

**MURFREESBORO CITY COUNCIL**  
**Regular Meeting Agenda**  
**Council Chambers – 6:00 PM**  
**January 16, 2025**

**Public Comment on Actionable Agenda Items**

**PRAYER**

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS**

STARS Award: Ronnie Johnson

**Consent Agenda**

1. Mandatory Referral for Dedication of an Electric Easement along Hemlock Drive (Planning)
2. Contract with TDOT for FY25 Preventive Maintenance Expenses (Transportation)

**Old Business**

Ordinance

3. Ordinance 24-O-46 Amendment to Ethics Code (2nd and Final Reading) Legal

**New Business**

Land Use Matters

4. Rezoning property along Joe B Jackson Parkway (Planning)
  - a. Public Hearing: Rezone 4.8 acres
  - b. First Reading: Ordinance 24-OZ-45
5. Sewer Allocation Variance- Greenland Drive – Mixed-Use Development (Planning)

On Motion

6. Rollins Brush and Limb Contract Renewal (Solid Waste)
7. Construction Contract for Blackman/Manson/Burnt Knob Intersection (Engineering)
8. Purchase of Radio Equipment from Motorola (Police)
9. Amendment No. 1 to CentralSquare Solutions and Support Agreement for CAD Software (Police)
10. Purchase of Police Vehicles from Alan Jay Automotive (Police)
11. Safe Streets and Roads For All Grant Agreement with Federal Highway Administration (Transportation)
12. Purchase Contract with CBI for Transit Center Furniture (Transportation)
13. Public Entity Partners Safety Grant (Human Resources)

**Board & Commission Appointments**

**Licensing**

14. Beer Permits (Finance)

**Payment of Statements**

**Other Business**

**Adjourn**

# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

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

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning 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 request to allow dedication of an electric easement on City-owned property located along the north side of Hemlock Drive.

**Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission recommended approval at its January 8, 2025 regular meeting.

**Background Information**

In this mandatory referral, Council is being asked to consider the approval of the dedication of an electric easement for Middle Tennessee Electric (MTE) on property that the City owns along the north side of Hemlock. The property is located south of the City limits adjacent to the Barfield-Crescent Park in the unincorporated County. The proposed easement will accommodate electric infrastructure to serve the Davenport Station subdivision south of the City limits along Shelbyville Pike.

**Council Priorities Served**

*Expand Infrastructure*

The proposed easement dedication will assist MTE in meeting the demands for electric service for this development in the unincorporated County.

**Attachments:**

1. Planning Commission staff comments from 01/08/2025 meeting
2. Exhibits of the proposed easement
3. Draft easement document

**MURFREESBORO PLANNING COMMISSION**

**STAFF COMMENTS, PAGE 1**

**JANUARY 8, 2025**

**PROJECT PLANNER: SLOANE LEWIS**

- 6. a. Mandatory Referral [2024-728] to consider the dedication of an electric easement on City-owned property located along Hemlock Drive, Middle Tennessee Electric applicant.**



In this mandatory referral, the Planning Commission is being asked to consider the dedication of an electric easement for Middle Tennessee Electric (MTE) on property that the City owns on Hemlock Drive. The purpose for this electric easement dedication is to relocate the power line along Hemlock Drive to accommodate Phase 6 of the Davenport Station Subdivision. An exhibit depicting the location of the proposed easement is included in the agenda materials.

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

1. If approved by City Council, Middle Tennessee Electric or their designee will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instruments to formally dedicate the proposed easement in question. The legal instruments will be subject to final review and approval of the Legal Department.
2. Middle Tennessee Electric or their designee will also be responsible for recording these instruments, including payment of the recording fee.



City of Murfreesboro  
Mandatory Referral Application

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

Mandatory Referral Fees:	
Mandatory Referral, <b>INCLUDING</b> abandonment of right-of-way	\$350.00
Mandatory Referral, <b>NOT INCLUDING</b> abandonment of right-of-way	\$150.00

Property Information:

Tax Map/Group/Parcel: Map 136 Parcel 70.00 | Address (if applicable): Hemlock Drive

Street Name (if abandonment of ROW):

Type of Mandatory Referral: ELECTRIC EASEMENT DEDICATION

Applicant Information:

Name of Applicant: MIDDLE TENNESSEE ELECTRIC

Company Name (if applicable): MIDDLE TENNESSEE ELECTRIC

Street Address or PO Box: 555 NEW SALEM HWY

City: MURFREESBORO

State: TN | Zip Code: 37129

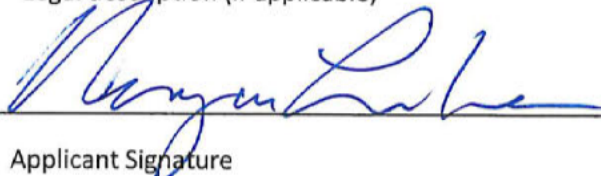
Email Address: [REDACTED]

Phone Number: 217-415-4666

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

2028-728  
Receipt 310239  
CHK# 01001

  
Applicant Signature

12/3/2024  
Date

# Right-of-Way

## Easement

This instrument prepared by: MTE  
 555 New Salem Highway, Murfreesboro, TN 37129  
 \_\_\_\_\_ Employee Initials



Service Location # \_\_\_\_\_ Meter Set SO # \_\_\_\_\_ WO# \_\_\_\_\_

Grantor: City of Murfreesboro And/by \_\_\_\_\_

Select one of the following: unmarried married business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, if attached, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County Rutherford State of Tennessee Tax Map: 136 Group: \_\_\_\_\_ Parcel: 70.00

Address \_\_\_\_\_ Hemlock Drive Murfreesboro 37128   
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 1732, Page 1850, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

City of Murfreesboro

Print Name/Title of Authorized Signatory \_\_\_\_\_

Legal Signature \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

\_\_\_\_\_

Notary Signature \_\_\_\_\_ My Commission Expires \_\_\_\_\_

Print Name/Title of Authorized Signatory \_\_\_\_\_

Legal Signature \_\_\_\_\_

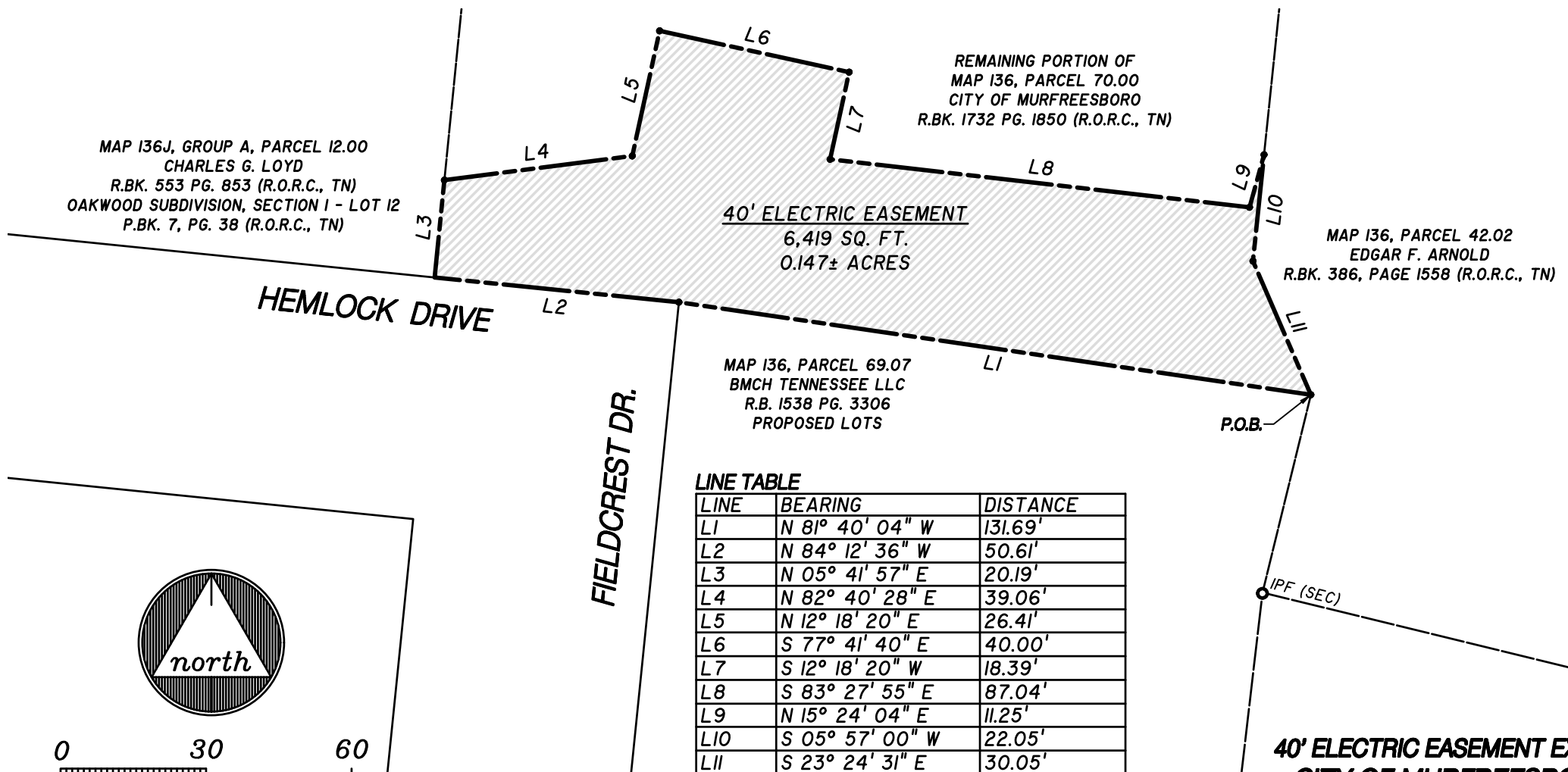
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, 202\_\_\_, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

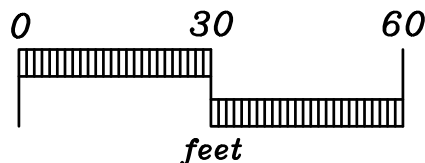
\_\_\_\_\_

Notary Signature \_\_\_\_\_ My Commission Expires \_\_\_\_\_



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 81° 40' 04" W	131.69'
L2	N 84° 12' 36" W	50.61'
L3	N 05° 41' 57" E	20.19'
L4	N 82° 40' 28" E	39.06'
L5	N 12° 18' 20" E	26.41'
L6	S 77° 41' 40" E	40.00'
L7	S 12° 18' 20" W	18.39'
L8	S 83° 27' 55" E	87.04'
L9	N 15° 24' 04" E	11.25'
L10	S 05° 57' 00" W	22.05'
L11	S 23° 24' 31" E	30.05'



**40' ELECTRIC EASEMENT EXHIBIT**  
**CITY OF MURFREESBORO**  
MAP 136, P/O PARCEL 70.00  
11TH CIVIL DISTRICT RUTHERFORD COUNTY, TENNESSEE  
R.B.K. 1732, PG. 1850 (R.O.R.C., TN)



**MAP 136, P/O PARCEL 70.00**  
**CITY OF MURFREESBORO**  
**RECORD BOOK 1732, PAGE 1850 R.O.R.C., TN**  
**7,293 SQUARE FEET, 0.167± ACRES**

**40' ELECTRIC EASEMENT**

AN EASEMENT IN THE LANDS OF CITY OF MURFREESBORO, LYING IN THE 11<sup>TH</sup> CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY THE REMAINING PORTION OF THIS PARCEL ON THE NORTH; EDGAR F. ARNOLD – R.BK. 386, PG. 1558 (R.O.R.C., TN) ON THE EAST; BMCH TENNESSEE, LLC - R.BK. 1538, PG. 3306 (R.O.R.C., TN) AND HEMLOCK DRIVE ON THE SOUTH; AND OAKWOOD SUBDIVISION, SECTION 1 – LOT 12 – P.BK. 7, PG. 38 (R.O.R.C., TN) ON THE WEST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT AN IRON PIN AT THE SOUTHEAST CORNER OF THIS PARCEL, THE NORTHEAST CORNER OF BMCH TENNESSEE, LLC AND IN THE WEST LINE OF ARNOLD;  
THENCE, WITH THE NORTH LINE OF BMCH TENNESSEE, LLC, N 81° 40' 04" W FOR A DISTANCE OF 131.69' TO A POINT LOCATED AT THE NORTHWEST CORNER OF BMCH TENNESSEE, LLC AND IN THE NORTH RIGHT-OF-WAY OF HEMLOCK DRIVE;  
THENCE, WITH SAID RIGHT-OF-WAY, N 84° 12' 36" W FOR A DISTANCE OF 50.61' TO A POINT LOCATED AT THE SOUTHEAST CORNER OF OAKWOOD SUBDIVISION, SECTION 1 – LOT 12;  
THENCE, WITH THE EAST LINE OF OAKWOOD SUBDIVISION, SECTION 1 – LOT 12, N 05° 41' 57" E FOR A DISTANCE OF 20.19' TO A POINT;

THENCE, WITH NEW LINES THROUGH THIS PARCEL, THE FOLLOWING (6) CALLS:

1. N 82° 40' 28" E FOR A DISTANCE OF 39.06' TO A POINT;
2. N 12° 18' 20" E FOR A DISTANCE OF 26.41' TO A POINT;
3. S 77° 41' 40" E FOR A DISTANCE OF 40.00' TO A POINT;
4. S 12° 18' 20" W FOR A DISTANCE OF 18.39' TO A POINT;
5. S 83° 27' 55" E FOR A DISTANCE OF 87.04' TO A POINT;
6. N 15° 24' 04" E FOR A DISTANCE OF 11.25' TO A POINT LOCATED IN THE WEST LINE OF ARNOLD;

THENCE, WITH THE WEST LINE OF ARNOLD, THE FOLLOWING (2) CALLS:

1. S 05° 57' 00" W FOR A DISTANCE OF 22.05' TO A POINT;
2. S 23° 24' 31" E FOR A DISTANCE OF 30.05' TO THE **POINT OF BEGINNING**.

HAVING AN AREA OF 7,293 SQUARE FEET, 0.167± ACRES.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO CITY OF MURFREESBORO BY DEED OF RECORD IN BOOK 1732, PAGE 1850 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

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

# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

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**Item Title:** Contract with TDOT for Preventive Maintenance Expenses

**Department:** Transportation (Transit)

**Presented by:** Russ Brashear, Assistant Transportation Director

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider transit system FY25 preventive maintenance funds grant.

**Staff Recommendation**

Approve Contract with TDOT for FY25 preventive maintenance funds grant.

**Background Information**

Each year the Federal Transit Administration awards funds to direct recipients. The City has \$220,000 obligated in federal funds toward preventive maintenance of the Transit bus fleet. This contract is for the State match amount of \$27,500.

As the City's transit system is improved it is critical to utilize FTA and TDOT funding options. These grants and allocations continue to provide 90% of the system's preventive maintenance costs. Without these funds, continued operation of the transit system would require significant funding from the City's General Fund to supplement rider fares.

**Council Priorities Served**

*Responsible budgeting*


Use of federal and state funds benefits the City by reducing the amount of City revenues that must be appropriated for transit-related expenses.

**Fiscal Impacts**

This grant, or \$27,500, is appropriately budgeted in the FY25 Budget.

**Attachments:**

Award Notification Contract Z-25-5307-03 (Project #755307-S3-037)

 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
<b>Begin Date</b> 7/1/2024	<b>End Date</b> 12/31/2025	<b>Agency Tracking #</b> 40100-51200	<b>Edison ID</b> 82435		
<b>Grantee Legal Entity Name</b> City of Murfreesboro				<b>Edison Vendor ID</b> 4110	
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Assistance Listing Number</b>  <b>Grantee's fiscal year end</b> <b>June 30</b>			
<b>Service Caption</b> (one line only) FFY 2024 – 5307 Urbanized Area Program – Capital Assistance					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2025	\$27,500.0				\$27,500.00
<b>TOTAL:</b>	<b>\$27,500.00</b>				<b>\$27,500.00</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		Recipients apply directly to the Federal Transit Administration (FTA) for Section 5307 funds. Once their application has been approved by the FTA, recipients submit a request to TDOT Multimodal Division for matching funds.			
<b>Budget Officer Confirmation:</b> 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.			CPO USE - GG  Z-25-5307-03		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71302000			

Address # 12

**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 capital 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 provide all services and deliverables as described in their 49 U.S.C. § 5307 Program application submitted to and as approved by Federal Transit Administration (FTA).
- A.3. The Grantee shall abide by the provisions of 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions," to receive State funds to urbanized areas for transit capital assistance, and for transportation related planning. Specifically, the funds will be used for capital assistance as detailed in 49 U.S.C. § 5307 and FTA Circular C 9030.1E "Urbanized Area Formula Program: Program Guidance and Application Instructions."
- A.4. "Capital Projects" means those projects as defined in FTA Circular C9030.1E, "Urbanized Area Formula Program Guidance and Application Instructions," Chapter IV.
- A.5. 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 Grantee's 49 U.S.C. § 5307 Program application submitted to and as approved by the FTA; and
  - c. FTA Circular C 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions", or the most recently FTA approved updated circular.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on December 31, 2025, ("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 Twenty-seven Thousand, Five Hundred Dollars and No Cents (\$27,500.00) ("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 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, Suite1200  
 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 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 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](mailto: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](mailto: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. 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.
  - 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 five thousand dollars (\$5,000.00).

