renewal of lighting fixtures throughout the property.

Furthermore, significant investment has been directed towards new property management software tools and enhancements to the leasing structure, aimed at better addressing the needs of residents. This has led to a notable shift in the resident population. Subsequent phases will serve to further diversify the residential community, as the 4-bedroom units are converted to traditional units.

_egend `	
	Signage Alteration
	Stairs and Landing improvements
	Swimming Pool Furniture Replacement
	Pickle ball court installation
	Clubhouse/Gym Refresh
	Lighting



Change 1

Type: Shutter and Trim Paint. **Summary:** All the trim paint was changed from electric blue to a soft gray to complement the new signage.



Change 2

Type: Signage.

Change 3

Change 4

Type: Pickleball Court

Summary: New pickle ball

court was installed in central

location for community use.

Type: Stairs and Landing

Summary: Stair threads and

Landing were torn down and

replaced due to existing water damage; New Lighting was also added to improve safety.

Summary: Complete new design and package to include the monument, wayfinding and apartment signs were created to improve the curb appeal and provide a more conventional.





Before



Before



Change 5

Type: Clubhouse Renovations Summary: Clubhouses were updated and furnishing changed to appeal to a broader demographic and family units.





Change 6

Type: Fitness Equipment.

Summary: Original Equipment was donated to the Murfreesboro Fire Department and new equipment that better matched the fitness goals of prospective residents.



After

Change 7

Type: Pool Furniture
Summary: Accent pieces and colors were changed to be more conservative in nature.



After

Change 8

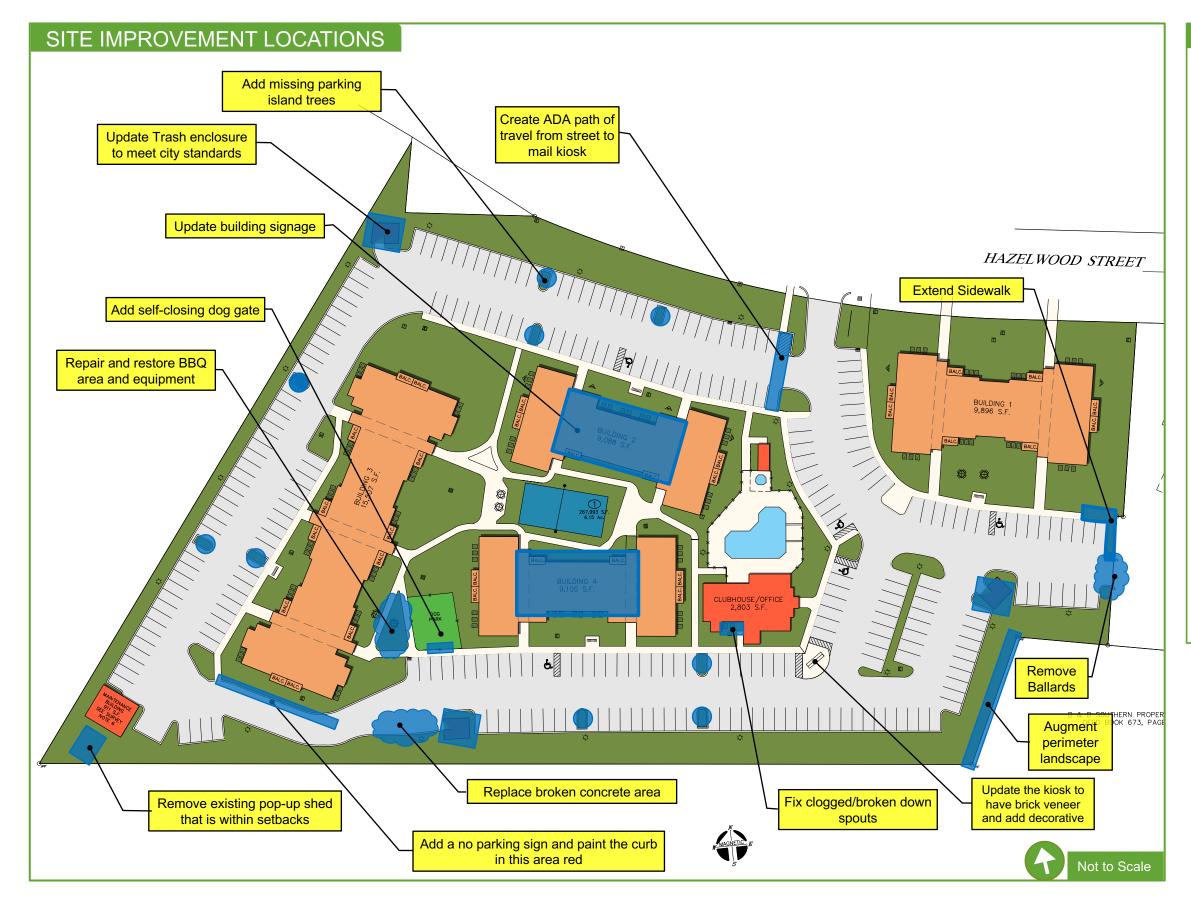
Type: Lighting.

Summary: Pole lights were repainted with globe replacement throughout property.









Phase 2 of the bifurcation process will include site improvements to enhance the property further. Proposed site improvements are called out on the map and listed below.

- Update building signage to clearly show new and existing units.
- Refresh Landscaping along the dumpsters.
- Repair all broken-down pole light fixtures and globes throughout the property.
- Unscreened utility boxes will be painted to blend with surroundings.
- Add ADA sidewalks/paths to connect out to city ROW on Hazelwood Street and Old Lascassas Rd.
- Remove bollards to open vehicular access to Old Lascassas Rd.
- · Remove the non-conforming shed.
- Augment missing landscape throughout property.
- Replace deteriorated BBQ grills.
- Existing trash enclosures will be rebuilt to meet city standards.





Map Summary

Phase 3 of the bifurcation process will include site improvements to enhance the property further. Proposed site improvements are called out on the map and listed below.

- Update building signage to clearly show new and existing units.
- This will include the bifurcation of (12)
 4-bedroom units in buildings 3 & 4



Development Standards

- The development will include the reconfiguration and renovation of 3 buildings.
- The maximum building height of all existing buildings will remain unchanged.
- Parking will remain unchanged. Existing parking meets the Murfreesboro city parking requirement of 1.5 for 1bedroom units and 1.1 per additional bedroom postbifurcation.
- Solid waste will continue to use a private hauler. The existing garbage locations will remain. Existing trash enclosures will be rebuilt to meet city standards.
- A new sidewalk extension will be added to connect the site to Old Lascassas Road and Hazelwood Street.
- Mail delivery will be accommodated via one mail kiosk to be expanded and upgraded with a brick veneer.
- All Telecommunication and television equipment existing to remain.
- New AC units will be in the current existing locations screening by landscaping or screen fences will be added.
- Building Elevation Materials: Vinyl Siding will be pressure washed as needed.
- All existing buildings are to remain within existing setbacks.
- The 2035 Plan is not applicable since the project is bifurcation only.
- If sewer usage does not decrease after bifurcation, the developer will add submeters for each unit.
- The developer is committed to upgrading all waterusing fixtures to low-flow devices.

General Applicability Section 13b for Planned Development

- Ownership and division of land: The site is owned by the developer identified on Sheet 2. The lot is currently zoned RM-16 in the City of Murfreesboro. The property owner will be responsible for the long-term maintenance of the apartment complex.
- Waiver of BZA action: No BZA actions will be required.
- Common space and common elements: Amenities include a renovated gym, clubhouse, pickleball court, dog park, and pool facilities
- Accessibility of site: The site will be accessed from Hazelwood Street and will have cross-connectivity with Old Lascassas Road.
- Off-street parking: no new off-street parking will be added.
- Pedestrian circulation: Sidewalks will be extended easterly adjacent to the existing bollards towards Old Lascassas Road and at the main entrance at Hazelwood Street to the main office as an ADA path of travel.
- **Privacy:** Currently there is no need for privacy upgrades at this location.
- Relationship to zoning regulations and other zoning regulations: A PRD is being requested for the subject property. A Land Requirement Table is not applicable as no buildings are being expanded
- **Development Period; Phasing:** The project will be completed in 3 phases with phase I already completed.
- Annexation: No annexation is required for this site.
- Landscaping: Landscaping will be the responsibility of the new owner.



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 sheets 5-9.
- 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 sheets 10-14.
- 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 10-14.
- 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 sheet 15.
- 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 sheet 15.
- 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); Not applicable in this situation.
- 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; Shown in pattern book on 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; Property will be developed in three phases as seen in page 20.

- 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; Shown in pattern book sheet 19 & 23.
- 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; In the City of Murfreesboro, bifurcation projects historically increase the overall density of their developments. The land use plan calls for a density of 16 D.U./Acre. Post Bifurcation, the new proposed density will be 19.51 D.U./Acre. However, the bedroom count will be reduced from 276 to 240 bedrooms representing a 13% overall bedroom reduction.
- 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 any overlays.
- 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; Not applicable in this situation.
- 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. Not Applicable.
- 15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: New signage upgrade has been implemented.



1:00 P.M. CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Jami Averwater Tristan Carroll Reggie Harris Bryan Prince Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director of Dev't Services Ben Newman, Dir. of Land Mngt. & Planning Matthew Blomeley, Assistant Planning Director Holly Smyth, Principal Planner Richard Donovan, Principal Planner Brad Barbee, Principal Planner Amelia Kerr, 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 during the Public Comments portion of the agenda.

4. Approve minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings.

Mr. Shawn Wright made a motion to approve the minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

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

Aye: Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Zoning application [2024-413] for approximately 6.15 acres located along Hazelwood Street to be rezoned from RM-16 to PRD (Crossings at Hazelwood PRD), SW Capital Group 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. Clyde Rountree (landscape architect) and Mr. Bennie Pandorf were in attendance representing the application.

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

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

Aye: Kathy Jones

Jami Averwater

5

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Zoning Ordinance Amendment [2024-805] regarding retail and distribution uses and pertaining to the following sections:

Section 2: Definitions:

Section 9: Standards for Special Permit Uses; and

Chart 1: Uses Permitted (including its endnotes)

City of Murfreesboro Planning Department applicant.

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

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

There being no further discussion, Mr. Bryan Prince moved to approve the zoning ordinance amendment subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

6

ORDINANCE 24-OZ-39 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 6.15 acres located along Hazelwood Street from Residential Multi-Family Sixteen (RM-16) District to Planned Residential Development (PRD) District (Crossings at Hazelwood PRD); SW Capital Group, applicant, [2024-413]

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

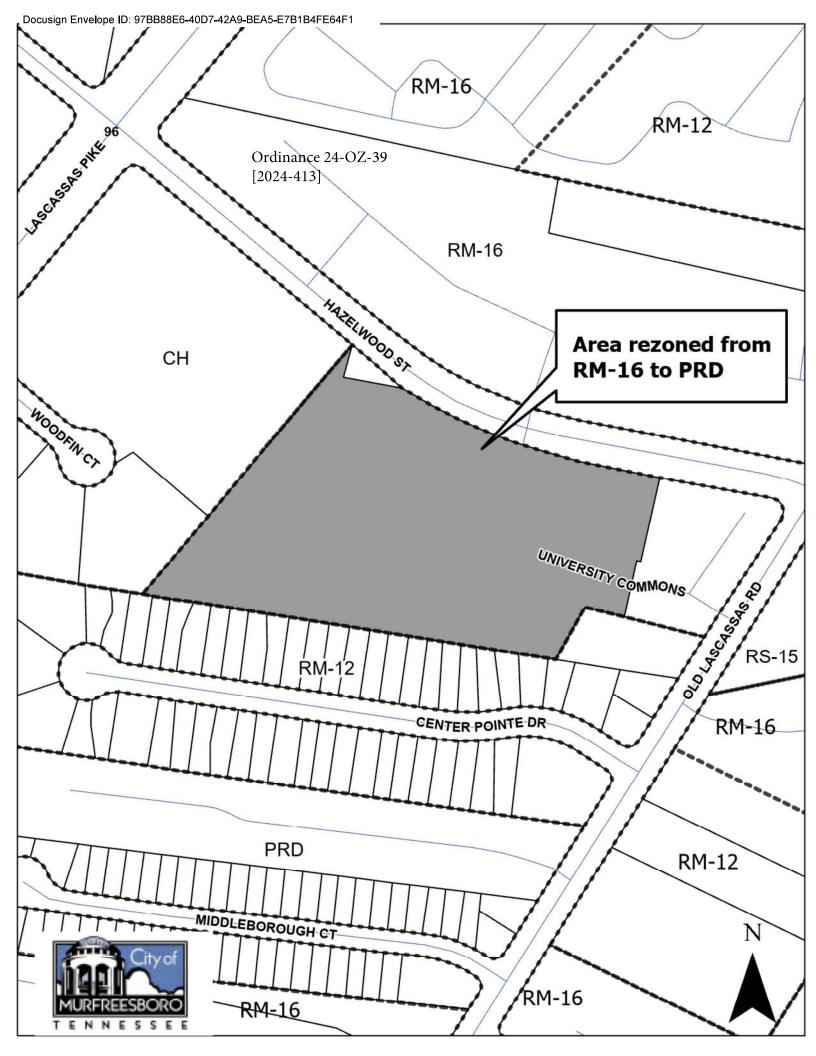
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and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

<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
1 st reading	
2 nd reading	
ATTEST:	APPROVED AS TO FORM:
	Signed by: Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: An	nending the Zoning	Ordinance – Retai	I Hybrid and	d Distribution
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Uses

[Public Hearing Required]

Department: Planning/Legal

Presented by: John Tully, Assistant City Attorney

Requested Council Action:

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

Summary

Ordinance amending the Zoning Ordinance Sections 2 and 9 and Chart 1 (including Chart 1 endnotes) regarding retail hybrid and distribution uses.

Staff Recommendation

Conduct a public hearing and enact the ordinance amendment.

The Planning Commission recommended approval of this ordinance amendment on October 2, 2024.

Background Information

The Planning Department presented an ordinance amendment [2024-805] regarding revisions to Sections 2 and 9 and Chart 1 (including Chart 1 endnotes) and pertaining to retail hybrid and distribution uses. During its regular meeting on October 2, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Establish Strong City Brand

This amendment reinforces the City's commitment to customer service, evolving in order to respond to business trends.

Improve Economic Development

The proposed amendment will make provisions for a new use, "automobile parts retail hybrid/retail hub," which is anticipated to create re-use opportunities for aging shopping centers.

Attachments:

- 1. Ordinance 24-0-40
- 2. Planning Commission staff comments from 10/02/2024 meeting
- 3. Planning Commission minutes from 10/02/2024 meeting

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

PRESENTER: JOHN TULLY

- 5.f. Zoning Ordinance Amendment [2024-805] regarding retail and distribution uses and pertaining to the following sections:
 - Section 2: Definitions;
 - Section 9: Standards for Special Permit Uses; and
 - Chart 1: Uses Permitted (including its endnotes)

City of Murfreesboro Planning Department applicant.

In recent months, several auto parts retailers have approached the Planning Department about a new type of use, one that blends a traditional retail operation with a distribution and/or fulfillment component. In these instances, the area of the respective buildings proposed to be devoted to warehousing, fulfillment, and/or distribution uses exceeds the area of the building devoted to the business' traditional retail operations. Because of this, Staff has determined that the principal use is warehousing and/or distribution instead of retail; as such, these uses are only permitted in industrial zoning districts. However, Staff sees the value in these uses, especially since they are good candidates to occupy troubled shopping centers. In addition, it appears that they offer needed services to their customers and to other nearby stores, serving them on a smaller scale and avoiding the need to open much larger distribution centers.

The Planning and Legal Departments have worked together on the attached Zoning Ordinance amendment, which adds a definition for "Auto Parts Retail Hybrid/Retail Hub" consistent with the model that has been presented to us in recent months. Much like warehousing and distribution uses, the auto parts retail hybrid/retail hub use is proposed to be allowed by right in all three industrial districts. However, the ordinance amendment also creates a path by which these uses can be approved in certain commercial zoning districts via the special use permit process before the Board of Zoning Appeals (BZA). Also included are criteria that will be required to be submitted to the BZA for its review during its deliberation, including number of deliveries and type(s) of delivery vehicles that will be used.

In adding this use to the Zoning Ordinance, Staff noticed several related gaps that it thought needed to be filled with this ordinance amendment. Definitions for the following terms are proposed to be added: "Commercial Storage," "Distribution," and "Fulfillment." Also proposed are some modifications to the existing definitions of "Accessory Structure or Use" and "Warehouse", which Staff believes add clarity and eliminate some ambiguity in these definitions. In summary, this Zoning Ordinance amendment attempts to adapt to a changing retail and business landscape, adding a new use and adding clarity to existing related uses.

Action Needed:

A draft of the language for the proposed ordinance amendment is included in the agenda packet for the Planning Commission's review. The Planning Commission should conduct a public hearing on this matter, after which it should discuss and then formulate a recommendation on it to City Council.

1:00 P.M. CITY HALL

MEMBERS PRESENT

Kathy Jones, Chair Jami Averwater Tristan Carroll Reggie Harris Bryan Prince Shawn Wright

STAFF PRESENT

Greg McKnight, Exec. Director of Dev't Services Ben Newman, Dir. of Land Mngt. & Planning Matthew Blomeley, Assistant Planning Director Holly Smyth, Principal Planner Richard Donovan, Principal Planner Brad Barbee, Principal Planner Amelia Kerr, 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 during the Public Comments portion of the agenda.

4. Approve minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings.

Mr. Shawn Wright made a motion to approve the minutes of the September 4, 2024 and September 18, 2024 Planning Commission meetings; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Zoning Ordinance Amendment [2024-805] regarding retail and distribution uses and pertaining to the following sections:

Section 2: Definitions;

Section 9: Standards for Special Permit Uses; and

Chart 1: Uses Permitted (including its endnotes)

City of Murfreesboro Planning Department applicant.

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

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

There being no further discussion, Mr. Bryan Prince moved to approve the zoning ordinance amendment subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

6

OCTOBER 2, 2024

Shawn Wright

Nay: None

6. **Staff Reports and Other Business:**

Mandatory Referral [2024-722] to consider the abandonment of a portion of a

drainage easement along Southpointe Way, ARCO/Murray Nashville 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. Matt Taylor (design engineer) was in attendance representing the application.

There being no further discussion, Mr. Bryan Prince moved to approve the mandatory

referral subject to all staff comments, including the recommended conditions of approval

listed in the staff report; the motion was seconded by Mr. Shawn Wright and carried by the

following vote:

Aye:

Kathy Jones

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Mandatory Referral [2024-721] to consider the abandonment of a portion of a

drainage easement along Suzanne Landon Drive, M/I Homes of Nashville, LLC

applicant. Ms. Amelia Kerr presented the Staff Comments regarding this item, a copy of

7

ORDINANCE 24-O-40 amending Murfreesboro City Code Appendix A—Zoning, Sections 2, 9, Chart 1 and Chart 1 Endnotes, pertaining to retail operations, Murfreesboro Planning Department, applicant [2024-805].

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

<u>SECTION 1</u>. Appendix A, Section 2, Interpretations and Definitions, of the Murfreesboro City Code is hereby amended in the Definitions subsection by inserting the following definitions in proper alphabetical order:

Accessory structure or use: An accessory structure or use is a structure or use that:

- (A) is incidental to and serves a principal building or a principal use;
- (B) is subordinate in extent and purpose to the principal structure or principal use served;
- (C) area limitations:
 - (1) an accessory use located within a principal structure, regardless of zoning district or use, may occupy no more than 49% of the total gross floor area of the principal structure being devoted to such accessory use (unless a different percentage or square-footage is specified elsewhere in this article);
 - (2) a detached accessory structure (excluding a private swimming pool or a gasoline canopy), accessory to and separate from a principal structure, may have a gross floor area of no more than 70% of the gross floor area of the principal structure;
- (D)contributes to the comfort, convenience or necessity of the occupants, business or industry in the principal structure or principal use served; and,
- (E) is located on the same zoning lot as the principal structure or principal use served.

Automobile parts retail hybrid/retail hub: An establishment with greater than 10,000 square feet of gross floor area engaged primarily in the sale of automobile parts and related goods for personal use or consumption which includes routine and/or routed deliveries from the establishment to support a distribution and/or fulfillment component use.

Distribution: A component use of a commercial or industrial use where goods are received and/or stored for delivery to other retail and/or commercial locations. Distribution includes the storage of inventory in support of a retail shop, where such inventory is routinely delivered to other retail locations.

Commercial storage: The storage of goods or materials in a business located on the premises for immediate sale to the ultimate customer, as opposed to warehousing, distribution or fulfillment.

Fulfillment: A component use of a commercial or industrial use where goods are received and/or stored for delivery to the ultimate customer or to a commercial location for use in provision of services to the ultimate customer. Fulfillment includes the storage of inventory in support of a retail shop, where such inventory is routinely delivered to the customer, unless such storage is accessory to the principal retail use.

Retail shop: An establishment engaged primarily in the on-site point of sale of goods to the ultimate customer for personal use or consumption rather than for resale to the ultimate customer. On-site point of sales also include the placement of an order at the establishment or pickup of a remotely placed order by the

ultimate customer. Includes Commercial Storage if accessory to the principal retail use.

Warehouse: A building used primarily for the storage and distribution/fulfillment of goods and materials.

<u>SECTION 2</u>. Appendix A, Section 9, part (ppp) is hereby amended by striking it in its entirety and replacing it with:

"(ppp) Automobile Parts Retail Hybrid/Retail Hub with greater than 10,000 square feet of gross area shall be subject to the following additional standards:

- (1) any site requested for approval must submit with the application a proposed floor plan detailing the retail space and distance between storage shelves or racks;
- (2) the application must include information regarding the number of other locations that will be served by the warehouse and/or distribution use, the frequency of all distribution and fulfillment deliveries from the premises, the time of day such deliveries will be made, the number and type of vehicles used for deliveries, and any additional information requested by the Planning Director;
- (3) the application must include a site plan that includes a truck turning template, loading dock layout, and outdoor storage area(s) (if any) and demonstrates compliance with the minimum off-street loading requirements in Section 26 of this Article; and
- (4) The BZA may deny approval where the proposed Automobile Parts Retail Hybrid/Retail Hub would: have an adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety, and general welfare; and/or interfere with the development and use of adjacent property, including the types and frequency of anticipated deliveries to support the accessory use, the size and types of vehicles to be used for anticipated deliveries to support the accessory use, anticipated times for delivery, and/or anticipated delivery areas and routes. In the alternative, the BZA may condition approval on the applicant modifying its site plan and conforming its delivery operations to ensure compatibility of the proposed location with adjoining properties and surrounding streets.

SECTION 3. Appendix A, Chart 1, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by striking in its entirety and substituting in lieu thereof the attached Chart 1 amending Automobile Parts Retail Hybrid uses permitted by zoning district.

<u>SECTION 4</u>. Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by striking Endnote 18 and substituting in lieu thereof:

18. Warehouses incidental and accessory to another use (other than warehouses accessory to automobile parts retail hybrid/retail hub uses) are permitted by right wherever such other use is permitted.

<u>SECTION 5.</u> Appendix A, Chart 1 Endnotes, Uses Permitted by Zoning District, of the Murfreesboro City Code is hereby amended by adding a new Endnote 33, as follows:

33. Automobile Parts Retail Hybrid/Retail Hub uses of greater than 10,000 square feet of gross floor area shall only be permitted on parcels located within the Qualified Opportunity Zone, as certified by the U.S. Department of the Treasury on or about 2017, or on parcels immediately adjacent thereto if the main entrance to the primary structure is located within 500 feet of the Qualified Opportunity Zone. Notwithstanding the foregoing, however, such a use shall not be permitted where the majority of square footage of the primary structure is located within the Gateway Design Overlay.

<u>SECTION 6</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
1 st reading	<u> </u>
2 nd reading	<u> </u>
ATTEST:	APPROVED AS TO FORM:
	Signed by: Adam 7 Tucker 43A2035E51F9401
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney
SEAL	

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Single-Family detached	Х	Х	Х	Х	Х	Х	Х	Х	Х	X ²⁷		Χ		Х								Х	Х		Х	П	
Single-Family attached or detached, zero-lot line																									Т		
(max. 2 units attached) ²³							Х	Х	Х	X ²⁴		Х		X									X		X		
Single-Family attached, townhouse ^{25, 26, 28}								Х	Х	Х													Х		Х		
Two-Family							Х	Х	Х			Х		Х									Х		X	П	
Three-Family								Х	Х			Χ		Х									Х		Х		
Four-Family								Х	Х			Х		Х									Х		Х		
Multiple-Family								X ²¹	X ²¹								X ²¹	X ²¹							X	П	
OTHER HOUSING																									T		
Accessory Apartment ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸	S ⁸				S ⁸														T		П	
Accessory Dwelling Unit												X^1	X^1	X ¹	X^1	X^1	X^1	X ¹	X ¹	X ¹	X ¹	X ¹	X ¹	X ¹		П	
Assisted-Care Living Facility ¹⁵	1						s	Х	Х	Х		Х	Х	Х	Х	Х	Х	Х				Х	Х	Х	s	П	
Bed-and-Breakfast Homestay	S	S	s	s	S		s	S	Х	S		S		X	Х	Х		Х				S	S	S	X	\Box	
Bed-and-Breakfast Inn	S	S	s	s	S		S	S	s	s		S		S	Х	Х		Х				S	s	s	s		
Boarding House ¹⁵							S	S	Х	Х		S		Х	Х	Х		Х					S	S	Х	П	
Class I Home for the Aged ¹⁵	S	S	s	s	S	S	S	Х	Х	Х		Х		Х	Х	Х		Х				S	s	S	s	П	
Class II Home for the Aged ¹⁵	S	S	s	s	S		S	S	S	s		S		Х	Х	Х		Х				S	s	s	s		
Class III Home for the Aged 15								S	S			S		S	Х	Х	Х	Х				S	s	S	s		
Emergency Shelter	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Χ	Х	Х	Х	Х	Х	Х	Χ	Х	Х	Х	Х	Х	X	Х	
Extended Stay Hotel/Motel																Х	Χ										
Family Crisis Shelter												S		S		S			S	S	S		S				
Family Violence Shelter								S	S			ഗ	S		Х	Χ			Χ	Χ	Х		Х	S	S		
Fraternity/Sorority												S		S	S	S							S	S	S		N
Group Shelter								S	S			S	s	S	S	S			S	S				<u> </u>			
Hotel																Х	Χ	Χ	Χ	Χ	Х			<u> </u>			
Home Occupations ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹	S ¹¹		X^{11}			X^{11}					S ¹¹	S ¹¹	S ¹¹			
Mission																			S	S	S						
Mobile Homes											Х																N
Motel																Χ	Χ		Χ	Χ	Х						N
Rooming House							S	S	S									Χ					S	S	X		
Student Dormitory									S																X	Ш	
Transitional Home							S	S	S			S	S										S	S			

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USES PERMITTED ³	1					ZC	NIN	G DI	STR	ICTS	<u> </u>																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	90	CL	CF ¹⁴	СН	MU	СВD	Ī	<u>5</u>		CM-RS-8	CM-R	CM	23	_	000
INSTITUTIONS																											
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		Χ	Х	Х	Х	Х	Χ		Х	Х	Х	S	Х	Х			
Adult Day Care Home	s	S	s	s	S	S	S	S	S	s	s	Х	s	Х	Х	Х		Х	Х	Х	Х	Х	X	X			
Airport, Heliport ²	s	S	S	S	S	s	S	S	S	S	s	S	s	S	S	s	S		S	S	S	S	s	S	s	S	N
Cemetery, Mausoleum	S	S	S	S	S	s	S	S	S	S	s	S	s			S			S	S	S						
Church ¹³	S	S	S	S	S	S	S	Х	Х	S	S	S	Х	Х	Х	Х	Χ	Х	Х	Х	Х	S	S	Х	Х		
College, University												Х	Х			Х	Х						Х		X		
Day-Care Center							S	S	S		S	S	S	Х	Х	Х	Χ	Χ	Χ	Х	Х	S	S	S			
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		Х	Х	Х		Х	Χ	Х	Х	S	S	S	Х		
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		Х	Х	Х		Χ	Χ	Χ	Х	S	S	S	Х		
Hospital												Χ	Х			Х	Χ		Χ	Х	Х	Х	Х	Х			
Lodge, Club, Country Club ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Χ	Χ	Х	Х	Х	S	S	S			
Mental Health Facility												Χ	Х	Х		Χ	Χ		Χ	Χ	Х		Х	Х			
Morgue																Χ	Χ		Χ	Х	Х		Х	Х			N
Museum							S	S	S			S	S		Χ	Х	Χ	Χ	Χ	Х	Х	S	S	S		S	
Nursery School							S	S	S		S	S	S	S	S	S	Χ		S	S	S	S	S	S	Х		
Nursing Home												Х	Χ	S	S	S	Χ		Χ	Χ	Х	Х	Х	Х			<u> </u>
Park	X	X	X	X	X	Х	Χ	Χ	Χ	Х	X	Х	Х	Х		Х	Χ	Χ	Х	Х	Х	X	X	Х	X	Х	
Pet Cemetery	S	S	S												S	S			S	S	S		ļ.,	ļ.,			N
Philanthropic Institution							S	S	S			Х	Х	Х		Х	Χ	Х	Χ	Х	X	X	X	X	Х		
Public Building ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	Х	Х	Χ	Χ	Χ	Χ	Χ	Х	S	S	S	Х		
Recreation Field ¹³	S	S	S	S	S	S	S	S	S	S	S	S	s	Х		Х	Χ		Χ	Х	Х	S	S	S	Х	Х	i
Senior Citizens Center	S	S	S	S	S	S	S	Χ	Χ	S		Χ	Χ	Х	Х	Χ	Χ		Χ	Χ	Х	S	X	Х			
School, Public or Private, Grades K - 12 ¹³	S	S	S	S	S	S	S	S	S	S	S	ഗ	S	Х		Х	Χ	Χ	Χ	Χ	Х	S	S	S	Х		
Student Center								S	S			S	S	s	s	s	Χ						s	s	X		
Technology/Vocation School (indoor)													Х		Х	Х	Х		Х	Х	X		X		Х		
Trade School (includes outdoor)																			Х	Х	S						
AGRICULTURAL USES																											
Customary General Farming	X ⁶	Х	Х	Х	X ⁶	Х	Х	Х	X	X	Х	X	X	X	X	X											
Crop, Soil Preparation Agricultural Services	Îŝ	Ŝ	ŝ	ŝ	s	ŝ	ŝ	s	s	ŝ	ŝ	Ť	Ė	Ė	X	X			X	X	X	Ϊ́	Ť	Ť	X		
Farm Labor and Management Services	╅	Ť	Ť	Ť	Ť					Ť	Ť	Х	Х	Х	X	X		Х	X	X	X			t	X	m	
Fish Hatcheries and Preserves																			X	X	X			t	Ħ		
Grain, Fruit, Field Crop and Vegetable Cultivation																						1					
and Storage	Х	Х	Х	Х	Х	Х	Х	Χ	Χ	Х	Х								Х	Х	Х				X		
		_	_ [_	_ _ ا	_ 				_									,,	.,					\ .		
Livestock, Horse, Dairy, Poultry, and Egg Products Timber Tracts, Forest Nursery, Gathering of Forest	S	S	S	S	S	S	S	S	S	S			\vdash						X	X	X		<u> </u>	⊢	X	\vdash	ı
Timber Tracts, Forest Nursery, Gathering of Forest Products	s	s	s	s	s	s	s	s	s	s	s								Х	Х	Х	1		1	1		,

