

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
December 5, 2024

PRAYER

Ms. Madelyn Scales-Harris

PLEDGE OF ALLEGIANCE

CEREMONIAL ITEMS

Recognition of First Responders in Response to East Tennessee Floods

Public Comment on Actionable Agenda Items

Consent Agenda

1. FY25 City Manager Approved Budget Amendment (Finance)
2. Wine Sales Certificate of Compliance - Trader Joe's #815 (Finance)
3. Property Purchase Sale Agreement Amendment for 2200 Butler Drive (Administration)
4. City Hall Renovation Professional Services Amendment (Administration)
5. Donation of Used Police Vehicles to the Tennessee Law Enforcement Academy (Police)
6. Robert Rose Administration Building HVAC and Roof Renovations Contingency Allowance Allocation (Project Development)
7. Contract with TDOT for FY25 Technical Assistance (Transportation)

Old Business

Land Use Matters

Ordinance

8. FY25 Budget Amendment (2nd and Final Reading) (Administration)
 - a. Second Reading: Ordinance 24-O-44

New Business

Land Use Matters

9. Amending the Zoning Ordinance – Retail Hybrid and Distribution Uses (Planning)
 - a. Public Hearing: Amending the Zoning Ordinance
 - b. 2nd and Final Reading: Ordinance 24-O-40
10. Zoning amendment along East Castle Street (Planning)
 - a. Public Hearing: Zoning amendment on 0.15 acres
 - b. First Reading: Ordinance 24-OZ-41
11. Rezoning property along Thompson Road (Planning)
 - a. Public Hearing: Rezone 69.1 acres
 - b. First Reading: Ordinance 24-OZ-42

12. Zoning for property along Butler Drive and Joe B Jackson Parkway (Planning)
 - a. Public Hearing: Zone 15.9 acres
 - b. First Reading: Ordinance 24-OZ-43

13. Sewer Allocation Variance- New Salem Highway – Still Waters (Planning)

On Motion

14. Town Creek Improvements (Daylighting) (Development Services)
15. Cooperation Agreement Concerning Body Cameras (Police)
16. Amendment No. 3 to Purchasing Agreement with Axon (Police)
17. Purchase of New Liebherr Excavator (Street)
18. Old Fort Parkway Technical Report Amendment No. 2 (Transportation)
19. 1st Extension to the Annual Pavement Marking Contract with Pope Striping Corp. and Volunteer Paving, LLC (Transportation)
20. Amendment 2 to the Annual Traffic Signal Maintenance and Electrical Contract (Transportation)

Board & Commission Appointments

Licensing

21. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: FY25 City Manager Approved Budget Amendments

Department: Finance

Presented by: Amanda DeRosia, Interim Finance Director

Requested Council Action:

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

Summary

Notification to Council of City Manager approved budget amendments.

Background Information

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

Solid Waste

For camera installation at the Florence Rd scale house. Move \$28,000 from Disposal Carts to Machinery & Equipment.

Council Priorities Served

Responsible budgeting

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

Fiscal Impact

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

Attachments

Detailed Inter-Fund Budget Requests



Inter-Fund Budget Amendment Request

Mr. Gore,

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

Budget Fiscal Year: 2025

Move funds from:

Org 10314008
Object 535001
Acct Name Disposal Carts
Amount \$28,000.00

Move funds to:

Org 10314009
Object 594000
Acct Name Machinery and Equipment

Explanation: For camera installation at Florence Rd scale house.

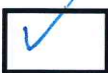
[Signature]
Department Head Signature

11/20/24
Date

[Signature]
Reviewed by Finance

11/20/2024
Date

Approved



Declined



[Signature]
City Manager

11/20/24
Date

Please return to Shannon Gartung, Finance & Tax Dept., once all signatures have been obtained.

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Wine Sales Certificate of Compliance – Trader Joe’s #815

Department: Finance

Presented by: Erin Tucker, City Recorder

Requested Council Action:

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

Summary

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

Background Information

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

A certificate of compliance is requested by Jeffrey L. Carter Jr. for Trader Joe’s #815 at 2305 Medical Center Pkwy. This request complies with statutory requirements.

Council Priorities Served

Maintain public safety

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

Attachments

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

City of Murfreesboro

Request for Certificate of Compliance for Wine in Retail Stores

Summary of information from the application:

Name of Business Entity Trader Joe's East, Inc.

Type of Application:

New - wine sale in retail store

Corporation	<u>X</u>
LLC	<u> </u>
Partnership	<u> </u>
Sole Proprietor	<u> </u>

Manager

Name Jeffrey L. Carter Jr.

Age 44

Home Address 168 Crestfield Pl

Residency City/State Franklin, TN 37069

Race/Sex White/M

10 Year Background Check Findings:

City of Murfreesboro: None

Rutherford County: None

Nashville/Davidson County: None

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

Name of Business Trader Joe's #815

Business Location 2305 Medical Center Pkwy

Application Completed Properly? Yes

Location meets zoning requirement? Yes

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

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: 2200 Butler Drive Property Purchase Sale Agreement Amendment

Department: Administration

Presented by: Sam A. Huddleston, Assistant City Manager

Requested Council Action:

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

Summary

Consider amendment of the Purchase and Sale Agreement (PSA) for acquisition of 6.7 Acres at 2200 Butler Drive.

Staff Recommendation

Approve the amendment of the PSA to adjust closing date based on final plat approval and recording.

Background Information

The City and MacDonald Associates entered a PSA for property located at 2200 Butler Drive. During due diligence, it was concluded that Rutherford County and/or the City need to approve a final plat to facilitate the property transfer. The plat review and recording process will take longer than currently envisioned in the original PSA and an amendment is proposed to adjust the closing date to follow the recording of the final plat by up to 60 days.

Council Priorities Served

Responsible budgeting

Purchasing property now avoids the escalation of property values from adjacent construction activities.

Expand Infrastructure

Purchasing additional properties in this area provides space for additional public works facilities as needed for future growth.

Fiscal Impact

This amendment extends the purchase date only.

Attachment

1. Amendment to Purchase and Sale Agreement – 2200 Butler Drive

AMENDMENT TO CONTRACT FOR CONVEYANCE OF REAL ESTATE

THIS AMENDMENT TO CONTRACT FOR CONVEYANCE OF REAL ESTATE (this “Amendment”) is made and entered into effective the date it is last executed by all of the parties hereto (the “Effective Date”), by and between CITY OF MURFREESBORO, a municipal corporation in Rutherford County TN (hereinafter referred to as “City”), and MACDONALD ASSOCIATES LLC, an Alabama limited liability company (hereinafter referred to as “Seller”).

WHEREAS, City and Seller entered into a CONTRACT FOR CONVEYANCE OF REAL ESTATE dated August 22, 2024 (“Contract”);

WHEREAS, Seller is the owner of that certain real property located in Rutherford County, Tennessee also depicted as “6.7 Ac MacDonald Property – Tract 1” in Exhibit “A” attached to the Contract and incorporated herein; and

WHEREAS, pursuant to Section 3 of the Contract, the parties desire to modify and extend the Closing Date as set forth in Section 3 of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend that certain Contract as follows:

Section 3: The Closing shall take place at the office of the Escrow Agent, or at such other place as the City and Seller may agree, on or before sixty (60) days after the recording of the relevant plat by the City of Murfreesboro and/or Rutherford County Departments of Planning & Zoning.

This Amendment shall become binding when signed by all parties and shall be incorporated into the Contract and all other terms and conditions in the Contract shall remain in full force and effect.

CITY OF MURFREESBORO, TN

MACDONALD ASSOCIATES, LLC,

BY: Shane MacFarland
ITS: Mayor

BY: Bruce MacDonald
ITS: President

Date: _____

Date: _____

BY: Amanda DeRosia
ITS: Recorder

Date: _____

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

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: City Hall Renovation Professional Services Amendment

Department: Administration

Presented by: Sam A. Huddleston, Assistant City Manager

Requested Council Action:

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

Summary

Consider amending the Professional Services Agreement with KDGi for City Hall Renovations

Staff Recommendation

Approve the \$14,350 amendment to the Agreement to complete the current phase of work.

Background Information

KDGi provided programming, conceptual design, initiated detailed design, and site assessment and walk through services. The City desires to complete the current phase with KDGi and receive the deliverables to adjust the scope and approach to City Hall Renovations.

Council Priorities Served

Responsible budgeting

Careful space planning and renovation of existing buildings is the most cost-effective means of providing additional workspace for City employees.

Fiscal Impact

The Amendment of \$14,350 is funded by the FY21 CIP.

Attachments

KDGi Scope and Fee Amendment

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Murfreesboro City Hall
Renovation Project
KDGi Project # 006-01-2023

AGREEMENT INFORMATION:
Date: July 20, 2023

AMENDMENT INFORMATION:
Amendment Number: 1
Date: December 5, 2024

OWNER: *(name and address)*
City of Murfreesboro, TN
111 West Vine Street
Murfreesboro, TN 37130

ARCHITECT: *(name and address)*
KDGi
102 South Maple Street
Murfreesboro, TN 37130

The Owner and Architect amend the Agreement as follows:

A) Architect and its engineering subconsultants performed additional services outside the original scope of work related to verifying various existing conditions at City Hall. The existing conditions included ceiling, plenum, fire suppression, mechanical, electrical, plumbing, and data/communications features and required floor plan modifications to accommodate the new spatial configurations, heating/cooling loads, and utility requirements. In addition, Architect provided additional services related to workplace furniture planning which was in addition to the interior finishes, fixtures, and equipment (FF&E) scope of work included in the original agreement.

B) The Owner has determined that KDGi's services are no longer required for the Project, and, therefore the parties have agreed that Architect will submit the following deliverables to Owner:

1. Clean AutoCAD files of the (known) existing conditions.
2. Full set of DRAFT design documents for construction (60% Design).
3. DRAFT Programming and Basis of Design Report with Staff Interview Questionnaires.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Original Contract Sum was: \$164,500.00
Adjustment: \$14,350.00
Adjusted Contract Sum is: \$178,850.00.

Schedule Adjustment:
None

SIGNATURES:

KDGi

ARCHITECT *(Firm name)*

City of Murfreesboro, TN

OWNER *(Firm name)*

SIGNATURE
Brandon, Harvey, President

PRINTED NAME AND TITLE

SIGNATURE
Shane McFarland, Mayor

PRINTED NAME AND TITLE

DATE

DATE

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Donation of Used Police Vehicles to Tennessee Law Enforcement Training Academy

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Consider donation of used police vehicles to Tennessee Law Enforcement Training Academy (TLETA).

Staff Recommendation

Approve the donation of used vehicles to TLETA.

Background Information

MPD has six used vehicles that are scheduled to be decommissioned. Generally, the department would strip the vehicles of all police equipment and auction them online for an average selling price of \$2,000 each. MPD tries to assist other law enforcement agencies when possible and TLETA can use these in training classes at the police academy.

Council Priorities Served

Establish a Strong City Brand

Assisting other law enforcement agencies helps to develop community partnerships.

Fiscal Impact

None.

Attachments

1. Surplus Property Disposal Forms
2. Mutual Release Agreement
3. Acknowledgement of Donation

**CITY OF MURFREESBORO
DONATION OF SIX USED POLICE VEHICLES**

MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

For and in consideration of the mutual promises and agreements between the parties and for the donation of six used Police Vehicles by the City of Murfreesboro ("City") to the Tennessee Law Enforcement Training Academy (TLETA), THE CITY AND TLETA MUTUALLY AGREE AS FOLLOWS:

Each and every party to this agreement, individually and as agents for their employees, including their assigns, successors, agents, employees, and representatives, releases and discharges each and every other party to this agreement, including employees of each and every other party from any and all claims, rights, demands, covenants, agreements, duties, obligations, warranties, representations, liabilities, damages, expenses, attorneys' fees, costs, and causes of action, known or unknown of whatever kind, arising out of or related to the donation of the six Used Police Vehicles as set forth below by the City to the TLETA and the use of the Used Police Vehicles by the TLETA for whatever purposes the TLETA may use them:

TABLE-1 DONATED USED POLICE VEHICLES					
Unit #	Year	Make	Model	Mileage	VIN
64973	2008	Ford	F-150	134,711	1FTRW14W38FA64973
1526	2015	Ford	Taurus	92,722	1FAHP2MK4FG167862
7318	2013	Ford	Taurus	102,923	1FAHP2M80DG199807
1510	2015	Ford	Explorer	112,085	1FM5K8AR4FGB52015
4796	2010	Ford	Crown Vic	90,034	2FABP7BV8AX108820
1702	2017	Ford	Explorer	155,462	1FM5K8AR1HGB22814

To the extent permitted by law, the TLETA agrees to hold the City harmless in the event any claim is made against it arising from the TLETA's ownership or use or failure to use the Used Police Vehicles.

In executing this Release and Hold Harmless Agreement the TLETA acknowledges: (1) that the City has owned, maintained, and/or used the Police Vehicles listed in Table-1 for multiple years; (2) that the Police vehicles listed in Table-1 may be outside the manufacturer's warranty period; (3) that the City is making no representation as to the fitness, suitability or usability of the Police vehicles listed in Table-1 for their stated purpose and function; (3) the City does not know nor does it guarantee the current condition of the Police vehicles listed in Table-1; and (4) the City is providing the Police vehicles listed in Table-1 on an "as is" basis to the TLETA.

The TLETA shall be solely responsible for determining whether to use said Used Police Vehicles listed in Table-1 for law enforcement or any other purpose.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF:

CITY OF MURFREESBORO



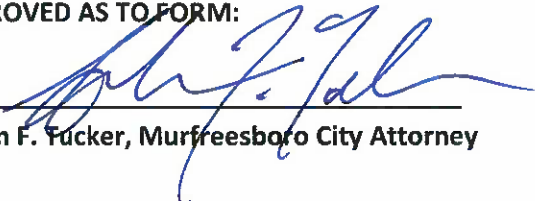
Daren Gore, City Manager

TENNESSEE LAW ENFORCEMENT TRAINING ACADEMY

Printed: _____

Title: _____

APPROVED AS TO FORM:



Adam F. Tucker, Murfreesboro City Attorney

City of Murfreesboro
Surplus Property Disposal Form
City Department

Police Department

Short description of surplus property 2008 Ford F150

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>TLETA</u>	Estimated value <u>\$ 2,000</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

pnB

Describe the Surplus Property:

Approximate age	<u>16</u>	Estimated original cost	<u>23,875</u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

1FTRW14W38FA64973

134,711 miles. Approved for deadline from Kyle for age and mileage.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input checked="" type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u><i>[Signature]</i></u>	Date	<u>10-29-24</u>
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed	<u><i>Vicki J. Massey</i></u>	Date	<u>11-5-24</u>
	(Fixed Assets Manager)		

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed	<u><i>Alan W. Gr</i></u>	Date	<u>11/6/24</u>
	(City Manager or Assist. City Manager)		

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

1 / 16



2005 Ford F-150 Truck

\$1,725.00 USD (42 Bids)

Closed:
(Oct 05, 2024 03:12 PM CST)


\$25.00 USD

Bid Increment

Sales/Lot Type:
Online Auction

Location:
Holly Springs, North Carolina, USA

VISITORS: 283

 [Buy now, pay later. Learn more](#)

Sold Amount	USD 1,940.62
Total Price	USD 1,940.62
High Bidder	ar*****
Seller	Holly Springs, NC
Seller's Terms & Conditions	View
Seller's Other Items	View

Description

Make/Brand	Ford
Model	F-150
Year	2005
Miles	148,008.00 (Accurate?: Yes)
Title Restriction	Clean Title

 Chat

VIN/Serial	1FTVX14585NB17512
Lot#	3042-528
Condition	Used/See Description
Inventory ID	Fuel ID 44

2005 Ford F-150 Truck - 5.4L V6 SOHC 16V,



Extended Cab - 4 Door,
 Vin# 1FTVX14585NB17512,
 Mileage: 148,008
 Exterior Color: White,
 Interior Color: Grey,
 Vehicle was serviced every 4000 miles,
 Has interior damage and stains to seats, console & steering wheel,
 Check engine light is On,
 Has audible engine noise - rattle sound,
 Started with a boost at the time of Surplus,
 Has 2 tool boxes in truck bed,
 Used condition, has scratches, scuffs and signs of use,
 Unknown Issues may exist,
 Potential buyer encouraged to inspect vehicle,
 Sold AS-IS, WHERE-IS,
 No warranty offered.

****Assistance is NOT provided for item removal, buyer must come prepared to remove items.****

****All items must be picked up In Person, items will NOT be shipped.****

****All questions and correspondence must go through GovDeals****

#30971 - PW

 
 Print Share

Attachments

File Name	
1. 044 Surplus.pdf	

Seller Information

Seller:	Holly Springs, NC [view seller's other assets]
Asset Contact:	Kelli Hyde
Email:	kelli.hyde@hollyspringsnc.gov
Phone:	+19195674727
Item Location:	128 S Main St, Holly Springs, North Carolina, 27540, USA
Account Type:	Government

Inspection

Inspection: Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only.

Payment

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.

 Chat

City of Murfreesboro
Surplus Property Disposal Form
City Department

Police Department

Short description of surplus property 2015 Ford Taurus

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>TLETA</u>	Estimated value <u>\$ 2,000</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		

MS

Describe the Surplus Property:

Approximate age	<u>9</u>	Estimated original cost	<u>25,277</u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u> </u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

1FAHP2MK4FG167862

92,722 miles. Approved for deadline from Kyle for age and mileage.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input checked="" type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date	<u>10-25-24</u>
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed	<u>Vicki J. Massey</u>	Date	<u>11-5-24</u>
	(Fixed Assets Manager)		

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>[Signature]</u>	Date	<u>11/6/24</u>
	(City Manager or Assist. City Manager)		

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.



2015 Ford Taurus Police Interceptor ***Police, Law Enforcement Resellers & Dealers, Museums***

\$2,500.00 USD (33 Bids)

Closed:

(Nov 04, 2024 07:00 PM CST)

Reserve Met

\$25.00 USD

Bid Increment

Sales/Lot Type:

Online Auction

Location:

Sevierville, Tennessee, USA

WATCHERS: 76 | VISITORS: 417

PayPal Buy now, pay later. [Learn more](#)

Sold Amount	USD 2,812.50
Total Price	USD 2,812.50
High Bidder	ny*****
Seller	Sevierville, TN
Seller's Terms & Conditions	View
Seller's Other Items	View

Description

Make/Brand	Ford
Model	Taurus



Year	2015
Miles	90,245.00 (Accurate?: Yes)
Title Restriction	Clean Title
VIN/Serial	1FAHP2MT7FG125923
Lot#	1896-1266
Condition	Used/See Description
Inventory ID	1523

2015 Ford Taurus SEDAN 4-DR, 3.5L V6 DOHC 24V.

PLEASE NOTE BANNER RESTRICTION *Police, Law Enforcement Resellers & Dealers, Museums*****
City of Sevierville will vet the Buyer to be verified and certified credentials will be required of the Buyer to provide to the City of Sevierville. Non-Qualified Buyers will result in cancelled sale or may result in Defaulted Buyer account if Buyer does not qualify. FIRE DEPARTMENTS DO NOT QUALIFY FOR THIS AUCTION.

PLEASE NOTE- 5 DAYS TO PICKUP ITEM

CAR IS IN "LIMP MODE" BY COMPUTER
Starts and runs.
Gas engine runs.
Check Engine Light is On.
Maintained every 5,000 miles while in service.
Removed from service July 2024.
Automatic Transmission is operable.
Tan exterior. No cracked glass.
Minor scratches.
Dark gray cloth seats.
AM/FM stock radio.
AC Cold.
Dual airbags.
Cruise control.
Tilt steering.
Remote mirrors.
Power windows, door locks and steering.
Credentials will be verified prior to delivery
Minor scratches.
has to be towed
PLEASE NOTE- 5 DAYS TO PICKUP ITEM

 
Print Share

Seller Information

Seller:	Sevierville, TN [view seller's other assets]
Asset Contact:	Jim Dennison
Email:	jdennison@seviervilletn.org
Phone:	+18654294567
Item Location:	310 Robert Henderson Rd, Sevierville, Tennessee, 37862-1863, USA
Account Type:	Government

Inspection

At the seller’s discretion, inspection may be permitted. **Note: Inspection is by appointment only.** To request inspection, please click the “Ask a question” hyperlink, if available. If you have additional questions, please visit the FAQs

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property at the seller’s discretion prior to bidding. Bidders must adhere to the inspection dates and times indicated at the seller’s discretion in the item description.

INSPECTION HOURS: 7 a.m. to 11:30 and 12:30 to 3:00, Most weekdays,



City of Murfreesboro

Surplus Property Disposal Form

City Department

Police Department

Short description of surplus property

2013 Ford Taurus

Check the proposed method of disposal.

Sell

Estimated value

Reserve value (Do not sell below this amt)

\$

Trade-In

Trade-in value

\$

Transfer

To whom?

Donate

X

To whom? TLETA

Estimated value

\$ 2,000

Throw away

Recycle

m/s

Describe the Surplus Property:

Approximate age

11

Estimated original cost

23,944

Seized Property?

Depr value (to be completed by FA Mgr if applicable)

Condition of surplus property:

If Sell, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If Trade-In, Transfer, Donate, or Junk describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

1FAHP2M80DG199807

102,923 miles. Approved for deadline from Kyle for age and mileage.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value

Equipment dealer

Appraisal

Completed online auctions

X

Kelley Blue Book

Depreciated value

Other (Describe)

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed

(Department Head)

Date

10-29-24

I have reviewed the above information and determined that it is appropriate.

Signed

(Fixed Assets Manager)

Date

Vicki J. Massey

11-5-24

I approve or disapprove that the above described property be determined surplus and disposed of as indicated.

Signed

(City Manager or Assist. City Manager)

Date

Dan W. G...

11/6/24

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.


GovDeals Seller's Certificate: 1643-0416182020-900

Congratulations, Murfreesboro, TN has sold another item on the GovDeals Auction Server.

BUYER (#954144)	
Name:	Patricia Beaudry
Company:	FD&L
Title To:	FD&L
Phone:	229-314-7925
Email:	catchacablagrange@gmail.com
Address:	7 Date Cir Mauk, GA 31058

SELLER (#900)	
Agency:	Murfreesboro, TN
Contact:	Jack Hyatt
Phone:	615-217-3037
Fax:	615-494-4591
Email:	jhyatt@murfreesborotn.gov
Address:	4753 Florence Road Fleet Services Murfreesboro, TN 37129

ITEM INFORMATION FOR ASSET ID: 1643

Item:	<u>2013 Ford Taurus Police AWD</u>		
			
Pick Up Location:	<u>4753 Florence Rd, Fleet Services, Murfreesboro, TN 37129-2926</u>		
Inventory ID:	210-0157	Account ID:	900
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	Ford	Model:	Taurus
VIN/Serial:	1FAHP2M85DG199818	Model Year:	2013
Meter:	170,464 Miles	Title Restrictions:	Clean Title

Date	Item	Amount
16 Apr 2018 07:20 PM CDT	2013 Ford Taurus Police AWD	USD \$2,024.00
	Total	USD \$2,024.00

Payment Instructions:

PAYMENTS shall be made at MURFREESBORO CITY HALL (TAX DEPARTMENT) at 111 West Vine Street, Murfreesboro, TN. The BUYER'S CERTIFICATE AND BUYER'S DRIVERS LICENSE must be presented with payment. Payment can be mailed to City of Murfreesboro - ATTN: Vicki Massey, P.O. Box 1139, Murfreesboro, TN 37133-1139. The Buyer's Certificate and a copy of the Buyer's Driver's License must be included with the payment. **CALL VICKI MASSEY at 615-893-5210 FOR ADDITIONAL PAYMENT INFORMATION IF NEEDED.**

PAYMENT: Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are US Currency (exact amount only, no change will be available), Certified Cashier's Check, Money Order, or Government Check (NO PERSONAL CHECKS WILL BE ACCEPTED). A Certified Cashier's Check, Money Order, or Government Check shall be payable to City of Murfreesboro. **The Buyer's Certificate and Buyers Drivers license must be presented with payment.**

Removal Instructions:

REMOVAL: All items must be removed within 10 business days from the time and date of the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading, and transportation of the property.

Property may be removed Monday through Friday, excluding legal holidays. Please confirm the pickup times available with the contact person listed above. You should call in advance to schedule your pickup time.

Written authorization will be needed if someone other than the buyer plans to pickup the vehicle.

Special Instructions:

OTHER QUESTIONS: Email other questions to auctionsales@murfreesborotn.gov or call Vicki Massey at 615-893-5210.

Description:

2013 Ford Taurus Police AWD SEDAN 4-DR, 3.5L V6 DOHC 24V.

Starts with a boost, transmission shifts erratic and abnormal. Interior in poor condition, drivers seat is damaged, rear seat has been removed, paint and body in poor condition. There may be problems or issues that are not evident or listed. It is highly recommended that bidders inspect the vehicle before bidding.

For more information or to schedule an appointment contact Kyle Lingo at 615-217-3037

Note: Please inspect items prior to placing a bid. Inspections are by appointment only. Please call to schedule an appointment.

*******SPECIAL NOTE***** FAILURE TO FOLLOW OUR PAYMENT TERMS (WITHIN 5 BUSINESS DAYS OF TIME AND DATE ON BUYER'S CERTIFICATE) OR REMOVAL TERMS (WITHIN 10 BUSINESS DAYS OF TIME AND DATE ON BUYER'S CERTIFICATE) WILL RESULT IN DEFAULT. THE BUYER WILL BE BANNED FROM FUTURE AUCTIONS.**

City of Murfreesboro
Surplus Property Disposal Form
City Department

Police Department

Short description of surplus property 2010 Ford Crow Victoria

Check the proposed method of disposal.

Sell	<input type="checkbox"/>	Estimated value	
		Reserve value (Do not sell below this amt)	\$
Trade-In	<input type="checkbox"/>	Trade-in value	\$
Transfer	<input type="checkbox"/>	To whom?	
Donate	<input checked="" type="checkbox"/>	To whom? <u>TLETA</u>	Estimated value <u>\$ 2,000</u>
Throw away	<input type="checkbox"/>		
Recycle	<input type="checkbox"/>		<u>MB</u>

Describe the Surplus Property:

Approximate age	<u>14</u>	Estimated original cost	<u>21,703</u>
Seized Property?	<input type="checkbox"/>	Depr value (to be completed by FA Mgr if applicable)	<u> </u>

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

2FABP7BV8AX108820

90,034 miles. Approved for deadline from Kyle for age and mileage.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	<input type="checkbox"/>	Equipment dealer	<input type="checkbox"/>
Appraisal	<input type="checkbox"/>	Completed online auctions	<input checked="" type="checkbox"/>
Kelley Blue Book	<input type="checkbox"/>	Depreciated value	<input type="checkbox"/>
		Other (Describe)	<u> </u>

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed

[Signature]
(Department Head)

Date

10-29-24

I have reviewed the above information and determined that it is appropriate.

Signed

Vicki J. Massey
(Fixed Assets Manager)

Date

11-5-24

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed

[Signature]
(City Manager or Assist. City Manager)

Date

11/6/24

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

1 / 12



2010 Ford Crown Victoria

\$2,425.00 USD (41 Bids)

Closed:

(Mar 20, 2023 08:00 AM CST)

\$25.00 USD

Bid Increment

Sales/Lot Type:

Online Auction

Location:

Murfreesboro, Tennessee, USA

WATCHERS: 43 | VISITORS: 557

PayPal Buy now, pay later. [Learn more](#)

Sold Amount	USD 2,728.12
Total Price	USD 2,728.12
High Bidder	cr*****
Seller	Rutherford County Sheriff's Office, TN
Seller's Terms & Conditions	View
Seller's Other Items	View

Description

Make/Brand	Ford
Model	Crown Victoria
Year	2010
Miles	100,328.00 (Accurate?: No)
VIN/Serial	2FABP7BV8AX109739

Lot#	3431-286
Condition	Used/See Description

2010 Ford Crown Victoria SEDAN 4-DR, 4.6L V8 SOHC 16V FFV.

Exterior Color- White.

Interior Color - Gray.

Last known mileage 100,328.

This vehicle is in running condition. It starts with a boost and drives.

Tires are in OK condition.

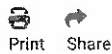
A/C conditions are unknown.

Vehicle was serviced regularly.

Vehicle was remove from service a year ago.

All emergency equipment has been removed from this vehicle.

All photos contain cosmetic damage, scheduled appointments will not be conducted in order to see the vehicle. Vehicle is sold as is.



Seller Information

Seller:	Rutherford County Sheriff's Office, TN [view seller's other assets]
Asset Contact:	Keyuna Manns
Email:	kmanns@rcsotn.org
Phone:	+16154540270
Item Location:	940 New Salem Rd, Murfreesboro, Tennessee, 37129-3335, USA
Account Type:	Government

Inspection

In-person inspections of the property listed here are not available at this time since the property is held at a secure on-site facility. Seller provides media (such as pictures and videos) and descriptions, so please utilize those to inspect items **prior** to placing a bid.

Seller makes no warranty, expressed or implied, as to the information used to describe the listed property or its condition. Unless otherwise mentioned, all items listed for sale are **used and/or confiscated** and may contain defects *not immediately detectable* by the Seller or Buyer. Bidders must adhere to the dates and times indicated in the item description.

Show More ▼

Payment

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.
3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the Probation FAQ.

SALES TAX



City of Murfreesboro

Surplus Property Disposal Form

City Department

Police Department

Short description of surplus property

2015 Ford Explorer

Check the proposed method of disposal.

Sell

☐

Estimated value

Reserve value (Do not sell below this amt)

\$

Trade-In

☐

Trade-in value

\$

Transfer

☐

To whom?

Donate

☒

To whom? TLETA

Estimated value

\$ 2,000

Throw away

☐

Recycle

☐

MB

Describe the Surplus Property:

Approximate age

9

Estimated original cost

26,877

Seized Property?

☐

Depr value (to be completed by FA Mgr if applicable)

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

1FM5K8AR4FGB52015

112,085 miles. Approved for deadline from Kyle for age and mileage.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value

☐

Equipment dealer

Appraisal

☐Completed online auctions ☒

Kelley Blue Book

☐

Depreciated value

Other (Describe)

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed

(Department Head)

Date

I have reviewed the above information and determined that it is appropriate.

Signed

(Fixed Assets Manager)

Date

I approve ☒ or disapprove ☐ that the above described property be determined surplus and disposed of as indicated.

Signed

(City Manager or Assist. City Manager)

Date

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

1 / 6



2015 Ford Explorer

\$1,775.00 USD (11 Bids)

Closed:
(Apr 28, 2024 11:00 AM CST)


\$25.00 USD

Bid Increment

Sales/Lot Type:
Online Auction

Location:
Blountville, Tennessee, USA

WATCHERS: 13 | VISITORS: 347

 [PayPal](#) Buy now, pay later. [Learn more](#)

Sold Amount	USD 1,996.87
Total Price	USD 1,996.87
High Bidder	th*****
Seller	Tri-Cities Airport Authority, TN
Seller's Terms & Conditions	View
Seller's Other Items	View

Description



Make/Brand	Ford Explorer
Model	Explorer
Year	2015
Miles	184,992.00 (Accurate?: Yes)
VIN/Serial	1FM5K8AR7FGB75403

 Chat

Lot#	2167-163
Condition	Used/See Description
Inventory ID	163

2015 Ford Explorer needs repair and runs. The Transmission went out on it. 184,992 miles.

****NOTE:** Please inspect items prior to placing a bid. Inspections are by appointment only. For additional information, or to schedule an inspection please contact: Ethan (423) 269-2520 - Email: /eingram@triflight.com or Gloria Brookes - Phone: (423) 325-6010 - Email: gbrookes@triflight.com. Office hours are 9:00 AM to 4:00 PM, Monday – Friday, Eastern Time (excluding legal holidays).

 
Print Share

Seller Information

Seller:	Tri-Cities Airport Authority, TN [view seller's other assets]
Item Location:	2525 Highway 75, Blountville, Tennessee, 37617-6382, USA
Account Type:	Government

Inspection

At the seller's discretion, inspection may be permitted. **Note: Inspection is by appointment only.** To request inspection, please click the "Ask a question" hyperlink, if available. If you have additional questions, please visit the FAQs

Payment

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.
3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the Probation FAQ.

SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit Liquidity Services' Tax Exemption Submission Tool.

Removal

SHIPPING IS NOT AVAILABLE

The buyer is responsible for all aspects of pick-up / removal, including but not limited to packing, loading, transportation and exporting.

Note: Shipping is NOT available.

Removal is by appointment only. All items must be picked-up / removed within 10 (ten) business days from auction closure, unless otherwise stated in the asset description. If any item(s) is not removed within the allotted timeframe, the item(s) may be declared abandoned.

Show More ▼

Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind,

 Chat

City of Murfreesboro
Surplus Property Disposal Form
City Department

Police Department

Short description of surplus property 2017 Ford Explorer

Check the proposed method of disposal.

Sell	_____	Estimated value	_____
		Reserve value (Do not sell below this amt)	\$ _____
Trade-In	_____	Trade-in value	\$ _____
Transfer	_____	To whom? _____	
Donate	<u>X</u>	To whom? <u>TLETA</u>	Estimated value <u>\$ 2,000</u>
Throw away	_____		<u>MB</u>
Recycle	_____		

Describe the Surplus Property:

Approximate age	<u>7</u>	Estimated original cost	<u>29,241</u>
Seized Property?	_____	Depr value (to be completed by FA Mgr if applicable)	_____

Condition of surplus property:

If **Sell**, complete and attach the appropriate Vehicle, Equipment, or Office Equipment, Furniture & Other Inspection Form.

If **Trade-In, Transfer, Donate, or Junk** describe the condition of the surplus property below, including Make, Model, and Serial Number as appropriate:

1FM5K8AR1HGB22814

155,462 miles. Approved for deadline from Kyle for age and mileage.

Check the method used to determine the estimated / reserve values of the surplus property. Attach documentation if estimated value is over \$1,000.

Trade-in value	_____	Equipment dealer	_____
Appraisal	_____	Completed online auctions	<u>X</u>
Kelley Blue Book	_____	Depreciated value	_____
		Other (Describe)	_____

I request that the item described above be declared surplus property and that the disposal method be approved.

Signed	<u>[Signature]</u>	Date	<u>10-29-24</u>
	(Department Head)		

I have reviewed the above information and determined that it is appropriate.

Signed	<u>Vicki J. Massey</u>	Date	<u>11-5-24</u>
	(Fixed Assets Manager)		

I approve ✓ or disapprove _____ that the above described property be determined surplus and disposed of as indicated.

Signed	<u>Dan W. G...</u>	Date	<u>11/6/24</u>
	(City Manager or Assist. City Manager)		

FIXED ASSETS MANAGER TO RETAIN ORIGINAL. COPY WILL BE SENT BACK TO DEPT.

1 / 32



2017 Ford Explorer Police Interceptor AWD


\$2,500.00 USD

Closes:
3d (Nov 08, 2024 10:06 AM CST)

\$25.00 USD
Bid Increment

Sales/Lot Type:
Online Auction

Location:
Saint Ignace, Michigan, USA

Subject to an auto-extension of the auction end time. 

[Sign In to Place Bid](#)

[Sign In to Watch](#)

WATCHERS: 16 | VISITORS: 78

 [Buy now, pay later.](#) [Learn more](#)

Seller	Mackinac County Sheriff's Office, MI
Seller's Terms & Conditions	View
Seller's Other Items	View

Description

Make/Brand	Ford
Model	Explorer
Year	2017
Miles	180,000.00 (Accurate?: Yes)

 Chat

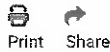
Title Restriction	Clean Title
Lot#	11665-27
Condition	Used/See Description
Inventory ID	Old 4904 - LTs

2017 Ford Explorer Police Interceptor AWD

This vehicle was recently retired from full-time daily patrol duties. This vehicle should have no problem being driven to its new home.

This vehicle has a "headlight" issue - running lights/switch do not function properly & exhaust has minor leak.

Sold as is-No warranty.



Seller Information

Seller:	Mackinac County Sheriff's Office, MI [view seller's other assets]
Item Location:	100 S Marley St, Saint Ignace, Michigan, 49781-1385, USA
Account Type:	Government

Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please use the 'Ask a Question' feature to schedule an appointment for inspection.

Payment

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.
2. Any invoice \$5,000 or above requires payment via wire transfer.
3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the Probation FAQ.

SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit Liquidity Services' Tax Exemption Submission Tool.

Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of the close of the auction.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. Bidders will be locked unless a prior arrangement has been made for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale 'AS IS, WHERE IS.' Mackinac County Sheriff's Office, MI makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.





STATE OF TENNESSEE
TENNESSEE LAW ENFORCEMENT TRAINING ACADEMY

www.tn.gov/let

3025 LEBANON PIKE
 NASHVILLE, TENNESSEE 37214-2217
 TELEPHONE (615) 741-4448
 FAX (615) 741-3366

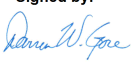
ACKNOWLEDGEMENT OF DONATION

I, Darren W. Gore, on behalf of

City of Murfreesboro for the Murfreesboro Police Department, donate to the State of Tennessee, Department of Commerce and Insurance, Tennessee Law Enforcement Training Academy, the following property:

TABLE-1 DONATED USED POLICE VEHICLES					
Unit #	Year	Make	Model	Mileage	VIN
64973	2008	Ford	F-150	134,711	1FTRW14W38FA64973
1526	2015	Ford	Taurus	92,722	1FAHP2MK4FG167862
7318	2013	Ford	Taurus	102,923	1FAHP2M80DG199807
1510	2015	Ford	Explorer	112,085	1FM5K8AR4FGB52015
4796	2010	Ford	Crown Vic	90,034	2FABP7BV8AX108820
1702	2017	Ford	Explorer	155,462	1FM5K8AR1HGB22814

I attest that the donor is the lawful owner of the property and/or services and that I am the donor or have been empowered to act on the donor's behalf. The property is free of any legal encumbrances except as stated:

Signed by:

 2430FEE75D2A4B9...

Donor

11/21/2024

Date

Pursuant to T.C.A. §38-8-205, I hereby recommend acceptance of this donation with the sincere gratitude of the Tennessee Law Enforcement Training Academy.

By: _____
 Director

 Date

On behalf of the Department of Commerce and Insurance, I accept the donation specified above.

 Carter Lawrence
 Commissioner

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Robert Rose Administration Building HVAC and Roof Renovations
Contingency Allowance Allocation

Department: Project Development Department

Presented by: Scott Elliot, Project Development Manager

Requested Council Action:

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

Summary

Report on Robert Rose Administration Building HVAC and Roof Renovations contract contingency allowance.

Staff Recommendation

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

Background Information

The attached change control log identifies the change requests, through change control forms, and tracks the allowance allocations issued through field work change directives. Change Directive No. 1 consists of the relocation of an existing wall to allow room for Water Resources' rollable filing system. Note that Change Directive No. 1 does not change the contract price or contract time. The final contract price and number of working days will be adjusted accordingly in the final balancing change order at the end of the project.

Council Priorities Served

Responsible Budgeting

Maintaining City Facilities in an effective manner is the most responsible means of protecting the City's most significant investments.

Fiscal Impact

The increased expense, \$3,355, can be accommodated in the contingency allowance with no change in the total contract amount of \$728,089.

Attachments

Change Control Log and Forms.



AIA® Document G714® – 2017

Construction Change Directive

PROJECT: (name and address)
HVAC & Roofing Renovations at
316 Robert Rose Drive
ITB-45-2024
J+B No. 2321

CONTRACT INFORMATION:
Contract For: Renovations

CCD INFORMATION:
Directive Number: 01

Date: July 11, 2024

Date: October 18, 2024

OWNER: (name and address)
City of Murfreesboro, Tennessee
111 West Vine Street
Murfreesboro, TN 37130

ARCHITECT: (name and address)
Johnson + Bailey Architects, P.C.
100 E Vince Street, Suite 700
Murfreesboro, TN 37130

CONTRACTOR: (name and address)
Stacker Building Group, LLC
1648 Westgate Circle, Suite 300
Brentwood, TN 37027

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

- Relocate existing planroom wall per Owner's request as shown on the attached Exhibit A.
- Existing electrical to be box and receptacles to be relocated to hall side of wall. Existing low voltage to remain.
 - Paint new relocated wall to match existing adjacent finish and reuse existing floor base.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☐ Lump Sum decrease of \$0.00
 - ☐ Unit Price of \$ per
 - ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - ☒ As follows: Contract Sum to remain unchanged. \$66,189.95 Owner's Contingency Allowance is to be reduced by the cost of this work, which is \$3,355.00. The new Owner's Contingency Allowance will be \$62,834.95.
2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is no change.

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Johnson + Bailey Architects, P.C.

ARCHITECT (Firm name)

Keaton Pettit

74CDC19F950648A...

SIGNATURE

Keaton S. Pettit, President
PRINTED NAME AND TITLE

City of Murfreesboro, Tennessee

OWNER (Firm name)

Darren W. Gore

7430FE75D2A4B9...

SIGNATURE

Darren Gore, City Manager
PRINTED NAME AND TITLE

Stacker Building Group, LLC

CONTRACTOR (Firm name)

Clay Stacker

A8240E284A9D479...

SIGNATURE

Clay Stacker, President
PRINTED NAME AND TITLE

10/30/2024

DATE

10/30/2024

DATE

10/30/2024

DATE

Signed by:
APPROVED AS TO FORM
Adam P. Tucker
#3A2035E51E9401
Adam P. Tucker, City Attorney



CHANGE CONTROL LOG												
<div><div><div>Owner:City of Murfreesboro</div><div>Project Name:HVAC & Roofing Renovations at 316 Robert Rose Drive</div><div>Contract No:ITB-45-2024</div><div>Arch/Eng:Johnson + Bailey Architects, P.C.</div><div>Contractor:Stacker Building Group, LLC</div></div><div><div>Original Contract Amount:\$728,089.46</div><div>Adjusted Contract Amount:\$728,089.46</div><div>Contingency Allowance Amount:\$66,189.95</div><div>Adjusted Contingency Allowance Amount:\$62,834.95</div></div></div>												
CCD No.	Brief Description of Change Item	Change Type	Initiated 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	Relocate existing wall per exhibit A	WCD	OWNER	APPROVED	Darren Gore	10/18/2024	10/18/2024	10/30/2024	0	\$ (3,355.00)		\$ (3,355.00)
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
Totals									0	\$ (3,355.00)	\$ -	\$ 62,834.95
									A Contract Times Extension Requires City Council Approval	Abbreviations RFP = REQUEST FOR PROPOSAL FO = FIELD ORDER WCD = WORK CHANGE DIRECTIVE CCR = CONTRACTOR CHANGE REQUEST		

1 SECOND FLOOR - PROPOSED

SCALE: 1/4" = 1'-0"

Date	Description	Revision Number
<varies>	<varies>	<varies>



A2.02

Drawn by

EXHIBIT A

Photo from Construction Dailys.



Rock City Construction Company, LLC

Printed on Wed Sep 4, 2024 at 03:06 pm CDT

Job #: 6230041 Murfreesboro Water Resources Department - Office Renovation

316 Rober Rose Dr
Murfreesboro, Tennessee 37129

Misc Photos

Description

Taken Date

12/21/2023 at 12:33 pm

Upload Date

12/21/2023 at 12:33 pm

Uploaded By

Chris Davis

File Name

IMG_2023_12_21_12_33...



Stacker to relocate
electrical.

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Contract with TDOT for UTAP Funds
Department: Transportation (Murfreesboro Transit)
Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Consider securing transit system technical assistance funds from TDOT.

Staff Recommendation

Approve Contract Project 75UTAP-S3-002 with the TDOT.

Background Information

The TDOT initiated a funding program for SFY25 called Urban Technical Assistance Program (UTAP). In summary, these funds can be used for training and materials, hardware, classes, travel, and registration fees. The contract is for \$12,000 and does not require a local match.

Council Priorities Served

Responsible budgeting

Use of 100% state funds benefits the City by reducing the amount of City revenue that must be used for transit-related expenses.

Fiscal Impacts

Any costs incurred are fully reimbursable by the grant.

Attachments:

Award Notification Contract (Project #75UTAP-S3-002)

<div><div>GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</div></div>					
Begin Date 1/1/2025		End Date 12/31/2026		Agency Tracking # 40100-51387	
Grantee Legal Entity Name City of Murfreesboro				Edison ID 4110	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) SFY 2025 Urban Technical Assistance Program (UTAP) - Training Assistance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$12,000.00				\$12,000.00
TOTAL:	\$12,000.00				\$12,000.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		State only funds awarded by formula using urban area population for urban area operating assistance.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE – GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MURFREESBORO**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of urban technical assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize Urban Technical Assistance Program (UTAP) funds to access training, technical assistance, and professional development for public transportation staff, as well as strategic consulting services to advance the Grantee's public transportation goals.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on January 1, 2025 ("Effective Date") and ending on December 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twelve Thousand Dollars and No Cents (\$12,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

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C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
505 Deaderick Street – James K. Polk Building, Suite 1200
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Transportation, Division of Passenger Transportation, Rail & Freight.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a

previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.