- 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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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 five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in

whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered

into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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](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
- 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.
- 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. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
  - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
  - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
  - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
  - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
  - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
    1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
      - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
      - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
      - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
    2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
      - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
      - b) Property Damage Liability – minimum of \$300,000.00 per incident.
      - c) Comprehensive – maximum deductible of \$500.00.
      - d) Collision – maximum deductible of \$500.00.
      - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

TDOT PROJECT NO.: 755307S3037  
FTA PROJECT NO.: TN2023-034-01  
DGA NO.: DG25-82435

- 3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
  - (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.
- E.10. Vehicle Disposal Process and Proceeds. The Grantee shall adhere to the disposal process described in the State Management Plan for Federal Transit Administration (FTA) Programs of the Tennessee Department of Transportation on file with the FTA, subject to the following exception pursuant to the Infrastructure Investment and Jobs Act (IIJA), 49 U.S.C. § 5334 (h)(4)(8): For rolling stock, equipment, and aggregate supplies that have met their minimum useful life and were (1) purchased with federal assistance, (2) with a fair market value of more than \$5,000, and (3) were sold after November 15, 2021, the Grantee may retain only a portion of the funds, in the amount of \$5,000 plus the percentage of the amount over \$5,000 that is proportional to the percentage of the State's share and the percentage of the local share in the original award. Any remaining federal share must be returned to the FTA and cannot be retained for public transportation use. If this Grant Contract includes federal funds, then the Grantee shall return any such remaining federal share to the State, and the State then will return the funds to FTA.
- E.11. 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.

**IN WITNESS WHEREOF,**

**CITY OF MURFREESBORO:**

**SHANE McFARLAND, MAYOR**

**DATE**

Signed by:

*Adam F Tucker*

12/12/2024

**ADAM TUCKER, CITY ATTORNEY**  
**APPROVED AS TO FORM AND LEGALITY**

**DATE**

TDOT PROJECT NO.: 755307S3037  
FTA PROJECT NO.: TN2023-034-01  
DGA NO.: DG25-82435

**DEPARTMENT OF TRANSPORTATION:**

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**HOWARD H. ELEY, COMMISSIONER**

**DATE**

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**LESLIE SOUTH, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

**DATE**

**ATTACHMENT ONE**

**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
<b>SCOPE—CAPITAL</b>					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$27,500.00	\$220,000.00	\$27,500.00	\$27,500.00	\$275,000.00
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					
<b>SCOPE—OPERATING</b>					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
<b>SCOPE—PLANNING</b>					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
<b>SCOPE—MANAGEMENT TRAINING</b>					
50.xx.xx Management Training					
<b>SCOPE—OVERSIGHT REVIEWS</b>					
51.xx.xx Oversight Review					
<b>SCOPE—RESEARCH PROJECTS</b>					
55.xx.xx Research Projects					
<b>SCOPE—SAFETY &amp; SECURITY</b>					
57.xx.xx Safety and Security					
<b>SCOPE - UNIVERSITY RESEARCH</b>					
70.xx.xx					
<b>SCOPE - Non-Add Scope Codes</b>					
99.xx.xx					
<b>SCOPE - OTHER</b>					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
<b>GRAND TOTAL</b>	\$27,500.00	\$220,000.00	\$27,500.00	\$27,500.00	\$275,000.00

\*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755307S3037  
 FTA PROJECT NO.: TN2023-034-01  
 DGA NO.: DG25-82435

**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**

Line Item Detail For: CAPITAL	State	Federal	Grant Contract	Grantee	Total Project
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$27,500.00	\$220,000.00	\$27,500.00	\$27,500.00	\$275,000.00
<b>TOTAL</b>	<b>\$27,500.00</b>	<b>\$220,000.00</b>	<b>\$27,500.00</b>	<b>\$27,500.00</b>	<b>\$275,000.00</b>

# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

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**Item Title:** Ordinance 24-O-46 – Amendment to Ethics Code  
[Second and Final Reading]

**Department:** Legal

**Presented by:** Adam F. Tucker

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider Ordinance 24-O-46 would amend the City’s Ethics Code by adding members of the BZA and Water Board to the list of City officials required to file annual financial disclosures.

**Staff Recommendation**

Adopt Ordinance 24-O-46 on second and final reading.

**Background Information**

In September, the City Council adopted Ordinance 24-O-25 which established a new Ethics Code for City officials and employees. The City’s previous ethics policy required certain City officials to file annual financial disclosures. These included members of the City Council, Planning Commission, Board of Zoning Appeals, and the Water Resources Board. A similar provision was included in Ordinance 24-O-25; however, the BZA and Water Resources Board were inadvertently excluded from the list of boards whose members would be required to file annual disclosures. Ordinance 24-O-46.

In addition, while the intended and legal effect of adopting Ordinance 24-O-25 was to repeal and replace the City’s existing ethics and conflict of interest polices, their repeal was not explicitly stated in Ordinance 24-O-25. Ordinance 24-O-46 makes their repeal explicit in the interest of clarity going forward.

**Council Priorities Served**

*Establish strong City brand*

Requiring financial disclosures for certain City officials fosters public trust in government.

**Operational Issues**

None

**Fiscal Impact**

None

**Attachments**

Ordinance 24-O-46

**ORDINANCE 24-O-46** amending the Murfreesboro City Code, Chapter 2. Administration, Article XV. Ethics Code, Section 2-324(A) regarding annual disclosures.

**WHEREAS**, the City Council adopted a new Ethics Code in September 2024;  
and

**WHEREAS**, the Board of Zoning Appeals and Water Resources Board were inadvertently left off the list of boards requiring annual disclosures; and

**WHEREAS**, while the intended and legal effect of adopting the Ethics Code was to repeal and replace the City’s existing ethics and conflict of interest polices, their repeal was not explicitly stated in Ordinance 24-O-25; and

**WHEREAS**, in the interest of clarity, it is prudent to declare that the City’s previously existing ethics and conflict of interest policies have been repealed;

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

SECTION 1. Section 2-324, Annual Disclosures, of the Murfreesboro City Code is hereby amended at subsection (A) to read:

(A) The disclosure requirements contained in this section shall apply to the following officials and employees: (1) the Mayor; (2) all members of City Council; (3) all members of the Planning Commission, Board of Zoning Appeals and Water Resources Board; and (4) the City Manager, the City Recorder, the City Treasurer, the City Attorney, and the City Judge.

SECTION 2. Resolution 07-R-20, Resolution 07-R-45, Employee Handbook Section 3012, Ethical Standards Policy, and Employee Handbook, Section 3013, Conflict of Interest, are hereby repealed and replaced by the Ethics Code in Chapter 2, Article XV of the Murfreesboro City Code, as amended by this Ordinance.

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

Passed:  
1<sup>st</sup> reading \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:  
  
\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:  
  
Signed by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2035E51F9401...  
Adam F. Tucker  
City Attorney

SEAL



# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

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**Item Title:** Rezoning property along 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 4.8 acres located along the south side of Joe B Jackson Parkway east of Elam Farms Parkway.

**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 December 4, 2024 regular meeting.

**Background Information**

Athena Hospitality Group presented to the City a zoning application [2024-418] for approximately 4.8 acres located along Joe B Jackson Parkway from H-I (Heavy Industrial District) to CH (Commercial Highway District). During its regular meeting on December 4, 2024, the Planning Commission conducted a public hearing on this matter and then voted to recommend approval of the rezoning of three parcels, including the undeveloped requested parcel, as well as the adjacent parcels developed with the gas station and the Taco Bell.

**Council Priorities Served**

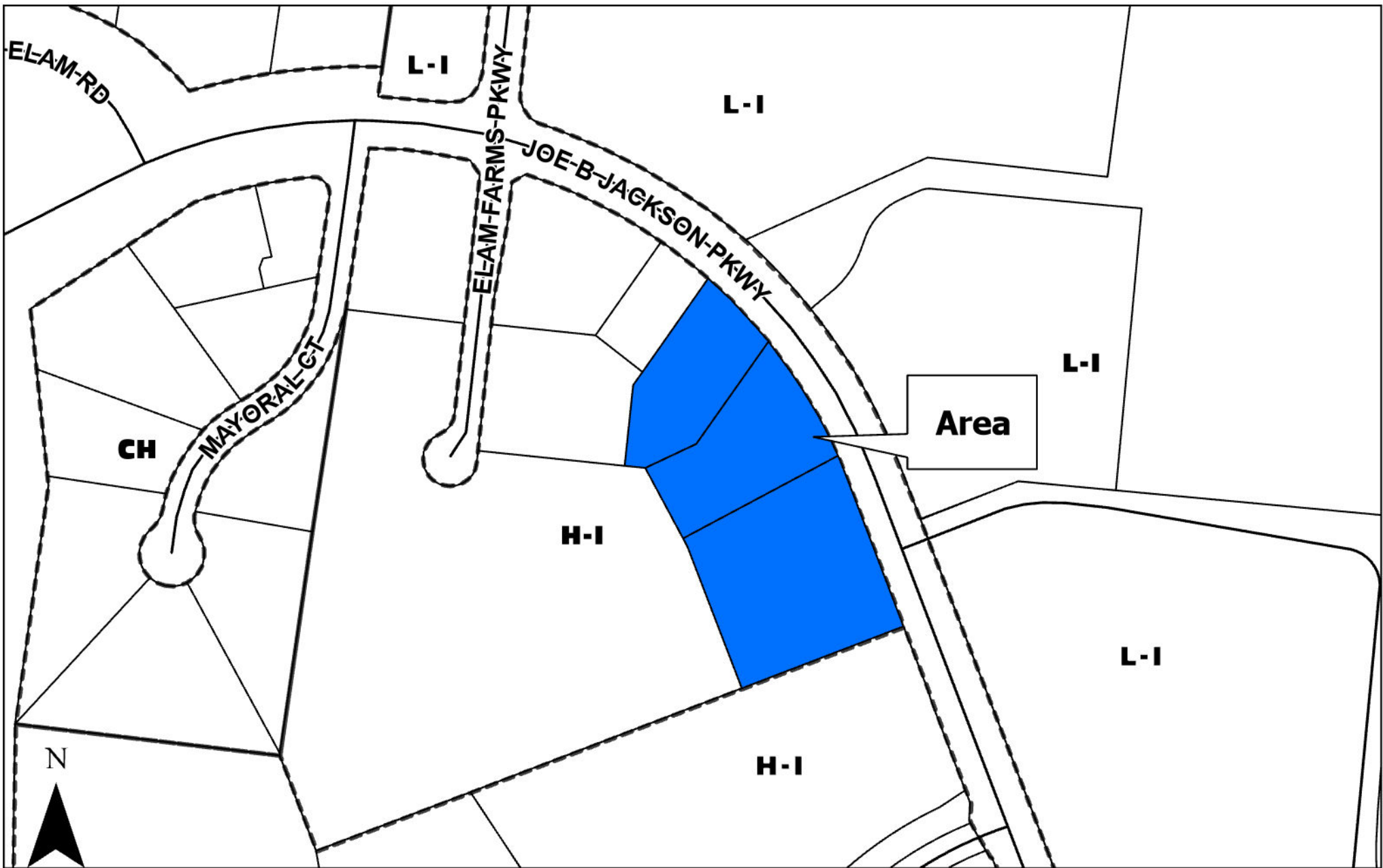
*Improve Economic Development*

This rezoning will enable additional commercial development along Joe B Jackson Parkway, which will provide employment opportunities for the community and generate tax revenue for the City. In addition, the applicant has indicated he would like to develop an extended-stay hotel on the property, which would offer additional lodging options for the existing and future industrial businesses along the Joe B Jackson corridor.

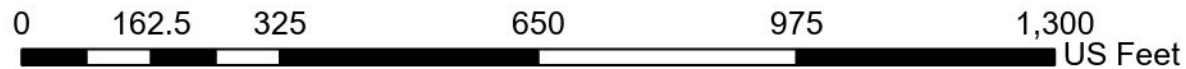
**Attachments:**

1. Ordinance 24-OZ-45

2. Maps of the area
3. Planning Commission staff comments from the 12/04/2024 meeting
4. Planning Commission minutes from the 12/04/2024 meeting
5. Other miscellaneous exhibits



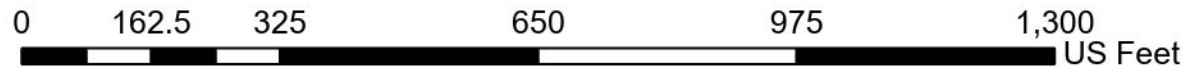
Rezoning request for property along Joe B Jackson Parkway  
H-I to CH



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



Rezoning request for property along Joe B Jackson Parkway  
H-I to CH



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

**MURFREESBORO PLANNING COMMISSION  
STAFF COMMENTS - DECEMBER 4, 2024  
PROJECT PLANNER: HOLLY SMYTH**

**4.a. Zoning application [2024-418] for approximately 8.17 acres located along Joe B Jackson Parkway to be rezoned from H-I to CH, Athena Hospitality Group applicant.**

The applicant, Athena Hospitality Group, is requesting to rezone their property under contract, with the dashed red line below, known as Tax Map 126, Parcel 050.36 from Heavy-Industrial (H-I) to Commercial Highway (CH) to allow for their proposed extended stay hotel project. The five adjacent lots to the northwest of this property, highlighted with the yellow dashed line only, are also being reviewed to potentially change to CH as well, as they are developing or have developed with commercial uses, as opposed to industrial uses, which are all allowed in the CH zone district. These additional parcels were added to the study area in order to look at the area more comprehensively and to assess whether a larger transition from CH to H-I would be warranted. A detailed analysis of legal implications of rezoning solely the applicant parcel versus the larger study area (in the context of “spot zoning”) will be provided to the Planning Commission at the meeting. All six properties are located along the south side of Joe B Jackson Parkway east of Elam Farms Parkway shown on the highlighted maps below. The following table summarizes the various property information. The real estate broker has reached out to adjacent properties and received some written confirmations of individual owners wanting to be rezoned to CH as denoted below. Additional information may be provided at the public hearing.

<u>Use</u>	<u>Tax Map &amp; Parcel and potential address</u>	<u>Acreage</u>	<u>Affirming individual zone change</u>
Vacant (potential extended stay hotel)	Tax Map 125, Parcel 050.36	2.34 acres	Original applicant
Gas station/convenience store	Tax Map 125, Parcel 050.35 at 1646 Joe B Jackson Pkwy	1.34 acres	Yes
Taco Bell under construction	Tax Map 125, Parcel 050.34 at 1634 Joe B Jackson Pkwy	1.11 acres	Yes
Waffle House restaurant	Tax Map 125, Parcel 050.33 at 1622 Joe B Jackson Pkwy	0.54 acres	
Vacant	Tax Map 125, Parcel 050.32	1.41 acres	
Vacant	Tax Map 125, Parcel 050.00	1.43 acres	Yes
<b>TOTAL</b>		<b>8.17 acres</b>	



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

As shown on the map above, all six of the properties are currently zoned Heavy Industrial (H-I). The surrounding area consists of either Heavy Industrial or Light Industrial zoning on all sides. A pocket of some Commercial Highway (CH) zoned property is located 300’ west of the proposed six properties closer to the I-24 interchange. The southernmost of the subject properties, which is proposed to be developed with an Extended Stay Hotel, has already received a sewer allocation variance for a hotel use. South of this red dashed property, Tax Map 126. Parcel 050.45 was recently purchased by TDOT with the intent of being developed into their maintenance yard which is a more intense heavy industrial land use. The developed Key Oil site is due west of the red dashed parcel, that originally triggered the entire area being zoned to H-I. Other surrounding land uses include a mixture of other large scale industrial buildings with some vacant properties.

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

The Future Land Use Map (FLUM) of the *Murfreesboro 2035 Comprehensive Plan* indicates “General Industrial” as the most appropriate land use character for the six parcels, as shown on the map below. The intent of the “*General Industrial*” land use classification is to provide facilities for design, assembly, finishing, packaging, and storing of products or materials that have usually been processed at least once. These activities are generally characterized as “clean”, since they produce a relatively small amount of environmental outputs. The general characteristics of “*General Industrial*” is predominantly characterized by large parking and storage yards and minimal greenspace.

General industries include facilities for administration, research, assembly, storage, warehousing, and shipping. Zoning Districts other than the suggested compatible districts of LI, GI, and PID may be evaluated on a case-by-case basis (suggesting districts such as H-I and CH might be appropriate to evaluate).

Within 300' west of the proposed zone change area, the land use designation is “*General Commercial*”. Auto-Urban environments tend to have commercial uses that include higher intensity with a trade area outside of Murfreesboro and/or require a large amount of land for their operations. Uses include regional shopping centers, grocery, hotels, gas stations, restaurants, and “big box” retailers. Due to the potential for these uses to generate high traffic volumes, their location should be on or with adequate access to arterial roadways.



The March 2023 *Update to Murfreesboro 2035 Comprehensive Plan Chapter 4 : Land Use Addendum* (aka “*Addendum*”) at pages 2-4 states that there are certain input factors that were important considerations that were integrated into the Future Land Use Map revisions which included: fostering or creating economic development, creating a better quality of life, including but not limited to a sense of community, healthy neighborhoods, and that “a transition policy would be established to give flexibility within or between property lines to allow land use policy to be shaped relative to a site’s context as well as its designated property boundary.” Additionally, “reasons to allow for transition flexibility.....should be evaluated based upon a site’s specific surrounding context and the current goals of city leadership.”

Some examples of where transitions or changes might occur include where “current land development patterns support the expansion or contraction of a specific land use boundary or a land use change.” Because half of the subject parcels have already been developed with these types of “General Commercial” uses, some of this area might be

considered ripe for application of the transitional policy to a commercial designation. However, Guiding Principle 11 on page 6 of the Addendum, encourages development patterns that “provide appropriate transitions and/or buffering between differing land use intensities”.

If the rezoning request is approved, 10'-wide Type A landscape buffers would be required to be installed with the development of the CH parcel where it abuts an H-I parcel, as well as with the development of the H-I parcel where it abuts a CH parcel. However, when two adjacent parcels have the same zone designation, as is the case now, no landscape buffer would be required with new construction; only the standard perimeter planting yards would be required. As to uses, the CH zone district allows convenience stores, gasoline sales, restaurants, drive-thrus, and extended stay hotel in existence or envisioned, but some of the uses that it would not allow include automotive/motor Vehicle repair, automobile body shop, motor vehicle sales, rental (other than automobiles) or (medium & heavy duty commercial vehicles), crematory, gun sales, livestock auction, and most “Industrial” classified uses (see Chart 1 attached). Several of the existing owners have provided written support of the zone change for the primary parcel as well as their own parcel per the attached supporting correspondence that were captured in the above summary table. If additional written information is obtained between now and the meeting, that correspondence will be shared with the Planning Commission

The Planning Commission will need to determine whether or not the request for rezoning a single parcel or multiple parcels is consistent with the transition intent of the comprehensive plan. If not, the Planning Commission will need to decide whether or not this is an appropriate deviation from the recommendations of the Comprehensive Plan.