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USES PERMITTED ³						Z	ONIN	IG D	ISTR	ICTS	3																OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	90	CL	CF ¹⁴	СН	ПΜ	CBD	H	l9		CM-RS-8	CM-R	CM	cn	Ь	000
COMMERCIAL																											
Adult Cabaret					Ī														X ⁹						Ì	Ħ	
Adult Entertainment Center																			X ⁹								
Adult Motel																			X ⁹								
Adults-Only Bookstore																			X ⁹								
Adults-Only Motion Picture Theater																			X ⁹							П	
Amusements, Commercial Indoor		1		1	1	t	f	i i	t		l				Х	Х	Х	Х	X	Х	Х		t	1	S		
Amusements, Commercial Outdoor excluding Motorized																х	Х		х	Х	Х				s	s	N
Amusements, Commercial Outdoor Motorized except					1	1		1	1								-		<u> </u>		Ť			1	Ť	Ħ	
Carnivals		1			1	1			1		1								s	s	s						N
Animal Grooming Facility															Х		Χ		Х	Х	Х						
Antique Mall															Х	Х	Χ	Х	Х	Х	Х						
Antique Shop <3,000 sq. ft.												Х	Х	Х	Х	Х	Χ	Χ	Х	Х	Х		Х				
Art or Photo Studio or Gallery												Х	Х	Х	Х	Х	Χ	Χ	Х	Х	Х		Х		Х		
Artisan Use < 3,000 sf, other than enumerated																											
elsewhere														Х	Х	Х	Χ	Χ	Х	Х	Х						
Automobile Body Shop ¹²																			Х	Χ							N
Automobile Parts Retail Hybrid/Retail Hub equal to or greater than 10,000 sq. ft.															S ³³	S ³³			X ³³	X ³³	X ³³						N
Automotive/Motor Vehicle Repair 12																			Х	Х	Х						N
Automotive/Motor Vehicle Service															S	Х	Χ		Х	Χ	Х						
Bakery, Retail														Х	Х	Х	Χ	Х	Х	Х	Х						
Bank or Credit Union, Branch Office or Main Office												Х	Х	Х	Х	Х	Х	Χ	Х	Х	Х						
Bank, Drive-Up Electronic Teller												Х	Х		Х	Х	Х	Χ	Х	Х	Х	Х	Х				
Barber or Beauty Shop												Х	Х	Х		Х	Χ	Х	Х	Х	Х		Х				
Beer, Packaged														Х	Χ	Х		Χ	Х	Χ	Х						
Boat Rental, Sales, or Repair																			Х	Χ	Х						N
Book or Card Shop												Х	Х		Х	Х	Χ	Χ	Х	Χ	Х		Х				
Brewery, Artisan ²⁹														Х	Х	Х		Χ	Х	Х	Χ						
Brewery, Micro ²⁹																Х		Χ	Х	Х	Х						
Brewpub ³⁰														Х		Х	Χ	Χ	Х	Х	Х						
Business and Communication Service												Х	Х		Х	Х	Χ	Χ	Х	Χ	Х						
Business School												Х	Х		Х	Х	Χ	Х	Х	Х	Х						
Campground, Travel-Trailer Park																			S	S	S						N

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	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	8	RM 12	RM 16	RS-A	WO N	SG R	ဉ	CL	;F ¹⁴	СН	lU	BD	ᇁ	<u> </u>	_	CM-RS-8	CM-R	CM	2	_	000
Carnivals	112	112	I IZ	I I'E	112	112	112	112	I I'E	I C	l I'E		10	0	10	S	2		S	S	S	IO I	10	10		İs	N N
Catering Establishment	-	+		1	 		 					X	Х	Х	Х	X	Х	X	X	X	X	<u> </u>	+		-	13	<u> </u>
Cigar Lounge	-	+		1	-		+					 ^-	├^	<u> ^ </u>	 ^-	s	S	s	X	l â	 ^	-	+^		-	-	
Clothing Store	-	+	-	1	╁		+	-				-		Х	Х	X	X	X	X	 ^	 	┢	+	-	1	-	
Coffee, Food, or Beverage Kiosk		+		-									-	X	X	X	X	^	X	 ^	^						1
Connect, Food, or Beverage Riosk Commercial Center (≤25,000 SF)	-	+			-		-				<u> </u>			X		X	X	Х	X	 ^	 ^	-	+		-		1
Convenience Store, ≤5,000 SF	-	+	-	-	-	<u> </u>	├	-			<u> </u>		-	X	X	$\frac{\lambda}{X}$	X	X	X	 ^	X	-	+	-	-	+	
	-	+	_	1	-	<u> </u>	_			-	<u> </u>			^	^			-^-		_		_	+	_	-	-	<u> </u>
Convenience Store > 5,000 SF		+	1	1	-	-	+	-			ļ				\vdash	Х	Х		X	X S	X S	\vdash	+	1	-	+	N N
Crematory	-	_		-	-		-				-										_	-	+		-		
Data Center ≤15,000 SF													Х		Х	Х			Х	X	X						N
Department or Discount Store															Х	Х	Χ	Х	Х	Х	X						
Distillery, Artisan ²⁹																X		X	Х	X	X						ı
Drive-In Theater																Х			Х	X	X						N
Dry Cleaner ≤3,000 SF (No On-Site Cleaning)														Х	Х	Х	Х	Х	Х	Х	X						
Financial Service												Х	Х	Х	Х	Х	Х	Х	Х	X	X						
Fireworks Public Display																										Х	
Fireworks Retailer																S			S	S	S						N
Fireworks Seasonal Retailer														S	S	S			S	S	S						N
Fitness/ Health Club Facility >5,000 SF														Х	Х	Х	Х	Х	Χ	Х	Х						
Fitness studio/ personal instruction ≤5,000 SF												Х	X	Х	Х	Х	Х	Х	Х	X	X	X	X	X			
Flower or Plant Store												Х	X	Х	Х	Х	Х	Х	Х	X	X		X				
Funeral Home														S		Х	Х		Х	Х	Х						
Garden and Lawn Supplies															s	Х	Х	Х	Х	X	X						
GasLiquified Petroleum, Bottled and Bulk																Х			Х	Х	Х						
Gasoline Sales														Х	Х	Х	Х		Х	X	X						N
General Service and Repair Shop																Х		Х	Х	X	Х						
GlassAuto, Plate, and Window																Х	Х		Х	X	X						
GlassStained and Leaded														Х	Х	X	Х	Х	Х	X	X						1
Greenhouse or Nursery																Х	Χ		Х	X	X						N
Grocery Store														Х	Х	Х	Χ	X	X	X	X						
Group Assembly, <250 persons				1							1	s	s		X	X	X	X	X	X	X	s	s	s			1
Group Assembly, >250 persons				t								S	s		S		Х	S	S	S	S	s	s	S			1
Ice Kiosk, Automated															X	X			X	X	X						N
Interior Decorator				t								Х	Х	Х	X	Х	Χ	X	X	X	X	l	l x				1
Iron Work											<u> </u>					X			X	X	X		1				N*
Janitorial Service					1								1		Х	X	Х	Х	X	X	X		1		1		
Kennels																X			X	X	X				1		N

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	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	90	CL	CF ¹⁴	GH.	MU	СВD	王	l9		CM-RS-8	CM-R	CM	cn	۵	000
Keys, Locksmith	1														Х	Х	Х		Х	Х	X						
Laboratories, Medical												X	X		X	X	X		Х	Х	X	X	X	X			ĺ
Laboratories, Testing															Х	X	Х		Х	Х	X						
Laundries, Self-Service														Х	Х	X			Х	Х	X						
Lawn, Tree, and Garden Service																X			Х	Х	X						
Liquor Store															Х	Х	Х		Х	Х	X						N
Livestock, Auction																			Х	Х	X						N
Lumber, Building Material																			Х	Х	X						N
Manufactured Home Sales																			Х	Х							N
Massage Parlor																			X ⁹								
Motor Vehicle: Sales , Rental (Automobiles) ³	1															s	s		X^3	X^3	X ³						N
Motor Vehicle: Sales, Rental (Other Than	\dagger																										
Automobiles) ³																			X^3	X^3	X ³						l _N
Motor Vehicle: Sales, Rental, Repair (Medium &	+	+			1		+													 ^	 ^`						
Heavy Duty Commercial Vehicles) ³																			X^3	X ³							l _N
Movie Theater	1	+			+	1	+				1		<u> </u>		Х	X	Х	Х	X	X	X	+	+				
Music or Dancing Academy	+	+			 	1	+								X	X	X	 ^	X	X	 x	 	+				
Offices	+	+			+		+					Х	X	Х	X	X	X	Х	X	X	X	X ⁵	X ⁵	X ⁵			
Optical Dispensaries	+	+		1	1	1	+				-	Ιχ	Ιχ	 ^-	x	x	x	X	X	 x	 ^	 ∕x	 ∕x	 \hat{x}			
Parking Structure	╁	+	-	1	+	+	+		<u> </u>		-	 ^-	├		 ^	x	x	X	X	 \hat{x}	 ^	+^	+^	 \hat{x}	X		
Pawn Shop	+-	+			+	1	+		<u> </u>		1		<u> </u>			Ιχ	^	 ^	X	 x	 ^	+	+	+^	+^		N
Payday Loan, Title Loan, or Check-Cashing Service	╁	+		1	+	+	+						<u> </u>			Î			Ŷ	 x	l ŝ	+	+				N
Personal Service Establishment	+	+		1	1	1	+							X	Х	X	Х	X	X	X	X	+	+				
Pet Crematory	+				1	1								, ·	 ^`	 ^`	, ·	 ^`	S	s	s						N
Pet Funeral Home	+				1	1									Х	X			X	X	X	+					N N
Pet Shops	+	1		1	1	1									X	X	Х	Х	X	X	X	1					
Pharmacies, Apothecaries	+	+	1	1	t	 	+		 		 	X	X	X		X		X	X	X	X	l x	│ X	X			
Plasma Donation Center	\dagger				1		 					<u> </u>	 ^`	 	<u> </u>	<u> </u>	<u> </u>	<u> </u>	X	X	X	 ^`	 ^`	X			
Radio, TV, or Recording Studio	\dagger				1		 									X	X	X	X	X	X	1	1	 ^ `			
Radio and Television Transmission Towers	1	T	†	1	T	T	t		t	†	t				s	s	<u> </u>	Ė	s	ŝ	s	T	t	†	s	\Box	N
Rap Parlor	1	1	t	1	1		1		<u> </u>		t					Ť			X ⁹	Ť	Ť		1	t	Ť		
Restaurant and Carry-Out Restaurant	1	+	<u> </u>	1	+	1	+		 		<u> </u>			X	Х	Х	Х	Х	X	X	X	1	1	<u> </u>		\vdash	
Restaurant, Drive-In	1	+			+	+	+							$+\hat{}$	├	X	$\stackrel{\wedge}{\vdash}$	 ^`	X	 x	 x		+				N
Restaurant, Specialty	+				\vdash	+	\vdash							Х	Х	X	Х	Х	X	X	 x		+				
Restaurant, Specialty -Limited	+	+	\vdash	1	+	+	+	\vdash	\vdash	1	\vdash	s	s	X	x	X	X	X	X	X	 x	s	s	s		\vdash	
Retail Shop, firearms	\vdash	+			\vdash	+	\vdash					۲	اٽ	 ^ 	├	├	 ^`	 ^`	X	X	 x	۲Ť	╁	ا ٽ			N
Retail Shop, other than enumerated elsewhere	+	+	+	1	+	+	\vdash		\vdash		\vdash			\vdash	X	X	Х	X	X	 \hat{x}	X	+	+	+			
Retail Shop: Tobacco, Vape, Dispensary 31	₩	+	1	1	+	+	+	\vdash	\vdash	1	\vdash		\vdash	 	├^	X ³¹	├^	├^	X ³¹	X ³¹	X ³¹	+	+	1		\vdash	N
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N = Not Allowed, if N^* = Not Allowed if > 3,000 sf

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Petroleum, Liquified Petroleum Gas and Coal																											
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Recycling Center: Temporary Mobile															S	S			S	S	S				S		N
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manufacture							<u> </u>		<u> </u>					<u> </u>					Χ	X							N

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

USES PERMITTED ³						Z	ONIN	G D	ISTR	ICTS	<u> </u>															П	OVERLAY
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Transportation Equipment																			Х	Х	X						N
Warehousing, Transporting/Distributing/Fulfillment 18																			Х	Х	X						N
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TRANSPORTATION AND PUBLIC UTILITIES																											
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Electric Transmission, Gas Piping, Water/Sanitary																											
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COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

 Item Title:
 Sewer Allocation Variance- Old Fort Parkway - Camino Real

 Department:
 Planning

 Presented by:
 Brad Barbee, Planner

 Requested Council Action:
 Ordinance

Ordinance
Resolution
Motion
Direction
Information

Summary

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

Staff Recommendation

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately 15 sfu's for the proposed restaurant.

Background Information

The Planning Department has conducted a due-diligence meeting with a developer for the re-use of the former O'Charley's Restaurant building located at 2450 Old Fort Parkway. It is proposed to be occupied by a Camino Real restaurant. The property is zoned Commercial Highway (CH), which only allows 2.5 single family units (sfu) per acre.

The subject lot is ≈ 1.68 acres in size, allowing for only 4.2 sfu. The anticipated usage is approximately 18.7 sfu; therefore, the proposed restaurant use requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax revenue.

Council Priorities Served

Improve economic development

The granting of the sewer variance will enable a vacant building to be occupied with a restaurant, which will create jobs within the community and provide the City and MWRD additional revenue.

Concurrence

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements. MWRD advises that variance requests be diligently considered to ensure

the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

Fiscal Impact

The development will generate tax and fee revenue as well as pay one-time development fees.

Attachments

- 1. Request letter from applicant
- 2. Concept site plan
- 3. Memo from MWRD



SITE ENGINEERING CONSULTANTS ENGINEERING · SURVEYING · LAND PLANNING

September 18, 2024

Mr. Ben Newman City of Murfreesboro 111 W. Vine St. Murfreesboro, Tennessee 37130

RE: Camino Real Mexican Restaurant Sewer Allocation Variance Request

2450 Old Fort Parkway Murfreesboro, Tennessee SEC Project No. 24388

Taylor

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along the north side of Old Fort Parkway. The property in question is approximately 1.68 acres in size and is zoned Commercial Highway (CH). The property was previously occupied by O'Charleys restaurant. The sewer allocation ordinance allows for 2.5 sfue/acre or 650 gpd/acre sewer flow for CH property. For this property, the allocation ordinance would allow 1092 gpd or 4.2 sfue. Based on historical flow of existing Camino Real restaurants, the average sewer usage is 4862 gpd or 18.7 sfue.

Given this information, Camino Real requests a variance from the sewer allocation ordinance to grant an additional 14.5 sfue of sewer flow.

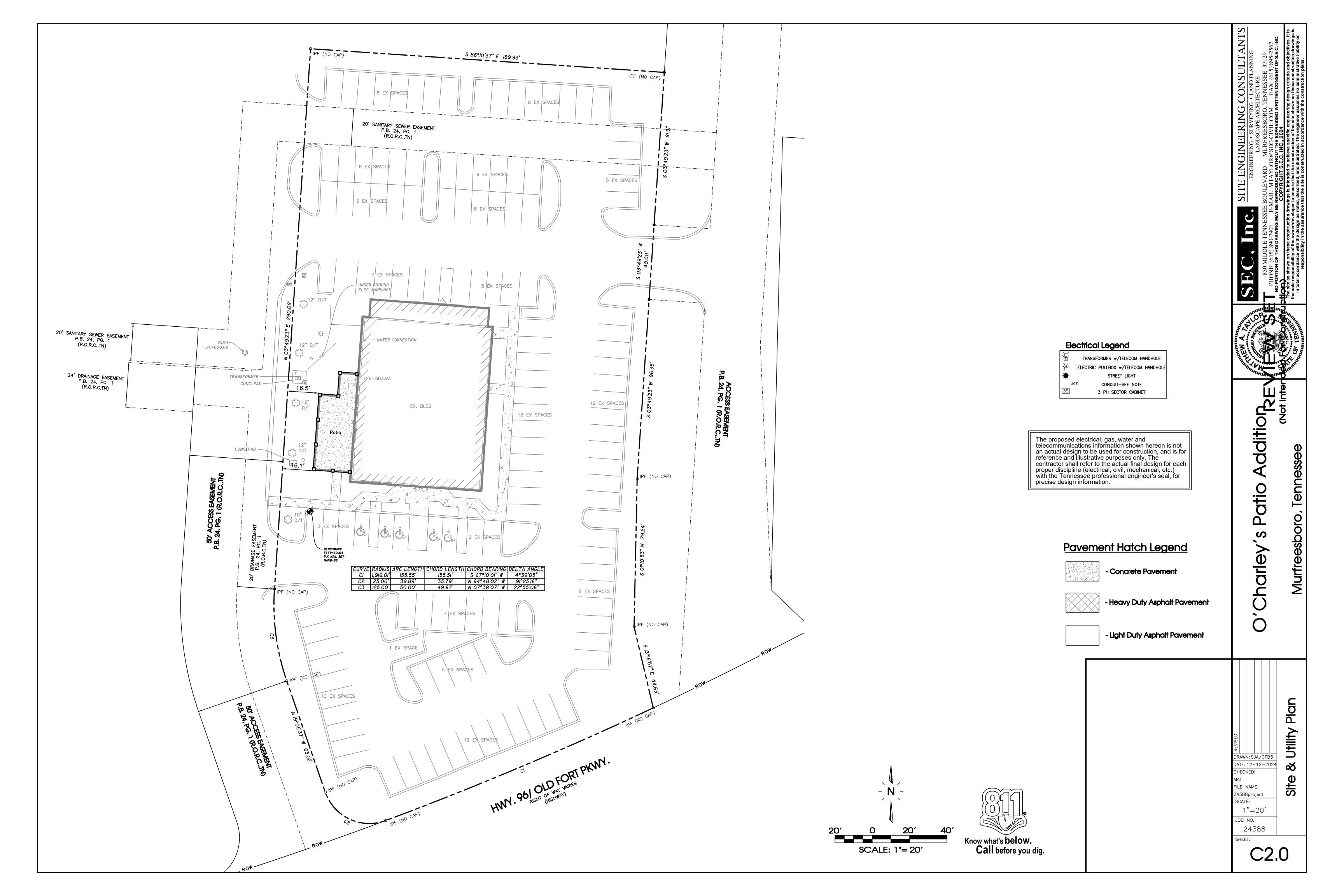
We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this site.

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

Sincerely,

Matt Taylor, P.E. Vice-President

SEC, Inc.





. . . creating a better quality of life

MEMORANDUM

DATE: October 29, 2024

TO: Ben Newman

FROM: Valerie H. Smith

SUBJECT: Camino Real

2450 Old Fort Parkway

Sewer Allocation Ordinance (SAO)

Variance Request

Sewer System Capacity

The sanitary sewer collection system <u>can</u> convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the system and per the 2023 Sewer Allocation report, this Basin MF06A currently has capacity for 7189 connections. By committing sewer service to this development, Staff determined that basin 06A's sewer connection capacity will be reduced by 1 connection. Please note that while the building is counted as one sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 4862 gallons per day (gpd) or 18.7 sfu's/day, resulting in a larger sewer discharge than the 400 gpd per connection average the model is based upon. This approval will result in in 7170 available connections for future developments.

Per the existing Commercial Highway zoning (allotted 2.5 sfu/acre) and acreage, 1.68 acres, the property is allowed 4.2 sfu's/day. The development is expected to use 18.7 sfu's/day, therefore they are requesting a variance of 14.5 sfu's/day. This does not take into consideration previous usage from the O'Charley's which closed in 2023 and used an average of 12.7 sfu's/day.

The Old Fort Parkway corridor is a very attractive area within the City. Water Resources staff advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Resolution 24-R-30 School	s FY25 Budget Amendment #5
Department:	City Schools	
Presented by:	Trey Duke, Director	
Requested Cour	ncil Action:	
	Ordinance	
	Resolution	\boxtimes
	Motion	
	Direction	П

Summary

Consider schools budget amendment #5 to the FY25 General Purpose fund and Federal Projects fund.

Information

П

Staff Recommendation

Approve Resolution 24-R-30 amending the FY25 General Purpose and Federal Projects fund as presented.

Background Information

On October 15, the Murfreesboro City School Board approved new revenue for the General Purpose fund in donations and gifts as well as an Inter-Fund transfer. They also approved a new grant from the Early Childhood Access for All Learning Network (EC AALN) for the Federal Projects fund.

- Donations and gifts in the amount of \$10,000 from Conference USA and MTSU
 as part of their Extra Yard for Teachers Initiative. This will assist the Instruction
 department with music-related expenditures.
- The Inter-Fund transfer of \$71,500 is needed to align with the TN Department of Education's guidance by moving funds from Special Education to Transportation. The expenditures directly related to this transfer are for Rutherford Academy and TN School for the Deaf.
- The EC AALN grant is focused on increasing opportunities for children ages 3-5 to access development appropriate environments and high-quality instruction. The grant will allow the district to provide a series of learning opportunities, including regional professional development, year-long virtual learning network meetings, and communities of practice. This is a reoccurring grant with year two funds totaling \$15,000.

On October 29, the Murfreesboro City School Board approved new revenue for the General Purpose fund in donations and gifts. They also approved new funds from the Title III Immigrant grant to provide supplemental professional development opportunities for staff to directly impact the instruction of immigrant students.

 Donations and gifts in the amount of \$125 were made in the memory of former ESE Teacher, Ritch Campbell. These funds will be used within the Support-Other Student Support account to help assist children in need. • The Title III Immigrant grant in the amount of \$4,962.02 will be used to provide professional development opportunities. The city previously approved \$9,824.58 in reallocated funds from the state for unused Title III money.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

The total increase in revenue of \$10,125 will be adjusted within the General Purpose fund to recognize new revenues to offset related expenditures. The total increase in revenue of \$54,962.02 will be allocated to the related expenditures within the Federal Projects fund. This will not affect fund balance.

Attachments

- 1. Resolution 24-R-30
- 2. Exhibit A: MCS Budget Amendment #5

RESOLUTION 24-R-30 amending the Fiscal Year 2025 (hereafter "FY2025") Murfreesboro City Schools Budget (5th Amendment).

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

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

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

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

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

Passed:	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	Signed by: Adam 7 Tucker
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

Murfreesboro City Schools Budget Amendment (#5)

General Purpose Schools Fund 141 Fiscal Year 2024-25

BOE Approval

10/15/2024

Exhibit A to Resolution 24-R-30

Account Description	BUDGET AS PASSED OR PREV AMENDED			ı	MENDMENT NCREASE DECREASE)
Revenues			ž.		
Donations and Gifts	146,922		156,922		10,000
Total Increase in Revenues	\$ 146,922	\$	156,922	\$	10,000
Expenditures					
Other Contracted Services	\$ 25,000	\$	27,500	\$	2,500
Other Charges	40,000		42,500		2,500
Regular Instruction Equipment	12,000		17,000		5,000
Total Increase in Expenditures	\$ 77,000	\$	87,000	\$	10,000

CHANGE IN FUND BALANCE (CASH)

Donations of \$10,000 from Conference USA and MTSU as part of their Extra Yard for Teachers initiative. It will be used by instruction for music related items. These items include band instruments, instrument repairs, music related items for the classroom. Also, the funding will be used for a music festival, which may include professional development or a clinician for event.



INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST (#5)

Budget Fiscal Year

2024-2025 General Purpose Fund 141

October 15, 2024

Exhibit A to resolution 24-R-30

Expenditure

Accounts	Description	Increase	- 3	Decrease
141 E 72710 311	CONTRACTS W. OTHER SCHOOL SYSTEMS	31,500		(#6)
141 E 72710 312	CONTRACTS WITH PRIVATE AGENCIES	40,000		5 4 5
Total Transportation	\$	71,500	\$	2.50
141 E 71200 311	CONTRACTS W. OTHER SCHOOL SYSTEMS	¥		31,500
141 E 71200 312	CONTRACTS WITH PRIVATE AGENCIES	9		40,000
Total Special Education	\$	<u> </u>	\$	71,500
Total Expenditures	\$	71,500	\$	71,500

To transfer \$71,500 in budgeted expenditures from Special Education to Transportation to recognize changes recommended by TNDOE. The transfer of \$71,500 from account 71200: 311 and 312 to the new account 72710: 311 and 312 will meet the projected expenditures for Transportation of Special Education needs. This is directly related to costs of bus aide for Rutherford Academy and transportation expenses to TN School of the Deaf and Rutherford Academy.

There are no new revenues and it does not affect fund balance.

Murfreesboro City Schools Budget Amendment (#5)

Schools Federal Projects Fund 142 Fiscal Year 2024-2025 BOE Approval 10-15-24

Exhibit A to resolution 24-R-30

Account Description	AS PA	JDGET SSED OR AMENDED	AMENDED BUDGET		AMENDMENT INCREASE (DECREASE)	
Revenues AALN 3-5				50,000	50,000	
Total Increase in Revenues	\$	-	\$	50,000	\$ 50,000	
Expenditures AALN 3-5 Instructional Supplies & Materials Other Supplies & Materials	\$	(g (g	\$	25,000 25,000	\$ 25,000 25,000 -	
Total Increase in Expenditures	\$	-	\$	50,000	\$ 50,000	

CHANGE IN FUND BALANCE (CASH)

MCS has been awarded the Early Childhood Access for All Learning Network grant. This grant focuses on empowering districts to increase opportunities for children ages 3-5 while increasing developmentally appropriate environments and high-quality instruction. This grant will purchase items for classrooms such as fine motor materials, sensory items, art supplies, dress up clothes as well as items for calm corners such as bean bags, kid size furniture and adaptive seating.

Murfreesboro City Schools Budget Amendment (#5)

General Purpose Schools Fund 141 Fiscal Year 2024-25

BOE Approval

10/29/2024

Exhibit A to Resolution 24-R-30

Account Description	AS PASSED OR PREV AMENDED	BUDGET AMENDED BUDGET	-	NCREASE ECREASE)
Revenues Donations and Gifts	146,922	147,047		125
Total Increase in Revenues	\$ 146,922	\$ 147,047	\$	125
Expenditures				
Other Charges	\$ 9,500	\$ 9,625	\$	125
Total Increase in Expenditures	\$ 9,500	\$ 9,625	\$	125

CHANGE IN FUND BALANCE (CASH)

Donations in memory of former ESE teacher, Ritch Campbell, in the amount of \$125, were received from various indidviduals for Indigent Children. These funds will be used assisting children in need.

Murfreesboro City Schools Budget Amendment

Schools Federal Projects Fund 142 Fiscal Year 2024-2025

BOE Approval 10-29-24

Exhibit A to resolution 24-R-30

Account Description	ASI	BUDGET PASSED OR V AMENDED	Q	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)	
Revenues Title III Immigrant		9,825		14,787		4,962
Total Increase in Revenues	\$	9,825	\$	14,787	\$	4,962
Expenditures Title III Immigrant Inservice/Staff Development	\$	-	\$	4,962	\$	4,962
Total Increase in Expenditures	\$		\$	4,962	\$	4,962
CHANGE IN FUND BALANCE (CASH)						4,962

Funds will be used to provide supplemental professional development opportunities for teachers who directly impact instruction of immigrant students. Professional development, such as but not limited to, new ELPA21 standards, testing, as well as teaching supports in the classroom.

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Resolution 24-R-31 Redesi	signation Point of Contact for JAG Grants
Department:	Finance	
Presented by:	Amanda DeRosia	
Requested Cour	ncil Action:	
	Ordinance	
	Resolution	\boxtimes
	Motion	
	Direction	П

Summary

Consider resolution 24-R-31 revising the authorized employees with access to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Information

Background Information

On July 29, 2021, Council adopted Resolution 21-R-26 designating certain City employees as authorized to act on behalf of the City and Rutherford County as Financial Point of Contact and serve as the Local Grant Administrators, and as the Grantee Authorized Signing Official. As there have been changes to personnel and positions since that resolution was adopted, it is necessary to adopt an updated resolution.

Resolution 24-R-31 names Interim Finance Director Amanda DeRosia as the City employee authorized to act as the Authorized Signing Official, and Amanda DeRosia and Jenny Licsko as the City employees authorized to act as the Financial Point of Contact and Local Grant Administrators.

Attachments

Resolution 24-R-31

RESOLUTION 24-R-31 re-designating those with the job title of Finance Director and Public Safety Finance Director as representatives for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

WHEREAS, the City of Murfreesboro previously agreed to serve as the Fiscal Agent and administer the Edward Byrne Memorial Justice Assistance Grant (JAG) Award for the City of Murfreesboro and Rutherford County in Resolution 17-R-23, Resolution 16-R-18, Resolution 15-R-21, and Resolution 14-R-12; and,

WHEREAS, some of the previously designated representatives have left City employment and to continue to administer the grant, the City must designate new representatives; and,

WHEREAS, whomever holds the job titles of City of Murfreesboro Finance Manager and Public Safety Finance Manager, have the relevant and appropriate skills to fulfill these duties and should be designated as the Financial Point of Contact for the Edward Byrne Memorial Justice Assistance Grant monies and serve as the Local Grant Administrators and represent Rutherford County and the City of Murfreesboro regarding the Justice Assistance Grant; and

WHEREAS, Amanda DeRosia, Interim Finance Director, or any successor to the City of Murfreesboro Finance Director or Interim Finance Director job title, is skilled to execute the Justice Assistance Grant application forms and complete correspondence for the City of Murfreesboro online as the Grantee Authorized Signing Official, delegated or formally designated by the Mayor of Murfreesboro.

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

SECTION 1. The City of Murfreesboro hereby authorizes and designates Amanda DeRosia, Interim Finance Director, or any successor to the City of Murfreesboro Finance Director or Interim Director job title, and Jenny Licsko, Public Safety Finance Manager, or any successor to the City of Murfreesboro Public Safety Finance Manager job title, as the authorized Financial Point of Contact for the Justice Assistance Grant Program for open and future grant awards.