- C.6. Budget Line-item. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal

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agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable

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to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brenden Henderson, Transit Grants Financial Analyst
Office of Grants Administration
Public Transportation Section
Division of Passenger Transportation, Rail & Freight
James K. Polk Building, Suite 1200
505 Deaderick Street
Nashville, Tennessee 37243
Brenden.henderson@tn.gov
Phone: (615) 253-4942
Fax: (615) 253-1482

The Grantee:

Russ Brashear, Assistant Transportation Director
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
rbrashear@murfreesborotn.gov
Phone: (615) 893-6441
Fax: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

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- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

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- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII

only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

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- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.10. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

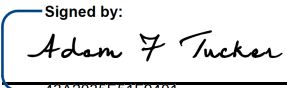
Additional Title VI resources may be found at Title VI Program (tn.gov).

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE McFARLAND, MAYOR

DATE

Signed by:	
	11/7/2024
ADAM TUCKER, CITY ATTORNEY	DATE
APPROVED AS TO FORM AND LEGALITY	

DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER	DATE
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LESLIE SOUTH, GENERAL COUNSEL	DATE
APPROVED AS TO FORM AND LEGALITY	

ATTACHMENT ONE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
43.5x.xx - Rural Technical Assistance Program					
43.U0.S1 - Urban Technical Assistance Program	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
62.0x.xx - Project Administration					
64.8x.xx - Appalachian					
GRAND TOTAL	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00

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GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OTHER	State	Federal	Grant Contract	Grantee	Total Project
43.U0.S1 - Urban Technical Assistance Program	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
TOTAL	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Ordinance 24-O-44 - FY25 Budget Amendment
(Second and Final Reading)

Department: Administration

Presented by: Erin Tucker, Chief Financial Officer/City Recorder

Requested Council Action:

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

Summary

Consider amendment to the City's FY25 Budget Ordinance on second and final reading

Staff Recommendation

Approve Ordinance 24-O-44, amending the City's budget on second and final reading.

Background Information

GENERAL FUND

Grant Revenues and Expenses

Community Development –

- Adjust the final carryforward Community Development grant revenues of \$1,898,370 and expenses totaling \$1,647,176.

Police

- Increased Federal Grant revenues and expenses of \$100,000 for the BJA FY24 Connect and Protect: Law Enforcement Behavioral Health Response Program
- Increased State Grant revenues of \$75,000 for School Resource Officer salary and benefits
- Federal Highway Safety grant revenues of \$210,000
- Additional State Training Pay revenues and expenses of \$224,800
- Federal Justice Assistance Grant revenues and expenses reduced by \$33,622.60

Parks and Recreation

- Recognize American Battelfied Trust Grant revenue and expenditures of \$3,971,530

Interfund Transfers

Funding for the Murfreesboro Sports Authority of \$250,000 is requested for administrative costs and professional services.

General Fund Payroll & Benefits

Increased Headcount

Police

- Part-time position shooting range operations
- Part-time position is requested for Police Communications (dispatch).
 - o Both positions will be funded with salary savings in the Police department.

Legal

- Full-time Assistant City Attorney, which will transition to a part-time position in FY26. Payroll savings from unfilled Budget Director position will fund the fiscal impact.

Golf

- Adjust a part-time position at Bloomfield Links to full-time to accommodate higher volume of users at golf course for a net cost of \$35,000. Driving Range Fees are anticipated to increase by \$50,000 to fund this addition.

Classification & Compensation

- After a comprehensive review of the City's pay ranges and classifications as compared to our peers, a comprehensive reclassification of one pay grade for those classified 119-126 is recommended. In addition, a cost-of-living adjustment of 5% is recommended for all non-exempt positions and exempt classifications from 103-119. For positions classified 120-130, a 4.5% cost-of-living adjustment is recommended. For positions classified above 130, a 3% cost-of-living adjustment is recommended.

The fiscal impact of this adjustment is \$2.3m on an annual basis and \$1.15m for the remainder of the year. Revenue and expense adjustments are proposed to balance this request based on historical savings and year-to-date actual data. This includes an increase to sales tax and hotel/motel tax revenues of \$525,000 and \$510,000, respectively. In addition, expense savings in Repairs & Maintenance, Training & Travel, Supplies and Unforeseen are proposed, totaling \$1,048,500.

CIP

- The FY25 CIP recommends allocating \$24m from General Fund for the construction of the Solid Waste Materials Management Station.

Airport Fund

As part of the payroll adjustments recommended, salaries and benefits for Airport will increase by approximately \$25,000.

Drug Fund

An amendment is needed to re-budget Drug Fund expenditures by \$120,000 for machinery and equipment and \$170,000 for transportation equipment. These are items that were budgeted and on order in FY24 but were not received before year-end.

Council Priorities Served

Responsible Budgeting

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

Fiscal Impact

The amendment to the City's FY25 budget results in an increase to Unassigned Fund Balance of \$340,973 for operations, a one-time use of Unassigned Fund Balance of \$24.25 million for CIP and Sports Authority transfers, an increased use of Airport Fund's fund balance of \$24,684 and an increased use of Drug Fund's fund balance of \$290,000.

Attachments

FY24 City Budget Ordinance 24-O-27 and Exhibits A and B

ORDINANCE 24-O-44 amending the Fiscal Year 2025 (hereafter “FY2025”) Budget (2nd Amendment).

WHEREAS, the City Council adopted the FY2025 Budget by motion; and,

WHEREAS, the City Council adopted an appropriations ordinance, Ordinance 24-O-14, on June 13, 2024 to implement the FY2025 Budget; and,

WHEREAS, it is now desirable and appropriate to adjust and modify the FY2025 Budget and authorized full-time position counts adopted by this Ordinance to incorporate expenditure and hiring decisions made during the 2024-2025 fiscal year.

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

SECTION 1. The FY2025 Budget adopted by the City Council is hereby revised and amended as shown on Exhibit A, attached hereto.

SECTION 2. The FY2025 Authorized Full-time Position Counts adopted by the City Council is hereby revised and amended as shown on Exhibit B, attached hereto.

SECTION 3. That this Ordinance take effect immediately upon and after its passage upon second and final reading, as an emergency Ordinance, an emergency existing, and it being imperative to provide for the necessary expenses, general and special, of said City of Murfreesboro for the FY2025 at the earliest practicable time, the welfare of the City requiring it.

Passed:

1st reading _____


2nd reading _____

ATTEST:

Erin Tucker
City Recorder

Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
	<u>Unassigned</u>			
General Fund	Local Sales Tax	\$ 73,571,500.00	\$ 74,096,500.00	\$ 525,000.00
General Fund	Room Occupancy Tax	\$ 4,150,650.00	\$ 4,660,650.00	\$ 510,000.00
Golf	Driving Range Fees	\$ 75,000.00	\$ 125,000.00	\$ 50,000.00
Police	Federal Grants	\$ -	\$ 100,000.00	\$ 100,000.00
Police	State Grants	\$ 1,921,280.00	\$ 1,996,280.00	\$ 75,000.00
Police	Federal Grants (Hwy Safety)	\$ -	\$ 210,000.00	\$ 210,000.00
Police	Federal Grants (JAG)	\$ 67,468.00	\$ 33,845.40	\$ (33,622.60)
Police	Other State Revenue	\$ 240,000.00	\$ 464,800.00	\$ 224,800.00
Community Development	Community Development Grants	\$ 777,700.00	\$ 1,804,688.93	\$ 1,026,988.93
Community Development	Program Income - Federal Grant	\$ -	\$ 50,000.00	\$ 50,000.00
Community Development	Community Development Grants - CV	\$ -	\$ 41,988.08	\$ 41,988.08
Community Development	Federal Grants	\$ 303,225.00	\$ 1,082,617.61	\$ 779,392.61
Parks & Recreation	Federal Grants		\$ 3,971,530.20	\$ 3,971,530.20
				<u>\$ 7,531,077.22</u>
<u>Expenditures</u>				
	<u>Unassigned</u>			
Golf	Salary and benefits	\$ 1,444,529.00	\$ 1,479,529.00	\$ 35,000.00
Police	Grants	\$ 906,280.00	\$ 1,006,280.00	\$ 100,000.00
Police	State Training Pay	\$ 224,800.00	\$ 449,600.00	\$ 224,800.00
Police	JAG Grant Expense	\$ 67,468.00	\$ 33,845.40	\$ (33,622.60)
Transfers	Transfer to Sports Authority	\$ -	\$ 250,000.00	\$ 250,000.00
Community Development	Administration	\$ 654,000.00	\$ 533,501.96	\$ (120,498.04)
Community Development	Housing Rehabilitation	\$ 250,000.00	\$ 414,528.87	\$ 164,528.87
Community Development	Affordable Housing Assistance	\$ 100,000.00	\$ 143,870.70	\$ 43,870.70
Community Development	Public Infrastructure	\$ 151,600.00	\$ 263,980.80	\$ 112,380.80
Community Development	Public Service Grants	\$ 116,600.00	\$ -	\$ (116,600.00)
Community Development	Public Facilities	\$ -	\$ 718,188.36	\$ 718,188.36
Community Development	Childcare Services	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Youth/Crime Prevention	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Homeless Assistance	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Domestic Abuse	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Adult Services	\$ -	\$ 25,000.00	\$ 25,000.00
Community Development	Administration - CV	\$ -	\$ 41,988.08	\$ 41,988.08
Community Development	Administration - HOME	\$ 40,400.00	\$ 40,979.43	\$ 579.43
Community Development	Affordable Housing - HOME	\$ 303,200.00	\$ 713,392.51	\$ 410,192.51
Community Development	Housing Rehabilitation - HOME	\$ -	\$ 40,000.00	\$ 40,000.00
Community Development	CHDO - HOME Program	\$ 60,700.00	\$ 288,245.67	\$ 227,545.67
Parks & Recreation	Grant Expense	\$ 4,000.00	\$ 3,975,530.20	\$ 3,971,530.20
Other General Gov't	Unforeseen Contingencies	\$ 780,000.00	\$ 1,095,000.00	\$ 315,000.00
Administration	Salary and benefits	\$ 2,731,876.00	\$ 2,831,264.00	\$ 99,388.00
Finance & Tax	Salary and benefits	\$ 2,313,200.00	\$ 2,439,962.00	\$ 126,762.00
Purchasing	Salary and benefits	\$ 361,185.00	\$ 376,869.00	\$ 15,684.00
Legal	Salary and benefits	\$ 1,621,978.00	\$ 1,694,417.00	\$ 72,439.00
City Court	Salary and benefits	\$ 709,065.00	\$ 737,375.00	\$ 28,310.00
Information Technology	Salary and benefits	\$ 1,701,568.00	\$ 1,771,589.00	\$ 70,021.00
GIS	Salary and benefits	\$ 641,777.00	\$ 672,531.00	\$ 30,754.00
IT - Public Safety	Salary and benefits	\$ 767,304.00	\$ 808,413.00	\$ 41,109.00

		BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Department	Account			
Communications	Salary and benefits	\$ 884,354.00	\$ 931,897.00	\$ 47,543.00
Human Resources	Salary and benefits	\$ 1,278,180.00	\$ 1,339,524.00	\$ 61,344.00
Planning	Salary and benefits	\$ 1,878,463.00	\$ 1,960,257.00	\$ 81,794.00
Facilities Maintenance	Salary and benefits	\$ 1,429,927.00	\$ 1,487,361.00	\$ 57,434.00
Fleet Services	Salary and benefits	\$ 2,128,215.00	\$ 2,217,210.00	\$ 88,995.00
Police	Salary and benefits	\$ 46,526,156.00	\$ 46,635,210.00	\$ 109,054.00
Fire	Salary and benefits	\$ 29,397,605.00	\$ 29,415,438.00	\$ 17,833.00
Building & Codes	Salary and benefits	\$ 2,149,485.00	\$ 2,247,263.00	\$ 97,778.00
Engineering	Salary and benefits	\$ 1,860,846.00	\$ 1,934,229.00	\$ 73,383.00
Traffic	Salary and benefits	\$ 1,195,275.00	\$ 1,249,568.00	\$ 54,293.00
Transportation	Salary and benefits	\$ 1,940,668.00	\$ 2,008,487.00	\$ 67,819.00
Solid Waste	Salary and benefits	\$ 4,154,562.00	\$ 4,317,995.00	\$ 163,433.00
Street	Salary and benefits	\$ 4,280,388.00	\$ 4,454,331.00	\$ 173,943.00
Civic Plaza	Salary and benefits	\$ 84,106.00	\$ 87,076.00	\$ 2,970.00
Parks & Recreation	Salary and benefits	\$ 4,280,388.00	\$ 4,590,122.00	\$ 309,734.00
Senior Center	Salary and benefits	\$ 1,076,393.00	\$ 1,110,483.00	\$ 34,090.00
Old Fort Golf	Salary and benefits	\$ 1,444,529.00	\$ 1,493,754.00	\$ 49,225.00
Bloomfield Links	Salary and benefits	\$ 161,894.00	\$ 165,482.00	\$ 3,588.00
	Training & Travel		\$ (250,000.00)	\$ (250,000.00)
	Repairs & Maintenance (various)		\$ (350,000.00)	\$ (350,000.00)
	Supplies (various)		\$ (425,000.00)	\$ (425,000.00)
	Unforeseen Contingencies		\$ (100,000.00)	\$ (100,000.00)
	Chamber of Commerce	\$ 622,600.00	\$ 699,100.00	\$ 76,500.00
Solid Waste	FY25 CIP - Transfer Station	\$ -	\$ 24,000,000.00	\$ 24,000,000.00
				<u>\$ 31,440,103.98</u>
CHANGE IN RESERVED, RESTRICTED, AND ASSIGNED FUND BALANCE		\$ (83,179,582.75)	\$ (83,179,582.75)	\$ -
CHANGE IN UNASSIGNED FUND BALANCE		\$ (3,099,281.69)	\$ (27,008,308.45)	\$ 23,909,026.76
ESTIMATED ENDING FUND BALANCE		\$ 136,077,890.00		
Adjustments for FY24 Closing Entries				
TOTAL ESTIMATED ENDING FUND BALANCE		\$ 136,077,890.00	\$ 112,168,863.24	\$ (23,909,026.76)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Airport Fund</u>				
	<u>Expenditures</u>			
	Salaries and benefits	\$ 722,487.00	\$ 747,171.00	\$ 24,684.00
				<u>\$ 24,684.00</u>
	CHANGE IN FUND BALANCE (CASH)	\$ (407,387.00)	\$ (432,071.00)	(24,684.00)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Drug Fund</u>				
	<u>Expenditures</u>			
	Machinery & Equipment	\$ 100,000.00	\$ 220,000.00	\$ 120,000.00
	Transportation Equipment	\$ 160,000.00	\$ 330,000.00	\$ 170,000.00
				<u>\$ 290,000.00</u>
	CHANGE IN FUND BALANCE (CASH)	\$ (345,500.00)	\$ (635,500.00)	(290,000.00)

Ordinance 24-O-44								
EXHIBIT B								
2024-2025 FUNDED POSITION COUNT								
	2022/2023		2023/2024		2024/2025		2024/2025	
	ACTUAL		ACTUAL		ADOPTED		AMENDED	
DESCRIPTIONS	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
DEPARTMENTS								
Mayor & Council	7		7		7		7	
City Manager	15		11		12		12	
Finance	21		23		25		25	
Legal	10		10		8		9	
City Court	7		7		7		7	
Purchasing	3		3		3		3	
Information Technology	20		23		24		24	
GIS	4	1	4	1	5	1	5	1
Communications	7	1	8		8		8	
Human Resources	11		11		12		12	
Facilities Maintenance	13	1	16	1	16	1	16	1
Fleet Services	21		22		24		24	
Police	393	46	397	46	416	46	416	48
Fire	243	1	243	1	245	1	245	1
Building & Codes	26		26		26		26	
Planning	17	12	17	14	17	14	17	14
Community Development	4		4		4		4	
Transportation	28	7	28	7	34	7	34	7
Engineering	14		14		16		16	
Street	54	9	54	9	56	8	56	8
Civic Plaza	1		1		1		1	
Recreation	100	304	105	305	108	307	108	307
Golf	16	39	16	39	16	43	17	42
Solid Waste	47		48		48		48	
Total General Fund	1,082	421	1,098	423	1,138	428	1,140	429
Airport Fund	4	10	6	9	6	9	6	9
	4	10	6	9	6	9	6	9
	1,086	431	1,104	432	1,144	437	1,146	438

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Amending the Zoning Ordinance – Retail Hybrid and Distribution Uses
[Public Hearing Required]

Departments: Planning/Legal

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

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.

On November 7, 2024, Council held a public hearing and approved this matter on First Reading. Subsequently, it was determined that an additional public hearing was needed due to increased legal notice requirements for Zoning Ordinance text amendments adopted by the General Assembly earlier this year.

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-O-40
2. Planning Commission staff comments from 10/02/24 meeting
3. Planning Commission minutes from 10/02/24 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.

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

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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION 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

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:

SECTION 1. 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.

SECTION 2. 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.

SECTION 4. 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.

SECTION 5. 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.

SECTION 6. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

1st reading _____


2nd reading _____

ATTEST:

Erin Tucker
City Recorder

Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

Chart 1
Page 1 of 8

USES PERMITTED ³	ZONING DISTRICTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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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.

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

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

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USES PERMITTED ³	ZONING DISTRICTS																																										OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P	cco																
COMMERCIAL																																											
Adult Cabaret																			X ⁹																								
Adult Entertainment Center																			X ⁹																								
Adult Motel																			X ⁹																								
Adults-Only Bookstore																			X ⁹																								
Adults-Only Motion Picture Theater																			X ⁹																								
Amusements, Commercial Indoor															X	X	X	X	X	X	X				S																		
Amusements, Commercial Outdoor excluding Motorized																X	X		X	X	X				S	S	N																
Amusements, Commercial Outdoor Motorized except Carnivals																			S	S	S						N																
Animal Grooming Facility															X	X	X		X	X	X																						
Antique Mall															X	X	X	X	X	X	X																						
Antique Shop <3,000 sq. ft.												X	X	X	X	X	X	X	X	X	X		X																				
Art or Photo Studio or Gallery												X	X	X	X	X	X	X	X	X	X		X		X																		
Artisan Use < 3,000 sf, other than enumerated elsewhere														X	X	X	X	X	X	X	X																						
Automobile Body Shop ¹²																			X	X							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																			X	X	X						N																
Automotive/Motor Vehicle Service															S	X	X		X	X	X																						
Bakery, Retail														X	X	X	X	X	X	X	X																						
Bank or Credit Union, Branch Office or Main Office												X	X	X	X	X	X	X	X	X	X																						
Bank, Drive-Up Electronic Teller												X	X	X	X	X	X	X	X	X	X	X	X																				
Barber or Beauty Shop												X	X	X	X	X	X	X	X	X	X		X																				
Beer, Packaged														X	X	X		X	X	X	X																						
Boat Rental, Sales, or Repair																			X	X	X						N																
Book or Card Shop												X	X	X	X	X	X	X	X	X	X		X																				
Brewery, Artisan ²⁹														X	X	X		X	X	X	X																						
Brewery, Micro ²⁹																X		X	X	X	X																						
Brewpub ³⁰														X	X	X	X	X	X	X	X																						
Business and Communication Service												X	X	X	X	X	X	X	X	X	X																						
Business School												X	X		X	X	X	X	X	X	X																						
Campground, Travel-Trailer Park																			S	S	S						N																

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Carnivals													X	X	X	X	X	X	X	S	S	S		X			S	N															
Catering Establishment												X	X	X	X	X	X	X	X	X	X		X																				
Cigar Lounge																S	S	S	X	X	X																						
Clothing Store														X	X	X	X	X	X	X	X																						
Coffee, Food, or Beverage Kiosk														X	X	X	X	X	X	X	X																						
Commercial Center (≤25,000 SF)														X	X	X	X	X	X	X	X																						
Convenience Store, ≤5,000 SF														X	X	X	X	X	X	X	X																						
Convenience Store > 5,000 SF																X	X		X	X	X							N															
Crematory																			S	S	S							N															
Data Center ≤15,000 SF													X		X	X			X	X	X							N															
Department or Discount Store															X	X	X	X	X	X	X																						
Distillery, Artisan ²⁹																X		X	X	X	X																						
Drive-In Theater																X			X	X	X							N															
Dry Cleaner ≤3,000 SF (No On-Site Cleaning)														X	X	X	X	X	X	X	X																						
Financial Service												X	X	X	X	X	X	X	X	X	X																						
Fireworks Public Display																										X																	
Fireworks Retailer																S			S	S	S							N															
Fireworks Seasonal Retailer														S	S	S			S	S	S							N															
Fitness/ Health Club Facility >5,000 SF														X	X	X	X	X	X	X	X																						
Fitness studio/ personal instruction ≤5,000 SF												X	X	X	X	X	X	X	X	X	X	X	X	X																			
Flower or Plant Store												X	X	X	X	X	X	X	X	X	X		X																				
Funeral Home														S		X	X		X	X	X																						
Garden and Lawn Supplies															S	X	X	X	X	X	X																						
Gas--Liquified Petroleum, Bottled and Bulk																X			X	X	X																						
Gasoline Sales														X	X	X	X		X	X	X							N															
General Service and Repair Shop																X		X	X	X	X																						
Glass--Auto, Plate, and Window																X	X		X	X	X																						
Glass--Stained and Leaded														X	X	X	X	X	X	X	X																						
Greenhouse or Nursery																X	X		X	X	X							N															
Grocery Store														X	X	X	X	X	X	X	X																						
Group Assembly, <250 persons												S	S		X	X	X	X	X	X	X	S	S	S																			
Group Assembly, >250 persons												S	S		S	S	X	S	S	S	S	S	S	S																			
Ice Kiosk, Automated															X	X			X	X	X							N															
Interior Decorator												X	X	X	X	X	X	X	X	X	X		X																				
Iron Work																X			X	X	X							N*															
Janitorial Service															X	X	X	X	X	X	X																						
Kennels																X			X	X	X							N															

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Keys, Locksmith															X	X	X	X	X	X	X																							
Laboratories, Medical												X	X		X	X	X		X	X	X	X	X	X																				
Laboratories, Testing															X	X	X		X	X	X																							
Laundries, Self-Service														X	X	X			X	X	X																							
Lawn, Tree, and Garden Service																X			X	X	X																							
Liquor Store															X	X	X		X	X	X							N																
Livestock, Auction																			X	X	X							N																
Lumber, Building Material																			X	X	X							N																
Manufactured Home Sales																			X	X								N																
Massage Parlor																			X ⁹																									
Motor Vehicle: Sales , Rental (Automobiles) ³																S	S		X ³	X ³	X ³							N																
Motor Vehicle: Sales, Rental (Other Than Automobiles) ³																			X ³	X ³	X ³							N																
Motor Vehicle: Sales, Rental, Repair (Medium & Heavy Duty Commercial Vehicles) ³																			X ³	X ³								N																
Movie Theater															X	X	X	X	X	X	X																							
Music or Dancing Academy															X	X	X		X	X	X																							
Offices												X	X	X	X	X	X	X	X	X	X	X ⁵	X ⁵	X ⁵																				
Optical Dispensaries												X	X		X	X	X	X	X	X	X	X	X	X																				
Parking Structure																X	X	X	X	X	X			X	X																			
Pawn Shop																X			X	X	X							N																
Payday Loan, Title Loan, or Check-Cashing Service																X			X	X	X							N																
Personal Service Establishment														X	X	X	X	X	X	X	X																							
Pet Crematory																			S	S	S							N																
Pet Funeral Home															X	X			X	X	X							N																
Pet Shops															X	X	X	X	X	X	X																							
Pharmacies, Apothecaries												X	X	X	X	X	X	X	X	X	X	X	X	X																				
Plasma Donation Center																			X	X	X			X																				
Radio, TV, or Recording Studio																X	X	X	X	X	X																							
Radio and Television Transmission Towers															S	S			S	S	S				S			N																
Rap Parlor																			X ⁹																									
Restaurant and Carry-Out Restaurant														X	X	X	X	X	X	X	X																							
Restaurant, Drive-In																X			X	X	X							N																
Restaurant, Specialty														X	X	X	X	X	X	X	X																							
Restaurant, Specialty -Limited												S	S	X	X	X	X	X	X	X	X	S	S	S																				
Retail Shop, firearms																			X	X	X							N																
Retail Shop, other than enumerated elsewhere															X	X	X	X	X	X	X																							
Retail Shop: Tobacco, Vape, Dispensary ³¹																X ³¹			X ³¹	X ³¹	X ³¹							N																
Salvage and Surplus Merchandise																X			X	X	X							N																

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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.

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

USES PERMITTED ³	ZONING DISTRICTS																																											OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P		CCO																
Custom Wood Products																			X	X	X							N*																
Data Center / Server Farm > 15,000																			S	S	S							N																
Distillery ²⁰																			X	X	X							N																
Dry Cleaning- Laundering Facility > 3,000																X			X	X	X							N																
Electrical or Electronic Equipment, Appliances, and Instruments																			X	X	X							N																
Fabricated Metal Products and Machinery																			X	X	X							N*																
Fertilizer																			X									N																
Food and Beverage Products except animal slaughter, stockyards, rendering, and brewery																			X	X	X							N																
Furniture and Fixtures																			X	X								N*																
Jewelry																			X	X	X							N*																
Junkyard																			S									N																
Leather and Leather Products except tanning and finishing																			X	X	X							N*																
Leather and Leather Products, Tanning and Finishing																			X									N																
Lumber and Wood Products																			X	X								N																
Mobile Home Construction																			X									N																
Musical Instruments																			X	X	X							N*																
Office/Art Supplies																			X	X	X							N*																
Paints																			X	X								N																
Paper Mills																			S									N																
Paper Products excluding paper and pulp mills																			X	X								N																
Petroleum, Liquified Petroleum Gas and Coal Products except refining																			S									N																
Petroleum, Liquified Petroleum Gas and Coal Products refining																												N																
Pharmaceuticals																			X	X	X							N																
Photographic Film Manufacture																			X	X								N																
Pottery, Figurines, and Ceramic Products																			X	X	X							N*																
Primary Metal Distribution and Storage																			X	X								N																
Primary Metal Manufacturing																			X	X								N																
Printing and Publishing																X	X	X	X	X	X																							
Recycling center																S			X	X	X							N																
Recycling Center: Temporary Mobile															S	S			S	S	S				S			N																
Rubber and Plastic Products except rubber or plastic manufacture																			X	X								N																

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Rubber and Plastic Products, Rubber and Plastic Manufacture																			X	X								N																
Saw Mills																			X									N																
Scrap Metal Processors																			S									N																
Scrap Metal Distribution and Storage																			S									N																
Scrap Processing Yard																			S									N																
Secondary Material Dealers																			S									N																
Silverware and Cutlery																			X	X	X							N*																
Small Moulded Metal Products																			X	X								N																
Sporting Goods																			X	X	X							N																
Stone, Clay, Glass, and Concrete Products																			X	X								N*																
Textile, Apparel Products, Cotton--Factoring, Grading																			X	X	X							N*																
Textile, Apparel Products, Cotton Gin																			X	X								N																
Tire Manufacture																			X	X								N																
Tobacco Products																			X	X								N																
Toiletries																			X	X	X							N*																
Transportation Equipment																			X	X	X							N																
Warehousing, Transporting/Distributing/Fulfillment ¹⁸																			X	X	X							N																
Winery ²⁰																			X	X	X							N																
TRANSPORTATION AND PUBLIC UTILITIES																																												
Bus Terminal or Service Facility																X			X	X	X																							
Electric Transmission, Gas Piping, Water/Sanitary Sewer Pumping Station	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X																	
Freight Terminal, Service Facility																X			X	X	X							N																
Garbage or Refuse Collection Service																			X	X								N																
Gas, Electric (Including Solar Farms), Water, Sewerage Production and/or Treatment Facility, Landfill ¹⁹																			X	X	S							N																
Post Office or Postal Facility														X	X	X	X	X	X	X	X																							
Railroad Station/Terminal																S			S	S	S																							
Refuse Processing, Treatment, and Storage																			S									N																
Telephone or Communication Services															X	X	X	X	X	X	X																							
Taxicab Dispatch Station																X			X	X	X							N																

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Zoning amendment along East Castle Street
[Public Hearing Required]

Department: Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amending the PRD zoning on approximately 0.15 acres located along the north side of East Castle Street west of South University Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning amendment.

The Planning Commission recommended approval of the zoning amendment at its meeting on October 30, 2024.

Background Information

Nashville Comfort, LLC presented a zoning application [2024-416] to amend the PRD (Planned Residential District) zoning on approximately 0.15 acres located along the north side of East Castle Street. During its regular meeting on October 30, 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 zoning amendment will enable the completion of two single-family attached homes.

Establish Strong City Brand

This zoning amendment will assist in allowing reinvestment and redevelopment in the City's downtown, which will continue to strengthen the identity of downtown as a place to live, work, and play.

Attachments:

1. Ordinance 24-OZ-41
2. Maps of the area
3. Planning Commission staff comments from 10/30/2024 meeting

4. Planning Commission minutes from 10/30/2024 meeting
5. Amended East Castle Manor PRD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 30, 2024
PROJECT PLANNER: HOLLY SMYTH**

5.a. Zoning application [2024-416] to amend the PRD zoning (East Castle Manor PRD; 2023-411) on approximately 0.15 acres located along East Castle Street (with CCO zoning to remain), Nashville Comfort, LLC applicant.

The subject property is located on the north side of East Castle Street west of South University Street and involves one parcel. The site is identified as Tax Map 102D, Group D, Parcel 015.00 (also known as 531 A & B East Castle Street) and contains approximately 6,500 square-feet of lot area. This single parcel that has a newly constructed two-family dwelling on it, and this request proposes to amend the existing Planned Residential District (East Castle Manor PRD) zoning that was approved by City Council on December 14, 2023. (The existing City Core Overlay District zoning designation for this property is proposed to remain.) Within the CCO, a 21' "build-to line" was determined to be the average existing front setbacks along the block face which includes 12 properties as shown on page 10 of the program book, but a 22' "build-to-line" was approved. Now the proposed PRD amendment would further modify the previously approved front "22' build-to line" in the original PRD to a 40' "build-to line".

Additionally, the applicant proposes to remove the wrought iron fence element to only include 6' wood fencing. The original wrought iron fence element was to be located in the rear yard along the easterly and westerly property lines. The wood fence has been built along the entire property line within the back yard area with an additional separation fence provided between the two housing units. All other provisions of the originally approved PRD have been met during the new build and the only other revisions to the pattern book are just some minor adjustments to statistical info as summarized in the attached response letter.

Exception(s) Requested: Page 16 of the Program Book shows the comparison for this development to the R-D and CCO districts with the requested **7 exceptions shown in red text**. The only modification to these exceptions with this amendment was made to item 7 as follows:

- 7) Requesting an exception to the CCO District's previously approved build-to line of 22' to a 40' Build-to Line (18' increase).

Minor deviation provisions under Section 13(D)(6) could only be utilized if the building location was deviating no more than 5' from the original approval. Because the building was constructed an additional 18' back (to 40') from the approved 22', a zoning amendment had to be filed.

Department Recommendation

The front building setback for the new two-family structure does not comply with the “build-to line” required by the CCO regulations or the conditions of the original PRD zoning. Its siting further back on the site was done in error by the developer. However, there was some confusion by various parties regarding differing versions of the site plan, as well as some gaps in the City’s process to ensure that the correct site plan was being used with the official set. When the mistake in siting the building was identified, the Planning Staff recommended to the applicant that he apply for an amendment to the PRD zoning to allow the structure in its current location, as the amount of variance exceeded what the Planning Director has the authority to approve as a minor deviation. Absent an amendment to the plan, the applicant would be required to physically remove all or part of the structure to bring it into compliance, and Staff did not believe that to a practical solution. While the greater 40’ front building setback does not achieve the more uniform urban form for this structure relative to other existing structures in the vicinity, it will allow additional on-site parking, which will reduce the need for on-street parking for residents and visitors of the subject development. For the reasons stated in this paragraph, Staff is **supportive** of this zoning amendment.

Action Needed

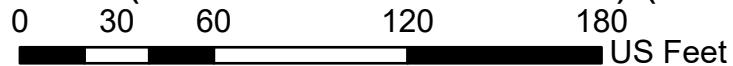
The applicant will make a presentation to the Planning Commission on the proposed zoning amendment. The Planning Commission should conduct a public hearing, after which it will need to formulate a recommendation to City Council.

Attachments:

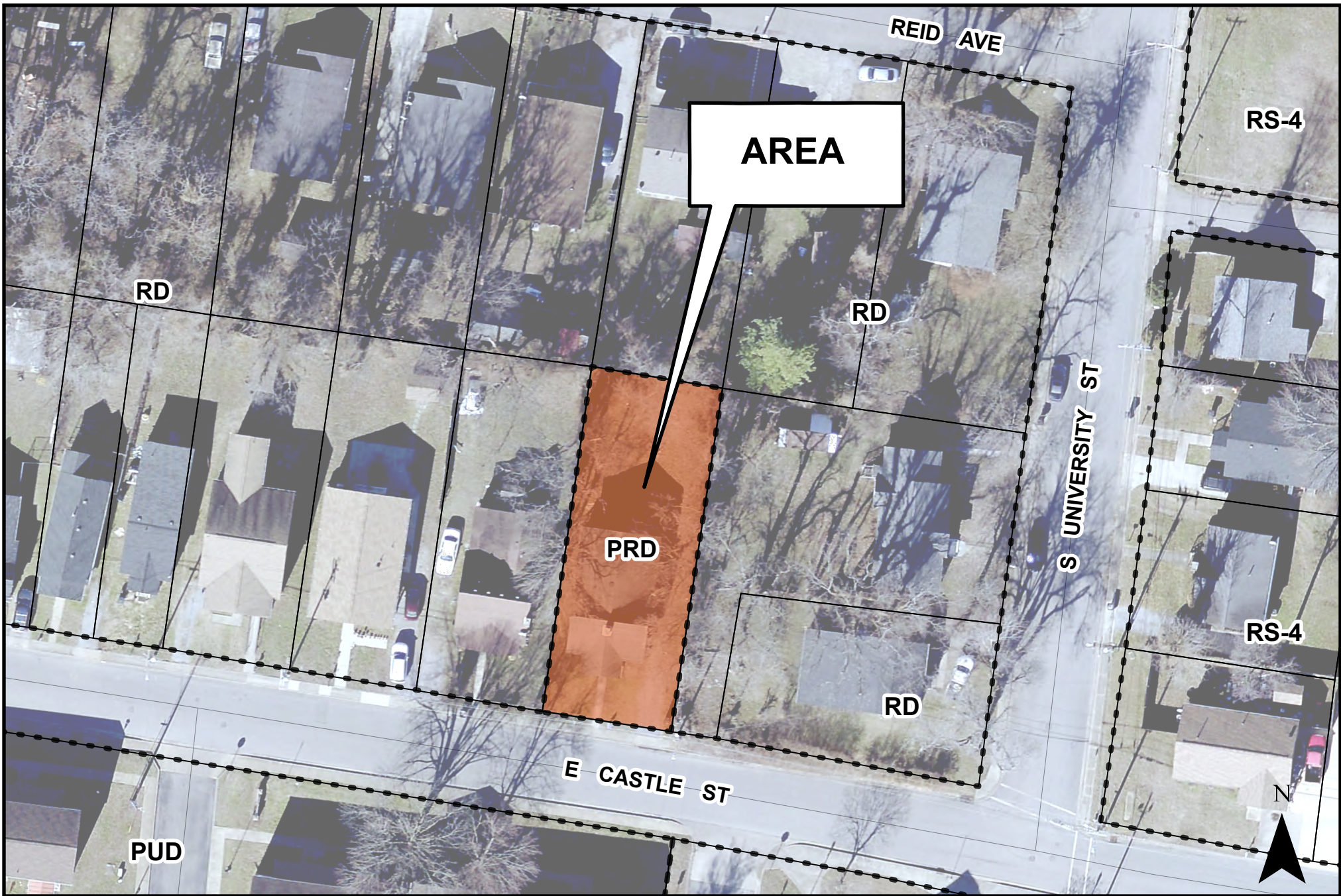
- NoOrtho Map-
- Ortho Map
- Program Book
- Response letter regarding changes to program book
- 2023 Planning Commission staff report



Zoning request for property along East Castle Street
PRD Amendment (East Castle Manor PRD) (CCO to remain)



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

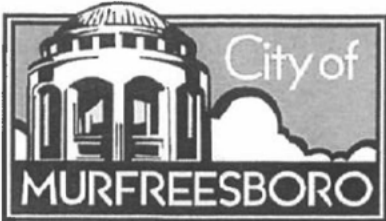


Zoning request for property along East Castle Street
PRD Amendment (East Castle Manor PRD) (CCO to remain)

0 30 60 120 180
US Feet



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



T E N N E S S E E

Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Brian Burns

Address: 6 N Public Sq **City/State/Zip:** Murfreesboro

Phone: 615-405-5647 **E-mail address:** [REDACTED]

PROPERTY OWNER: Nashville Comfort LLC

Street Address or property description: 531 East Castle Street

and/or Tax map #: 102 **Group:** D **Parcel (s):** 15.00

Existing zoning classification: RD

Proposed zoning classification: PRD **Acreage:** .149 Acres

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

E-mail: _____

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 9/12/2024

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

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

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

Revised 7/20/2018



Site Engineering Consultants
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615)890-7901
www.sec-civil.com

October 1st, 2024

Holly Smyth
City of Murfreesboro Planning Department
111 West Vine Street, 2nd Floor
Murfreesboro, TN 37133

RE: East Castle Manor PRD#2023-411
Responses to Staff Comments
SEC Project No. 23322

Dear Holly,

The pattern book has been revised per staff comments. The revisions are outlined below.

(09-30-2024) Initial Staff Comments

Cover Page

- Added City Council approval date & effective date, list of modified pages, and revised project address.

Page 3

- Added language regarding modification of fencing materials from wrought iron to wood.

Page 6

- Revised site photo call-out description on photo 3 to “north”

Page 10

- Revised “front setback” to “Build-To Line” on setback diagram.

Page 14

- Revise text to state drive ways are 40’ deep with 4 spaces outside each garage.
- Revised the pedestrian lines to align with front entries.

Page 15

- Revised site data table to show site provides 15% Open Space.

Page 16

- Revised exception 6 to state that each unit will have 4 spaces
- Revised exception 7 to include the CCO build-to-line average of 21' and revised the 40' setback to a 40' build-to-line.

If you need any clarification concerning the revised book, please feel free to contact me at

[REDACTED]

Sincerely,

Matt Taylor, P.E.
SEC, Inc.

EAST CASTLE MANOR

A REQUEST FOR AN AMENDMENT TO THE PREVIOUSLY APPROVED PLANNED RESIDENTIAL DISTRICT (PRD#2023-411)/(CCO)

531 A & B East Castle, Murfreesboro, Tennessee



PRD#2023-411

City Council Approved on December 14th, 2023
Effective Date of December 28th, 2023

Initial Amendment Submittal

September 12th, 2024

Amendment Resubmittal

October 2nd, 2024 for the October 16th, 2024
Planning Commission Workshop

Amendment Resubmittal

October 16th, 2024 for the October 30th, 2024
Planning Commission Public Hearing

Amendment Resubmittal

November 15th, 2024 for the December 5th, 2024
City Council Public Hearing

Modified Pages: 3, 6, 8, 9, 10, 14, 15, and 16

SEC, Inc.

SEC Project #23322



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Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com
Web: www.sec-civil.com

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129



Company Name: BA Homes, LLC
Profession: Developer
Attn: Brian Burns
Phone: (615) 405-5647
Email: brian@bsky.email
Web: www.bahomes.info

6 Public Square South
Murfreesboro, Tennessee 37130

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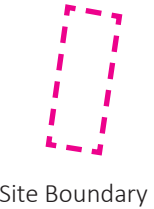
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AERIAL PHOTOGRAPH

Not To Scale

- East Castle Street
- Reid Avenue
- South University Street
- South Highland Avenue

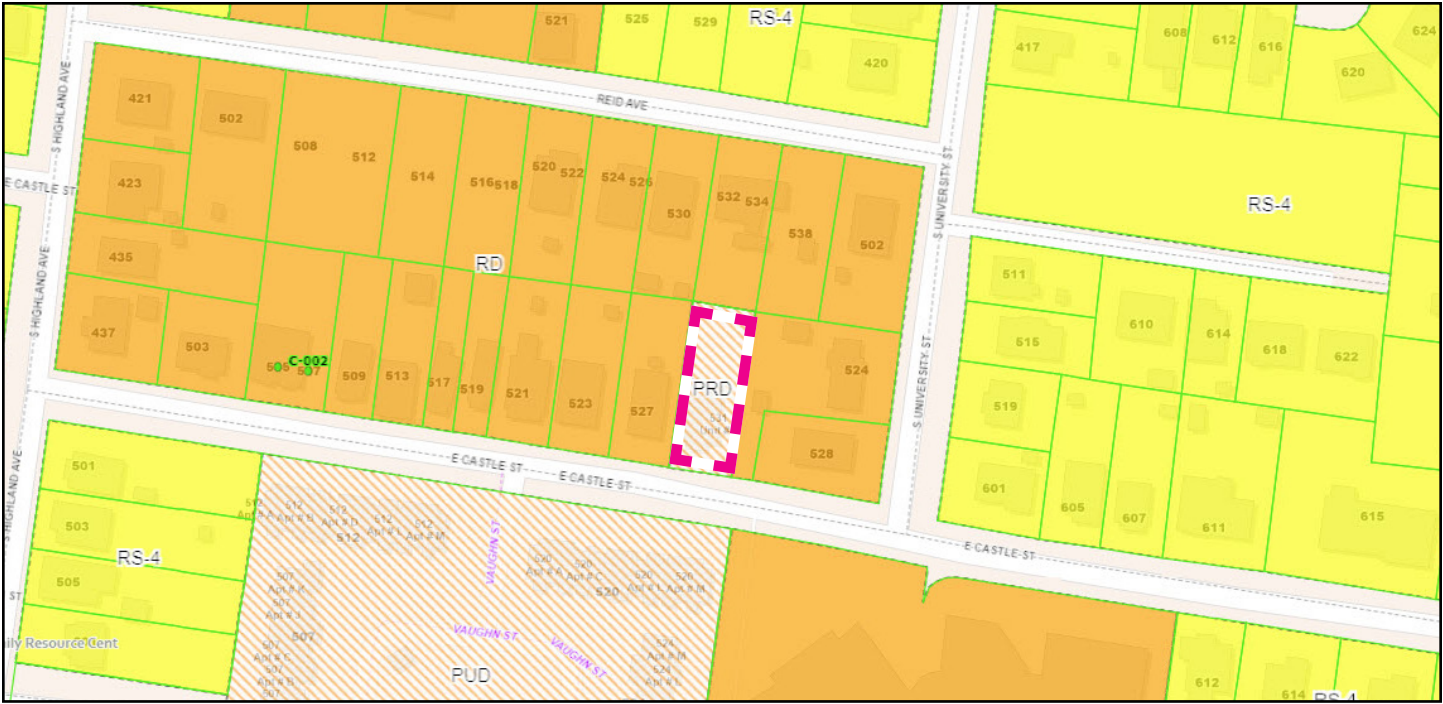


BA Homes, LLC respectfully requests an amendment to the East Castle Manor PRD at 531 East Castle Street. The property is located along the northern side of East Castle Street, directly northwest of Patterson Park, and due North of the Housing Authority's Parkside Apartments being redeveloped. The site is identified as Parcel 15.00 of Tax Map 102D, and is approximately 0.15 acres.

The request for amending the East Castle Manor PRD is to revise the front build-to-line along East Castle Street from 22' to 40', and to modify the use of wrought iron fence to wood fence only. All other standards shall remain the same.

Original Rezoning Request:

The request for rezoning to PRD is to create East Castle Manor. The development proposes a single-family attached duplex consisting of two homes on 0.15 acres, for a density of 13.33 dwelling units per acre. Both homes will be for purchase. Homes will be a minimum of 1,500 square feet and provide a maximum of three bedrooms. Each unit will provide a one-car front-entry garage with a decorative door and accented with windows. The home elevations will be constructed of masonry materials to add quality and character to the community. The homes will include porches and back patios to emulate the surrounding architectural characteristics of the neighborhood. Foundation landscaping will be provided along the East Castle Street elevations. There are no roadways proposed within this development. The H.O.A. will maintain the common areas and driveways.