### **Department Recommendation**

Staff would be supportive of a zone change to all 6 parcels to CH given the above background and the following reasons:

- 1) The uses of the existing developed parcels in the study area are more commercial in nature and the undeveloped parcels in the study area are expected to develop with commercial uses as well, rather than potentially intense uses of the H-I district, creating a more contiguous transitional area between the more commercial area near the interchange to the more industrial area further away from the interchange.
- 2) A Type A buffer will be required to be installed on both sides of the lot lines where CH zoning is adjacent to H-I zoning, which will assist in mitigating negative impacts from potentially incompatible uses.



### **Action Needed**

The applicant will be present at the Planning Commission to provide further information on the proposed zoning request. The Planning Commission should conduct a public hearing, after which it will need to formulate a recommendation to City Council.

### **Attachments:**

Ortho Zone Map  
No-ortho Zone Map  
Zoning Ordinance Chart 1  
Correspondence of Support for Zone Change

Chart 1  
Page 1 of 8

Revised by Ordinance 24-O-31 passed October 17, 2024

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

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<b>INSTITUTIONS</b>																											
Adult Day Care Center	S	S	S	S	S	S	S	S	S	S		X	X	X	X	X	X		X	X	X	S	X	X			
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	S	X	S	X	X	X		X	X	X	X	X	X	X			
Airport, Heliport <sup>2</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S			S			S	S	S						
Church <sup>13</sup>	S	S	S	S	S	S	S	X	X	S	S	S	X	X	X	X	X	X	X	X	X	S	S	X	X		
College, University												X	X			X	X						X		X		
Day-Care Center							S	S	S		S	S	S	X	X	X	X	X	X	X	X	S	S	S	S		
Family Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X		X	X	X	X	X	S	S	S	X		
Group Day-Care Home	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X		X	X	X	X	X	S	S	S	S	X	
Hospital												X	X			X	X		X	X	X	X	X	X			
Lodge, Club, Country Club <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	S		
Mental Health Facility												X	X	X		X	X		X	X	X			X	X		
Morgue																X	X		X	X	X		X	X			
Museum							S	S	S			S	S	S	X	X	X	X	X	X	X	S	S	S	X	S	
Nursery School							S	S	S		S	S	S	S	S	X	X	X	X	X	X	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							
Philanthropic Institution							S	S	S			X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Public Building <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	X		
Recreation Field <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X		X	X	X	S	S	S	X	X	
Senior Citizens Center	S	S	S	S	S	S	S	X	X	S		X	X	X	X	X	X		X	X	X	S	X	X			
School, Public or Private, Grades K - 12 <sup>13</sup>	S	S	S	S	S	S	S	S	S	S	S	S	S	X	X	X	X	X	X	X	X	S	S	S	X		
Student Center							S	S				S	S	S	S	X							S	S	X		
Technology/Vocation School (indoor)												X		X	X	X			X	X	X		X	X			
Trade School (includes outdoor)																			X	X	S						
<b>AGRICULTURAL USES</b>																											
Customary General Farming	X <sup>5</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X <sup>6</sup>	X	X	X	X <sup>6</sup>	X	X	X	X	X	X	X	X	X	X	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			
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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<b>COMMERCIAL</b>																											
Adult Cabaret																				X <sup>a</sup>							
Adult Entertainment Center																				X <sup>a</sup>							
Adult Motel																				X <sup>a</sup>							
Adults-Only Bookstore																				X <sup>a</sup>							
Adults-Only Motion Picture Theater																				X <sup>b</sup>							
Amusements, Commercial Indoor															X	X	X	X	X	X	X	X				S	
Amusements, Commercial Outdoor excluding Motorized																X	X			X	X	X				S	S
Amusements, Commercial Outdoor Motorized except Carnivals																				S	S	S					
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		X		
Artisan Use < 3,000 sf, other than enumerated elsewhere															X	X	X	X	X	X	X						
Automobile Body Shop <sup>12</sup>																				X	X						N
Automotive/Motor Vehicle Repair <sup>12</sup>																				X	X	X					N
Automotive/Motor Vehicle Service															S	X	X			X	X	X					
Bakery, Retail															X	X	X	X	X	X	X	X					
Bank or Credit Union, Branch Office or Main Office											X	X	X	X	X	X	X	X	X	X	X	X					
Bank, Drive-Up Electronic Teller											X	X	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	X		X			
Beer, Packaged															X	X	X			X	X	X					
Boat Rental, Sales, or Repair																				X	X	X					N
Book or Card Shop																				X	X	X					
Brewery, Artisan <sup>29</sup>												X	X	X	X	X	X	X	X	X	X	X		X			
Brewery, Micro <sup>28</sup>																X		X	X	X	X	X					
Brewpub <sup>30</sup>															X	X	X	X	X	X	X	X					
Business and Communication Service											X	X	X	X	X	X	X	X	X	X	X	X					
Business School											X	X	X	X	X	X	X	X	X	X	X	X					
Campground, Travel-Trailer Park																				S	S	S					N
Carnivals																S				S	S	S			S		N

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Catering Establishment												X	X	X	X	S	S	S	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	X						N
Crematory																S	S	S	S	S	S						N
Data Center ≤15,000 SF												X			X	X		X	X	X	X						N
Department or Discount Store															X	X	X	X	X	X	X						N
Distillery, Artisan <sup>29</sup>																X		X	X	X	X						
Drive-In Theater																X		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		X	X	X	X					X	
Fireworks Retailer																S		S	S	S	S						N
Fireworks Seasonal Retailer															S	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	X						
Garden and Lawn Supplies																S	X	X	X	X	X						
Gas--Liquified Petroleum, Bottled and Bulk																X		X	X	X	X						
Gasoline Sales														X	X	X	X		X	X	X						N
General Service and Repair Shop																X		X	X	X	X						
Glass--Auto, Plate, and Window																X	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	X						N
Grocery Store														X	X	X	X	X	X	X	X						
Group Assembly, <250 persons												S	S			X	X	X	X	X	X	S	S	S			
Group Assembly, >250 persons												S	S			S	S	S	S	S	S	S	S	S			
Ice Kiosk, Automated															X	X		X	X	X	X						N
Interior Decorator												X	X	X	X	X	X	X	X	X	X		X				N*
Iron Work																X		X	X	X	X						
Janitorial Service															X	X	X	X	X	X	X						
Kennels																X		X	X	X	X						N
Keys, Locksmith															X	X	X	X	X	X	X						

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Laboratories, Medical												X	X		X	X	X		X	X	X	X	X				
Laboratories, Testing															X	X	X		X	X	X						
Laundries, Self-Service															X	X	X		X	X	X						
Lawn, Tree, and Garden Service																X			X	X	X						
Liquor Store																X	X	X		X	X	X					N
Livestock, Auction																			X	X	X						N
Lumber, Building Material																			X	X	X						N
Manufactured Home Sales																			X	X							N
Massage Parlor																			X <sup>8</sup>								
Motor Vehicle: Sales, Rental (Automobiles) <sup>3</sup>																S	S		X <sup>3</sup>	X <sup>3</sup>	X <sup>3</sup>						N
Motor Vehicle: Sales, Rental (Other Than Automobiles) <sup>3</sup>																			X <sup>3</sup>	X <sup>3</sup>	X <sup>3</sup>						N
Motor Vehicle: Sales, Rental, Repair (Medium & Heavy Duty Commercial Vehicles) <sup>3</sup>																			X <sup>3</sup>	X <sup>3</sup>							N
Movie Theater																X	X	X	X	X	X	X					
Music or Dancing Academy																X	X	X	X	X	X						
Offices												X	X	X	X	X	X	X	X	X	X	X <sup>5</sup>	X <sup>5</sup>	X <sup>5</sup>			
Optical Dispensaries												X	X		X	X	X	X	X	X	X	X	X	X			
Parking Structure																X	X	X	X	X	X	X			X	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						
Pet Crematory																			S	S	S						N
Pet Funeral Home																X	X		X	X	X						N
Pet Shops																X	X	X	X	X	X						
Pharmacies, Apothecaries												X	X	X	X	X	X	X	X	X	X	X	X	X			
Plasma Donation Center																			X	X	X			X			
Radio, TV, or Recording Studio																X	X	X	X	X	X						
Radio and Television Transmission Towers																S	S		S	S	S				S		N
Rap Parlor																			X <sup>9</sup>								
Restaurant and Carry-Out Restaurant																X	X	X	X	X	X						
Restaurant, Drive-In																X			X	X	X						N
Restaurant, Specialty																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						
Retail Shop: Tobacco, Vape, Dispensary <sup>31</sup>																X <sup>31</sup>			X <sup>31</sup>	X <sup>31</sup>	X <sup>31</sup>						N
Salvage and Surplus Merchandise																X			X	X	X						N

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

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

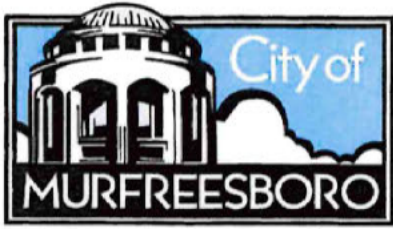


Chart 1  
Page 8 of 8

Revised by Ordinance 24-O-31 passed October 17, 2024

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS																			OVERLAY								
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	OG	CL	CF <sup>14</sup>	CH	MU	CBD	HI		GI	LI	CM-RS-8	CM-R	CM	CU	P	cco
Saw Mills																				X								N
Scrap Metal Processors																				S								N
Scrap Metal Distribution and Storage																				S								N
Scrap Processing Yard																				S								N
Secondary Material Dealers																				S								N
Silverware and Cutlery																				X	X	X						N*
Small Moulded Metal Products																				X	X							N
Sporting Goods																				X	X	X						N
Stone, Clay, Glass, and Concrete Products																				X	X							N*
Textile, Apparel Products, Cotton—Factoring, Grading																				X	X	X						N*
Textile, Apparel Products, Cotton Gin																				X	X							N
Tire Manufacture																				X	X							N
Tobacco Products																				X	X							N
Toiletries																				X	X	X						N*
Transportation Equipment																				X	X	X						N
Warehousing, Transporting/Distributing <sup>18</sup>																				X	X	X						N
Winery <sup>20</sup>																				X	X	X						N
<b>TRANSPORTATION AND PUBLIC UTILITIES</b>																												
Bus Terminal or Service Facility																				X	X	X						
Electric Transmission, Gas Piping, Water/Sanitary																												
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								N
Garbage or Refuse Collection Service																				X	X							N
Gas, Electric (Including Solar Farms), Water, Sewerage Production and/or Treatment Facility,																				X	X	S						
Landfill <sup>19</sup>																				S								N
Post Office or Postal Facility															X	X	X	X	X	X	X	X						
Railroad Station/Terminal																				S	S	S						
Refuse Processing, Treatment, and Storage																				S								N
Telephone or Communication Services															X	X	X	X	X	X	X							
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



T E N N E S S E E

Creating a better quality of life

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

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

Procedure for applicant:

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: Athena Hospitality Group c/o Nash Desai

Address: 4756 Houston Rd City/State/Zip: Florence, KY 41042

Phone: 615-290-6771 E-mail address: [Redacted]

PROPERTY OWNER: 1 Fish Creek LP

Street Address or property description: Along Joe B Jackson Parkway

and/or Tax map #: 126 Group: Parcel (s): 50.36,50.35,50.34,50.33,50.32,50.00

Existing zoning classification: HI

Proposed zoning classification: CH Acreage: 8.12

Contact name & phone number for publication and notifications to the public (if different from the applicant): Matt Taylor 615-890-7901

E-mail: [Redacted]

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

DATE: 10/17/2020

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

Date received: MPC YR.: MPC #:

Amount paid: Receipt #:

**John Harney**

---

**From:** patel tejas <[REDACTED]>  
**Sent:** Friday, November 15, 2024 4:25 PM  
**To:** John Harney  
**Subject:** Re: Joe B Jackson Pkwy - Proposed Woodsprings Suites Rezoning

1646 JOE B JACKSON PKWY - SHELL C-STORE

Dear sir or madam,

As the property owner immediately adjacent to this site, I would be in full support of this rezoning. I think a hotel of this quality will be an excellent addition to the Joe B Jackson area and actually provide more good business activity for all in this area. Since my business use is allowed in both the commercial highway and industrial zoning districts I wouldn't be opposed to being rezoned as well.

Please contact me if you have further questions. Again I am in full support of the proposed rezoning.

Signed  
Tejaskumar Patel

On Nov 15, 2024, at 4:04 PM, John Harney <[REDACTED]> wrote:

TJ,

The Sellers of the 2.3 acre parcel just adjacent to your convenience store are having to request rezoning of this site from Heavy Industrial HI to Commercial Highway CH to allow a Woodspring Suites hotel to be built in that location. (See the attached proposed hotel elevation and site plan.) The City of Murfreesboro present zoning ordinance allows only a traditional hotel but not an extended stay hotel in industrial zoned areas. The City has asked me to reach out to the adjoining property owners to inquire of their willingness to allow this rezoning. All property owners that I have discussed this with think this hotel use would be an asset to the Joe B Jackson Pkwy. area and promote more business for the surrounding properties.

The City is concerned that a one parcel rezoning would be considered a spot zoning. They have also asked if the surrounding properties would be opposed to their parcel being rezoned to commercial highway as well to alleviate

this concern.

I would appreciate your response and I certainly think a new quality hotel would be an excellent addition to the area. The Murfreesboro Planning Commission will conduct a public hearing for this rezoning on Nov. 20<sup>th</sup> at 6 PM in the City Hall chambers.

Please give me a call with any questions concerning this and would appreciate a response back by Tuesday if you can.

Thanks, John

<Joe B Jackson Pkwy Area Aerial - Proposed Woodsprings Suites Site Location 11-15-24.pdf>

<Joe B Jackson Pkwy Proposed Woodspring Suites Hotel Elevation & Site Plan 11-15-24.pdf>

**From:** [REDACTED]  
**Subject:** [EXTERNAL]- FW: {EXTERNAL}FW: Joe B Jackson Pkwy - Proposed Woodsprings Suites Rezoning  
**Date:** Tuesday, November 26, 2024 9:08:42 AM  
**Importance:** High

---

You don't often get email from john@parktrust.com. [Learn why this is important](#)

Holly,

See the Taco Bell site owners approval email response below to my ask that they agree to be rezoned to CH.

Thanks, John

---

**From:** Homayoun Aminmadani [REDACTED] t>  
**Sent:** Tuesday, November 26, 2024 8:45 AM  
**To:** John Harney <[REDACTED]>  
**Cc:** Homayoun Aminmadani <[REDACTED]>  
**Subject:** RE: {EXTERNAL}FW: Joe B Jackson Pkwy - Proposed Woodsprings Suites Rezoning

We are in agreement with this,  
Homey

---

**From:** John Harney [REDACTED] >  
**Sent:** Tuesday, November 26, 2024 8:29 AM  
**To:** Homayoun Aminmadani [REDACTED] >  
**Subject:** RE: {EXTERNAL}FW: Joe B Jackson Pkwy - Proposed Woodsprings Suites Rezoning  
**Importance:** High

Homey,

Would you mind responding back to this email that you would not be opposed to your parcel being rezoned to CH commercial highway? This zoning by right allows your present use and most all other commercial retail uses. The City is saying they want to rezone all four front parcels to CH so as not be just spot zoning the one for the hotel. Most everyone I've talked with in the Joe B Jackson Pkwy area is happy with the prospect of a nice hotel coming to the area.

Thanks, John

**John Harney**  
**Park Trust Commercial, LLC**  
**Park Trust Development/CEO**  
**1225 Garrison Drive, Suite 202**  
**Murfreesboro TN 37129**  
**C: (615) 542-0715**  
**O: (615) 234-5020**

---

**From:** Homayoun Aminmadani [REDACTED]  
**Sent:** Monday, November 18, 2024 1:07 PM  
**To:** John Harney [REDACTED] >; John Miljanich <[REDACTED]>;  
Imaan Ferdowsi [REDACTED] >; Shareef Aminmadani [REDACTED] >; Joanna Ross  
[REDACTED] >  
**Subject:** Fwd: {EXTERNAL}FW: Joe B Jackson Pkwy - Proposed Woodsprings Suites Rezoning

John. Taco Bell is in agreement with the reasoning of your property on Joe B Jackson pkwy so long as it doesn't affect the operation of a Taco Bell.

Thank you.

Homey Aminmadani.

Sent from my iPhone

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2024

6:00 P.M.

COUNCIL CHAMBERS

## MEMBERS PRESENT

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

## STAFF PRESENT

Ben Newman, Dir. of Land Mngt. & Planning  
Matthew Blomeley, Assistant Planning Director  
Holly Smyth, Principal 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. Public Hearings and Recommendations to Council:

**Zoning application [2024-418] for approximately 8.17 acres located along Joe B Jackson Parkway to be rezoned from H-I to CH, Athena Hospitality Group applicant.**

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

Mr. John Tully provided a brief legal synopsis regarding spot zoning.

Chair Kathy Jones opened the public hearing.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION MEETING DECEMBER 4, 2024

1. **Mr. John Harney (real estate broker representing the application)** said that he had discussions with the adjoining property owners who consented to rezoning their properties to CH, except the owners of Waffle House.

Chair Kathy Jones closed the public hearing.

There being no further discussion, Ms. Jami Averwater made a motion to approve the zoning application for only the requested parcel and the two adjacent parcels to the northwest, subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

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

Nay: None

**Mandatory Referral [2024-725] to consider the abandonment of two segments of East Northfield Boulevard right-of-way, Haury & Smith Contractors, Inc. applicant.** Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

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

There being no further discussion, Ms. Jami Averwater moved to approve the mandatory referral subject to all staff comments, including all recommended conditions of approval



**ORDINANCE 24-OZ-45** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 4.8 acres located along Joe B. Jackson Parkway from Heavy Industrial (H-I) District to Commercial Highway (CH) District; Athena Hospitality Group, applicant, [2024-418].