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

Passed:	 Shane McFarland, Mayor
	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	Signed by:
	Signed by: Adam 7 Tucker 43A2035E51F0401
Erin Tucker	Adam F. Tucker
City Recorder	City Attorney

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Subrecipient Agreement with Volunteer Behavioral Health			
Department:	Administration			
Presented by:	Karen Lampert, Grant Manager			
Requested Coun	cil Action:			
	Ordinance)		
	Resolution	า		
	Motion			
	Direction			

Summary

Consider Subrecipient Agreement in the amount of \$600,000 between Murfreesboro Police Department and Volunteer Behavioral Health (VBH) to provide Co-Responder Services.

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Information

Staff Recommendation

Approve Subrecipient Agreement with Volunteer Behavioral Health.

Background Information

October 3, 2024, the Murfreesboro City Council approved the acceptance of the grant award of \$500,000 to MPD from the U.S. Department of Justice funds for implementation of the "Co-Responder Sustainability Project." VBH is a subrecipient of this project to provide Co-Responder services to assist MPD in responding to individuals displaying mental health issues, providing de-escalation, assessment, resources, and linkage to services. This agreement provides a continuation of services for three years using BJA grant funding, supplemented by Opioid Remediation Funds.

Council Priorities Served

Responsible budgeting

Utilization of federal funds to offset qualified costs assists in reducing budgeted expenditures.

Maintain Public Safety

Providing mental health services during certain public safety calls has provide beneficial to assistance individuals, protecting public safety personnel, and may reduce criminal activity over the long term.

Fiscal Impact

None. The agreement reflects a use of Opioid Remediation Funds of \$106,500 and federal grant funds of \$493,500 to fund these services.

Attachment

Subrecipient Agreement

SUBRECIPIENT GRANT AGREEMENT

BETWEEN

THE CITY OF MURFREESBORO FOR MURFREESBORO POLICE DEPARTMENT

AND

VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM

FOR

MENTAL HEALTH CRISIS CO-RESPONDER ASSISTANCE

Funded through the FY24 BJA Connect and Protect Grant # 15PBJA-24-GG-02932-MENT And

City of Murfreesboro Opioid Remediation Funds Performance Period: November 1, 2024, to September 30, 2027

Amount of federal funds obligated by this action: \$493,500

Amount of City Opioid Remediation funds obligated by this action: \$106,500

Total amount of funds obligated to this subrecipient: \$600,000

Total amount of the federal award committed to this subrecipient by the pass-through entity: \$493,500

Amanda DeRosia, Interim Finance Director Finance & Tax Department 111 W. Vine St. First Floor Murfreesboro, TN 37130 Phone 615-893-5210 jbrown@murfreesborotn.gov

Federal award date: <u>10/1/2024</u>	
Date agreement fully executed:	

PART A AGREEMENT

THIS AGREEMENT	' (hereinafter the "Agreement") entered into this	day of	, 2024 and dated to
be effective	, by and between the City of Murfreesboro , a	a municipal co	rporation of the State of
Tennessee ("City") and	d Volunteer Behavioral Health Care System, a nonpr	rofit corporatio	n of the State of Tennessee
("Subrecipient"), locar	ted at 1504 Williams Drive, Murfreesboro, TN 3712	29	

WITNESSETH THAT:

WHEREAS, the City of Murfreesboro has entered into a funding agreement with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) for the execution of projects and activities under Connect and Protect: Law Enforcement Behavioral Health Response Program under the statutory Authority of Public Law no. 90-341, Title I, Section 2991 (codified at 34 U.S.C. 10651); (Public Law 117-103, 136 STAT. 49, 127) provided by the Consolidated Appropriations Act 2024; and

WHEREAS, the funding agreement between the City and the Department of Justice provides for the implementation of a Strategic Partnership with Volunteer Behavioral Health to implement a Co-Response Team with the Murfreesboro Police Department (MPD) to provide a total of three licensed mental health clinicians to work with MPD; and

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has authority as the federal agency overseeing and providing guidance for the City as grantee of these funds to request information and monitor the Subrecipient; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful local implementation of projects under the program; and

WHEREAS, on October 3, 2024, the Murfreesboro City Council approved the acceptance of the grant award of \$500,000 from the U.S. Department of Justice funds for implementation of the "Co-Responder Sustainability Project";

WHEREAS, on May 11, 2024, Council approved a plan to designate Opioid Remediation Funds in the amount of \$290,155, plus future receipt of additional funds, to support MPD Co-Responder services.

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

I. SCOPE OF SERVICES

1. Scope of Services: Volunteer Behavioral Health Care System (VBH) is a leading nonprofit mental health provider in the middle, southeast, and upper Cumberland regions of Tennessee. Established in 1995, they serve the uninsured and underinsured in over 50 counties, including Murfreesboro and Rutherford County, Tennessee. Using a "no wrong door" approach VBH welcomes any person seeking services for mental health conditions or addictions, including individuals with co-occurring disorders. VBH's Murfreesboro Campus offers comprehensive services, including mobile crisis, intensive outpatient program (IOP), med management, and a new walk-in and crisis stabilization unit. Services are provided by dedicated professionals who are committed to excellence in the provisions of mental health services. A diverse team represents decades of expert behavioral health service. VBH will provide three Mental Health Clinicians to serve as Co-Responders with MPD for this project.

The goal of Co-Responders is to assist individuals and families that are experiencing a behavioral health crisis in resolving the crisis in the most clinically appropriate, least restrictive, and safest method. Co-Responders provide services to individuals in their community environment whenever possible. Co-Responders work to provide linkage and referrals to appropriate short and long-term resources.

Local law enforcement agencies are frequently asked to respond to calls for assistance involving individuals who are in a psychiatric crisis (defined in this Agreement as a mental health condition requiring immediate intervention to prevent further psychological or situational deterioration or injury to self or others).

It is the expectation of both Subrecipient and MPD that by working cooperatively and sharing respective expertise, they will be able to assist each other and provide the most appropriate response in individual situations.

The Project funded by this Agreement is to establish additional collaborative resources between MPD and Subrecipient for crisis response and crisis intervention and providing salary and benefits for three full-time Mental Health Co-Responder positions. The services provided by Subrecipient pursuant to this Agreement are hereinafter collectively referred to as the "Program" and are defined in further detail in **Part C** through **E**.

The Subrecipient, assuming responsibility for the implementation of the actual operation of the Program herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per **Part C**.

2. Revision of Scope: The performance criteria, objectives and budget items in Part C through E may be modified, revised, or amended upon the joint written consent of the parties. The Subrecipient may request a budget revision, not to exceed the total award in this Agreement, at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing and the revision must not substantially change the scope or outcomes of the Program. Approval may be in the form of a letter, a fax, or an email.

II. COMMENCEMENT AND COMPLETION

- 1. Commencement and Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after the date of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement through a period ending September 30, 2027. All expenditures associated with implementation of this project must be expended or encumbered by September 30, 2027, and submitted for reimbursement by October 15, 2027.
- 2. <u>Agreement Completion Date</u>: Unless this Agreement is terminated earlier in accordance with other provisions herein, this Agreement will end on September 30, 2027, except that Subrecipient shall complete such close-out requirements no later than the date dictated by **Section 3.8** below.

III. COMPENSATION AND USE OF FUNDS

- 1. <u>Regulation for Use of Funds</u>: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Consolidated Appropriations Act of 2024 and other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. *It is the Subrecipient's responsibility to read, understand, and comply with these regulations.*
- 2. <u>Uniform Grant Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</u>: During the administration of this Agreement, the Subrecipient shall comply with, and adhere to <u>2</u> <u>CFR Part 200</u>.
- **3.** <u>Total Payments:</u> Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$600,000. As referenced in **Section 2.1** above, all expenditures associated with implementation of this Project must be expended or encumbered by September 30, 2027; and submitted for reimbursement by October 15, 2027.
- **4. Vendor Registration:** The Subrecipient must complete the necessary paperwork to become a vendor of the City of Murfreesboro before any payment can be made. This includes providing the Subrecipient's current W-9, and City staff verifying the Subrecipient's taxpayer ID with the IRS. The address on the Vendor Registration form must agree to the address on the invoice requesting reimbursement. If there are any changes, a new Vendor Registration form must be completed.

5. Reimbursement Requests: This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs of this Project, as described in Part C through E, and for which the Subrecipient has made payment during the period of performance as set forth in Section 2.1 above.

The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon the receipt of a request for reimbursement form, so long as the Subrecipient is current on all performance and financial reporting and has provided the necessary response and/or support for any other request, if any, that has been made by the City of Murfreesboro in regards to this Agreement. The City will reimburse all approved reimbursement requests within 30 days of the request. The request must include all of the necessary documentation, and any questions must be sufficiently answered as determined by the City of Murfreesboro.

All requests for reimbursement must be further accompanied by an invoice which identifies the address to which the payment should be remitted and supporting documentation substantiating the payment of the eligible expenses being requested for reimbursement. Such supporting documentation shall include, but is not limited to, an agency payment voucher; a copy of the signed check with which the payment was made; any invoices, receipts and/or bills from vendors; and any relevant time sheets and related payroll reports. The Subrecipient shall also submit the Duplication of Benefits Certification, **Part E**, as required by **Section 3.6** below. The City reserves the right to request further supporting documentation as necessary to ensure compliance with BJA, its implementing regulations and 2 CFR Part 200.

- 6. <u>Double Reimbursement</u>: The Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue. A Duplication of Benefits (hereinafter "DOB") occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. Federal law prohibits agencies administering federal funds from providing assistance to any person, business concern, or other entity for any part of such loss as to which they have received financial assistance under any other program or from insurance or any other source. If the City determines that a DOB has occurred, the funds that are in excess of the need and duplicated by other assistance received by the beneficiary for the same purpose must be recaptured. The Subrecipient must submit the Duplication of Benefits Certification, **Part E**, with the Requests for Reimbursement.
- 7. Restriction on Disbursements: Funds shall not be disbursed to Subrecipient except pursuant to the conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the funds granted to the City of Murfreesboro are suspended or terminated.
- **8.** <u>Withholding Payments</u>: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve the Agreement non-compliance.
- **9.** Close-out Reimbursement: Close-out requests for reimbursement must be submitted by October 15, 2027. If not submitted, the unexpended funds under this Agreement shall revert to the City of Murfreesboro.
- **10.** Compliance with applicable laws: The Subrecipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and the Subrecipient shall provide for compliance with BJA, any implementing regulations, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds, pursuant to 2 CFR Part 2800 (the DOJ "Part 200 Uniform Requirements") and 2 CFR Part 200.

IV. USE AND DISPOSITION OF PROPERTY

- 1. <u>Disposition of Expendable/Non-Expendable Real and Personal Property</u>: The Subrecipient agrees to follow <u>2 CFR § 200.311 through 200.315</u> in regard to all real and personal property purchased in whole or in part with funds pursuant to this Agreement. These sections of 2 CFR Part 200, Subpart D govern the title, use, management, and disposition of real and personal property, which includes but is not limited to the following.
 - a. <u>Management requirements</u>: The Subrecipient must have procedures in place for managing real property and equipment, whether acquired in whole or in part under a Federal award, until disposition

takes place. These procedures, at a minimum, must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property;
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years;
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated;
- iv. Adequate maintenance procedures must be developed to keep the property in good condition; and
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- b. <u>Disposition</u>: Barring any changes in regulations for ARPA funds by the Treasury, the Subrecipient must obtain written authorization from the City before disposing of an item of real or personal property with an original cost exceeding \$1,000 (City's threshold) that was purchased with funds disbursed under this Agreement. All proceeds from the sale of real or personal property purchased with any funds disbursed under this Agreement must be returned to the City within 30 days of the receipt and must include a notation of what grant the funds were received under. The Subrecipient agrees the City may file the appropriate legal instrument(s) necessary to protect the City's financial interest and that the City has not waived any rights pertaining to property purchased with funds under this Agreement. The City will then be responsible for returning the funds to the appropriate Federal agency or using them for a purpose in accordance with Federal regulations.

V. ASSIGNMENTS

- 1. <u>Assignability</u>: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
- 2. <u>Subcontracting/Third Party Contracts</u>: The Subrecipient agrees to furnish the City with a copy of any and all third-party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third-party contracts or subcontracts funded under the BJA Connect and Protect: Law Enforcement Behavioral Health Response Program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

VI. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Finance & Tax Department of the City of Murfreesboro. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of 2 CFR § 200.300 through 200.309. If any portion of the funds approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Finance Department personnel or duly authorized auditors; by including appropriate clauses in all of its subcontracts.

Subrecipients that expend \$750,000 or more during the Subrecipient's fiscal year in Federal awards, including funds disbursed under this agreement, must have a single audit conducted for that year in accordance with the provisions of <u>2 CFR Part 200</u>, <u>Subpart F</u>. Single audit requirements will remain in effect until all sub-award funds are expended and audited.

Any Subrecipient receiving less than \$750,000 in Federal funding shall not be required by the City to undergo an annual independent single audit of the BJA expenditures under this Agreement; however, records must be available for review or audit by the appropriate officials of the Federal agency, the City as the pass-through entity, and the Government Accountability Office. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are to be completed within six months of the Subrecipient's fiscal year end and the completed audit report must be submitted to the City within 60 days of issuance. Before the due date, the Subrecipient should submit to the City either (a) an audit report or (b) a letter giving the reason for noncompliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request. If audit findings are included in the audit report, Subrecipient must submit a corrective plan to the Grantee addressing audit findings to accompany the audit report. The corrective plan submitted to the Grantee shall include the action to be taken with an anticipated completion date for findings to be corrected. If the Subrecipient disagrees with the finding(s), then an explanation summarizing specific reasons for the disagreement shall be submitted to the Grantee.

VII. SUBRECIPIENT RESPONSIBILITIES

- 1. <u>Compliance with Laws</u>: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Tennessee and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this Agreement and Federal and City regulations, rules and policies and special assurances included therein. The Subrecipient further agrees to comply with the requirements of <u>ARPA</u>, <u>31 CFR Part 35</u>, <u>2 CFR Part 200</u>, other regulations governing the use of funds disbursed under this Agreement, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.
- 2. <u>Non-Municipal Personnel and Services</u>: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services outside the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor must first have written approval from the City.

VIII. DOCUMENTATION AND RECORD KEEPING

- 1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records of all actions, and accurate books of accounts for all funds received and disbursed with full documentation to substantiate each transaction. If the Subrecipient should go out of existence, custody of the records with respect to all matters covered by this Agreement shall be assigned and transferred to the City.
- 2. Record Requirements: The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR Part 200, Subpart D, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets project objectives;
 - c. Records required to determine the eligibility of activities;
 - d. Records which demonstrate compliance with the requirements in <u>2 CFR § 200.311</u> regarding any change of use of real property acquired or improved with BJA or City assistance;
 - e. Financial records that document all transactions and that can be properly documented and audited;
 - f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;

- g. Copies of all third party or subcontracts; and
- h. Detailed records on the Subrecipient's organization, financial and administrative systems, and the specific grant funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult <u>2 CFR Part 200</u>, <u>Subpart D</u> for a detailed description of the required records.

3. Retention of and Access to Records: In accordance with 2 CFR § 200.334 through 200.338, the Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by Department of Justice for a period of three years from the date of submission of the final expenditure report to the City of Murfreesboro. Records for real property and equipment acquired with funds under this Agreement shall be retained for three years after final disposition. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient agrees that the City, Department of Justice, Inspectors General, and the Comptroller General of the United States, or any of their authorized representatives has access to and the right to examine all documents, papers, or other records which are pertinent to this Agreement, in order to make examinations, excerpts and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The City reserves the right, on demand and without notice, to review all of the Subrecipient's files associated with this Agreement. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or the Department of Justice to ensure compliance with this Agreement and with all local, state, and Federal regulations.

- **4. <u>Documentation of Costs:</u>** All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- 5. <u>Inventory Management</u>: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with the funds provided through the Agreement termination date. The status report should inventory all equipment and non-real properties purchased with funds and state the condition of the equipment and its location.

IX. PROCUREMENT

- 1. Procurement Methods: The Subrecipient must have and use documented procurement procedures, consistent with Federal, State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. Additionally, the Subrecipient's documented procurement procedures must conform to the procurement standards identified in 2 CFR § 200.318 through 200.327, including but not limited to the following. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.
 - a. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
 - All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards in 2 CFR § 200.319 through 200.320. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchases as defined in 2 CFR § 200.320 and 48 CFR Part 2,

Subpart 2.1.

- c. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
- d. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
- e. The Subrecipient agrees to purchase services, goods, and materials on an "as needed basis" and at the "lowest price obtainable."
- f. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of solicited bidders, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will also be maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

X. SUBRECIPIENT - CONTRACT PROVISIONS

- 1. <u>Contract Provisions for Non-Federal Entities Under Federal Awards</u>: The Subrecipient must also make sure that any contracts related to the Program in this Agreement must contain the following provisions:
 - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
 - c. <u>Equal Employment Opportunity</u>: Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965</u> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR Part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - d. Rights to Inventions made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - f. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other

than Executive Order 12549.

- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- h. <u>Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</u>: Contract must comply with <u>2 CFR § 200.216</u>.
- i. <u>Domestic Preference for Procurement</u>: Contract must comply with <u>2 CFR § 200.322</u>. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purpose of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- j. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI. PERFORMANCE AND FINANCIAL REPORTING

1. Performance and Financial Monitoring and Reporting: The Subrecipient must comply with 2 CFR § 200.328 through 200.330, 2 CFR Part 2800 (the DOJ "Part 200 Uniform Requirements"), the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance and all performance and financial monitoring and reporting requirements outlined in this agreement.

The Subrecipient is required to submit the performance and financial reports as specified and in accordance with grant requirements. The Subrecipient is also required to provide other information and data, as deemed necessary by the City, to meet its reporting requirements to the U.S. Department of Justice and in accordance with BJA reporting requirements. Any delinquent or incomplete performance and/or financial reports must be received before the City can honor any reimbursement requests for funds. As stated in **Section 13.2**, sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement to satisfy compliance with any requirement of this

Agreement.

XII. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in Parts C through E, to determine if it is consistent with the initial purpose of the project and in compliance with BJA and its implementing regulations. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee compliance monitoring (hereinafter the "Auditor"). This includes, but is not limited to, performance records and interviews with the Subrecipient staff, as required by the City.

City personnel or the designated Auditor will also make field inspections at the office/job site(s), as necessary, including but not limited to the following:

- a. The Subrecipient fails to take recommended corrective action;
- b. Projects are at high risk of error for activities that serve large number of people;
- c. Projects are at high risk based on the amount of funds involved.
- 2. <u>Financial Monitoring</u>: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents and financial reports submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule onsite visits as authorized in **Section 11.1** above.
- 3. <u>Programmatic Monitoring</u>: City staff shall monitor, review, and evaluate the Subrecipient. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits as authorized in **Section 11.1** above. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.
 - The Subrecipient shall at any time and as often as the City or the Department of Justice may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.
- **4. Projects Involving Construction or Renovation:** For all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including façade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and façade improvements will only be made once the materials are in place.
- 5. In the event of noncompliance or failure to perform, the City has the authority to apply remedies, as defined in the uniform guidance (2 CFR §200.339), including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate per 2 CFR §200.332(h).
- **6.** The City will also consider whether the monitoring results of Subrecipient necessitate adjustments to its own record (see 2 CFR §200.332(g)).
- 7. <u>Monitoring Letters and Reports</u>: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
- **8.** <u>Subrecipient Response</u>: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

1. <u>Termination</u>: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with <u>2</u> CFR

§ 200.339 through 200.343. The City may also terminate this Agreement for convenience.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

- 2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of the grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Subrecipient to return funds already received, or barring the Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the City complies with requirements of Section 13.1 and the Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
- 3. <u>Closeout</u>: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed in accordance with <u>2 CFR § 200.344</u>. Activities during the close-out period shall include, but are not limited to, submitting final reimbursement request and final activity/progress report to the City, account for any real or personal property acquired with federal funds, and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
- **4.** Post-Closeout Adjustments and Continuing Responsibilities: The Subrecipient acknowledges the provisions of <u>2 CFR § 200.345</u> in regards to post-closeout adjustments and continuing responsibilities in relation to the U.S. Department of Justice and the City of Murfreesboro.

XIV. TAXES

1. <u>Payment of Taxes</u>: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

XV. LAWS, REGULATIONS AND SPECIAL CONDITIONS

1. The information in this Agreement is included for the convenience of the Subrecipient and to inform the

Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject. For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Agreement. In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 2 CFR Part 2800 (the DOJ "Part 200 Uniform Requirements), in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

- 2. Debarment and Suspension: In accordance with 2 CFR § 180.220, the Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at https://sam.gov/, to ascertain the status of any third parties prior to engaging their services. The Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible. The following link will provide information on how to look up suspended and debarred companies on sam.gov: https://www.dol.gov/agencies/ofccp/debarred-list.
- 3. Emerging Business Enterprises: If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact emerging, minority-owned, and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, the Subrecipient shall summarize what portion of the project the minority subcontractor handled. At the end of the project, the Subrecipient shall submit a summary of all payments made to the minority subcontractor(s). The Subrecipient shall submit all necessary forms with quarterly reports to assure compliance with this requirement.
- **4.** <u>Building and Zoning Regulations and Permits</u>: The Subrecipient agrees to comply with Federal, State and local laws. In particular, the Subrecipient shall comply with all applicable building and zoning regulations. In addition, the Subrecipient shall obtain all necessary permits for intended improvements or building activities.
- 5. Section 504 Persons with Disabilities: The Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR Part 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
- 6. <u>Discrimination Prohibited and Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination (28 CFR Part 38 and 28 CFR Part 42)</u>:
 - a. The City and Subrecipient will comply with all requirements of 28 CFR Part 38.
 - i. Among other things, 28 CFR Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to City and Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to DOJ grant recipients and subrecipients that are faith-based or religious organizations.
 - ii. If Subrecipient provides social services under this award, written notice must be given to beneficiaries and prospective beneficiaries prior t the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.
 - b. The City and Subrecipient will comply with all applicable requirements of 28 CFR Part 42, specifically including any applicable requirements of Subpart E of 28 CFR Part 42 that relate to an equal employment opportunity program. Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of

information regarding federal nondiscrimination requirements.

- c. The City and Subrecipient will comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.
- d. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.
- e. The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in **Part B**.
- f. The Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. §2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); section 901 of the Education Amendments of 1972 (20 U.S.C. §1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. §6102).
- g. The Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. §20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. §11182(b)); and the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. §12291(b)(13)), which will apply to all awards made by the Office of Violence Against Women, also may apply to an award made otherwise.
- h. Subrecipient makes the specific assurances set out in 28 CFR §\$42.105 and 42.204.
- 7. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section: "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild and "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the project.
- 8. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, in accordance with 2 CFR § 200.318(c), no employee, officer, or agent of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.

9. Political Activity Prohibited:

- a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.
- b. The funds provided under this contract shall not be engaged in any way in contravention of <u>Chapter 15</u> of <u>Title 5</u>, <u>U.S Code (USC)</u>.
- 10. <u>Lobbying Prohibited</u>: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Tennessee. The Subrecipient shall assure compliance

with the regulations at <u>2 CFR § 200.450</u> by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- 11. National Historic Preservation Act: The Subrecipient will assist the Department of Justice as necessary with the Department of Justice's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. §306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §\$312501-312508), and the National Environmental Policy Act of 1969 (42 U.C.A. §\$4321-4335), and 2 CFR Parts 61 (NEPA) and 63 (floodplains and wetlands).
- 12. Limited English Proficiency: The City and Subrecipient will take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.
- **13.** Compliance with General Appropriations-Law Restrictions on Use of Federal Funds (FY 2024): The City and Subrecipient will comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

14. Reporting Fraud, Waste, and Abuse, and Similar Misconduct:

- a. The City and Subrecipient will promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award:
 - i. Submitted a claim that violates the False Claims Act; or
 - ii. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.
- b. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:
 - i. online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online");
 - ii. mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or
 - iii. by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202)

616-9881 (fax).

- c. Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
- **15. Requirements for Data on Performance and Effectiveness Under the Award**: The Subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to the City in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with Government Performance and Results Act (GPRA) and GPRA Modernization Act of 2010, and other applicable laws.
- **16. Determination of Suitability to Interact with Participating Minors:** The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here

17. Employment Eligibility Verification for Hiring under the Award:

- a. Subrecipient must:
 - i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - ii. Notify all persons associated with the Subrecipient who are or will be involved in activities under this award of both
 - This award requirement for verification of employment eligibility, and
 - The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- b. Allowable costs To the extent such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
- c. Rules of construction
 - i. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
 - ii. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United

- States that is or will be funded (in whole or in part) with award funds.
- iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- v. Nothing in this condition, paragraph (17)(c)(ii), shall be understood to relieve Subrecipient or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).
- **18.** Encouragement of Policy to Ban Text Messaging while Driving: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 19. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters:
 Subrecipient may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
 - a. Subrecipient represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Subrecipient certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the DOJ, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by DOJ.
- **20. OJP Training Guiding Principles**: Any training or training materials that Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available a https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.
- 21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees):

 Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
- 22. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award):
 - a. The City and Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
 - b. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

(Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- **23.** Requirement to report actual or imminent breach of personally identifiable information (PII) The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it:
 - a. creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
 - b. uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- **24.** Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.
- 25. Body Armor Compliance with NIJ Standards and Other Requirements Ballistic-resistant and stabresistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- **26. Confidentiality of Data -** The Subrecipient must comply with all confidentiality requirements of 34 U.S.C. 10231and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

XVI. MISCELLANEOUS CLAUSES AND NOTICES

- **1.** <u>Terms Herein Controlling Provisions</u>: The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
- **2.** <u>Choice of Law</u>: This Agreement shall be interpreted under and governed by the laws of the State of Tennessee. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Rutherford County, Tennessee.
- **3.** <u>Disclaimer of Liability</u>: City shall not hold harmless or indemnify Subrecipient beyond that liability incurred under the Tennessee Governmental Tort Liability Act (T.C.A. §29-20-101 *et seq.*).
- **4.** <u>Acceptance of Agreement</u>: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 5. Arbitration, Damages, Jury Trial and Warranties: The Subrecipient and the City shall not be obligated to

resolve any claim or dispute related to the Contract by arbitration. The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement.

The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Subrecipient waives its right to a jury trial to resolve any disputes that may arise hereunder.

No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

- **6.** <u>Insurance</u>: City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Tennessee Governmental Tort Liability Act (T.C.A. §29-20-101 et seq.), Subrecipient shall bear the risk of any loss or damage to any personal property to which Subrecipient holds title.
- 7. <u>Findings Confidential</u>: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.

Subrecipient may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Subrecipient must comply with all the requirements of Tennessee Public Records Act (T.C.A. §10-7-503 et seq.) in providing services and/or goods under this Agreement. Subrecipient shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Subrecipient must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Subrecipient. Upon the termination or expiration of this Agreement, Subrecipient shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Tennessee Public Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

- **8.** <u>Dissemination of Information:</u> The Subrecipient, at such times and in such forms as the Department of Justice and/or the City may require, shall furnish to the Department of Justice and/or the City, such statements, records, reports, data and information the Department of Justice and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in the Tennessee Public Records Act (T.C.A. §10-7-503 *et seq.*).
- 9. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Murfreesboro", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The funding of this project, report, map, document, etc., was financed (in whole or in part) through a grant of federal funds from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) for the execution of projects and activities under Connect and Protect: Law Enforcement Behavioral Health Response Program under the statutory Authority of Public Law no. 90-341, Title I, Section 2991 (codified at 34 U.S.C. 10651); (Public Law 117-103, 136 STAT. 49, 127) provided by the Consolidated Appropriations Act 2024and the City of Murfreesboro, Tennessee."
- 10. <u>Training Required</u>: It shall be the responsibility of the Subrecipient to participate in all appropriate

training conducted by the Department of Justice or as required by the City.

- 11. <u>Copyrights</u>: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to Department of Justice regulations. The Department of Justice and the City reserve a royalty-free, non- exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.
- 12. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the Department of Justice and the City for determination by the Department of Justice and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to the Department of Justice regulations.
- 13. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Tennessee, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.
- **14.** <u>Compliance with Law.</u> Subrecipient shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
- **15.** <u>Third Party Exclusion.</u> This Agreement is intended solely for the benefit of City and Subrecipient and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
- **16.** <u>Independent Contractor</u>: The parties agree that the relationship between the Subrecipient and the City shall be that of an independent contractor. No employee or agent of the Subrecipient shall be considered an employee of the City and this Agreement in no manner shall be construed to be that of a partnership between the parties. Given this independent contractor relationship, the parties further agree:
 - a. Subrecipient is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Subrecipient or an entity other than City. Subject to the foregoing, Subrecipient hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Subrecipient's operations or the performance of services by Subrecipient hereunder.
 - b. The parties hereby acknowledge and agree that City will not: (a) require Subrecipient to work exclusively for City; (b) establish means or methods of work for Subrecipient, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes; (c) pay to Subrecipient a salary or hourly rate, but rather will pay to Subrecipient a fixed or contract rate; (d) provide training for Subrecipient on performance of the services to be done; City may provide informational briefing on known conditions; (e) provide tools or benefits to Subrecipient (materials and equipment may be supplied if negotiated); (f) dictate the time of Subrecipient's performance; and (g) pay Subrecipient personally; instead, City will make all checks payable to the trade or business name under which Subrecipient does business.
 - c. Subrecipient does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
 - d. Unless given express written consent by City, Subrecipient agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the Program site.
 - e. If Subrecipient is given written permission to have other parties on the site, and Subrecipient engages any other party which may be deemed to be an employee of Subrecipient, Subrecipient will be

- required to provide the appropriate workers' compensation insurance coverage as required by operation of law or other agreement.
- f. Subrecipient has and hereby retains control of and supervision over the performance of Subrecipient's obligations hereunder. Subrecipient agrees to retain control over any allowed parties employed or contracted by Subrecipient for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Subrecipient.
- g. Subrecipient represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
- h. All services are to be performed solely at the risk of Subrecipient and Subrecipient shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, subsubcontractors, vendors, along with members of the general public it encounters while performing the work.
- i. Subrecipient will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

XVII.APPENDICES

All Appendices, as listed below and referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Part A – Agreement

Part B – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements

Part C – Subrecipient Information, Project Scope, and Timeline

Part D - Project Budget

Part E – Duplication of Benefits

Certification

XVIII. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person sighing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT	CITY OF MURFREESBORO
Phyllis Persinger	
Phyllis Persinger, President/CEO	Shane McFarland, Mayor
Volunteer Behavioral Health Care System	
Date: 10/30/2024	Date:
	APPROYED AS TO FORM:
	APPROVED AS TO FORM: Adam 7 Tucker
	Adam F. Tucker, City Attorney

PART B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its departments, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- **B.** Subrecipient shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- C. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Department of Justice will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Department of Justice's implementing regulations, 2 CFR Part 2800 (the DOJ "Part 200 Uniform Requirements"), and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR Part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Department of Justice may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

D. CIVIL RIGHTS REQUIREMENTS.

- 1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.
- 2. Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, Subrecipient shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Agreement. Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, Subrecipient shall refrain from discrimination against present and prospective employees for

reason of age.