ZONING MAP

Not To Scale

- RD Residential Duplex (RD)
- RM-16 Residential Multi-Family (RM-16)
- RS-4 Residential Single-Family (RS-4)
- PUD Planned Unit District (PUD)
- PRD Planned Residential District (PUD)



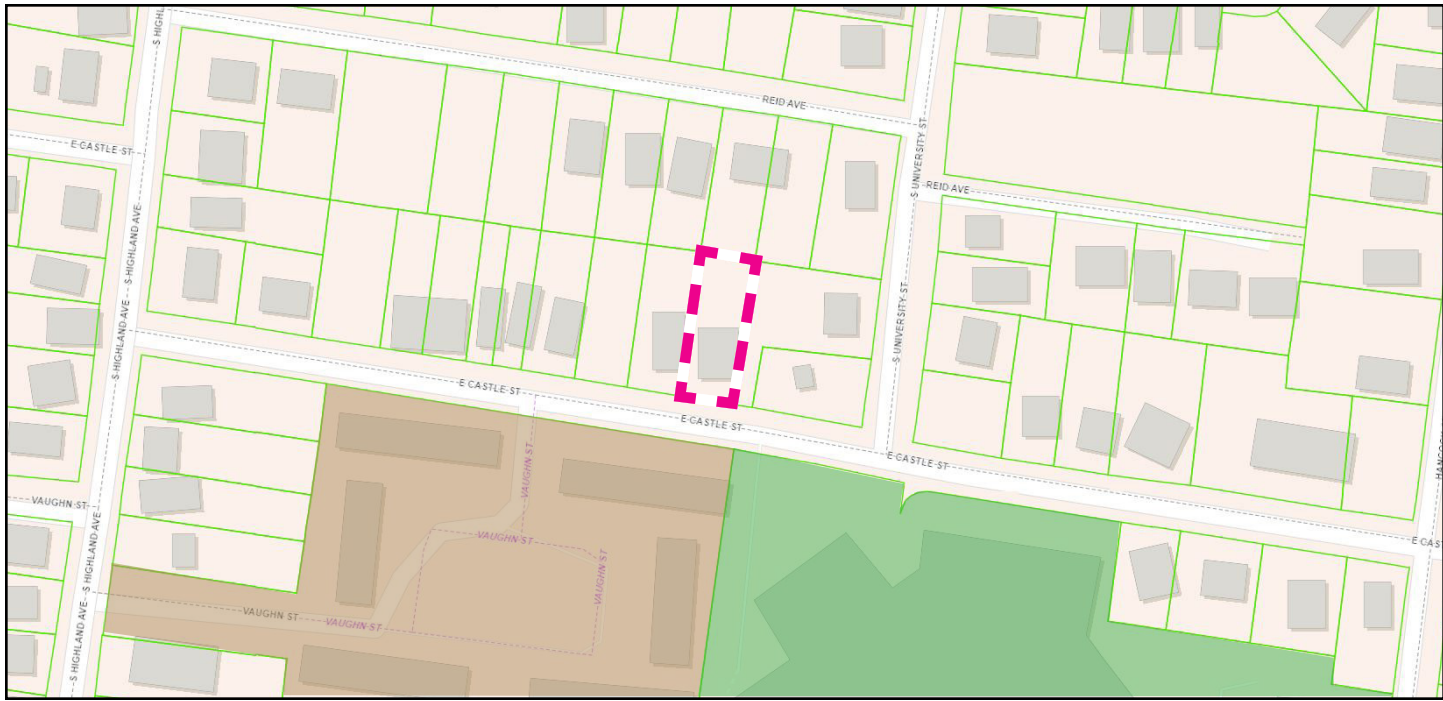
The surrounding area consists of a mixture of zoning types and uses. Currently, all adjacent properties to the proposed development are zoned Residential Duplex (RD). Further to the east and west are areas zoned Residential Single-Family (RS-4). The land zoned RM-16 to the south is Patterson Park and is a public land use open to the community. This development is within the City Core Overlay District.

2035 FUTURE LAND USE MAP



The Murfreesboro Future Land Use Map Amendment proposes this area as Mixed Form Housing (MH). The character of this land use includes a mixture of single-family detached and attached housing with traditional residential character, and an emphasis on street facing facades and the pedestrian network. Generally compatible zoning districts include RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, RD, PRD, and PUD.

The proposed development aligns closely with the Murfreesboro Future Land Use Map in terms of architectural characteristic and emphasis on street facing facades. As per the future land-use plan guidelines, the architecture is designed in such a way to mimic the style of a single-family home.



SUBDIVISION MAP

Not To Scale

- Parkside Apartment Complex
- Patterson Park



Site Boundary

East Castle Manor is surrounded by a mixture of residential dwelling types. Few parcels in the surrounding area are within subdivisions of record. The illustration above shows the Parkside Apartment Complex and Patterson Park to the south.

Most of the dwellings surrounding this development are one to two-story single-family detached homes. These homes consist of a mixture of masonry materials and vinyl soffits on all elevations.

Parkside Apartment Complex is located directly south of this development across East Castle Street. The approved Housing Authority project across the street will consist a total of six 4-plex buildings. Two of the buildings will front East Castle Street with a 22' setback and a new central pocket park will be provided. The buildings will consist of board and batten siding and brick materials. This development has access to East Castle Street via a two-lane entrance and access to South Highland Avenue via a two-lane entrance. This development is to be redeveloped beginning at the start of next year. The redevelopment consists of townhome style apartments along East Castle Street and apartments at the rear of the development.

Patterson Park is a park with a community center open to the public and houses multiple amenities including; Wee Care Day Care Center, the Patterson Park Community Center, the Living Water Worship Center, and a number of athletic/sport amenities.



Parkside Apartment Complex
Redevelopment Sample Photo



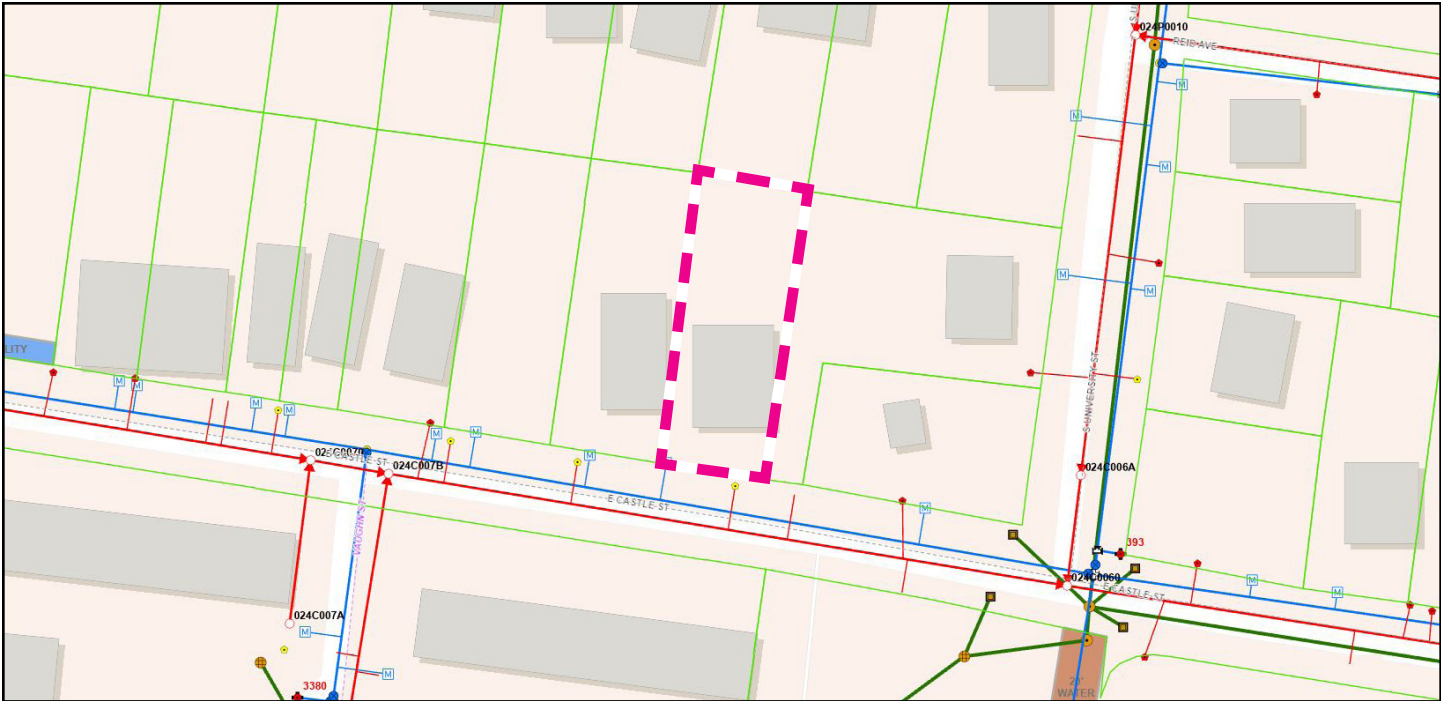
2040 MAJOR TRANSPORTATION PLAN

Not To Scale



Site Boundary

The property has/will have access to the existing public right-of-way of East Castle Street through two driveways, one for each residential home. East Castle Street is a local designated street and is not on the City of Murfreesboro's 2040 Major Transportation Plan for any modifications. East Castle Street is currently built as a two-lane roadway with curb and gutter on both sides of the road, and a sidewalk along both sides of the road.



UTILITY MAP

Not To Scale

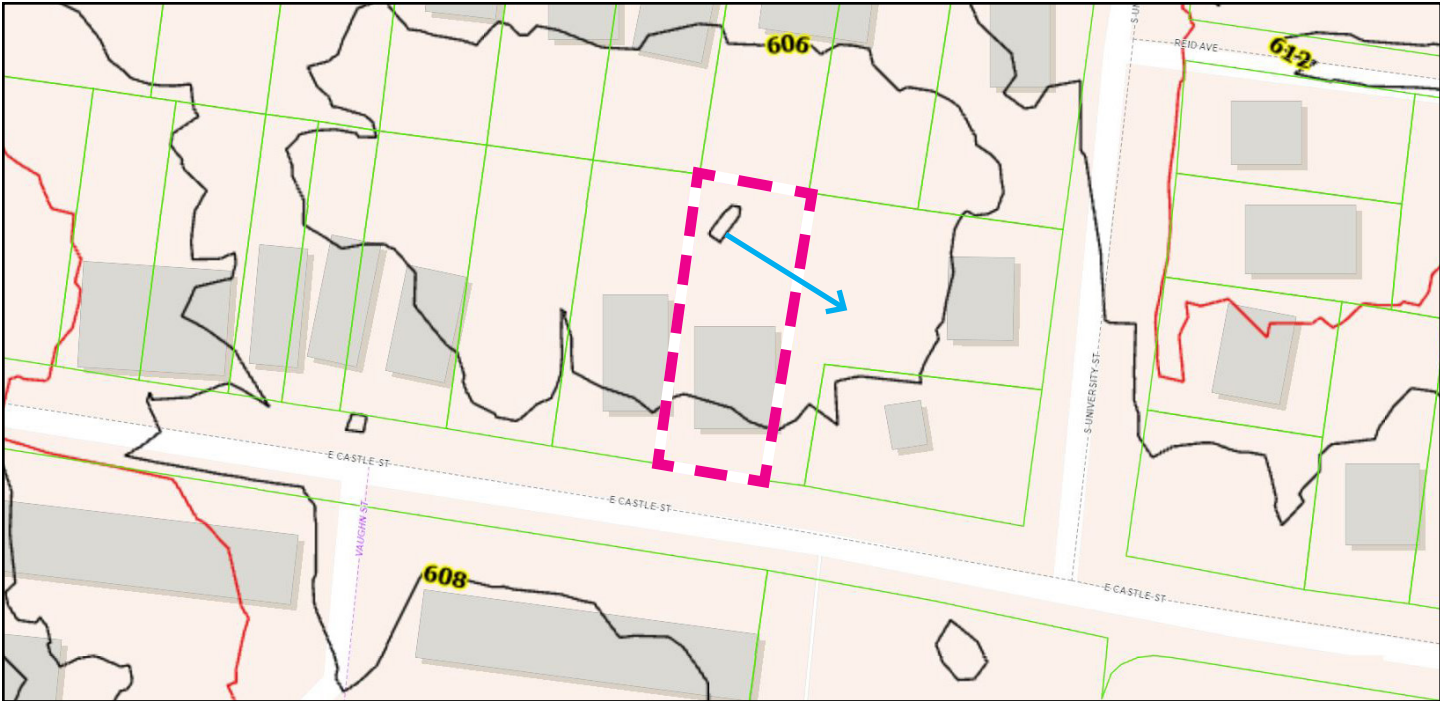


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 8" cast iron water line along East Castle Street for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" vitrified clay gravity sewer line within the R.O.W. of East Castle Street. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



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



HYDROLOGY AND TOPOGRAPHY

Not To Scale



The topographic map above shows the site is relatively flat with little grade change. Stormwater from this site either percolates into the ground or exits the site and enters the stormwater system along East Castle Street before ultimately draining into Lytle Creek.

This site lies within Zone X and is not within a 100-year floodplain or a floodway per FEMA Flood Panel 47149C0260J dated May 9, 2023.

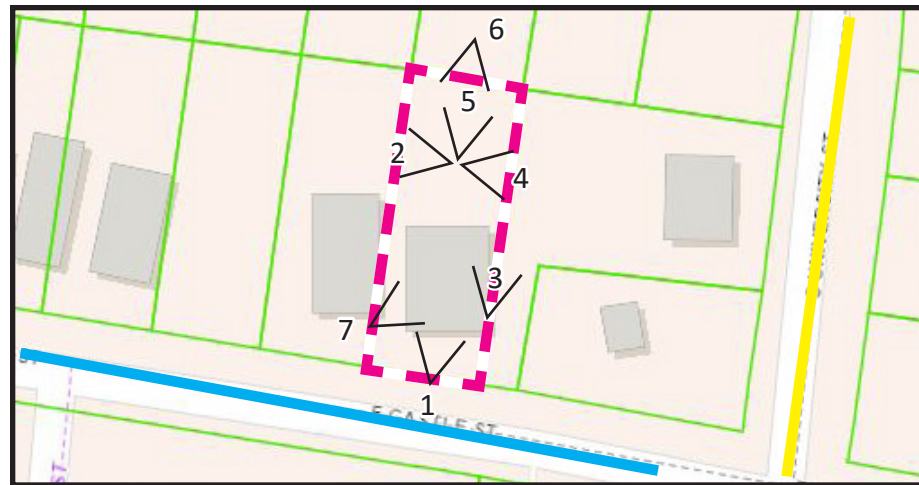


PHOTO DIRECTION MAP

Not To Scale

- East Castle Street
- South University Street



Site



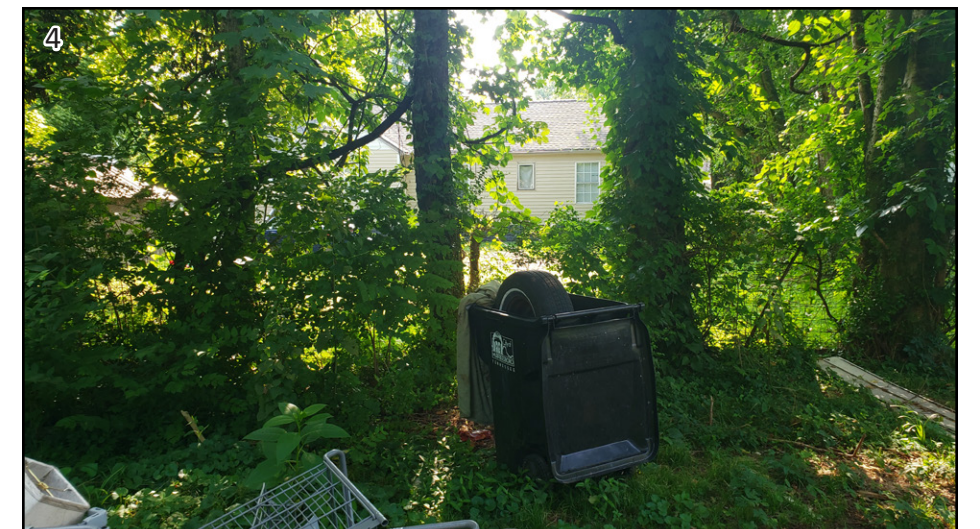
VIEW OF EXISTING SITE LOOKING NORTH FROM EAST CASTLE STREET



VIEW FROM MIDDLE OF SITE LOOKING WEST



VIEW FROM MIDDLE OF SITE LOOKING NORTH



VIEW FROM MIDDLE OF SITE LOOKING EAST



VIEW FROM MIDDLE OF SITE LOOKING NORTH



VIEW FROM NORTHERN PROPERTY LINE LOOKING SOUTH



VIEW FROM CORNER OF ON-SITE PIT LOOKING NORTHEAST

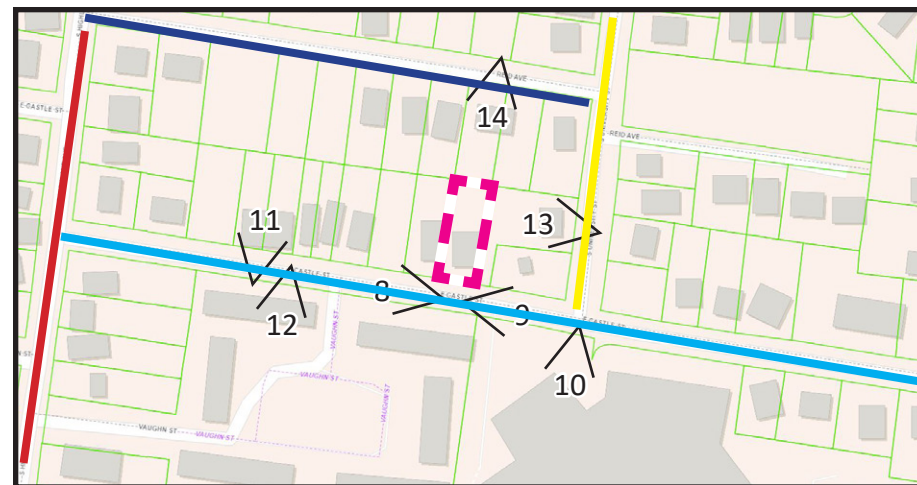


PHOTO DIRECTION MAP

Not To Scale

- East Castle Street
- South University Street
- South Highland Avenue
- Reid Avenue



Site



VIEW FROM PROPOSED DRIVEWAY LOOKING WEST



VIEW FROM PROPOSED DRIVEWAY LOOKING EAST



VIEW OF COMMUNITY CENTER LOOKING SOUTH



VIEW OF DUPLEX ALONG EAST CASTLE STREET LOOKING NORTH



VIEW OF PROPOSED HOUSING AUTHORITY PROJECT LOOKING SOUTH



VIEW OF NEIGHBORING HOME LOOKING WEST



VIEW OF NEIGHBORING HOME LOOKING SOUTH

Land Use Data	
Total Land Area:	±0.15 Acres
Total Number of Homes:	2 Homes
Density: 2 Homes/0.15 Acres =	±13.33 Units/Acre
Maximum Lot Coverage Allowed:	50.00%
Lot Coverage Provided:	40%
Required Private Open Space:	100 SF (50 per Unit)
Provided Private Open Space:	100 SF (50 per Unit)

Parking Requirements	
Number of Bedrooms per Unit= (3 Spaces/ Units) =	3 Bedrooms 6 Spaces
Parking Provided:	
Driveway Spaces:	4 Spaces
Garage Spaces:	<u>2 Spaces</u>
Total Parking Provided:	6 Spaces

-  Proposed Building
-  Open Space
-  Existing Tree Canopy
-  Driveway



SEC Project #23322 Murfreesboro, Tennessee





EXAMPLE OF DECORATIVE MAILBOX



EXAMPLE OF PRIVATE OPEN SPACE



EXAMPLE OF POSSIBLE DECORATIVE WOODEN FENCING

Development Standards:


- 2 Single-Family Attached homes with 3 bedrooms.
- Single-family attached homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single-family attached homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Home occupations, accessory to a principal residential use, shall be permitted in this planned development if they demonstrate that they will comply with the administrative home occupation standards in the Murfreesboro Zoning Ordinance, as they may be amended from time to time. Home occupations that do not comply with said administrative home occupation standards shall not be permitted in this planned development.
- The homes will be a minimum of 1,500 feet of living area.
- Garages will be strictly for parking and not for household storage. This will be implemented through restrictive covenants and enforced by the HOA.
- Homes will have a minimum 1-car front entry garage with decorative garage doors. Driveways shall be a minimum of 16-ft in width.
- Homes shall be recorded and sold as a Horizontal Property Regime (HPR)
- There shall be a minimum 3-ft wide landscape bed located along the front elevation facing East Castle Street, excluding areas for pedestrian and vehicular ingress/egress.
- All mechanical equipment (i.e. HVAC and transformers) to be screened via shrubs or fencing.
- HVAC units will be located at the rear of each residence.
- All on-site utilities will be underground.
- Solid waste shall be handled via individual trash cans stored into notched garages. Cans shall be rolled out to the street on the day of trash pick-up and rolled back after pick-up.
- Mail service will be provided via decorative black mailboxes along East Castle Street to match the surrounding neighborhood character.
- Fencing at rear yards shall be a 6-ft tall, decorative, wooden fence.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company.
- HOA will be managed by independent 3rd party management company.
- The driveways will be owned and maintained by an H.O.A.

Architectural Characteristics:


- Building heights shall not exceed 35 feet in height
- All buildings will be 2-story
- All units will have a maximum of 3 bedrooms
- All the units will have eaves
- Units along East Castle Street will have front-entry garages with a minimum 16-ft wide driveway.
- Garages will have decorative doors with windows that will complement the building architecture.
- Brick water table to be added around the entire building base.

Building Materials:

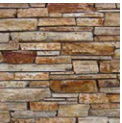
All Elevations: Masonry Materials (Brick, Stone, Fiber Cement Board, etc.)
All Elevations: Vinyl Only Permitted in Trim & Soffit Areas



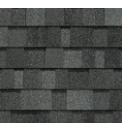
Example of Brick
(Different colors, cuts, patterns will be allowed)



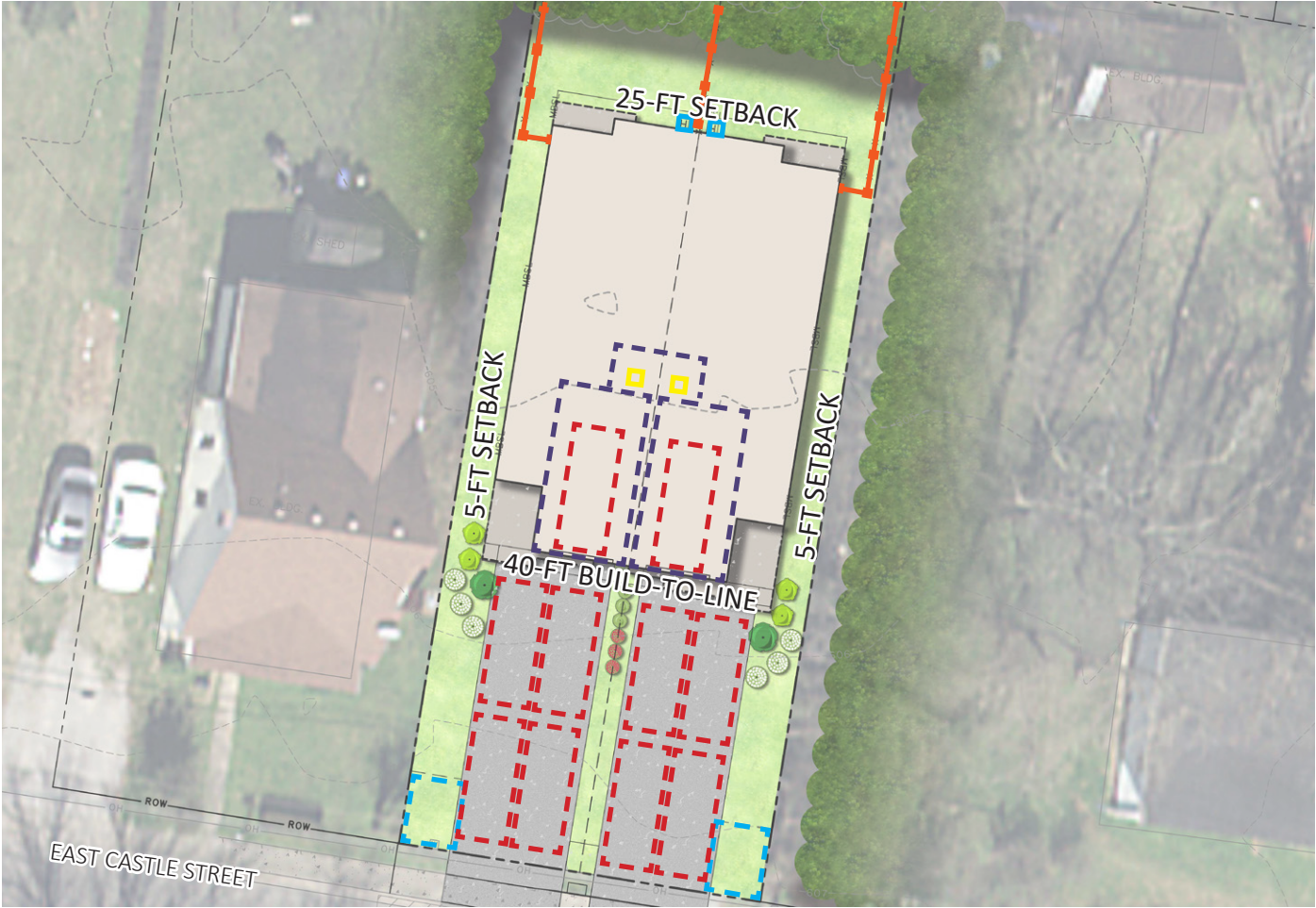
Example of Fiber Cement Board
(Different colors will be allowed)



Example of Stone Veneer
(Different colors, cuts, patterns will be allowed)



Example of Asphalt Shingles
(Different colors will be allowed)



- Unit Parking
- Garage
- HVAC Units
- Trash Carts
- Anticipated water meter clear zone locations
- 6' Wooden Privacy Fence

Site Setbacks

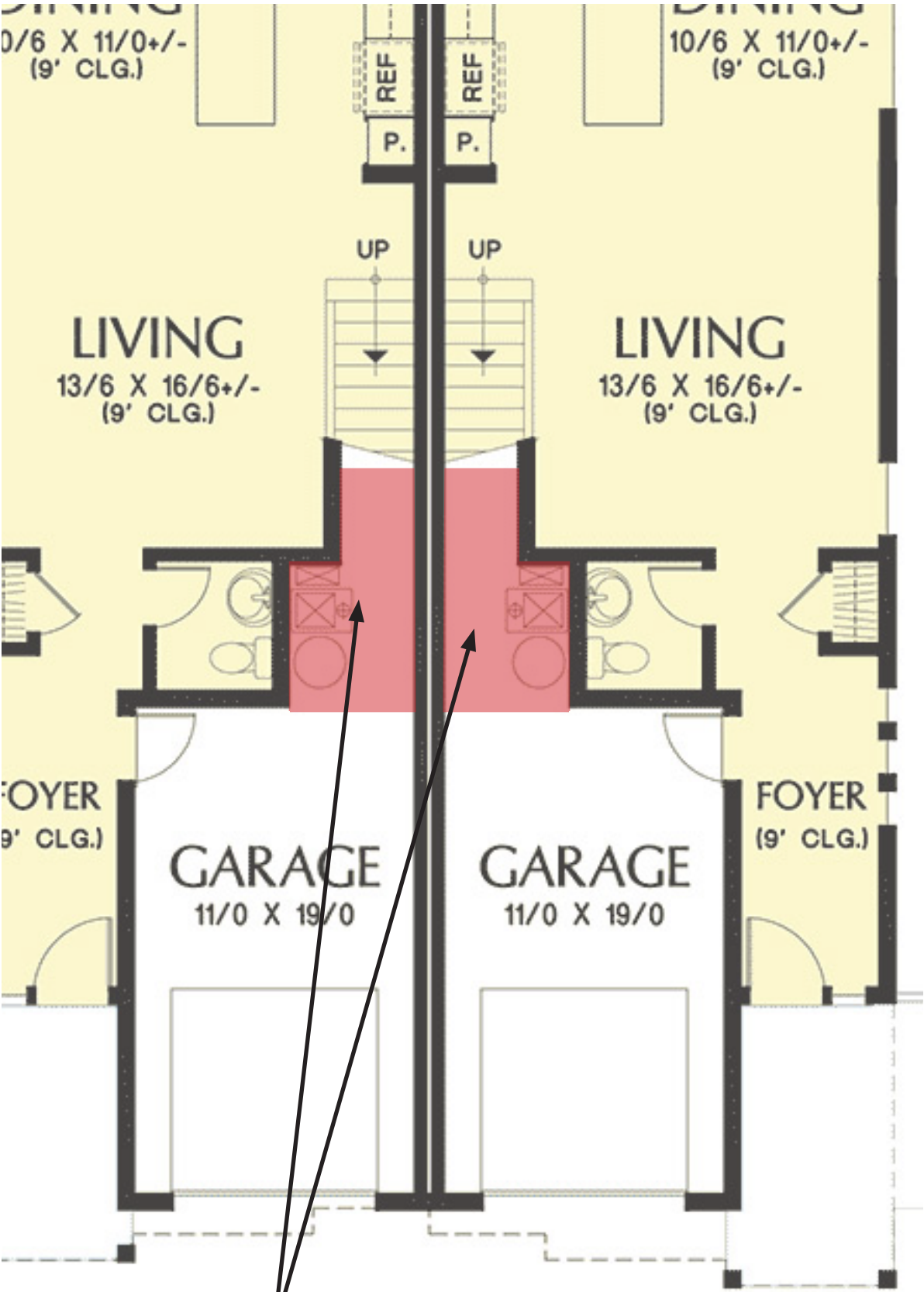
Build-To Line (East Castle Street): 40-feet
Side Setback: 5-feet
Rear Setback: 25-feet

*Requesting increased setback by 18-ft.
*Requesting an exception to the required garage interior clear space standard be reduced to 11'x19'. The proposed garage layouts include an additional bump-out area for water heater and trash-bin storage.

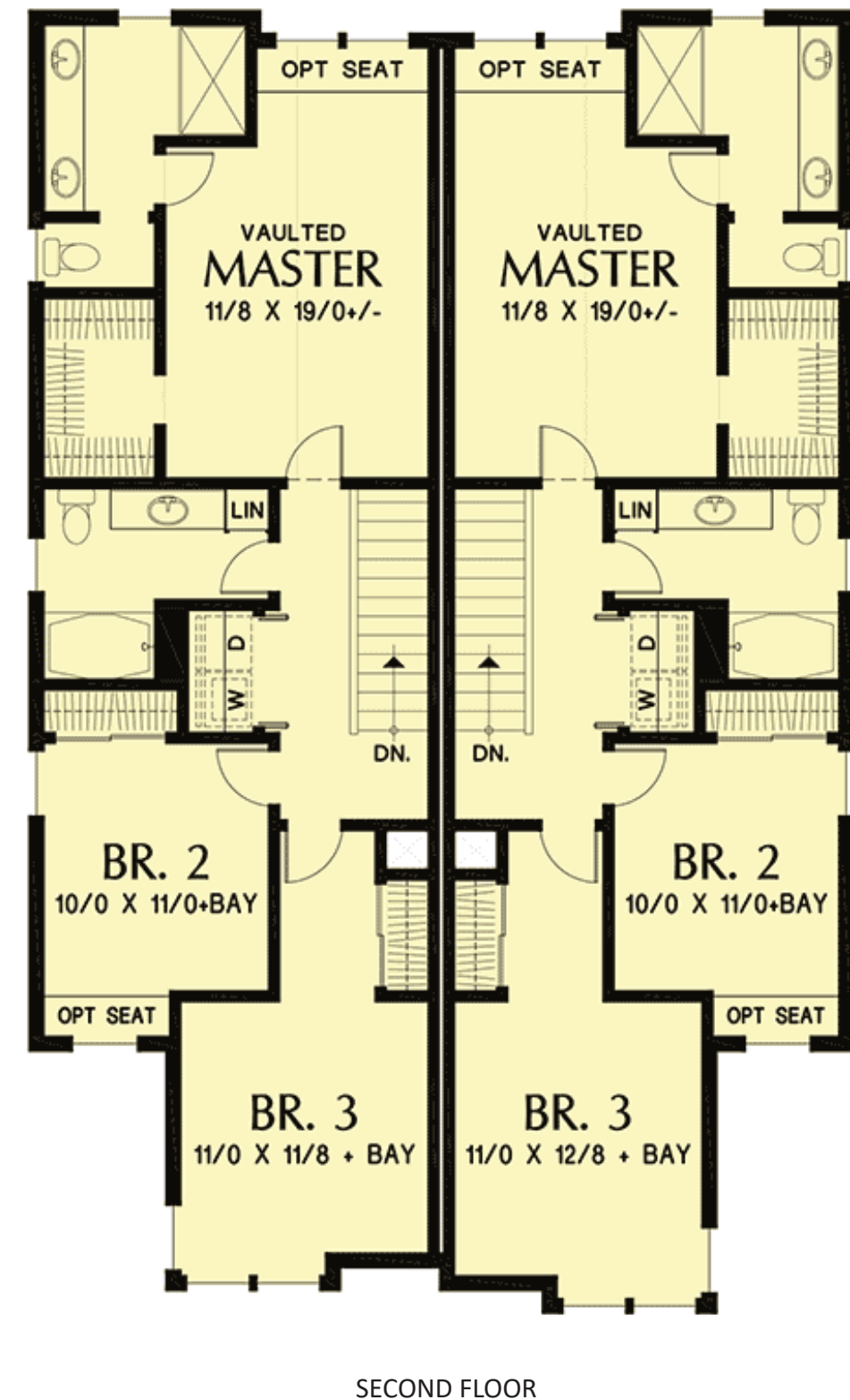
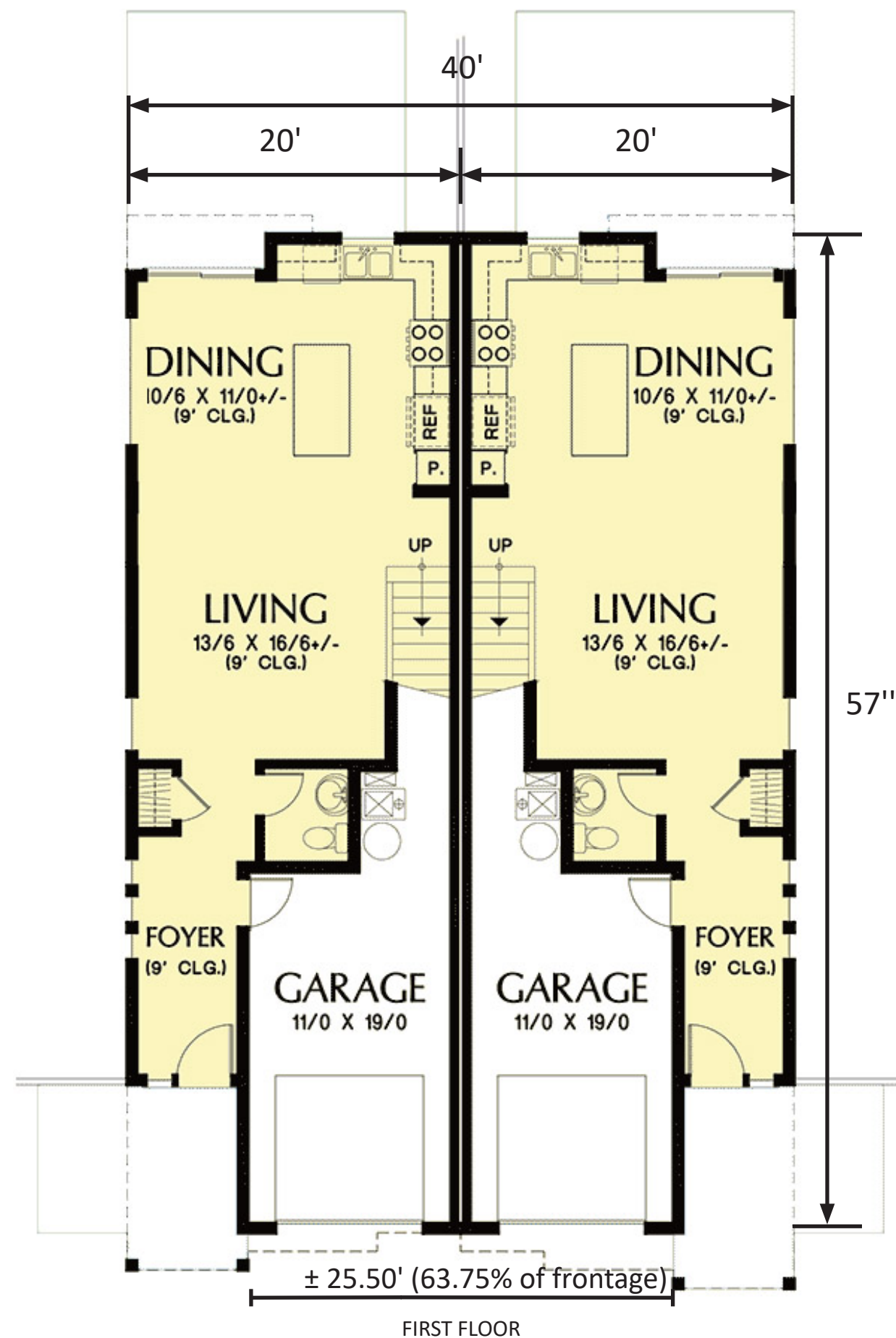
Existing East Castle Building Setbacks & Corner Lots

#503: 21-ft	#521: 30-ft
#505: 20-ft	#523: 19-ft
#509: 18-ft	#527: 16-ft
#513: 12-ft	#529: 14-ft
#517: 25-ft	#528: 23-ft (S. University)
#519: 30-ft	#437: 23-ft (S. Highland)

Total: 251-ft
CCO Average Built-to Setback: 21-ft
Previously approved Build-to Setback 22-ft



Additional garage storage space area.



Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level, will meet design guidelines, and CCO regulations unless called out in the PRD exceptions herein.



FRONT ELEVATION



REAR ELEVATION



WEST SIDE ELEVATION



EAST SIDE ELEVATION



PERSPECTIVE LOOKING NORTHEAST FROM EAST CASTLE STREET



PERSPECTIVE LOOKING NORTHWEST FROM EAST CASTLE STREET

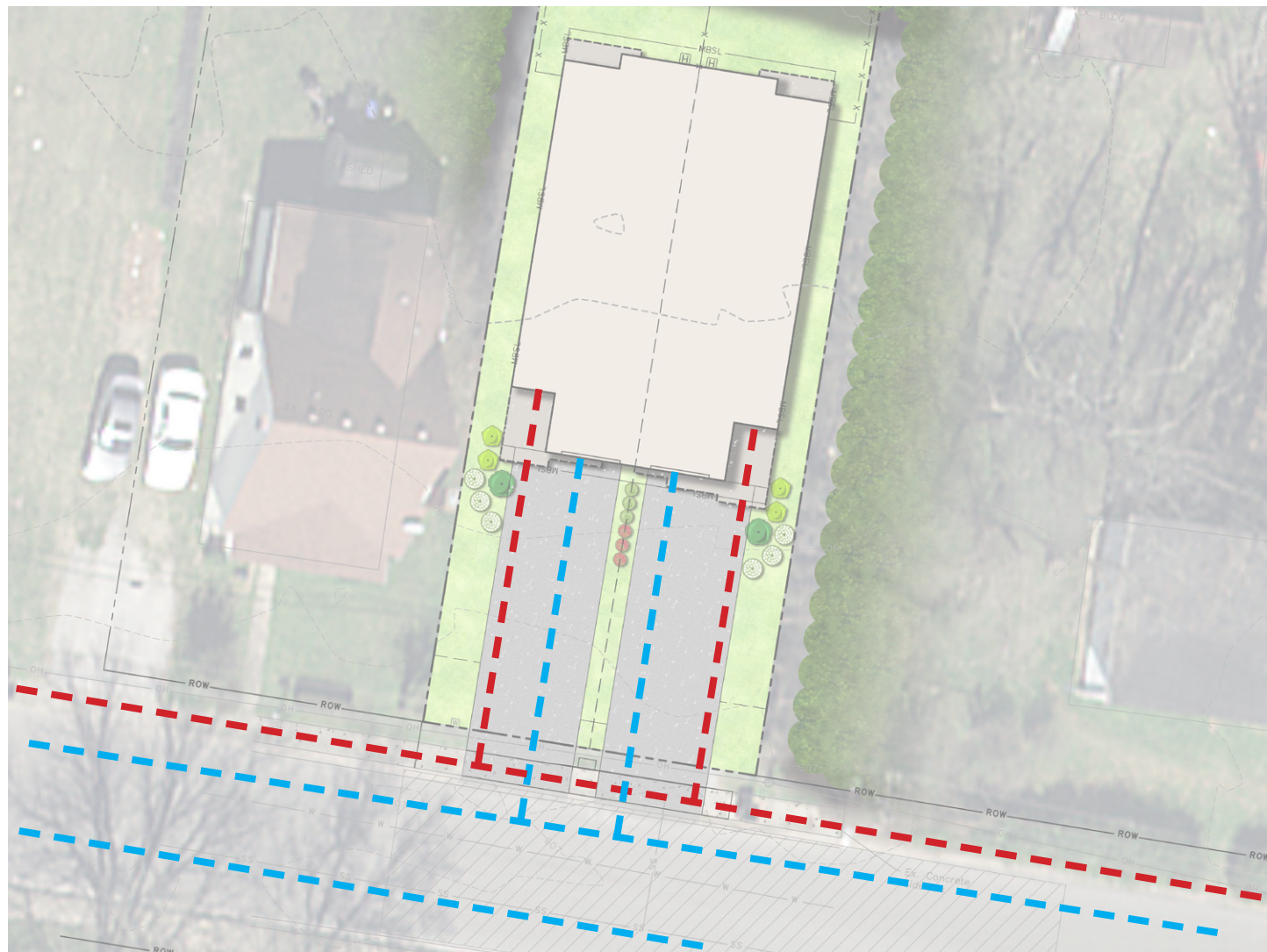


PERSPECTIVE LOOKING SOUTHEAST FROM REAR OF PROPERTY



PERSPECTIVE LOOKING SOUTHWEST FROM REAR OF PROPERTY

*See page 10 for base of building architecture standards

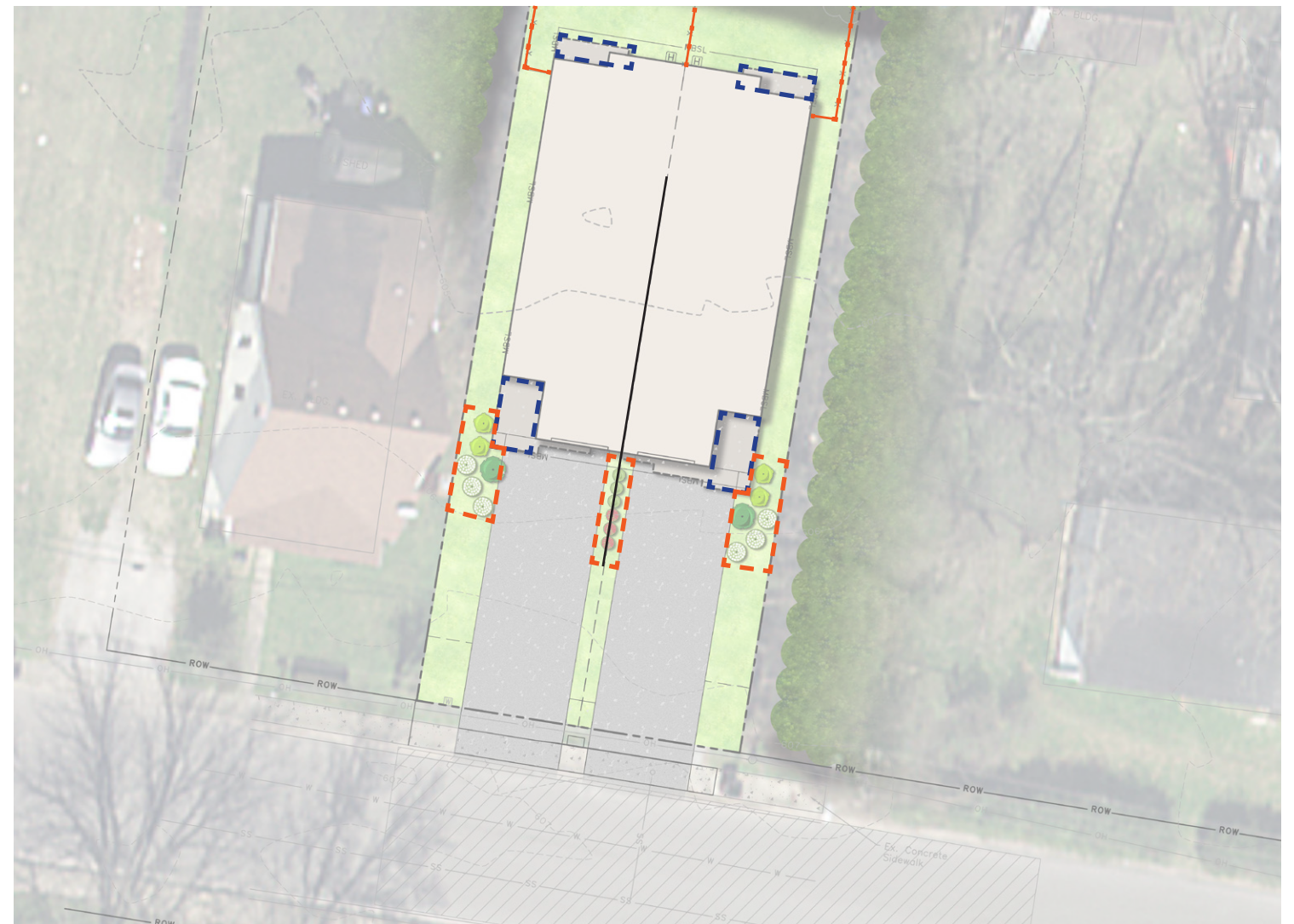


- — — — — VEHICULAR CIRCULATION
- — — — — PEDESTRIAN CIRCULATION

Pursuant to the City of Murfreesboro’s 2040 Major Transportation Plan (MTP), none of the roadways around this development are slated for improvements. East Castle Street is the only public ROW directly impacted by this development. It is currently built as a 2-lane cross-section with curb, gutter, and sidewalks on both sides of the road and designated as a local street.