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

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

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

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

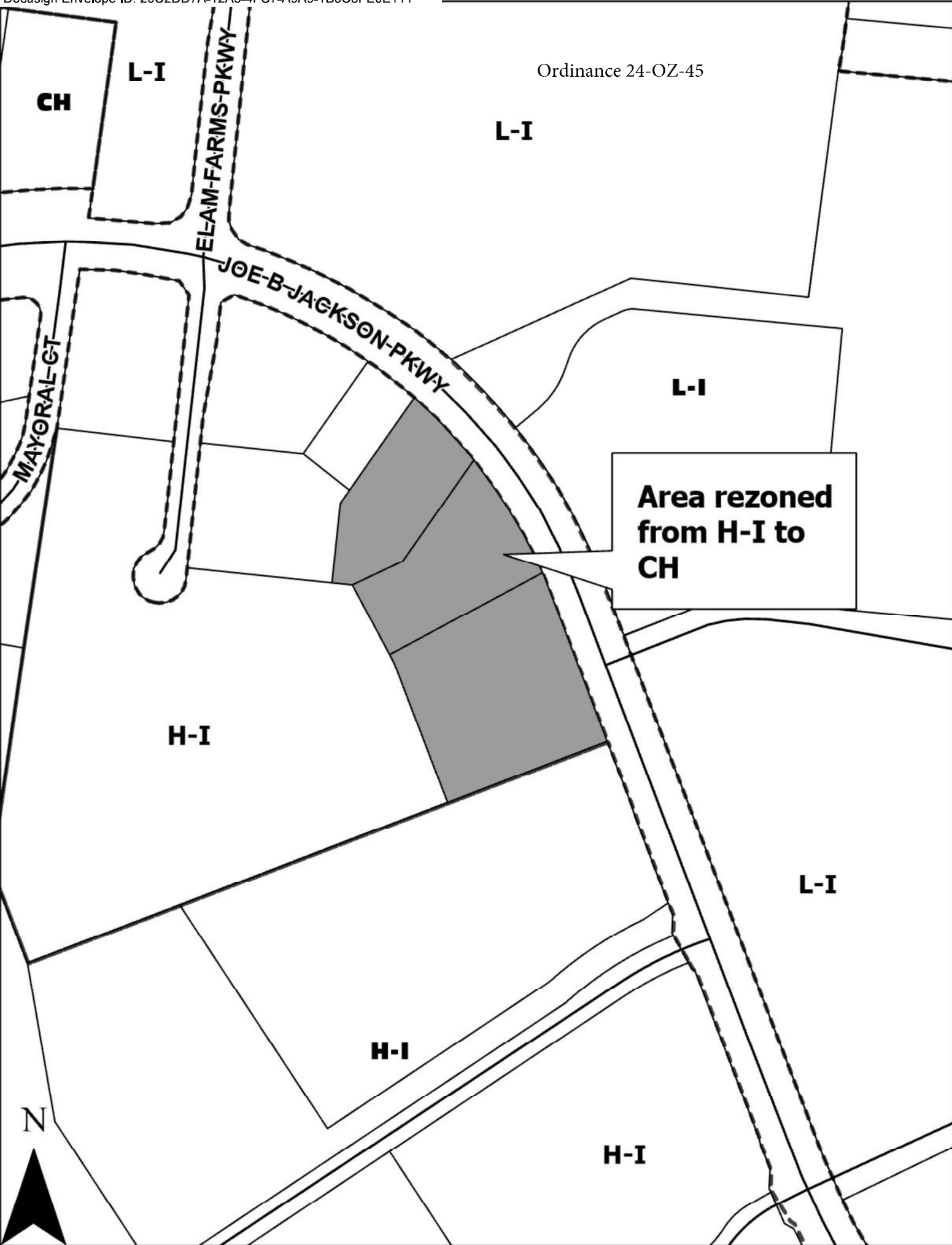
Passed: \_\_\_\_\_  
1<sup>st</sup> reading \_\_\_\_\_  
2<sup>nd</sup> reading \_\_\_\_\_

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

ATTEST:  
  
\_\_\_\_\_  
Erin Tucker  
City Recorder

APPROVED AS TO FORM:  
  
Signed by:  
*Adam F. Tucker*  
\_\_\_\_\_  
43A2038E51F9401...  
Adam F. Tucker  
City Attorney

SEAL



**CH**

**L-I**

Ordinance 24-OZ-45

**L-I**

**ELAM-FARMS-PKWAY**

**JOE-B-JACKSON-PKWAY**

**MAYORAL-CT**

**L-I**

**Area rezoned  
from H-I to  
CH**

**H-I**

**L-I**

**N**

**H-I**

**H-I**

# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

---

**Item Title:** Sewer Allocation Variance- Greenland Drive – Mixed-Use Development

**Department:** Planning

**Presented by:** Brad Barbee, Principal Planner

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

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

**Staff Recommendation**

Approval of variance request allowing higher single-family unit equivalent density (sfu) by approximately two sfu’s for the proposed mixed-use development.

**Background Information**

The Planning Department has conducted a public inquiry meeting with a developer for a proposed rezoning application for a mixed-use development located along the north side of Greenland Drive across the street from the MTSU campus. The property is proposed to be zoned Planned Unit District (PUD), which only allows four single family units (sfu) per acre. The development consists of approximately 2,700 ft<sup>2</sup> of commercial space and four single-family residential attached dwellings.

The subject lot is ≈0.82 acres in size, allowing for only 3.28 sfu. The anticipated usage is approximately five sfu; therefore, the proposed mixed-use development requires a variance from the allowable estimated sewer flow. MWRD finds that the system can handle the increased flow from this development. Staff recommends the requested variance is justified by the job creation and tax revenue.

**Council Priorities Served**

*Improve economic development*

The proposed mixed-use development will create jobs within the community and provide the City and MWRD additional revenue. In addition, the Planning Department has anticipated the redevelopment of the properties along the north side of this segment of Greenland Drive for some time and is hopeful that this can be a catalyst for additional reinvestment in this area in the future.

**Concurrence**

MWRD concurs with the request based on sewer system capacity and indicates that the sanitary sewer collection system can convey the estimated sewer flows resulting from this development and can accommodate the request to vary from the density requirements. MWRD advises that variance requests be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to the proposed development requesting a variance.

**Fiscal Impact**

The development will generate tax and fee revenue as well as pay one-time development fees.

**Attachments**

1. Request letter from applicant
2. Concept site plan
3. Memo from MWRD

December 26, 2024

Mr. Ben Newman  
City of Murfreesboro  
111 W. Vine St.  
Murfreesboro, Tennessee 37130

RE: 1603/1607 Greenland Drive Sewer Allocation Variance Request  
Murfreesboro, Tennessee  
SEC Project No. 24210

Dear Mr. Newman:

Please accept this as our variance request for the proposed site to be located along the North side of Greenland Drive. The property in question is approximately 0.82 acres in size and is zoned RS-10 but anticipates to request rezoning to PUD. The sewer allocation ordinance allows for 3.0 sfue/acre or 780 gpd/acre sewer flow for RS-10 property. For this property, the allocation ordinance would allow 640 gpd or 2.46 sfue. The projected average sewer usage is 1300 gpd or 5 sfue.

Given this information, Dr Aggarwal requests a variance from the sewer allocation ordinance to grant an **additional 2.5 sfue** of sewer flow.

We appreciate the opportunity to present this variance and the opportunity to create new jobs, bring additional tax revenue to the City of Murfreesboro through increased sales and property taxes, as well as better serve our customers, your residents, with better accessibility to this site.

If you have any questions or need additional information, please contact me at 890-7901 or via email at [mtaylor@sec-civil.com](mailto:mtaylor@sec-civil.com).

Sincerely,



Matt Taylor, P.E.  
Vice-President  
SEC, Inc.

**CONCEPTUAL SITE PLAN**  
MURFREESBORO, TN

LAND USE DATA:  
EXISTING ZONING CLASSIFICATION: RS-10  
PROPOSED ZONING CLASSIFICATION: PUD

TOTAL LAND AREA: ±0.82 ACRES  
TOTAL NUMBER OF UNITS: 4 LOTS  
DENSITY: 4 LOTS/0.82 ACRES= ±4.88 UNITS/ACRE

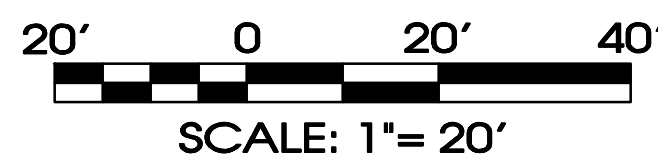
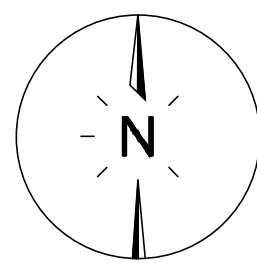
REQUIRED OPEN SPACE: ±0.16 ACRES (20%)  
PROVIDED OPEN SPACE: ±0.30 ACRES (36.59%)

REQUIRED FORMAL OPEN SPACE: 2,000 SF  
PROVIDED FORMAL OPEN SPACE: ±2,062 SF

PARKING REQUIREMENTS:  
NUMBER OF BEDS PER TOWNHOME UNIT:  
2) 2-BEDROOM UNITS (2 X 2.2 SPACES) = 4.4 SPACES  
2) 3-BEDROOM UNITS (2 X 3.3 SPACES) = 6.6 SPACES  
REQUIRED TOWNHOME SPACES (4 UNITS X 2.2 SPACES) = 11 SPACES

1ST FLOOR COMMERCIAL AREA: ±2,700 SF  
REQUIRED SPACES (1 SPACES / 300 SF) = 9 SPACES

TOTAL PARKING REQUIRED = 20 SPACES  
TOTAL PARKING PROVIDED = 20 SPACES + 1 HC SPACE



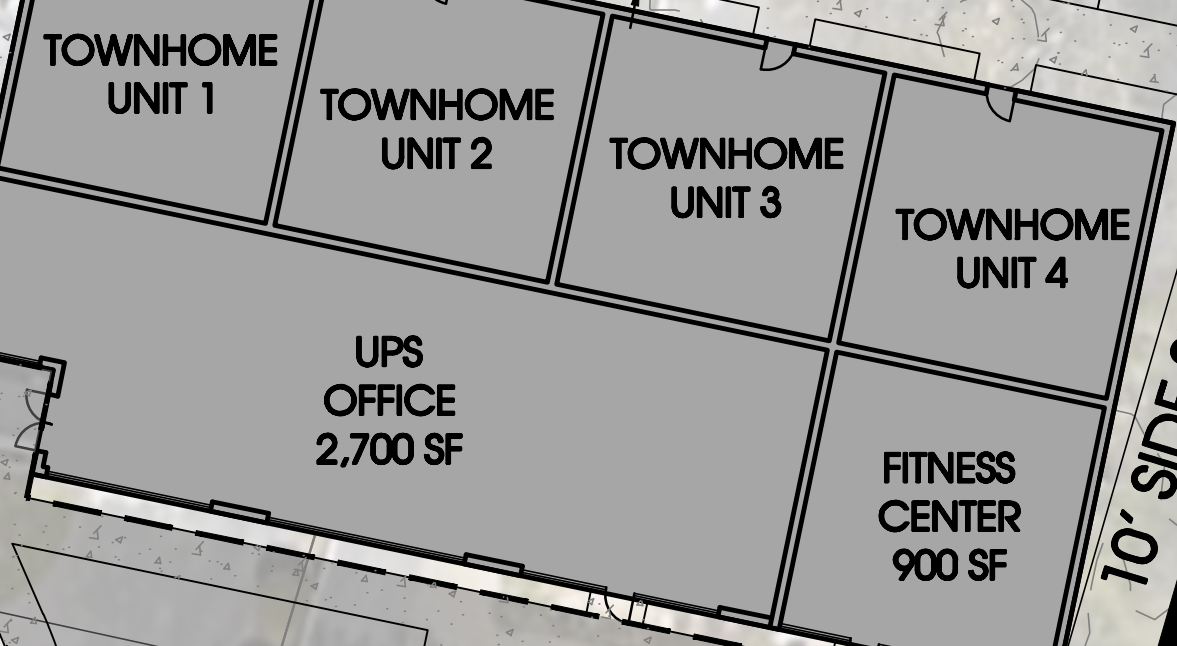
**SOLID WASTE ENCLOSURE (TO BE SCREENED WITH WALL OR FENCE)**

MAP 906 B PARCEL 10.00  
EAST DAVID BROCK  
R.B. 1668, P.G. 3361  
ZONED: RS-10

MAP 906 B PARCEL 16.01  
COLLEGE POINTE PARTNERSHIP  
R.B. 1294, P.G. 3463  
ZONED: RM-16

**PEDESTRIAN CONNECTION TO COLLEGE POINTE APARTMENTS**

MAP 906 B PARCEL 7.00  
MCKINION ROBERT LEWIS (LE)  
R.B. WB68, P.G. 9  
ZONED: RS-10



FORMAL OPEN SPACE  
±2,062 SF

EXISTING BIKE LANE REALIGNMENT

PROPOSED LEFT-TURN LANE

**CHAMPION WAY (PRIVATE)**

EXISTING BIKE LANE REALIGNMENT

**GREENLAND DRIVE**

**BROWN DRIVE**

**SEC, Inc.**  
SITE ENGINEERING CONSULTANTS  
ENGINEERING • SURVEYING • LAND PLANNING  
LANDSCAPE ARCHITECTURE  
850 MIDDLE TENNESSEE BOULEVARD  
MURFREESBORO, TENNESSEE 37129  
PHONE: (615) 890-7901 WWW.SEC-CIVIL.COM FAX: (615) 895-2567  
NO PORTION OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF SEC, INC. © 2024



**Aggarwal Property**  
**1603 & 1607 Greenland Drive**  
Murfreesboro, TN

REVISIONS:	
DRAWN: SWL	
DATE: 10-09-2024	
CHECKED: RSM	
FILE NAME: Concept_Plan	
SCALE: 1" = 20'	
JOB NO. 24210	
SHEET: CP1.0	

Concept Plan 'E'



*... creating a better quality of life*

# MEMORANDUM

DATE: January 8, 2025

TO: Ben Newman

FROM: David Pendley

SUBJECT: 1603-1607 Greenland Drive  
Sewer Allocation Ordinance (SAO)  
Variance Request

---

## **Sewer System Capacity**

The sanitary sewer collection system can convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning.

## **Effects within Basin by Providing Variance to Sewer Allocation**

Per the most recent sewer connection model of the system and per the 2023 Sewer Allocation report, this Basin MF03 currently has capacity for 4257 connections. By committing sewer service to this development, staff has determined that Basin MF03's sewer connection capacity will be reduced by 5 connections, resulting in 4252 available connections for future developments. Currently, staff has determined there is capacity downstream of the site. Please note that while each building is counted as one sewer connection, the current single-family unit (sfu) equivalency based on estimated water usage data is determined to be 1,300 gallons per day (gpd) or 5 sfu's, resulting in a larger sewer discharge than the 400 gpd per connection average the model is based upon.

Per the existing Residential (RS-10) zoning (allotted 3.0 sfu/acre) and acreage, 0.82 acres, the property is allowed 2.46 sfu's. Per the proposed zoning of PUD (allotted 4.0 sfu/acre) and acreage, 0.82 acres, the property is allowed 3.28 sfu's. Therefore, taking the proposing zoning into consideration, the development is requesting a variance of 2 sfu's.

The area surrounding MTSU 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.

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](http://www.murfreesborotn.gov)

## **COUNCIL COMMUNICATION**

**Meeting Date: 01/16/2025**

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**Item Title:** Contract Renewal Rollins Brush and Limb Collection

**Department:** Solid Waste

**Presented by:** Russell Gossett, Director of Solid Waste

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider contract renewal for Rollins dba REC Pro for brush and limb collection

**Staff Recommendation**

Approve the renewal of REC Pro brush and limb collection contract.

**Background Information**

A renewal is required for the current REC Pro contract to keep their services for brush and limb collection. This renewal will serve the City until January 8, 2026. REC Pro won the bid for services awarded in January 2023 with an annual contract total of \$1,456,800. That contract allows REC Pro to be renewed each year, not to exceed three years total. In 2024, REC Pro served 35,046 homes with 3,500 tons of yard waste monthly.

**Council Priorities Served**

*Responsible budgeting*

This contract was selected as the lowest, most responsible bidder. This contract renewal allows for the City's priorities to be served at a responsible cost.

**Fiscal Impact**

The expense, \$727,350 is budgeted in the FY25 operational budget with the remaining \$729,450 to be approved in FY26 operational budget.

**Attachments**

REC Pro letter of renewal



# ROLLINS EXCAVATING CO., LLC.

1468 Middle Tennessee Blvd., Murfreesboro, TN 37130

December 16, 2024

City of Murfreesboro  
Attn: Russell Gossett  
P.O. Box 1139  
Murfreesboro, TN 37133-1139

RE: Annual Limb, Brush and Yard Waste  
Curbside Collection Services

Dear Mr. Gossett,

Pleased be advised that Rollins Excavating Co., LLC hereby requests renewal of the annual Limb, Brush and Yard Waste Curbside Collection Services contract for 2025. In the event that any additional information is required concerning this matter, please do not hesitate to contact us.

It has been a pleasure conducting business with the City of Murfreesboro during the duration of our contract and we hope to continue to be of service to the City for the next term.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Beebe". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jay Beebe,  
General Superintendent  
Rollins Excavating Co., LLC

# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

---

**Item Title:** Construction Contract for the Burnt Knob/Manson/ Blackman Improvement Project

**Department:** Engineering

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

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider agreement for construction of the Burnt Knob/Blackman/Manson traffic improvement project.

**Staff Recommendation**

Approve the construction agreement with the lowest responsive and responsible bidder, pending legal review.