- 4. <u>Disabilities</u>. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Subrecipient shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.
- **E.** If Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-recipients and contractors also comply with Title VI and other applicable authorities covered in this document.

PART C

SUBRECIPIENT INFORMATION, PROJECT SCOPE, AND TIMELINE

I. SUBRECIPIENT

INFORMATION Subrecipient: Volunteer Behavioral Health

Care System

SAM UEI: K7EEB8JCX1N1

Grant & CFDA: Grant # 15PBJA-24-GG-02932-MENT (O-BJA-2024-171967/16.745)

Award Amount: \$600,000

Address: 1504 Williams Dr.

City: Murfreesboro

State: Tennessee

Zip Code + 4: 37129-3247

Contact Person: Dawn J. Carlton, VP, Chief Financial Officer

Contact Email: dcarlton@vghcs.org

Contact Phone: 423-825-4345

II. PROJECT SCOPE

Project Overview: The City of Murfreesboro, Tennessee, received \$500,000 in federal funds, with an additional \$106,500 in Opioid Remediation Funds added to support the implementation of the Murfreesboro Police Department's Co-Responder Sustainability Project. Through this project MPD will implement effective Co-Responder strategies with outcomes that improve and promote public safety while reducing the risk of harm to individuals with mental health disorders (MHDs) or co-occurring mental health substance use disorders (MHSUDs) who encounter law enforcement. The project's purpose is to enhance an existing law enforcement-behavioral health response by transitioning a successful "pilot" Co-Responder Program into a fully integrated program that has a well-trained workforce and formalized policy and procedures. This project is necessary to support the continued efforts of MPD to be proactive in meeting growing community needs with safe and effective response approaches.

The Co-Responder Sustainability Project will involve planning and implementation activities. MPD will partner with local mental health service provider Volunteer Behavioral Health (VBH) to implement strategies that focus on: workforce development to enhance the availability of qualified Mental Health clinicians to fill vacant roles; formally structure the Co-Responder program through the development of policies and procedures and placement of three Co-Responders; improve data reporting by enhancing data collection procedures that will better inform program decisions, and implement a comprehensive training approach that will strengthen the knowledge and skills of Officers on appropriate response methods when encountering individuals experiencing a mental health crisis. The intended beneficiaries for this project are adult individuals in Murfreesboro who encounter law enforcement or call for law enforcement services and are experiencing mental health crisis. Along with this is a priority focus for improving services and responses to unhoused individuals, which is supported by MPD's Homeless Outreach Support Team (H.O.S.T).

Providing Behavioral Health Services to Address Mental Health and Substance Abuse Challenges

(1) <u>Background</u> – Volunteer Behavioral Health Care System (VBH) is a leading nonprofit mental health provider in the middle, southeast, and upper Cumberland regions of Tennessee. Established in 1995, they serve the uninsured and underinsured in over 50 counties, including Murfreesboro and Rutherford County, Tennessee.

Using a "no wrong door" approach VBH welcomes any person seeking services for mental health conditions or addictions, including individuals with co-occurring disorders. VBH's Murfreesboro Campus offers comprehensive services, including mobile crisis, IOP, med management, and a new walk-in and crisis stabilization unit. Services are provided by dedicated professionals who are committed to excellence in the provisions of mental health services. A diverse team represents decades of expert behavioral health service.

The goal of Co-Responders is to assist individuals and families that are experiencing a behavioral health crisis in resolving the crisis in the most clinically appropriate, least restrictive, and safest method. Co-Responders provide services to individuals in their community environment whenever possible. Co-Responders work to provide linkage and referrals to appropriate short and long-term resources.

Local law enforcement agencies are frequently asked to respond to calls for assistance involving individuals who are in a psychiatric crisis (defined in this Agreement as mental health conditions requiring immediate intervention to prevent further psychological or situational deterioration or injury to self or others).

It is the expectation of both Co-Responder and MPD that by working cooperatively and sharing respective expertise, they will be able to assist each other and provide the most appropriate response in individual situation.

(2) Co-Responder Role

- a. Co-Responders will assist law enforcement in responding to individuals in the community having a mental health crisis to provide de-escalation, assessment, resources and linkage to services. The Co-Responder and law enforcement will work collaboratively to provide better outcomes and services to those in need. The combined expertise of the Co-Responder and law enforcement will allow for increased safety and on-scene evaluation to help individuals obtain the most appropriate level of care while avoiding unnecessary emergency department admissions and offering an alternative to incarceration for crimes related to their mental illness.
- **b.** Co-Responders will adhere to prevailing and current confidentiality laws when interacting with law enforcement with respect to a psychiatric emergency ensuring the safety of the person in crisis and/or the public. Co-Responders will provide information without written consent from the client, subject to the requirements and restrictions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other applicable laws and MPD policies in the following situations:
 - i. In an emergency where there is a threat of immediate harm to self or others, Co-Responders will exchange information with police, other service providers, family members, or other collateral individuals of the consumer who have a need to know.
 - **ii.** Staff will follow all laws related to reporting of child, dependent, elderly adult abuse and/or domestic violence abuse.
- c. Co-Responders will respond, with a designated officer, to calls dispatched from the 911 call center or other Law Enforcement sources to a person in crisis, or a call for collaterals including hospital personnel, family members, etc. The mode of transportation utilized by the Co-Responder in responding to a scene will be dependent on circumstances present. Modes of transportation may include utilizing the Co-Responder's own vehicle or when possible, transportation by a MPD officer in a Department vehicle.
- d. Co-Responders will not respond for face-to-face consultation to any situation that may pose a danger or potential danger to consumer, staff, or others without first requesting MPD involvement. The assessment of danger or potential danger will be at the discretion of Co-Responders. Co-Responders will discuss the situation with officers on scene and determine the nature of the crisis. Co-Responder will not remain in any location deemed unsafe if law enforcement involvement has been requested and on scene officers must leave.
- **e.** During a face-to-face response Co-Responders will evaluate the situation and arrange for the most appropriate disposition.
- f. Unless an individual is deemed to meet criteria under T.C.A. §33-6-404, the services that can be

- rendered are voluntary, this includes Pre-Arrest Diversion, Crisis Stabilization Unit, Respite, Observation, Outpatient and Alcohol and Drug services.
- **g.** If the person in crisis needs to be transported and is not in need of secure transportation per Mobile Crisis evaluation, Co-Responders will attempt to arrange transportation to the appropriate psychiatric facility by any other means available. If an emergency petition is required in accordance with T.C.A. §33-6-404, Co-Responder may request MPD provide transportation for medical clearance.
- **h.** Co-Responders will be available to MPD for in-service training in mental health related topics as requested.
- **i.** Subrecipient will provide behavioral health crisis assessments when consulted and as appropriate via telehealth with MPD as space and equipment are available.
- **j.** Subrecipient acknowledges that law enforcement utilizes body cameras or other recording devices which will not be turned off and will record all interactions, which may include interactions involving Co-Responder consultations and assessments.

(3) Law Enforcement Role

- **a.** The MPD may contact the Co-Responder for consultation on a case involving a psychiatric crisis. In cases of behavior that may not result directly from mental illness, MPD will use their judgment to determine Co-Responder involvement.
- **b.** Should MPD feel a person in a psychiatric crisis is in immediate need for evaluation and Mobile Crisis staff cannot respond in person immediately for any reason, officers have the ability to complete a T.C.A. §33-6-401 (Title 33, Chapter 6, Part 4, Tenn. Code Annotated) requesting an examination for emergency admission, which allows for law enforcement transport and initiates a request for consumer to be seen for emergent needs (i.e. deemed danger to self or others, cannot be maintained in current environment).
- **c.** MPD and Co-Responders will work collaboratively to evaluate the person in crisis and coordinate the most appropriate disposition.
- **d.** MPD will provide information on applicable laws and department orders/procedures regarding emergency evaluation to Co-Responders.
- **e.** MPD will take all necessary steps to protect the integrity and security of the recorded footage gathered by the use of body cameras or other recording devices.

III.PROJECT TIMELINE

The overall project must comply with the timelines in Section II and III of the Agreement (Part A). Below is an estimated timeline of activities for this Project.

Year 1 Activities (November 1, 2024, to September 30, 2025)

MPD and VBH will establish a Co-responder working group that meets quarterly to inform design and implementation strategies. The working group will involve diverse stakeholders including MPD staff, HOST officers, VBH staff and other community members who support the project (i.e., St. Thomas Ascension hospital, Cold Patrol (homeless service provider), MTSU, etc.).

The Working Group will take the lead in helping to develop an inventory of services and programs, identify system gaps and assist in developing a strategic plan for sustainability.

VBH will take the lead in partnership with the Working Group to review screening and assessments processes for improved response and client outcomes.

MPD and VBH will identify methods for coding mental health related calls and

provide internal training on coding and completing incident reports for better data collection and alignment with performance measures.

VBH will take the lead in helping to identify process/procedures for managing youth mental-health related calls, getting people connected to services, conducting field assessments and information sharing.

MPD, VBH and Workgroup will work together to develop a plan to collect data and track program process, progress, and success, including coding and completing incident reports.

VBH will take the lead, with assistance from the Working Group and MPD, to develop a workforce development model that educates Mental Health Clinicians in the unique working conditions and demands of law enforcement in preparation to assume future roles as Co-Responders.

Year 2 and 3 Activities (October 1, 2025, to September 30, 2027)

VBH will implement a Co-Responder workforce development model that will involve up to 30 hours annually (approx. 2.5 hours per month) of immersive and hands-on instruction to improve the knowledge skills and experiences of Mental Health Clinicians in preparation for roles as a Co-Responder.

MPD will have three Co-Responders paired with trained Officers to provide on-scene crisis response and de-escalation services.

By September 30, 2027, 6 Mental Health Clinicians will complete the Workforce Development program and be available for placement.

MPD will conduct one annual CIT training, with a goal to train 20 Officers and 2 Dispatchers annually.

MPD will provide 8 mental health and stabilization trainings annually to Officers (Mental Health first aid, use of force, de-escalation, etc.)

Conduct an evaluation of the "Police-Mental Health Collaborations" (PMHC) and evaluate community satisfaction.

Engage in data collection and reporting activities to reflect program outcomes, effectiveness, and challenges.

PART D Program BUDGET

Expense	Amounts
Year 1: 3 Co-Responders Salaries covered by BJA Funds	\$93,500
Year 1: Remainder of Co-responders salaries covered by Opioid	\$106,500
Remediation Funds	
Total Year 1 Funding (November 1, 2024, to September 30,	\$200,000
2025)	
Year 2 Funding: Salary and Benefits for 3 Co-Responder	\$200,000
positions (October 1, 2025, to September 30, 2026)	
Year 3: Funding: Salary and Benefits for 3 Co-Responder	\$200,000
positions (October 1, 2026, to September 30, 2027)	
Total Expenses -3 years of project	\$600,000

Remainder of page intentionally left blank.

PART E

DUPLICATION OF BENEFITS CERTIFICATION

To be submitted by the Subrecipient with its reimbursement requests.

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, Volunteer Behavioral Health Care System, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Murfreesboro (City) has relied on such information to award assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all BJA and City funds must be repaid to the City in the event that it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

Month of Reimbursement Request
Signature of Volunteer Behavioral Health Care System, Signing Agent
Printed Name
Title
Date

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024 **Item Title:** Cornerstone OnDemand, Inc LMS Agreement **Department:** Human Resources **Presented by:** Randolph Wilkerson, Director of Human Resources **Requested Council Action:** Ordinance Resolution Motion |X|Direction

Summary

Consider agreement with a Learning Management System (LMS) organization to continue online training services for the City's employees.

Information

Staff Recommendation

Approve agreement with Cornerstone OnDemand, Inc. to continue delivering online training modules in management, leadership, and safety for the City's employees.

Background Information

Staff recommends approval of an agreement with Cornerstone OnDemand, Inc. to continue delivering comprehensive online training in management, leadership, safety, and customer service for City employees through its Learning Management System (LMS). The City's existing Master Service Agreement with Cornerstone OnDemand, Inc. provides the option to extend our access to their extensive online training library beyond December 2024.

The Cornerstone LMS has proven to be a highly effective tool for educating and developing management and non-management teams, offering over 2,800 training modules. This web-based platform enables the City to efficiently register, track, and monitor employee training activities.

The cost of the three-year program totals \$213,317, structured as follows: \$68,000 for year one, \$71,060 for year two, and \$74,257 for year three. The FY25 budget will cover the initial year's cost, and the expenses for subsequent years will be funded through the Department's FY26 and FY27 operating budgets

Council Priorities Served

Responsible budgeting

A Learning Management System supports employee training and development by fostering efficient, effective leadership and offering a consistent, engaging platform

for performance improvement.

Fiscal Impact

The \$68,000 expense for FY25 will be funded through the Department's operating budget.

Attachment

Cornerstone OnDemand, Inc. agreement



Quote Number: Q-82204

Order Effective Date: (Date of Last Signature Below)

Cornerstone OnDemand - ORDER						
Customer Name	City of Murfreesboro, TN					
Order Start Date	01/01/2025					
Order End Date	12/31/2027					
Is a new purchase order required or this purpose?*	No					
Primary Customer Contact	Randolph Wilkerson rwilkerson@murfreesborotn.gov +1 615-848-2553					
Customer Address (Ship To)	City of Murfreesboro, TN,111 West Vine Street ,Murfreesboro, Tennessee, United States,37133					
Primary Billing (Invoice) Contact	Cathy Smith purchasing@murfreesborotn.gov 1+1 292016311					
Customer Billing (Invoice) Address	City of Murfreesboro, TN,111 West Vine Street ,Murfreesboro, Tennessee, United States,37133					

^{*}Note: Please send purchase order number to DLCollections@csod.com within three (3) business days of order signing.

Product(s)

Period 1 1/1/2025 - 12/31/2025

Period 2 1/1/2026 - 12/31/2026

		.,.,	•		., .,	
Product	Qty	Fee	Billing Frequency	Qty	Fee	Billing Frequency
Choice Customer Success Package		USD 0.00	Annual		USD 0.00	Annual
Cornerstone Content Subscriptions Public Sector Enterprise Pricing	1,700	USD 34,000.00	Annual	1,700	USD 35,530.00	Annual
Cornerstone Learning Management	1,700	USD 34,000.00	Annual	1,700	USD 35,530.00	Annual
Cornerstone Extend Import		USD 0.00	Annual		USD 0.00	Annual
Unlimited Video Hosting and Delivery		USD 0.00	Annual		USD 0.00	Annual
Period Subtotal:	USD 68,000.00			USD 71,060.00		

Period 3 1/1/2027 - 12/31/2027

Product	Qty	Fee	Billing Frequency
Choice Customer Success Package		USD 0.00	Annual
Cornerstone Learning Management	1,700	USD 37,128.85	Annual
Unlimited Video Hosting and Delivery		USD 0.00	Annual
Cornerstone Content Subscriptions Public Sector	1,700	USD 37,128.85	Annual
Period Subtotal:		USD 74,257.70	

Purchase Order

If Customer indicates that a purchase order ("PO") is required for payment, the customer will provide the PO no later than 3 business days to dlcollections@csod.com and if the customer indicates that no PO is required, Customer represents that no PO is required for payment.

Special Terms

With the exception of Content partner offerings and other third party products, should this Order be renewed for the same term length, products, and quantities, the fees for the renewal will be the same as the annualized fees for the last period of this Order, plus a 4.50% increase per period, beginning with the first period of the renewal.

Invoicing Schedule

Payment terms for this Order shall be Net 30 (days).

Fees are invoiced beginning on the Start Date(s) in accordance with the Billing Frequency. If required, Fees are pro-rated based on the actual number of days in the billing frequency period. One-time fees are invoiced on the Order Start Date. Any usage product will be billed monthly in arrears based on actual usage. Notwithstanding the foregoing, one-time fees for services on a SOW shall be invoiced in accordance with the billing terms set out in the applicable SOW. Except as otherwise expressly set forth herein, all purchases are non-cancelable and non-refundable. Fees are exclusive of applicable sales, use, VAT, GST, digital tax, DST and other taxes and are net of withholding taxes.

Product Details

Cornerstone Content Subscriptions content pricing above is based on an enterprise model that matches the number of content users to all active and licensed Learning users. Pricing assumes that only a portion of the Clients workforce will elect to participate and consume content, but all active Learning users will have access to all courses in the subscription and unlimited use of said content. When Client elects to add Learning licenses they must also add equal Cornerstone Content Subscriptions content licenses.

Cornerstone Learning Management Includes:

Learner Home
Curricula
Certifications
Assignment
Instructor Led Training
Catalog Management
Observation Checklists
Skills Matrix
Connect

Choice Package:

New Functionality Readiness and Adoption - adopt and drive usage of new features
Optimization and Curation - keep your system relevant and easy to use, increase adoption and build competencies
S.O.S. (Sustain Our System) - get help with tasks and on-boarding new admins, and tune up your reports
Education - an efficient way to learn Cornerstone products, features and functions
Customer Success - proactive, strategic guidance and support to make the most of your investment
Technical Support - enhanced support and issue resolution
Customer Community - access self-help tools, connect with peers and stay up to speed on what's new
Product Collaboration and Engagement - have a voice in the future of Cornerstone
See Choice Package for detailed support descriptions.

Terms and Conditions

The offer outlined in this Order Form is contingent upon Client signing prior to 5pm local time on 1/31/2025 date

This Order is hereby incorporated into and made part of the parties' master agreement (the "Agreement"). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Some Content is hosted by third-party content providers. These providers may process personal information (e.g., Active User identification, course tracking, etc.) only as necessary to provide the Content in accordance with AICC, SCORM, or equivalent standards. The list, locations, and security and privacy policies of such providers are available upon request

Purchased course(s) shall be available from the Order Start Date above, through the earlier of: (i) the Order End Date above; or (ii) termination/expiration of all Learning Orders; or (iii) termination of the Agreement, after which time all access / course registrations shall be terminated or expire without refund. Course loading and hosting services are included as a part of this Order. Content subscriptions are non-transferable; they are unique to individual users. Cornerstone reserves the right to invoice Clients automatically for each subscription/registration exceeding the number purchased, based on the total Content price set forth in this Order, divided by the total number of Active Users subscribed to/registered for that Content.

Agreed and accepted:

Customer	Customer City of Murtreesboro		Cornerstone OnDemand, Inc.		
Signature :		Signature :	Docusigned by: Jand Bogert CEGADTREAMCRAFE		
Name:	Shane McFarland	Name:	Jared Bogert		
Title:	Mayor	Title:	GVP, Sales		
Date:		Date:	10/30/2024		





COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: NICE Software Upgrade from Motorola

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider agreement with Motorola to upgrade the NICE software services.

Staff Recommendation

Approve the upgrade for the NICE software from Motorola.

Background Information

Council approved a ten-year service agreement with Motorola for radio system maintenance in March 2020. Included in our agreement is the NICE Gold software service for use by our emergency communications center. Upgrading to the NICE Elite will add additional functions such as incident reconstruction and quality assurance capabilities. This upgrade will significantly streamline the processes required by the MEC. This is a sole-source purchase through Motorola for a cost of \$222,148.

Additionally, an amendment is needed to the Motorola Service Agreement to add maintenance and support for the Elite software for a total cost of \$174,139, billed in annual installments over the remaining six years of our contract.

Council Priorities Served

Maintain Public Safety

Provides a mechanism to reliably log and maintain 911 calls received through the Murfreesboro Emergency Communications Center.

Fiscal Impact

The one-time cost of \$222,148 and the first installment of \$15,225 for the maintenance support is provided for in the department's FY25 operating budget. Future maintenance payments, as outlined in the amendment, will be budgeted for accordingly.

Attachments

- 1. Contract with Motorola for NICE Upgrade
- 2. Amendment 3 to Motorola SUA II Maintenance Purchase Agreement

CONTRACT BETWEEN CITY OF MUFREESBORO AND MOTOROLA SOLUTIONS, INC. FOR NICE Upgrade

This Agreement is entered into and effective as of _____ ("Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Motorola Solutions Inc.**, a Corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This Agreement
- Motorola Quote-2445204, dated December 7, 2023
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Fourth, Contractor's Proposal Motorola Quote-2445204, dated December 7, 2023
- 1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the equipment, software, and services to implement the PD-NICE Upgrade from Motorola Solutions, Inc. in accordance with Motorola Quote-2445204, dated December 7, 2023.
- 2. **Term.** The term of this Contract shall be for one year from the Effective Date. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
 - f. In the event of termination for any reason other than default, the City will pay the Contractor for all equipment delivered and services rendered up to the date of termination.
- 3. Price; Compensation; Method of Payment.
 - a. The price for the goods and other items to be provided under this Agreement is set forth in the Motorola Quote-2445204, December 7, 2023, which reflects a total purchase of \$222,148.17. The Contractor will submit invoices to the City. The City will pay invoices within forty-five (45)

- days of the invoice date. Invoices must bear the purchase order number. Final payment shall not be made until after final acceptance.
- b. Deliveries of all items shall be made within sixty (60) days of issuance of a purchase order to Attn: Seth Russell, Communications Director, Murfreesboro Police Department 1004 N. Highland Ave., Murfreesboro TN 37130 Contact Person: (email: 0093@murfreesborotn.gov phone: 629-201-5599) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the quote. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that the items fully comply with specifications. Inspection of equipment must occur within 5 working days of delivery or will be considered accepted. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
- 4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth specifications and the manufacturer's standard warranty.
- 5. **Taxes**. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. In the event, the City does not provide a tax exemption certificate to the Contractor, City will be liable for sales taxes. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- **6. Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data (excluding pricing), documents or other materials, unless they are protected by a confidentiality provision. City acknowledges that Contractor may use and/or provide City with access to this information. Any of the City's property, including but not limited to books, records and equipment, which is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

7. Indemnification.

a. Contractor will indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, arising from personal injuries or direct damages to tangible property resulting from, in part or in whole, the negligence of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement if City gives Contractor prompt, written notice of any claim or suit. City will cooperate with Contractor in its defense or settlement of the claim or suit. This section sets forth the full extent of Contractor's general indemnification of City from liabilities that are in any way related to Contractor's performance under this Agreement.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
- 8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro: If to the Contractor:

City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130 Motorola Solutions Inc. Attn: Brian Lorenz Sr. Account Manager 341 Cool Springs Blvd. #300

Franklin, TN 37067

brian.lorenz@motorolasolutions.com

615-428-0541

9. **Compliance with Laws.** Contractor agrees to comply with all directly applicable federal, state and local laws and regulations concerning the performance of this Agreement. Under no circumstances is a failure

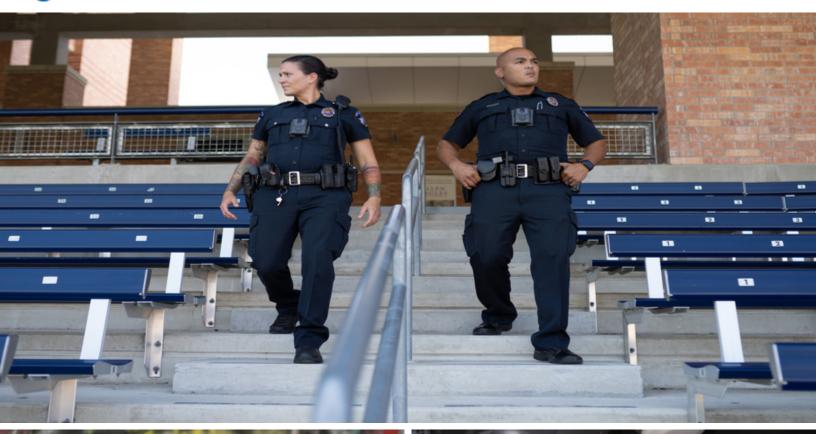
- to comply with an applicable law a breach of contract. Seller has thirty (30) days to propose a plan to cure any failure to comply with applicable laws.
- 10. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- 17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor

hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

- 18. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic, epidemic or other cause of similar or dissimilar nature beyond its control.
- 20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representative of the City and is thereafter effective as of the date set forth above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF , the parties enter into the Date").	his agreement as of, 2024 (the "Effective
CITY OF MURFREESBORO, TENNESSEE By: Shane McFarland, Mayor	MOTOROLA SOLUTIONS INC. By: Scan Eriksen Sean Eriksen, Area Sales Manager
APPROVED AS TO FORM: Adam 7 Tucker Adam F. Tucker, City Attorney	







MURFREESBORO, CITY OF

PD - NICE Upgrade 12/07/2023



Billing Address: MURFREESBORO, CITY OF 1004 N HIGHLAND AVE MURFREESBORO, TN 37130 US Shipping Address: MURFREESBORO, CITY OF 1004 N HIGHLAND AVE MURFREESBORO, TN 37130 US Quote Date:12/07/2023 Expiration Date:11/14/2024 Quote Created By: Brian Lorenz Sr. Account Manager brian.lorenz@ motorolasolutions.com 615-428-0541

End Customer: MURFREESBORO, CITY OF Seth Russell 0093@murfreesborotn.gov 629-201-5599

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	DDN3319A	PRIMARY INFORM ELITE AUDIO RECORDING AND REPLAY CHANNEL LIC	44	\$1,650.00	\$1,650.00	\$72,600.00
2	TT3805A	SINGLE NIR VOIP TELEPHONY ONLY*	1	\$13,000.00	\$13,000.00	\$13,000.00
3	DDN3320A	RESILIENT INFORM ELITE AUDIO RECORDING AND REPLAY CHANNEL LIC	22	\$220.00	\$220.00	\$4,840.00
4	TT2694B	NICE APPLICATIONS SERVER*	1	\$13,936.00	\$13,936.00	\$13,936.00
5	DDN3308A	INFORM R10 VERSION FLAG	1	\$0.00	\$0.00	\$0.00
6	DDN2487A	ANALOG DIGITAL TRUNK FULL LENGTH PCI E INTERFACE BOARD WITH NO CABLE	1	\$2,200.00	\$2,200.00	\$2,200.00
7	DDN3331A	ASTRO RECORDING CHANNEL	22	\$220.00	\$220.00	\$4,840.00
8	DDN2806A	NICE INFORM API FOR INTEGRATION WITH AQUA - PER CONCURRENT USER	5	\$1,100.00	\$1,100.00	\$5,500.00
9	DDN2523A	MYSQL SERVER LICENSE STANDARD EDITION	1	\$440.00	\$440.00	\$440.00
10	DDN2502A	CONNECTION CABLE 10M FOR ANALOG DIGITAL CARDS	1	\$178.00	\$178.00	\$178.00
11	DDN3314A	MS SQL 2019 64 BIT USER CLIENT ACCESS LICENSE	6	\$400.00	\$400.00	\$2,400.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
12	DDN2636A	HP 6TB 6G SAS HDD	2	\$2,010.00	\$2,010.00	\$4,020.00
13	DDN3313A	MS SQL 2019 64 BIT SERVER CLIENT ACCESS LICENSE	2	\$400.00	\$400.00	\$800.00
14	DDN3171A	6TB HDD EXPANSION FOR NIR DL360 G10*	2	\$2,088.00	\$2,088.00	\$4,176.00
	Product Services					
15	LSV00Q00203A	DEVICE INSTALLATION	1	\$127,962.17	\$127,962.17	\$127,962.17
16	ADSDDN2304A	NICE DISCOUNT	1	\$0.00	\$0.00	\$0.00
17	DDN2304A	NICE DISCOUNT - APPROVAL REQUIRED	27000	-\$1.00	-\$1.00	-\$27,000.00
18	DDN2644A	NICE UPGRADE DISCOUNT - APPROVAL REQUIRED	7744	-\$1.00	-\$1.00	-\$7,744.00
Gran	nd Total			\$	222,148.	17(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services
 Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be
 added to invoices.

AMENDMENT 4

to

Motorola SUA II Maintenance Purchase Agreement Between

City of Murfreesboro ("Murfreesboro")
And

Motorola Services, Inc. ("Service Provider")
Effective Date April 1, 2025

	This Amendment to the SUA II and Maintenance Services Statement of Work
date	d2024 is entered into by and between the City of Murfreesboro
("Mu	rfreesboro"), on the one hand, and Motorola Solutions, Inc. ("Service Provider"), on
the o	other hand, and is hereby incorporated into and made a part of the ten (10) year
SUA	II and Maintenance contract (the "Agreement") referenced under 'SUAII and
Main	tenance Purchase Agreement', effective as of March 19, 2020 by and between
Murf	reesboro and Service Provider. This Amendment 4 modifies the above referenced
SOW	/ between the Parties.

The Parties agree to incorporate 'Appendix C: NICE Gold Maintenance' into the 10 year Maintenance and SUA II contract USC000028415:

Notes:

- Appendix C: NICE Gold Maintenance Upgrade Services pricing shown on page two (2) for six (6) number of years
- Invoicing will occur at the beginning, (April 1st), of each contract period and will start on April 1st 2025

EXCEPT AS EXPRESSLY AMENDED BY THIS AMENDMENT 4, THE SOW REMAINS IN FULL FORCE AND EFFECT.

CITY OF MURFREESBORO	Motorola Solutions, Inc.
By:	By:
Name: Shane McFarland	Name: Sean Eriksen
Title: Mayor	Title: Area Sales Manager
Date:	Date: 10/24/2024
APPROVED AS TO FORM: Adam 7 Tucker Adam F. Tucker, City Attorney	

Appendix C: NICE Gold Maintenance Upgrade Service Pricing

	5	6	7	8	9	10	
	4/1/2025	4/1/2026	4/1/2027	4/1/2028	4/1/2029	4/1/2030	
City of Murfreesboro	3/31/2026	3/31/2027	3/31/2028	3/31/2029	3/31/2030	3/31/2031	Total
NICE Gold Mantenince	\$15,225.00	\$28,760.00	\$30,197.00	\$31,707.00	\$33,293.00	\$34,957.00	\$174,139.00

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Purchase of	Purchase of Police Vehicles from Columbia Dodge					
Department:	Police	Police					
Presented by:	Chief Michae	Chief Michael Bowen					
Requested Cour	ncil Action:						
		Ordinance					
		Resolution					
		Motion	\boxtimes				
		Direction					
		Information					

Summary

Consider purchase of seven marked police vehicles.

Staff Recommendation

Approve the purchase of seven police vehicles from Columbia Dodge.

Background Information

The purchase of seven Dodge Chargers will be to outfit the additional SRO positions approved in the FY25 budget. These vehicles are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Responsible budgeting

By utilizing the State's procurement contract, the City benefits from pre-negotiated, competitive pricing.

Fiscal Impact

The cost of this purchase, \$336,959, is included in the department's FY24 CIP, funded from the General Fund.

Attachments

Contract with TT of Columbia, Inc.