As stated above, the primary means of ingress/egress from this site will be onto East Castle Street. Driveways shall be a minimum 16-ft wide and shall be at least 40-ft deep to provide four spaces outside each garage. Driveways shall also serve as the pedestrian connection back to East Castle Street. The illustration above shows the proposed driveways within the development and the proposed vehicular and pedestrian circulation paths into and out of the development.

The driveways within the development will be private, and built in accordance with Murfreesboro standards.



- — — — — PROPOSED LANDSCAPE BEDS
- — — — — PROPOSED PRIVATE OPEN SPACE

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

Landscaping Characteristics:

- All above ground utilities and mechanical equipment screened with landscaping and/or fences.
- Solid waste shall be handled via individual trash cans stored in notched garages. Cans shall be rolled out to the street on the day of trash pick-up.
- Builder shall install sod in all front yards. Seed and straw will be installed in all side and rear yards.
- There shall be a minimum 3-ft wide landscape bed located along the front elevation corners facing East Castle Street. Foundation plantings shall not be required along any other foundation.
- Landscaping will be in conformance with the City of Murfreesboro's CCO district's landscaping requirements
- A minimum of 15% open space shall be provided.
- A minimum of 50 square feet of private open space shall be provided for each unit in the form of front or rear porches per the City Core Overlay (CCO) standards.

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

Response: The exhibits shown on Pages 3-7 provide the required materials.

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

Response: The exhibits shown on Pages 3-7 provide the required materials.

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

Response: The exhibits shown on Pages 3-7 provide the required materials.

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

Response: The exhibits shown on pages 8-9 provide the required materials.

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

Response: The exhibits shown on pages 8-9 provide the required materials.

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

TOTAL SITE AREA	6,500 s.f.	0.15 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	3,074 s.f.	0.07 AC	NA
TOTAL LOT AREA	6,500s.f.	0.15 AC	100.00%
TOTAL BUILDING COVERAGE	2,280 s.f.	0.05 AC	37.5%
TOTAL DRIVE/ PARKING AREA	1,280 s.f.	0.03 AC	19.69%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	5,222 s.f.	0.12 AC	80.31%
TOTAL OPEN SPACE	2,250 s.f.	.05 AC	34%
FLOOR AREA RATIO (F.A.R.)	NOT REQUIRED		
LIVABILITY SPACE RATIO (L.S.R.)	NOT REQUIRED		
OPEN SPACE RATIO (O.S.R.)	NOT REQUIRED		

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

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

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

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

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

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

Response: This requirement has been addressed on Page 9.

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

Response: See Page 16 for requested exceptions and setbacks.

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

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). This property is within the City Core Overlay District (CCO). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0260J Eff. Date 05/09/2023.

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

Response: Pages 5 & 14 discuss the 2040 Major Transportation Plan.

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

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

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

Response: Page 10-13 show the architectural character of the proposed building and building materials listed.

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

Response: No signage is being proposed with this development.

Land Use Parameters and Building Setbacks				
Zoning (Existing vs Proposed)	Comparative R-D Type 2	City Core Overlay District (CCO)	Proposed PRD (SFA) Duplex	Comparative, or CCO District Difference
Residential Density				
Maximum Dwelling Units Multi-Family	10.9 Units / Acre	N/A	13.33 Units / Acre	2.43 Units/Acre
Minimum Lot Area	8,000 sqft per duplex	N/A	6,500 sqft	1,500 sqft
Minimum Lot Width	55'	N/A	50'	-5'
Minimum Setback Requirements				
Minimum Front Setback to East Castle Street	30'	21' Build to	40' Build to	+19
Front Porch Encroachment	5'	N/A	5'	0'
Minimum Side Setback	5'	N/A	5'	0'
Minimum Rear Setback to Northern Property Line	25'	N/A	25'	0'
Land Use Intensity Ratios				
MAX F.A.R.	N/A	Not Required	N/A	N/A
Minimum Livable Space Ratio	N/A	Not Required	N/A	N/A
Minimum Open Space Ratio	N/A	Not Required	N/A	N/A
Minimum Open Space Requirement	20%	15%	35%	+20%
Minimum Private Open Space Requirement	N/A	100 SF (1.54%)	100 SF	N/A
Max Height	35'	35'	35'	0'
Lot Coverage	None	Maximum of 50%	40%	-10%

REQUESTED EXCEPTIONS:

1. Increase density from 10.9 to 13.33 units per acre (+2.43)
2. Allow minimum lot size to be decreased from 8,000 sf to 6,500 sq. ft. (1,500 sq. ft. reduction)
3. Requesting an exception that the minimum lot width to be reduced from 55 feet to 50 feet, a 5 foot reduction.
4. Requesting an exception to the required one car garage interior clear space be reduced from 11'4" x 20' to 11 feet x 19 feet. The proposed garage layouts include an additional bump-out area for water heater and trash-bin storage.
5. Requesting an exception to increase the allowable garage face percentage from 50% to 65%.
6. Requesting an exception to allow 4-car surface parking in the front of each unit.
7. Requesting an exception to the CCO District's previously approved Build-To line of 22' CCO average to a 40' Build-to Line (18' increase).

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-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
Sloane Lewis, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Deputy City Attorney
John Tully, Assistant City Attorney

Mr. Matthew Blomeley made a public announcement about the City's special census.

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Public Comments.

Vice-Chairman Ken Halliburton announced that no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the October 16, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the October 16, 2024 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

Aye: Ken Halliburton Vice-Chairman

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

5. Public Hearings and Recommendations to Council:

Zoning application [2024-416] to amend the PRD zoning (East Castle Manor PRD; 2023-411) on approximately 0.15 acres located along East Castle Street (with CCO zoning to remain), Nashville Comfort, LLC 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.

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

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

Aye: Ken Halliburton, Vice-Chairman

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

Shawn Wright

Nay: None

Zoning application [2024-417] for approximately 69.1 acres located along Thompson Road to be rezoned from RS-15 to PRD (Salem Landing III PRD), Ole South Properties 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. Chris Maguire (design engineer) and Mr. Jason Beavers (developer) were in attendance representing the application. Mr. Chris Maguire gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Vice-Chairman Ken Halliburton opened the public hearing.

1. **Mr. Jason Makuch, 2387 North Road** – expressed concerns with roadway and school capacities.
2. **Mr. David Williams, 2181 Thompson Road** – opposes the zoning request due to the unsafe road conditions and high-speed traffic.
3. **Ms. Kathryn Matera, 1127 Selous Drive** – opposes the zoning requests due to blasting and traffic concerns.
4. **Mr. Katrina Curtis, 2445 Thompson Road** – opposes the zoning request due to the proposed access road being in front of her residence and because of traffic concerns.
5. **Ms. Kim Jeffcoat, 2871 Thompson Road** – opposes the zoning requests due to traffic concerns.

ORDINANCE 24-OZ-41 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 0.15 acres in the Planned Residential Development (PRD) District (East Castle Manor PRD) located along East Castle Street (with CCO zoning to remain) as indicated on the attached map, Nashville Comfort, LLC, applicant [2024-416].

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 Residential Development (PRD) District (with CCO zoning to remain), as indicated on the attached map, for the purpose of modifying the front “build-to line” for the two-family residential structure on this property.

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

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2035E51F0401...
Adam F. Tucker
City Attorney

SEAL

RS-4

REID AVE

Ordinance 24-OZ-41

PRD
amended

RD

S UNIVERSITY ST

PRD

RD

E CASTLE ST

PUD

RM-16



COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Rezoning property along Thompson Road
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezoning of approximately 69.1 acres located along Thompson Road south of New Salem Highway

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request at its regular meeting on October 30, 2024.

Background Information

Ole South Properties presented to the City a zoning application [2024-417] for approximately 69.1 acres located along Thompson Road to be rezoned from RS-15 (Single-Family Residential District 15) to PRD (Planned Residential District). During its regular meeting on October 30, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

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

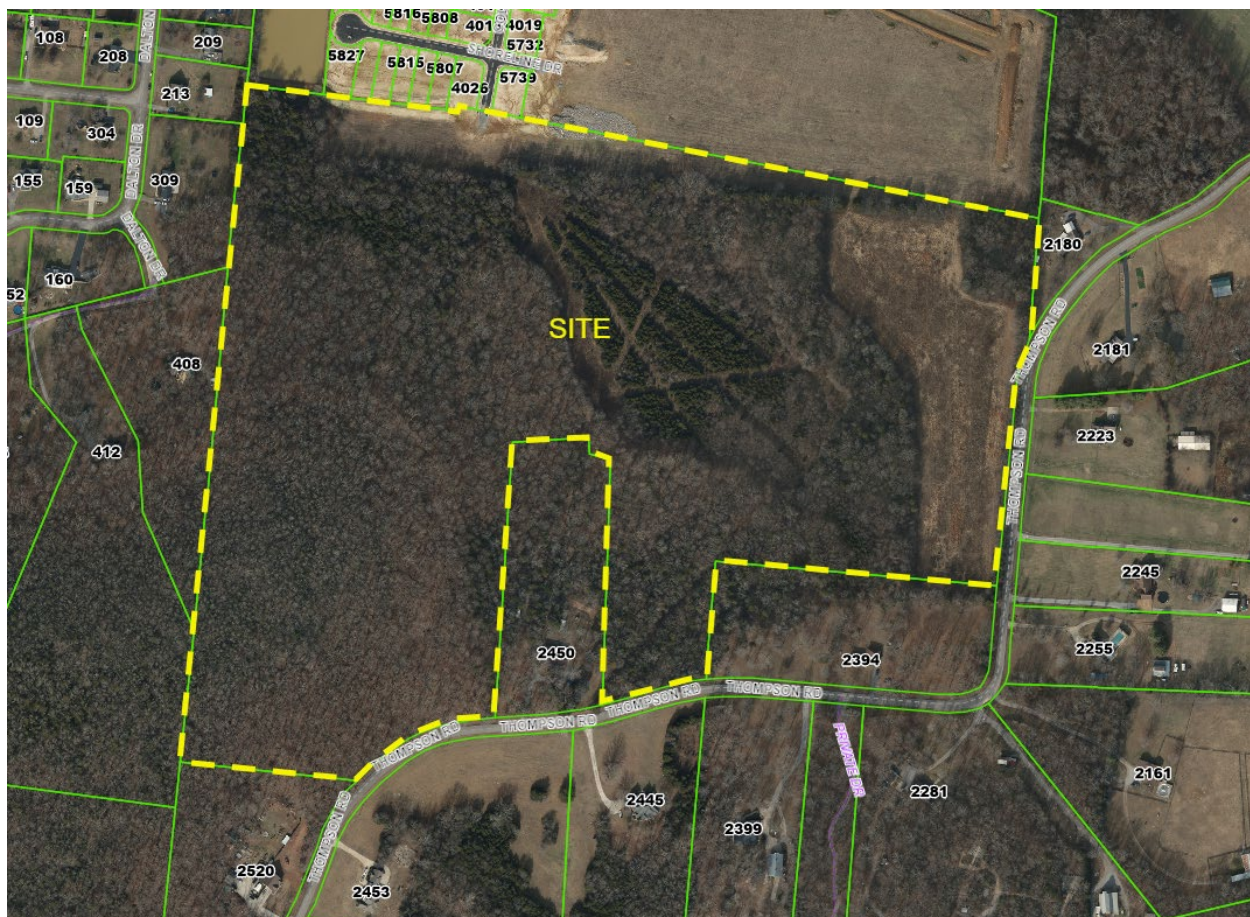
Attachments:

1. Ordinance 24-OZ-42
2. Maps of the area
3. Planning Commission staff comments and minutes from the 10/30/2024 meeting
4. Salem Landing III PRD pattern book and other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 30, 2024
PROJECT PLANNER: RICHARD DONOVAN**

- 5.b. Zoning application [2024-417] for approximately 69.1 acres located along Thompson Road to be rezoned from RS-15 to PRD (Salem Landing III PRD), Ole South Properties applicant.**

Ole South Properties, the applicant, is requesting a rezoning of the subject property from RS-15 (Single-Family Residential, with a 15,000 square-foot minimum lot size) to PRD (Planned Residential District – Salem Landing III). The vacant property, approximately 69.1 acres in size, is located on the north side of Thompson Road and south of the terminus of Colleton Lane, identified as Tax Map 123, Parcel 12.04.



Adjacent Land Use and Zoning

The adjacent properties are residential and zoned accordingly. To the north is Salem Landing, zoned RS-6 (Single-Family Residential, with a 6,000 square-foot minimum lot size), while properties to the east, south, and west are zoned medium-density residential (RM) in unincorporated Rutherford County. The surrounding area is composed exclusively of single-family residences, with Salem Landing to the north being the only adjacent property within the City limits. The Clearidge single-family residential subdivision, located to the west, lies within the unincorporated county. Beyond Clearidge are the campuses of Rockvale Elementary, Middle, and High Schools.

Salem Landing III PRD

The Salem Landing III PRD proposes 195 detached single-family homes, to be completed in four phases, on lots ranging from 6,500 to over 10,000 square feet. The homes will feature 1- to 2-story designs, with front porches and two-car garages. Each home will include a minimum 24-inch brick or stone water table on all sides with fiber cement siding above. Access to the site will be from Thompson Road and New Salem Highway via Rivermont Way, with an additional stub-out to Thompson Road requested by staff for a future connection. The development will offer various amenities, including a dog park, basketball court, playground, pavilion, disc golf course, walking trails, a mail kiosk, and landscaped buffer yards. A homeowner's association will be established to manage all common areas.

Lot Size and setbacks:

- 75 lots with a lot size of 6,500 sf to 7,999 sf
- 110 lots with a lot size of 8,000 sf to 9,999 sf
- 10 lots with a lot size greater than 10,000 sf
- Setbacks
 - Front – 35 ft
 - Rear – 20 ft
 - Side – 5 ft
 - An exception is required for the 10,000sf lots to reduce the side setback from 10 ft to 5 ft (relative to the comparable RS-10 zoning district)

Architecture and Building Materials:

- Four example elevations have been provided in the pattern book.
- All homes will:
 - Be Craftsman-style with 3 to 5 bedrooms;
 - Be 1 or 2 stories;
 - Have front porches;

- Have two-car garages; and
- Be a minimum 1,600 square-feet excluding the garage;
- Building Materials
 - All side minimum of 24-inch water table with brick and stone.
 - Front – Brick, stone, fiber cement board.
 - Side – Brick, stone, and fiber cement board
 - Rear – Brick, stone, and fiber cement board
 - Soffit & Trim – Vinyl

Parking:

- Driveway
 - Will accommodate 4 parking spaces.
- Amenity Parking
 - Mail kiosk – 4 spaces plus 1 accessible space
 - Trailhead, basketball, and playground area – 10 spaces

Open Space and Amenities:

There will be 22.37 acres of open space (32.3%), including the stormwater management areas; amenities; landscaped buffers along the east, south, and west property lines; mail kiosk; and associated parking. The landscaping and amenities include the following:

- Landscaped Buffer
 - 10-foot-wide landscaped buffer
 - Type A Buffer
 - Single row of evergreen trees
 - 2-foot-tall berm along Thompson Road at the eastern access
- Dog Park
 - Approximately 900 sf chain-link fence, containing:
 - Waste station
 - Benches
- Basketball Court
 - 80' by 40' concrete surfaced court that is fenced;
 - For reference a standard high school court is 84ft by 50 ft;
- Playground
 - Approximately 900 sf fenced playground, containing:
 - play tower,
 - slide made of metal and plastic
 - benches;
- Walking Trails
 - Approximately 0.1 mile - 7ft. wide concrete walkway from parking area to overlook pavilion;
 - Approximately 1.5 mile - 7ft. wide natural walkway around hillside;

- Overlook pavilion
 - The developer has committed to 15x25;
 - Will include a minimum of 2 standard picnic tables and 2 benches;
- Disc Golf Course
 - 9-hole disc golf course with:
 - 5' by 10' timber formed gravel tee boxes,
 - Standard disc golf holes

Exceptions:

The PRD only includes two exceptions, one from the Zoning Ordinance and one from the future land use plan.

- As proposed, the ten 10,000 ft² lots would have a side setback reduction from 10 feet to 5 feet, as compared to the RS-10 bulk zoning standards.
- The land use plan also recommends suburban residential for this location with RS-15, RS-12, and RS-10 zoning being supported by the land use plan.

Future Land Use Map:

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates the project area as 'Suburban Residential' (SR), which is considered the most appropriate land use character, as indicated on the map below. The SR designation supports a density range of 1.0 to 4.0 dwelling units per acre. The Comprehensive Plan recommends RS-15, RS-12, RS-10, and PRD zoning. However, PRD zoning allows for cluster development, where smaller lot sizes are permitted as long as the overall density limit is met, and the remaining land is preserved as common areas and open space. As presented Salem Landing III has a density of 2.83 units per acre. While the proposed density is consistent with the Comprehensive Plan's recommendation of 1.0 to 4.0 dwelling units per acre, incorporating larger lot sizes could help create a more seamless transition, better complementing the character and context of the neighboring large-lot single-family homes in the unincorporated county. The Planning Commission will need to determine whether or not the zoning request, in its opinion, is consistent with the SR land use character.

Staff has been collaborating with the applicant to address various items outlined in the pattern book. Progress has been made in several areas, and Staff anticipates receiving an updated pattern book prior to the public hearing that reflects the agreed-upon resolutions for each item listed below. A brief explanation of the agreed-upon resolution for each item is provided.

- 5

- Lookout pavilion
 - Increase the size to 15 ft by 25 ft
 - Wrap posts with stone or brick
 - Add additional seating options, possibly picnic tables and benches.
 - The applicant has agreed to increase the pavilion size. The pavilion will be constructed of a poly or fiberglass clad post with hardie and/or vinyl soffits. The pattern book will specify a minimum number of two picnic tables and two benches.
- Trailhead, basketball, and playground area needs to provide additional parking, as the concept plan provided illustrates approximately 10 spaces. This will underserve an area that will have numerous activities and approximately 362 units in existing Salem Landing I and II.
 - Staff has recommended 15-20 spaces for the amenity area.
 - The applicant is having internal discussions about adding additional parking spaces.
- Future connection to Thompson Road will need to be straightened.
 - The applicant has agreed to straighten the future connection.
- Addition of a traffic signal at Rivermont Way and New Salem Highway.
 - Following consultation with the City's Traffic Engineer, it has been determined that a traffic signal will be warranted at the intersection of Rivermont Way and New Salem Highway primarily due to this development. Installation of the traffic signal should be required once warranted or before final plat approval is granted for the third phase of Salem Landing III.
 - The applicant has agreed to continue to work with staff to add language to the pattern book that will include the installation of the traffic signal at Rivermont Way and New Salem Highway through the use of impact fee offsets.
- Adjust lot sizes to provide transition to and match the character and context of the surrounding large lot single-family residences in the unincorporated county:
 - 10,000 sf lots recommended for all perimeter lots, even those that border the amenity;
 - Internal lots recommended to be 8,000 sf with the exception of corner lots which are recommended to be 10,000 sf; and
 - Lots bordering Salem Landing II recommended to be 6,000sf.
 - While the proposed density aligns with the 1.0 to 4.0 dwelling units per acre range recommended by the comprehensive plan, incorporating larger lot sizes could help create a more seamless transition, better complementing the character and context of the neighboring large-lot single-family homes in the unincorporated county.

Neighborhood Meeting:

The applicant hosted a neighborhood meeting at Fellowship United Methodist Church on Monday, October 21st, at 5:30 PM. Approximately 16 residents attended. During the meeting, the applicant gave a brief overview of the proposed development, including improvements to the surrounding road networks. Residents expressed concerns related to school traffic management on Thompson Road, access to Thompson Road from Salem Landing III, stormwater management, and potential blasting during construction.

Staff recommendation:

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

1. The PRD zoning is consistent with the FLUM of the Comprehensive Plan which supports cluster development when overall density is met, and the remainder is preserved as common areas and open space. The overall density of the site is 2.83 units per acre and 32.3% is preserved as open space.
2. The PRD zoning is consistent with and of the same quality as the adjacent development, Salem Landing I and II.

Action Needed:

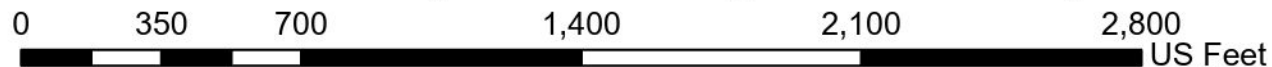
The Planning Commission will need to conduct a public hearing on this matter, after which it will need to formulate a recommendation for City Council.

Attachments:

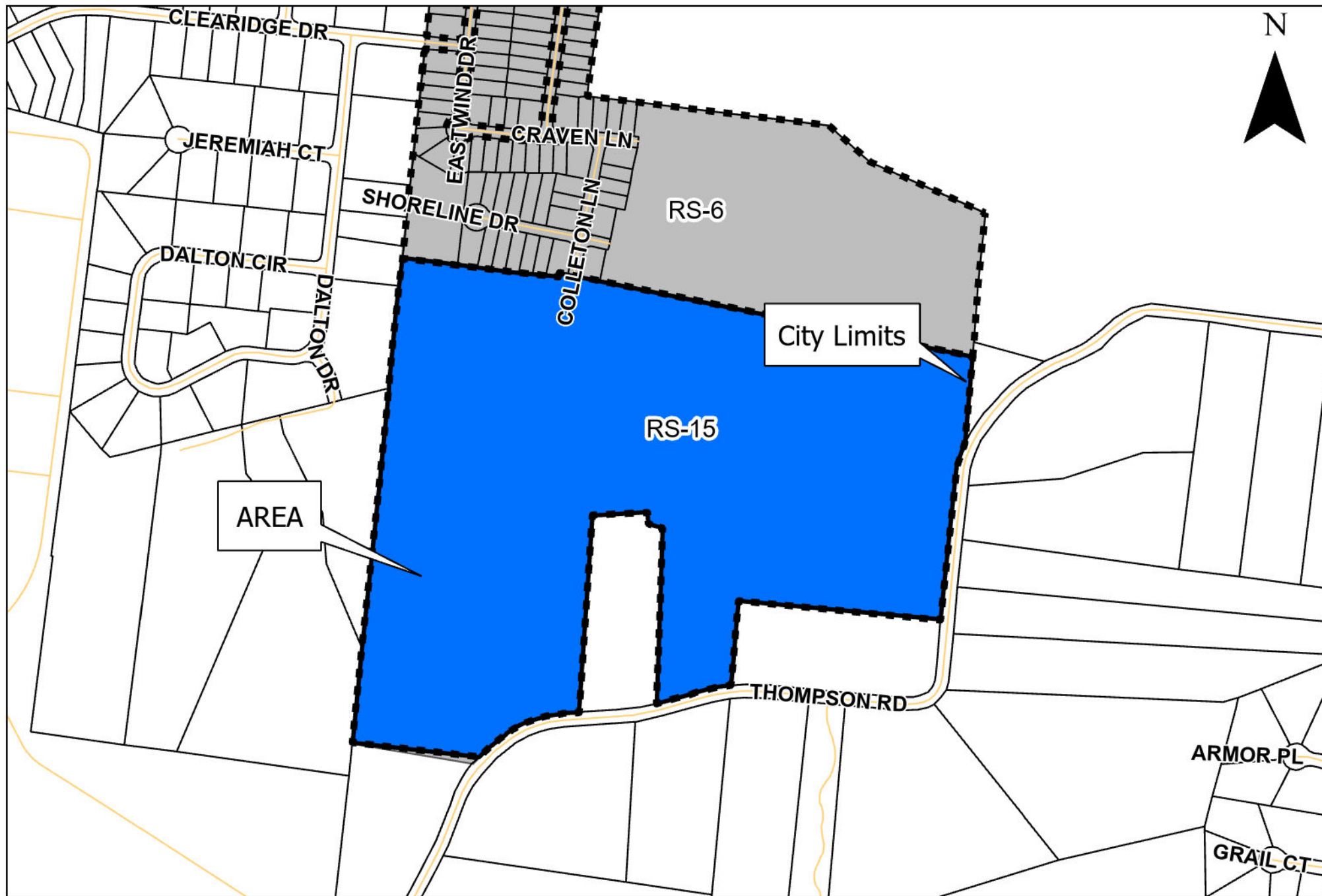
Ortho Map
Non-ortho maps
Pattern Book



Zoning request for property along Thompson Road
RS-15 to PRD (Salem Landing Section 3 PRD)



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



Zoning request for property along Thompson Road RS-15 to PRD (Salem Landing Section 3 PRD)

0 350 700 1,400 2,100 2,800 US Feet

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



T E N N E S S E E

Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Ole South Properties

Address: 262 Robert Rose Drive **City/State/Zip:** Murfreesboro, TN, 37129

Phone: 615-896-0019

E-mail address: [REDACTED]

PROPERTY OWNER: Rucker Donnell Foundation

Street Address or property description: Thompson Road, Murfreesboro, TN, 37128

and/or Tax map #: 123 **Group:** **Parcel (s):** 12.04

Existing zoning classification: RS-15

Proposed zoning classification: PRD **Acreage:** 69.1 +/-

Contact name & phone number for publication and notifications to the public (if different from the applicant): Clyde Roundtree, 615-509-5930

E-mail: [REDACTED]

APPLICANT'S SIGNATURE (required): Dan Bolz for Ole South Properties

DATE: 09/10/24

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

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

Amount paid: **Receipt #:**

9.12.2024

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

Re: Rezoning Request

Described as Tax Map 123, Parcel 012.04, consisting of 69.1 +/- ac. to be rezoned from RS-15 to PRD.

Dear Mr. Newman,

On behalf of our client, Ole South Properties Inc., we hereby request the annexation and rezoning of the property identified by tax map 123, parcel 012.04, consisting of approximately 69.1 +/- acres from RS-15 to PRD. The purpose of this rezoning is to build 195 single-family lots.

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

Sincerely,

Clyde Rountree

Clyde Rountree, RLA

Salem Landing Section III

Request for Rezoning to
PRD.

SUBMITTED NOVEMBER 27, 2024
FOR DECEMBER 5, 2024 CITY
COUNCIL PUBLIC HEARING

Plans Prepared By:



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PROJECT SUMMARY

The Salem Landing Section III will expand the Salem Landing community, encompassing 195 detached single-family homes. These homes will feature spacious 3 to 5-bedroom Craftsman-style designs with full masonry fronts and sides. Each home will have a 2-car front entry garage and a driveway capable of accommodating four vehicles. The minimum home size will be 1,600 square feet, and the minimum lot size will be 6,500 square feet, ensuring ample space for comfortable living.

Spanning 69.1 acres, the development will maintain an overall density of 3.92 units per acre (excluding the improved 19.4-acre greenspace), harmonizing with the natural surroundings. Embracing natural beauty, a large, undisturbed wooded greenspace will serve as the heart of the community, offering residents a retreat. Located southwest of the property, this greenspace will contain a lookout pavilion, a natural walking trail, and a disc golf course. A 7-foot-wide concrete walk path will be constructed for pedestrian access to the lookout pavilion.

In its initial phase, Salem Landing Section III's development will provide convenient access via Colleton Lane. Furthermore, residents will also have access to a mail kiosk located at the northwest corner of the development.

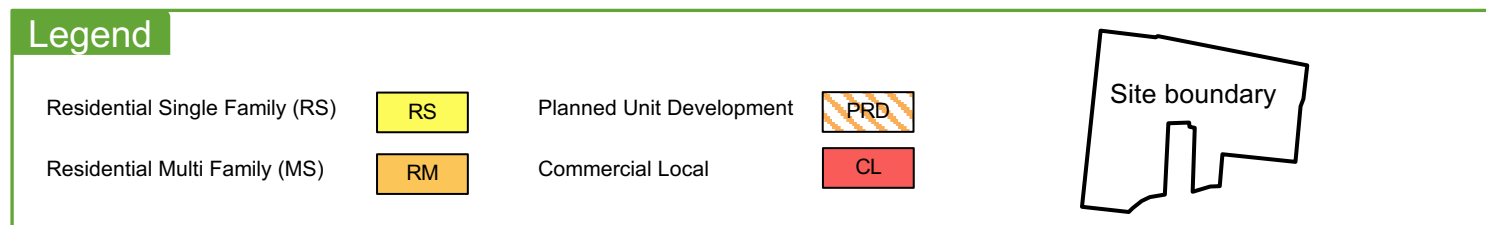
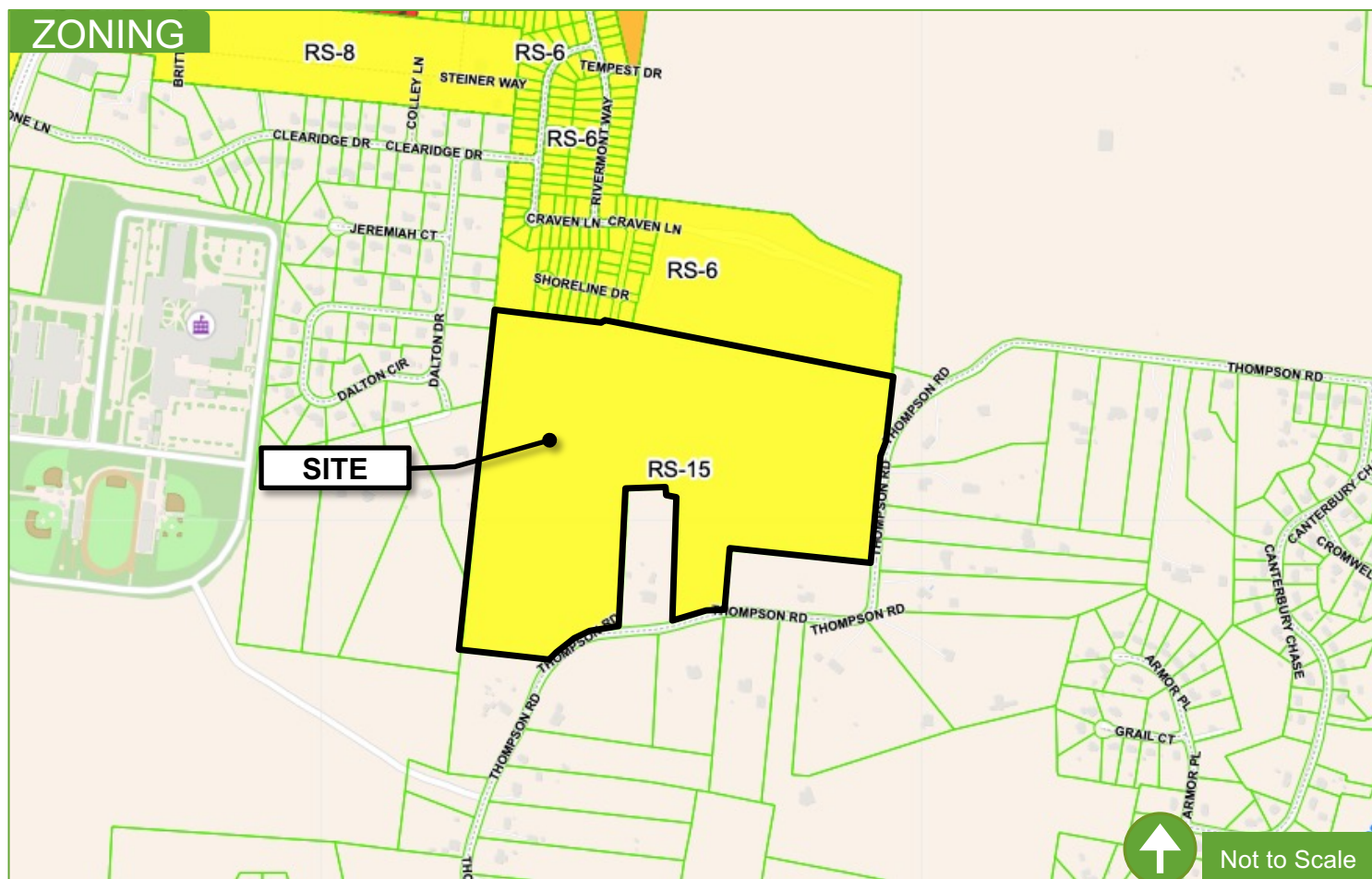
OWNER	Rucker Donnell Foundation
-------	---------------------------

DEVELOPER			
Company	Ole South Properties Inc.	Attn	Dan Bobo
Address	262 Robert Rose Drive Murfreesboro TN. 37129	Phone	615.896.0019
		Email	dbobo@olesouth.com

PLANNING			
Company	Huddleston – Steele Engineering Inc.	Attn	Clyde Rountree, RLA
Address	2115 N.W. Broad Street, Murfreesboro, TN, 37129	Phone	615.509.5930
		Email	rountree.associates@yahoo.com

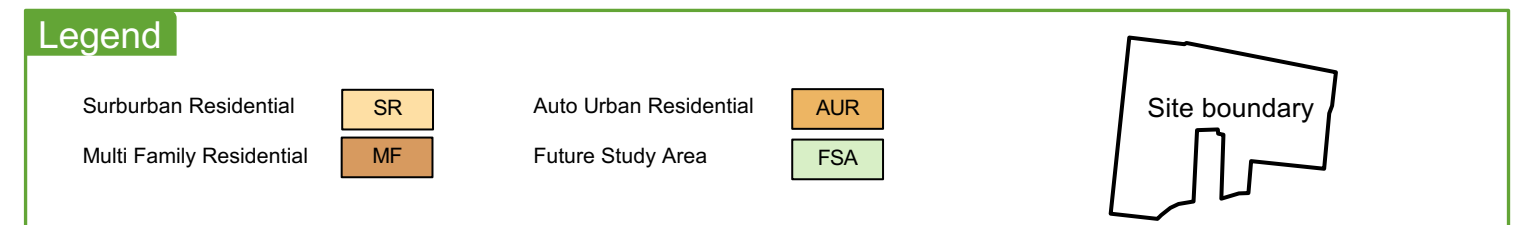
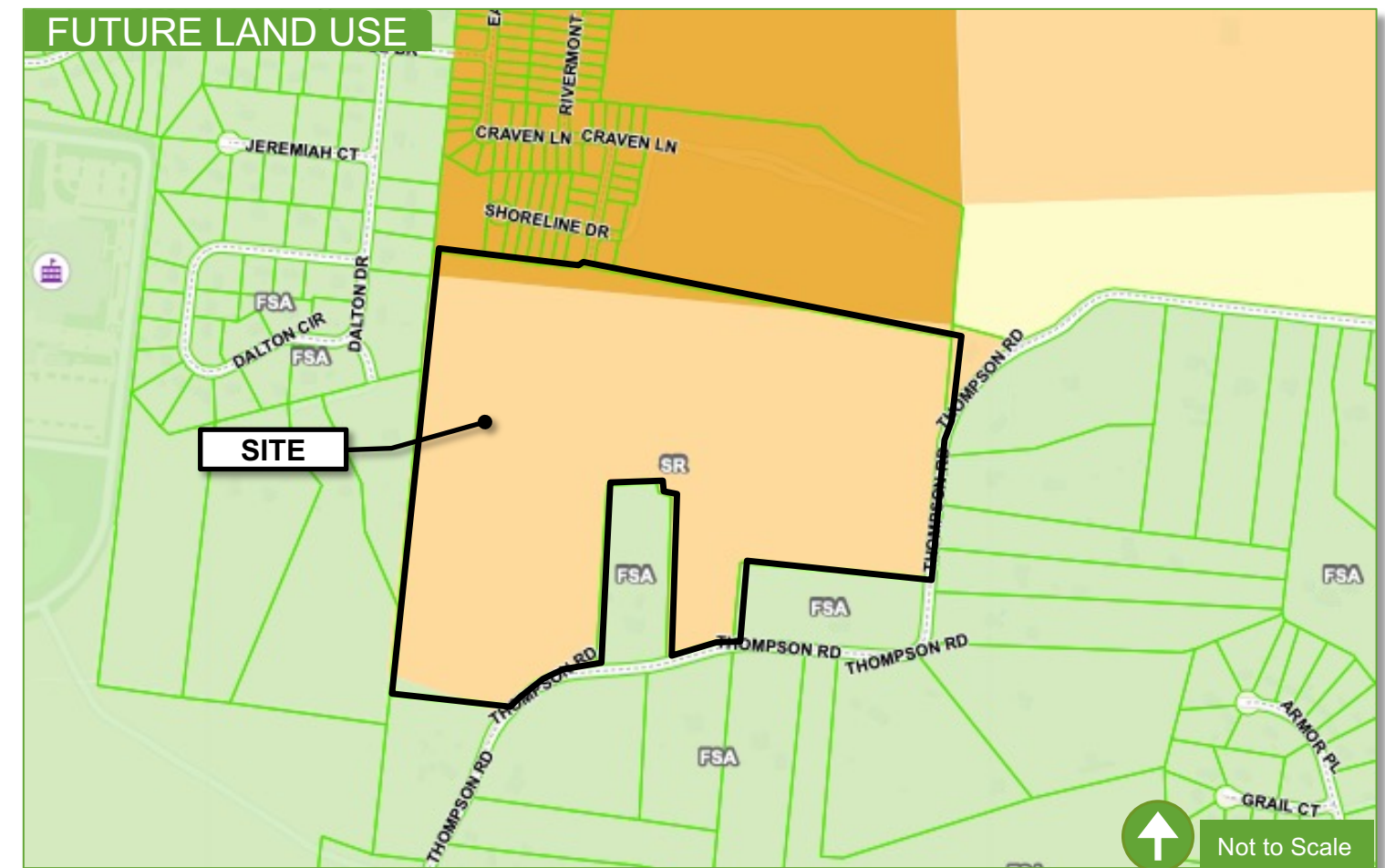
ENGINEERING			
Company	Huddleston – Steele Engineering Inc.	Attn	Chris Maguire, P.E. R.L.S.
Address	2115 N.W. Broad Street, Murfreesboro, TN, 37129	Phone	615.893.4084
		Email	cmaguire@hsengr.com





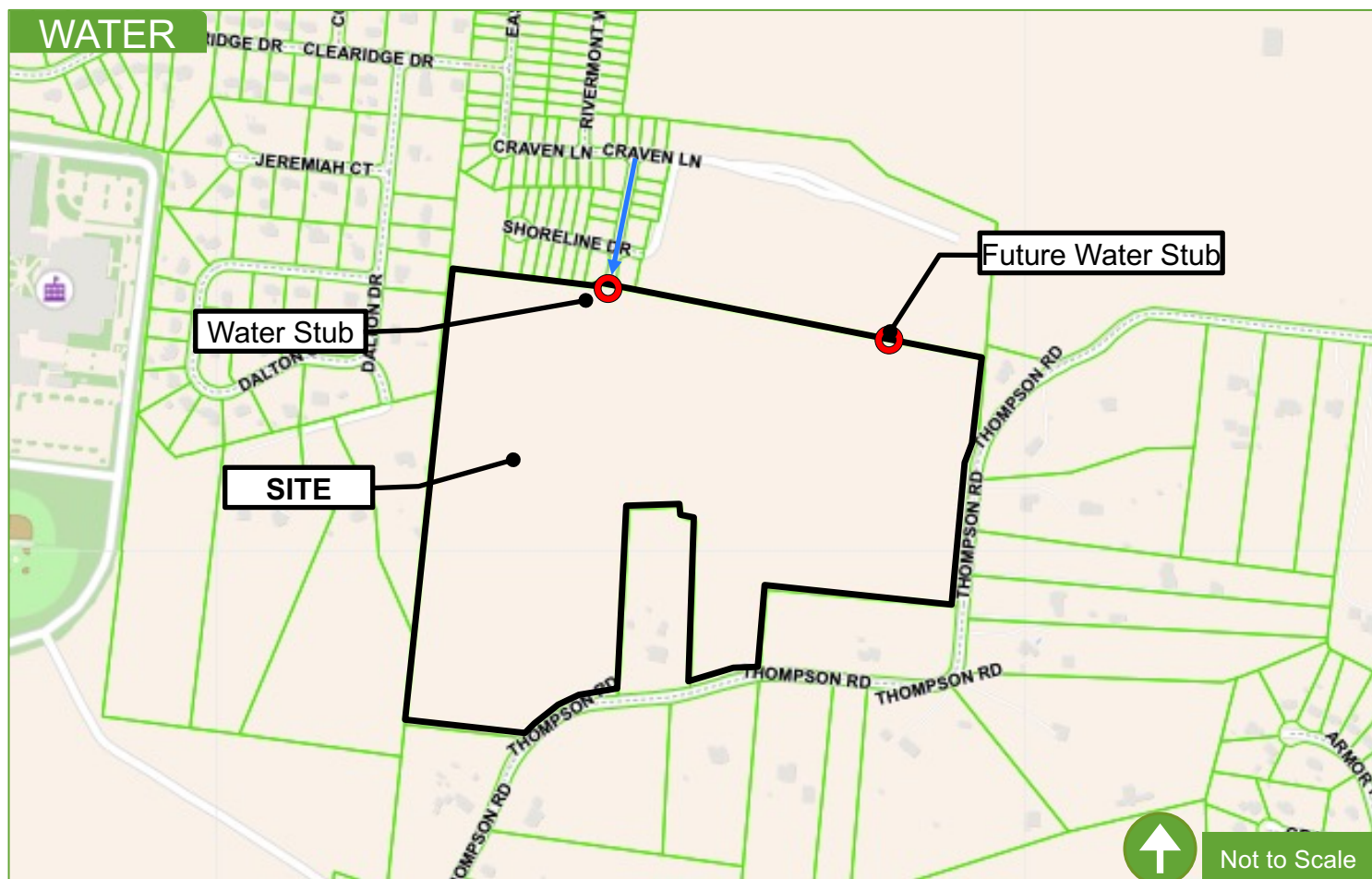
Map Summary

The Subject property is zoned RS-15. The proposed zoning is PRD. North of the subject property is zoned RS-6. To the south, east, and west is zoned RM based on the Rutherford County zoning map.



Map Summary

The city of Murfreesboro future land use map classifies this property as Suburban Residential (SR). This land-use character typically lends itself to larger yards with increased front setbacks. This character type includes small acreages, large lot estate development, or may also be smaller lots clustered around common open space. There is accommodation of automobiles on site; however, they are not the prominent view. Garages are typically integrated into the front and side of the home facades. New cluster developments should set aside 30% protected open space with typical density ranges from 1.0 to 4.0 (DU/ac). We are proposing a development with a density of 3.92 DU/ac, which falls within the allowed limits.



Legend

Water Line ———

Fire Hydrant —

CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

Site boundary

Map Summary

CUD will provide water connections from the North extending from the Section II development at Both Colleton Lane and the future Wind Top Lane.



Legend

Existing Sewer Gravity Main —

Existing Sewer Manhole ○

CITY OF MURFREESBORO
WATER RESOURCES

Site boundary

Map Summary

- MWRD will provide sewer access from the North extending from the Section II development at Both Colleton Lane and the future Wind Top Lane.
- This Development is within the overall Creek Overlay.