**Background Information**

In April 2024, Council approved the design contract for significant improvements of the Blackman/Burnt Knob/Manson intersection. The planned design includes widening each approach to add left turn, right turn, and through lanes, along with the installation of a traffic signal. These enhancements are aimed at improving traffic flow and ensuring the safety of this area, particularly in light of the new elementary school being constructed on Baker Road.

Today at 3 PM, staff conducted the bid opening. This evening, staff will present the findings and recommendations to the Council. In addition, we recommend awarding the contract with an allowance of an additional 5% to accommodate any unforeseen requirements and ensure the project’s successful completion in a timely manner.

**Council Priorities Served**

*Expand Infrastructure*

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

**Fiscal Impact**

The estimated construction costs are within the total project budget and are funded by FY21 and FY25 CIP funds.

**Attachments**

Agreement Between Owner and Contractor for Construction Contract.

# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

---

**Item Title:** Purchase of Radio Equipment from Motorola

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider purchase of radio equipment from Motorola.

**Staff Recommendation**

Approve the purchase of radio equipment from Motorola.

**Background Information**

MPD needs to outfit new officers and new patrol cars with radio equipment. This purchase will include 30 portable radios, 15 mobile radios, 2 base radios and various supporting equipment and accessories. This equipment is available for purchase through the current contract with Motorola for a total cost of \$396,914. Staff has verified the cost effectiveness of the current contract.

**Council Priorities Served**

*Maintain public safety*

Properly equipped vehicles are necessary to provide officers all available resources while protecting citizens.

**Fiscal Impact**

The expense of \$396,914 is funded in part by 2022 CIP Bond and the department's FY25 operating budget.

**Attachments**

Amendment No. 4 to the Contract with Motorola

**AMENDMENT #4 TO CONTRACT  
BETWEEN  
CITY OF MURFREESBORO  
AND  
MOTOROLA SOLUTIONS INC.  
FOR RADIO EQUIPMENT**

This Amendment #4 to the Contract between City of Murfreesboro and Motorola Solutions Inc. for Radio Equipment is entered into as of the Effective Date, below, based on the following recitals, representations, and covenants.

**WHEREAS**, the City of Murfreesboro (the “City”) and Motorola Solutions, Inc. (“Contractor”) entered into a contract for the provision of Radio Equipment on April 21, 2023 (the “Contract”); and

**WHEREAS**, the term of the Contract is from April 21, 2023, to March 14, 2025; and

**WHEREAS**, Pursuant to Clause 11 of the Contract, said contract may be modified by written amendment executed by all parties; and,

**WHEREAS**, the City desires to amend the Contract with Motorola Solutions Inc. to purchase additional Radio Equipment as listed in Quote #2832344 dated October 7, 2024;

**NOW THEREFORE**, the parties agree to the following:

1. Contractor agrees to provide, and City agrees to purchase additional Radio Equipment as listed in Quote #2832344 dated October 7, 2024.
2. The total price for the goods and other items to be provided under this Amendment #4 is \$396,914.88.
3. Except as provided herein, the parties make no other modifications or amendments, and all other terms of the Contract shall continue in full force and effect.
4. This Amendment is hereby effective on \_\_\_\_\_.

**CITY OF MURFREESBORO**

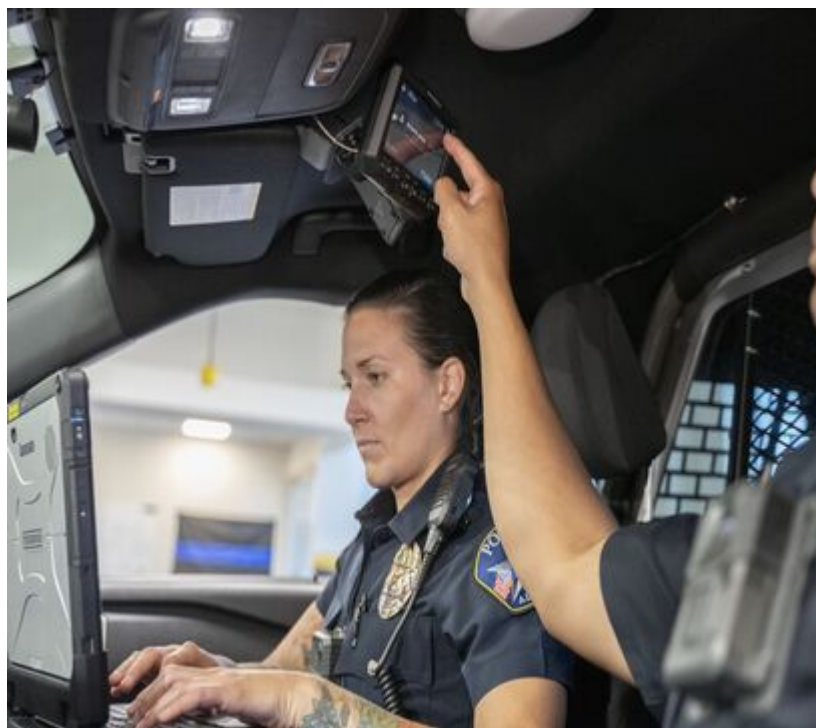
**MOTOROLA SOLUTIONS INC.**

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

By: \_\_\_\_\_  
Jared West, Area Sales Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adam F. Tucker, City Attorney



## MURFREESBORO, CITY OF

PD - APX Radios and Accessories

10/07/2024

Billing Address:  
 MURFREESBORO, CITY OF  
 PO BOX 1139  
 MURFREESBORO, TN 37133  
 US

Shipping Address:  
 MURFREESBORO, CITY OF  
 1004 N HIGHLAND AVE  
 MURFREESBORO, TN 37130  
 US

Quote Date:10/07/2024  
 Expiration Date:01/24/2025  
 Quote Created By:  
 Brian Lorenz  
 Sr. Account Manager  
 brian.lorenz@  
 motorolasolutions.com  
 615-428-0541

End Customer:  
 MURFREESBORO, CITY OF  
 Joe Johnson  
 0716@murfreesborotn.gov  
 629-207-5629

Contract: SWC424 - TENNESSEE  
 AGREEMENT: STATE OF TENNESSEE

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	6		\$3,518.00	\$2,441.70	\$14,650.20
1a	GA09008AA	ADD: GROUP SERVICES	6		\$165.00	\$114.52	\$687.12
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6		\$6.00	\$4.16	\$24.96
1c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	6		\$0.00	\$0.00	\$0.00
1d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	6		\$480.00	\$480.00	\$2,880.00
1e	G831AD	ADD: SPKR 15W WATER RESISTANT	6		\$66.00	\$45.81	\$274.86
1f	G996AS	ENH: OVER THE AIR PROVISIONING	6		\$110.00	\$76.35	\$458.10
1g	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	6		\$110.00	\$76.35	\$458.10



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	GA00580AA	ADD: TDMA OPERATION	6		\$495.00	\$343.56	\$2,061.36
1i	G66BJ	ADD: DASH MOUNT E5 APXM	6		\$138.00	\$95.78	\$574.68
1j	W20CA	ADD: KEYPAD MIC GCAI APX	6		\$198.00	\$137.42	\$824.52
1k	G51AU	ENH: SMARTZONE OPERATION APX6500	6		\$1,320.00	\$916.16	\$5,496.96
1l	GA09000AA	ADD: DIGITAL TONE SIGNALING	6		\$165.00	\$114.52	\$687.12
1m	GA09001AA	ADD: WI-FI CAPABILITY	6		\$330.00	\$229.04	\$1,374.24
1n	G843AH	ADD: AES ENCRYPTION AND ADP	6		\$523.00	\$362.99	\$2,177.94
1o	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6		\$0.00	\$0.00	\$0.00
1p	QA03399AA	ADD: ENHANCED DATA APX	6		\$165.00	\$114.52	\$687.12
1q	G806BL	ENH: ASTRO DIGITAL CAI OP APX	6		\$567.00	\$393.53	\$2,361.18
1r	GA01670AA	ADD: APX E5 CONTROL HEAD	6		\$717.00	\$497.64	\$2,985.84
1s	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	6		\$11.00	\$7.63	\$45.78
1t	QA09113AB	ADD: BASELINE RELEASE SW	6		\$0.00	\$0.00	\$0.00
1u	GA01630AA	ADD: SMARTCONNECT	6		\$0.00	\$0.00	\$0.00
1v	W969BG	ENH: MULTIKEY OPERATION	6		\$363.00	\$251.94	\$1,511.64
1w	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	6		\$47.00	\$32.62	\$195.72
1x	G361AH	ENH: P25 TRUNKING SOFTWARE APX	6		\$330.00	\$229.04	\$1,374.24
1y	GA09012AA	ADD: MISSION CRITICAL GEOFENCE	6		\$165.00	\$114.52	\$687.12
1z	GA01576AB	ADD: SMA TO QMA ADAPTER	6		\$22.00	\$15.27	\$91.62
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
2	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	9		\$3,518.00	\$2,441.70	\$21,975.30
2a	GA09008AA	ADD: GROUP SERVICES	9		\$165.00	\$114.52	\$1,030.68



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
2b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	9		\$6.00	\$4.16	\$37.44
2c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	9		\$0.00	\$0.00	\$0.00
2d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	9		\$480.00	\$480.00	\$4,320.00
2e	G831AD	ADD: SPKR 15W WATER RESISTANT	9		\$66.00	\$45.81	\$412.29
2f	G996AS	ENH: OVER THE AIR PROVISIONING	9		\$110.00	\$76.35	\$687.15
2g	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	9		\$110.00	\$76.35	\$687.15
2h	GA00580AA	ADD: TDMA OPERATION	9		\$495.00	\$343.56	\$3,092.04
2i	GA01576AB	ADD: SMA TO QMA ADAPTER	9		\$22.00	\$15.27	\$137.43
2j	W20CA	ADD: KEYPAD MIC GCAI APX	9		\$198.00	\$137.42	\$1,236.78
2k	G51AU	ENH: SMARTZONE OPERATION APX6500	9		\$1,320.00	\$916.16	\$8,245.44
2l	G67DT	ADD: REMOTE MOUNT E5 APXM	9		\$327.00	\$226.96	\$2,042.64
2m	GA09001AA	ADD: WI-FI CAPABILITY	9		\$330.00	\$229.04	\$2,061.36
2n	G843AH	ADD: AES ENCRYPTION AND ADP	9		\$523.00	\$362.99	\$3,266.91
2o	G444AH	ADD: APX CONTROL HEAD SOFTWARE	9		\$0.00	\$0.00	\$0.00
2p	QA03399AA	ADD: ENHANCED DATA APX	9		\$165.00	\$114.52	\$1,030.68
2q	G806BL	ENH: ASTRO DIGITAL CAI OP APX	9		\$567.00	\$393.53	\$3,541.77
2r	GA01670AA	ADD: APX E5 CONTROL HEAD	9		\$717.00	\$497.64	\$4,478.76
2s	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT	9		\$11.00	\$7.63	\$68.67
2t	QA09113AB	ADD: BASELINE RELEASE SW	9		\$0.00	\$0.00	\$0.00
2u	GA01630AA	ADD: SMARTCONNECT	9		\$0.00	\$0.00	\$0.00





Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
2v	W969BG	ENH: MULTIKEY OPERATION	9		\$363.00	\$251.94	\$2,267.46
2w	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	9		\$47.00	\$32.62	\$293.58
2x	G361AH	ENH: P25 TRUNKING SOFTWARE APX	9		\$330.00	\$229.04	\$2,061.36
2y	GA09012AA	ADD: MISSION CRITICAL GEOFENCE	9		\$165.00	\$114.52	\$1,030.68
APX™ 1500 Enhanced							
3	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	2		\$2,010.00	\$1,395.06	\$2,790.12
3a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	2		\$360.00	\$360.00	\$720.00
3b	G90AC	ADD: NO MICROPHONE NEEDED APX	2		\$0.00	\$0.00	\$0.00
3c	GA01574AA	ENH: AES 256 SW ENCRYPTION	2		\$523.00	\$362.99	\$725.98
3d	GA09008AA	ADD: GROUP SERVICES	2		\$165.00	\$114.52	\$229.04
3e	G996AS	ENH: OVER THE AIR PROVISIONING	2		\$110.00	\$76.35	\$152.70
3f	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	2		\$0.00	\$0.00	\$0.00
3g	G66BF	ADD: DASH MOUNT O2 APXM	2		\$138.00	\$95.78	\$191.56
3h	GA00580AA	ADD: TDMA OPERATION	2		\$495.00	\$343.56	\$687.12
3i	G142AD	ADD: NO SPEAKER APX	2		\$0.00	\$0.00	\$0.00
3j	GA09000AA	ADD: DIGITAL TONE SIGNALING	2		\$165.00	\$114.52	\$229.04
3k	GA00804AA	ADD: APX O2 CH (GREY)	2		\$541.00	\$375.49	\$750.98
3l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2		\$0.00	\$0.00	\$0.00
3m	QA03399AA	ADD: ENHANCED DATA APX	2		\$165.00	\$114.52	\$229.04
3n	W484AF	ALT: ANT 3DB GAIN 762-870MHZ	2		\$42.00	\$29.15	\$58.30
3o	QA09113AB	ADD: BASELINE RELEASE SW	2		\$0.00	\$0.00	\$0.00
3p	GA09012AA	ADD: MISSION CRITICAL GEOFENCE	2		\$165.00	\$114.52	\$229.04



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
3q	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	2		\$1,727.00	\$1,198.64	\$2,397.28
4	HKN6182B	CABLE KEYLOADING ADAPTER CGAI	1		\$225.40	\$162.96	\$162.96
5	RMN5070A	DESKTOP MIC (GCAI)	2		\$185.76	\$134.30	\$268.60
6	HLN7042A	CONTROL STATION MOUNT	2		\$85.00	\$58.99	\$117.98
7	HPN4007D	POWER SUPPLY 14V 15A UNI 110/240 VAC US PLUG	4		\$319.68	\$231.12	\$924.48
8	TKN8531C	CABLE, KEYLOAD	1		\$358.16	\$258.94	\$258.94
9	PMLN7560A	REC ONLY EARPIECE W/ TRANSLUCENT TUBE	40		\$62.64	\$45.29	\$1,811.60
10	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	40		\$486.00	\$351.37	\$14,054.80
	APX™ Radio Management	RADIO MANAGEMENT					
11	T7914A	RADIO MANAGEMENT ONLINE	1		\$0.00	\$0.00	\$0.00
11a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	47		\$110.00	\$90.13	\$4,236.11
	APX™ N70	APX N70					
12	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	30		\$5,014.00	\$0.00	\$104,408.31
12a	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	30		\$0.00	\$0.00	\$0.00
12b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	30		\$0.00	\$0.00	\$0.00
12c	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	30		\$6.00	\$4.16	\$124.80
12d	QA03399AK	ADD: ENHANCED DATA	30		\$165.00	\$114.52	\$3,435.60
12e	QA09001AM	ADD: WIFI CAPABILITY	30		\$330.00	\$229.04	\$6,871.20
12f	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	30		\$165.00	\$114.52	\$3,435.60
12g	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	30		\$110.00	\$76.35	\$2,290.50



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
12h	Q629BD	ENH: AES ENCRYPTION AND ADP	30		\$523.00	\$362.99	\$10,889.70
12i	H869DB	ENH: MULTIKEY	30		\$363.00	\$251.94	\$7,558.20
12j	H38DA	ADD: SMARTZONE OPERATION	30		\$1,320.00	\$916.16	\$27,484.80
12k	Q173CA	ADD: SMARTZONE OMNILINK	30		\$0.00	\$0.00	\$0.00
12l	Q361CD	ADD: P25 9600 BAUD TRUNKING	30		\$330.00	\$229.04	\$6,871.20
12m	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	30		\$567.00	\$393.53	\$11,805.90
12n	QA00580BA	ADD: TDMA OPERATION	30		\$495.00	\$343.56	\$10,306.80
12o	QA09113AA	ADD: BASELINE RELEASE SW	30		\$0.00	\$0.00	\$0.00
13	LSV01S03060A	APX N70 DMS ESSENTIAL	30	5 YEARS	\$343.20	\$330.83	\$9,924.90
14	LSV01S03082A	RADIOCENTRAL PROGRAMMING	30	5 YEARS	\$160.20	\$154.43	\$4,632.90
15	SSV01S01406A	SMARTCONNECT	30	5 YEARS	\$720.00	\$720.00	\$21,600.00
16	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	30		\$225.50	\$163.03	\$4,890.90
17	PMPN4639B	CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT	4		\$599.00	\$433.06	\$1,732.24
18	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	40		\$486.00	\$351.37	\$14,054.80
19	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	1		\$1,799.29	\$1,300.85	\$1,300.85
20	AN000418A01	ANTENNA, STUBBY, ANTENNA, STUBBY, 762-870 MHZ, 10CM, FERRULE	30		\$40.00	\$28.92	\$867.60
21	PMKN4265A	CABLE, DATA CABLE	3		\$60.00	\$44.54	\$133.62
22	PMPN4604A	CHARGER, CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	30		\$207.14	\$149.76	\$4,492.80

**Grand Total**
**\$396,914.88(USD)**


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

**Notes:**

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_ ) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



## APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

### OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

#### DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

#### ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



#### Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

## Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

#### Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

### Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

### Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

### Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.