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

This Contract is entered into and effective as of _______, ("Effective Date), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **TT OF COLUMBIA, INC**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- This Contract
- Contractor's State of Tennessee Contract 209/76189 with TT of Columbia, Inc.
- Price Quote #RAMQ5599 dated August 23, 2024, from TT of Columbia, Inc. for Seven (7) 2023 Dodge Charger Police RWD Vehicles with Aftermarket Equipment, and
- Any properly executed amendments to this Agreement

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

- First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)
- Second, this Contract
- Third, Contractor's State of Tennessee Contract 209/76189 with TT of Columbia, Inc.
- Lastly, Price Quote #RAMQ5599 dated August 23, 2024, from TT of Columbia, Inc. for Seven (7) 2023 Dodge Charger Police RWD Vehicles with Aftermarket Equipment
- 1. <u>Duties and Responsibilities of Contractor</u>. Contractor agrees to provide, and City agrees to purchase Seven (7) 2023 Dodge Charger Police RWD Vehicles with Aftermarket Equipment as set forth in Contractor's Quote #RAMQ5599 dated August 23, 2024, and State of Tennessee Contract 209/76189 with TT of Columbia, Inc.
- 2. <u>Term.</u> The term of this Contract shall be from the Effective Date to October 31, 2025, Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Contract is set forth in the Price Quote Sheet from TT of Columbia, Inc. dated August 23, 2024, for Seven (7) 2023 Dodge Charger Police RWD Vehicles with Aftermarket Equipment priced at \$48,137.00 each, which reflects a **total purchase price of \$ 336,959.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices to be sent to accountspayable@murfreesborotn.gov.
- b. Deliveries of all items for the Murfreesboro Police Department shall be made at 1004 North Highland Avenue, Murfreesboro, TN 37130. Contact person Sgt. Bobby Holloway (tel. 615-849-2673; email. 0388@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made by June 30, 2025. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid or State contract.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
- 4. <u>Warranty</u>. Unless otherwise specified, every item supplied shall meet the warranty provisions set forth by the manufacturer and bid specifications.

5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.

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

Notices to the City shall be sent to: Notices to Contractor shall be sent to:

Department: City of Murfreesboro Administration Contractor: Ford of Murfreesboro

Attention:City ManagerAttention:Attn: Jason McCulloughAddress:Post Office Box 1139Fleet Sales Manager

111 West Vine Street

Address:

Address:

Fleet Sales Manager

1550 NW Broad St

Murfreesboro, TN 37133-1139 Murfreesboro, TN 37129-1709

Murireesboro, TN 3/133-1139 Murireesboro, TN 3/129-1/09

7. <u>Taxes.</u> The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

- 8. <u>Compliance with Laws.</u> Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 9. Maintenance of Records. Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
- 10. <u>Modification</u>. This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 11. **Relationship of the Parties**. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 12. <u>Waiver</u>. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 14. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 15. Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

- 16. <u>Assignment</u>. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 17. <u>Integration</u>. This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
- 18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 19. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 20. <u>Severability</u>. Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 21. <u>Attorney Fees</u>. In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 22. <u>Iran Divestment Act of Tennessee</u>. By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to T.C.A. §12-12-106.
- 23. <u>Effective Date.</u> This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO	TT OF COLUMBIA, INC.
By:	By: Russell Moles
Shane McFarland, Mayor	Russell Moles,
	Director of Government and Fleet
APPROVED AS TO FORM: Adam 7 Tucker Adam F. Tucker, City Attorney	



Quoted To:

Captain Williams Murfreesboro Police Department

Prepared By:

Russell Alan Moles Director of Fleet & Commercial Operations

Phone: 16159716370

Fax:

Phone: 865-285-0348

Email: rmoles@cdjrcolumbia.com

Payment Terms: NET 15

Tennessee State Wide Contract # 209

(1) LDEE48 - CHARGER POLICE RWD			\$36,493.00
BASE VEHICLE & STANDARD EQUIPMENT	\$35,273.00	1	\$35,273.00
5.7L V8 HEMI MDS VVT ENGINE	\$0.00	1	\$0.00
8-SPD AUTO 8HP70 TRANSMISSION	\$0.00	1	\$0.00
*X5HD CLOTH BUCKET SEATS W/VINYL REAR	\$135.00	1	\$135.00
WHITE KNUCKLE	\$0.00	1	\$0.00
CW6 DEACTIVATE REAR DOORS/WINDOWS	\$85.00	1	\$85.00
GXQ ADDITIONAL NON-KEY ALIKE FOBS	\$175.00	1	\$175.00
LNF BLACK LEFT SPOT LAMP	\$235.00	1	\$235.00
LNX LED SPOT LAMPS	\$195.00	1	\$195.00
AWC FLEET SAFETY GROUP	\$395.00	1	\$395.00
PACK - FIXED COST & OVERHEAD	\$0.00	1	\$0.00
DRIVER DELIVERY TO CUSTOMER	\$0.00	1	\$0.00

AFTERMARKET EQUIPMENT			\$11,644.00
VALOR 44" B/W/A LIGHTBAR, PF20017B SIREN, SIREN SPEAKER, SPEAKER BRACKET, OBD CABLE 25FT	\$3,600.00	1	\$3,600.00
FEDERAL SIGNAL PUSHBUMPER	\$999.00	1	\$999.00
1 IN EACH SIDE WINDOW	\$105.00	2	\$210.00
FOR EACH REAR WINDOW	\$15.00	2	\$30.00
TWO BESIDE TAG	\$126.00	2	\$252.00
RUMBLER	\$395.00	1	\$395.00
RUMBLER BRACKET	\$46.00	2	\$92.00
B/W/A MOUNTED ON REAR DECK	\$90.00	2	\$180.00
JOTTO CONSOLE	\$327.00	1	\$327.00
JOTTO CUPHOLDER	\$41.00	1	\$41.00
MOTOROLA APX FACE PLATE	\$0.00	1	\$0.00
JOTTO ARMREST	\$49.00	1	\$49.00
JOTTO MAMBA MOUNT	\$591.00	1	\$591.00
JOTTO CAGE	\$648.00	1	\$648.00
JOTTO LOWER EXTENSION PANELS	\$61.00	1	\$61.00
JOTTO WINDOW ARMOR/DOOR PANELS	\$340.00	1	\$340.00
JOTTO BIOSEAT/FLOOR PAN/SEATBELT	\$616.00	1	\$616.00
SETINA EQUIPMENT TRAY	\$530.00	1	\$530.00
TIRE RELOCATION KIT	\$47.00	1	\$47.00
COAX/CONNECTOR	\$38.00	1	\$38.00

Reprinted 9/19/2024 Superceeded: N 2 of 3

		Unit Price	Qty	Ext. Price
UHF SALT SHAKER ANTENNA		\$68.00	1	\$68.00
EQUIPMENT DISCONNECT		\$0.00	1	\$0.00
INSTALL CUSTOMER RADIO		\$0.00	1	\$0.00
SINGLE GUN RACK FOR TRUCK HANDCUFF		\$340.00	1	\$340.00
SHOP SUPPLIES		\$150.00	0	\$0.00
INSTALLATION LABOR HOURS		\$80.00	25.5	\$2,040.00
FREIGHT CHARGE		\$150.00	1	\$150.00
Totals				
	Subtotal			\$48,137.00
	Tax			\$0.00
	Shipping			\$0.00
	Grand Total			\$48,137.00

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale
Pricing Good For Current Date & Model Year Only Subsequent Model & Option Pricing May Vary
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)
Production Lead Times Vary by Model & Options are controlled by FCA Group
Standard Color is White Unless Noted Otherwise

Reprinted 9/19/2024 Superceeded: N 3 of 3

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Amendment to the Purchase Agreement with Lonnie Cobb Ford

to Add Vehicle Equipment

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider amending the contract with Lonnie Cobb to add the installation of vehicle equipment.

Staff Recommendation

Approve the purchase and installation of aftermarket equipment on 20 police vehicles.

Background Information

Council approved the purchase of 20 new police vehicles from Lonnie Cobb on November 30, 2023. Those vehicles have arrived at the dealership and will require the installation of police equipment. The State contract allows for the installation of aftermarket equipment by the dealer for a total cost of \$286,292. Additionally, Lonnie Cobb has agreed to take 27 of MPD's patrol cars scheduled to be decommissioned, as trade-in, for a total credit of \$57,500.

This purchase is available through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

Council Priorities Served

Maintain Public Safety

Properly equipped vehicles allow officers to timely and appropriately respond to calls for service and provide other support functions.

Fiscal Impact

The net cost of this purchase, \$228,792, is funded by FY24 CIP.

Attachments

First Amendment to the Contract with Lonnie Cobb Ford, Inc.

FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF MURFREESBORO AND LONNIE COBB FORD, LLC

This First Amendment ("First Amendment") to the Contract for Purchase of Vehicles, entered into December 1, 2023 ("Contract"), is effective as of _______, 2024 ("Effective Date"), by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, and Lonnie Cobb Ford, LLC, ("Contractor"), a Tennessee limited liability company.

RECITALS

WHEREAS, on December 1, 2023, the City entered into a Contract with Contractor for the purchase of five (5) 2025 Ford Police Interceptor Utility Vehicles with admin package and options and fifteen (15) Ford Police Interceptor Utility Vehicles marked with options as listed per Contractor's Quotes and pursuant to State of Tennessee Contract Number 209/80355;

WHEREAS, due to manufacturer supply chain and inventory issues, the City would like to add the installation of required police vehicle equipment due to unavailability of such services in a timely manner with City's current contracted installation vendor;

WHEREAS, the City has identified that Contractor can provide timely installation of alternative vehicle equipment which may also be purchased pursuant to State Contract Number 209/80355; and

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

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

- 1. **Price Quote Sheets:** The Sales Quotation dated July 9, 2024 (Attachment A), for \$7,634.00 per vehicle for police equipment for 2025 Police Interceptor Unmarked Units, and Sales Quotation dated August 22, 2024 (Attachment B), for \$16,541.50 per vehicle for 2025 Police Interceptors Marked Units, and trade-in quote (Attachment C) attached hereto as Attachment A, B, and C are incorporated into the Contract by reference.
- 2. <u>Duties and Responsibilities of Contractor</u>: Section 1 of the Contract shall be amended to add the following new subsection:
 - **c.** Vehicle equipment and installation for five (5) 2025 Police Interceptor Unmarked Units for \$7,634.00 per vehicle per the Contractor's Sales Quotation dated July 9, 2024, with the equipment and accessories as listed.
 - **d.** Vehicle equipment and installation for fifteen (15) 2025 Police Interceptor Marked Units for \$16,541.50 per vehicle per the Contractor's Sales Quotation dated August 22, 2024, with equipment and accessories as listed.
 - **e.** Trade-in credit of \$57,500 will be given to the City for the trade-in of 26 used patrol cars as listed in Attachment C.
- 3. Price; Compensation; Method of Payment: Section 3.a of the Contract shall be amended to delete "a Total Price of \$893,015.00" and replaced with "a Price of \$1,179,307.50 less trade-in credit of \$57,500 for a Total Price of \$1,121,807.50," as set forth in the Price Quote Sheet dated July 9, 2024 (Attachment A) and August 22, 2024 (Attachment B), and vehicle trade-in credits listed in Attachment C. The following sections shall be added:
 - iii. Five (5) 2025 Ford Police Interceptor Equipment Packages with accessories as listed for \$7,634.00 each, for a price of \$38,170.00.
 - iv. Fifteen (15) 2025 Police Interceptor Equipment Packages with accessories as listed for \$16,541.50 each for a price of \$248,122.50.
 - v. Contractor agrees to provide City with credit of \$57,500 for 26 patrol cars as a trade-in. The list of vehicles and VINs are provided in Attachment C. Pursuant to this trade-in agreement, the Contractor agrees:
 - 1) All decals will be removed prior to resell of any of the vehicles
 - 2) Radios and camera equipment will be removed and returned to the City
 - 3) Any vehicle sold to a civilian must have all of the emergency equipment removed prior to the resell

4. <u>No Other Amendment or Modification</u>: Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.

CITY OF MURFREESBORO	LONNIE COBB FORD, LLC				
_	Steven Blackstock				
By: Shane McFarland, Mayor	Steven Blackstock, Fleet Manager				
Approxed as to form:					
Adam 7 Tucker					
Adam F. Tucker, City Attorney					



SALES QUOTATION

Steven Blackstock Fleet Services Manager 731-989-2121 office 731-234-2656 cell

AGENCY:	Murfreesboro PL)			VEHICLE INFORMATION			lcag.fleet@gmail.com
CONTACT					2025 PIU - unmarke	ed unit		
ADDRESS							DATE	7/9/2024
CITY/ST/ZP					Thank you for your in	quiry,	VALID TILL	
EMAIL					We are pleased to quote you the following: QU		QUOTE NUMBER	
				1				1
QUANTITY	ITEM NUMBER	COLOR	MFG		ITEM	INSTALL LOCATION	UNIT PRICE	EXTENDED PRICE
1.00	ILS PKG	BW - BA	Fed Sig	front and rear ILS		windshield and rear hatch	\$2,695.00	\$2,695.00
1.00	PF200H		Fed Sig	Pathfinder hand h	eld Siren w OBD cable		\$-	\$-
1.00	ESC100		Fed Sig	100 watt speaker			\$-	\$-
2.00	416900Z-BW	BW	Fed Sig	front corners		headlights	\$89.00	\$178.00
1.00	416900Z-VHB		Fed Sig	corner kit			\$10.00	\$10.00
4.00	MPS63U-BW	BW	Fed Sig	Micropulse ultra		grill	\$122.00	\$488.00
2.00	I bracket		Fed Sig	L brackets		grill	\$22.00	\$44.00
2.00	MPS63U-BA	ВА	Fed Sig	Micropulse ultra		(2) inside	\$122.00	\$244.00
2.00	XSM1-BRW-US	BW	Fed Sig	xtreme 1/4 glass light		rear quarter glass	\$109.00	\$218.00
2.00	416300-b	В	Fed Sig	round flush mount	ţ	rear bumper cover	\$73.00	\$146.00
1.00	ETTFFUT-16		Soundoff	tail light flasher		tail lights	\$128.00	\$128.00
1.00	coax			20' NMO MOTO K	(IT COAX AND ANT	roof	\$83.00	\$83.00
1.00	UP 2020 - C		American Aluminum	E/Z Vault "up" 44V	Vx24Dx8h	cargo area	\$1,650.00	\$1,650.00
							\$-	\$-
17.50	INSTALL			INSTALLATIO	N OF ACCESSORIES	6	\$100.00	\$1,750.00
QUOTE PI	RODUCED BY:				<u>-</u>	GRAND 1	TOTAL	\$7,634.00



SALES QUOTATION

Steven Blackstock Fleet Services Manager 731-989-2121 office 731-234-2656 cell

AGENCY:	Murfreesboro PI)			VEHICLE INFORMATION			lcag.fleet@gmail.com
CONTACT					2025 PIU - marked unit			
ADDRESS							DATE	8/22/2024
CITY/ST/ZP					Thank you for your inq	uiry,	VALID TILL	
EMAIL					We are pleased to quo	UOTE NUMBER		
					•			
QUANTITY	ITEM NUMBER	COLOR	MFG		ITEM	INSTALL LOCATION	UNIT PRICE	EXTENDED PRICE
1.00	53 Allegiant	BW - BA	Fed Sig	51" Valor lightbar	package with rumbler	roof	\$3,795.00	\$3,795.00
1.00	PF200		Fed Sig	Pathfinder Siren v	w OBD cable		\$-	\$-
1.00	ESC100		Fed Sig	100 watt speaker			\$-	\$-
2.00	416900Z-BW	BW	Fed Sig	front corners		headlights	\$89.00	\$178.00
1.00	416900Z-VHB		Fed Sig	corner kit			\$10.00	\$10.00
4.00	MPS63U-BW	BW	Fed Sig	Micropulse ultra		pushbumper	\$122.00	\$488.00
4.00	MPS63U-BA	BA	Fed Sig	Micropulse ultra		rear hatch (2) ouside - (2) inside	\$122.00	\$488.00
2.00	MPS63U-BW	BW	Fed Sig	Micropulse ultra		REAR DOOR	\$122.00	\$244.00
1.00	MPSL		Fed Sig	L BRACKETS		REAR DOOR	\$23.00	\$23.00
4.00	XSM1-BRW-US	BW	Fed Sig	xtreme 1/4 glass	light	rear quarter glass	\$109.00	\$436.00
1.00	ETTFFUT-16		Soundoff	tail light flasher		tail lights	\$128.00	\$128.00
1.00	DFC-PB-FPIU20		Fed Sig	pushbumper - ce	nter only	front of vehicle	\$535.00	\$535.00
1.00	DFC-TC2L		Fed Sig	pushbumper top	channel w 4 light cutouts	pushbumper	\$56.00	\$56.00
1.00	425-6512		Jotto	Contour Console	-	between front seats	\$455.00	\$455.00
1.00	425-3704		Jotto	dual cupholder		console	\$40.00	\$40.00
1.00	425-1485		Jotto	storage box		console	\$40.00	\$40.00
1.00	425-6701		Jotto	dual 12v and dua	I USB outlet plate	console	\$79.00	\$79.00
1.00	425-6260		Jotto	armrest		console	\$51.00	\$51.00
1.00	mag mic		Jotto	mag mic kit		console	\$41.00	\$41.00
1.00	PK1130ITU20TM		SETINA	space saver parti	tion w/lexan and HSEP	behind driver	\$1,020.00	\$1,020.00
1.00	QK2144ITU20		SETINA	TRANSPORT SE	AT SYSTEM	behind 2nd row seat	\$2,047.00	\$2,047.00
1.00	GK11191B1SHK		SETINA	TRAIL BLAC RAG	C DUAL GUNLOCK	front partition	\$882.00	\$882.00
1.00	425-0150		Jotto	Mamba computer	r mount	passenger side of console	\$375.00	\$375.00
1.00	coax			20' NMO MOTO F	KIT COAX AND ANT	roof	\$69.00	\$69.00
1.00	UP 2020 - C		American Aluminum	E/Z Vault "up" 44	Wx24Dx8h	cargo area	\$1,650.00	\$1,650.00
1.00	WK1491ITU20T		SETINA	WINDOW COVE	R (POLY)		\$342.00	\$342.00
1.00	DK0100ITU20		SETINA	DOOR PANEL C	OVERS		\$307.00	\$307.00
							\$-	\$-
32.50	INSTALL			INSTALLATIO	N OF ACCESSORIES		\$85.00	\$2,762.50
				·				
				•				
QUOTE PI	RODUCED BY:					GRAND TO	TAL	\$16,541.50
					=			•

Murfreesboro PD Unit

Unit #	Year	Make	Model	Miles	VIN
1711	2017	Ford	Police Interceptor Utility	119,170	1FM5K8AR7HGB22817
1714	2017	Ford	Police Interceptor Utility	113,021	1FM5K8AR5HGB22816
1724	2017	Ford	Police Interceptor Utility	112,184	1FM5K8AR7HGC62785
	2013	Ford	Police Interceptor Sedan	119,158	1FAHP2M84DG199809
	2013	Ford	Police Interceptor Sedan	111,477	1FAHP2M82DG199808
	2013	Ford	Police Interceptor Sedan	182,609	1FAHP2M85DG199804
1613	2016	Ford	Police Interceptor Utility	143,420	1FM5K8AR1GGD30562
1504	2015	Ford	Police Interceptor Utility	165,354	1FM5K8AR9FGB41527
1602	2016	Ford	Police Interceptor Utility	155,601	1FM5K8AR4GGD30555
1508	2015	Ford	Police Interceptor Utility	120,556	1FM5K8AR0FGB52013
1506	2015	Ford	Police Interceptor Utility	141,078	1FM5K8AR7FGB52011
9707	2010	Ford	Crown Victoria Interceptor	102,735	2FABP7BV4AX129048
1301	2013	Ford	Police Interceptor Sedan	126,169	1FAHP2M83DG199817
6439	2011	Ford	Crown Victoria Interceptor	104,859	2FABP7BV2BX176547
1308	2013	Ford	Police Interceptor Sedan	142,868	1FAHP2L83DG199799
1502	2015	Ford	Police Interceptor Utility	117,058	1FM5K8AR5FGB41525
1619	2016	Ford	Police Interceptor Utility	124,679	1FM5K8ARXGGD30561
1509	2015	Ford	Police Interceptor Utility	133,557	1FM5K8AR2FGB52014
1621	2016	Ford	Police Interceptor Utility	141,295	1FM5K8AR5GGD30564
1605	2016	Ford	Police Interceptor Utility	153,619	1FM5K8AR2GGD30554
1515	2015	Ford	Police Interceptor Utility	108,185	1FAHP2MK0FG144076
	2013	Ford	Police Interceptor Sedan	102,065	1FAHP2M80DG199810
	2013	Ford	Police Interceptor Sedan	123,325	1FAHP2M82DG199811
	2015	Ford	Police Interceptor Sedan	111,834	1FAHP2MK3FG102436
1563	2015	Ford	Police Interceptor Utility	113,576	1FM5K8AR7FGB41526
6441	2011	Ford	Crown Victoria Interceptor	104,135	2FABP7BVXBX172598
1739	2017	Ford	Police Interceptor Utility	135,646	1FM5K8AR0HGC86409

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Color	Notes	Price
White	A/C Weak	3,000
White	Rear bumper damage	2,500
White		3,000
Blue	Driver rear door damage	2,000
Blue	Misc dents, hood paint weak	2,000
Blue		1,500
White	Electrical issue-loses power when accelerating, CEL	2,000
White		2,000
White		2,000
White		2,500
White	Airbag light on	2,000
White	Regular rear seat	1,500
White		2,000
White	Regular rear seat	1,500
White		1,500
White		2,500
White		2,500
White		2,500
White	AC Weak, paint flaking on hood	2,000
White	AC Warm	2,000
White		2,500
Gray		2,000
Gray	Door plastic trim broken	2,000
Gray	Rear door dents	2,000
White		2,500
White	Regular rear seat	1,500
White	CEL	2,500
		57,500



Steven Blackstock - Fleet Manager - Lonnie Cobb Ford 1618 US Hwy 45N Henderson TN 38340

Murfreesboro PD Units

Unit #	Year	Make	Model	Miles	VIN	Color	Notes	Price
1711	2017	Ford	Police Interceptor Utility	119,170	1FM5K8AR7HGB22817	White	A/C Weak	3,000
1714	2017	Ford	Police Interceptor Utility	113,021	1FM5K8AR5HGB22816	White	Rear bumper damage	2,500
1724	2017	Ford	Police Interceptor Utility	112,184	1FM5K8AR7HGC62785	White		3,000
	2013	Ford	Police Interceptor Sedan	119,158	1FAHP2M84DG199809	Blue	Driver rear door damage	2,000
	2013	Ford	Police Interceptor Sedan	111,477	1FAHP2M82DG199808	Blue	Misc dents, hood paint weak	2,000
	2013	Ford	Police Interceptor Sedan	182,609	1FAHP2M85DG199804	Blue		1,500
1613	2016	Ford	Police Interceptor Utility	143,420	1FM5K8AR1GGD30562	White	Electrical issue-loses power when accelerating, CEL	2,000
1504	2015	Ford	Police Interceptor Utility	165,354	1FM5K8AR9FGB41527	White		2,000
1602	2016	Ford	Police Interceptor Utility	155,601	1FM5K8AR4GGD30555	White		2,000
1508	2015	Ford	Police Interceptor Utility	120,556	1FM5K8AR0FGB52013	White		2,500
1506	2015	Ford	Police Interceptor Utility	141,078	1FM5K8AR7FGB52011	White	Airbag light on	2,000
9707	2010	Ford	Crown Victoria Interceptor	102,735	2FABP7BV4AX129048	White	Regular rear seat	1,500
1301	2013	Ford	Police Interceptor Sedan	126,169	1FAHP2M83DG199817	White		2,000
6439	2011	Ford	Crown Victoria Interceptor	104,859	2FABP7BV2BX176547	White	Regular rear seat	1,500
1308	2013	Ford	Police Interceptor Sedan	142,868	1FAHP2L83DG199799	White		1,500
1502	2015	Ford	Police Interceptor Utility	117,058	1FM5K8AR5FGB41525	White		2,500
1619	2016	Ford	Police Interceptor Utility	124,679	1FM5K8ARXGGD30561	White		2,500
1509	2015	Ford	Police Interceptor Utility	133,557	1FM5K8AR2FGB52014	White		2,500
1621	2016	Ford	Police Interceptor Utility	141,295	1FM5K8AR5GGD30564	White	AC Weak, paint flaking on hood	2,000
1605	2016	Ford	Police Interceptor Utility	153,619	1FM5K8AR2GGD30554	White	AC Warm	2,000
1515	2015	Ford	Police Interceptor Utility	108,185	1FAHP2MK0FG144076	White		2,500
	2013	Ford	Police Interceptor Sedan	102,065	1FAHP2M80DG199810	Gray		2,000
	2013	Ford	Police Interceptor Sedan	123,325	1FAHP2M82DG199811	Gray	Door plastic trim broken	2,000
	2015	Ford	Police Interceptor Sedan	111,834	1FAHP2MK3FG102436	Gray	Rear door dents	2,000
1563	2015	Ford	Police Interceptor Utility	113,576	1FM5K8AR7FGB41526	White		2,500
6441	2011	Ford	Crown Victoria Interceptor	104,135	2FABP7BVXBX172598	White	Regular rear seat	1,500
1739	2017	Ford	Police Interceptor Utility	135,646	1FM5K8AR0HGC86409	White	CEL	2,500
								57,500

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Purchase of Verkada Security Cameras							
Department:	Police							
Presented by:	Chief Michael Bowen							
Requested Cour	ncil Action:							
	Ordinance							
	Resolution							
	Motion	\boxtimes						
	Direction	П						

Information

Summary

Consider purchase of Verkada security cameras.

Staff Recommendation

Approve the purchase of Verkada security cameras from Waypoint Business Solutions.

Background Information

The current security cameras in the Police Department building and parking lots need replacement. The new equipment will provide better quality video capabilities, will integrate with other systems in place and will meet modern cybersecurity standards.

This purchase is available for the price of \$144,965 through the TIPS cooperative contract, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of this contract. Cooperative purchasing is permitted by state statute and council resolution.

Council Priorities Served

Maintain Public Safety

Security cameras are a component of facility security.

Fiscal Impact

The proposed expense of \$144,965 is provided for in the department's FY25 operating budget.

Attachment

Contract with Waypoint Business Solutions for Purchase of Verkada Cameras

AGREEMENT BETWEEN CITY OF MURFREESBORO AND WAYPOINT BUSINESS SOLUTIONS FOR PURCHASE OF VERKADA CAMERAS

This Agreement is entered into and effective as of _______ (the "Effective Date") by and between the CITY OF MURFREESBORO, a municipal corporation of the State of Tennessee (the "City"), and WAYPOINT BUSINESS SOLUTIONS, LLC, a limited liability company of the State of Texas ("Contractor").

This Agreement consists of the following documents:

- This Document
- TIPS Contract #230302 for Security Systems Products and Services, hereinafter referred to as "TIPS Contract";
- Contractor's Proposal # AAAQ21692, dated September 24, 2024 ("Contractor's Proposal");
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the TIPS Contract; and
- Lastly, Contractor's Proposal
- 1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the goods as set forth in the Contractor's Proposal #AAAQ21692 dated September 24, 2024, and as set forth in the TIPS Contract.
- **2. Term.** The term of this Agreement shall begin on the Effective Date first listed above until the expiration of the TIPS contract on April 30, 2026. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under the Agreement is set forth in the Contractor's Proposal, which reflects a **Total Purchase Price of One Hundred Forty-Four Thousand, Nine Hundred Sixty-Five Dollars and Thirty-One Cents (\$144,965.31)**, including freight charges. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after acceptance of goods is complete.
- b. Deliveries of all items shall be made by December 31, 2024, to 1004 North Highland Avenue, Murfreesboro, TN 37130. Delivery Contact: James Beasley (tel: 629-201-5666, email: jbeasley@murfreesborotn.gov) must be notified of delivery date and time within two (2) workdays prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday. Shipping terms shall be F.O.B. factory, with freight allowed to the delivery site. Contractor shall maintain responsibility for risk of loss in transit.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Proposal. The City shall promptly perform said inspection and/or testing and notify Contractor within 72 hours of any damage or other failure of specifications.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
- **4. Warranty.** Every item supplied by Contractor shall meet the warranty requirements set by Contractor and/or the manufacturer and TIPS Contract. The warranty period begins on the date the equipment is delivered and accepted by the City.
- **5. Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- **6. Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
- 7. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of

insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon; (ii) upon request, an endorsement naming the City as an additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contactors, consultants, and agents."

8. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - 1. Procure for the City the right to continue using the products or services.
 - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither

designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro: If to the Contractor:

City Manager Waypoint Business Solutions LLC
City of Murfreesboro Attn: Daniel Sevier, Account Executive
111 West Vine Street 20333 State Highway 249 Suite 200

Murfreesboro, TN 37130 Houston, TX 77070

dsevier@waypointsolutions.com

- **10.** Compliance with Laws. Contractor agrees to comply with any applicable federal, states and local laws and regulations.
- 11. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- **12. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 13. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- **14. No Waiver of Limitations Periods.** The parties shall have and maintain any applicable limitation period provided by state law in which to provide a notice, present a claim, or initiate an action in a court of competent jurisdiction. To the extent any other provision in the documents forming this Agreement provides a shorter limitation period, the City disclaims such provision, and Contractor acknowledges such disclaimer.
- **15. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- **16. 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.
- 17. 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.

- 18. 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.
- 19. Assignment. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- **20. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- **21. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- **22. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee, or the Middle District of Tennessee, as applicable.
- **23. 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.

- **24. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- **25. Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- **26. Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- **27. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

By: | Shane McFarland, Mayor | By:


118 Vintage Park Blvd, W414, Houston, TX 77070

Phone: 832-479-8540

QUOTE

Number AAAQ21692

Date Sep 24, 2024

Bill To

Murfreesboro Police Department Matthew Stern 1004 North Highland Avenue Murfreesboro, TN 37130

Phone 615.893.1311

Email 0807@murfreesborotn.gov

Account Manager



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

Ship To

Murfreesboro Police Department Matthew Stern 1004 North Highland Avenue Murfreesboro, TN 37130

Phone 615.893.1311

Email 0807@murfreesborotn.gov

Contract

TIPS

230202

Notes:

Pricing after 10-25-24

Line	Qty	Description	Unit Price	Ext. Price
1	48	CM42 Indoor Mini Dome Camera, 256GB, 30 Days Max	\$498.04	\$23,905.92
2	5	CD52 Indoor Dome Camera, 256GB, 30 Days Max	\$854.30	\$4,271.50
3	7	CB52-E Outdoor Bullet Camera, 256GB, 30 Days Max	\$996.80	\$6,977.60
4	37	CD62 Indoor Dome Camera, 512GB, 30 Days Max	\$1,068.05	\$39,517.85
5	2	CB62-E Outdoor Bullet Camera, 512GB, 30 Days Max	\$1,281.80	\$2,563.60
6	2	CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max	\$1,424.31	\$2,848.62
7	11	CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max	\$2,564.32	\$28,207.52
8	11	1-Year CH52 Multisensor Camera License	\$426.79	\$4,694.69
9	3	CP52 Outdoor PTZ Camera, 512GB, 30 Days Max	\$2,635.56	\$7,906.68
10	2	SV23 Environmental Sensor	\$711.79	\$1,423.58
11	120	1-Year Camera License	\$141.79	\$17,014.80
12	5	CD42 Indoor Dome Camera, 256GB, 30 Days Max	\$711.79	\$3,558.95
			SubTotal	\$142,891.31
			Tax	\$0.00
			Shipping	\$2,074.00
			Total \$	144,965.31

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: 11/07/2024

Item Title: LJA Task Order (TO) – Asset Management Plan Preparation

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

Ordinance
Resolution
Motion
Direction
Information

Summary

Consider engineering services task order under the Master Services Agreement (MSA) with LJA for assistance with preparing MWRD a TDEC approved asset management plan (AMP).