Map Summary

During phase I of development, primary access to the property will be via Colleton Lane located to the north. Additional access points will be created during phase II of development to access Wind Top Lane and Thompson Road.

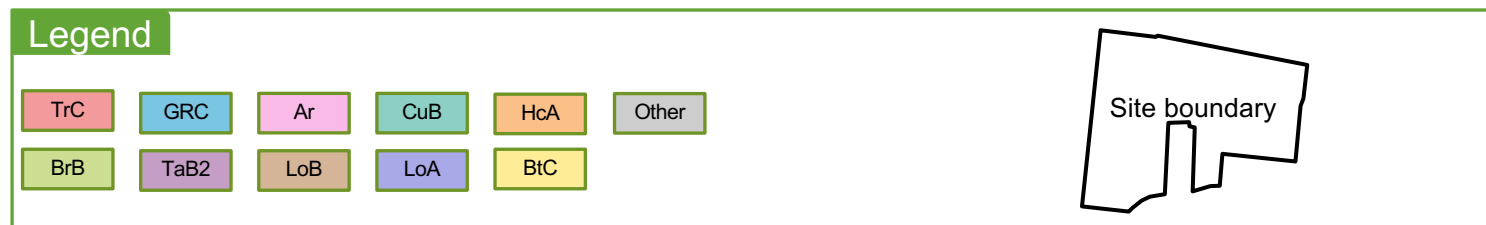
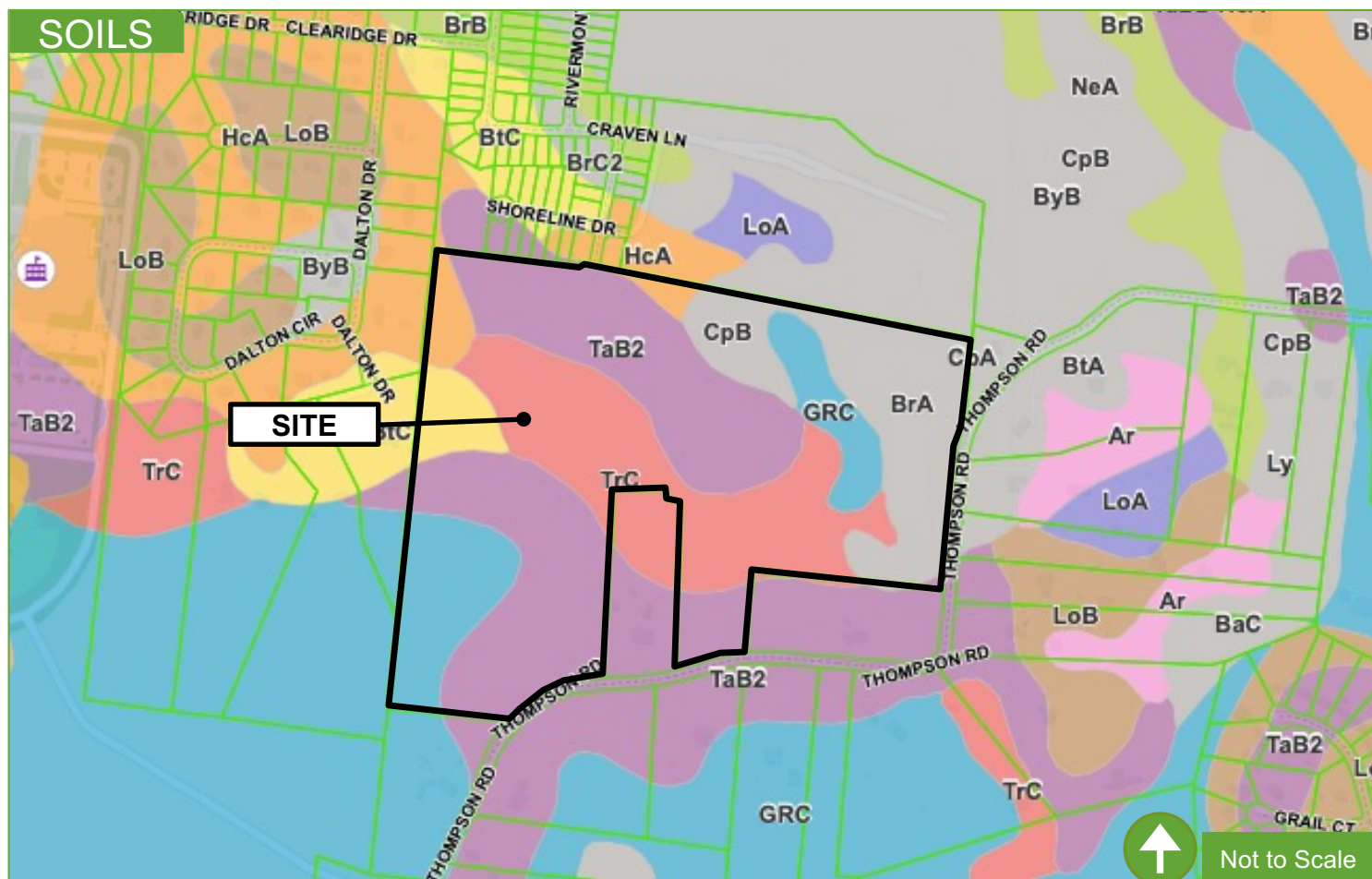
Traffic Intersection Signal

A traffic signal is required to be installed at the intersection of New Salem Hwy and Rivermont Way when warranted or prior to the recording of the Final Plat of the 3rd phase of Salem Landing III. The traffic signal will be installed by the developer. Final approval from the City and TDOT will be required prior to installation. After the installation of said signal is complete, the developer will be entitled to an offset and refund for the roadway portion of the impact fee in accordance with Chapter 16 Impact Fees of the Municipal Code. The City and the developer contemplate entering into a development agreement to determine the final outlay of impact fees less any offsets and refunds due to the developer's installation of the signal.

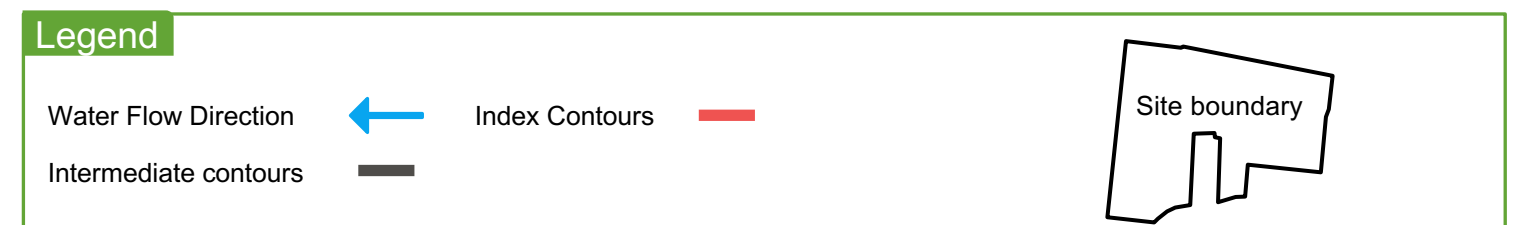
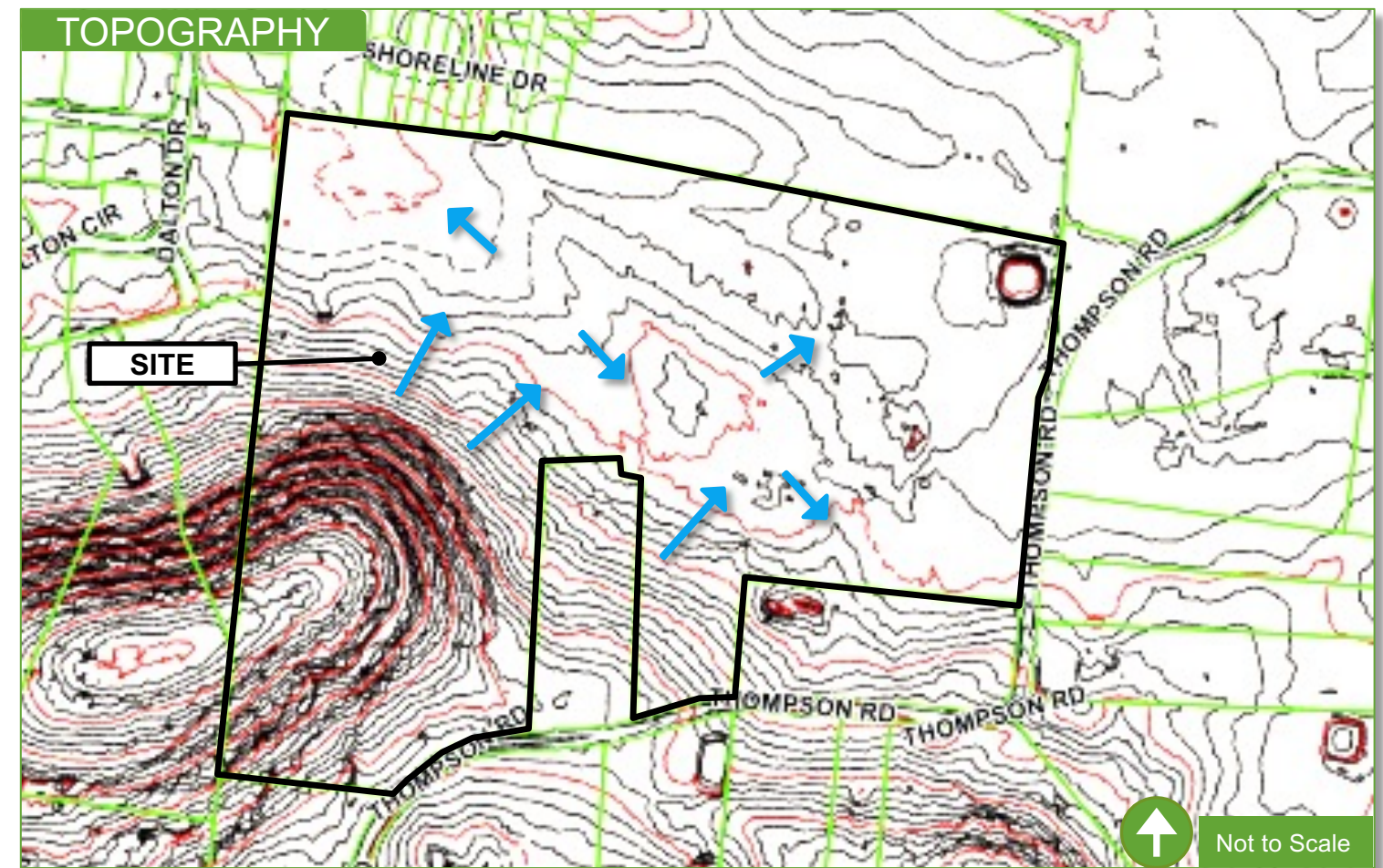
Legend

Community Collector		Residential Collector		Access Point	
Major Arterial		Residential Sub Collector		Site boundary	
Minor Arterial					

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

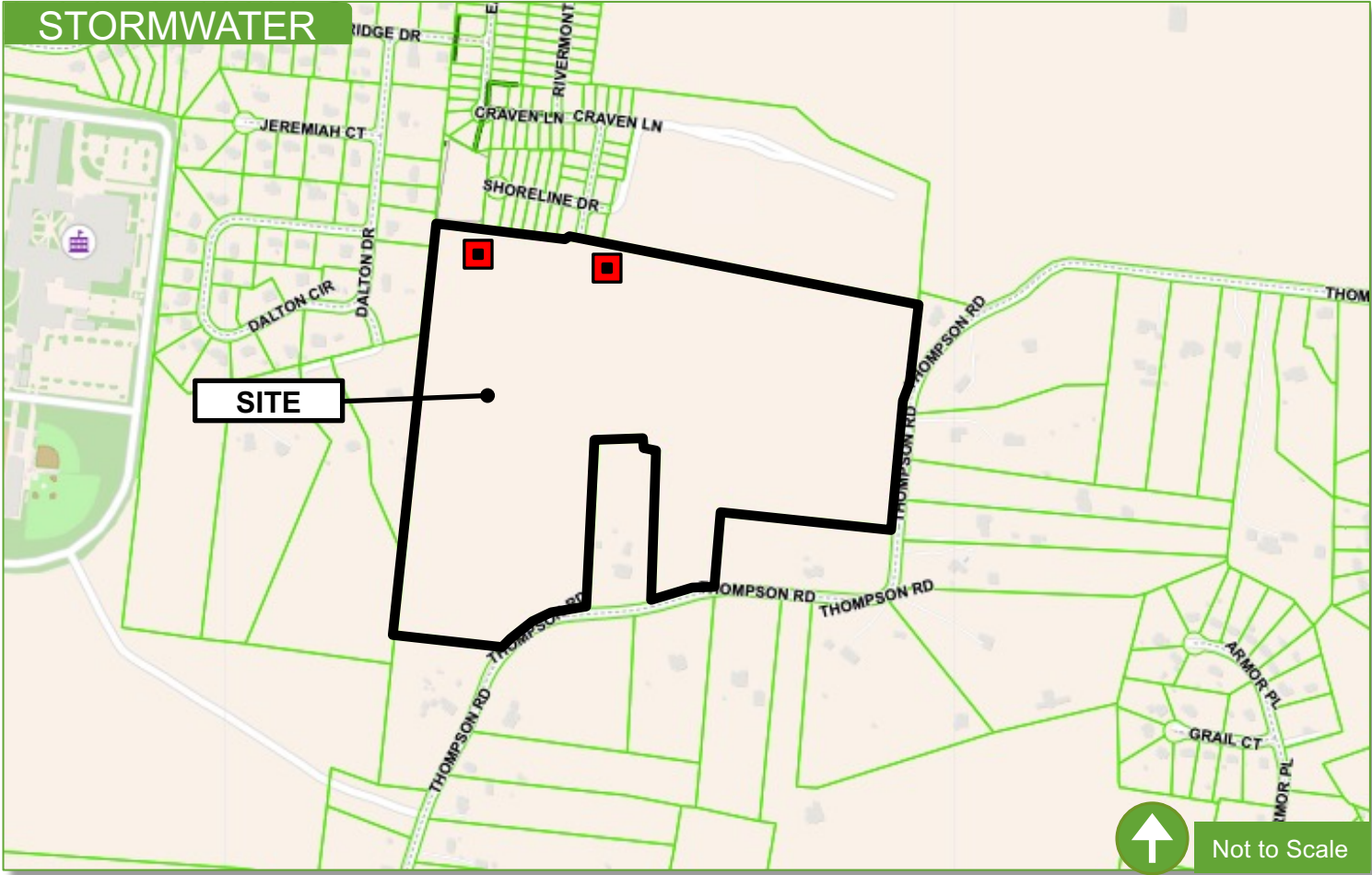


- ### Map Summary
- TaB2 - Talbott Silt Loam, 2 to 5 percent Slopes.
 - CpB - Capshaw Silt Loam, 2 to 5 percent slope.
 - GRC - Gladeville - Rock outcrop - Talbott Associations.
 - BRA - Bradyville Silt Loam, 0 to 2 percent slopes.
 - BTC - Bradyville - Rock Outcrop complex, 2 to 12 percent Slopes.



Map Summary

The Land Slopes Steeply From the southwest corner and Tapers off gradually to the Northeast. The area of Steep Grades will be The location with the overlook pavilion. The stormwater ponds are located along the Northern Property Line in two locations.

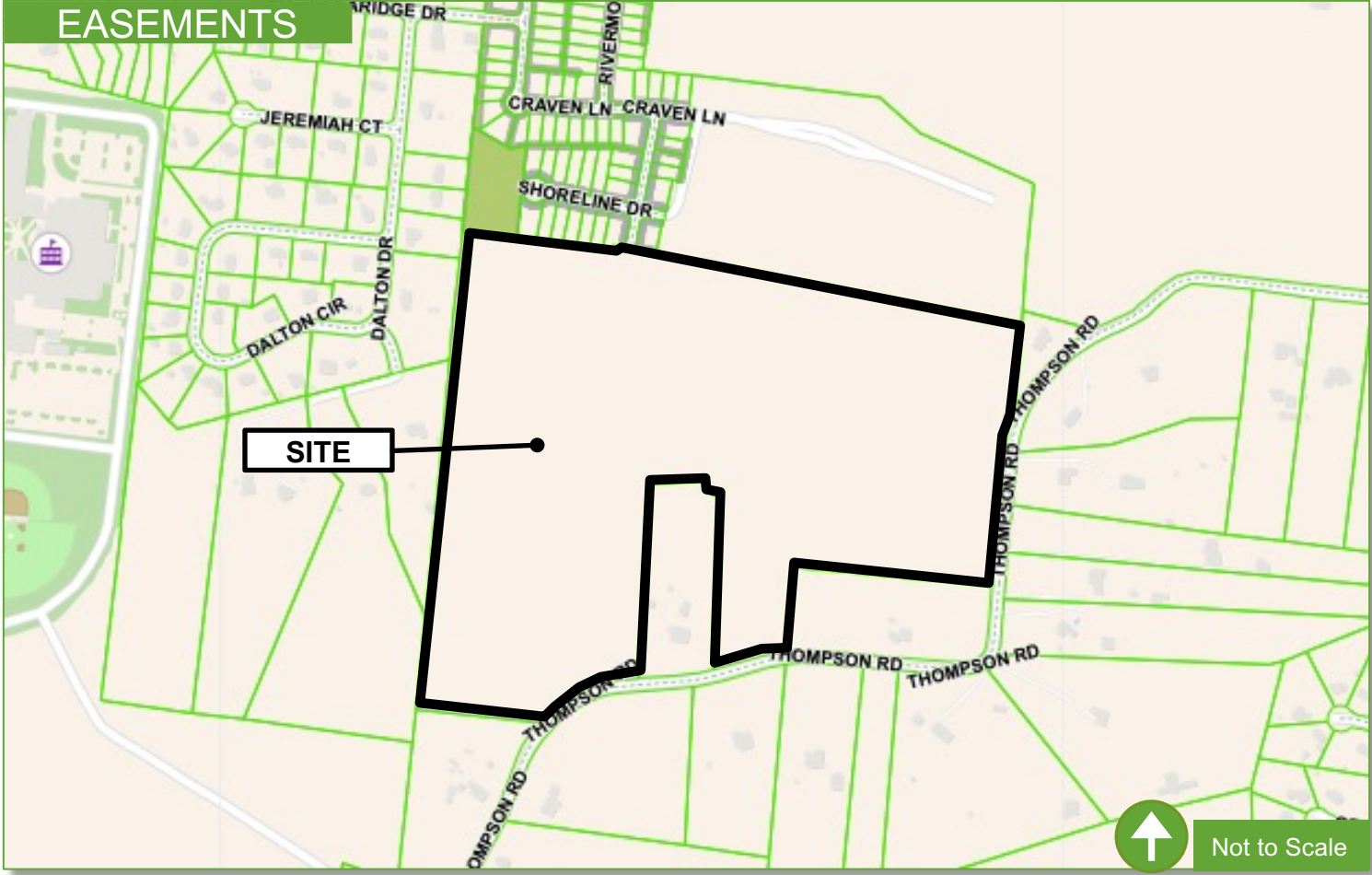


Legend

Construction		Open Channel		
Collection				

Map Summary

The stormwater ponds will be located along the northern property line respecting the lower portion of the site.



Legend

Water Easement		Sidewalk Easement		
Drainage Easement				

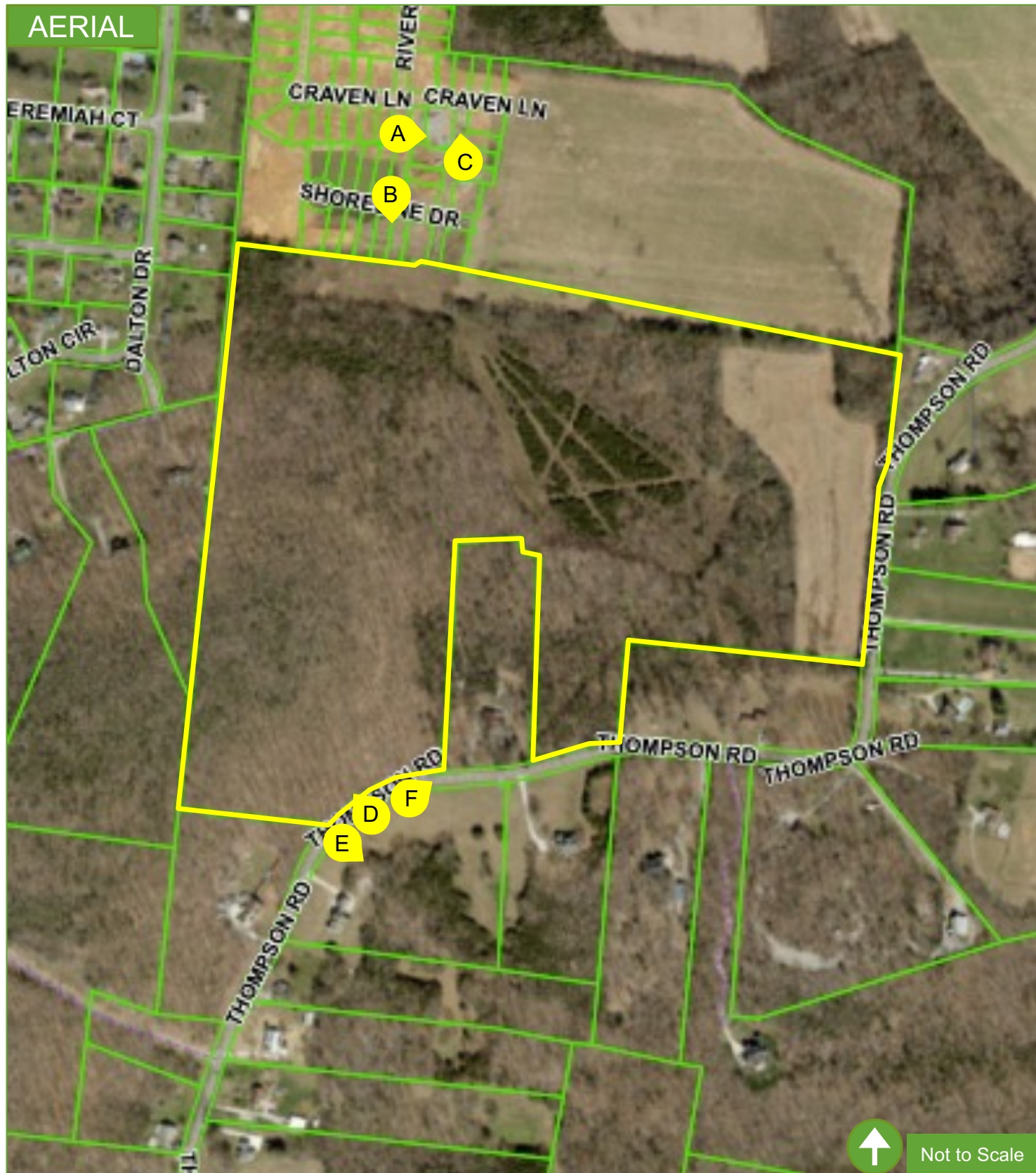
Map Summary

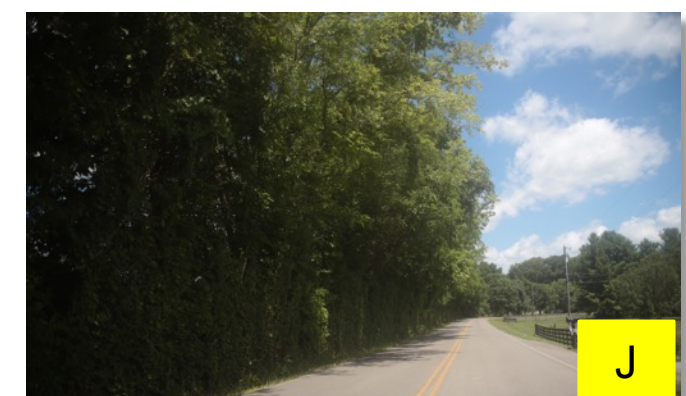
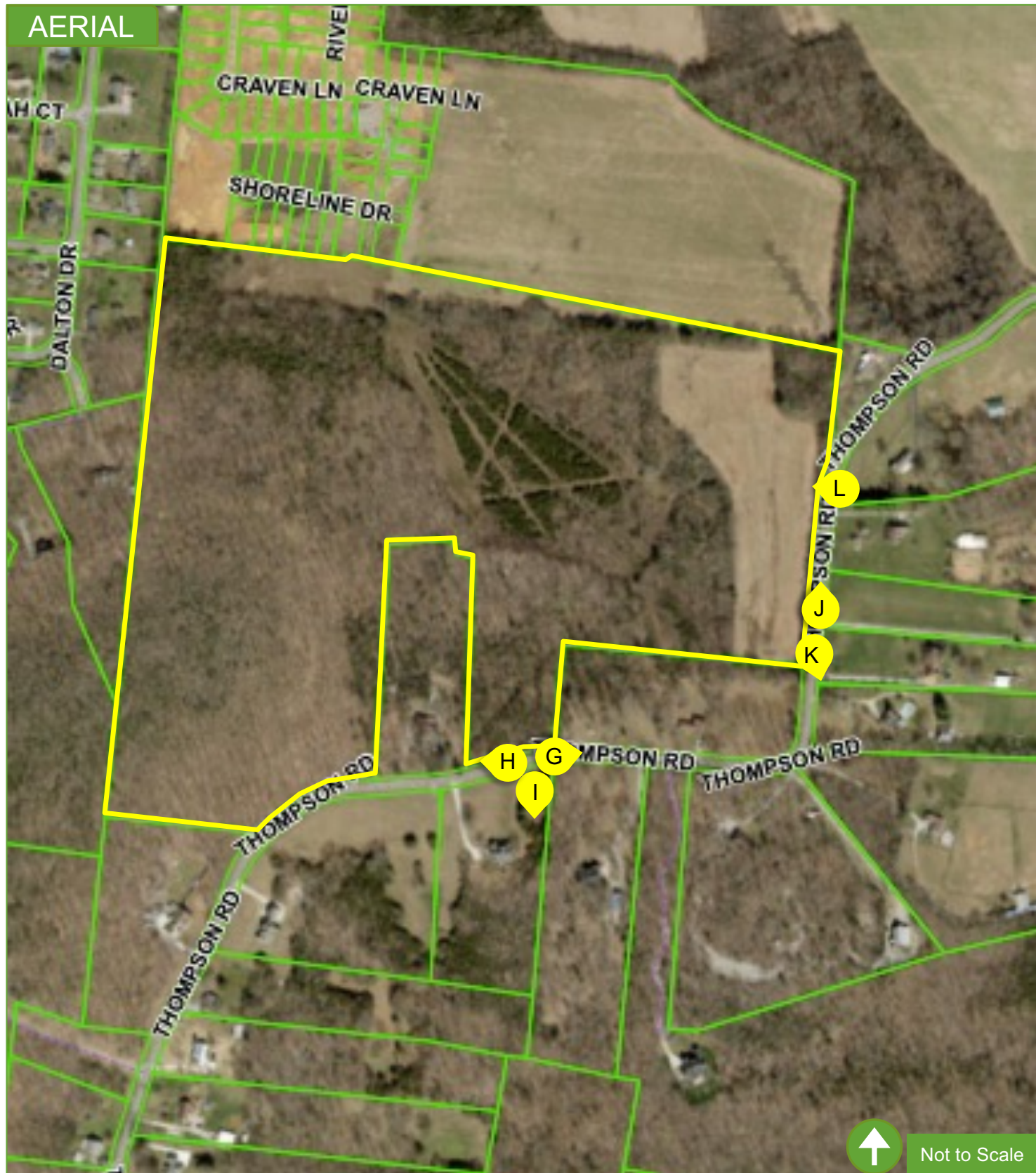
- No Easements are currently affecting this site.



Map Summary

The subject property is nestled within a bustling and rapidly expanding area in Murfreesboro, characterized by the ongoing construction of charming single-family homes. Its appeal is further enhanced by its proximity to the Rockvale schools, making it an enticing choice for families with young children seeking a nurturing and convenient community environment.





Aerial map showing the proposed site boundary in yellow. The site is located near Thompson Rd and Craven Ln. A north arrow and "Not to Scale" text are in the bottom right corner.





SITE DATA	
Total Land Area	3,010,337 S.F.
Acreage	69.1 Ac. +/-
Density	3.92 Units/Acre
Total Open Space	974,300 S.F.
Formal Open Space	844,124 S.F.
Homes	195
Parking required	780
Parking provided	1185
Total Green Space	22.37 Ac.
SETBACKS	
Front	35'
Rear	20'
Side	5'
<ul style="list-style-type: none"> The project is proposed to be completed in 4 phases. Trash pick up by city. An HOA will be established 	

Legend

- Individual Lot
- Green Space
- Driveway/Street
- Mail Kiosk/Pavilion



Lot Size		Lot Count
6,500 - 7,999 SF		75
8,000 - 9,999 SF		110
≥10,000 SF		10
Total		195

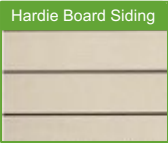
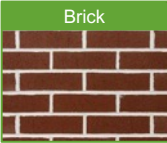
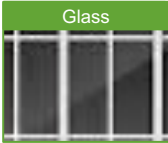



- Developmental Standards**
- Homes will be 1 to 2-story with a decorative front porch and two-car garage.
 - Varied roof lines add to the architectural interest of the homes.
 - Homes will have a minimum of 24-inch brick or stone water table on all sides.



Building Elevations Materials

Front Elevation:	All Masonry Materials (Brick, Stone, Fiber Cement Board)
Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board)
Soffit & Trim	Vinyl



*Different colors, cuts and patterns will be allowed



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Soffit & Trim	Vinyl

Hardie Board Siding

Brick

Glass

Cultured Stone

*Different colors, cuts and patterns will be allowed



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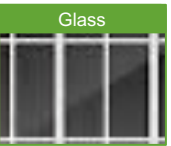
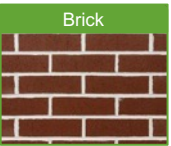
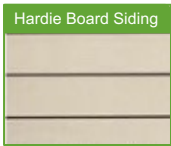


- Developmental Standards**
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 - Varied roof lines add to the architectural interest of the homes.
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Side Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board)
Rear Elevations:	All Masonry Materials (Brick, Stone, Fiber Cement Board)
Soffit & Trim	Vinyl



*Different colors, cuts and patterns will be allowed

OPEN SPACE PLAN



Map Summary

The subject property is an addition to the Salem Landing Section II development therefore residents will have access to all existing and new Salem Landing amenities which include dog park(3), Walking Trail w/pavilion, Cover pavilion/ mail kiosk, and playground(3). Common open space areas are located on the eastern side of the property, with the dog park embedded in the eastern lots. Additional common open space is located on the western portion of the development near the mail kiosk. A large wooded common open space will be located southwest of the new development.

Amenity Characteristics

- The pavilion will be 15'x 25' with 8" square PVC posts and asphalt shingles with 2 benches & picnic tables.
- The basketball court will be 80'x40' concrete surfaced with inground hoops surrounded by a fence.
- The playground will be approximately 900 SF, fenced in, containing a play tower, a slide made of metal and plastic, and benches.
- The dog park is to have approx. 50'x80' black chain link fence with dog poop station and benches.
- The disc golf course will be a 9-hole course with 5'x10' timber-formed gravel tee boxes with standard metal disk golf holes.

Mail Kiosk



Dog Park



Overlook/Pavilion



Playground



Signage



Nature Trail



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

CONCEPTUAL LANDSCAPE



Map Summary

Landscaping is provided at the mail kiosk and at the entrance located along Thompson Road. Vegetation in these areas will combine evergreen shrubs, accent trees, and ground cover.

TYPE A COMMON AREA BUFFER ZONE TA

- A planting strip with a minimum width of ten feet is intended to separate uses, provide vegetation in densely developed areas, and enhance the appearance of individual properties.
- A 2-foot berm will be added to the Type A buffer sections along Thompson Road.
- This common space will be maintained by the HOA.

Salem Section II Signage



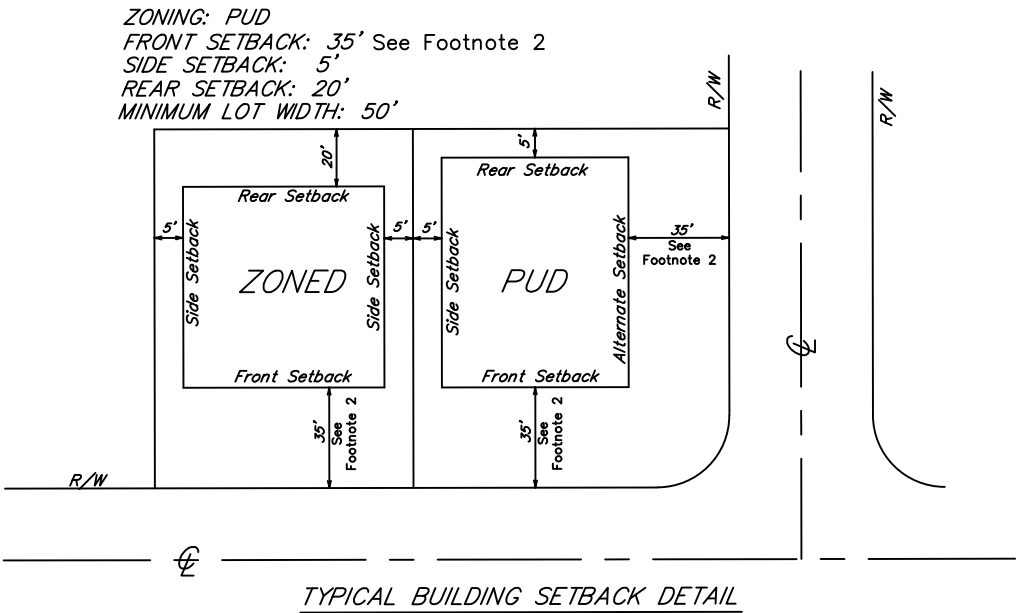
HSHUDDLESTON-STEELE
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
TELEPHONE: 615-893-4084 FAX: 615-893-0080

LAND USE PARAMETERS AND BUILDING SETBACKS			
ZONING (COMPARABLE VS PROPOSED)	COMPARABLE (RS-6)	PROPOSED	DIFFERENCE
MINIMUM EXTERNAL SETBACK REQUIREMENTS			
MINIMUM FRONT SETBACK (FT.)	35	35	-
MINIMUM SIDE SETBACK (FT.)	5	5	-
MINIMUM REAR SETBACK (FT.)	20	20	-
MAX HEIGHT (FT.)	35	35	-

Developmental Standards

- Development will include 195 lots with minimum square footage of 6,500 +/- S.F.
- Minimum Square Footage: 1,600 SF, 3 to 5-bedroom homes.
- Maximum building height of 35 feet.
- The homes will have 4 surface parking spaces and 2 garage spaces.
- Solid waste will be disposed through use of trash cans stored in garages and provided by the City.
- Sidewalks will be provided on both sides of street.
- Entry signage will be provided at east entrance along Thompson Road during Phase II of construction.
- Mail delivery will be accommodated via a dedicated kiosk located in the northwest corner of property.
- Parking requirements are met. Parking will comply with the Murfreesboro Zoning Regulations requirement of four parking spaces per dwelling unit.
- AC units will be located on the side or rear of the houses.

Typical Building Setback Detail For Proposed PRD



Footnotes:

1. Per the City of Murfreesboro, In order to minimize the extent of fire damage on adjacent structures, the facades of single-family detached dwellings shall consist primarily of one or more of the following materials: brick, stone, or cementitious siding. Other building materials such as EIFS, vinyl siding, and wood siding may be used for decorative or accent purposes and may constitute no more than 25 percent of any façade. Alternative combinations of exterior materials may be permitted only with the approval of the Planning Director, in consultation with the Building and Codes Director, after a review of the combustibility of the materials.
2. Per the City of Murfreesboro, a garage attached to a single-family dwelling shall have a minimum front setback of 35 feet. the remaining portion of the structure shall have a minimum front setback of 25 feet. The driveway of an attached or detached garage shall have sufficient width and depth to accommodate four vehicles. A single-family dwelling unit that has no garage shall have a minimum front setback of 35 feet.

City of Murfreesboro General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easement, roadways, rail lines and public right-of-way crossings and adjacent to the subject property: [Shown in pattern book on pages 3-8.](#)
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 on pages 9-11.](#)
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 on Page 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 on Page 12.](#)
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; [Not Applicable in this situation.](#)
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 pages 13-17.](#)
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; [Shown in pattern book pages 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; [A HOA will be established for this development.](#)

10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed;
 - **EXCEPTION 1:** The land use plan recommends RS-15, RS-12 and RS-10 for single-family lots. The proposed masterplan has (75) RS-6, (110) RS-8, and (10) RS-10 lots. We are requesting an exception to allow for this plan. The proposed density is 3.92 DU/Ac (excluding improved 19.4 acre green space). Which falls within the density limits as stated in the future land use plan.
 - **EXCEPTION 2:** We are requesting a 5' reduction to the 10' minimum side setback requirement for the (10) RS-10 lots.
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; [Shown in pattern book on page 2.](#)
14. Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. [Shown in pattern book on pages 13-17.](#)
15. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign: [Shown in pattern book on page 17.](#)

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-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
Sloane Lewis, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Deputy City Attorney
John Tully, Assistant City Attorney

Mr. Matthew Blomeley made a public announcement about the City's special census.

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Public Comments.

Vice-Chairman Ken Halliburton announced that no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the October 16, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the October 16, 2024 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

Shawn Wright

Nay: None

Zoning application [2024-417] for approximately 69.1 acres located along Thompson Road to be rezoned from RS-15 to PRD (Salem Landing III PRD), Ole South Properties 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. Chris Maguire (design engineer) and Mr. Jason Beavers (developer) were in attendance representing the application. Mr. Chris Maguire gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Vice-Chairman Ken Halliburton opened the public hearing.

1. **Mr. Jason Makuch, 2387 North Road** – expressed concerns with roadway and school capacities.
2. **Mr. David Williams, 2181 Thompson Road** – opposes the zoning request due to the unsafe road conditions and high-speed traffic.
3. **Ms. Kathryn Matera, 1127 Selous Drive** – opposes the zoning requests due to blasting and traffic concerns.
4. **Mr. Katrina Curtis, 2445 Thompson Road** – opposes the zoning request due to the proposed access road being in front of her residence and because of traffic concerns.
5. **Ms. Kim Jeffcoat, 2871 Thompson Road** – opposes the zoning requests due to traffic concerns.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

6. **Ms. Donielle Mastley, 1113 Pinnacle Hills Drive** – opposes the zoning requests due to traffic and blasting concerns.
7. **Mr. Greg Campanella, 2180 Thompson Road** - opposes the zoning request due to property value, traffic, and drainage concerns.
8. **Ms. Amanda (last name unknown), 6130 Gladstone Lane** – opposes the zoning request due to traffic concerns.
9. **Mr. Donald Wyrick, 1102 Carrington Place** - opposes the zoning request due to traffic and drainage concerns.
10. **Mr. Chris Leaver, 2281 Thompson Road** – opposes the zoning request due to traffic concerns.
11. **Mr. Robert Collier, 2450 Thompson Road** – opposes the zoning request due to density concerns.
12. **Ms. Judy Williams, 2394 Thompson Road** - opposes the zoning request due to negative impact on her property and drainage concerns.

Vice-Chairman Ken Halliburton closed the public hearing.

Mr. Shawn Wright explained due to state law the City cannot annex property into the City limits unless a property owner requests annexation.

Mr. Richard Donovan stated that the Thompson Road right-of-way in front of the subject property is located in the unincorporated County.

Mr. Shawn Wright asked if Armstong Valley Road, Thompson Road, and North Road are on the City's Major Transportation Plan. Mr. Matthew Blomeley answered no.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

Mr. Chris Maguire elaborated on the roadway improvements that are proposed with this development. He also buffering, addressed drainage, and blasting concerns.

Mr. Matthew Blomeley explained how the Planning Department provides monthly permitting data to the City and County school systems.

Mr. Shawn Wright and Ms. Jami Averwater expressed their support for this request and the reasons they support it.

Mr. Tristan Carroll asked what the phasing timeline would be with this development. Mr. Chris Maguire stated phase 1 would probably start construction a little over a year from now. Each phase would be developed separately.

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

Aye: Ken Halliburton, Vice-Chairman

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Annexation petition and plan of services [2024-503] for approximately 15.9 acres located along Joe B Jackson Parkway and Butler Drive, City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation applicants. Mr. Richard Donovan presented the Staff Comments regarding this item, a copy of which is maintained in the

ORDINANCE 24-OZ-42 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 69.1 acres located along Thompson Road from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Salem Landing III PRD); Ole South Properties, applicant, [2024-417].

**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.

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

Passed:

1st reading _____


2nd reading _____

ATTEST:

Erin Tucker
City Recorder

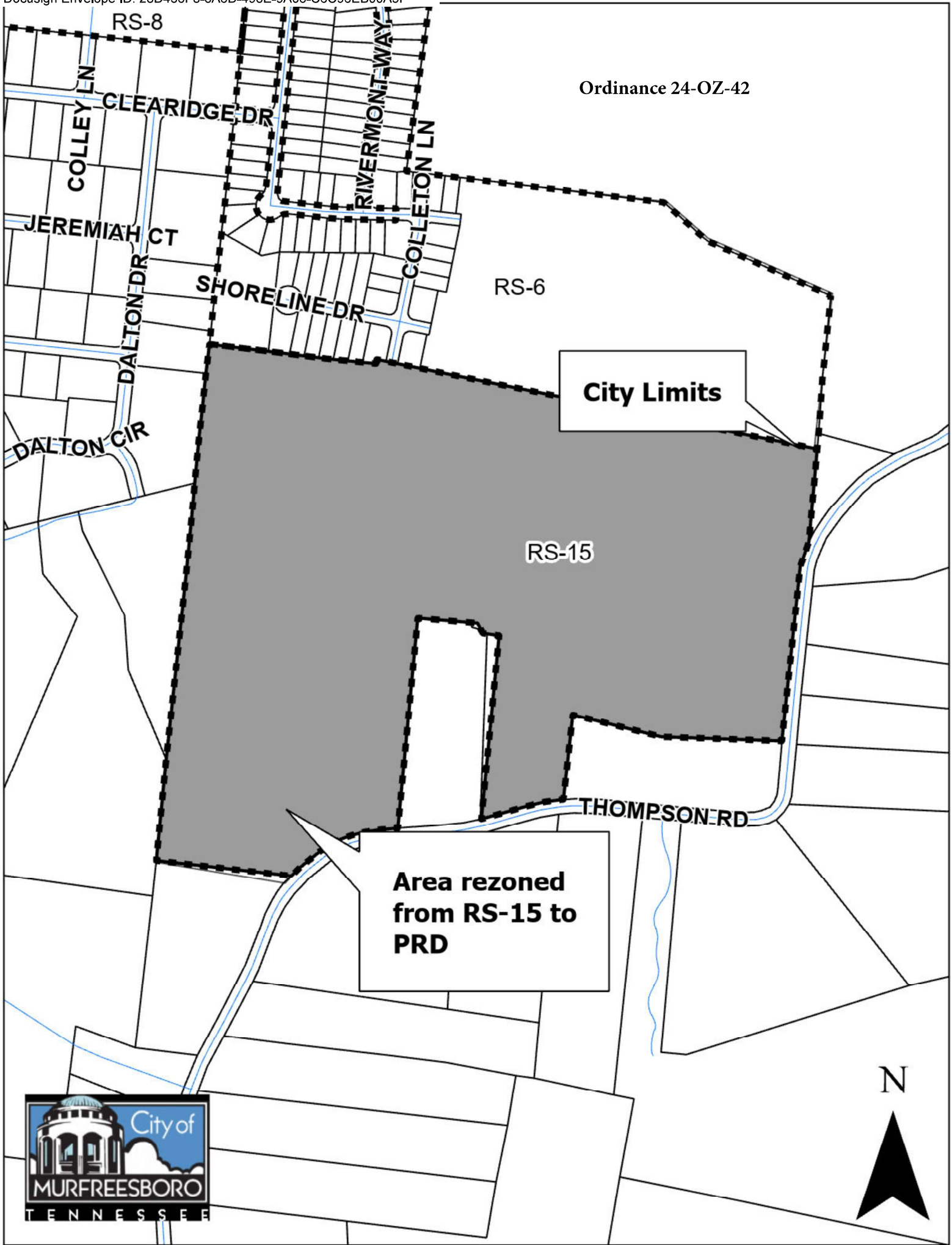
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2635E51F9401...
Adam F. Tucker
City Attorney

SEAL



Ordinance 24-OZ-42

RS-6

City Limits

RS-15

Area rezoned
from RS-15 to
PRD

THOMPSON RD



COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Zoning for property along Butler Drive and Joe B Jackson Parkway
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Zoning of approximately 15.9 acres located along the north side of Joe B Jackson Parkway and along Butler Drive.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request at its regular meeting on October 30, 2024.