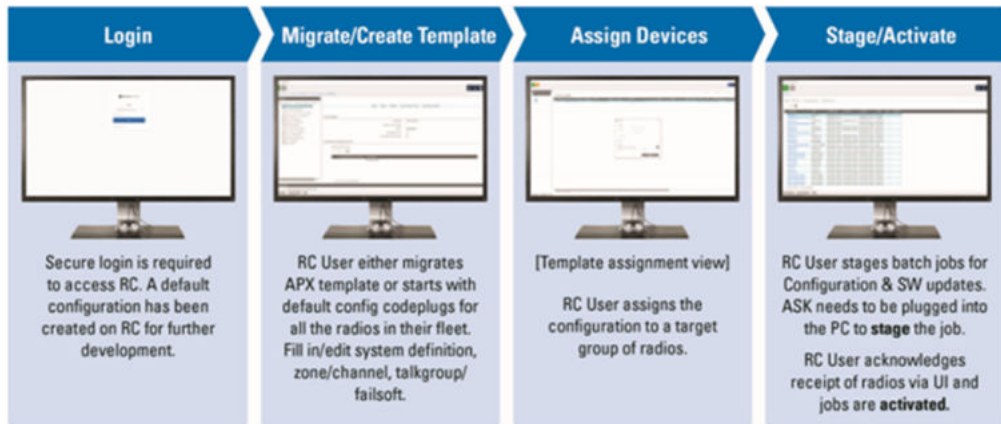


Figure 1: APX N70 Provisioning via Radio Central



## APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

### OVERVIEW

Device Management Services (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

### HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

### MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

### CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
  - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.





- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

## LIMITATIONS AND EXCLUSIONS

- The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.
- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
  - Repair of problems caused by:
    - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
    - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
    - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
    - Unauthorized alterations or attempted repair, or repair by a third party.
  - Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
  - Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
  - File backup or restoration.
  - Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
  - Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
  - Cosmetic imperfections that do not affect the functionality of the device.
  - Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

## DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

#### **CUSTOMER RESPONSIBILITIES**

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

#### **LIMITATIONS AND EXCLUSIONS**

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## **Software Maintenance**

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

#### **CUSTOMER RESPONSIBILITIES**

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## **MyView Portal Access**

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



**MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

**CUSTOMER RESPONSIBILITIES**

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

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**Item Title:** Amendment No. 1 to CentralSquare Solutions and Support Agreement for CAD Software

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider amendment No. 1 to the agreement with CentralSquare for the support and maintenance of CAD software.

**Staff Recommendation**

Approve the amendment to the agreement with CentralSquare to provide an upgrade to the mobile site license subscription.

**Background Information**

Council approved a five-year agreement with CentralSquare Solutions and Support for CAD software in January 2024. MPD has reached the maximum number of mobile licenses provided in the contract. With the anticipated growth of the department over the next few years, it proves to be more cost effective to move to an unlimited CAD Mobile Site License subscription. The net increase to the remaining contract will be \$9,207 for year two with an annual increase of 5%.

**Council Priorities Served**

*Maintain public safety*

Maintaining public safety IT infrastructure is critical to effective and efficient operations.

**Fiscal Impact**

Year two of the five-year contract will increase by \$9,207 for a total due in FY25 of \$384,976, provided for in the department's FY25 operating budget. Future payments as outlined in the contract will be budgeted for accordingly.

**Attachment**

Amendment No. 1 to the CentralSquare Solutions and Support Agreement

## AMENDMENT ONE TO

### SOLUTIONS AND SUPPORT AGREEMENT BETWEEN THE CITY OF MURFREESBORO, TENNESSEE, AND CENTRALSQUARE TECHNOLOGIES, LLC

This Amendment One (this “Amendment”) to the CentralSquare Solutions and Support Agreement by and between the City of Murfreesboro, TN (“Customer”) and CentralSquare Technologies, LLC (“CentralSquare”) with an effective date of January 12, 2024 (“Agreement”) is entered into and effective as of the last date of signature below (“Effective Date”). In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall control. Customer and CentralSquare may be referenced as each a “Party”, and together “Parties”.

WHEREAS, the Parties entered into the Agreement for CentralSquare’s Public Safety Enterprise software and services; and

WHEREAS, the Customer desires to amend the Agreement to remove individual Mobile subscriptions to add a site license subscription for Mobiles; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. Amendments to the Agreement. As of the Effective Date, the Agreement is hereby amended or modified as follows:

(a) Exhibit 1, Solutions(s) Support and Maintenance Fees of the Agreement shall be deleted in its entirety and replaced with the Exhibit 1, Solution(s) Support and Maintenance Fees attached hereto. This revised Exhibit represents the annual renewal amounts with the swap from individual Mobile subscriptions to a Mobile site license subscription.

(b) The attached Exhibit 2, Mobile Site License Subscription Add-On, is added to the Agreement as an additional purchase. These costs are included in the revised Exhibit 1 attached hereto.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

(a) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.

(b) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the last date written below.

**CITY OF MURFREESBORO, TN**

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

Date: \_\_\_\_\_

**CENTRAL SQUARE TECHNOLOGIES, LLC**

Signed by:  
*Ron Anderson*  
\_\_\_\_\_  
D0E45FA2938A4EB...  
(Signature)

Printed Name: Ron Anderson

Title: Chief Revenue Officer

Date: 1/3/2025

APPROVED AS TO FORM:

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

Adam F. Tucker, City Attorney



**Exhibit 2  
Mobile Site License Subscription Add-On**

<b>Quote #:</b> Q-196956 <b>Primary Quoted Solution:</b> PSJ Enterprise <b>Quote expires on:</b> April 19, 2025	<b>Quote prepared for:</b> Seth Russell Murfreesboro Police Department 1004 N Highland Ave Murfreesboro, TN 37130 6158931311
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Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

**WHAT SOFTWARE IS INCLUDED?**

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. Enterprise Mobile Mapping (OP) Annual Subscription Fee	10	100.00	1,000.00
2. Mobile Enterprise Site License (OP) Annual Subscription Fee	1	88,167.53	88,167.53
<b>Software Total</b>			<b>89,167.53 USD</b>

**QUOTE SUMMARY**

<b>Software Subtotal</b>	89,167.53 USD
<b>Quote Subtotal</b>	89,167.53 USD
<b>Quote Total</b>	<b>89,167.53 USD</b>



**WHAT ARE THE RECURRING FEES?**

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	89,167.53
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

**Payment Terms.**

**Software Licenses**

100 % due on the Delivery Date\*

**Subscription**

100 % due on the Delivery Date\*

**Legacy Support and Maintenance**

Legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Sales Order, or future invoice.

\*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare’s network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare’s shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Payment due in full 30 days from date of invoice. Annual maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

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**Item Title:** Purchase of Police Vehicles from Alan Jay Automotive

**Department:** Police

**Presented by:** Chief Michael Bowen

**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

**Summary**

Consider purchase of two new unmarked police vehicles.

**Staff Recommendation**

Approve the purchase of two new unmarked police vehicles from Alan Jay Automotive.

**Background Information**

The purchase of two new SUVs are scheduled replacements and are available for purchase through the State's General Services Central Procurement Office, which is permitted by State statute and Council Resolution. Staff has verified the cost effectiveness of the current state contract.

**Council Priorities Served**

*Responsible budgeting*

By utilizing the State's procurement contract, the City benefits from pre-negotiated, competitive pricing.

**Fiscal Impact**

The cost of this purchase, \$73,880, is funded by the Drug Fund.

**Attachments**

Contract with Alan Jay Automotive Management, Inc.

**CONTRACT BETWEEN  
CITY OF MURFREESBORO  
AND  
ALAN JAY MANAGEMENT, INC.  
FOR PURCHASE OF VEHICLES**

This Contract is entered into and effective as of \_\_\_\_\_, ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **ALAN JAY MANAGEMENT, INC.**, a corporation of the State of Florida ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Contractor's State of Tennessee Contract No. 209/84697, with Alan Jay Automotive Management, Inc.*
- *Sales Quotation #58713-1 dated October 22, 2024, for one (1) 2025 Nissan Pathfinder FWD SV, glacier white, with FL2 factory option for Bench Seat Carpeted Floor Mats (4), and Sales Quotation #57576-1 dated September 19, 2024, for one (1) 2025 Nissan Pathfinder FWD SV, silver metallic, with FL2 factory option for Bench Seat Carpeted Floor Mats (4) as listed*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Third, Contractor's State of Tennessee Contract No. 209/84697, with Alan Jay Management, Inc.*
- *Lastly, Sales Quotation #58713-1 dated October 22, 2024, for one (1) 2025 Nissan Pathfinder FWD SV, glacier white, with FL2 factory option for Bench Seat Carpeted Floor Mats (4), and Sales Quotation #57576-1 dated September 19, 2024, for one (1) 2025 Nissan Pathfinder FWD SV, silver metallic, with FL2 factory option for Bench Seat Carpeted Floor Mats (4) as listed ("Contractor's Quotation")*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase two (2) *2025 Nissan Pathfinders with FL2 factory option for Bench Seat Carpeted Floor Mats (4) as listed* on Sales Quotations #58713-1 dated *October 22, 2024*, and #57576-1 dated *September 19, 2024*, from *Alan Jay Automotive Management, Inc.*
2. **Term.** The term of this Contract shall be from the Effective Date to the expiration of the State of Tennessee Contract **209/80358, Event #32110-12904** on December 31, 2025. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.

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

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

- a. The price for the goods and other items to be provided under this Contract is set forth in Contractor's Quotations listed, with a unit price of \$36,940 each, and a **total purchase price of \$73,880.00**.
- b. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- c. Deliveries of all items for the Murfreesboro Police Department shall be made by June 30, 2025, to Attn: Mike Taylor – Murfreesboro Police Department – 1004 N. Highland Avenue, Murfreesboro, TN 37130. City Contact Mike Taylor (tel. 615-893-2717 ext. 4365; email: 0365@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in the specifications and the most beneficial manufacturer's warranty available to the City.

5. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.

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

6. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

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

If to the Contractor:

Alan Jay Automotive Management, Inc.  
Attn: Matt Forte  
P.O. Box 9200  
Sebring, FL 33871-9200  
Phone: 863-402-4216  
matt.forte@alanjay.com

7. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
9. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned





**GOVERNMENT PRICE QUOTE**

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	58713-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
10/22/2024

**PRICE QUOTE FORM**

REVISED QUOTE DATE  
10/22/2024

REQUESTING AGENCY	MURFREESBORO POLICE DEPARTMENT (TN)		
CONTACT PERSON	MIKE TAYLOR	EMAIL	<a href="mailto:0365@MURFREESBOROTN.GOV">0365@MURFREESBOROTN.GOV</a>
PHONE	615-893-2717	MOBILE	615-971-6280 FAX

**Contract No. 84697 - SWC209 EVENT # 13390-13419**

MODEL	25315	MSRP	\$41,745.00
2025 NISSAN PATHFINDER FWD SV			
<b>CUSTOMER ID</b>		<b>GOVERNMENT PRICE</b>	<b>\$36,940.00</b>

**BED LENGTH**

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
QAK	Glacier White	\$0.00
G	Charcoal, Cloth Seating Surfaces	\$0.00
FL2	OPTIONS [L92] Bench Seat Carpeted Floor Mats (Set of 4)	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
<b>AFTERMARKET OPTIONS</b>			<b>\$0.00</b>

TRADE IN TOTAL COST \$36,940.00

**YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~**

TOTAL COST LESS TRADE IN(S) QTY 1 \$36,940.00

Estimated Annual payments for 60 months paid in advance: \$8,493.27  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

**Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **MATT FORTE** GOVERNMENT ACCOUNT MANAGER [Matt.Forte@AlanJay.com](mailto:Matt.Forte@AlanJay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.





# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 Nissan Pathfinder (25315) SV 2WD ( ✔ Complete )



**Note: Photo may not represent exact vehicle or selected equipment.**

## Window Sticker

### SUMMARY

[Fleet] 2025 Nissan Pathfinder (25315) SV 2WD

MSRP: \$40,060.00

Interior: Charcoal, Cloth Seating Surfaces

Exterior 1: Glacier White

Exterior 2: No color has been selected.

### OPTIONS

CODE	MODEL	MSRP
25315	[Fleet] 2025 Nissan Pathfinder (25315) SV 2WD	\$40,060.00
<b>OPTIONS</b>		
FL2	[L92] Bench Seat Carpeted Floor Mats (Set of 4)	\$295.00
G	Charcoal, Cloth Seating Surfaces	\$0.00
QAK	Glacier White	\$0.00

<b>SUBTOTAL</b>	<b>\$40,355.00</b>
Adjustments Total	\$0.00
Destination Charge	\$1,390.00
<b>TOTAL PRICE</b>	<b>\$41,745.00</b>

### FUEL ECONOMY

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Data Version: 23748. Data Updated: Oct 21, 2024 6:42:00 PM PDT.



## Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

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Vehicle: [Fleet] 2025 Nissan Pathfinder (25315) SV 2WD (  Complete )

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Est City:20 (2024) MPG

Est Highway:27 (2024) MPG

Est Highway Cruising Range:499.50 mi

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 Nissan Pathfinder (25315) SV 2WD ( Complete )

## Standard Equipment

### Mechanical

- Engine: 3.5L V6 DOHC -inc: idle stop/start, revised auto engine shutoff (ignition start stop), multipoint/direct fuel injection and remote engine start
- Transmission w/Driver Selectable Mode and Sequential Shift Control w/Steering Wheel Controls
- Transmission: 9-Speed Automatic -inc: manual-mode paddle shifters
- Front-Wheel Drive
- 4.33 Axle Ratio
- 70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
- 150 Amp Alternator
- Towing Equipment -inc: Trailer Sway Control
- 5900# Gvwr
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electro-Hydraulic Power Assist Speed-Sensing Steering
- 18.5 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- Brake Actuated Limited Slip Differential

### Exterior

- Wheels: 18" x 8J Painted Alloy
- Tires: 255/60R18 All-Season
- Steel Spare Wheel
- Compact Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Black Bumper Insert
- Black Rear Bumper w/Black Bumper Insert
- Black Bodyside Cladding and Black Wheel Well Trim
- Chrome Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 Nissan Pathfinder (25315) SV 2WD ( Complete )

## Exterior

Body-Colored Door Handles

Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator

Fixed Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille w/Chrome Surround

Power Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Roof Rack Rails Only

Intelligent Auto Headlights (i-Ah) Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off

LED Brakelights

Headlights-Automatic Highbeams

## Entertainment

Radio w/Seek-Scan, Clock, Steering Wheel Controls and Radio Data System

Radio: AM/FM Audio System w/NissanConnect -inc: 6 speakers, Radio Data System (RDS), Apple CarPlay and Android Auto, 8" color display w/multi-touch control, SiriusXM satellite radio w/advanced audio features, 2 illuminated front USB connection ports (1 type A, 1 type C) for iPod interface and other compatible devices, Bluetooth hands-free phone system and streaming audio, Speed-Sensitive Volume control (SSV), hands-free text messaging assistant and Siri Eyes-Free/Google Assistant voice recognition

Window Grid And Fixed Antenna

2 LCD Monitors In The Front

## Interior

Driver Seat

Passenger Seat

60-40 Folding EZ Flex Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Mobile Hotspot Internet Access

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 Nissan Pathfinder (25315) SV 2WD ( Complete )

## Interior

Heated Front Bucket Seats -inc: driver's seat 8-way power adjustment w/2-way power lumbar support, passenger's seat 6-way manual adjustment and height adjustable head restraints

Fixed 60-40 Bench Cloth 3rd Row Seat Front, Manual Recline, Manual Fold Into Floor, 3 Manual and Adjustable Head Restraints

Leather Steering Wheel

Front Cupholder

Rear Cupholder

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Adaptive w/Traffic Stop-Go

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Underseat Ducts, Headliner/Pillar Ducts and Console Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Piano Black Instrument Panel Insert, Piano Black/Metal-Look Console Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Cloth Door Trim Insert

Urethane Gear Shifter Material

Cloth Seating Surfaces

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

Carpet Floor Trim

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 Nissan Pathfinder (25315) SV 2WD ( Complete )

## Interior

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Windows and Remote Start

Smart Device Remote Engine Start

NissanConnect Services Tracker System

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Seats w/Cloth Back Material

Manual Adjustable Rear Head Restraints

Front Center Armrest and Rear Center Armrest w/Storage

2 Seatback Storage Pockets

Perimeter Alarm

Immobilizer

1 12V DC Power Outlet

Air Filtration

## Safety-Mechanical

ProPILOT Assist

Vehicle Dynamic Control (VDC) Electronic Stability Control (ESC)

ABS And Driveline Traction Control

## Safety-Exterior

Side Impact Beams

## Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Rear Parking Sensors

Automatic Emergency Braking (AEB)

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2025 Nissan Pathfinder (25315) SV 2WD (  Complete )

## Safety-Interior

- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Emergency Sos
- Blind Spot Intervention (BSI) / Blind Spot Warning (BSW) Blind Spot
- Intelligent Lane Intervention (I-LI) Lane Keeping Assist
- Intelligent Lane Intervention (I-LI) Lane Departure Warning
- Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st, 2nd And 3rd Row Airbags
- Airbag Occupancy Sensor
- Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
- Rear Child Safety Locks
- First Aid Kit
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- RearView Monitor Back-Up Camera

## WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 3
- Roadside Assistance Miles/km: 36,000
- Maintenance Years: 2
- Maintenance Miles/km: 24,000

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Data Version: 23748. Data Updated: Oct 21, 2024 6:42:00 PM PDT.







**GOVERNMENT PRICE QUOTE**

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	57576-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
9/19/2024

**PRICE QUOTE FORM**

REVISED QUOTE DATE  
9/19/2024

REQUESTING AGENCY	MURFREESBORO POLICE DEPARTMENT (TN)		
CONTACT PERSON	MIKE TAYLOR	EMAIL	<a href="mailto:0365@MURFREESBOROTN.GOV">0365@MURFREESBOROTN.GOV</a>
PHONE	615-893-2717	MOBILE	615-971-6280
		FAX	

**Contract No. 80358 - SWC209 EVENT # 32110-12904**

MODEL	25314	MSRP	\$41,150.00
	2024 NISSAN PATHFINDER FWD SV		

**CUSTOMER ID** \_\_\_\_\_ **GOVERNMENT PRICE** \$40,047.00

**BED LENGTH** \_\_\_\_\_

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
K23	Brilliant Silver Metallic	\$0.00
G	Charcoal, Cloth Seating Surfaces	\$0.00
FL2	OPTIONS [L92] Bench Seat Carpeted Floor Mats (Set of 4)	\$0.00
MY25	2025 MODEL YEAR PROVIDED	(\$3,107.00)

**FACTORY OPTIONS** (\$3,107.00)

AFTERMARKET OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00

**AFTERMARKET OPTIONS** \$0.00

**TRADE IN** \_\_\_\_\_ **TOTAL COST** \$36,940.00

**YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~**

**TOTAL COST LESS TRADE IN(S) QTY 1 \$36,940.00**

Estimated Annual payments for 60 months paid in advance: \$8,493.27  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

**Comments** QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **MATT FORTE** GOVERNMENT ACCOUNT MANAGER [Matt.Forte@AlanJay.com](mailto:Matt.Forte@AlanJay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Pathfinder (25314) SV 2WD ( ✔ Complete )



**Note: Photo may not represent exact vehicle or selected equipment.**

## Window Sticker

### SUMMARY

[Fleet] 2024 Nissan Pathfinder (25314) SV 2WD

MSRP: \$39,470.00

Interior: Charcoal, Cloth Seating Surfaces

Exterior 1: Brilliant Silver Metallic

Exterior 2: No color has been selected.