Staff Recommendation

Approve the LJA Asset Management TO. The Water Resources Board recommended approval of this matter on October 22, 2024.

Background Information

The Department, through the City, was awarded \$10,115,422 in grant funds for three projects. They are the 2021 and 2023/24 Sewer Rehabilitation projects and the Hobas Pipe Rehabilitation project. To date we have been reimbursed a little over \$3M. This AMP is required by TDEC in order to receive the last 20% of the grant monies.

TDEC has provided a template as guidance for the information that should go into the plan. This AMP was not in LJA's original scope of work. Since the Department has only submitted projects related to sewer, the asset management plan will be sewer specific and will not include water or repurified water. Preparing this plan, even though it was an unknown requirement, will benefit the Department going forward as a tool in assisting staff to prioritize the sewer rehabilitation and also categorize critical infrastructure. The most critical sewer infrastructure would include large, old sewer mains under the interstate, rivers, creeks, or CSX railroad.

Council Priorities Served

Responsible budgeting

Applying for the ARP Grant and submitting the required information to receive ARP funding will reimburse the Departments Working Capital Reserves.

Fiscal Impact

The Asset Management task order expense, or \$85,000, will be funded from working capital reserves.

Attachments

LJA Asset Management Task Order



October 14, 2024 **TASK ORDER**

Ms. Valerie Smith, PE **Executive Director** Murfreesboro Water Resources Department 220 NW Broad Street Murfreesboro, Tennessee 37130

RE: Engineering Services as Related to the Asset Management Plan Murfreesboro Water Resources Department City of Murfreesboro, Tennessee LJA Task Order No. 20241014

Dear Ms. Smith,

LJA Engineering, Inc. ("LJA") is pleased to provide this proposal for the Asset Management Plan required for the Division of Water Resources (DWR) American Rescue Plan (ARP) State Water Infrastructure Grants (SWIG) funding on behalf of the Murfreesboro Water Resource Department ("Client"). This task order is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on March 4, 2021, by and between LJA Engineering, Inc. and the City of Murfreesboro ("Client").

Background

The City of Murfreesboro/Murfreesboro Water Resources Department was awarded a total grant amount of \$10,115,421.57 in the Non-Collaborative category as part of the ARP funding for The completion of an Asset municipal governments to address infrastructure needs. Management Plan is a requirement from TDEC by accepting the American Rescue Plan (ARP) grant funding.

Approach

LJA staff has coordinated with MWRD staff on how best to approach the sanitary sewer assessment and assemble the information required by TDEC as part of the ARP grant funding program as listed in the Asset Management Plan (AMP) Minimum Requirements Checklist.

MWRD's sanitary sewer system includes 17,714 manholes, 17,867 mainline segments (3,675,383 linear feet), 163 force main segments (221,781 linear feet), and 47 pump stations. The AMP generally requires the mapping of each asset, the condition assessment of each asset, identification of all critical assets, a plan showing how each fit within the expected level of service, and the development of a long-term capital improvement plan (CIP).

MWRD staffing has significant historical knowledge of the system, performed the mapping of close to 100% of the sewer system, continuously performs CCTV inspections annually, and has already developed and utilizes a CIP for sanitary sewer projects. As part of this effort, LJA will assist MWRD staffing to manage and organize the new mapping data as it is collected in the field, coordinate with MWRD staff to receive CCTV data for all pipe segments and identify segments that require new inspections, and assemble the final document that is submitted to TDEC for approval.

October 14, 2024

Page 2

The associated Scope of Services outlines the tasks to be performed to meet the approach discussed in the above narrative.

Scope of Services

TASK 1 – Kickoff and GIS Updates

- 1.1 LJA will coordinate with MWRD staff to initiate the GIS data collection. This meeting will be virtual and set at a date and time that all stakeholders are available to join. Each phase will be discussed to ensure that responsibility for all tasks needed to develop the asset management plan are clearly understood. We will also use this opportunity to discuss options for data management with GIS staff to ensure updates are applied to the master dataset.
- 1.2 LJA will develop the database schema necessary for performing Asset Management calculations for each sanitary sewer layer being analyzed. This will include database fields such as "Consequence of Failure", "Likelihood of failure", "Source of Asset Management Scoring", and "Overall Risk Score". We will submit a detailed data dictionary to MWRD GIS staff to review and provide comment on before requesting the additional fields be added to the key sanitary sewer datasets.
- 1.3 LJA will analyze all completed rehab data against base sewer layers to ensure they are all updated to show that they have been recently rehabilitated. This will be used later to update the Likelihood of Failure (LOF) scores for these assets to reflect their status as being having a low potential for failure.
- 1.4 LJA will coordinate closely with MWRD and LJA staff to gather scoring for each asset's Consequence of Failure (COF), which figures heavily in an asset's overall risk scoring. Manholes, gravity mains, pump stations, and force mains will all receive a COF score. This score will be either provided by MWRD staff and/or LJA in one of two ways: 1. COF scores will be given to individual assets on a case by case basis, or 2. MWRD Staff and LJA will provide criteria for how to apply COF scores to each asset (Example: all 6"-8" sewer pipes not under four lane roadways or railroads may receive a low Consequence of Failure score). LJA will facilitate the work of determining COF scores by meeting with MWRD staff to discuss if needed.
- 1.5 LJA will collect and incorporate MWRD Pump Station data into the asset management calculations. MWRD will provide spreadsheets and other information containing the necessary info to determine LOF scoring.

TASK 2 – CCTV Data Gathering and Analysis

- 2.1 LJA will meet with MWRD at their office to acquire all available and applicable CCTV databases whose scoring can be utilized to determine pipe condition. All data within the current CCTV software system (Wincan) will be exported in PACP format. It is expected that this will include 50%-60% of the overall MWRD gravity sewer mains. LJA will assist MWRD to export data from legacy CCTV management system in a format that can be utilized in GIS to import PACP pipe scoring.
- 2.2 Once all usable available CCTV data is obtained, it will be carefully joined to the existing sewer gravity mains GIS layer. It is expected that a percentage of inspections will not match with a corresponding mainline. LJA will review and resolve matching issues as they occur and work with MWRD staff to correct associated discrepancies. When more than one inspection exists for a single mainline pipe, LJA will prioritize the most recent, complete CCTV inspections when extracting the PACP scoring.
- 2.3 Once all available inspections have been matched with mainline pipe features, LJA will prepare a map and a list of features that are missing. If MWRD can locate additional inspection data, LJA will incorporate it as described above.

2.4 LJA will utilize all available CCTV data to calculate PACP scoring into the Asset Management field for use in updating the Likelihood of Failure score in Phase 3.

TASK 3 – Asset Management Calculations

- 3.1 LJA and GIS staff will work closely to define criteria for how to properly calculate the Likelihood of Failure for each sanitary sewer feature, given the available assessment information.
- 3.2 LJA will update LOF scores for each mainline based on factors including its rehab status, PACP scores or age.
- 3.3 LJA will update Pump Station LOF scores as per guidance from MWRD staff after review of information.
- 3.4 LJA will update LOF scores for each manhole based on factors including its rehab status, wall type, or age.
- 3.5 LJA will update LOF scores for each force main based on criteria as agreed by MWRD and LJA staff.
- 3.6 LJA will utilize the scores calculated in Task 3 to calculate final Asset Management Scoring and produce rankings. Below is an example overall risk prioritization matrix.

Likelihood of Failure	4-Very High	4	8	12	16
	3-High	3	6	9	12
	2-Medium	2	4	6	8
	1-Low	1	2	3	4
		1-Low	2-Moderate	3-Significant	4-Severe



Consequence of Failure

TASK 4 – Development of the Asset Management Plan Documentation

- 4.1 LJA staff will assemble documentation that summarizes the findings for the sewer assets. The documentation will be formatted to include appendices that should be updated periodically by MWRD as needed. The documentation will include tables, figures, graphs, and associated verbiage to convey the overall results.
- 4.2 LJA staff will provide MWRD staff with a summary GIS layer with all integrated data and associated scoring.
- 4.3 LJA staff will present the results to MWRD staff at an in-person meeting.

Client's Responsibilities

Client shall be responsible for the following items:

- MWRD provide LJA with editor access to MWRD GIS datasets via ArcGIS Portal throughout the project.
- MWRD will provide LJA with necessary GIS files and layers.
- MWRD will provide LJA with all relevant CCTV databases and associated videos in PACP export format.
- MWRD will provide pump station and associated documentation.
- MWRD will perform all field data collection.

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Compensation

We propose to provide the specific services described above to be billed hourly on a Cost-Plus Max basis at Standard Rates with a not to exceed maximum of **\$85,000**.

Any work not authorized within three (3) months of the date of this agreement will be subject to renegotiations based on current rates.

Schedule

LJA staff would immediately begin with portions of work within each Task as allowed by predecessor activities defined in the Scope of Services. As additional predecessor activities are completed, associated work outlined within this Task Order can be completed. A schedule and final completion/development of the model would be discussed and agreed by both LJA and the Client based on the flow of information and completion of required tasks.

Reimbursables and additional services

Included in the above fees are reimbursable expenses incurred on the project's behalf, including: mileage, printing, plotting, photocopies, reproduction, express mail, and/or courier services. Any regulatory agency review fees associated with plan reviews shall be the responsibility of the Client. Reimbursable expenses will be billed at cost plus ten percent (10%). LJA will bill monthly for all work performed and expenses incurred on the project's behalf. Unpaid invoices after thirty (30) days will accrue service charges at 1-1/2% per month and include any costs of collections and reasonable attorney's fees.

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October 14, 2024

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Authorization

If this proposal meets with your approval, your signature below will be sufficient authorization for LJA to commence the stated work as indicated in the above Scope of Services.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please contact me at 931.273.8999.

Sincerely,

Accepted By:
CITY OF MURFREESBORO

By:

Travis E. Wilson, PE
Vice President

Accepted By:
CITY OF MURFREESBORO

Travis E. Wilson, PE
Name: Shane McFarland
Title: Mayor
Date:

Title: Mayor

Date:

APPROVED AS TO FORM

By: Adam F Tucker

Name: Adam Tucker

Title: City Attorney

Date: 10/16/2024



ATTACHMENT B STANDARD RATE SCHEDULE (January 1, 2024 – December 31, 2024)

Principal Project Manager	PM7	\$265 to \$275
Senior Project Manager	PM6	\$230 to \$260
Project Manager V	PM5	\$190 to \$230
Project Manager IV	PM4	\$150 to \$190
Senior Project Engineer	E5	\$180 to \$230
Project Engineer IV	E4	\$160 to \$180
Project Engineer III	E3	\$150 to \$160
Project Engineer II	E2	\$140 to \$150
Project Engineer I	E1	\$135 to \$140
Staff Professional III	P3	\$125 to \$135
Staff Professional II	P2	\$115 to \$125
Staff Professional I	P1	\$100 to \$115
Senior Project Professional	P5	\$175 to \$185
Project Professional IV	P4	\$150 to \$170
Project Professional III	P3	\$140 to \$155
Project Professional II	P2	\$120 to \$135
Project Professional I	P1	\$100 to \$115
Project Coordinator III	P3	\$150 to \$165
Project Coordinator II	P2	\$135 to \$145
Project Coordinator I	P1	\$115 to \$130
Senior GIS Professional	G5	\$170 to \$200
GIS Professional IV	G4	\$140 to \$165
GIS Professional III	G3	\$130 to \$140
GIS Professional II	G2	\$115 to \$130
GIS Professional I	G1	\$95 to \$120
Senior Resident Project Representative	R5	\$165 to \$210
Resident Project Representative IV	R4	\$150 to \$165
Resident Project Representative III	R3	\$130 to \$150
Resident Project Representative II	R2	\$115 to \$130
Resident Project Representative I	R1	\$100 to \$120
Site Observer	SO	\$90 to \$105
Senior CAD Designer	C5	\$145 to \$165
CAD Designer IV	C4	\$130 to \$140
CAD Designer III	C3	\$115 to \$130
CAD Designer II	C2	\$110 to \$120
CAD Designer I	C1	\$95 to \$110
Senior Engineering Technician	T4	\$105 to \$120
Engineering Technician III	T3	\$90 to \$100
Engineering Technician II	T2	\$75 to \$85
Engineering Technician I	T1	\$65 to \$70
Project Controls Coordinator / Business Manager	A4	\$105 to \$120
Senior Administrator	A3	\$90 to \$105
Administrator II	A2	\$75 to \$85
Administrator 1	A1	\$65 to \$70

Note: Rates are subject to annual escalation at LJA's discretion to reflect increases in costs of operation, inflation, etc.

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Hobas Pipe Sewer Rehabilitation – Change Order No. 2

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider approval of a change order to rehabilitate one more Hobas sewer segment and two manholes.

Staff Recommendation

Approval of Change Order No. 2. The Water Resources Board recommended approval of this matter on October 22, 2024.

Background Information

SBW is nearing completion of the project and almost \$1M remains unused within the contract. Staff would like approval to change order in one more Hobas line segment and two sewer manholes into the project which would also require adding 100 calendar days to the project. The contract amount would essentially stay the same, \$9,944,818.

The section of Hobas sewer is adjacent to the Middle Fork of the Stones River and is in between 3 other Hobas segments rehabilitated with the project. This segment of Hobas was on the list of the "worst of the worst" Hobas line segments from our early investigations by Closed Circuit TV (CCTV), Lidar and Sonar. MWRD and LJA picked out the 'worst' for the project based on the ARP budget available and this segment missed the cut. We actually inspected this line in 2019 and 2021. The ovality was 6.70% in 2019 and 7.43% in 2021 and it is approximately 30 ft deep next to the river.

Council Priorities Served

Responsible budgeting

Using the remaining contract funds to rehabilitate an additional line could avoid a catastrophic failure in the future under an emergency situation.

Fiscal Impact

The contract amount remains at \$9,944,818; however, 100 calendar days are added to the contract times.

Attachments

- 1. LJA Letter
- 2. Change Order No. 2
- 3. Map Book Exhibit



October 14, 2024

Ms. Valerie Smith, PE Director Murfreesboro Water Resource Department 220 NW Broad Street Murfreesboro, TN 37130

RE: 2022 REHABILITATION (HOBAS) PROJECT CHANGE REQUEST NO. 2

MWRD PROJECT NO. 22090

Dear Ms. Smith:

Please find attached Change Request No. 2, which includes specifics regarding the additions and deductions of contract quantities related to the project's construction activities. The following summarizes the change items and provides a recommendation for approval.

After completing work on the original scope of the project, it is estimated that \$996,476.00 is remaining in the contract budget. By utilizing this remaining budget, Change Request No. 2 includes the additional CIPP lining of segment 039GG060 to 039GG050 and the rehabilitation of associated manholes 039GG060 and 039GG050. Change Request No. 2 also adjusts contract quantities to balance additions and deducts for all pay items encountered thus far in the project.

The net change in project scope reduced the overall contract value by \$0.12; however, due to the additional construction time needed to order and manufacture a new CIPP liner, install the CIPP liner in segment 039GG060 to 039GG050, and rehab manholes 039GG060 and 039GG050, the contract time will require an increase of 100 calendar days. The revised contract value would total \$9,944,817.74 and the revised contract end date would be extended to February 6, 2025.

LJA has reviewed the proposed changes and recommends they be approved.

Sincerely,

D. Michael Rhoten

Senior Project Manager

D. Michael Rhoten

Attachments – Change Request Form No. 2

Murfreesboro Water Resource Department

ICRF#

2

Date Issued:

10/14/2024

ITEMIZED CHANGE REQUEST FORM

Owner Contract No. Project No. 22090

Project Name:

2022 Murfreesboro Rehabilitation Project (HOBAS)

Engineer:

LIA Engineering, Inc.

Contractor:

SBW Constructors, LLC

Requested By:

Engineer

Drawing:

Problem Desc:

Adjust contract quantities to reflect final Project quantities, including adding CIPP lining of segment

039GG060 to 039GG050 and manhole rehab of manholes 039GG060 and 039GG050 to the scope.

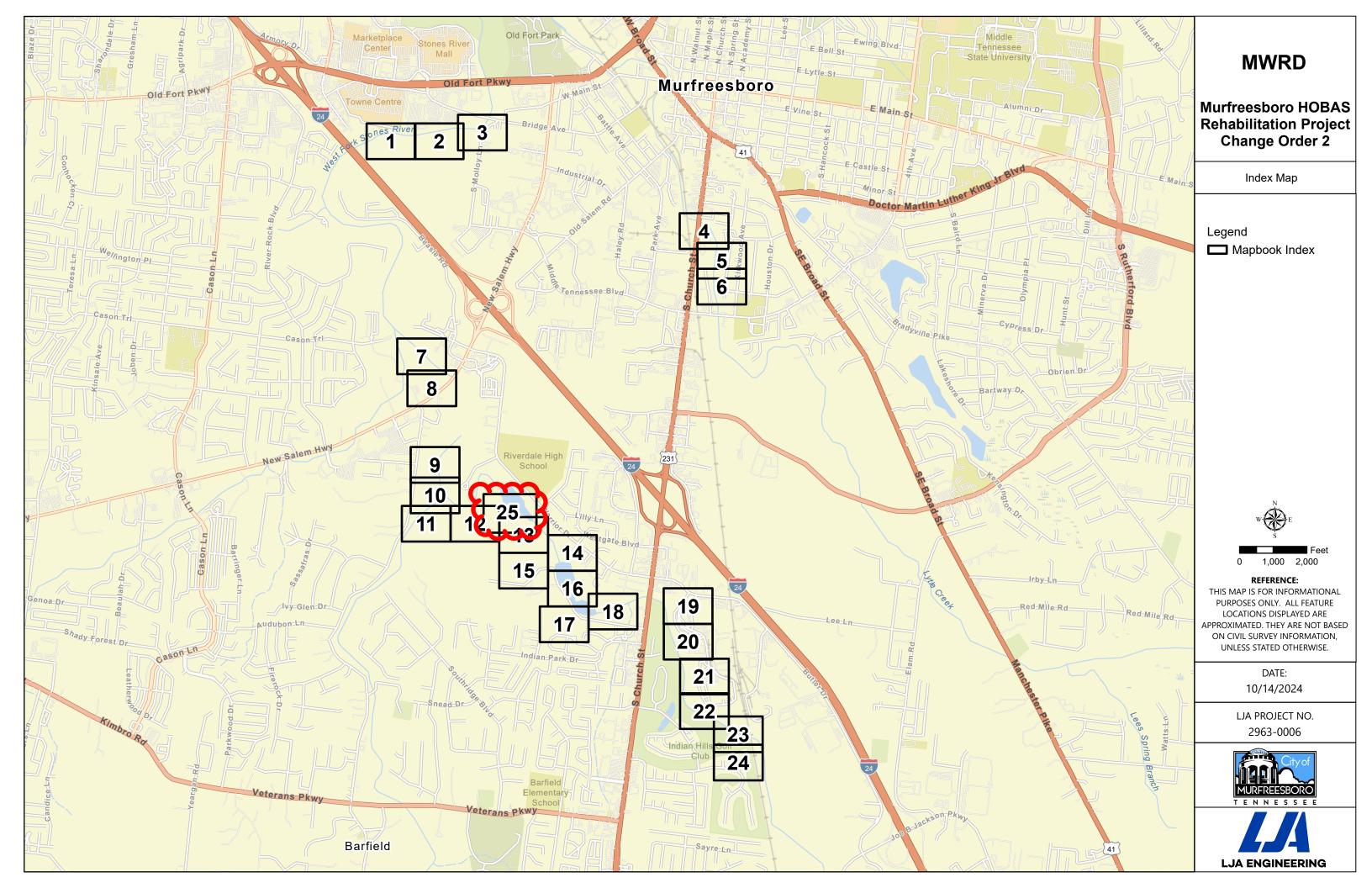
Revised Scope Description/Details

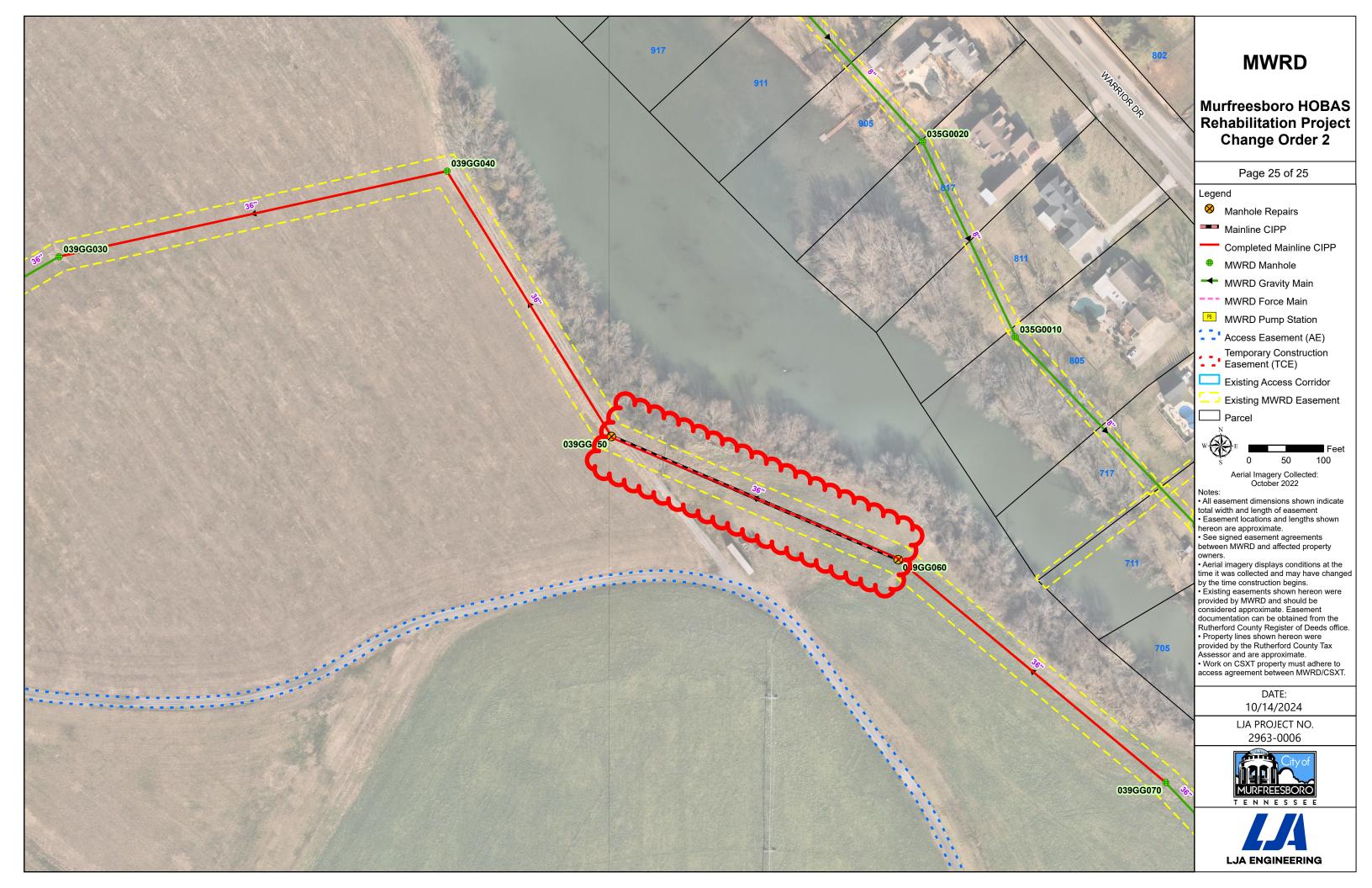
Item No.	Description	Qty	Unit	Unit Price	Item Total
ADD			L	<u> </u>	1
2c	HOBAS 36-Inch Gravity Sewer - 31.5 mm CIPP for Sanitary Sewer Mainline	8.0	LF	\$1,130.00	\$904.00
2f	HOBAS 36-Inch Gravity Sewer - 36 mm CIPP for Sanitary Sewer Mainline - Mainline Segment 039GG060 to 0039GG050 - Page 7	430	LF	\$1,100.00	\$473,000.00
2e	HOBAS 36-Inch Gravity Sewer - 34.5 mm CIPP for Sanitary Sewer Mainline	1.72	LF	\$1,250.00	\$2,150.00
3b	HOBAS 30-Inch Gravity Sewer - 27 mm CIPP for Sanitary Sewer Mainline	1.2	LF	\$1,460.00	\$1,752.00
3с	HOBAS 30-Inch Gravity Sewer - 30 mm CIPP for Sanitary Sewer Mainline	17.68	LF	\$1,370.00	\$24,221.60
4b	HOBAS Gravity Sewer Associated with CSX Railroad Existing Agreement - 36-Inch, 36 mm CIPP for Sanitary Sewer Mainline	0.2	LF	\$1,450.00	\$290.00
4d	HOBAS Gravity Sewer Associated with CSX Railroad Existing Agreement - 36-Inch, 28.5 mm CIPP for Sanitary Sewer Mainline	0.31	LF	\$1,500.00	\$465.00
9i	72-Inch Diameter Manhole Lining on 30-Inch and 36-Inch Lines (0 to 6-Feet Tall) - Bases Only - Includes Bypass and Pump Watch	5	EA	\$1,500.00	\$7,500.00
9j	72-Inch Diameter Manhole Lining on 30-Inch and 36-Inch Lines (Over 6-Feet Tall)	62.86	VF	\$1,500.00	\$94,290.00
9k	Vent Pipe - Labor and Equipment Only	1	EA	\$6,306.41	\$6,306.41
91	Vent Pipe - Materials	1	EA	\$4,304.40	\$4,304.40
	Addition to Correct Arithmetic Error in Change Order #1	1	LS	\$170.07	\$170.07
			Subtotal	of all Additions:	\$615,353.48
DEDUCT					
1a	HOBAS 48-Inch Gravity Sewer - 30 mm CIPP for Sanitary Sewer Mainline	1.2	LF	\$1,547.00	\$1,856.40
16	HOBAS 48-Inch Gravity Sewer - 33 mm CIPP for Sanitary Sewer Mainline	0.4	LF	\$1,838.00	\$735.20

1c	Pre-liner for Sanitary Sewer Mainline	630	LF	\$13.50	\$8,505.00	
2a	2a HOBAS 36-Inch Gravity Sewer, up to 36 mm CIPP - 25.5 mm CIPP for Sanitary Sewer Mainline		LF	\$985.00	\$5,319.00	
2d	HOBAS 36-Inch Gravity Sewer, up to 36 mm CIPP - 33mm CIPP for Sanitary Sewer Mainline	23.1	LF	\$1,180.00	\$27,258.00	
2g	Pre-liner for Sanitary Serwer Mainline	1000	LF	\$11.00	\$11,000.00	
2i	Service Lateral Replacement - Open Cut up to 25-Linear Feet - 6-foot to 12-foot Depth	2	EA	\$13,500.00	\$27,000.00	
2j	Pre CCTV Inspection of Service Laterals (All Mainline Diameters)	2	EA	\$2,500.00	\$5,000.00	
2k	Remove Intruding Lateral Tap or Gasket	2	EA	\$3,500.00	\$7,000.00	
3d	3d HOBAS 30-Inch Gravity Sewer - Pre-liner for Sanitary Sewer Mainline		LF	\$10.00	\$5,000.00	
5a	Mainline Grouting - Grout Leaking Joint Sections of Sewer Mainline (48-inch Diameter Pipe)	49	Gal	\$1,200.00	\$58,800.00	
5c	Mainline Grouting, Grout Leaking Joint Sections of Sewer Mainline (30-inch Diameter Pipe)	100	Gal	\$1,200.00	\$120,000.00	
6a	Cash Allowances - CSX Support Services Allowance	60	EA	\$3,600.00	\$216,000.00	
7a	Additional Work if Ordered by Owner - Trips to Haul Sewage Debris offsite	50	EA	\$2,050.00	\$102,500.00	
8a	Construction Contingency	0.0456	LS	\$425,000.00	\$19,380.00	
	Subtotal of all Deducts:					
					\$9,945,158.00	
	ORIGINAL CONTRACT VALUE					
	REVISED CONTRACT VALUE AFTER CHANGE CONTROL #1					
	REVISED CONTRACT VALUE AFTER CHANGE ORDER #1					
	REVISED CONTRACT VALUE AFTER CHANGE ORDER #2					

Contractor Acknowledgement:					
□ No Change in Contract Amount is required.	V	A Change in Contract Amount is required:	-\$0.12		
☐ No Change in Contract Time is required.	Ø	A Change in Contract Time is required:	Add 100 Days		
D. Michael Rhoten Architect / Engineer / Inspector / RPR		Jem Wills Contractor			
Approve As To Form		Proceed with Execution			
Signed by: Adam 7 Tucker		Yes No			
43A2035E5TF9Adam Tucker, City Attorney		Owner's Representative	7		

Distribution: Engineer, Owner; Central Files





COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Revised Holidays Policy No. 1008

Department: Administration

Presented by: Darren Gore, City Manager

Requested Council Action:

Ordinance	
Resolution	
Motion	\boxtimes
Direction	
Information	

Summary

Consider revision to Holidays Policy No. 1008

Staff Recommendation

Approve revision to Holidays Policy No.

Background Information

Under the current Holidays Policy, all full-time City employees receive designated official holidays. The updated policy now includes Juneteenth as an additional official holiday, aligning with both federal and state legislation.

Council Priorities Served

Establish a strong City brand.

Incorporating Juneteenth into the City's Holidays Policy not only aligns with federal and state observances but also enhances employee benefits, strengthening the City's recruitment and retention efforts.

Fiscal Impact

The fiscal impact of adding Juneteenth as a holiday improves the City's employee recruitment and retention efforts.