Background Information

The City of Murfreesboro, MacDonald Associates, LLC, and QuikTrip Corporation presented to the City a zoning application [2024-415] for approximately 15.9 acres to be zoned H-I (Heavy Industrial District – 6.7 acres); G-I (General Industrial District – 2.9 acres); and CH (Highway Commercial District – 6.3 acres) simultaneous with annexation. During its regular meeting on October 30, 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 proposed zoning will enable industrial and commercial development, which will create jobs for the community and generate tax revenue for the City.

Expand Infrastructure

The requested area includes land that the City has under contract, which is intended to be developed the proposed solid waste transfer station and public works facility.

Attachments:

1. Ordinance 24-OZ-43
2. Maps of the area
3. Planning Commission staff comments from the 10/30/2024 meeting
4. Planning Commission minutes from 10/30/2024 meeting
5. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
OCTOBER 30, 2024
PROJECT PLANNER: RICHARD DONOVAN**

- 5.d. Zoning application [2024-415] for approximately 15.9 acres located along Joe B Jackson Parkway and Butler Drive to be zoned H-I (6.7 acres), G-I (2.9 acres), and CH (6.3 acres) simultaneous with annexation, City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation applicants.**

The applicants, the City of Murfreesboro along with MacDonald Associates and Quiktrip Corporation, is requesting to rezone the subject properties to Commercial Highway (CH), General Industrial (G-I), and Heavy Industrial (H-I). The subject properties include three parcels located on the north side of Joe B Jackson Parkway. The site is identified as three parcels, Tax Map 125, Parcels 14.04 (5.00 acres) and 14.05 (7.32 acres) and Tax Map 126, Parcel 46.02 (3.42 acres) for a combined acreage of 15.9 acres. All three parcels are currently vacant. A portion of the involved properties have an end user in mind. The City has a purchase contract in place to add additional land to the proposed transfer station site to the north, and Quiktrip Corporation is proposing a convenience store with gas pumps on a portion of the study area located right at the intersection. The area west of Butler Drive does not currently have an intended user.



Adjacent Land Use and Zoning

The subject properties are currently zoned Light Industrial (LI) in Rutherford County. The surrounding area consists of a mixture of commercial and industrial zoning types and uses. The property to the north is the City's future solid waste transfer station site and is zoned H-I, to the east across the interstate is a retail center and Subway zoned CH, to the south is the Bucee's site zoned G-I, to the south is also vacant G-I zoned land, and to the west is vacant G-I and RS-15 zoned land.

Future Land Use Map:

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan* indicates that "Business/Innovation" is the most appropriate land use character for the project area, as shown on the map below. The Business/Innovation land use category aims to promote economic growth, vibrant streets, diverse transportation options, environmental sustainability, organized large-scale projects, and create an appealing environment for business investment. The development types can include and are focused on industrial and manufacturing parks, research and development centers, advanced manufacturing, incubator industrial, and office space but can include commercial. CH, G-I, and H-I zoning is consistent with the Business/Innovation land use designation and allows a variety of industrial and commercial uses by right.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



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.

CH bulk zoning has been requested for approximately 6.3 acres. The CH district would permit the convenience store with gas pumps proposed by Quiktrip Corporation. 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.

G-I, General Industrial

This industrial district is intended to provide areas in which the principal uses permitted are wholesaling, warehousing, or limited manufacturing and which are accessible to major transportation routes. The regulations of this district are designed to minimize the adverse impact such uses may have on nearby districts. 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, and the land use intensity ratios which govern any use in this district are listed on Chart 2 unless otherwise regulated in this article.

G-I bulk zoning has been requested for approximately 2.9 acres, that abuts larger parcels that are zoned similarly. The G-I district permits a variety of light- and medium-intensity industrial, retail, office, medical, and institutional uses. A copy of Chart 1 is included and highlights the uses permitted in G-I.

H-I, Heavy Industrial

This industrial district is intended to provide areas in which the principal uses permitted are manufacturing, wholesaling, or warehousing and which are accessible to major transportation routes. The regulations of this district are designed to minimize the adverse impact such uses may have on nearby districts. 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, and the land use intensity ratios which govern any use in this district are listed on Chart 2 unless otherwise regulated in this article.

H-I bulk zoning has been requested for approximately 6.7 acres. The H-I district would permit the City's solid waste transfer station. The H-I district also permits a variety of industrial, retail, office, medical, and institutional uses. A copy of Chart 1 is included and highlights the uses permitted in H-I.

Staff recommendation:

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

- 1) The proposed CH, G-I, and H-I zoning aligns with the Murfreesboro 2035 Comprehensive Plan's "Business/Innovation" designation, promoting economic growth and a mix of industrial and commercial uses.
- 2) The site's proximity to major transportation routes and its adjacency to commercial and industrial areas make it an ideal location for the proposed uses, including the City's transfer station and a Quiktrip convenience store.
- 3) The rezoning will facilitate new commercial and industrial developments, attracting businesses and creating opportunities for economic growth in the region.
- 4) The proposed zoning is consistent with adjacent properties, which include a mix of industrial and commercial zones, ensuring cohesive development in the area.

Action Needed:

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

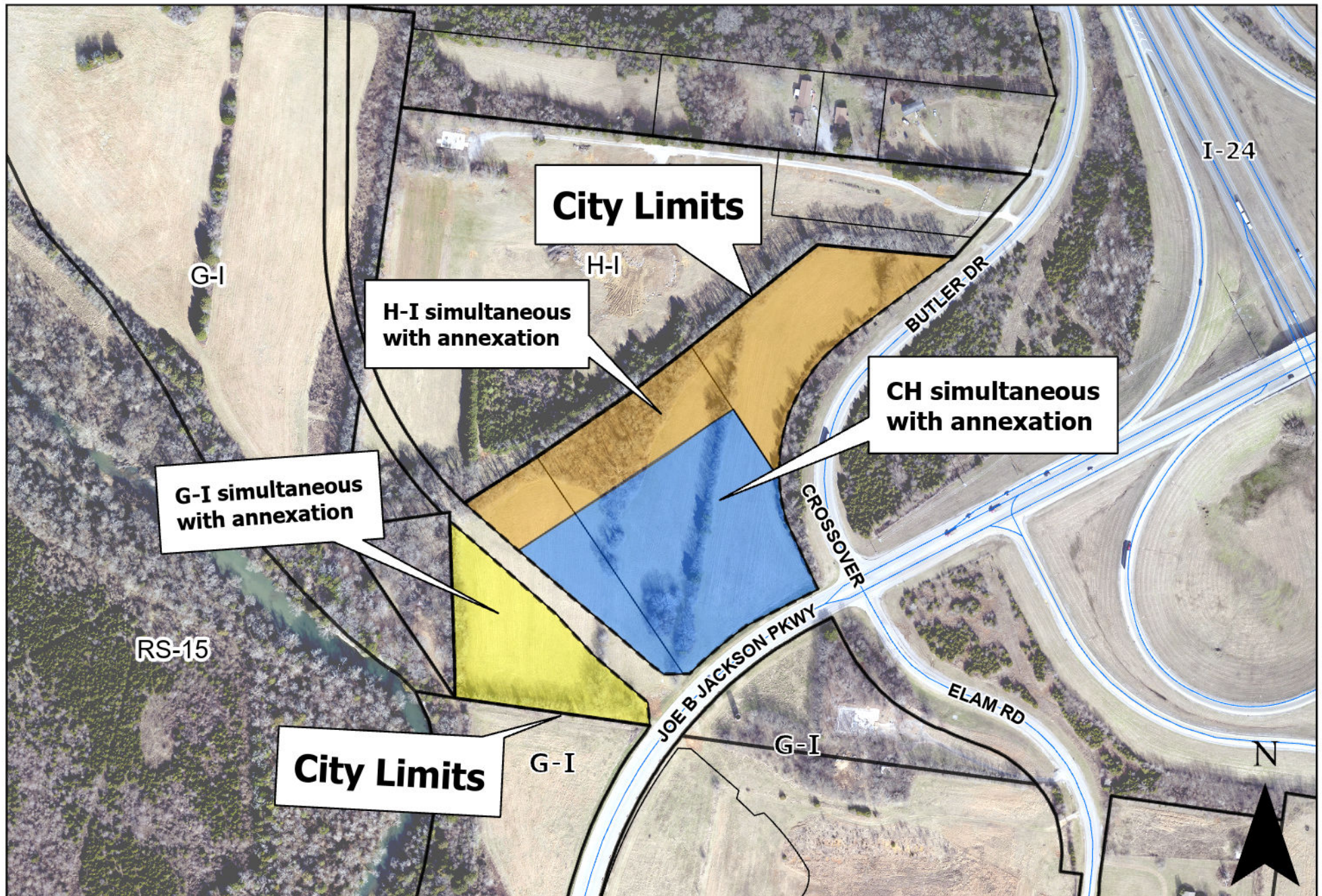
Attachments:

Ortho Map

Non-ortho maps

Rezoning Application

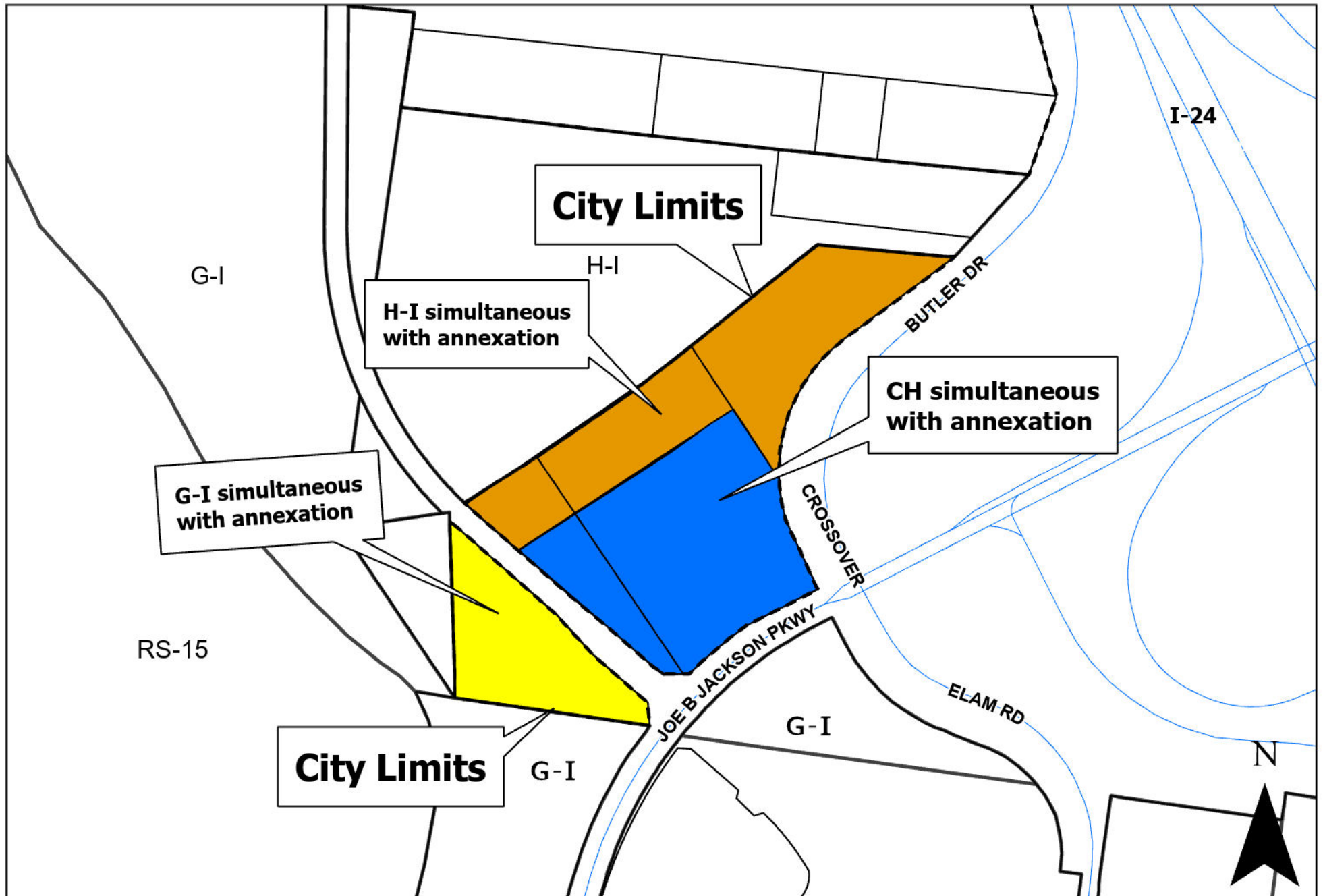
Chart 1. Uses Permitted



Zoning request for property along Butler Drive and Joe B Jackson Parkway
G-I, CH, H-I simultaneous with annexation

0 175 350 700 1,050 1,400
US Feet

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



Zoning request for property along Butler Drive and Joe B Jackson Parkway
G-I, CH, H-I simultaneous with annexation



0 175 350 700 1,050 1,400
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 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: City of Murfreesboro Admin
Address: 111 W. Vine St City/State/Zip: Mboro TN 37130

Phone: [REDACTED] E-mail address: [REDACTED]

PROPERTY OWNER: AST MacDonald Associates, Quilt Trip
Street Address or property description: Map 125 P 14.04, 14.05, Map 126 46.02
and/or Tax map #: _____ Group: _____ Parcel (s): _____
Existing zoning classification: County LI
Proposed zoning classification: GI, HI, CH Acreage: 2.9, 6.7, 6.3

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

E-mail: _____

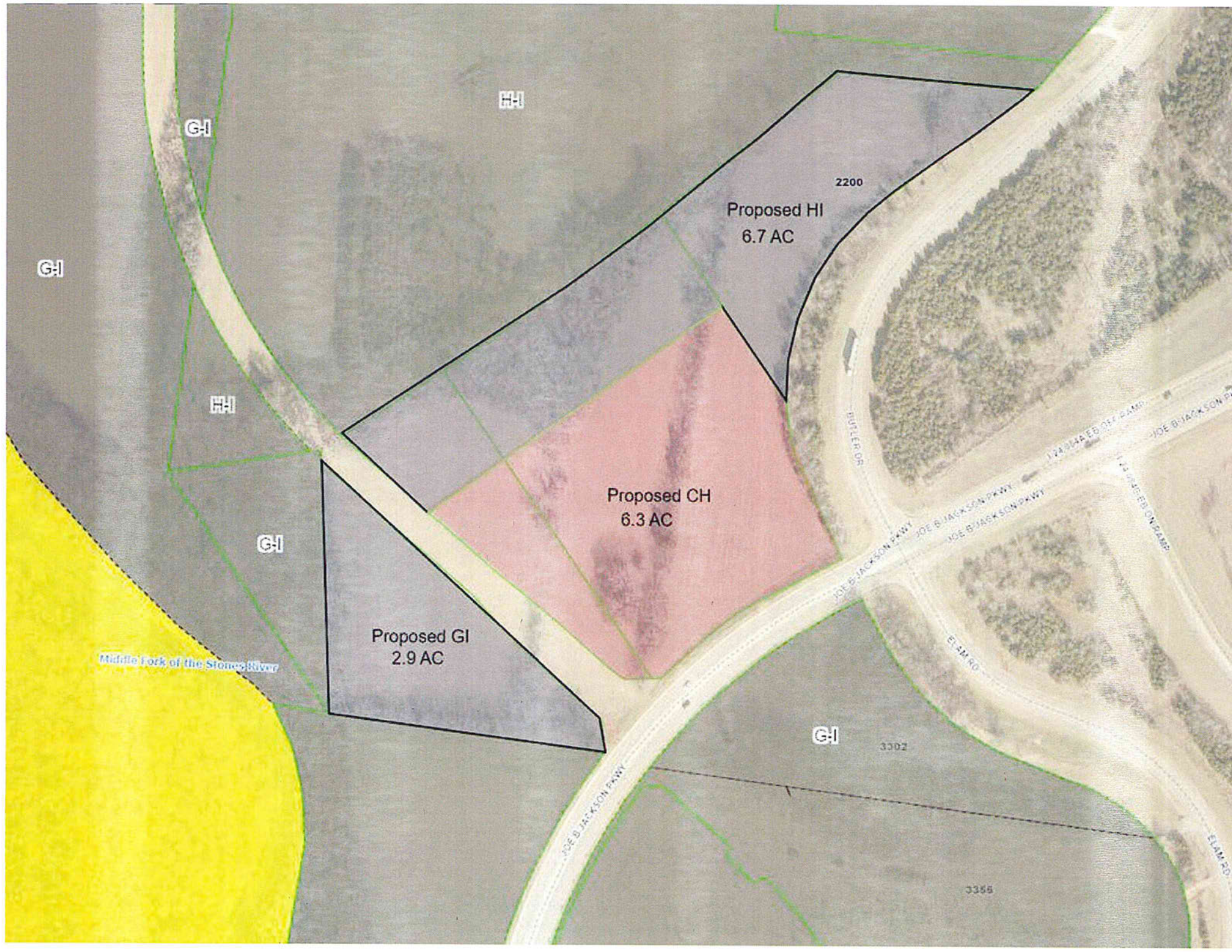
APPLICANT'S SIGNATURE (required): Sam [Signature]

DATE: 8/23/24

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

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

Amount paid: _____ Receipt #: _____



APPENDIX A - ZONING

CHART 1.

USES PERMITTED BY ZONING DISTRICT.

Revised January 25, 2024

Chart 1
Page 1 of 8

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

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

Chart 1
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APPENDIX A - ZONING

USES PERMITTED ³	ZONING DISTRICTS																				OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	
INSTITUTIONS																					
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		X	X	X	X	X	X		X	X	X
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	X	S	X	X	X		X	X	X	X
Airport, Heliport	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S			S	S	S
Church ¹³	S	S	S	S	S	S	S	X	X	S	S	S	X	X	X	X	X	X	X	X	S
College, University							S	S	S		S	X	X	X	X	X	X	X	X	X	S
Day-Care Center							S	S	S		S	S	S	X	X	X	X	X	X	X	S
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X		X	X	X	S
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S		X	X	X		X	X	X	S
Hospital												X	X			X	X		X	X	X
Lodge, Club, Country Club ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	S
Mental Health Facility												X	X	X		X	X		X	X	X
Morgue																X	X		X	X	X
Museum							S	S	S			S	S	S	X	X	X	X	X	X	S
Nursery School							S	S	S		S	S	S	S	S	X		S	S	S	S
Nursing Home												X	X	S	S	S	X		X	X	X
Park	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pet Cemetery	S	S	S												S	S			S	S	
Philanthropic Institution							S	S	S			X	X	X	X	X	X	X	X	X	X
Public Building ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	S
Recreation Field ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X		X	X	S
Senior Citizens Center	S	S	S	S	S	S	S	X	X	S		X	X	X	X	X	X		X	X	S
School, Public or Private, Grades K - 12 ¹³	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	S
Student Center								S	S			S	S	S	S	S	X				S
Technology/Vocation School (indoor)													X		X	X	X		X	X	X
Trade School (includes outdoor)																			X	X	S
AGRICULTURAL USES																					
Customary General Farming	X ⁰	X ⁰	X ⁰	X ⁰	X ⁰	X ⁰	X ⁰	X ⁰	X ⁰	X ⁰	X ⁰	X	X	X	X ⁰	X	X	X	X	X	X
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	S				X	X			X	X	X
Farm Labor and Management Services												X	X	X	X	X		X	X	X	X
Fish Hatcheries and Preserves																			X	X	X
Grain, Fruit, Field Crop and Vegetable Cultivation and Storage	X	X	X	X	X	X	X	X	X	X	X								X	X	X
Livestock, Horse, Dairy, Poultry, and Egg Products	S	S	S	S	S	S	S	S	S	S									X	X	X
Timber Tracts, Forest Nursery, Gathering of Forest Products	S	S	S	S	S	S	S	S	S	S	S								X	X	X

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Chart 1
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Revised January 25, 2024

USES PERMITTED ³	ZONING DISTRICTS																								OVERLAY		
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	LI	CM-RS-8	CM-R	CM	CU	P	OCO
COMMERCIAL																											
Adult Cabaret																			X ²								
Adult Entertainment Center																			X ²								
Adult Motel																			X ²								
Adults-Only Bookstore																			X ²								
Adults-Only Motion Picture Theater																			X ²								
Amusements, Commercial Indoor															X	X	X	X	X	X	X				S		
Amusements, Commercial Outdoor excluding Motorized																X	X		X	X	X				S	S	N
Amusements, Commercial Outdoor Motorized except Carnivals																			S	S	S						N
Animal Grooming Facility															X	X	X		X	X	X						
Antique Mall															X	X	X	X	X	X	X						
Antique Shop <3,000 sq. ft.												X	X	X	X	X	X	X	X	X	X		X				
Art or Photo Studio or Gallery												X	X	X	X	X	X	X	X	X	X		X		X		
Artisan Use < 3,000 sf, other than enumerated elsewhere														X	X	X	X	X	X	X	X						
Automobile Body Shop ¹²																			X	X							N
Automotive/Motor Vehicle Repair ¹²																			X	X	X						N
Automotive/Motor Vehicle Service															S	X	X		X	X	X						
Bakery, Retail														X	X	X	X	X	X	X	X						
Bank or Credit Union, Branch Office or Main Office												X	X	X	X	X	X	X	X	X	X						
Bank, Drive-Up Electronic Teller												X	X	X	X	X	X	X	X	X	X	X	X				
Barber or Beauty Shop												X	X	X	X	X	X	X	X	X	X		X				
Beer, Packaged														X	X	X		X	X	X	X						
Boat Rental, Sales, or Repair																			X	X	X						N
Book or Card Shop												X	X	X	X	X	X	X	X	X	X		X				
Brewery, Artisan ²⁰														X	X	X		X	X	X	X						
Brewery, Micro ²⁰																X		X	X	X	X						
Brewpub ³⁰														X	X	X	X	X	X	X	X						
Business and Communication Service												X	X	X	X	X	X	X	X	X	X						
Business School												X	X		X	X	X	X	X	X	X						
Campground, Travel-Trailer Park																			S	S	S						N
Carnivals																S			S	S	S				S		N

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APPENDIX A - ZONING

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

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APPENDIX A - ZONING

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

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Sauna																			X ⁶								
Self-Service Storage Facility ¹⁸															S	X	S		X	X	X						N
Sheet Metal Shop																X			X	X	X						N
Shopping Center, Community (150-300K SF)																X	X			X	X	X					N
Shopping Center, Neighborhood (25-150K SF)															X	X	X	X	X	X	X						
Shopping Center, Regional (>300,000 SF)																X	X		X	X	X						N
Specialty Shop												X	X	X	X	X	X	X	X	X	X		X				
Tavern																X		X	X	X	X						
Taxidermy Studio																	S		S	S	S						N
Veterinary Clinic															X	X	X		X	X	X						N
Veterinary Hospital																X	X		X	X	X						N
Veterinary Office												X	X	X	X	X	X		X	X	X		X				N
Vehicle Wash														X					X	X	X						N
Wholesaling, Wholesale Establishments																X			X	X	X						N
Winery, Artisan ²⁹															X	X	X		X	X	X						
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																			X	X	X						N
INDUSTRIAL																											
Manufacture, Storage, Distribution of:																											
Abrasive Products																			X	X							N
Asbestos Products																			S								N
Automobile Dismantlers and Recyclers ^{7 & 12}																			S								N
Automobile Manufacture																			X	X							N
Automobile Parts and Components Manufacture																			X	X							N
Automobile Seats Manufacture																			X	X							N
Bakery Goods, Candy																			X	X	X						N*
Boat Manufacture																			X	X							N
Bottling Works																			X	X	X						N
Brewery ²⁰																			X	X	X						N
Canned Goods																			X	X							N
Chemicals																			X								N
Composting Facility																			S					S			N
Contractor's Storage, Indoor																	X		X	X	X						N
Contractor's Yard or Storage, Outdoor ³²																			X	X	X						N
Contractor's/Construction Equipment: Sales, Rental, Repair ³²																			X	X	X						
Cosmetics																			X	X	X						N
Custom Wood Products																			X	X	X						N*

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

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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

Chart 1
Page 8 of 8

Revised January 25, 2024

APPENDIX A - ZONING

USES PERMITTED ²	ZONING DISTRICTS																				OVERLAY
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF ¹⁴	CH	MU	CBD	HI	GI	
Saw Mills																			X		N
Scrap Metal Processors																			S		N
Scrap Metal Distribution and Storage																			S		N
Scrap Processing Yard																			S		N
Secondary Material Dealers																			S		N
Silverware and Cutlery																			X	X	N*
Small Moulded Metal Products																			X	X	N
Sporting Goods																			X	X	N
Stone, Clay, Glass, and Concrete Products																			X	X	N*
Textile, Apparel Products, Cotton--Factoring, Grading																			X	X	N*
Textile, Apparel Products, Cotton Gin																			X	X	N
Tire Manufacture																			X	X	N
Tobacco Products																			X	X	N
Toiletries																			X	X	N*
Transportation Equipment																			X	X	N
Warehousing, Transporting/Distributing ¹⁸																			X	X	N
Winery ²⁰																			X	X	N
TRANSPORTATION AND PUBLIC UTILITIES																					
Bus Terminal or Service Facility																X			X	X	
Electric Transmission, Gas Piping, Water/Sanitary																			X	X	
Sewer Pumping Station	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Freight Terminal, Service Facility																X			X	X	N
Garbage or Refuse Collection Service																			X	X	N
Gas, Electric (Including Solar Farms), Water, Sewerage Production and/or Treatment Facility,																			X	X	
Landfill ¹⁶																			S		N
Post Office or Postal Facility														X	X	X	X	X	X	X	
Railroad Station/Terminal																S			S	S	
Refuse Processing, Treatment, and Storage																			S		N
Telephone or Communication Services															X	X	X	X	X	X	
Taxicab Dispatch Station																X			X	X	N

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

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

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

6:00 P.M.

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Vice-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
Sloane Lewis, Planner
Carolyn Jaco, Recording Assistant
Roman Hankins, Deputy City Attorney
John Tully, Assistant City Attorney

Mr. Matthew Blomeley made a public announcement about the City's special census.

1. Call to order.

Vice-Chairman Ken Halliburton called the meeting to order at 6:00 p.m.

2. Determination of a quorum.

Vice-Chairman Ken Halliburton determined that a quorum was present.

3. Public Comments.

Vice-Chairman Ken Halliburton announced that no one signed up to speak during the Public Comments portion of the agenda.

4. Approve minutes of the October 16, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the October 16, 2024 Planning Commission meeting; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

permanent files of the Planning Department and is incorporated into these Minutes by reference.

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the annexation petition and plan of services; therefore, Vice-Chairman Ken Halliburton closed the public hearing.

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

Aye: Ken Halliburton, Vice-Chairman

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

Zoning application [2024-415] for approximately 15.9 acres located along Joe B Jackson Parkway and Butler Drive to be zoned H-I (6.7 acres), G-I (2.9 acres), and CH (6.3 acres) simultaneous with annexation, City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation applicants.

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. Andy Bobo, with MacDonald and Associates, and Mr. J.D. Dudley, real estate agent for QuikTrip, were in attendance representing the application.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION OCTOBER 30, 2024

Vice-Chairman Ken Halliburton opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Vice-Chairman Ken Halliburton 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 Haris and carried in favor by the following vote:

Aye: Ken Halliburton, Vice Chairman

Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Shawn Wright

Nay: None

6. Staff Reports and Other Business:

The Gardens of Three Rivers, Resubdivision of Lots 103 & 130 [2024-2079] final plat for 6 lots on 0.62 acres zoned PRD located along Eldin Creek Drive and Ashebrook Court, Patterson Company, LLC developer. 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.

There being no further discussion, Mr. Shawn Wright moved to approve the final plat subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

ORDINANCE 24-OZ-43 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 15.9 acres along Joe B. Jackson Parkway and Butler Drive as Heavy Industrial (H-I) District (6.7 acres), General Industrial (G-I) District (2.9 acres), and Highway Commercial (CH) District (6.3 acres) simultaneous with annexation; City of Murfreesboro, MacDonald Associates, and Quiktrip Corporation, applicants [2024-415].

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 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 Heavy Industrial (H-I) District, General Industrial (G-I) District, and Highway Commercial (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.

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

Passed:

1st reading _____

2nd reading _____

Shane McFarland, Mayor

ATTEST:

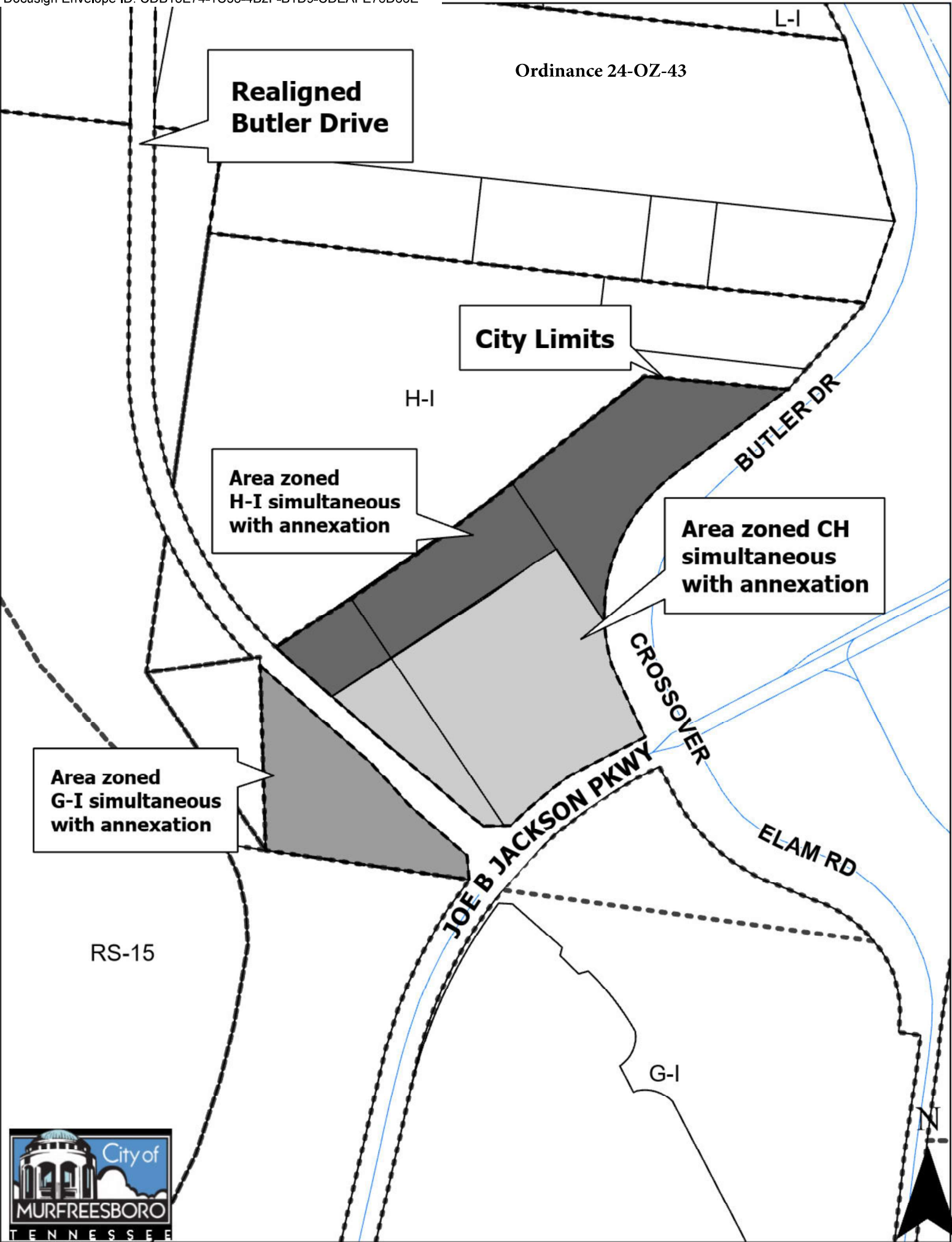
Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

Adam F. Tucker
City Attorney

SEAL



COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Sewer Allocation Variance- New Salem Highway – Still Waters

Department: Planning

Presented by: Richard Donovan, AICP, Principal Planner

Requested Council Action:

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

Summary

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

Staff Recommendation

Consider variance request allowing higher single-family unit equivalent density (sfu) by approximately 262 sfu's for the proposed mixed-use development.

Background Information

The Planning Department has conducted a public inquiry meeting with the owner of a tract of land along the north side of New Salem Highway just west of Cason Lane (formerly known as the Myrtle Bell Leathers property). The development concept includes areas proposed to be developed with the following uses: commercial (retail/restaurant/office, etc...), assisted living and memory care, age-restricted apartments, non-age-restricted apartments, and townhomes. The property is zoned Highway Commercial District (CH), which only allows 2.5 single family units (sfu) per acre, and RM-16 (Multi-Family Residential District 16), which only allows nine single family units (sfu) per acre.

Based on the acreage on the property in each of the two zoning districts, the property is allowed a maximum of 459 sfu without a variance. The anticipated usage is approximately 720 sfu; therefore, the proposed development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development, pending off-site sanitary sewer improvements north of New Salem Highway to be constructed by the developer. Staff recommends the requested variance for the commercial uses and assisted living is justified by the job creation and tax revenue, as well as the need for commercial services along this corridor and the need for assisted living and memory care units for the City's elderly population. However, Staff is not supportive of the variance request for the multi-family and townhome uses, as Staff does not believe that any potential benefits of these uses outweigh the additional sewer capacity that they will consume.

Council Priorities Served

Improve economic development

The proposed commercial uses will create jobs within the community and provide the City and MWRD additional revenue. In addition, the assisted living and memory use will fill a housing need for Murfreesboro's elderly population.

Concurrence

MWRD concurs with the request based on sewer system capacity, pending off-site sanitary sewer improvements north of New Salem Highway to be constructed by the developer, 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, once those improvements are constructed. 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

761 Old Hickory Blvd, Ste 301
Brentwood, TN 37027

615.258.5562

Mr. Ben Newman

City of Murfreesboro
111 W. Vine St.
Murfreesboro, TN 37130

November 19, 2024 (Resubmittal – V2)

Dear Mr. Newman:

Please accept this letter as our variance request for the proposed site to be located along New Salem Hwy, Parcel 114-003.01-000 (2588 New Salem Hwy). The property in question is approximately 73.07 Acres in size. The parcel are currently zoned CH and RM-16. The sewer allocation ordinance allows for 2.5 sfue/acre (or 650 gpd/acre) sewer flow for CH property, and 9.0 sfue/acre (or 2,340 gpd/acre) sewer flow for RM-16 properties. For the proposed master plan, the allocation ordinance would allow a combined 119,338.10 gpd (or 459.19 sfue).

Based on historical flow of existing users similar to what is anticipated for this project, the projected average sewer usage is estimated to be 187,263.50 gpd (or 720.22 sfue) in total for the entire master plan. See the attached calculations.

Given this information, Bell Tower Investments, LLC requests from the sewer allocation ordinance to grant an **additional 262 sfue** of sewer flow. The variance would allow Bell Tower Investments, LLC, or it's assigns, to develop a multi-building mixed-use development similar to the concept plan provided as an exhibit with this letter.

Once the variance is granted, Bell Tower Investments, LLC would reserve approximately 720.22 sfue of the remaining approximately 3,000 sfue for this sewer area.

Further, once this variance is granted, it is the intent of the Owner to pursue an approved master planned PUD for the mixed-use community based on the variance that is approved.

We appreciate the opportunity to present this variance request and the opportunity to create new homes and jobs and bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes.

Please contact me via email at tyler@paradym.studio if you have any questions.

Sincerely,



Tyler Thayer, RA
Principal + Architect
Paradym Studio, PLLC

cc: Ryan Niederst (Owner's Representative)
Preston Ayer (SWS Engineering)
Valerie Smith (Murfreesboro)
Matthew Blomeley (Murfreesboro)
Greg McKnight (Murfreesboro)
Richard Donovan (Murfreesboro)
David Pendley (Murfreesboro)
Anita Heck (Murfreesboro)
Darren Gore (Murfreesboro)
Jennifer Tag (Murfreesboro)
Adam Tucker (Murfreesboro)

STILL WATERS CALCULATIONS

Not Reserved - Phases II - V & Commercial I - III Only

Current Allowed sfue/gpd per Ordinance & Existing Zoning					
	Acres	sfue By Right (Ordinance)	Allowable calculated sfue	gpd	Allowable calculated gpd
RM-16	42.54	9.00	382.86	2340	99,543.60
CH	30.53	2.50	76.33	650	19,844.50
	73.07	Total sfue	459.19	Total gpd	119,388.10

Proposed Uses Calculations (TDEC)							
	Master Plan Scope			sfue	rate (gpd)	calculated gpd	Notes
Phase II							
Apartments	150 Units			150.00	260.00	39,000.00	Apartments & Townhomes must use the 260 gpd.
Clubhouse and Staff Bathrooms	2 Units			2.00	261.00	522.00	
Phase III							
Apartments	320 Units			320.00	260.00	83,200.00	Apartments & Townhomes must use the 260 gpd.
Clubhouse and Staff Bathrooms	2 Units			2.00	261.00	522.00	
Phase IV							
Townhomes	48 Units			48.00	260.00	12,480.00	Apartments & Townhomes must use the 260 gpd.
Phase V							
Assisted Living	120 Beds			46.15	100.00	12,000.00	Kitchenette Only (Not full kitchen)
Memory Care	30 Beds			6.92	60.00	1,800.00	Beds only. Central Kitchen and Washer & Dryer
Clubhouse and Staff Bathrooms	2 Units			2.00	261.00	522.00	
Commercial I (101,000 SF)							
Retail	24000 SF	12.00 Stores	2000 SF/Store	12.00	260.00	3,120.00	Retail - Each retail unit would use 260 gpd.
Restaurant/Bar*	24000 SF	8.00 Stores	100.00 Cust/Day	27.69	9.00	7,200.00	Agree
Coffee Shop*	2500 SF	1.25 Stores	100.00 Cust/Day	2.88	6.00	750.00	Agree
Office	50500 SF		200 SF/P	12.63	13.00	3,282.50	Agree
Commercial II (122,000 SF)							
Retail	29500 SF	15.00 Stores	2000 SF/Store	15.00	260.00	3,900.00	Retail - Each retail unit would use 260 gpd.
Restaurant/Bar*	29500 SF	10.00 Stores	100.00 Cust/Day	34.62	9.00	9,000.00	Agree
Coffee Shop*	2000 SF	1.00 Stores	100.00 Cust/Day	2.31	6.00	600.00	Agree
Office	61000 SF		200 SF/P	15.25	13.00	3,965.00	Agree
Commercial III - Outparcels							
Outparcel 1*	5000 SF	2.00 Stores	100.00 Cust/Day	6.92	9.00	1,800.00	Agree
Outparcel 2*	3000 SF	1.00 Stores	100.00 Cust/Day	3.46	9.00	900.00	Agree
Outparcel 3*	3000 SF	1.00 Stores	100.00 Cust/Day	3.46	9.00	900.00	Agree
Outparcel 4*	5000 SF	2.00 Stores	100.00 Cust/Day	6.92	9.00	1,800.00	Agree
Total sfue/GPD Estimated:				720.22		187,263.50	
Total sfue/GPD Allowed:				459.19		119,388.10	
Surplus/Deficit:				(261.04)		(67,875.40)	

*UpMenu 2024 Survey - Avg. 100 Customers per Day

VARIANCE REQUEST = 262 SFUE

Luxury Apartments - 320 Units
PHASE III - 18.95 ACRES

Assisted Living and Memory Care Facility - 120 AL BEDS AND 30 MC BEDS
PHASE V - 6.8 ACRES

TOWNHOMES
PHASE IV - 48 UNITS

55+ Independant Living
Luxury Apartments
(Age Restricted) -
150 UNITS - 7.4 ACRES

COMMERCIAL OUTPARCELS

1.2 ACRES 1 ACRE 1 ACRE 1.2 ACRES

2 STORY
64,000 SF

252 SPACES

2 STORY
60,000 SF

230 SPACES

COMMERCIAL II

2 STORY
60,000 SF

2 STORY
60,000 SF

88 PARALLEL SPACES

2 STORY
56,000 SF

2 STORY
56,000 SF

COMMERCIAL I

2 STORY
26,000 SF

340 SPACES

2 STORY
64,000 SF

NOTE
SECOND STORY
COMMERCIAL
TO BE
OFFICE SPACE

910 TOTAL PARKING
SPACES

PHASE I

1 OVERALL SITE PLAN
SCALE: 1"= 100'-0"

REVISIONS
PERMIT SET
XX-XX-XX

SLOCUM PLATTS
ARCHITECTS, P.A.

RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262
670 NORTH ORLAND AVENUE, SUITE 100, ORLAND, FL 32751
TEL: (407) 448-2771 FAX: (407) 448-2771
WWW.SLOCUMPLATTS.COM

SP

WILLIAM P. PLATTS AR 13262

TENNESSEE

MURFREESBORO

OVERALL SITE PLAN

BELL TOWER APARTMENTS

DRAWN
CAD
CHECKED
WPP
DATE 11 14 24
SCALE
AS NOTED
JOB NO.
19-041
SHEET

A1.1



... creating a better quality of life

MEMORANDUM

DATE: November 20, 2024

TO: Ben Newman

FROM: Valerie H. Smith

SUBJECT: Still Waters
Salem Hwy
Sewer Variance Request

Sewer System Capacity

The sanitary sewer collection system can convey the estimated sewer flows resulting from this proposed development, with off-site sewer upgrades on the north side of Salem Hwy. These improvements would be required of the developer at the time of construction for this development.

Effects within Basin by Providing Variance to Sewer Allocation

Per the most recent sewer connection model of the upper reaches of the Basin MF11A sewer system, upstream of the Hidden River Development, there was capacity for 3473 connections on 900+/- acres as of January 1, 2023.

	Proposed (sfu's)	Remaining Connections (sfu's)
Total Connections Available (sfu's)		3473
Total Paid Sewer Reservations	391	3082
Approved by Planning (704 sfu's) (Not All Reserved)	(704-391) = 313	2769
Total Requested by Still Waters	720	2049

By committing sewer service to this development, Staff determined that Basin 11A's sewer connection capacity will be reduced by 720 single-family unit (sfu) connections based on estimated water usage data and is determined to be 187,264 gallons per day (gpd) or 720 sfu's/day, resulting in a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Water Resources Department

300 NW Broad Street * P.O. Box 1477 * Murfreesboro, TN 37133-1477 * Office: 615 890 0862 * Fax: 615 896 4259
TTY 615 848 3214 * www.murfreesborotn.gov

This approval will result in in 2049 available connections for future developments if all plans that have been approved by the Planning Department reserve sewer capacity.

Per the existing Commercial Highway zoning (allotted 2.5 sfu/acre) and acreage, 30.53 acres combined with the Residential Multi-family (RM-16) zoning (allotted 9 sfu/acre) and acreage 42.54 acres, the property is allowed 459 sfu's/day. Therefore they are requesting a variance of 262 sfu's/day.

The Salem Barfield 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: 12/05/2024

Item Title: Town Creek Improvements (Daylighting) Bid Award

Department: Development Services

Presented by: Gabriel Moore, Project Engineer

Requested Council Action:

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

Summary

Award construction contract for the Town Creek Improvements (Daylighting) Project.

Staff Recommendation

Approve contract with SBW Constructors, LLC in the amount of \$22,468,540.00, pending Legal review and approval.

Background Information

The Town Creek Improvements (Daylighting) Project bid was opened on November 21, 2024. There was one bidder. Griggs and Maloney has reviewed the bids and has deemed SBW Constructors, LLC to be responsible and responsive to the requirements of the project. SBW Constructors, LLC provided a base bid price of \$22,468,540.00.

The City of Murfreesboro has worked with SBW Constructors, LLC previously on several projects. All these projects were performed very professionally and staff considers them to be a reputable Contractor.

Council Priorities Served

Responsible budgeting

Utilization of federal stimulus funds for the stormwater elements of this project offset City funds to be applied toward local expenditures.

Improve economic development

Town Creek Project and the related public improvements enhance the entrance to downtown area and encourage redevelopment in the Historic Bottoms.

Fiscal Impact

The project cost is \$22,468,540.00 and will be funded various sources including General Fund, State Street Aid, MWRD, Stormwater, CIP, and ARPA funds.