### OPTIONS

CODE	MODEL	MSRP
25314	[Fleet] 2024 Nissan Pathfinder (25314) SV 2WD	\$39,470.00
<b>OPTIONS</b>		
FL2	[L92] Bench Seat Carpeted Floor Mats (Set of 4)	\$290.00
G	Charcoal, Cloth Seating Surfaces	\$0.00
K23	Brilliant Silver Metallic	\$0.00
<b>SUBTOTAL</b>		<b>\$39,760.00</b>
Adjustments Total		\$0.00
Destination Charge		\$1,390.00
<b>TOTAL PRICE</b>		<b>\$41,150.00</b>

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Data Version: 23465. Data Updated: Sep 17, 2024 6:48:00 PM PDT.



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Pathfinder (25314) SV 2WD (  Complete )

## FUEL ECONOMY

Est City:20 MPG

Est Highway:27 MPG

Est Highway Cruising Range:499.50 mi

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Pathfinder (25314) SV 2WD ( Complete )

## Standard Equipment

### Mechanical

Engine: 3.5L V6 DOHC -inc: idle stop/start, multipoint/direct fuel injection and remote engine start

Transmission w/Driver Selectable Mode and Sequential Shift Control w/Steering Wheel Controls

Transmission: 9-Speed Automatic -inc: manual-mode paddle shifters

Front-Wheel Drive

Axle Ratio: 4.334

70-Amp/Hr Maintenance-Free Battery w/Run Down Protection

150 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

GVWR: 5,900 lbs (2,676 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electro-Hydraulic Power Assist Speed-Sensing Steering

18.5 Gal. Fuel Tank

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Brake Actuated Limited Slip Differential

### Exterior

Wheels: 18" x 8J Painted Alloy

Tires: 255/60R18 All-Season

Steel Spare Wheel

Compact Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Black Bumper Insert

Black Rear Bumper w/Black Bumper Insert

Black Bodyside Cladding and Black Wheel Well Trim

Chrome Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Pathfinder (25314) SV 2WD ( Complete )

## Exterior

- Body-Colored Door Handles
- Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille w/Chrome Surround
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Roof Rack Rails Only
- Intelligent Auto Headlights (i-Ah) Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
- LED Brakelights
- Headlights-Automatic Highbeams

## Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
- Radio: AM/FM Audio System w/NissanConnect -inc: 6 speakers, Radio Data System (RDS), Apple CarPlay and Android Auto, 8" color display w/multi-touch control, SiriusXM Satellite Radio w/advanced audio features, 2 illuminated front USB connection ports (1 type A, 1 type C) for iPod interface and other compatible devices, Bluetooth hands-free phone system and streaming audio, Speed-Sensitive Volume control (SSV), hands-free text messaging assistant and Siri Eyes-Free/Google Assistant voice recognition
- Window Grid And Fixed Antenna
- 2 LCD Monitors In The Front

## Interior

- Driver Seat
- Passenger Seat
- 60-40 Folding EZ Flex Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Pathfinder (25314) SV 2WD (  Complete )

## Interior

Mobile Hotspot Internet Access

Heated Front Bucket Seats -inc: driver's seat 8-way power adjustment w/2-way power lumbar support, passenger's seat 4-way manual adjustment and height adjustable head restraints

Fixed 60-40 Bench Cloth 3rd Row Seat Front, Manual Recline, Manual Fold Into Floor, 3 Manual and Adjustable Head Restraints

Leather Steering Wheel

Front Cupholder

Rear Cupholder

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Cruise Control w/Steering Wheel Controls

Adaptive w/Traffic Stop-Go

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Underseat Ducts, Headliner/Pillar Ducts and Console Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Piano Black Instrument Panel Insert, Piano Black/Metal-Look Console Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Cloth Door Trim Insert

Urethane Gear Shifter Material

Cloth Seating Surfaces

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

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Data Version: 23465. Data Updated: Sep 17, 2024 6:48:00 PM PDT.



# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Pathfinder (25314) SV 2WD (  Complete )

## Interior

- Carpet Floor Trim
- Cargo Area Concealed Storage
- Cargo Space Lights
- FOB Controls -inc: Windows and Remote Start
- Smart Device Remote Engine Start
- NissanConnect Services Tracker System
- Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Cloth Back Material
- Manual Adjustable Rear Head Restraints
- Front Center Armrest and Rear Center Armrest w/Storage
- 2 Seatback Storage Pockets
- Perimeter Alarm
- Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

## Safety-Mechanical

- ProPILOT Assist
- Vehicle Dynamic Control (VDC) Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

## Safety-Exterior

- Side Impact Beams

## Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags

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# Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2024 Nissan Pathfinder (25314) SV 2WD ( Complete )

## Safety-Interior

- Rear Parking Sensors
- Automatic Emergency Braking (AEB)
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Emergency Sos
- Blind Spot Intervention (BSI) / Blind Spot Warning (BSW) Blind Spot
- Intelligent Lane Intervention (I-LI) Lane Keeping Assist
- Intelligent Lane Intervention (I-LI) Lane Departure Warning
- Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st, 2nd And 3rd Row Airbags
- Airbag Occupancy Sensor
- Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
- Rear Child Safety Locks
- First Aid Kit
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- RearView Monitor Back-Up Camera

## WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 3
- Roadside Assistance Miles/km: 36,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23465. Data Updated: Sep 17, 2024 6:48:00 PM PDT.





# COUNCIL COMMUNICATION

Meeting Date: 1/16/2025

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**Item Title:** Safe Streets and Roads For All Grant Agreement with Federal Highway Administration

**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"/>            |

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**Summary**

Consider approval of the Safe Streets and Roads for All (SS4A) Grant Agreement with the Federal Highway Administration (FHWA).

**Staff Recommendation**

Approve the SS4A Grant Agreement between the City and FHWA.

**Background Information**

The Bipartisan Infrastructure Law established the SS4A program, allocating \$5 billion in appropriated funds over five years starting in 2022. The SS4A program provides grants to regional, local, and other communities to prevent roadway deaths and serious injuries. The program offers two types of grants: Planning and Demonstration Grants, and Implementation Grants.

In July 2023, the City applied for an SS4A Planning and Demonstration Grant to develop an action plan aimed at eliminating pedestrian-involved vehicular crashes that result in injuries or fatalities. The objective of the action plan is a data-driven, comprehensive, and actionable approach to improve safety throughout the entire transportation network and ultimately achieve long-term safety goals for all transportation modes.

In October 2023, the City was awarded the grant in the amount of \$360,000, with the City's share being \$72,000.

**Council Priorities Served**

*Responsible budgeting*

Improvements of roadway infrastructure with federal dollars allows local funds to be used for other community purposes.

**Fiscal Impact**

This expense is funded by 80% federal funds and 20% local funds. The local portion, \$72,000, is funded by State Street Aid.

**Attachments**

Grant Agreement

**1. Federal Award No.**

693JJ32540356

**2. Effective Date**

See No. 16 Below

**3. Assistance**

**Listings No.**  
20.939

**4. Award To**

City of Murfreesboro  
111 W Vine Street  
Murfreesboro, TN 37130

Unique Entity Id.: CMF9NNK9Z7D6  
TIN No.: 62-6000374

**5. Sponsoring Office**

U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590

**6. Period of Performance**

Effective Date of Award – March  
31, 2026

**7. Total Amount**

Federal Share:	\$288,000
Recipient Share:	\$72,000
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$360,000

**8. Type of Agreement**

Grant

**9. Authority**

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)

**10. Procurement Request No.**

HSA240174PR

**11. Federal Funds Obligated**

\$288,000

**12. Submit Payment Requests To**

See Article 5.

**13. Accounting and Appropriations Data**

15X0173E50.0000.055SR10500.559200000  
0.41010.61006600.0000000000.000000000  
0.0000000000.0000000000

**14. Description of the Project**

City of Murfreesboro SS4A Action Plan

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date

Name: Shane McFarland  
Title: Mayor

\_\_\_\_\_  
Signature Date

Name: Hector Santamaria  
Title: Agreement Officer

Signed by:  
APPROVED AS TO FORM  
*Adam F. Tucker*  
43A2035E51F9401  
Adam F. Tucker, City Attorney

## U.S. DEPARTMENT OF TRANSPORTATION

### GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Murfreesboro, TN (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Murfreesboro Pedestrian Safety Program.

The parties therefore agree to the following:

#### ARTICLE 1 GENERAL TERMS AND CONDITIONS

##### 1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Murfreesboro Pedestrian Safety Program

Application Date: 07/10/2023

**2.2 Award Amount.**

SS4A Grant Amount: \$288,000

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

The City of Murfreesboro seeks to develop an Action Plan to help eliminate the pedestrian/vehicle crashes that result in injuries and fatalities and improve the connectivity throughout the City for pedestrians and multimodal users. This Action Plan will include ways that the City can better serve its pedestrians when it comes to getting them to their destinations safely and without injury.

**3.2 Project’s Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	Completed July 31, 2024
Planned Draft Plan Completion Date:	November 30, 2025
Planned Final Plan Completion Date:	December 31, 2025
Planned Final Plan Adoption Date:	January 31, 2026
Planned SS4A Final Report Date:	January 31, 2026

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$288,000
Other Federal Funds:	0
State Funds:	0
Local Funds:	\$72,000
In-Kind Match:	\$0
Other Funds:	0
<b>Total Eligible Project Cost:</b>	<b>\$360,000</b>

(b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient’s approved Budget Application. In the event the Recipient’s indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient’s indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4**

**RECIPIENT INFORMATION**

**4.1 Recipient Contact(s).**

Jim Kerr  
 Transportation Director  
 City of Murfreesboro  
 111 W. Vine Street, Murfreesboro, TN 37130  
 615-893-6441  
 jkerr@murfreesborotn.gov

**4.2 Recipient Key Personnel.**

<b>Name</b>	<b>Title or Position</b>
Jim Kerr	Transportation Director
Lexi Stacey	Project Coordinator

### **4.3 USDOT Project Contact(s).**

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-42, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator - Tennessee  
Agreement Officer's Representative (AOR)  
404 BNA Drive, Bldg 200, Ste 508, Nashville TN 37217  
615-781-5770  
[Tennessee.FHWA@dot.gov](mailto:Tennessee.FHWA@dot.gov)

and

Melanie Murphy  
Tennessee Division Office Lead Point of Contact  
Transportation Planning Specialist  
404 BNA Drive, Bldg 200, Ste 508, Nashville TN 37217  
615-781-5767  
[Melanie.murphy@dot.gov](mailto:Melanie.murphy@dot.gov)

## **ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION**

### **5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### **SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).



Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

## **5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

**ARTICLE 6**  
**SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Murfreesboro Pedestrian Safety Program will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Murfreesboro, TN

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Equity [for all Grants]	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert “N/A” in Section 3.3 of the table.

**Scope:** No changes.

**Schedule:** Application provided for a project start date of 11/01/2023 and project end date of 05/31/2024. Due to delays in development and execution of the grant agreement, this end date has been pushed to 01/31/2026.

**Budget:**

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds	\$288,000	80%	N/A	
Non-Federal Funds	\$72,000	20%	N/A	
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
<b>Total Project Costs</b>	<b>\$360,000</b>	<b>100%</b>	<b>N/A</b>	

**ATTACHMENT C  
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

**2. Supporting Narrative.**

The program will strongly emphasize inclusive public outreach and input gathering. Data sets provided by the FHWA and Census Bureau will be used to identify and locate equity populations so that fairness and equity can be considered in safety solutions. The equity analysis employed in this effort will incorporate the communities required by the FHWA.

**TTACHMENT D**  
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

**2. Supporting Narrative.**

EJ is a critical aspect of any safety planning process. It focuses on providing equitable outcomes for all communities, particularly those that have historically faced disparities in environmental decision-making. These disparities have led to disproportionate environmental impacts on disadvantaged communities from transportation and infrastructure projects. The plan will incorporate an EJ element to identify areas which are a Community of Concern (CoC) and specific and equitable safety strategies tailored to their needs.

**ATTACHMENT E  
LABOR AND WORKFORCE**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>



	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
x	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

**2. Supporting Narrative.**

Infrastructure programs including transportation networks and community facilities, can enhance economic growth and increase access to essential services, contributing to the growth of a strong labor market and stimulate good paying jobs.

# COUNCIL COMMUNICATION

Meeting Date: 1/16/2025

---

**Item Title:** Murfreesboro Transit Center Furniture Order  
**Department:** Transportation (Transit)  
**Presented by:** Russ Brashear, Assistant Transportation Director  
**Requested Council Action:**

- Ordinance
  - Resolution
  - Motion
  - Direction
  - Information
- 

## Summary

Consider furniture Order for Murfreesboro Transit Center.

## Staff Recommendation

Approve contract with CBI Workplace Solutions for the purchase of Furniture and authorize staff to adjust the order up to 5% for potential changes in the order from back ordered, delayed, or out of stock items or similar issues.

## Background Information

The City's Transit Center is nearing completion which necessitates the move forward with the purchase of furniture. Quotes were received from three vendors. After review, the Transportation department with concurrence from Purchasing, selected CBI Workplace Solutions. CBI offered the best overall solution both economically and in quality of furnishing options.

All furnishings are supplied through Omnia co-operative contracts allowed by State law and the City's purchasing code.

## Council Priorities Served

*Responsible budgeting*

Use of co-op contracts provides a cost effective means of securing strong competitively established purchase pricing.

## Fiscal Impacts

Funding for the order in the amount of \$197,284 will be from the 2021 CIP.

## Attachments:

CBI Furniture Contract

## **Agreement for Transit Center Office Furniture For Murfreesboro Transportation Department**

This Agreement is entered into and effective as of \_\_\_\_\_ (the “Effective Date”), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee (the "City"), and **ONECBI, LLC**, a limited liability company of the State of North Carolina (“Contractor”).

This Agreement consists of the following documents:

- **This Agreement**
- **Omnia Partners Contracts:**
  - **#07-100 between Omnia Partners and Landscape Forms, Inc. effective date through September 30, 2025**
  - **#07-122 between Omnia Partners and Special T, LLC effective date through September 30, 2025**
  - **#R191803 between Omnia Partners and Exemplis LLC dba SitOnIt Seating effective date through April 30, 2025**
  - **#R191806 between Omnia Partners and Jasper Group dba Jasper Seating Company, Inc. effective date through April 30, 2025**
  - **#R191814 between Omnia Partners and ASSA Group, Inc. dba Enwork effective date through April 30, 2025**
  - **#R240113 between Omnia Partners and OFS Brands, Inc./Carolina effective date through December 31, 2027**
  - **#2020000622 between Omnia Partners and MillerKnoll, Inc. dba Herman Miller Inc. effective date through December 31, 2025**
- **CBI Workplace Solutions (authorized dealer for Landscape Forms, Inc., Special T, LLC, Exemplis LLC dba SitOnIt Seating, Jasper Group dba Jasper Seating Company, Inc., ASSA Group, Inc dba Enwork, OFS Brands, Inc/Carolia, and MillerKnoll, Inc dba Herman Hiller, Inc.) Proposal #PROP07150, dated December 23, 2024, based on Cooperative purchasing agreements between Omnia Partners and Landscape Forms, Inc., Special T, LLC, Exemplis LLC dba SitOnIt Seating, Jasper Group dba Jasper Seating Company, Inc., ASSA Group, Inc dba Enwork, OFS Brands, Inc/Carolia, and MillerKnoll, Inc dba Herman Hiller, Inc.) for office furniture, hereinafter, “Contractor’s Proposal” (Attachment A) Any properly executed amendments to this Agreement**

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

- **First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)**
- **Second, this Agreement**
- **Third, Omnia Partners Contracts with the following:**
  - **#07-100 between Omnia Partners and Landscape Forms, Inc. (all relevant documents), effective date through September 30, 2025**
  - **#07-122 between Omnia Partners and Special T, LLC (all relevant documents), effective date through September 30, 2025**
  - **#R191803 between Omnia Partners and Exemplis LLC dba SitOnIt Seating (all relevant documents), effective date through April 30, 2025**

- **#R191806 between Omnia Partners and Jasper Group dba Jasper Seating Company, Inc. (all relevant documents), effective date through April 30, 2025**
  - **# R191814 between Omnia Partners and ASSA Group, Inc. dba Enwork (all relevant documents), effective date through April 30, 2025**
  - **#R240113 between Omnia Partners and OFS Brands, Inc./Carolina (all relevant documents), effective date through December 31, 2027**
  - **#2020000622 between Omnia Partners and MillerKnoll, Inc. dba Herman Miller Inc. (all relevant documents), effective date through December 31, 2025**
  - **Lastly, CBI Workplace Solutions, Proposal #PROP07150, dated December 23, 2024, based on Cooperative Purchasing Agreements between Omnia Partners with Landscape Forms, Inc., Special T, LLC, Exemplis LLC dba SitOnIt Seating, Jasper Group dba Jasper Seating Company, Inc., ASSA Group, Inc dba Enwork, OFS Brands, Inc/Carolia, and MillerKnoll, Inc dba Herman Hiller, Inc.) Price Quote #PROP07150, dated December 23, 2024, based on Cooperative purchasing agreements between Omnia Partners and Landscape Forms, Inc., Special T, LLC, Exemplis LLC dba SitOnIt Seating, Jasper Group dba Jasper Seating Company, Inc., ASSA Group, Inc dba Enwork, OFS Brands, Inc/Carolia, and MillerKnoll, Inc dba Herman Hiller, Inc.**
1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase office furniture and installation in accordance with Contractor's Proposal dated December 23, 2024.
  2. **Term and Termination.** The term of this Agreement shall be from the Effective Date first written above until December 31, 2025. 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.
    - f. Notwithstanding the expiration of the Cooperative Contracts, the terms of this Contract and Contractor's obligations herein shall survive said expiration and continue in full force and effect until: (i) delivery and acceptance of the items or (ii) other termination as provided in this section.