Attachments

Holidays Policy No. 1008

Employee Handbook

Policy No: 1008

Policy: Holidays

Effective Date: 11-07-2024

Supersedes Section No: 1008 Dated: 02-04-2016

1 Eligibility for Paid Holidays

1.1 A full-time employee is eligible for paid holidays beginning on the date of employment.

2 Holidays Defined

2.1 The following holidays are official holidays for all full-time City

employees:

New Year's Day

Martin Luther King Day

President's Day Memorial Day Juneteenth

Independence Day

Labor Day Veteran's Day Thanksgiving Day

Friday following Thanksgiving Day

Christmas Eve Day Christmas Day

2.2 Where the date of a holiday varies from year to year, the date of the holiday shall

be the date specified by Tennessee law. When the holiday falls on a Saturday, the legal holiday is usually recognized on Friday. If the holiday falls on a Sunday, the legal holiday is usually recognized on the following Monday. If Christmas Eve Day or Christmas Day falls on Saturday or Sunday, the City Holidays for Christmas Eve Day and Christmas Day are recognized on the preceding Friday or the following Monday.

3 Employees not scheduled to work on City Holidays

3.1 All full-time employees, except those scheduled to maintain essential City operations as determined by the City Manager, shall not work on City Holidays and shall receive Holiday Pay for the Holiday.

4 Non-exempt employees scheduled to work on City Holidays

- 4.1 All non-exempt employees scheduled to work on a City Holiday shall be eligible to earn Holiday Pay or Holiday Time-off ("floating holiday") if and only if they work the entire scheduled workday or shift. The Holiday Pay or floating holiday shall be in addition to regular compensation.
- 4.2 Holiday Pay or Holiday time-off shall be earned as follows:

Work Shift
7.5 hours
7.5 hours
8.0 hours
8.0 hours
10.0 hours
24.0 hours
Other
Holiday Pay or Time-Off
7.5 hours
8.0 hours
12.0 hours
Not to exceed 8.0 hours

4.3 Floating holidays shall be scheduled on the same basis as vacation leave.

5 Exempt Employees scheduled to work on City Holidays

5.1 All exempt employees scheduled to work on a City Holiday shall be eligible for Holiday Time-off in addition to their regular compensation. Holiday Time-off ("floating holiday") shall accrue if and only if the employee works the entire scheduled workday or shift on the City Holiday. Floating holidays shall be scheduled for use on the same basis as vacation leave.

6 Payment for floating holidays

6.1 An employee may be paid for accrued floating holidays only upon termination. The time may also be used for "running out" benefit hours immediately preceding the commencement of retirement benefits.

7 Holiday Occurring on Regular Day Off or During

7.1 If a City Holiday occurs on an employee's regular day off or during an employee's paid leave (e.g. vacation, FMLA), the employee is paid Holiday Pay for the day and is not required to use paid leave for the absence from work.

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title: Revised Holidays Policy No. 1008

Department: Administration

Presented by: Darren Gore, City Manager

Requested Council Action:

Ordinance	
Resolution	
Motion	\boxtimes
Direction	
Information	

Summary

Consider revision to Holidays Policy No. 1008

Staff Recommendation

Approve revision to Holidays Policy No.

Background Information

Under the current Holidays Policy, all full-time City employees receive designated official holidays. The updated policy now includes Juneteenth as an additional official holiday, aligning with both federal and state legislation.

Council Priorities Served

Establish a strong City brand.

Incorporating Juneteenth into the City's Holidays Policy not only aligns with federal and state observances but also enhances employee benefits, strengthening the City's recruitment and retention efforts.

Fiscal Impact

The fiscal impact of adding Juneteenth as a holiday improves the City's employee recruitment and retention efforts.

Attachments

Holidays Policy No. 1008

Employee Handbook

Policy No: 1008

Policy: Holidays

Effective Date: 11-07-2024

Supersedes Section No: 1008 Dated: 02-04-2016

1 Eligibility for Paid Holidays

1.1 A full-time employee is eligible for paid holidays beginning on the date of employment.

2 Holidays Defined

2.1 The following holidays are official holidays for all full-time City

employees:

New Year's Day

Martin Luther King Day

President's Day Memorial Day Juneteenth

Independence Day

Labor Day Veteran's Day Thanksgiving Day

Friday following Thanksgiving Day

Christmas Eve Day Christmas Day

2.2 Where the date of a holiday varies from year to year, the date of the holiday shall

be the date specified by Tennessee law. When the holiday falls on a Saturday, the legal holiday is usually recognized on Friday. If the holiday falls on a Sunday, the legal holiday is usually recognized on the following Monday. If Christmas Eve Day or Christmas Day falls on Saturday or Sunday, the City Holidays for Christmas Eve Day and Christmas Day are recognized on the preceding Friday or the following Monday.

3 Employees not scheduled to work on City Holidays

3.1 All full-time employees, except those scheduled to maintain essential City operations as determined by the City Manager, shall not work on City Holidays and shall receive Holiday Pay for the Holiday.

4 Non-exempt employees scheduled to work on City Holidays

- 4.1 All non-exempt employees scheduled to work on a City Holiday shall be eligible to earn Holiday Pay or Holiday Time-off ("floating holiday") if and only if they work the entire scheduled workday or shift. The Holiday Pay or floating holiday shall be in addition to regular compensation.
- 4.2 Holiday Pay or Holiday time-off shall be earned as follows:

Work Shift
7.5 hours
7.5 hours
8.0 hours
8.0 hours
10.0 hours
24.0 hours
Other
Holiday Pay or Time-Off
7.5 hours
8.0 hours
12.0 hours
Not to exceed 8.0 hours

4.3 Floating holidays shall be scheduled on the same basis as vacation leave.

5 Exempt Employees scheduled to work on City Holidays

5.1 All exempt employees scheduled to work on a City Holiday shall be eligible for Holiday Time-off in addition to their regular compensation. Holiday Time-off ("floating holiday") shall accrue if and only if the employee works the entire scheduled workday or shift on the City Holiday. Floating holidays shall be scheduled for use on the same basis as vacation leave.

6 Payment for floating holidays

6.1 An employee may be paid for accrued floating holidays only upon termination. The time may also be used for "running out" benefit hours immediately preceding the commencement of retirement benefits.

7 Holiday Occurring on Regular Day Off or During

7.1 If a City Holiday occurs on an employee's regular day off or during an employee's paid leave (e.g. vacation, FMLA), the employee is paid Holiday Pay for the day and is not required to use paid leave for the absence from work.

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Personal Days Policy No. 1007
Department:	Administration
Presented by:	Darren Gore, City Manager
Requested Coun	cil Action:
	Ordinance

Ordinance □
Resolution □
Motion □
Direction □
Information □

Summary

Consider approval of New Personal Days Policy No. 1007

Staff Recommendation

Approve new Personal Days Policy No. 1007

Background Information

The Personal Days Policy No. 1007 provides full-time employees with five (5) PTO days per calendar year. Eligible new hires receive five days upon joining and on each subsequent anniversary. Current eligible employees will receive five days on their anniversary, beginning December 1, 2024.

This Personal Days Policy supplements existing vacation and sick leave policies. It enables newly hired employees to start with "frontloaded" days, addressing the need for accessible time off. Additionally, the policy enhances annual leave offerings, aligning with best practices and statewide standards for employee benefits.

Council Priorities Served

Establish a strong City brand

Offering additional personal time off enhances our benefits package, supporting both recruitment and retention efforts while fostering job satisfaction and employee well-being.

Fiscal Impact

Providing additional personal time helps reduce labor costs by improving employee retention and strengthening recruitment efforts.

Attachments

Personal Days Policy No. 1007

Employee Handbook

Policy No: 1007

Policy: Personal Days Policy

Effective Date: 12/01/2024

1 Purpose

1.1 The Personal Time Off Policy provides employees with personal time off (PTO) each calendar year that may be scheduled and taken with the approval of the department head or designee(s).

2 Eligibility

- 2.1 All full-time employees are eligible for personal days immediately upon hiring.
- 2.2 Part-time, temporary, seasonal, or contract employees are not eligible for personal days.

3 Assignment and Usage

3.1 Personal days shall be issued as follows:

Work Shift	Week	Personal Days
7.5 hours	37.5 hours	5 days
8 hours	40 hours	5 days
10 hours	40 hours	4 days
24 hours	[tour – see MFRD policy]	2. 5 shifts
Other		Not to exceed 5 days

- 3.2 Qualified new employees will receive five (5) personal days upon hire and on their subsequent anniversary dates.
- 3.3 Qualified current employees will receive five (5) personal days annually on their anniversary date.
- 3.4 Personal days must be used within one (1) year of the date received; unused days will be forfeited.

3.5 Unused personal days will be forfeited and will not be paid out to any employee leaving City service.

4 Request Procedure

- 4.1 Employees should request personal days as early as possible, preferably with at least three (3) days notice or consistent with department policy.
- 4.2 Requests for personal days must be submitted through the City's time-off management system.
- 4.3 Approval of personal day requests is subject to operational needs, department policy, and management discretion.

5 Approval Process

- 5.1 Personal day requests will be reviewed and approved by the employee's direct supervisor.
- 5.2 In the event of a conflict with other employees' time-off requests, priority will be given based on the timing of the request, business needs, or department policy.

6 Paid Status

- 6.1 Personal days are paid at the employee's regular rate of pay.
- 6.2 Employees must be actively employed to use personal days; personal days cannot be used during the notice period after resignation or termination unless required by law.

7 Record Keeping

- 7.1 The Payroll department will track and maintain records of personal days taken by employees.
- 7.2 It is the employee's responsibility to ensure their personal day usage is accurately recorded.

8 Abuse of Policy

8.1 Abuse of the Personal Time Off Policy, including excessive or unapproved absences, may result in disciplinary action up to and including termination of employment.

9 Exceptions

9.1 Any exceptions to this policy must be approved by the Department Head and the Director of Human Resources.

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

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Item Title:	Amended City Attorney Employment Agreement					
Department:	Council	Council				
Presented by:	Shane McFarland, Mayor					
Requested Council Action:						
	Ordinance					
Resolution						
	Motion	\boxtimes				
	Direction					

Summary

Consider an amended employment agreement with City Attorney Adam Tucker

Information

Staff Recommendation

Approve amended City Attorney employment agreement.

Background Information

Given recent appointments of a new City Manager and new City Recorder and the terms and conditions of their respective employment agreements, an amended City Attorney employment agreement consistent with the City Manager and City Recorder is appropriate to maintain consistency and parity.

The attached employment agreement mirrors the recently approved City Recorder employment agreement by incorporating the following two material items:

- Section 7.2 that states employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event Employee is separated from Employer's employment, either voluntarily or involuntarily, Employee will be compensated for all accrued vacation and sick time, all paid holidays, and other benefits accrued to that date.
- Section 8.5 states that upon termination of this Agreement for any reason other than termination by the City for cause, Employee will be eligible for benefits under the City's retiree health insurance program (generally referred to as Employer's Other Than Pension Benefits ("OPEB")) on the same term as other eligible former employees, provided prior to Employee's separation of employment, Employee has been employed by the City in any capacity for at least 15 years or is at least 62 years of age.

Additionally, and as consistent with the City Manager and City Recorder employment agreements, the City Attorney's amended agreement removes

the residency requirement.

All other terms and conditions remain consistent with the City Attorney's original employment agreement.

Fiscal Impact

The salary and benefits to be paid under the agreement are budgeted for in the City's FY2025 budget.

Attachments

Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of the last date signed below ("Effective Date") by and between the City of Murfreesboro, a Tennessee municipal corporation ("Employer"), and Adam Tucker ("Employee").

- 1. **Term.** This Agreement supersedes and replaces in its entirety the Employment Agreement between Employer and Employee made and effective as of August 17, 2018. This Agreement will remain in full force and effect from the Effective Date until terminated by Employer or Employee as provided herein.
- 2. Licensure and Certification. Employee warrants that Employee is licensed to practice law in the State of Tennessee without limitation. Employee must and agrees to maintain Employee's license to practice law in good standing throughout the term of this Agreement as a condition of employment.
- 3. Applicable Law. For purposes of this Agreement, the term "Applicable Law" means all laws pertinent, relevant, or governing a particular person, office, conduct, action, transaction, document, subject, power, duty, or responsibility, including all pertinent, relevant, or governing common law and equitable principles, state and federal statutes, rules, and regulations, the Charter Laws of the City of Murfreesboro ("Charter"), the Murfreesboro City Code ("City Code"), and non-codified ordinances and resolutions adopted by the Murfreesboro City Council.

4. Duties and Authority.

- 4.1 Employer employs the Employee as City Attorney to perform the duties specified in Section 66 of the Charter and to perform other legally permissible and proper duties and functions of the position, including Employer's job description for the City Attorney position.
- 4.2 Employee shall manage all other employees of Employer's Legal Department consistent with the policies of the governing body and Employer's ordinances and charter.
- 4.3 Employee shall direct, assign, reassign, evaluate, and terminate, as appropriate, employees of Employer's Legal Department consistent with Employer's policies and Applicable Law. policies, ordinances, charter, state, and federal law..
- 4.4 All duties assigned to Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- 4.5 Employee will perform the duties of City Attorney with reasonable care, diligence, skill and expertise, and all duties assigned to Employee by City Council will be appropriate to and consistent with the professional role and responsibility of Employee.

- 4.6 Employee or Employee's designee shall attend and be permitted to attend all public meetings of the City Council, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement or any amendment thereto.
- 4.7 Employer cannot reassign Employee to another position without Employee's express written consent. Absent the Employee's written consent, Employee's reassignment to another position shall constitute termination without cause under Section 10.1.2 of this Agreement.

5. Compensation.

- 5.1 Employer agrees to pay Employee an annual base salary of \$207,171.38, payable in installments at the same time that the other City employees are paid ("Initial Salary"). After the Effective Date, this Agreement will be automatically amended to reflect any salary adjustments that are provided or required by Employer's compensation policies to include all salary adjustments on the same basis as applied to all other City employees.
- 5.2 On an annual basis, Council will consider an increase in Employer's compensation. Such increase may be in the form of a salary increase, performance incentive, an increase in benefits, or a combination of methods but shall at least be the economic equivalent to that applied to the executive classification of employees, if any, and if not to that applied to all other City employees.
- 5.3 At any time during the term of the Agreement, Employer may in its discretion review and adjust the salary of Employee, but in no event may Employee be paid less than the Initial Salary of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, will be made pursuant to a lawful action of City Council, and in which case Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.
- 5.4 Except as otherwise provided in this Agreement, Employee is entitled, at a minimum, to the highest level of benefits enjoyed by and available to other employees, department heads or general employees of Employer as provided by Employer's policies, the Charter, Ordinances, personnel rules and regulations, or other practices.

6. Health, Disability and Life Insurance Benefits.

6.1 Employer agrees to provide and to pay the City's portion of the premiums for health, vision, and dental insurance for Employee and his dependents, long-term disability insurance, and life insurance that are at least equal to that which is provided to all other employees of the City. In the event no such plan exists, Employer agrees to provide coverage for Employee and dependents in a manner mutually agreed upon by Employer and Employee.

6.2 Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by Employee, the cost of which will be paid by Employer.

7. Vacation and Sick Leave.

- 7.1 Upon commencing of this Agreement, Employee will maintain all sick leave and vacation leave hours accrued as of the Effective Date and continue to accrue vacation and sick leave in accordance with Employer's standard leave accrual policies. In addition, recognizing that Employee during the Term of this Agreement is forgoing opportunities to vest in a defined benefit plan offered by other state and local governmental entities, Employee will also accrue at the beginning of each month a supplemental vacation leave accrual of hourly units that is equal to Employee's annual salary multiplied by .0001 and rounded to the next highest whole number ("Supplemental Vacation Accrual").
- 7.2 Employee is entitled to accrue all unused vacation and sick leave, without limit, and in the event Employee is separated from Employer's employment, either voluntarily or involuntarily, Employee will be compensated for all accrued vacation and sick time, all paid holidays, and other benefits accrued to that date.

8. Retirement Accounts.

- 8.1 Employee is currently vested in Employer's defined contribution plan, and Employer agrees that it will continue to make all the appropriate contributions on Employee's behalf in accordance with the terms of Employer's defined contribution plan and this agreement.
- 8.2 Employer will keep in force all necessary agreements provided by Mission Square or another similar plan administrator, required to administer a 401(a) and 457 deferred compensation plan for Employee's continued participation.
- 8.3 Employer further agrees that it will enroll Employee into any state or local retirement system in which Employer elects to participate in the future and make all the appropriate contributions on Employee's behalf.
- 8.4 To the extent permitted by Employer's plan and consistent with IRS statutes or rules, Employer will contribute, on a quarterly basis, on behalf of Employee a dollar value equal to Employee's unused Supplemental Vacation Accrual hourly units multiplied by the factor of Employee's base salary divided by 2080, but not more than the permitted maximum contribution. Upon contribution to Employee's 401(a) plan account, Employee's Supplemental Vacation Accrual will be reduced by the number of hourly units converted for purposes of contribution to the 401(a) plan. If the total amount of Employee's Supplemental Vacation Accrual requested by Employee to be contributed on his behalf to Employee's 401(a) plan account exceeds the constraints or contribution limits of Employer's 401(a) plan, Employee shall have the option at the end of each calendar year of converting

- some or all of his Supplemental Vacation Accrual to either regular vacation leave or cash to be paid to Employee as taxable compensation.
- 8.5 Upon termination of this Agreement for any reason other than termination by the City for cause, Employee will be eligible for benefits under the City's retiree health insurance program (generally referred to as Employer's Other Than Pension Benefits ("OPEB")) on the same term as other eligible former employees, provided prior to Employee's separation of employment, Employee has been employed by the City in any capacity for at least 15 years or is at least 62 years of age.

9. General Business Expenses.

- 9.1 8.1. Employer agrees to budget and pay for licensing fees or charges that are required of lawyers to practice law in the State of Tennessee and professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These include: the International Municipal Lawyers Association (IMLA), the Tennessee Municipal Attorneys Association (TMAA), the American Bar Association, the Tennessee Bar Association, and the Rutherford/Cannon County Bar Association.
- 9.2 Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the IMLA Annual Conference, TMAA conferences, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- 9.3 Employer also agrees to budget and pay for tuition, travel, and subsistence expenses of Employee for short courses, institutes, and seminars as approved by Employer that are necessary for the Employee's professional development and maintenance of the Employee's required licensure and certification and for the good of the Employer.
- 9.4 Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and benefit Employer, and therefore agrees to reimburse or to pay these general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and policies.
- 9.5 Employer acknowledges the value of having Employee participate in local civic clubs or organizations. Accordingly, Employer will pay for the reasonable

- membership fees and dues to enable Employee to become an active member in local civic clubs or organizations.
- 9.6 Recognizing the importance of reliable communication and maximum productivity, Employer will provide Employee a laptop computer, mobile phone, tablet computer, software, and internet connection at Employee's permanent residence, all beneficial for Employee to perform his duties and to maintain communication with staff and officials as well as other individuals who are doing business with Employer. Employee agrees not to use these devices for his personal benefit. Upon termination of this Agreement, this equipment will become the property of Employee, and, at Employee's discretion, the mobile phone number will be transferred to Employee.
- 9.7 The Employer shall reimburse Employee for any business use of his personal vehicle in accordance with standard policies established by the Employer from time to time for the benefit of its employees.

10. Termination.

- 10.1 This Agreement terminates in the event of the following:
 - a. The majority of the City Council meets in accordance with Tennessee law and votes to terminate Employee with cause as provided in Section 10.4; or
 - b. The majority of the City Council meets in accordance with Tennessee law and votes to terminate Employee without cause, cause being hereinafter defined in Section 10.4.
- 10.2 In addition, Employee shall have the right, in Employee's sole discretion, to declare this Agreement terminated in the event of any of the following:
 - a. The City Council, citizens of Murfreesboro, or the General Assembly amends any provisions of the Charter, statutes, or Ordinances pertaining to the role, powers, duties, authority, responsibilities of Employee's position and that substantially changes the form of government;
 - b. Employer reduces the base salary, compensation, or any other financial benefit of Employee;
 - c. Employee resigns following an offer to accept resignation without cause, as hereinafter defined, whether formal or informal, by Employer as representative of the majority of the City Council, in which case Employee may declare a termination occurs as of the date of the offer or thereafter; or
 - d. This Agreement is breached by Employer and after a 30-day cure period; provided however, a written notice of a breach of contract will be provided in accordance with the provisions of the section addressing notices.
- 10.3 If this Agreement is terminated pursuant to section 10.1.b, 10.2.a, 10.2.b, 10.2.c, or 10.2.d, Employee will receive the following:

- a. Salary continuation equal to nine months' salary at the then current rate of pay, which will be paid, at Employee's option, in a lump sum or in a continuation of salary on the existing biweekly basis ("Severance"), subject to all applicable federally required withholding deductions for compensation.
- b. Accrued vacation and sick leave, at Employee's option, will be (i) taken as salary continuation prior to Severance; (ii) paid to Employee in a lump sum; (iii) contributed in the amount designated by Employee to Employee's 457 account as that retirement plans permit; or (iv) any combination of these methods.
- c. Employer will pay the City's portion of health and dental insurance for Employee and all dependents for a period of nine months following termination at Employer's expense after which time.
- d. Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); provided, however, such coverage will cease at the time Employee and all dependents become covered under another health and dental insurance plan.
- e. If Employee is participating in the Employer's Defined Contribution Plan and termination occurs prior to Employee vesting in the Defined Contribution Plan, Employer agrees to contribute to Employee's account or accounts in the plan equal to the amount of Employer's contributions up through the date of termination and including any severance period. Employer agrees to pay to Employee the amount equal to the Employer's contribution to the plan from other City funds in a lump sum as taxable compensation grossed up such that Employee receives the amount equal to Employer's contribution to the plan.
- 10.4 Employer may terminate this Agreement for cause. If the Employer declares cause for termination based on "Employee's substantial breach of this Agreement" as hereinafter provided, Employer must first give Employee a 30-day notice and cure period. Employer may relieve Employee of some or all of his duties during such 30-day notice and cure period. During this notice and cure period, the Employee shall have an opportunity to cure the substantial breach. If the substantial breach is cured within the 30-day period, the Employer may not use the substantial breach as a basis for terminating the Agreement; however, this does not waive the Employer's right to reassert another occurrence of the substantial breach of this Agreement as a future reason for termination, subject to the terms of this required notice and cure period. Upon such termination, Employer shall be released from the obligations of Section 10.3.a and 10.3.c; provided, however, COBRA benefits will be offered in accordance with federal law. For purposes of this Agreement, "cause" shall include, without limitation, the following:
 - a. Employee refuses to perform, or does not perform, in a normal business manner his duties of employment with Employer, provided, however, refusal or failure to perform to such duties shall not constitute cause where

- performance of the duties could reasonably be viewed as a violation of the Tennessee Supreme Court's Rules of Professional Conduct or other applicable law;
- b. Employee fails or refuses to obey and comply with the instructions, rules and regulations of Employer as promulgated by the City Council, respecting the operations of Employer.
- c. Employee engages in any unlawful conduct in connection with his duties of employment with Employer, is guilty of any acts of dishonesty in connection therewith, is convicted of a felony, is convicted of a misdemeanor involving moral turpitude, dishonesty, theft or unethical business conduct, or engages in any conduct clearly detrimental to the business of Employer;
- d. Except as otherwise protected by applicable state or federal law, Employee is abnormally absent from the workplace for reasons other than reasonable periods of remote work, approved vacation periods, business trips, sick leave, or other periods common to his position without permission of Employer;
- e. Loss of license to practice law in Tennessee as a result of disciplinary action taken against Employee by the Tennessee Board of Professional Responsibility;
- f. Employee fails to fully cooperate in any investigation by Employer;
- g. Employee engages in any gross misconduct; or
- h. Employee's substantial breach of this Agreement.
- 10.5 If, in the opinion of Employer, Employee, because of physical or mental illness or incapacity, shall become unable to perform substantially all of the duties and services required of him under this Agreement for a period of 60 business days in the aggregate during any 12-month period, Employer may, upon at least 10 days' prior written notice given at any time after the expiration of such 60-day period, notify Employee of its intention to terminate this Agreement for cause, unless such termination in such instance is otherwise prohibited by applicable state or federal law.
- 11. **Resignation.** In the event that Employee voluntarily resigns his position with Employer, Employee will provide a minimum of a 60-day notice unless Employer and Employee agree otherwise. Employee shall not use accrued vacation leave during such notice period unless the parties agree otherwise. Termination of this agreement by Employee pursuant to Sections 10.2.a, 10.2.b, 10.2.c, or 10.2.d does not constitute a voluntary resignation and instead is to be governed by the terms of Section 10

12. Performance Evaluation.

- 12.1 Employer may annually review the performance of Employee in June, July, or August subject to a process, form, criteria, and format fairly established and reasonably agreed upon by City Council and Employee.
- 12.2 The annual evaluation process may include a discussion of the achievements during the prior evaluation period as well as a discussion and establishment of goals and objectives for the next evaluation period.
- 12.3 In the event Employer modifies an evaluation process or measure such that a new or different performance expectation is established, Employee will be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

13. Hours of Work.

- 13.1 Recognizing that Employee must devote a great deal of time outside the normal office hours on business for Employer and that Employee will when traveling continue to conduct much of the business of Employer, to that end Employee has the discretion to establish an appropriate work schedule provided the schedule is appropriate to the needs of Employer and sufficient for Employee to faithfully perform her assigned duties and responsibilities.
- 13.2 Employee will devote full time and effort to the performance of the Employee's duties and shall remain in the exclusive employ of Employer during the term of this Agreement; provided that, with the prior consent of the Employer, the Employee may accept temporary, outside professional employment which will not in any way interfere with the performance of, or Employee's availability for the performance of, Employee's duties hereunder. Employer encourages Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney client privilege to make use of and share data and information with relevant persons and groups, and encourages Employee to participate in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of Employee to perform Employee's Duties. The term "outside professional employment" means professional services provided to third parties for which Employee is compensated and which are performed on Employee's time off.
- 13.3 Unless prohibited by law or ethical requirements, the Employee may offer pro bono services in conjunction with the requirements of the State Bar of Tennessee without violating this Agreement.
- 14. Ethical Commitments. Employee shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office with Employer, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or

misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the City Council nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit.

15. Outside Activities. The employment provided for by this Agreement will be Employee's primary employment activity. Recognizing, however, that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

16. Indemnification.

- Beyond that required under federal, state or local law, Employer must defend, save harmless, and fully indemnify Employee against any obligation to pay money or perform or refrain from performing actions, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any third party tort action, professional liability claim, or demand or any other threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton misconduct. If the provision of legal representation by the Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at the Employer's expense, and the Employer may not unreasonably withhold approval of such request. Legal representation, provided by Employer for Employee, will extend until a final determination of the legal action including any and all appeals. In the event independent legal representation is provided by the Employer, any settlement of any claim against Employee may not be made without prior approval of the Employer, which shall not be arbitrarily or capriciously withheld.
- 16.2 Employer must indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any third party claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless the act or omission involved willful or wanton misconduct. Any settlement of any claim must be made with prior approval of Employer. Employee recognizes that

Employer has the right to compromise provided no fault, guilt, or reputational denigration falls upon Employee.

- 16.3 Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness, or advisor to Employer unless the action is brought by Employer against Employee. Such expense payments survive the termination of this Agreement for any reasons and continue beyond Employee's service to Employer as long as litigation is pending.
- After termination of this Agreement, Employer agrees to pay Employee reasonable 16.4 consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.
- 17. **Bonding.** Employer bears the full cost of any fidelity or other bonds required of Employee under any law or ordinance.
- 18. **Appropriation.** Employer has appropriated, set aside, or encumbered, and does hereby appropriate, set aside, and encumber, or will appropriate, set aside, or encumber as necessary to make available funds of the municipality in an amount sufficient to fund and pay all financial obligations of Employer set forth herein.
- 19. **Dispute Resolution.** Any dispute regarding this Agreement shall be resolved by binding arbitration conducted under the applicable rules of the American Arbitration Association ("AAA"). The parties shall agree upon an arbitrator who shall be an experienced attorney in Tennessee. Should the parties be unable to agree upon an arbitrator within 30 days of a party's notice of arbitration, the matter shall be submitted to AAA for assignment to an AAA arbitrator. Nothing in this section shall be deemed to preclude Employee from initiating an administrative proceeding or filing a lawsuit in a court of competent jurisdiction against Employer for any alleged violation of state or federal statute or regulation.
- 20. **Notices.** Notice pursuant to this Agreement will be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

If to Employee: If to Employer:

At the address provided by Employee to the Employer's Human Resources

Department

Mayor

City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

Notice is deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

21. **General Provisions.**

Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by

- Employer. Any prior discussions or representations by or between Employer and Employee are merged into and rendered null and void by this Agreement.
- 21.2 <u>Amendment.</u> Employer and Employee by mutual written agreement may amend any provision of this Agreement during its term with such amendments being incorporated into and made a part of this Agreement.
- 21.3 <u>Binding Effect</u>. This Agreement is binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- 21.4 <u>Severability</u>. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.
- 21.5 <u>Precedence</u>. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Employer's policies, Ordinances, or rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement takes precedence over contrary provisions of Employer's policies, Ordinances, or rules and regulations, or any permissive state or federal law.
- 21.6 <u>Non-Assignment.</u> Employee acknowledges that this is a professional, personal service agreement and, as such, Employee cannot assign Employee's duties hereunder.

IN WITNESS WHEREOF, the parties hereto have entered in this Agreement as of the day and year first hereinabove written.

EMPLOYEE:	EMPLOYER:
Adam F. Tucker	Shane McFarland, Mayor
Date	Date

Adam Tucker City Attorney - Draft 4895-2086-0120 V.1

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

П

Summary

Consider a Master Services Agreement (MSA) for electronic plan review software and services.

Direction

Information

Staff Recommendation

Approve the MSA with LCT Software, LLC for electronic plan review software and services.

Background Information

The City's Information Technology Department (IT) has identified a need to improve efficiency and collaboration within its permitting and planning processes. In response, the City seeks to implement DigEplan Pro, a specialized software solution designed to streamline permit applications, reviews, and approvals. By integrating DigEplan with the existing Permits, Licensing and Land (PLL) platform, the City aims to enhance both functionality and user experience for staff, developers, and the public.

Currently, the City uses multiple systems and manual processes to manage plans review and permitting workflows, leading to redundancy, potential errors, and slower processing times. Implementing DigEplan Pro will centralize permitting activities, providing a cohesive platform that optimizes the intake, applicant engagement, tracking, and management of plans and permits. This integration supports the City's strategic goals of delivering responsive service, reducing administrative burdens, and fostering transparency and accountability in land development.

DigEplan Pro has been evaluated as a comprehensive solution offering robust functionality tailored to the unique requirements of municipal permitting and planning systems. The proposed solution will enhance the current platform by enabling a more intuitive application experience, automated workflows, and real-time tracking of plans review.

Council Priorities Served

Responsible Budgeting

Will optimizes the City's permitting process by reducing redundancy and administrative costs, ensuring efficient use of budgeted resources. This investment

maximizes the value of existing systems, aligning with the City's commitment to fiscal responsibility.