Attachments

1. Town Creek Improvements (Daylighting) Recommendation for Award



P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

November 22, 2024

Mr. Gabriel Moore, P.E.
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

**RE: TOWN CREEK IMPROVEMENTS
RECOMMENDATION FOR AWARD
CITY OF MURFREESBORO, TENNESSEE
G&M FILE #226-227**

Dear Mr. Moore:

On November 21, 2024 at 2:00 P.M. CST, bids were received for the above-referenced project. One bid was submitted and opened. The bid tabulation is enclosed. The apparent low, responsive bidder for the project is SBW Constructors, LLC. The associated Lump Sum Bid amount plus Additive Alternate # 1 for this award recommendation is \$22,468,540.

Also, please find enclosed the printout of the license information for this Bidder. The Contractor's license appears to be active and in order. Based on these items, we recommend award of the Contract for the Lump Sum Bid plus Additive Alternate # 1 for a total amount of \$22,468,540 to the apparent low bidder, SBW Constructors, LLC. The Notice of Award Form is also attached. Please sign and return it to me if this award recommendation is acceptable to the City.

If you have any questions or concerns concerning this project, please do not hesitate to contact me at (615) 895-8221.

Sincerely,
GRIGGS & MALONEY, INC.

A handwritten signature in black ink that reads "Ryan Maloney".

Ryan Maloney, P.E.

Encl: Bid Tabulation, Contractor License Information, Notice of Award

Copy: Ms. Cathy Smith, City of Murfreesboro
Mr. Sam Huddleston, City of Murfreesboro

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance:

Owner:	City of Murfreesboro	Owner's Project No.:	
Engineer:	Griggs & Maloney, Inc.	Engineer's Project No.:	226-227
Project:	Town Creek Improvements		
Contract Name:	Town Creek Improvements		
Bidder:	SBW Constructors		
Bidder's Address:	405 Church Street		
	Goodlettsville, TN 37072		

You are notified that Owner has accepted your Bid dated November 21, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Town Creek Improvements

The Contract Price of the awarded Contract is \$22,468,540.00 based on the bid submitted on November 21, 2024. The Contract Price includes an Owners Contingency in the amount of \$500,000.00, to be used solely at the Owner's discretion. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver with the signed Agreement(s) the Contract security (such as requires performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6. Do not date the Agreement or Bonds. The Agreement and Bonds will be dated by the Owner or Owner's Representative.
2. Other conditions precedent (if any): **N/A**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Upon Receipt and Approval of the required Contract Security, Owner will send Contract Documents for signature via DocuSign for execution by all parties.

Owner:	City of Murfreesboro
By (<i>signature</i>):	_____
Name (<i>printed</i>):	_____
Title:	_____

Copy: Engineer

Bid Tabulation Sheet For ITB-13-2025 - Town Creek

Contractor	SBW Constructors, LLC
Bid	\$22,347,775 – Base \$120,765- Additive Alternate #1 \$20,000- Deductive Alternate #1
Contractor's License Document	Yes
Iran Divestment Act and Non-Boycott of Israel	Yes
Statement of Compliance Certificate Illegal Immigrants	Yes
Non-Collusion Affidavit	Yes
Bidder Affidavit on Compliance with Drug-Free Workplace Act and Certificate	Yes
Certification Regarding Debarment and Suspension Primary Participant	Yes
Certification of Lower-Tier Participants Regarding Debarment and Suspension	Yes
Certification of Restrictions on Lobbying	Yes
Contractor's Certification of Eligibility	Yes
Reference Listing Form	Yes
Signature Sheet	Yes
Vendor Information Form	Yes
UEI #/ Sam.gov Registration	Yes
Bid Bond	Yes

Recommend Award to:

Amount of:

Bid Opened by: Megan Strobe/ Senior Purchasing Analyst

License Search and Verification

We are upgrading verify.tn.gov to Public Search. Please visit us here: <https://search.cloud.commerce.tn.gov/>

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith% Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the [Public Record Request form](#).

[<< Click Here To Go Back To The Search Page](#)

License Details

License Status	Active - Fully Licensed
License #	67157
License ID	67157
Expiration Date	Sep 30 2025
Original Date	Sep 24 2013
Profession Code	1801
Profession Name	Contractor
First Name	\
Middle Name	\
Last Name	SBW CONSTRUCTORS LLC
City	WHITE HOUSE
State	TN
Zip Code	37188
Rank	Contractor
License Activity Description	Active - Fully Licensed

Classification and Limit

CLASS	BC
CLASS	HC
CLASS	HRA
CLASS	MU
MONETARY LIMIT	UNLIMITED

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Cooperation Agreement Concerning Body Cameras

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Consider an interlocal cooperation agreement with the District Attorney and Public Defender offices concerning body cameras.

Staff Recommendation

Approve the agreement with the DA and PD concerning body cameras.

Background Information

MPD has implemented the use of body worn and in-car camera systems for police officers. The camera footage obtained requires additional resources to ensure that the video footage is properly evaluated and utilized for proper defense and prosecution of criminal cases. The City recognizes that the DA and PD will need to acquire additional personnel and equipment to manage the video footage and has agreed to share this cost.

Council Priorities Served

Maintain Public Safety

Collaboration between the Police, District Attorney and Public Defender offices help build a safer community.

Fiscal Impacts

The annual expense of \$175,000 is provided for in the City Court operating budget for FY25. Future expenses will be budgeted for accordingly.

Attachments:

Interlocal Cooperation Agreement Concerning Body Cameras Being Utilized by the Murfreesboro Police Department

**INTERLOCAL COOPERATION AGREEMENT
CONCERNING BODY CAMERAS BEING
UTILIZED BY THE MURFREESBORO POLICE DEPARTMENT**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into on _____ (“Effective Date”), by among, and for the benefit of the **DISRICT ATTORNEY’S OFFICE FOR THE 16TH JUDICAL DISCTRICT**, (hereinafter referred to as “DA”) , and the **PUBLIC DEFENDER’S OFFICE FOR THE 16TH JUDICIAL DISTRICT**, (hereinafter collectively referred to as "PD"), and the **CITY OF MURFREESBORO, TENNESSEE**, a municipal corporation of the State of Tennessee for the **MURFREESBORO POLICE DEPARTMENT**, (hereinafter collectively referred to as "City"), acting by and through the Murfreesboro City Council.

WITNESSETH:

WHEREAS, the Tennessee Interlocal Cooperation Act, T.C.A. § 12-9-101 et seq., authorizes local governmental units to enter into Interlocal agreements in accordance with the terms of that act with the goal of enabling local governments to make “the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”;

WHEREAS, the Murfreesboro Police Department has implemented the use of body worn cameras and in-car camera systems for police officers;

WHEREAS, the prosecution and defense of criminal cases where body camera and in-car camera footage has been obtained requires additional resources to ensure that such footage is properly evaluated and utilized;

WHEREAS, the Murfreesboro Police Department recognizes that the DA and PD will need to acquire additional resources, specifically personnel and equipment, to effectively manage video footage;

NOW THEREFORE, in consideration of the above-stated premises, the City, DA and PD hereby agree as follows:

TERMS AND CONDITIONS

A. RIGHTS AND DUTIES OF THE DA AND PD

1. Utilize funding provided by the City to obtain additional personnel and/or equipment to primarily assist with the workload that the utilization of body cameras by the City will place on the DA and PD.
2. The District Attorney General and the District Public Defender respectively shall make the hiring decision for personnel and shall be responsible for payment of salaries, wages, benefit, and/or other compensation.

B. RIGHTS AND DUTIES OF THE CITY

1. City shall be responsible for providing up to \$100,000 to the 16th Judicial District’s District Attorney’s Office to be used solely towards the cost of obtaining additional personnel

utilized primarily for the management of video footage as a result of the City's use of body camera and in-car camera systems.

2. City shall be responsible for providing up to \$75,000 to the 16th Judicial District's Public Defender's Office to be used solely towards the cost of obtaining additional personnel utilized primarily for the management of video footage as a result of the City's use of body camera and in-car camera systems.
3. The City shall provide funding as part of the annual budget submitted by the City Court with the understanding that such funding is contingent on Council approval.

C. GENERAL TERMS AND CONDITIONS

1. This Agreement is by and between three independent governmental agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, or association.
2. The employees of the City, DA, and PD are solely the officers, agents, or employees of the entity that hired them. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each Party's employees. Neither the City nor the DA or PD, shall be liable for compensation or indemnity to the other party's employee for injury to self and/or to third parties and/or sickness arising out of his or her employment.
3. The parties shall not assign any rights or duties under this Agreement to a third party without the written consent of both parties.
4. All parties acknowledge that as governmental entities, each party is covered by the Tennessee Governmental Tort Liability Act (GTLA), T.C.A. §§ 29-20-101 et seq. As to any injury suffered by the other party, each party accepts responsibility for the acts or omissions of its own employees, officials, and agents, whether or not those acts or omissions are the result of intentional, knowing, reckless, or negligent conduct, to the extent that any such act or omission injured the other party and to the full extent of the limits of liability set forth in the GTLA for governmental entities. Neither party nor their employees shall be considered to be agents of the other party. Notwithstanding the foregoing, nothing herein waives or limits sovereign immunity under Tennessee law, including, but not limited to, the GTLA.
5. This Agreement shall remain in effect for an initial term of two (2) years beginning on the date set forth above and shall automatically renew for additional one (1) year terms thereafter; provided, however, all parties shall have the right to terminate this Agreement in accordance with the requirements and subject to the conditions set forth herein.
6. Any party may terminate its participation under this Agreement in its discretion and/or for its convenience upon no less than thirty (30) days' prior written notice to the other parties. Any party shall have the right to terminate this Agreement in the event of a material breach by any other party. In the event of any actual or suspected material breach, the non-breaching party shall provide written notice of the breach, and the breaching party shall have thirty (30) days from the date of the notice to cure the breach. Should the breach not be cured within that period, the non-breaching party shall have the option of terminating this Agreement.
7. All parties agree to comply with any applicable federal, state, and local laws and regulations.
8. No waiver of any provision of this Agreement 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.

9. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying-off of any individual due to race, color, national origin, religion, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
10. City policy prohibits discrimination on the basis of race, color, national origin, religion, age, sex, disability, or any other class of persons recognized by federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. All parties certify and warrant that their performance under this Agreement will adhere at all times to and comply with these policies.
11. Any notices required by or relating to any part of this Agreement shall be considered delivered and the service thereof completed when said notice is posted by registered mail, electronic mail or when delivered in person to the Party or its authorized representative indicated below:

Notices to the City shall be sent or delivered to:

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

dgore@murfreesborotn.gov

Notices to the District Attorney General's Office for the 16th Judicial District:

Jennings H. Jones, District Attorney General
District Attorney General's Office
Sixteen Judicial District
320 West Main Street, Suite 100
Murfreesboro, TN 37130
Phone: (615) 898-8008
Fax: (615) 898-8039

Notices to the Public Defender's Office for the 16th Judicial District:

Gerald Melton, Public Defender
Public Defender's Office
Sixteen Judicial District
118 North Church Street
Murfreesboro, TN 37130
Phone (615)898-8020
Fax (615) 898-8061

12. The validity, construction, and effect of this Agreement and any extension thereof and/or modifications thereto shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Agreement shall be maintained in the courts of Rutherford County, Tennessee.

13. The parties hereto agree that this is the complete and entire Agreement between the parties, and this Agreement may not be amended except in writing signed by both parties.
14. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed from the rest of the Agreement and such decision shall have no effect on the validity of the remaining provisions of this Agreement.
15. This Agreement shall not be binding upon the Parties until it is approved by the Murfreesboro City Council and signed by the Mayor of the City of Murfreesboro, the District Attorney General for the 16th Judicial District, and the Public Defender for the 16th Judicial District. When it has been so signed, this Agreement shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed and entered into this agreement as of the Effective Date written above.

CITY OF MURFREESBORO, TENNESSEE

Shane McFarland, Mayor

**DISTRICT ATTORNEY GENERAL'S
OFFICE FOR THE 16TH JUDICIAL
DISTRICT**

Signed by:



67A160091E814B8...
Jennings Jones, District Attorney

**PUBLIC DEFENDER'S OFFICE FOR THE
16TH JUDICIAL DISTRICT**

Signed by:


05807D408C554F2...
Gerald Melton, Public Defender

APPROVED AS TO FORM:

Signed by:


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

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Amendment No. 3 to Purchasing Agreement with Axon

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Consider amendment No. 3 to Master Services and Purchasing Agreement with Axon Enterprise, Inc.

Staff Recommendation

Approve Amendment No. 3 to the contract with Axon for relocating in-car cameras.

Background Information

Council approved the 10-year contract with Axon for the purchase of body cameras and in-car cameras on September 2, 2022. MPD requires the relocation of 21 in-car cameras from decommissioned vehicles to new vehicles. AXON can provide this service and equipment via our current contract. This will include a replacement antenna and wiring harness for each vehicle for a cost of \$574, plus installation labor of \$1700, for a grand total of \$47,754.

Council Priorities Served

Maintain Public Safety

In-car and body worn cameras provide video evidence for the prosecution of criminal acts in addition to enhancing transparency through the documentation of interactions with members of our community.

Fiscal Impact

The one-time expense of \$47,754 is provided for in the department's FY25 operating budget.

Attachments

Amendment No. 3 to Master Service Agreement with Axon Enterprises

AMENDMENT # 3
TO
MASTER SERVICES AND PURCHASING AGREEMENT
BETWEEN
AXON ENTERPRISE, INC.
AND
CITY OF MURFREESBORO

WHEREAS, the City of Murfreesboro, a municipal corporation of the State of Tennessee (“City”) and Axon Enterprise, Inc., a Delaware corporation (“Contractor”), entered into a Master Services and Purchasing Agreement for the purchase and use of Axon Devices and Services on September 2, 2022; and

WHEREAS, the City and Contractor entered into Amendment #1 to the Master Services and Purchasing Agreement on April 1, 2023, and Amendment #2 on September 9, 2024; and

WHEREAS, the City desires to purchase additional equipment pursuant to this Contract as set forth in Quote Q-621058-45607.636TM issued November 11, 2024 (Attachment A to Amendment #3);

NOW THEREFORE, the Contract is amended by adding the purchase of additional equipment and services listed in Quote Q-621058-45607.636TM dated November 11, 2024, (Attachment A to Amendment #3) to the Contract at a price of \$47,754.00.

The City reserves the right to use the Master Services and Purchasing Agreement for future purchases during the term of the Agreement, such purchases to be approved by City Council.

In all other respects the Contract between the City of Murfreesboro and Axon Enterprises Inc., is affirmed with no additional changes or modifications. This amendment is hereby effective _____.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

AXON ENTERPRISES, INC.

Signed by:
By: Robert E. Driscoll, Jr.
55DAEBB131A#424...
Robert E. Driscoll, Jr.,
VP and Associate General Counsel

Approved, as to form:

Signed by:
Adam F. Tucker
43A2035E51F9401...
Adam F. Tucker, City Attorney

Attachment A to Amendment #3



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-621058-45607.636TM

Issued: 11/11/2024

Quote Expiration:

Estimated Contract Start Date: 12/01/2024

Account Number: 452352

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Murfreesboro Police Dept. - TN 1004 N Highland Ave Murfreesboro, TN 37130-2454 USA	Murfreesboro Police Dept. - TN PO Box 1139 Murfreesboro TN 37133-1139 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Mathews Phone: 901-859-8087 Email: tmathews@axon.com Fax:	Clayton Williams Phone: 629-201-5572 Email: 0417@murfreesborotn.gov Fax:

Quote Summary

Program Length	12 Months
TOTAL COST	\$47,754.00
ESTIMATED TOTAL W/ TAX	\$47,754.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$12,054.00	\$0.00	\$12,054.00
Dec 2024	\$35,700.00	\$0.00	\$35,700.00
Total	\$47,754.00	\$0.00	\$47,754.00

Quote Unbundled Price:	\$47,754.00
Quote List Price:	\$47,754.00
Quote Subtotal:	\$47,754.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	21			\$249.00	\$249.00	\$5,229.00	\$0.00	\$5,229.00
100150	AXON FLEET 3 - WIRING KIT REFRESH	21			\$325.00	\$325.00	\$6,825.00	\$0.00	\$6,825.00
A la Carte Services									
73393	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	21			\$1,700.00	\$1,700.00	\$35,700.00	\$0.00	\$35,700.00
Total							\$47,754.00	\$0.00	\$47,754.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100150	AXON FLEET 3 - WIRING KIT REFRESH	21	1	11/01/2024
A la Carte	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	21	1	11/01/2024

Services

Bundle	Item	Description	QTY
A la Carte	73393	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	21

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1004 N Highland Ave	Murfreesboro	TN	37130-2454	USA

Payment Details

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100150	AXON FLEET 3 - WIRING KIT REFRESH	21	\$6,825.00	\$0.00	\$6,825.00
Invoice Upon Fulfillment	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	21	\$5,229.00	\$0.00	\$5,229.00
Total				\$12,054.00	\$0.00	\$12,054.00

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73393	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	21	\$35,700.00	\$0.00	\$35,700.00
Total				\$35,700.00	\$0.00	\$35,700.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/11/2024



COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Purchase of New Liebherr Excavator

Department: Street Department

Presented by: Tracy Brown, Assistant Director

Requested Council Action:

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

Summary

Consider purchase of a New Liebherr Model R936C Excavator with RECO Equipment, Inc.

Staff Recommendation

Approve the purchase of a New Liebherr Model R936C Excavator with RECO Equipment, Inc.

Background Information

On August 20, 2024, the Purchasing Department issued an invitation to bid for a 38-42 ton reduced tail swing excavator. Three bids were received and RECO Equipment was the lowest bidder at \$299,900.

The new Excavator will allow the Storm Water division to handle significant volumes of earth quickly, reducing the time required for excavation. This efficiency can lead to faster project completion and lower labor costs. Large excavators have the necessary reach and digging depth to handle deep excavations required for storm drains, ensuring that the work is done accurately and safely.

Council Priorities Served

Responsible budgeting

Performing excavation work with skilled city staff saves taxpayers money by avoiding hiring private sector contractors to perform the work.

Fiscal Impacts

This expense, or \$299,900, is a budgeted item and will be paid from the FY25 Stormwater Fund.

Attachments:

1. Contract with RECO Equipment

Agreement for 38-42 Ton Reduced Tail Swing Excavator

This Agreement is entered into and effective as of _____, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **RECO Equipment, Inc.**, a corporation of the State of Ohio ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-10-2025 – 38-42 Ton Reduced Tail Swing Excavator, issued October 1, 2024 (the "Solicitation");
- Contractor's Proposal, dated October 14, 2024 ("Contractor's Proposal");
- Contractor's Price Proposal, dated October 14, 2024 (the "Price Proposal"); and,
- 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 Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and Price Proposal and the specifications set forth in "ITB-10-2025 – 38-42 Ton Reduced Tail Swing Excavator."

2. Term.

The term of this Agreement commences on the Effective Date and expires in one year, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein. Contractor's services may be terminated in whole or in part:

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

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Price Proposal which reflects a total **purchase price of \$299,900.00**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. All items must be available to be picked up by the Street Department within 120 days from issuance of purchase order. Forty-eight (48) hours advance notice should be given prior to pick up availability. Pickup Contact: Tracy Brown (email: tbrown@murfreesborotn.gov, phone: 615-893-4380).
- c. Should the Contractor fail to make the equipment available 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. 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 items(s) received which fail to meet the specifications as stated in the ITB.
- e. All purchases 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. Contractor shall provide all warranties as described in the ITB and Bid Proposal.

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. 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 additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

7. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or

intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. 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.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130	If to Contractor: RECO Equipment, Inc. Attn: Chad Parker and/or Charlie Dixon 1615 JP Hennesy Drive LaVergne, TN 37086 chadp@recoequip.com cdixon@recoeqiop.com
--	--

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national

origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

20. **Severability.** Should any provision of this 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.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
23. **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

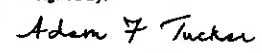
IN WITNESS WHEREOF, the parties enter into this agreement as of the "Effective Date" first listed above.

CITY OF MURFREESBORO, TENNESSEE

RECO Equipment Inc.

By: _____
Shane McFarland, Mayor

Signed by:
By: 
Chad Parker, Government Sales Specialist

Approved as to form:
Signed by:

Adam F. Tucker, City Attorney

2. Specifications

The purpose of this Invitation to Bid (ITB) is to purchase one (1) 38–42-ton Reduced Tail Swing Excavator based on specifications provided. Pickup is required within 120 calendar days from issuance of the purchase order. The Vendor must complete the specification sheet and Bid Form to supply and deliver the equipment and accessories using the specifications listed in Section 2.2.

2.2 Specifications

Standard Equipment	Yes	No
Mechanical		
<ul style="list-style-type: none"> Minimum 240 HP Engine 	255 HP ✓	
<ul style="list-style-type: none"> Engine block heater 	✓	
Exterior		
<ul style="list-style-type: none"> Boom reach minimum 20'2 	20'4" ✓	
<ul style="list-style-type: none"> Arm minimum 10' 	10'6" ✓	
<ul style="list-style-type: none"> Linkage with lifting eye 	✓	
<ul style="list-style-type: none"> Track minimum 31' TG 	✓	
<ul style="list-style-type: none"> Lights cab and boom 	✓	
<ul style="list-style-type: none"> Windshield Wipers 	✓	
<ul style="list-style-type: none"> 48" Bucket HD 	✓	
<ul style="list-style-type: none"> Hyd. Quick coupler 	✓	
<ul style="list-style-type: none"> Main pin hyd. Thumb and install 	✓	
<ul style="list-style-type: none"> Cab mirror 	✓	
<ul style="list-style-type: none"> Lines quick coupler, reach boom 	✓	
Interior		
<ul style="list-style-type: none"> Air Conditioning 	✓	
<ul style="list-style-type: none"> Cup Holder 	✓	
<ul style="list-style-type: none"> Straight travel pedal 	✓	
<ul style="list-style-type: none"> Front and rear sunscreens 	✓	
<ul style="list-style-type: none"> Radio 	✓	
<ul style="list-style-type: none"> Seat-air suspension with seat belt 	✓	
<ul style="list-style-type: none"> Joy sticks 	✓	
<ul style="list-style-type: none"> Control pattern change 	✓	
Safety-Mechanical		
<ul style="list-style-type: none"> Two speed travel 	✓	
Safety- Exterior		
<ul style="list-style-type: none"> Camera side and rear or 360 (preferred) 	✓	
Warranty		
<ul style="list-style-type: none"> 5 yr. 5000-hr powertrain and hydraulic warranty 	✓	
<ul style="list-style-type: none"> City Responsible for pickup of machine at local dealer within 50 miles 	✓	

PURCHASING DEPARTMENT BID FORM				
NAME OF BID: ITB-10-2025 38-42 Ton Reduced Tail Swing Excavator			Name of Bidder: RECO Equipment, Inc. Date: 10/14/2024	
INSTRUCTIONS: All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, freight, and any other standard equipment necessary to provide this service. The City is not subject to sales tax. PROVIDE WITH YOUR BID RESPONSE THE NAMES OF ANY SUBCONTRACTORS THAT WILL BE USED TO PERFORM SERVICES FOR THIS BID.				
Line Item	Qty	Description	Unit Price	Total Price
1	1	38-42 Ton Reduced Tail Swing Excavator per Specifications	\$ 299,900.00	\$ 299,900.00
		Total Bid		\$ 299,900.00

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Old Fort Parkway Technical Report Amendment No. 2

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

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

Summary

Consider amendment No. 2 to Old Fort Parkway Technical Report Contract with Kimley-Horn.

Staff Recommendation

Approve Contract Amendment No. 2.

Background Information

On December 1st, 2023, Council approved a contract with Kimley-Horn and Associates, Inc. to complete a technical report for the proposed widening of Old Fort Pkwy. TDOT's requirements for the report have been in a transition phase and therefore additional funds are requested. The additional information TDOT has requested are two additional analysis scenarios, including future build and no-build conditions as it pertains to intersection improvements. To complete the requested additional services, an additional \$13,200 is needed, which brings the overall contract total to \$142,600.

Council Priorities Served

Expand infrastructure

Improvements to this roadway will increase capacity and help traffic flow to alleviate congestion in this highly traveled area.

Fiscal Impact

This expenditure, \$142,600, is funded from Council's allocation to MTE Proceeds prior to transfer to the Community Investment Trust.

Attachments

1. Amendment No. 2
2. Amendment No. 1
3. Original Contract
4. Site Map

**AMENDMENT NUMBER 02 TO THE AGREEMENT BETWEEN
THE CITY OF MURFREESBORO, TENNESSEE
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 02 dated October 22, 2024 to the agreement between The City of Murfreesboro ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated December 2, 2022, ("the Agreement") concerning Old Fort Parkway Technical Report (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Additional Services:

Via coordination with the Tennessee Department of Transportation (TDOT), two (2) additional analysis scenarios were requested: (1) Future No-Build Conditions, and (2) Future Build Conditions considering the widening to six (6) lanes only (no other intersection enhancements or access management strategies being considered). These two (2) additional analysis scenarios will be analyzed and compiled within the Concept Report format provided by TDOT.

Adjusted Schedule:

Once given notice to proceed via execution of this Amendment, Kimley-Horn will complete the project based up a mutually agreed upon schedule.

Additional Compensation:

The current contracted budget for the project is \$129,400. To complete the requested additional services an additional \$13,200 is needed, which brings the overall contract total to \$142,600.

CLIENT:

CONSULTANT:

CITY OF MURFREESBORO, TENNESSEE

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: 

Printed Name: _____

Printed Name: Christopher D. Rhodes

Title: _____

Title: Senior Vice President

Date: _____

Date: October 22, 2024

APPROVED AS TO FORM

Signed by:



40A2005E51F0401...

Adam F. Tucker, City Attorney

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN
THE CITY OF MURFREESBORO, TENNESSEE
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

This is Amendment number 01 dated February 16, 2023 to the agreement between The City of Murfreesboro ("OWNER") and Kimley-Horn and Associates, Inc. ("ENGINEER") dated December 2, 2022, ("the Agreement") concerning Old Fort Parkway Technical Report (the "Project").

WHEREAS, ENGINEER has entered into the Agreement with OWNER for the furnishing of professional services related to the Project;

WHEREAS, the Agreement provides for lump-sum payments to the ENGINEER for Basic Services and invoiced compensation for Additional Services;

WHEREAS, the parties now desire to amend the Agreement to provide for compensation for both Basic and Additional Services to be invoiced and paid based on an hourly rate schedule; and

WHEREAS, Section 8.2 of the Agreement provides for amendments to the Agreement to be in a duly executed written instrument.

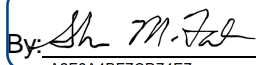
NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Exhibit A, Further Description of Basic Engineering Services and Related Matters, is amended by deleting the section labeled "Fee and Billing" and replacing said section with the provisions attached hereto as Exhibit A-1.
2. The rates provided in Exhibit A-1 shall be invoiced and paid pursuant to Section 5 of the Agreement.
3. The contract ceiling shall remain the same at \$129,400. Hourly rates will be billed according to the attached rate schedule referenced as Exhibit A.
4. All other terms and conditions of the Agreement shall remain the same.

OWNER:

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:

By: 

A2F6A4BF7CD74E7

Printed Name: Mayor Shane McFarland

Title: Mayor

Date: 3/3/2023

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

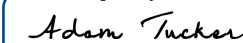
By: 

Printed Name: Christopher D. Rhodes

Title: Vice President

Date: February 16, 2023

APPROVED TO AS FORM

By: 

Adam F. Tucker, City Attorney

EXHIBIT A-1

KIMLEY-HORN AND ASSOCIATES, INC.

HOURLY RATE SCHEDULE
(Effective through June 30, 2023)

Classification	Rate
Analyst	\$130 - \$175
Professional	\$170 - \$225
Senior Professional I	\$220 - \$300
Senior Professional II	\$290 - \$320
Support Staff	\$100 - \$125
Senior Technical Support	\$140 - \$230
Technical Support	\$120 - \$155

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of December 2, 2022, between the CITY OF MURFREESBORO, TENNESSEE, (OWNER) and KIMLEY-HORN AND ASSOCIATES, INC. (ENGINEER).

OWNER intends to secure professional services to perform transportation planning services for the Old Fort Parkway Technical Report (hereinafter called the Project.)

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1
BASIC SERVICES OF ENGINEER**

1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, ~~mechanical~~ and electrical engineering services ~~and customary architectural services~~ incidental hereto.

The Specific Scope of Services for the Project are detailed in Exhibit A.

**SECTION 2
ADDITIONAL SERVICES OF ENGINEER**

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, ~~mechanical~~ and electrical engineering ~~and customary architectural~~ design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

~~2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.~~

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for

design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs and 1.4.2).

2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2 Required Additional Services (See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.

2.2.2 Services in making revision to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or

indirect result of material, equipment, or energy shortages.

2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

3.1 The City Engineer shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2 The OWNER has provided the information deemed necessary for the ENGINEER to carry out the services scoped in EXHIBIT A.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2 appropriate professional interpretations of all the foregoing;

3.4.3 environmental assessment and impact statements;

~~3.4.4 property, boundary, easement, right-of-way, topographic, and utility surveys;~~

~~3.4.5 property descriptions;~~

3.4.6 zoning, deed, and other land use restrictions; and

3.4.7 other special data or consultations not covered in Section 2;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.

3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.

3.16 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial

operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 The services called for in the Tasks will be completed within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," after written authorization to proceed with the phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

SECTION 5 PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expense of ENGINEER

5.1.1 For Basic Planning and Study Report Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters".

5.1.1A For Basic Design Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters".

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rates provided in paragraph 8.4.

5.1.2.2 Professional Associates and Consultants. For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to

ENGINEER therefor times a factor of 1.00. (See Section 8.4.)

5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,920.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. ~~When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:~~

~~5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.~~

~~5.1.4.2 For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.~~

~~5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.~~

~~Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or~~

~~other amounts withheld from payments to Contractor(s).~~

5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. ~~The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing.~~ OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1 percent per month from said thirtieth day; and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the Basis of Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses.

5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that

comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

5.4 Definitions

5.4.1 Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including but not limited to engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including but not limited to social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are defined in Section 8.4.

5.4.1.1 The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

~~5.4.1.2 The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 35 percent of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.~~

5.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. See Sections 8.3, 8.5, and 8.6.

SECTION 6 (RESERVED)

SECTION 7 GENERAL CONSIDERATION

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents may be suitable for reuse by OWNER or others on extensions of the Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall, to the extent currently permitted under state law, indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and

omissions insurance for four years from execution of agreement. ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement comprehensive general liability insurance at \$1,000,000 per occurrence and comprehensive automobile liability insurance at \$1,000,000 per occurrence.

7.4 Controlling Law

This Agreement is to be governed by the laws of Tennessee.

7.5 Successors and Assigns

7.5.1 OWNER and ENGINEER each is hereby bound; and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Dispute Resolution If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them

arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

SECTION 8
EXHIBITS AND SPECIAL PROVISIONS

8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement

8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of 18 pages.

8.1.2 Exhibit B, "Dispute Resolution," consisting of one page.

8.2 This Agreement (consisting of pages 1 through 11 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.

8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.

~~8.4 Notwithstanding any provision to the contrary, the maximum billing rates shall be as follows:~~

Principal	\$280/hour
Senior Professional	\$260/hour
Professional	\$195/hour
Production Team Member	\$155/hour
Clerical Staff	\$110/hour

~~These hourly rates shall be valid for a period of at least twelve (12) months. Increases in the hourly rates~~

~~may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.~~

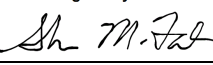
8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.

8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

CITY OF MURFREESBORO


DocuSigned by:
By: 
A2F6A4BF7CD74E7...

Title: Mayor

Address for giving notice:
Engineering Department
City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130

ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
(Christopher D. Rhodes, P.E.)

Title: Vice President

Address for giving notice:
Kimley-Horn and Associates, Inc.
10 Lea Avenue, Suite 400
Nashville, Tennessee 37210
Phone: 615-564-2701

APPROVED AS TO FORM:

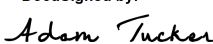
DocuSigned by:

43A2035E51F9401
City Attorney, Adam Tucker

EXHIBIT A**FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES
AND RELATED MATTERS**

This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on December 2, 2022, between the City of Murfreesboro, Tennessee, (OWNER or City) and Kimley-Horn and Associates, Inc. (ENGINEER or Kimley-Horn), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

This exhibit details transportation planning services for the Old Fort Parkway (State Route 96) Technical Report. A detailed description of the ENGINEER's Scope of Services, Schedule, and Fee are as follows:

Based on the information provided, we understand that the City of Murfreesboro wishes to study the Old Fort Parkway corridor to address congestion and accessibility issues with potential multimodal improvements (additional vehicle capacity, pedestrian / bicycle / transit enhancements, and potential safety improvements) from the Interstate 24 Interchange to the single point urban interchange (SPUI) with Broad Street (US Route 41) covering approximately 2.2 miles. The corridor consists of the following existing intersections:

- 1) Old Fort Parkway at Interstate 24 Westbound Ramps (signalized)
- 2) Old Fort Parkway at Interstate 24 Eastbound Ramps (signalized)
- 3) Old Fort Parkway at North Thompson Lane / Chaffin Place (signalized)
- 4) Old Fort Parkway at Mall Circle Drive / Market Place (signalized)
- 5) Old Fort Parkway at Mall Circle Drive / Bridge Avenue (signalized)
- 6) Old Fort Parkway at Stones River Mall Boulevard (signalized)
- 7) Old Fort Parkway at Old Fort Parkway Frontage Road (unsignalized median opening)
- 8) Old Fort Parkway at New Salem Road / Golf Lane (signalized)
- 9) Old Fort Parkway at Ordway Street / North Kings Highway (unsignalized two-way stop control)

The eastern terminus of the study area will be positioned prior to Old Fort Parkway overpassing Broad Street, which is located at the eastbound off-ramp and westbound on-ramps of Old Fort Parkway to / from Broad Street. No improvements will be proposed for the Old Fort Parkway / Broad Street SPUI.

The Technical Report will be studied and prepared in a manner that consistent with the Tennessee Department of Transportation's (TDOT) Strategic Transportation Investment Division's Technical Report format and procedures.

Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of a kick-off meeting with City of Murfreesboro staff, project status and

review meetings, preparing and distributing reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1 – Kick-off Meeting

Kimley-Horn will coordinate and facilitate a kick-off meeting with City of Murfreesboro staff after the official notice-to-proceed (NTP) has been received. The purpose of this meeting will be to introduce the participants to the project, review project scope, discuss key issues, and identify other issues so they can be resolved early in the process. Along with City staff, project stakeholders (i.e., TDOT, etc.) can be invited to participate in the kick-off meeting, project meetings, and/or conference calls as deemed appropriate by City staff.

Task 1.2 – Project Status Meetings

Kimley-Horn will coordinate and facilitate periodic project meetings on a monthly basis. These meeting will be scheduled virtually via Microsoft Teams and/or in-person – with each meeting venue being determined via coordination with City staff. Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and City of Murfreesboro staff. Up to six (6) project status meetings have been budgeted for this sub-task, with the kick-off meeting being budgeted as one of these meetings.

Task 1 Kimley-Horn Deliverables: Meeting Agendas, Meeting Minutes, Action Items (electronic PDF format)
Invoices on a Monthly Basis (electronic PDF format)

Task 2 – Data Collection Services

This task will encompass the collection of base mapping necessary for the development of the Technical Report and the necessary traffic data collection services for the project. Furthermore, it will consist of field visits to determine and verify field geometry and existing ITS / traffic signal system equipment along the corridor.

Task 2.1 – Assemble Base Mapping

This sub-task includes the initial coordination with TDOT and the City to acquire the base mapping for the project. We will request existing ground data provided by TDOT consisting of a Digital Terrain Model (DTM), Digital Elevation Model (DEM), and/or post processed Light Detection and Ranging (LiDAR) data. In parallel we will also request the City's Geographic Information System (GIS) files for the project limits. Utilizing one or both of these sets of digital data, we will prepare base mapping suitable for project use. Kimley-Horn will assemble the base mapping to use as the conceptual design plan sheets. This consists of the following: incorporating additional mapping, cutting and arranging the base mapping onto plan sheets, creating match lines (if deemed necessary), labeling route numbers / adjacent roadways within the base map limits, developing title blocks, and development of a station line for the corridor (if deemed necessary).

Task 2.2 – Field Inventories and Observation

Field inventories / observations will be performed by Kimley-Horn along the corridor to confirm roadway geometry, ITS / signal infrastructure, and any multimodal features related to pedestrian, bicycle, and/or transit modes. We will build off existing field inventories performed at each signalized intersection as part of the TDOT I-24 Smart Corridor project for this sub-task. Additional photographs will also be taken, as deemed appropriate, along the corridor to supplement earlier data collection efforts.

Task 2.3 – Traffic and Crash Data Collection

City staff, via existing fisheye video detection technology that exists at each signalized intersection will provide weekday turning movement counts (TMC) from 6:00 AM – 8:00 PM. Kimley-Horn staff, via a data collection sub-consultant we frequently utilize, will perform TMC's at the two unsignalized intersections (intersections 7 and 9) for the same time periods. Directional Average Annual Daily Traffic (AADT) tube counts will also be acquired along the corridor from TDOT.

Kimley-Horn will also acquire exiting crash data along the corridor, available from TDOT over a three (3) year period. Utilizing this data, Kimley-Horn will prepare a three (3)-year period crash analysis for the project corridor along with crash diagrams and crash summary tables along the corridor consistent with TDOT Technical Report guidelines. Utilizing the results of the crash analysis, Kimley-Horn will identify potential safety deficiencies along the corridor for discussion during Task 3 efforts below.

Task 2.4 – Coordinate with Adjoining Projects

Kimley-Horn will coordinate with City and TDOT staff to identify and understand any adjacent planned or underway projects. We will acquire existing data (studies, conceptual designs, construction plans, etc.) for adjoining projects in an effort to demonstrate connectivity / continuity with potential adjoining projects.

Task 2 Kimley-Horn Deliverables: Turning Movement Counts – two (2) locations (electronic PDF format)

*Task 2 City Deliverables: GIS Base Mapping
Turning Movement Counts (seven (7) locations)
Information regarding potential adjoining projects*

Task 3 – Field Review

An on-site field review will be facilitated by Kimley-Horn staff with the following agencies:

- City of Murfreesboro Transportation Department
- City of Murfreesboro Engineering Department
- City of Murfreesboro Planning Department
- City of Murfreesboro Transit (Rover)
- WeGo Public Transit
- Nashville Area Metropolitan Planning Organization (MPO)
- TDOT Region 3 Project Development Office

- TDOT Region 3 Traffic Office
- TDOT Region 3 Design
- TDOT Traffic Operations Division
- TDOT Environmental Division
- TDOT Strategic Transportation Investments Division (STID)
- TDOT Long Range Planning Division
- TDOT Multimodal Division

Kimley-Horn will provide the front-end coordination, facilitation during, and documentation afterward of this field review meeting. The scope of the project, design considerations, and preliminary purpose and need will be discussed and determined amongst the Field Review team members. Prior to the Field Review, Kimley-Horn will develop the following items as part of a field review packet to be shared with the attendees beforehand:

- Project map and summary of project to be delivered
- Technical Report schedule
- Existing route information (functional classification, typical section, speed limit, geometric conditions)
- Pertinent traffic information (AADT, TMC)
- Corridor crash diagrams and crash summary tables

Task 3 Kimley-Horn Deliverables: Field Review Packet (electronic PDF format)

Task 4 – Evaluate Existing Conditions

Task 4 efforts will consist of compiling and validating the data collected in Task 2 and discussed during the Task 3 Field Review and preparing an operational analysis for the corridor with the goal of addressing three (3) primary objectives:

- Increased roadway capacity in both directions along Old Fort Parkway (i.e., studying the feasibility of widening from a four (4)-lane divided facility to a six (6)-lane divided facility and associated improvements,
- Identifying ways to enhance multimodal operations and access along the corridor consisting of pedestrian, bicycle, and transit modes, and
- Identifying and attempting to mitigate high crash locations along the corridor with the improvements recommended in this study.

Task 4.1 – Data Compilation / Validation

Prior to developing new coordination timings, it is important to understand and validate the existing conditions. Using the data collected in the field and knowledge of the conditions observed during the field observations / Field Review (Tasks 3 and 4), a network will be developed by Kimley-Horn for each peak using *Synchro*. Existing geometry and traffic volumes along with existing signal timings / settings

provided by City staff will be modeled in *Synchro*. The *Synchro* model will be developed using aerial photography as the background.

Task 4.2 – Operational Analysis

Once the field data has been collected and compiled, Kimley-Horn will perform an operational analysis along the corridor for the weekday AM and PM peak hours. Capacity analyses consistent with the *Highway Capacity Manual* will be performed to document existing conditions and recommended improvements along the corridor. Recommended improvements will be identified based upon the following inputs: (a) crash analysis from Task 2, (b) Field Review input from Task 3, (c) capacity deficiencies identified in this sub-task, and (d) multimodal deficiencies to be identified during this sub-task.

During this task, Kimley-Horn will project future weekday traffic conditions (AADT and TMC) along the corridor for future years associated with a five (5) and 25-year horizon (2027 and 2047) Build and No-Build scenarios, which is consistent with our most recent Technical Reports we have prepared for TDOT.

Task 5 – Conceptual Design Services

Building off the findings and recommendations in Task 4, Kimley-Horn will prepare a conceptual design along the corridor addressing the following items:

- Horizontal alignment
- Vertical alignment (incorporating any sight distance needs associated with any unsignalized intersections)
- Side street impacts
- Potential Right-of-Way (ROW) and/or easement impacts
- Structure needs (bridge, retaining wall, box culvert, etc.)
- Signal system / Intelligent Transportation System (ITS) enhancements and/or modifications
- Multimodal enhancements (pedestrian [sidewalks, signalized pedestrian crossings], bicycle facility needs, and transit operations [bus stops, shelters, exclusive lanes])
- Environmental concerns and mitigation techniques

During this task, Kimley-Horn will also identify and document any environmentally sensitive locations where design adjustments may be necessary.

The conceptual design will be presented in a conceptual plan set that consists of:

- Title sheet
- Typical sections
- 200-scale plan view conceptual layout figures consisting of:
 - Existing parcel data
 - Estimated proposed ROW and slope lines
 - Environmental features (wetlands, streams, churches, parks, schools, etc.)



- Roadway centerline
- Pavement markings
- Structures (guardrail, retaining walls, bridges, box culverts)
- Slope adjustments
- Locations where design exceptions are recommended

Additionally, Environmental Technical Study Areas (ETSA) figures will be developed once the concept is accepted.

Task 6 – Engineer’s Opinion of Probable Cost

Kimley-Horn will prepare a detailed engineer's opinion of the probable cost (i.e., cost estimate) of the recommended improvements along the corridor consistent with TDOT Technical Report standards via the TDOT Cost Estimate Tool.

Task 7 – Technical Report Preparation

Kimley-Horn will prepare the draft Technical Report based upon templates utilized by TDOT. The report will consist of the following items:

- Cover sheet
- Executive summary
 - Purpose of the report
 - Overview of adjoining projects
 - Description of existing conditions
 - Existing and horizon traffic
- Table of contents
- Introduction
 - Report goals
 - Project initiation
- Study area, vicinity, existing roadway network maps, Flood Insurance Rate Maps (FIRM Maps)
- Preliminary purpose and need
- Description of existing conditions
 - Existing lane and shoulder widths
 - Functional classification
 - Speed limit
 - Pavement condition
 - Description of existing geometrics
- Demographics
 - Census data, county/city growth rate
- Existing land use and zoning
- Preliminary environmental constraints
 - Parks, schools, churches, wetlands, institutions etc.
- Existing utility infrastructure



- Additional traffic engineering analyses
- Additional signal system design outside of the scope referenced
- Attendance at review meetings and / or public hearings
- Others as requested by the City

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- TMC data for seven (7) of the corridor signals
- As-built traffic signal plans or file drawings (if available)
- Existing signal timing parameters (coordination, time-of-day / day-of-week, and local controller settings data)
- Information regarding adjoining projects

SCHEDULE

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 7 for a total lump sum fee (inclusive of labor and expenses) summarized below.

<i>Task 1 – Project Coordination Services</i>	<i>\$12,600</i>
<i>Task 2 – Data Collection Services</i>	<i>\$19,700</i>
<i>Task 3 – Field Review</i>	<i>\$8,400</i>
<i>Task 4 – Evaluate Existing Conditions</i>	<i>\$32,200</i>
<i>Task 5 – Conceptual Design Services</i>	<i>\$35,600</i>
<i>Task 6 – Engineer's Opinion of Probable Cost</i>	<i>\$3,800</i>
<i>Task 7 – Technical Report Preparation</i>	<i>\$17,100</i>

Total Lump Sum Fee:	\$129,400
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Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.