Improve Economic Development

A streamlined, user-friendly permitting system accelerates project approvals and enhances transparency, making Murfreesboro a more attractive location for businesses and developers. This fosters a supportive environment for economic growth and community development.

Fiscal Impact

Funding for the \$78,350 annual cost will be allocated based on the budgets of IT (59%) and Water Resources (41%).

Attachments

Master Services Agreement for DigEplan software

Between
LCT Software LLC (an Avolve Software Company)
and
The City of Murfreesboro, TN
Master Services Agreement

www.digeplan.com

Parties

 This Master Service Agreement (this "Agreement") is entered into as of the date of last signature (the "Effective Date") by and between LCT Software LLC a Florida corporation principally located at 4500, 140th Avenue North Suite, 101 Clearwater, FL 33762 (the "Supplier"), and the City of Murfreesboro, 111 W. Vine St., Murfreesboro, TN (the "Customer".)

Background

- a) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of subscribers
- b) The customer wishes to use the Supplier's service in its business operations.
- c) The Supplier has agreed to provide, and the customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.
- d) The Customer will receive professional services from True North Geographic Technologies (the "Partner") in order to implement the software application and platform.

Agreed terms

- 1.1. **Definitions** Unless otherwise defined in this Agreement, terms used herein have the same meanings as set out in the Exhibits to this Agreement (including any supplements or attachments thereto).
- 1.2. "Optional Services" refers to certain optional add-ons to the Subscription Service as may be offered by the Supplier from time to time.
- 1.3. ""Professional Services" refers to the implementation Partner's training, configuration and related services as set out in the Professional Services Terms.
- 1.4. "Professional Services Terms" refers to those additional Professional Services Terms and Conditions by the Partner to the Customer, outlined in a separate agreement
- 1.5. **"Subscription Service"** refers to DigEplan's cloud-based service designed to provide government entities with Integrated Electronic Plan Review.
- 1.6. **"Subscription T's & C's"** refers to the Subscription Terms and Conditions attached hereto at Exhibit C

2. Procurement of Services

Customer may purchase the Subscription Services by submitting orders in a form designated or approved by the Supplier (each, an "Order"), accepted forms of order submission may also involve procuring the Subscription Services from the Partner, at the discretion of the Partner and Customer.

Upon Order acceptance and subject to Customer's payment of the corresponding Subscription Services Fees, the Supplier will make the Subscription Services available to Customer.

2.1. **Governing Terms**. The Subscription Service will be subject to this Agreement and the Subscription T's & C's for the Subscription Period and number of End Users as specified in each Order. Any Optional Services will be subject to the Subscription Terms or such other documentation as designated by the Supplier.

- 2.2. **Order Acceptance**. No Order for Services will be deemed accepted by the Supplier unless and until the Supplier accepts such Order in writing. Any terms and conditions contained in any quote, invoice, purchase order or Order that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by the Supplier with explicit reference to the accepted terms and conditions. All Orders will reference this Agreement. Upon acceptance of an Order as provided above, it will become part of this Agreement.
- 2.3. **Adding End Users**. If Customer desires to increase the number of End Users that are permitted to use the Subscription Service, a new Order must be issued for the additional End Users. The Supplier may, in its discretion, allow or require the initial Subscription Period of newly-purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's pre-existing subscription(s).
- 2.4. **Optional Services**. Purchase of Optional Services from the Supplier will be subject to any price quote the Supplier provides to Customer and the Order procedure described above. As designated by the Supplier at the time of Customer's purchase, use of the Optional Services may be subject to additional terms and conditions beyond or in lieu of those in Exhibit C.

3. Fees and Payment for Services

- 3.1. **Fees**. Customer will pay all fees for the Services per the prices quoted to Customer by the Supplier and finalized via an Order, Unless expressly set out in an Order, price increases will not apply to any Order that has already been accepted by the Supplier. Except as otherwise agreed by the parties in writing, Services Fees are quoted and payable in United States dollars, and Customer's payment obligations are non-cancelable, and Fees paid are non-refundable.
- 3.2. **Invoicing and Payment**. The Supplier will invoice Customer in advance for the Services unless otherwise expressly agreed by the parties.
- 3.3. **Subscription Service fees** are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional End User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described in Section 2.3, then the Subscription fee for such additional quantity will be pro-rated accordingly. Optional Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order or governing terms. Subscription Service fees will be subject to an automatic annual increase by the percentage of the prior year's Subscription Service fees (the "Uplift") listed in the Order.
- 3.5. **Billing Info & Overdue Charges**. Customer is responsible for keeping the Supplier accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 3.6. **Overdue Payments**. If any amount owing by Customer under this Agreement for any of the Services is thirty (30) or more days overdue, the Supplier may, without limiting the Supplier's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order) so that all such obligations become immediately due and payable, suspend the Subscription Service and/or stop performance of the Professional Services until such amounts are paid in full.

- 3.7. **Taxes**. The Supplier's Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Supplier has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides the Supplier with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, the Supplier is solely responsible for taxes assessable against it based on the Supplier income, property and employees.
- 3.8. **Piggyback procurement**. Customer reserves the right to extend the terms and conditions of this solicitation to any and all other agencies be it federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non- profit agencies providing services on behalf of government, and/or state.

4. Term and Termination

- 4.1. **Term of Agreement**. Unless terminated earlier in accordance with Section 4.2, this Agreement commences on the Effective Date and will continue with respect to the Services as enumerated below:
- 4.1.1. **Subscription Service**. The Subscription T's & C's at **Exhibit C** will commence on the date listed under Initial Subscription Term or if provisioning of software takes place more than two (2) weeks after the subscription date under the Initial Subscription Term, the subscription start date will be updated to the provisioning date and communicated to the customer via email. The subscription period will last for three (3) years (the "Initial Subscription Period"), unless either party gives written notice of non-renewal at least sixty (60) days in advance of the anniversary of the subscription start date for years one through three. Thereafter, the Subscription Term will automatically renew for additional one-year periods (each a "Renewal Subscription Period") unless either party gives written notice of non-renewal at least sixty (60) days in advance. Customer must send written notice of non-renewal to **Accounts@lctsoftware.com** Should Customer not provide written notice of non-renewal at least sixty (60) days in advance, then Customer is obligated to pay for the subsequent renewal in full.
- 4.2. **Termination.** Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach. The Services will be subject to additional termination provisions if and as designated in the respective Exhibits to this Agreement.
- 4.3. **Effect of Termination**. Termination or expiration of this Agreement will not terminate any thencurrent Customer Subscriptions to the Subscription Service (which will continue to be governed by the terms of **Exhibit C**, including the termination provisions set forth therein); provided, however, that in the case of termination of this Agreement by the Supplier for Customer's uncured breach of this Agreement, the Supplier may simultaneously terminate any such Subscriptions. Subject to the Professional Services Terms, termination of this Agreement will terminate all on-going and planned Professional Services.

5. Additional customer terms.

Any terms and conditions required by Customer under applicable statute, judicial order or agency policy will be as stated in this Section 5 (the "Additional Customer Terms"). Alternatively, the Parties may set forth Additional Customer Terms at Exhibit C to this Agreement as warranted under the circumstances. Notwithstanding anything to the contrary in Section 6, the Additional Customer Terms will govern over the body of this Agreement in the event of a direct conflict of terms. In the absence of any inclusion of Additional Customer Terms in this Section 5 or at Exhibit C, the parties agree that no additional contractual obligations are intended in respect of the Services provided hereunder.

This Agreement shall not be construed as creating any debt by or on behalf of the Customer and all obligations of the Customer are specifically contingent upon continued appropriations for payment hereunder. Accordingly, and in addition to any other authority to terminate this Agreement, if the governing body of Customer does not appropriate funds to continue paying for the goods and services to be provided under this Agreement, Customer may then terminate this Agreement as of the last day for which funds were appropriated. Unless provided otherwise by law or by this Agreement, Customer shall be obligated to pay all charges incurred before such a termination of this Agreement.

General

6.1 The parties acknowledge that the terms of each of the Exhibits to this Agreement (inclusive of any supplements or attachments thereto), including, but not limited to, the disclaimers, limitations of liability, and other general provisions thereof, are incorporated into and form a part of this Agreement.

6.2 In the event of a direct conflict between the body of this Agreement and the terms of the Exhibits hereto, the terms in the body of this Agreement will govern. Each party specifies its address set forth above for receipt of notices under this Agreement. This Agreement may be signed in one or more identical counterparts, each of which will be an original, but all of which together will constitute one instrument.

Subscription Fees and Term

1. Subscription Fees

The initial yearly Subscription Fees shall amount to a total of \$78,350 USD. This is based on 41 User Subscriptions and 5 Read Only. Subscription Fees will be subject to an annual 3% price increase.

2. Initial Subscription Term: 3 years, from date of signature.

Exhibits List:

Exhibit A - Standard Support Policy Exhibit B - Service Level Commitment

Exhibit C – Subscription Terms and Conditions

Signed on behalf of The City of Murfreesboro, TN	Signed		
,	Print Name Shane McFarland		
APPROVED AS TO FORM Signed by:	Position		
Adam F. Tucker, City Attorney 43A2035E51F9401	Date		
Signed by on behalf of LCT SOFTWARE LLC	Signed by: Signed9743D2894E1B424:::		
	Position CFO		
	1 0311011		
	10/24/2024		

Date

Exhibit – A

Standard Support Policy

This LCT Software LLC's SaaS Support Policy ("Support Policy") is a policy governing the use of DigEplan's software-as- service products (the "Service(s)") under the terms of the services agreement (the "Agreement") between LCT Software, LLC and its affiliates ("LCT Software", "us" or "we") and the purchaser of DigEplan's Service ("Customer"). This Support Policy may be updated from time to time by LCT Software at its sole discretion.

General Requirements and Hours of Operation

<u>Ticketing Support:</u> LCT Software will provide access to a ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. A qualified support specialist shall use commercially reasonably efforts to answer questions and resolve problems regarding the Subscription Service during normal business hours of Monday-Friday, 8:00 A.M. until 5:00 P.M CST.

<u>Telephone and E-mail Support:</u> DigEplan's Customer Support Department, a live technical support facility, will be available to Customer from 8:00 A.M. until 5:00 P.M. CST Monday through Friday, excluding LCT Software LLC's observed holidays.

Online Support Material: Available twenty-four (24) hours, seven (7) days a week, LCT Software will make available to Customer certain technical information in DigEplan's online support database.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at LCT Software's discretion. LCT Software is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Where practical, LCT Software will schedule Updates during non-business hours and will provide Customers with advance notice of all Updates.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS offering, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is not supplied by LCT Software, LCT Software disclaims all support obligations for such third-party software, unless expressly specified by LCT Software in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of LCT Software regular business hours stated above; (c) Support necessitated by external factors outside of LCT Software's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (d) Support of or caused by customizations (if outside of LCT Software's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User; (e) Support of or caused by Customer's or any End User's or third party's equipment, software or other technology (other than third party equipment within LCT Software's direct control); (f) Support to resolve or work-around conditions which cannot be reproduced in LCT Software's support environment and (g) Support of any software add-ons supplied together with the Service (except where specified in the Agreement). Any support services falling within these Support Exclusions may be provided by LCT Software at its discretion and, if so provided, may be subject to additional pricing and support terms as specified by LCT Software

Support Classifications

Error Classification	Criteria
Critical Severity Issue (Priority 1)	The Service is down or there is a major malfunction (deeming Service non-functional or severely affected), resulting in a business revenue loss and impacting the Service functionality for a majority of users. No reasonable workaround exists.
High Severity Issue (Priority 2)	High loss of Service functionality or performance, impacting the Service functionality for a high number of users (e.g. Service response is very slow, day to day operations continue, but are impacted by the issue). No reasonable workaround available or the workaround is impractical.
Medium Severity Issue (Priority 3)	Moderate loss of Service functionality or performance, impacting multiple users. A convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention).
Low Severity Issue (Priority 4)	Minor loss of Service functionality or feature in question.

<u>Functional Definitions:</u> For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

Response Time: LCT Software shall use commercially reasonable efforts to respond to error reports in accordance with the table set forth below. LCT Software will use reasonable means to repair the error and keep Customer informed of progress. LCT Software makes no representations as to when a full resolution of the error may be made.

Error Classification	Initial Response and Acknowledgement	Updates	Resolution Goal
Critical	1 Business Hour	Daily	LCT Software will put forth our best effort to provide a workaround, fix, or estimated completion date within seventy-two (72) hours after the problem has been diagnosed and/or replicated.
High	4 Business Hours	Weekly	LCT Software will put forth our best effort to provide a workaround or fix or estimated completion date within four (4) business days after the problem has been diagnosed and/or replicated.
Medium	8 Business Hours	As available	LCT Software will put forth our best effort to provide a workaround or fix or estimated completion date within seven (7) business days after the problem has been diagnosed and/or replicated.
Low	24 Business Hours	None	Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product.

Exhibit B

SERVICE LEVEL COMMITMENT

This SaaS Service Level Commitment ("SLC") is a policy governing the use of LCT software-as-service products (individually or collectively, the "Service" or "DigEplan") under the terms of the LCT Software Master Services Agreement (the "Agreement") between LCT Software LLC and its affiliates ("LCT Software", "us" or "we") and the purchaser of LCT Software's Subscription Service ("Customer").

Unless otherwise provided herein, this SLC is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. LCT Software reserves the right to change the terms of this SLC in accordance with the Agreement.

Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLC Exclusion.

"Service Credit" is a dollar credit, calculated as set forth below, that LCT Software may credit back to an eligible Customer account.

"Unavailable" means, as applicable: (i) Customer is repeatedly unable to log into the Service; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences lack of connectivity of external, public instances or sites lasting for more than ten (10) minutes;

The foregoing events must be verifiable or replicable by LCT Software or its designee. Availability of Accela APIs which are used by DigEplan to connect, is expressly excluded from this SLC.

Service Commitment

LCT Software will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9%, in each calendar month of the Subscription Period (the "Commitment"). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Credit as described below.

Scheduled & Emergency Maintenance

LCT Software will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. LCT Software will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours' notice prior to Services unavailability due to planned maintenance. LCT Software's standard maintenance window will generally fall between the hours of 12:00 AM (00:00) and 5:00 AM [05:00] on a day of our choosing, local time.

In exceptional circumstances where updates may take more time than the weekly time slot, it may be necessary to run updates over w-ends.

LCT Software will endeavour to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

LCT Software will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

Service Credits Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	2%
Less than 99.0%	5%

LCT Software will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from LCT Software.

Service Credits may not be transferred or applied to any other account.

Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by LCT Software to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLC.

Service Credit Requests

To receive a Service Credit, Customer must submit a claim in writing to accounts@lctsoftware.com

To be eligible for a Service Credit, the claim must be received by LCT Software in the calendar quarter in which the incident occurred and must include:

- the words "SLC Credit Request" in the subject line;
- the dates and times of each Unavailability incident that Customer is claiming; and
- the quantity or scope of affected Users (as indicated by User ID, number of departments or similar metric);
- Supporting evidence from the support service desk

If the Monthly Uptime Percentage of such Service Credit request is confirmed by us and is less than the Service Commitment, LCT Software will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by LCT Software. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

SLC Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of LCT Software's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of LCT Software's best practice recommendations), configuration changes by or on behalf of Customer or any End User; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within LCT Software's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLC Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, LCT Software may issue a Service Credit with consideration to pertinent factors as assessed by LCT Software in its sole discretion.

EXHIBIT C

Subscription Terms & Conditions

Purchase or use of the Service (defined below) is subject to these Subscription Terms and Conditions (these "Terms").

1. DEFINITIONS

"Agreement" means these Terms and, if applicable, the written master service agreement or other written agreement between Customer and LCT Software LLC that incorporates these Terms by reference.

"Communication Data" means any and all information transmitted, shared, or exchanged between Customer and any End User, or between End User and any third party (including any third-party network or website), using the Service, with respect to any transaction or other communication enabled by the Service, but excluding Security Data.

"Customer" means the entity that purchases a subscription to the Service, directly from LCT Software or through an authorized reseller, distributor, or other channel partner of LCT Software.

"End Users" means individuals who are authorized by Customer to use the Service and for whom Customer has purchased a subscription to the Service. End Users may include but are not limited to Customer's employees, contractors and agents. Each End User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Service.

"Intellectual Property Rights" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

"Optional Services" mean the optional add-ons to the Service that may be available for purchase either directly from LCT Software or through an authorized reseller or partner of LCT Software, as more particularly described or identified in the applicable Order.

"Order" means written orders to purchase subscriptions to use the Service (or, where applicable, to purchase Optional Services).

"Security Data" means any and all information provided by Customer or any End User to establish secure transmissions through use of the Service, including but not limited to personal information, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

"Service" or "Subscription Service" means the cloud-based network security service(s) for which Customer has obtained a subscription either directly from LCT Software or through an authorized reseller or other partner of LCT Software, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Service may be inclusive of application programming interfaces (APIs) developed by LCT Software to enable interaction and integration with the Service. Unless otherwise specified herein or other applicable contractual terms, all references to "Service" will be deemed to include any and all Optional Services.

"Software" means any software (including client software for End Users' devices) that LCT Software makes available for download or otherwise provides for use with the Service.

"Subscription Period(s)" means the duration of Customers and End Users active, paid access to the Service, as designated in the Order(s).

"Supported Modification" means a configuration of or modification to the Service requested by Customer that can be consistently supported by LCT Software via APIs, does not require direct database changes and is capable of being tested and maintained by LCT Software.

2. AUTHORIZED USERS. Only End Users may access or use the Service under Customer's account. Each End User may use any reasonable number of compatible devices for purposes of accessing the Service; provided that, LCT Software reserves the right to determine whether a number of devices is reasonable and, in its sole discretion, to place a corresponding cap on the number of devices. Unless expressly authorized by LCT Software, End User subscriptions cannot be shared or used by more than one individual but may be permanently reassigned to new End Users. The number of End User subscriptions purchased may be increased (under a new Order) but cannot be decreased during any Subscription Period.

3. USE OF THE SERVICE

- 3.1. **Customer's Responsibilities**. Customer will (i) be responsible for meeting LCT Software's applicable minimum system requirements for use of the Service; (ii) be responsible for End Users' compliance with these Terms and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Communication Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Service under its account, and notify LCT Software promptly of any such unauthorized access or use, and (v) use the Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by LCT Software to Customer.
- 3.2. **Prohibitions.** Customer will not, and will ensure that its End Users do not, (i) make the Service available to anyone other than End Users; (ii) sell, resell, rent, lease or transfer the Service in whole or in part to any third party (including Customer affiliates) without the express permission of LCT Software and execution of designated transfer documentation; (iii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (iv) use the Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (vi) attempt to gain unauthorized access to the Service or any related systems or networks; or (vii) obtain intellectual property rights to the use of any component of the Services (inclusive of APIs).
- 3.3. **Software**. End Users may need to download and install client Software (as made available by LCT Software or other third party authorized by LCT Software) on each device through which they intend to use the Service. All use of such Software will be governed by terms of the applicable license agreement or terms of use that accompanies or is made available in connection with the Software. Customer acknowledges that each End User (or authorized Customer representative) must accept such license agreement, and have Service-compatible device(s), to download, install, and/or use the Software. Nothing in these Terms will be deemed to grant to Customer rights of any kind in the Software.
- 3.4. Security Data and Privacy. Customer understands that failure to protect Security Data may allow an unauthorized person or entity to access the Service. In addition, Customer acknowledges that LCT Software generally does not have access to and cannot retrieve lost Security Data. If Customer loses Security Data, Customer may no longer have access to the Service. Customer agrees that: (i) Customer (or its End User) is solely responsible for collecting, inputting and updating all Security Data; (ii) LCT Software assumes no responsibility for supervision, management or control of Customer's and End Users' Security Data; and (iii) LCT Software assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Service.

4. PROPRIETARY RIGHTS

- 4.1. **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, LCT Software reserves all rights, title and interest in and to the Service and any associated Software and documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 4.2. **Restrictions**. In addition to the other prohibitions set forth in these Terms, Customer will not and will ensure that its agents do not (i) create derivate works based on the Service, (ii) copy, frame or mirror any part

or content of the Service, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with LCT Software's applicable documentation, (iii) reverse engineer the Service, or (iv) access the Service (inclusive of any APIs) in order to build or patent a competitive product or service or to copy any features, functions or graphics of the Service.

- 4.3. **Communication Data Ownership**. Customer reserves all its rights, title and interest in and to the Communication Data. No rights are granted to LCT Software hereunder with respect to the Communication Data, except that LCT Software may (i) store, copy, process, and transmit such Communication Data for purposes of providing the Service to Customer and (ii) otherwise utilize Communication Data if and as permitted by the LCT Software's Privacy Policy.
- 4.4. **Customer Suggestions**. Customer grants LCT Software a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service (or LCT's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or End Users relating to the operation or features of the Service.

5. CONFIDENTIALITY

- 5.1. Definition. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is available to the public pursuant to applicable law.
- 5.2. **Protection**. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including LCT Software's Privacy Policy), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and
- (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with these Terms.
- 5.3. **Compelled Disclosure**. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

6. WARRANTIES AND DISCLAIMERS

- 6.1. Specifications. Subject to the limitations set forth below, LCT Software warrants that the Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and LCT Software's entire liability for any breach of the foregoing warranty, LCT Software will use commercially reasonable efforts to modify the Service so that it conforms to foregoing warranty.
- 6.2. **Disclaimers**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCT SOFTWARE DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND LCT SOFTWARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LCT Software will not be responsible to the extent failure of the Service to operate as warranted is caused by or results from:

(i) any modification to the Service other than a Supported Modification; (ii) combination, operation or use of the Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than LCT Software or LCT Software's designee; (iv) use of the Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and LCT Software documentation or (v) any of the SLC Exclusions (as defined in the Service Level Commitment).

7. MUTUAL INDEMNIFICATION

- 7.1. Indemnification by Customer. To the extent permitted by applicable law, Customer will defend (or settle), indemnify and hold harmless LCT Software, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's use of the Service (other than any claim for which LCT Software is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) LCT Software providing Customer with prompt written notice of such claim; (b) LCT Software providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.
- 7.2. **Indemnification by LCT Software**. To the extent permitted by applicable law, Party will defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the Service, as furnished by LCT Software hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. LCT Software's obligations under this Section 7.2 are contingent upon:
- (a) Customer providing LCT Software with prompt written notice of such claim; (b) Customer providing reasonable cooperation to LCT Software, at LCT Software's expense, in the defense and settlement of such claim; and (c) LCT Software having sole authority to defend or settle such claim. THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF LCT SOFTWARE AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE. LCT Software will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on any combination of the Service with products, services, methods, or other elements not furnished by LCT Software, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by LCT Software.
- 7.3. **Mitigation Measures**. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) LCT Software's right to provide the Service is enjoined or in LCT Software's reasonable opinion is likely to be enjoined, LCT Software may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Service, by replacing or modifying the Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.3, LCT Software will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination.
- 8. **LIMITATIONS OF LIABILITY.** EXCEPT THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 7.1 AND 7.2, IN NO EVENT WILL PARTY'S LIABILITY TO OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT.
- 8.1. Exclusion of Damages. NEITHER PARTY NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO

USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.2. **Security and Other Risks**. Customer acknowledges that, notwithstanding security features of the Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure.

Subject only to its limited warranty obligations set forth in Section 6, LCT Software will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or End Users use the Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will, to the extent permitted by applicable law, indemnify LCT Software and hold it harmless against those risks.

8.3. **Basis of Bargain**. THE LIMITATIONS OF LIABLITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LCT SOFTWARE AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

9. SUBSCRIPTION PERIOD AND TERMINATION

- 9.1. Term of End User Subscriptions. End User Subscriptions purchased by Customer commence on the start date specified in the applicable Order and, unless terminated earlier in accordance with these Terms, continue for the term specified therein (the "Subscription Period"). A Subscription Period and/or pricing there on may be subject to prorating where LCT Software deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least thirty (30) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by LCT Software and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Service will terminate at the end of the relevant Subscription Period.
- 9.2. **Termination or Suspension for Cause**. A party may terminate any Subscription for cause upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, LCT Software may, at is sole option, suspend or terminate Customer's or any End User's access to the Service, or any portion thereof, immediately if LCT Software, in its sole discretion: (i) if suspects that any person other than Customer or an End User is using or attempting to use Security Data, (ii) suspects that Customer or an End User is using the Service in a way that violates these Terms and could expose LCT Software or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.
- 9.3. **Effect of Termination**. Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing LCT Software to provide a copy of Customer's data and associated documents in a database dump file format. LCT Software will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at LCT Software then-current time-and-materials rates; and (b) pays any and all unpaid amounts due to LCT Software.

9.4. **Surviving Provisions**. Sections 4 (Proprietary Rights), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 9.3 (Effect of Termination), 9.4 (Surviving Provisions) and 10 (General Provisions) will survive any termination or expiration of this Agreement.

10. **GENERAL**

- 10.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 10.1).
- 10.2. **Governing Law and Jurisdiction**. This Agreement and any action related thereto will be governed by the laws of the State of TN without regard to its conflict of law's provisions. The exclusive jurisdiction and venue of any action related to the Service or this Agreement will be the state and federal courts located in TN and each of the parties hereto waives any objection to jurisdiction and venue in such courts.
- 10.3. **Compliance with Laws**. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit End Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction.
- 10.4. **Relationship of the Parties**. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.
- 10.5. **Waiver and Cumulative Remedies**. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 10.6. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- 10.7. **Assignment**. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of LCT Software. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 10.8. **Publicity**. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Service use, LCT Software may use Customer's name, trademarks, and logos (collectively, "Customer's Marks") on LCT Software's websites and marketing materials to identify Customer as LCT Software's customer, and for providing the Service to Customer; provided that, LCT Software will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.
- 10.9. **Force Majeure**. The Parties will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of the Party.
- 10.10. **Entire Agreement.** These Terms, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms will be effective unless in

writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of these Terms, and all such terms or conditions will be null.

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

Item Title:	Gateway Commission		
Department:	Administration		
Presented by:	Mayor		
Requested Cour	ncil Action:		
	Ordinance		
	Resolution		
	Motion	\boxtimes	
	Direction		
	Information		

Summary

Appointment to the Gateway Commission.

Background Information

The Commission makes informed recommendations to City Council about the sale, lease, gift or other use of Murfreesboro Gateway property which recommendation shall then be accepted or rejected in their totality by the City Council. As established by Resolution 03-R-29, there are five appointed members for three-year terms.

Council Priorities Served

Engaging Our Community

Residents volunteer for service on the City several boards and commissions and are instrumental in the operations of several City departments.

Attachments:

Memo from Mayor McFarland



. . . creating a better quality of life.

November 7, 2024

Members of City Council

RE: Recommended Appointments - Gateway Commission

As an item for the City Council Agenda, I am recommending the following reappointments to the Gateway Commission.

Mr. John Jones (term expires October 1, 2027)

Mr. Rick Sain (term expires October 1, 2027)

Mr. Harold Yokley (term expires October 1, 2027)

Mr. Gabe Frazier (term expires October 1, 2027)

Sincerely, Shane M: Janlan

Mayor Shane McFarland

COUNCIL COMMUNICATION

Meeting Date: 11/07/2024

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
		1007 Dr			
		Martin			
		Luther King	Off-	Grocery/	Ownership/
Mega Market	Mega Market	Jr Blvd	Premises	Market	Name Change
	City Express	508 Saint	Off-	Grocery/	
Ashirwad Inc	#3	Andrews Dr	Premises	Market	New Location
		1306			
		Westlawn	On-		
4 Pillars Inc	Tijuana Flats	Blvd Ste B-2	Premises	Restaurant	New Location
Alex Express	On the Go	904 NW	Off-	Grocery/	Ownership/
Inc	623	Broad St	Premises	Market	Name Change

Special Event Beer Permits

Name of Applicant	Date of Event	Type of Event	Location of Event
Read to Succeed	11/08/2024	Fundraiser	The View at Fountains

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

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor Mega Market
Name of Business Mega Market

Business Location 1007 Dr Martin Luther King Jr Blvd

Type of Business Grocery/Market
Type of Permit Applied For Off-Premises

Type of Application:

New Location
Ownership Change
X
Name Change

Permit Type Change

Corporation
Partnership
LLC
Sole Proprietor

5% or more Ownership

Name Peter Elias

Age 38

Residency City/State Smyrna, TN

Race/Sex White/M

Background Check Findings

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

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

Name Nabil Yossef

Age 44

Residency City/State Murfreesboro, TN

TBI/FBI:

Race/Sex White/M

Background Check Findings

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration. 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.

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor Ashirwad Inc. Name of Business City Express #3 **Business Location** 508 Saint Andrews Dr Type of Business Grocery/Market Type of Permit Applied For Off-Premises

Type of Application:

New Location Ownership Change Name Change Permit Type Change Corporation Partnership LLC

Sole Proprietor

5% or more Ownership

Name Mukesh B. Patel

Age

Residency City/State Murfreesboro, TN

> Race/Sex Asian/M

Background Check Findings

City of Murfreesboro: No indication of any record that may

> preclude the applicant for consideration. No indication of any record that may

TBI/FBI: preclude the applicant for consideration.

Name Hasmukhbhai B. Patel

Age 57

Murfreesboro, TN 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.

Name Monank H. Patel

Age

Residency City/State Murfreesboro, TN

Race/Sex Asian/M

Background Check Findings

No indication of any record that may City of Murfreesboro:

Nο

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

TBI/FBI: preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved?

^{***}I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor4 Pillars Inc.Name of BusinessTijuana Flats

Business Location 1306 Westlawan Blvd Ste B-2

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 ______

5% or more Ownership

Name Binal Patel

Age 38

Residency City/State Pulaski, TN

Race/Sex Asian/M

Background Check Findings

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

Name Hasmukhbhai B. Patel

Age Jigna Patel State Columbia, TN

Residency City/State Columbia, 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.

Summary of information from the beer application:

Name of Business Entity/Sole ProprietorAlex Express Inc.Name of BusinessOn the Go 623Business Location904 NW Broad StType of BusinessGrocery/MarketType of Permit Applied ForOff-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 Alex Mustafa

Age 45

Residency City/State Nashville, TN

Race/Sex White/M

Background Check Findings

City of Murfreesboro: No indication of any record that may

preclude the applicant for consideration.

TBI/FBI: No indication of any record that may

preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

^{***}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 OrganizationRead to Succeed, Inc.Organization Address415 N. Maple St.

Murfreesboro, TN 37130

Event Location The View at Fountains

1500 Medical Center Pkwy

Event Date 11/8/2024

Event Time 5:30 p.m. until 9:00 p.m. **Period for Beer to be Served** 5:30 p.m. until 9:30 p.m.

Approximate Number of Persons Expected to Attend 250

Nature and Purpose of Event Fundraiser

Application Completed Properly? Yes

Internal Revenue Letter Provided?

Yes

No Items.