OLD FORT PARKWAY TECHNICAL REPORT

**EXHIBIT A
MURFREESBORO, TENNESSEE**

Kimley-Horn will perform the services described in Task 8 (Additional Services) of the Scope of Services on a labor fee plus expense basis or an agreed upon lump sum value. Effort associated with Task 8 will not be performed without authorization from the City of Murfreesboro.

EXHIBIT B

DISPUTE RESOLUTION

- 7.6.1 In the event a dispute arises between OWNER and ENGINEER relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.
- 7.6.2 OWNER and ENGINEER will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.
- 7.6.3 If negotiations are not successful, OWNER and ENGINEER will submit their dispute to a mutually acceptable mediator for nonbinding mediation.
- 7.6.4 If mediation is not successful, OWNER and ENGINEER will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction.
- 7.6.5 If a dispute is resolved through the procedure of paragraph 7.6.4, the prevailing party shall be entitled to recover from the other all court costs.
- 7.6.6 If the complete resolution of a dispute requires the joiner of a third party that does not agree to follow the procedure set out in paragraph 7.6, such dispute shall not be resolved between OWNER and ENGINEER in accordance with said paragraph. However, this paragraph 7.6.6 shall have no application unless formal written notice of objection is given by the party wishing to utilize this subsection to avoid the procedure set forth in paragraph 7.6 within 30 days of formal notice of the dispute invoking paragraph 7.6.



COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: 1st Extension to the Annual Pavement Marking Contract with Pope Striping Corp. and Volunteer Paving, LLC

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

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

Summary

Consider 1st Extension to Annual Pavement Marking Contract with Pope Striping Corp. and Volunteer Paving, LLC.

Staff Recommendation

Approve extensions for both contracts.

Background Information

On February 15th, 2024, Council approved the award of the Annual Pavement Marking Contract to both Pope Striping Corp. and Volunteer Paving, LLC. The contracts are renewable for up to four one-year option periods after the original award, if agreed upon by both parties. Letters are attached from Pope Striping Corp. and Volunteer Paving, LLC requesting the contracts to be extended for an additional year.

These contracts also include an escalator clause tied to the Consumer Price Index for all Urban Consumers (CPI-U). This clause would increase the unit rates by 2.6% for this upcoming renewal year.

Council Priorities Served

Responsible budgeting

Maintenance of City infrastructure protects the City's investment in critical assets of the City.

Fiscal Impact

The primary funding source for the City Pavement Marking Contract is from State Street Aid, which is the local share of the State's gasoline tax and is budgeted at \$350,000 for FY25.

Attachments

1. 1st Extension for Volunteer Paving
2. Letter from Volunteer Paving, LLC requesting contract extension

3. Original Contract for Volunteer Paving, LLC
4. 1st Extension for Pope Striping Corp.
5. Letter from Pope Striping Corp. requesting contract extension
6. Original Contract for Pope Striping Corp.

**FIRST EXTENSION
TO THE CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND VOLUNTEER PAVING, LLC
FOR PAVEMENT MARKING**

This First Extension ("First Extension") to the Contract entered February 20, 2024, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Volunteer Paving, LLC, a Limited Liability Company of the State of Tennessee, ("Contractor") is effective as of the date of executed listed below.

RECITALS

WHEREAS, on February 20, 2024, the City entered into a contract with Contractor for pavement marking services set forth in ITB-26-2024-Pavement Marking issued on December 5, 2023; and,

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Section 2 of the current Contract for an additional year; and

WHEREAS, pursuant to Section 3.c of the Contract, the unit prices shall be increased by a percentage equal to the increase in CPI-U for the prior term, subject to Council approval, which amount is 2.6% according to the U.S. Bureau of Labor Statistics;

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract, from January 1, 2025, until January 1, 2026.
2. To increase the unit prices as listed in Contractor's Price Proposal by 2.6% pursuant to Section 3.c of the Contract.
3. To incorporate, by reference, Contractor's renewal letter dated October 22, 2024, as Exhibit 1 to this First Extension.
4. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of _____, 2024.

CITY OF MURFREESBORO

Volunteer Paving, LLC

By: _____
Shane McFarland, Mayor

By: _____
Cory Dobbs, Vice President

Approved as to form:

Adam F. Tucker, City Attorney



P. O. Box 682423, Franklin, Tennessee 37068 P 931 364 6900 F 931 364 4115 volunteerpaving.com

October 22, 2024

City of Murfreesboro
Attn: Shane McFarland, Mayor
111 W. Vine Street
Murfreesboro, TN 37130

Ref: ITB-26-2024-Pavement Marking – Contract Time Extension

Dear Mr. McFarland,

Volunteer Paving respectfully requests for the 2024 contract on the Pavement Marking be extended from January 1, 2025, to December 31, 2025. Volunteer Paving will honor all prices on the existing contract as adjusted by section 3.c of the agreement for the duration of this extension period if approved.

If you have any questions, please feel free to contact us at any time.

Sincerely,

Joseph Scobey

Estimating Manager

Volunteer Paving, LLC

Agreement for Pavement Marking

This Agreement is entered into and effective as of February 20, 2024 (Effective Date”) by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Volunteer Paving LLC**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-26-2024-Pavement Marking, issued December 5, 2023 (the "Solicitation");
- Contractor's Proposal, dated December 21, 2023 ("Contractor's Proposal");
- Contractor's Price Proposal, dated December 21, 2023 (the "Price Proposal") herein provided as Exhibit A; and,
- 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 Solicitation; and
- Lastly, Contractor's Proposal (Exhibit A).

1. Duties and Responsibilities of Contractor.

Provide the Retro Reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends based on "ITB-26-2024 – Pavement Marking" listed under "Bid Specifications" of the ITB.

2. Term.

The term of this Agreement commences on the Effective Date listed above and expires on January 1, 2025, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. This Agreement may be renewed for up to four (4) additional one (1) year option periods in any combination, provided the entire contract does not exceed five (5) years. Renewal options shall be exercised by mutual written agreement. Contractor's services may be terminated in whole or in part:

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

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Compensation; Unit Pricing; Method of Payment.

- a. The City shall pay the Contractor for each item of work in accordance with the Price Proposal list submitted with the bid Proposal, which Price Proposal list is incorporated by this reference into this Agreement as Exhibit A. The City shall pay the Contractor for the performance of this Agreement in current funds, subject to additions and deductions as may be provided in this Agreement.
- b. For the purpose of this Agreement, the value of this Agreement is based upon the "Unit Cost" listed in the Price Proposal. The unit costs and estimated quantities provided in the Solicitation provide an extended **TOTAL VALUE OF SIX HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$654,950.00)**. Estimated quantities and total prices provided in the Solicitation and/or Price Proposal are estimates used for information only. In the event of a conflict between a unit price and extended price, the unit price shall control. This Agreement (including, without limitation, the Solicitation and Price Proposal) does not guarantee either a minimum or maximum amount of work to the Contractor. Work shall be requested on a work order/purchase order/invoice basis, up to the total amount budgeted by the City for such work, including any amendments thereto.
- c. The unit prices in the Price Proposal shall be firm during the initial one (1) year term of this Agreement. Beginning the first anniversary after the Effective Date for any renewal to this Agreement, the unit prices set forth in this Agreement shall be increased effective as of that anniversary and each anniversary thereafter by an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items (index base period 1982-84=100), published by the United States Bureau of Labor Statistics, based on the most recently released CPI-U as of the date of renewal. This increase shall be subject to City Council approval.
- d. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. Work will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work, determined that it fully complies with specifications. Any work rejected shall be repaired/replaced at Contractor's expense. Markings shall meet performance and durability requirements described in the specifications that shall begin with the date the portion of the roadway containing those markings becomes operational. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall not be made until after the performance is complete. City will process payment applications within 30 days of acceptance of work. Invoices must bear the purchase order number. All invoices must be submitted to:
accountspayable@murfreesborotn.gov with a copy to the Contact person.

- 4. Work Product.** Except as otherwise provided herein, all data, documents and materials produced 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.

5. **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, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this 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:
 - a. Procure for the City the right to continue using the products or services.
 - b. 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.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:
Cory Dobbs, Vice President
Volunteer Paving, LLC
P.O. Box 682423
Franklin, TN 37068
Cdobbs@volunteerpaving.com

8. **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.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto 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.
11. **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.
12. **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.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or

statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 14. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- 15. 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.
- 16. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 17. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic, epidemic or other cause of similar or dissimilar nature beyond its control.
- 18. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 19. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 20. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

21. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
22. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:

By: 

Shane McFarland, Mayor

VOLUNTEER PAVING, LLC

DocuSigned by:

By: 

Cory Dobbs, Vice President

APPROVED AS TO FORM:

DocuSigned by:



Adam F. Tucker, City Attorney

EXHIBIT A

Volunteer Paving - 2024

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost	Total
1	716-02.01 - Plastic Pavement Marking (4-inch Line)	10	LM	\$5,225.00	\$52,250.00
2	716-02.02 - Plastic Pavement Marking (8-inch Barrier Line)	500	LF	\$3.25	\$1,625.00
3	716-02.03 - Plastic Pavement Marking (Cross-Walk)	2000	LF	\$6.50	\$13,000.00
4	716-02.04 - Plastic Pavement Marking (Channelization Striping)	400	SY	\$35.00	\$14,000.00
5	716-02.05 - Plastic Pavement Marking (Stop Line)	3500	LF	\$25.00	\$87,500.00
6	716-02.06 - Plastic Pavement Marking (Turn Lane Arrow)	100	Each	\$275.00	\$27,500.00
7	716-02.08 - Plastic Pavement Marking (8-inch Dotted Line)	1000	LF	\$4.50	\$4,500.00
8	716-02.09 - Plastic Pavement Marking (Longitudinal Cross-Walk)	1000	LF	\$40.00	\$40,000.00
9	716-02.10 - Plastic Pavement Marking (6-inch line)	5	LM	\$7,000.00	\$35,000.00
10	716-02.11 - Plastic Pavement Marking (6-inch Dotted Line)	2000	LF	\$2.00	\$4,000.00
11	716-02.13 - Plastic Word Pavement Marking (Parking Lines 4-inch)	5000	LF	\$4.00	\$20,000.00
12	716-02.15 - Plastic Pavement Marking (U-Turn Arrow)	5	Each	\$400.00	\$2,000.00
13	716-03.01 - Plastic Word Pavement Marking (ONLY)	5	Each	\$375.00	\$1,875.00
14	716-03.02 - Plastic Word Pavement Marking (RXR)	15	Each	\$625.00	\$9,375.00
15	716-03.09 - Plastic Word Pavement Marking (Yield)	5	Each	\$510.00	\$2,550.00
16	716-04.01 - Plastic Pavement Markings (Straight-Turn Arrow)	10	Each	\$425.00	\$4,250.00
17	716-04.02 - Plastic Pavement Marking (Double-Turn Arrow)	25	Each	\$410.00	\$10,250.00
18	716-04.03 - Plastic Pavement Marking (4-inch Dotted Line)	2000	LF	\$1.75	\$3,500.00
19	716-04.05 - Plastic Pavement Marking (Straight Arrow)	25	Each	\$200.00	\$5,000.00
20	716-04.10 - Plastic Pavement Marking (Handicap Symbol)	10	Each	\$350.00	\$3,500.00
21	716-04.12 - Plastic Pavement Marking (Yield Line)	500	SF	\$21.25	\$10,625.00
22	716-04.13 - Plastic Pavement Marking (Bike Lane Symbol & Arrow)	20	Each	\$500.00	\$10,000.00
23	716-04.17 - Plastic Pavement Marking (YIELD Symbol)	5	Each	\$610.00	\$3,050.00
24	716-05.01 - Painted Pavement Marking (4-inch Line)	5	LM	\$3,000.00	\$15,000.00
25	716-05.03 - Painted Pavement Marking (Cross-Walk)	100	LF	\$4.00	\$400.00
26	716-05.04 - Painted Pavement Marking (Channelization Striping)	50	SY	\$10.00	\$500.00
27	716-05.05 - Painted Pavement Marking (Stop Line)	300	LF	\$9.50	\$2,850.00
28	716-05.06 - Painted Pavement Marking (Turn Lane Arrow)	20	Each	\$80.00	\$1,600.00
29	716-05.08 - Painted Pavement Marking (Parking Lines)	500	LF	\$1.25	\$625.00
30	716-05.09 - Painted Pavement Marking (Straight-Turn Arrow)	5	Each	\$175.00	\$875.00
31	716-05.11 - Painted Pavement Marking (Straight Arrow)	5	Each	\$125.00	\$625.00
32	716-05.20 - Painted Pavement Marking (6-inch Line)	2	LM	\$3,300.00	\$6,600.00
33	716-05.21 - Painted Pavement Marking (4-inch Dotted Line)	300	LF	\$1.50	\$450.00
34	716-05.23 - Painted Pavement Marking (6-inch Dotted Line)	300	LF	\$1.75	\$525.00
35	716-05.72 - Performance Based Retracing (Spray Thermo 4-inch Line)	10	LM	\$2,100.00	\$21,000.00
36	716-05.73 - Performance Based Retracing (Spray Thermo 6-inch Line)	5	LM	\$2,750.00	\$13,750.00
37	716-05.74 - Performance Based Retracing (Spray Thermo 8-inch Line)	500	LF	\$2.50	\$1,250.00
38	716-05.75 - Performance Based Retracing (Spray Thermo 6-inch Dotted Line)	500	LF	\$2.00	\$1,000.00
39	716-08.01 - Removal of Pavement Marking (Line)	5000	LF	\$1.00	\$5,000.00
40	716-08.03 - Removal of Pavement Marking (Cross-Walk)	500	LF	\$3.25	\$1,625.00
41	716-08.04 - Removal of Pavement Marking (Channelizing Stripping)	100	SY	\$25.00	\$2,500.00
42	716-08.05 - Removal of Pavement Marking (Stop Line)	100	LF	\$10.00	\$1,000.00
43	716-08.06 - Removal of Pavement Marking (Turn Lane Arrow)	15	Each	\$80.00	\$1,200.00
44	716-08.07 - Removal of Pavement Marking (Straight-Turn Arrow)	10	Each	\$75.00	\$750.00
45	716-08.08 - Removal of Pavement Marking (Double Turn Arrow)	10	Each	\$100.00	\$1,000.00
46	716-08.09 - Removal of Pavement Marking (Dotted Line)	50	LF	\$1.00	\$50.00
47	716-08.19 - Removal of Pavement Marking (6-inch Line)	1000	LF	\$1.00	\$1,000.00
48	716-08.32 - Hydroblast Removal of Pavement Markings (Line)	5000	LF	\$1.50	\$7,500.00

49	716-08.33 - Hydroblast Removal of Pavement Markings (Arrow)	25 Each	\$85.00	\$2,125.00
50	716-08.34 - Hydroblast Removal of Pavement Markings (Stop Line)	200 LF	\$4.50	\$900.00
51	716-10.01 - Preformed Plastic Pavement Marking (4-inch line)	1000 LF	\$4.50	\$4,500.00
52	716-10.03 - Preformed Plastic Pavement Marking (6-inch line)	500 LF	\$7.00	\$3,500.00
53	716-10.07 - Preformed Plastic Pavement Marking (Stop line)	100 LF	\$25.00	\$2,500.00
54	716-10.08 - Preformed Plastic Pavement Marking (4-inch Dotted Line)	1000 LF	\$4.50	\$4,500.00
55	716-10.09 - Preformed Plastic Pavement Marking (6-inch Dotted Line)	1000 LF	\$7.00	\$7,000.00
56	716-10.22 - Preformed Plastic Pavement Marking (Wield)	3 Each	\$550.00	\$1,650.00
57	716-10.52 - Preformed Plastic Pavement Marking (US Shield)	2 Each	\$1,500.00	\$3,000.00
58	716-12.01 - Enhanced Flatline Thermo PVMT Marking (4-inch line)	10 LM	\$4,500.00	\$45,000.00
59	716-12.02 - Enhanced Flatline Thermo PVMT Marking (6-inch line)	10 LM	\$6,850.00	\$68,500.00
60	716-12.03 - Enhanced Flatline Thermo PVMT Marking (8-inch Barrier Line)	1000 LF	\$4.50	\$4,500.00
61	716-12.04 - Enhanced Flatline Thermo PVMT Marking (4-inch Dotted Line)	1000 LF	\$3.50	\$3,500.00
62	716-12.05 - Enhanced Flatline Thermo PVMT Marking (6-inch Dotted Line)	1000 LF	\$5.50	\$5,500.00
63	716-13.01 - Spray Thermo Pave Marking (60 mil) (4-inch line)	10 LM	\$2,900.00	\$29,000.00
64	716-13.02 - Spray Thermo Pave Marking (60 mil) (6-inch line)	2 LM	\$3,750.00	\$7,500.00
65	716-13.03 - Spray Thermo Pave Marking (60 mil) (8-inch Barrier Line)	1000 LF	\$2.50	\$2,500.00
66	716-13.04 - Spray Thermo Pave Marking (60 mil) (4-inch Dotted Line)	1000 LF	\$2.50	\$2,500.00
67	716-13.05 - Spray Thermo Pave Marking (60 mil) (6-inch Dotted Line)	500 LF	\$2.50	\$1,250.00
68	716-13.06 - Spray Thermo Pave Marking (60 mil) (8-inch Dotted Line)	500 LF	\$3.00	\$1,500.00
Total				\$654,950.00

**FIRST EXTENSION AND AMENDMENT
TO THE
CONTRACT BETWEEN
THE CITY OF MURFREESBORO
AND POPE STRIPING CORP
FOR PAVEMENT MARKING**

This First Extension and Amendment ("First Extension") to the Contract entered February 16, 2024, ("Contract") by and between City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee and Pope Striping Corp, a Corporation of the State of Tennessee, ("Contractor") is effective as of the date of executed listed below.

RECITALS

WHEREAS, on February 16, 2024, the City entered into a contract with Contractor for pavement marking services set forth in ITB-26-2024-Pavement Marking issued on December 5, 2023; and,

WHEREAS, the contract is renewable annually for up to a maximum of five years per Section 2 of the Contract; and

WHEREAS, the City and Contractor wish to extend the Contract term pursuant to Section 2 of the current Contract for an additional year; and

WHEREAS, pursuant to Section 3.c of the Contract, the unit prices shall be increased by a percentage equal to the increase in CPI-U for the prior term, subject to Council approval, which amount is 2.6% according to the U.S. Bureau of Labor Statistics;

NOW THEREFORE, the City and Contractor mutually agree:

1. To extend the term of the current Contract, from January 1, 2025, until January 1, 2026.
2. To increase the unit prices as listed in Contractor Price Proposal by 2.6% pursuant to Section 3.c. of the Contract.
3. To incorporate, by reference, Contractor's renewal letter dated October 29, 2024, as Exhibit 1 to this First Extension.
4. All other terms of the Contract shall remain the same.

IN WITNESS WHEREOF, the parties enter into this amendment as of _____, 2024.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Approved as to form:

Adam F. Tucker, City Attorney

Pope Striping Corp.

DocuSigned by:

By: _____
Wayne T. Pope, CEO



Wayne T. Pope

CEO

Pope Striping, Corp.

120 E. Main St. Suite 220

Murfreesboro, TN 37130

10/29/2024

City of Murfreesboro

Eric Toombs

Senior Public Works Inspector

111 W. Vine St First Floor

Murfreesboro, TN 37130

Dear Eric Toombs,

Subject: Annual Pavement Marking Contract ITB-09-2021

I hope this message finds you well. On behalf of Pope Striping, Corp, I would like to express our appreciation for the opportunity to work with the City of Murfreesboro under the annual pavement marking contract (ITB-09-2021).

We are pleased to confirm that we will honor all prices of the existing contract as adjusted by Section 3c of the agreement for the duration of the extension period if approved. Our goal is to ensure a smooth and efficient continuation of services while providing the best value to the city.

If you have any questions or need further information, please do not hesitate to reach out. We look forward to continuing our partnership and supporting the city's needs in the years to come.

Thank you for your trust in Pope Striping, Corp.

Sincerely,

A handwritten signature in black ink, appearing to be 'W. Pope', written over a white background.

Wayne T. Pope, CEO

Agreement for Pavement Marking

This Agreement is entered into and effective as of February 16, 2024 ("Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Pope Stripping Corp**, a Corporation of the State of Tennessee ("Contractor"). This Agreement consists of the following documents:

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- ITB-26-2024-Pavement Marking, issued December 5, 2023 (the "Solicitation");
- Contractor's Proposal, dated December 21, 2023 ("Contractor's Proposal");
- Contractor's Price Proposal, dated December 21, 2023 (the "Price Proposal") herein provided as Exhibit A; and,
- 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 Solicitation; and
- Lastly, Contractor's Proposal (Exhibit A).

1. Duties and Responsibilities of Contractor.

Provide the Retro Reflective Pavement Marking Tape, Thermoplastic and Painted Lines, Symbols, and Legends based on "ITB-26-2024 – Pavement Marking" listed under "Bid Specifications" of the ITB.

2. Term.

The term of this Agreement commences on the Effective Date listed above and expires on January 1, 2025, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. This Agreement may be renewed for up to four (4) additional one (1) year option periods in any combination, provided the entire contract does not exceed five (5) years. Renewal options shall be exercised by mutual written agreement. Contractor's services may be terminated in whole or in part:

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

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Compensation; Unit Pricing; Method of Payment.

- a. The City shall pay the Contractor for each item of work in accordance with the Price Proposal list submitted with the bid Proposal, which Price Proposal list is incorporated by this reference into this Agreement as Exhibit A. The City shall pay the Contractor for the performance of this Agreement in current funds, subject to additions and deductions as may be provided in this Agreement.
- b. For the purpose of this Agreement, the value of this Agreement is based upon the "Unit Cost" listed in the Price Proposal. The unit costs and estimated quantities provided in the Solicitation provide an extended **TOTAL VALUE OF FOUR HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$451,420.00)**. Estimated quantities and total prices provided in the Solicitation and/or Price Proposal are estimates used for information only. In the event of a conflict between a unit price and extended price, the unit price shall control. This Agreement (including, without limitation, the Solicitation and Price Proposal) does not guarantee either a minimum or maximum amount of work to the Contractor. Work shall be requested on a work order/purchase order/invoice basis, up to the total amount budgeted by the City for such work, including any amendments thereto.
- c. The unit prices in the Price Proposal shall be firm during the initial one (1) year term of this Agreement. Beginning the first anniversary after the Effective Date for any renewal to this Agreement, the unit prices set forth in this Agreement shall be increased effective as of that anniversary and each anniversary thereafter by an amount equal to the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items (index base period 1982-84=100), published by the United States Bureau of Labor Statistics, based on the most recently released CPI-U as of the date of renewal. This increase shall be subject to City Council approval.
- d. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. Work will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work, determined that it fully complies with specifications. Any work rejected shall be repaired/replaced at Contractor's expense. Markings shall meet performance and durability requirements described in the specifications that shall begin with the date the portion of the roadway containing those markings becomes operational. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall not be made until after the performance is complete. City will process payment applications within 30 days of acceptance of work. Invoices must bear the purchase order number. All invoices must be submitted to:
accountspayable@murfreesborotn.gov with a copy to the Contact person.

- 4. Work Product.** Except as otherwise provided herein, all data, documents and materials produced 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.

5. **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, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."
6. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this 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:
 - a. Procure for the City the right to continue using the products or services.
 - b. 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.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.

- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:
Wayne T. Pope, CEO
Pope Striping, Corporation
120 East Main Street, Ste. 220
Murfreesboro, TN 37130
Todd@popestriping.com

8. **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.
9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto 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.
11. **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.
12. **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.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national

origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 14. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- 15. 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.
- 16. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 17. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, pandemic, epidemic or other cause of similar or dissimilar nature beyond its control.
- 18. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 19. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 20. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

21. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
22. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

CITY OF MURFREESBORO, TENNESSEE

DocuSigned by:

By: 

Shane McFarland, Mayor

POPE STRIPING CORP

DocuSigned by:

By: 

Wayne T. Pope, CEO

APPROVED AS TO FORM:

DocuSigned by:



Adam F. Tucker, City Attorney

Pope Striping - 2024

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost	Total
1	716-02.01 - Plastic Pavement Marking (4-inch Line)	10	LM	\$3,100.00	\$31,000.00
2	716-02.02 - Plastic Pavement Marking (8-inch Barrier Line)	500	LF	\$1.00	\$500.00
3	716-02.03 - Plastic Pavement Marking (Cross-Walk)	2000	LF	\$25.00	\$50,000.00
4	716-02.04 - Plastic Pavement Marking (Channelization Striping)	400	SY	\$63.00	\$25,200.00
5	716-02.05 - Plastic Pavement Marking (Stop Line)	3500	LF	\$14.00	\$49,000.00
6	716-02.06 - Plastic Pavement Marking (Turn Lane Arrow)	100	Each	\$125.00	\$12,500.00
7	716-02.08 - Plastic Pavement Marking (8-inch Dotted Line)	1000	LF	\$1.00	\$1,000.00
8	716-02.09 - Plastic Pavement Marking (Longitudinal Cross-Walk)	1000	LF	\$14.00	\$14,000.00
9	716-02.10 - Plastic Pavement Marking (6-inch line)	5	LM	\$3,600.00	\$18,000.00
10	716-02.11 - Plastic Pavement Marking (6-inch Dotted Line)	2000	LF	\$1.00	\$2,000.00
11	716-02.13 - Plastic Word Pavement Marking (Parking Lines 4-inch)	5000	LF	\$.58	\$2,900.00
12	716-02.15 - Plastic Pavement Marking (U-Turn Arrow)	5	Each	\$700.00	\$3,500.00
13	716-03.01 - Plastic Word Pavement Marking (ONLY)	5	Each	\$300.00	\$1,500.00
14	716-03.02 - Plastic Word Pavement Marking (RxR)	15	Each	\$300.00	\$4,500.00
15	716-03.09 - Plastic Word Pavement Marking (Yield)	5	Each	\$400.00	\$2,000.00
16	716-04.01 - Plastic Pavement Markings (Straight-Turn Arrow)	10	Each	\$250.00	\$2,500.00
17	716-04.02 - Plastic Pavement Marking (Double-Turn Arrow)	25	Each	\$250.00	\$6,250.00
18	716-04.03 - Plastic Pavement Marking (4-inch Dotted Line)	2000	LF	\$.58	\$1,160.00
19	716-04.05 - Plastic Pavement Marking (Straight Arrow)	25	Each	\$150.00	\$3,750.00
20	716-04.10 - Plastic Pavement Marking (Handicap Symbol)	10	Each	\$300.00	\$3,000.00
21	716-04.12 - Plastic Pavement Marking (Yield Line)	500	SF	\$7.00	\$3,500.00
22	716-04.13 - Plastic Pavement Marking (Bike Lane Symbol & Arrow)	20	Each	\$450.00	\$9,000.00
23	716-04.17 - Plastic Pavement Marking (YIELD Symbol)	5	Each	\$80.00	\$400.00
24	716-05.01 - Painted Pavement Marking (4-inch Line)	5	LM	\$550.00	\$2,750.00
25	716-05.03 - Painted Pavement Marking (Cross-Walk)	100	LF	\$7.00	\$700.00
26	716-05.04 - Painted Pavement Marking (Channelization Striping)	50	SY	\$12.00	\$600.00
27	716-05.05 - Painted Pavement Marking (Stop Line)	300	LF	\$7.00	\$2,100.00
28	716-05.06 - Painted Pavement Marking (Turn Lane Arrow)	20	Each	\$80.00	\$1,600.00
29	716-05.08 - Painted Pavement Marking (Parking Lines)	500	LF	\$.45	\$225.00
30	716-05.09 - Painted Pavement Marking (Straight-Turn Arrow)	5	Each	\$120.00	\$600.00
31	716-05.11 - Painted Pavement Marking (Straight Arrow)	5	Each	\$80.00	\$400.00
32	716-05.20 - Painted Pavement Marking (6-inch Line)	2	LM	\$650.00	\$1,300.00
33	716-05.21 - Painted Pavement Marking (4-inch Dotted Line)	300	LF	\$.50	\$150.00
34	716-05.23 - Painted Pavement Marking (6-inch Dotted Line)	300	LF	\$.75	\$225.00
35	716-05.72 - Performance Based Retracing (Spray Thermo 4-inch Line)	10	LM	\$2,700.00	\$27,000.00
36	716-05.73 - Performance Based Retracing (Spray Thermo 6-inch Line)	5	LM	\$2,900.00	\$14,500.00
37	716-05.74 - Performance Based Retracing (Spray Thermo 8-inch Line)	500	LF	\$1.08	\$540.00
38	716-05.75 - Performance Based Retracing (Spray Thermo 6-inch Dotted Line)	500	LF	\$.90	\$450.00
39	716-08.01 - Removal of Pavement Marking (Line)	5000	LF	\$1.00	\$5,000.00
40	716-08.03 - Removal of Pavement Marking (Cross-Walk)	500	LF	\$1.00	\$500.00
41	716-08.04 - Removal of Pavement Marking (Channelizing Stripping)	100	SY	\$9.00	\$900.00
42	716-08.05 - Removal of Pavement Marking (Stop Line)	100	LF	\$1.00	\$100.00
43	716-08.06 - Removal of Pavement Marking (Turn Lane Arrow)	15	Each	\$50.00	\$750.00
44	716-08.07 - Removal of Pavement Marking (Straight-Turn Arrow)	10	Each	\$50.00	\$500.00
45	716-08.08 - Removal of Pavement Marking (Double Turn Arrow)	10	Each	\$50.00	\$500.00
46	716-08.09 - Removal of Pavement Marking (Dotted Line)	50	LF	\$.90	\$45.00

47 716-08.19 - Removal of Pavement Marking (6-inch Line)	1000 LF	\$.90	\$900.00
48 716-08.32 - Hydroblast Removal of Pavement Markings (Line)	5000 LF	\$.90	\$4,500.00
49 716-08.33 - Hydroblast Removal of Pavement Markings (Arrow)	25 Each	\$50.00	\$1,250.00
50 716-08.34 - Hydroblast Removal of Pavement Markings (Stop Line)	200 LF	\$1.00	\$200.00
51 716-10.01 - Preformed Plastic Pavement Marking (4-inch line)	1000 LF	\$3.75	\$3,750.00
52 716-10.03 - Preformed Plastic Pavement Marking (6-inch line)	500 LF	\$5.50	\$2,750.00
53 716-10.07 - Preformed Plastic Pavement Marking (Stop line)	100 LF	\$16.00	\$1,600.00
54 716-10.08 - Preformed Plastic Pavement Marking (4-inch Dotted Line)	1000 LF	\$3.75	\$3,750.00
55 716-10.09 - Preformed Plastic Pavement Marking (6-inch Dotted Line)	1000 LF	\$5.50	\$5,500.00
56 716-10.22 - Preformed Plastic Pavement Marking (Wield)	3 Each	\$400.00	\$1,200.00
57 716-10.52 - Preformed Plastic Pavement Marking (US Shield)	2 Each	\$850.00	\$1,700.00
58 716-12.01 - Enhanced Flatline Thermo PVMT Marking (4-inch line)	10 LM	\$3,600.00	\$36,000.00
59 716-12.02 - Enhanced Flatline Thermo PVMT Marking (6-inch line)	10 LM	\$4,200.00	\$42,000.00
60 716-12.03 - Enhanced Flatline Thermo PVMT Marking (8-inch Barrier Line)	1000 LF	\$1.25	\$1,250.00
61 716-12.04 - Enhanced Flatline Thermo PVMT Marking (4-inch Dotted Line)	1000 LF	\$1.00	\$1,000.00
62 716-12.05 - Enhanced Flatline Thermo PVMT Marking (6-inch Dotted Line)	1000 LF	\$1.00	\$1,000.00
63 716-13.01 - Spray Thermo Pave Marking (60 mil) (4-inch line)	10 LM	\$2,600.00	\$26,000.00
64 716-13.02 - Spray Thermo Pave Marking (60 mil) (6-inch line)	2 LM	\$2,800.00	\$5,600.00
65 716-13.03 - Spray Thermo Pave Marking (60 mil) (8-inch Barrier Line)	1000 LF	\$1.00	\$1,000.00
66 716-13.04 - Spray Thermo Pave Marking (60 mil) (4-inch Dotted Line)	1000 LF	\$.90	\$900.00
67 716-13.05 - Spray Thermo Pave Marking (60 mil) (6-inch Dotted Line)	500 LF	\$.95	\$475.00
68 716-13.06 - Spray Thermo Pave Marking (60 mil) (8-inch Dotted Line)	500 LF	\$1.00	\$500.00
Total			\$451,420.00

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

Item Title: Amendment 2 to the Annual Traffic Signal Maintenance and Electrical Contract

Department: Transportation

Presented by: Jim Kerr, Transportation Director

Requested Council Action:

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

Summary

Consider amendment No. 2 of the Traffic Signal and Electrical Maintenance Contract with S&W Contracting.

Staff Recommendation

Approval of the contract amendment between the City of Murfreesboro & S&W.

Background Information

The Traffic Signal and Electrical Maintenance Contract was bid and awarded to S&W Contracting on December 9th, 2022. This contract is typically used for installation and maintenance of traffic signals systems, interstate lighting, and general electrical work for various departments.

The contract is renewable annually for up to four one-year option periods after the original award if agreed upon by both parties.

Council Priorities Served

Safe and Livable Neighborhoods

Traffic Signal Maintenance and roadway lighting enhances the safety and operations of the City's roadway network.

Fiscal Impacts

The expense, \$383,050, is primarily funded by State Street Aid with a portion from General Funds. Costs vary over the term according to the work required.

Attachments

1. Amendment No. 2
2. Amendment No. 1
3. Original Contract

**AMENDMENT NO. 2 TO THE
CONTRACT BETWEEN CITY OF MURFREESBORO
AND
S&W ELECTRICAL CONTRACTORS, INC. FOR
TRAFFIC SIGNAL AND ELECTRICAL MAINTENANCE**

The Contract by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **S&W ELECTRICAL CONTRACTORS, INC.**, a corporation of the State of Tennessee, ("Contractor") entered into on December 9, 2022 for traffic signal maintenance is hereby amended as follows:

WHEREAS, pursuant to Section 2 of the Contract approved by Council on December 8, 2022 and Amendment No. 1, the term of this contract ends on December 31, 2024, and said contract is subject to up to four additional one (1) year renewals by the City; and

Whereas Amendment No. 1 extended the contract for an additional year until December 31, 2024, leaving three additional one year (1) renewals upon mutual agreement by Contractor and City; and

WHEREAS, the parties have mutually agreed to extend the contract until December 31, 2025; and

WHEREAS, and all other terms of the contract and subsequent amendments and change orders to such contract, including unit price, shall remain unchanged;

NOW THEREFORE, said contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the Contract for an additional year through December 31, 2025.
2. This amendment is hereby effective _____.

CITY OF MURFREESBORO

S&W ELECTRICAL CONTRACTORS, INC

Shane McFarland, Mayor

DocuSigned by:
Richie Bolin

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Richie Bolin, President

Approved as to form:

Signed by:
Adam F Tucker

43A2035E51F9401...
Adam Tucker, City Attorney

**AMENDMENT NO. 1 TO THE
CONTRACT BETWEEN CITY OF MURFREESBORO
AND
S&W ELECTRICAL CONTRACTORS, INC. FOR
TRAFFIC SIGNAL AND ELECTRICAL MAINTENANCE**

The Contract by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **S&W ELECTRICAL CONTRACTORS, INC.**, a corporation of the State of Tennessee, ("Contractor") entered into on December 9, 2022 for traffic signal maintenance is hereby amended as follows:

WHEREAS, pursuant to section 2 of the Contract approved by Council on December 8, 2022, the term of this contract ends on December 31, 2023, and said contract is subject to up to four (4) additional one (1) year renewals by the City; and

WHEREAS, the parties have mutually agreed to extend the contract until December 31, 2024; and

WHEREAS, and all other terms of the contract and subsequent amendments and change orders to such contract, including unit price, shall remain unchanged;

NOW THEREFORE, said contract is hereby amended as set forth below:

1. The Contract is amended by extending the term of the Contract for an additional year through December 31, 2024.
2. This amendment is hereby effective December 8, 2023.

CITY OF MURFREESBORO

DocuSigned by:



A2F6A4BF7CD74E7...
Shane McFarland, Mayor

S&W ELECTRICAL CONTRACTORS, INC

DocuSigned by:



1D66F59928B94F1...
Richie Bolin, President

Approved as to form:

DocuSigned by:



A3AP035E51F9401...
Adam Tucker, City Attorney

**Agreement between
The City of Murfreesboro
and
S&W Contracting Co., Inc.
for Traffic Signal and Electrical Maintenance**

This Agreement is entered into as of the 9th day of December 2022, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **S&W Contracting Co., Inc.**, a Tennessee Corporation ("Contractor"). This Agreement consists of the following documents:

- This document
- ITB-28-2023, Traffic Signal and Electrical Maintenance issued November 15, 2022 (the "Solicitation");
- Contractor's Bid Response, dated November 29, 2022 ("Contractor's Proposal"); and
- 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 Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

- a. Contractor is engaged to provide traffic signal and electrical maintenance to the City as provided in ITB-28-2023, Traffic Signal and Electrical Maintenance, issued November 15, 2022.
- b. The provisions of the Solicitation, including (without limitation) Section 2. *General Requirements* and Section 3. *Technical Requirements*, are specifically incorporated herein and made a part of this Agreement as if fully stated herein.
- c. Work to be completed under this Agreement may be assigned to Contractor in the form of a Task Order. Any and all Task Orders assigned to Contractor by task order, amendment, or otherwise, shall also form part of this Agreement, including any and all terms therein.
- d. In undertaking the work set forth herein, Contractor must comply with all applicable federal, state, and local laws and regulations, including acquiring and maintaining in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. Contractor is solely responsible for any and all taxes imposed upon Contractor and acknowledges it cannot claim exemption from taxes by virtue of any municipal exemption from taxation.

2. Term.

The initial term of this Agreement commences on the Effective Date, January 1, 2023, and expires on December 31, 2023, with the City holding an option to extend the term for up to four (4) additional one (1) year periods upon sixty (60) days' notice to Contractor. The term may be extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein.

3. Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination

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

4. Compensation; Method of Payment.

- a. The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per Contractor's Proposal Bid Form (Exhibit A).

Annual Traffic Signal and Electrical Maintenance Contract - NOV 2022			
Item No.	Description	Units	S&W Contracting Unit Price
1	Bucket Truck with 2-person Crew (<80' extension)	HR	\$125.00
2	Bucket Truck with 2-person Crew (>= 80' extension)	HR	\$125.00
3	Digger Truck (for soil) 2-Person Crew	HR	\$125.00
4	Digger Truck (for rock) 2-Person Crew	HR	\$225.00
5	Non-Evasive Excavating Equip. 2-Person Crew	HR	\$80.00
6	Compressor and Air Tools with Operator	HR	\$80.00
7	Mini-Excavator with operator	HR	\$90.00
8	1 Worker with Pickup Truck or Van	HR	\$80.00
9	2 Workers with Pickup Truck or Van	HR	\$115.00
10	6-yard Dump Truck with Operator	HR	\$90.00
11	Trencher with 2-Person Crew	HR	\$115.00
12	Each additional worker	HR	\$40.00
13	Overtime Premium Charge	HR	\$25.00
14	Loop Cutting with 2-Person Crew, equipment, and all materials (wire must be IMSA spec. 51-7)	LF	\$5.00
15	Fiber Optic Fusion Splicing	EA	\$60.00
16	General Electrician with Pickup Truck or Van	HR	\$85.00
17	IMSA Level II Signal Technician with Pickup Truck or Van	HR	\$90.00
18	Traffic Control Interstate Syst. (Interstate Lighting Mainline Repair Only)	HR	\$80.00
19	Conduit 3" (JACK AND BORE) Sch. 80	LF	\$45.00
20	Electro-Static Painting of Signal Cabinet	HR	\$80.00
21	Electro-Static Painting of Signal Poles	HR	\$80.00

- b. Contractor will be compensated upon the completion of tasks as outlined in Contractor's Proposal and upon the completion of a Task and submission of an invoice to the City at its address for Notices.
 - c. Traffic Signal Maintenance and installation activities shall be adhered to as stated in the ITB and bid specifications.
 - d. Services will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such work items, determined that they fully comply with specifications. Contractor will be compensated upon the completion of tasks as outlined in the Proposal and upon the completion of a Task Order and submission of an invoice to the City at its address for Notices after performance of the portion of services which each payment represents.
 - e. Contractor shall promptly and timely (in no event later than 30 days) submit invoices to the City for performance of work completed pursuant to this Agreement. Failure of Contractor to submit timely invoices may delay payment of said invoice and shall be considered a material breach of this Agreement.
5. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced 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
6. **Insurance.** During the term of this Agreement, Contractor must maintain the following insurance:
- a. Workers' Compensation Insurance: Contractor shall procure and shall maintain during the life of this contract Workers' Compensation Insurance for all of its employees to be engaged in work on the project under this contract as required by Tennessee state law, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.
 - b. Public Liability and Property Damages Insurance: Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect it and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations are by it or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
 - i. Public Liability Insurance in the amount of not less than \$1,000,000.00 on any account of any one accident.
 - ii. Property Damage Insurance in an amount not less than \$500,000.00 for any one damage claim.
 - iii. Combined Single Limit Public Liability and Property Damage in an amount of not less than \$1,000,000.00 per occurrence.
 - c. Comprehensive General Liability Insurance with limits of not less than \$1,000,000.
 - d. Automotive Insurance with limits of not less than \$1,000,000.

- e. Proof of Carriage of Insurance. 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) an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents." (iii) Copies of insurance policies will be furnished to the City upon request. The City shall be furnished not less than ten (10) days advance notice of material changes or cancellation of insurance policies.

7. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.

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.

- I. 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:
 - a. Procure for the City the right to continue using the products or services.
 - b. 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.
 - c. 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.

- II. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:

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

If to Contractor:

S&W Contracting Company, Inc.
Mitch Arnold
952 New Salem Road
Murfreesboro, TN 37129
marnold@sandwcontracting.com

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or

disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

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

and costs at all stages of the litigation and dispute resolution.


- 23. 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 the effective date first listed above (the "Effective Date").

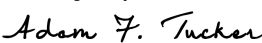
City of Murfreesboro, Tennessee

DocuSigned by:
By: 
Shane McFarland, Mayor

S & W Contracting Co., Inc

DocuSigned by:
By: 
Richie Bolin, President

Approved as to form:

DocuSigned by:

Adam F. Tucker, City Attorney

No Items.

COUNCIL COMMUNICATION

Meeting Date: 12/05/2024

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
L & S, LLC	Hemispheres Wine Bar	208 W Main St	On-Premises	Restaurant	New Location
DDP Corp.	La Cucina Italiana	451 N Thompson Ln Ste A	On-Premises	Restaurant	Ownership/Name Change
Oasis Xpress, LLC	Oasis Xpress	2430 S Church St	Off-Premises	Grocery/Market	Ownership/Name Change
Trader Joe's East, Inc.	Trader Joe's #815	2305 Medical Center Pkwy	Off-Premises	Grocery/Market	New Location

Background Information

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

Council Priorities Served

Maintain public safety

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	L and S, LLC
Name of Business	Hemispheres Wine Bar
Business Location	208 W Main St
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

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

5% or more Ownership

Name	Susan Davis
Age	54
Residency City/State	Covington, GA
Race/Sex	White/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Name	Lisa May Davis
Age	59
Residency City/State	Murfreesboro, TN
Race/Sex	White/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? Yes

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	DDP Corp.
Name of Business	La Cucina Italiana
Business Location	451 N Thompson Ln
Type of Business	Restaurant
Type of Permit Applied For	On-Premises

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input checked="" type="checkbox"/>
Permit Type Change	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

5% or more Ownership

Name	Cyntia Y. Serrano-Arevalo
Age	35
Residency City/State	Springfield, TN
Race/Sex	Hispanic/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly? Yes

Occupancy Application Approved? No

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Oasis Xpress, LLC
Name of Business	Oasis Xpress
Business Location	2430 S Church St
Type of Business	Grocery/Market
Type of Permit Applied For	Off-Premises

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input checked="" type="checkbox"/>
Permit Type Change	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input checked="" type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

5% or more Ownership

Name	Fares Al Fakih
Age	43
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.

Application Completed Properly?	Yes
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Occupancy Application Approved?	No
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The actual beer application is available in the office of the City Recorder.

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Trader Joe's #815
Name of Business	Trader Joe's East, Inc.
Business Location	2305 Medical Center Pkwy
Type of Business	Grocery/Market
Type of Permit Applied For	Off-Premises

Type of Application:

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

Local Manager:

Name	Jeffrey L. Carter Jr.
Age	44
Residency City/State	Franklin, 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
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Occupancy Application Approved?	No
--	----

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

***I request permission to issue the beer permit upon successful completion of all required building and codes inspections.

No Items.