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

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Price Proposal #PROP07150, dated December 23, 2024, based on the Omnia Partners Contracts #R191803, #R191806, #R191814, #07-100, #07-122, #2020000622, and #R240113, which reflects a **total purchase price of ONE HUNDRED NINETY SEVEN THOUSAND TWO HUNDRED EIGHTY FOUR DOLLARS AND EIGHTY TWO CENTS (\$197,284.82)**. 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 a 50% initial deposit and any additional invoices after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by Finance Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov).
  - b. All items should be available for delivery on or before ten weeks from date of order placement, depending upon manufacturers' lead times (not to exceed 12 weeks), which will be communicated to the City by CBI. Delivery shall be done Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. Forty-eight (48) hours advance notice should be given prior to delivery. The furniture shall be delivered to City of Murfreesboro Transit Center, 324 New Salem Highway, Murfreesboro, TN 37129. Contact Russ Brashear, Assistant Transportation Director [Rbrashear@murfreesborotn.gov](mailto:Rbrashear@murfreesborotn.gov), (615) 893-6441, extension 1643 prior to delivery. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
  - c. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Proposal dated December 23, 2024, from Contractor's Omnia Contracts #R191803, #R191806, #R191814, #07-100, #07-122, #2020000622, and #R240113.
  - d. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.
4. **Warranty.** Unless otherwise specified, every item proposed shall meet the warranty requirements set forth by the manufacturers.
5. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor upon request. 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. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees (“Expenses”) arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    1. Procure for the City the right to continue using the products or services.
    2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the

City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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 the Contractor:

[Lori Smith-Manlove, VP/GM]  
CBI Workplace Solutions  
7111 Commerce Way  
Brentwood, TN 37027  
Email: lori.smith-manlove@cbi-tn.com

8. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
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, epidemic, pandemic, 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 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.
- 23. **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.
- 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**

**CBI Workplace Solutions**

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

DocuSigned by:  
By: Loni Smith-Manlove  
[Loni Smith-Manlove, VP/GM]

APPROVED AS TO FORM:

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



**CBI Workplace Solutions**  
**7111 Commerce Way**  
**Brentwood TN 37027**  
**P: 615-221-0339**

**Proposal #:**  
 PROP07150

**Proposal Prepared By:**  
 Hannah Calvert  
 hannah.calvert@cbi-tn.com  
 615-840-1991

**Contract Date:**  
 12/23/2024

**Valid Through:**  
 02/21/2025

## CONTRACT

<b>Prepared For:</b> City of Murfreesboro 111 W. Vine Street Murfreesboro TN 37130 United States	<b>Installation:</b> City of Murfreesboro 111 W. Vine Street Murfreesboro TN 37130 United States	<b>Billing:</b> City of Murfreesboro 111 W. Vine Street Murfreesboro TN 37130 United States
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<b>Project # - Project Name:</b> PRJ03880 - Transit Center	<b>Project Notes / Comments:</b>  <b>Delivery Method:</b> Delivered and Installed
	<b>Terms:</b> Due upon receipt

### Project Totals

<b>Product:</b>	\$169,385.41
<b>Freight:</b>	\$6,399.41
<b>Professional Services:</b>	
<b>Labor:</b>	\$21,500.00
<hr/>	
<b>Subtotal:</b>	<b>\$197,284.82</b>
<b>Sales Tax:</b>	\$0.00
<hr/>	
<b>Project Total:</b>	<b>\$197,284.82</b>

### Payment Due

Due Dates	Description	Total
01/27/2025	An initial payment of 50% is due with your order.	\$98,642.41
03/24/2025	A payment of 40% is due when your product arrives from the manufacturer(s).	\$78,913.93
04/14/2025	The final 10% remaining will be billed upon substantial completion.	\$19,728.48
<b>Contract Payment Total</b>		<b>\$197,284.82</b>

Signature on Page 2 denotes acceptance of this proposal and seller's terms and conditions, as modified by Agreement signed by both parties. This proposal is valid for 30 days unless otherwise noted.

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**CBI TERMS AND CONDITIONS**

The following terms and conditions will apply to all orders. Any changes to the terms and conditions must be agreed to in writing by both parties.

**PAYMENT TERMS:** For all orders under \$25,000, payment terms are 50% INITIAL PAYMENT and balance due net 10 days from date of substantial completion. For all orders \$25,000 or greater, payment terms are as follows: INITIAL PAYMENT of 50% to be received prior to order placement, 40% payment to be received upon product delivery and 10% balance is due Net 10 days from date of substantial completion. A monthly service charge of 1 1/2% per month (18% per annum) will apply to all delinquent payments and will be added to the balance outstanding. Deliveries are to be paid for upon presentation of invoices covering each delivery. All Buyer's Own Materials (C.O.M.) must be paid for 100% in advance.

If for any reason the Buyer is unable to accept the merchandise as of the manufacturer's acknowledged shipping date, the Buyer will pay for storage and handling. Unless Special conditions exist the fee for storage and handling for the first month is 4% of the purchase price. This is a minimum fee for the first day and covers the first month or any part of that month. The fee covers the Seller's cost for receiving, storage and redelivery of the product during normal business hours. Each additional month of storage is 2% of the purchase price of the product. The Buyer is responsible for concealed damage of product stored longer than 10 days. Seller can un-carton and inspect each item at the Buyer's request for a fee of 4% of the purchase price of the product. Additionally, if storage is required, the Buyer hereby agrees to pay 90% of the invoice price for the merchandise within 10 days of the invoice date and pay the remaining 10% upon substantial completion of the installment. Substantial completion is the date when the work covered by this agreement is sufficiently complete that the buyer can occupy the project work area or designated portion thereof for the use it is intended.

The security of all merchandise delivered to the project site is the responsibility of the Buyer. The Buyer shall be responsible for providing security against loss or damage for the materials, furniture, furnishings, and equipment stored at the project premises between the dates of delivery and final acceptance by the Buyer. Arrangements for such security shall be satisfactory to Seller.

This contract shall be governed by and construed in accordance with the laws of the State of North Carolina. Any breach of this contract by the Buyer shall entitle Seller to recover interest upon any amount due. Title to the goods is not to pass to the Buyer until payment is received in full. In the event Seller employs an attorney to collect any unpaid outstanding balance of the contract obligation herein, Purchaser agrees to pay and shall pay the reasonable attorney's fees and costs incurred by Seller in collecting the unpaid balance, whether or not a civil lawsuit has been filed in the collection process. This contract contains all the terms, provisions, conditions and warranties of the Sales Agreement and no extension, modification or amendment hereof shall be valid unless it is in writing signed by an Authorized Buyer and Seller.

**TRANSPORTATION AND SPECIAL HANDLING CHARGES:** Any transportation cost incurred in shipment of goods from the factory will be paid by the Buyer. Special handling charges, including special cartoning and crating, imposed by the manufacturer will be paid by the Buyer.

**DELIVERY AND INSTALLATION:** In the event that delivery and/or installation is required as a part of the proposal, the following provisions shall apply:

1. Conditions of Job Site - The job site shall be clean, clear and free of debris prior to installation.
2. Job Site Services - Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.
3. Installation and Assembly - All installations will be performed during normal hours Mon-Fri, 8:00 am to 5:00 pm unless proposed otherwise in writing. Seller's ability to install or bolt in place movable furniture is dependent on jurisdictional agreements between trade unions at the job site. If trade regulations enforced at the time of installation require on-site union tradesmen to complete the installation, the cost will be additional. Delivery of unusual items requiring special handling such as insulated files, marble, glass, etc., shall be charged to Buyer at applicable commercial rates for such handling.
4. Delivered Goods - Goods delivered and brought onto the job site as scheduled shall be inspected by the Buyer or his agent for damage and count verification. If the Buyer or his designated agent is not available at the time of delivery the Buyer will accept Seller's count verification as accurate and final. After delivery of merchandise by Seller to Buyer, all risk of loss or damage shall pass to Buyer, including, but not limited to, any loss or damage by weather, other trades such as painting or plastering, telephone installation, fire or other elements and Buyer agrees to hold Seller harmless from loss from such reasons.
5. Receiving Documents - Seller provides Buyer's copies of receiving documents at the delivery point for all orders other than drop shipments. It is the Buyer's obligation to process its internal receiving documents in such a way as to meet Seller's payment terms.

**BUYER ORDER:** A Buyer order is considered legitimate and Seller is obligated to perform to the order specifications when the Buyer confirms the order in writing by issuing a (1) purchase order (2) authorizing letter, or (3) signs a Seller Buyer Agreement referencing a specific proposal or quotation. It is incumbent upon the Buyer to confirm the order in one of the above mentioned methods within 48 hours from the date of the Seller's purchase order. Failure to do so may result in cancellation of the order.

**CHANGES AND CANCELLATIONS:** Cancellation and/or changes in quantity or specification are subject to approval by Seller and manufacturer. Resultant charges from manufacturer would be paid by the Buyer. All requests for changes in quantity or specifications shall be delivered to Seller in writing. Seller cannot be held responsible for a manufacturer's failure to accept a change order. A restocking charge may be imposed for all approved cancellations by the Seller.

**MEANS OF SHIPMENT:** Seller's responsibility regarding delivery, damage and freight inquiries and claims, etc. is conditioned upon the means of shipment specified in the original order unless the conditions for storage apply as noted in the payment terms. The following paragraphs identify the live means of shipment and the extent of Seller's responsibility:

1. Delivered and Installed - Seller will bear the full responsibility of delivering and installing the merchandise in acceptable condition, obtaining written Buyer acceptance, and handling any difficulties regarding damage and freight inquiries and claims.
2. Direct - The merchandise is shipped directly to the Buyer, but Seller will meet the shipment and assume the full responsibility of "delivered and installed" terms.
3. Delivery Only - The merchandise is delivered to the Buyer's dock; Seller assumes the responsibility of damage and freight inquiry and claims but does not install the merchandise.
4. Drop Ship - The merchandise is shipped and invoiced F.O.B. factory. The Buyer assumes all responsibility regarding damage and freight inquiries and claims.

**STATE AND LOCAL TAXES:** The Buyer shall pay all taxes, levied or based upon the furniture and services invoiced by Seller, including state and local sales and use taxes. Buyers who are exempt from the above taxes shall provide Seller with copies of exemption certificate upon confirmation of the order.

**WARRANTY:** All merchandise sold under this agreement is warranted by Seller to be free from defects in materials or workmanship to the same extent as warranted by the merchandise manufacturers. Seller agrees to repair or replace at Seller's discretion defective merchandise covered by the above referenced warranty. This warranty agreement is contingent upon the Buyers promptly notifying Seller in writing of any claim with respect to the merchandise, and affording Seller a reasonable opportunity to examine the merchandise and investigate the claimed defect. Seller in no event shall be liable for damages beyond the price paid by Buyer for such defective merchandise. This warranty is in lieu of all other warranties expressed or implied, and it is agreed that there is no oral or implied additional warranties made in connection with the sale of the merchandise sold.

**MEDIA RELEASE:** Buyer provides consent for Seller to photograph project from installation through final stages of completion for project management, training, punch management and marketing purposes.

**GENERAL LIABILITY:** No liability will accrue against Seller as a result of any breach of these terms and conditions resulting from any work stoppage, accident, fire, civil disobedience, riots, rebellions, and Acts of God beyond Seller's control.

PROP07150

\$197,284.82

Client Signature	Print Name	Date	Proposal #	Project Total
CBI Signature	Print Name	Date		

Signature denotes acceptance of this proposal and seller's terms and conditions, as modified by Agreement signed by both parties.



**Proposal #:**  
PROP07150

		QTY	UNIT SELL	EXT SELL
3231.TBT9.TZ1848	Tensor Tabletop, 18"D x 48"W Rectangle	1	\$138.00	\$138.00
3232.TBT9.TZ1848	Tensor Base, For 18"D x 48"W Rectangle Tabletop	1	\$266.80	\$266.80
2722T.A142.B1	Amplify, Midback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	1	\$398.82	\$398.82
DPRN3615L	Oh Hey! Round Coffee Table w/ no plinth, 36dia. x 15"H, Laminate	1	\$953.40	\$953.40
PLPF21	Poet Peb Single Seat - 33d x 35w x 32h	4	\$1,477.30	\$5,909.20
MENFSBTW	Enfold Sideboard, Tall Wide	1	\$3,030.72	\$3,030.72
CC-M7136BCC	Intermix 71x20x36 Buffet Door/Drawer Credenza	1	\$1,743.42	\$1,743.42
DP6B.B15	Power Module for Tech Bucket	2	\$485.42	\$970.84
DP5B.	Tech Bucket	2	\$240.20	\$480.40
DP1ACS.254192LL BST	Headwayâ,,ç Rectangle Shape, Cabinet-Base, Seated Height Table	1	\$3,697.40	\$3,697.40
77016	Pur 23.75x24.5x37.5 Mid Back Swivel	12	\$1,105.02	\$13,260.24
VST3072BC	Vision 15-1/2d x 30w x 72h 5-Shelf Bookcase	3	\$590.82	\$1,772.46
VST1530-18WMS	Vision Wall Mount Single Shelf For 72" Height-15.375d x 30w x 17 1/2h	3	\$209.54	\$628.62
VS3025WPTK	Vision 25"H Wall Panel - Tackboard-1d x 30w x 25h	6	\$221.20	\$1,327.20
VST3035WP	Vision 34 11/16" H Wall Panel-7.9375d x 30w x 34 11/16h	3	\$121.04	\$363.12
VST3024MOS	Vision Modular Open Shelf Pedestal-22 1/8d x 29 7/8w x 28 5/16h	3	\$334.88	\$1,004.64
VST1660WSO	Vision 16d x 60w x 18h Wall Mount Overhead Cabinet w/Four Doors	3	\$688.90	\$2,066.70
VST2460MCT	Vision 24 x 60 Modular Credenza Top	3	\$187.53	\$562.59
NST30-29RDX	Nosh Round Table with X Base-30d x 29h	3	\$598.00	\$1,794.00
VST3024MRM	Vision 22 7/8d x 29 7/8w x 28h Modular Multi-File Pedestal, Right	3	\$610.44	\$1,831.32
VSTB3072- AH24PDL	Vision Adjustable Casework - Peninsula Desk - 24"D Credenza-30d x 72w x Adj.h	3	\$2,043.25	\$6,129.75
64SXGL	Remix Side Chair, glides	6	\$537.44	\$3,224.64
2722T.A142.B1	Amplify, Midback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	3	\$398.82	\$1,196.46
60TF27T	Copilot 27"h TFL Laminate Table - 14d x 22w x 27h	2	\$302.68	\$605.36
KNF1842L	Knox Magazine Table - Laminate Top	1	\$399.46	\$399.46
TK1613	Teekan Single Seat Lounge- Armless- 27 1/2d x 24-1/2w x 31h	2	\$616.66	\$1,233.32
TK1631	Teekan Three Seat Lounge 27 1/2d x 78w x 31h	1	\$1,697.36	\$1,697.36
3272.TBT15TR3030 TH29	Parallon Base, Disc Base, For 30" Round Tabletop, 29" Height	1	\$245.64	\$245.64
3272.TBT16TZ3696 TH29	Parallon Base, Dual Disc Base, For 36"D x 96"W Rectangle Tabletop, 29" Height	2	\$491.28	\$982.56
3271.TBT15.TR303 0	Parallon Tabletop, Disc Base, 30" Round	1	\$228.62	\$228.62
3271.TBT16.TZ369 6	Parallon Tabletop, Dual Disc Base, 36" D x 96"W Rectangle	2	\$655.50	\$1,311.00
1011FT1.PS	Lumin, Four-Leg Chair, Plastic Seat & Back, Armless	8	\$149.50	\$1,196.00
MINGLE	OUTDOOR MINGLE; TITANIUM METALLIC	2	\$4,641.12	\$9,282.24
GP5428FU-EMTK	Flux Style Fabric Privacy Screen - 54w x 27 5/8h x 1 1/8d	2	\$790.19	\$1,580.38
VST3060AHTD-S	Vision Laminate Adj Hgt Table Desk - Std Range - 30d x 60w x Adj h	2	\$643.93	\$1,287.86
VST2472LC	Vision 24 x 72 File/File Pedestal Credenza, Left	1	\$841.51	\$841.51
VST2472RC	Vision 24 x 72 File/File Pedestal Credenza, Right	1	\$841.51	\$841.51



**Proposal #:**  
PROP07150

		QTY	UNIT SELL	EXT SELL
3272.TBT4.TR3636 TH29	Parallon Base, X-Base, For 36" Round Tabletop, 29" Height	1	\$163.76	\$163.76
3271.TBT4.TR3636	Parallon Tabletop, X-Base, 36" Round	1	\$176.18	\$176.18
1011FT1.PS	Lumin, Four-Leg Chair, Plastic Seat & Back, Armless	3	\$149.50	\$448.50
2722BB1.A141S1	Amplify, Midback, Mesh Back, Basic Stool, Height Adj Arms	2	\$447.12	\$894.24
2722T.A142.B1	Amplify, Midback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	2	\$398.82	\$797.64
3150.CPT00	Mobile Pedestal, Box File	3	\$167.44	\$502.32
2722BB1.A141S1	Amplify, Midback, Mesh Back, Basic Stool, Height Adj Arms	3	\$447.12	\$1,341.36
VST0940TDM	Vision Laminate Modesty Panel - Adj. Height Table - 3/4d x 40w x 9h	1	\$93.29	\$93.29
VST3048AHTD-S	Vision Laminate Adj Hgt Table Desk - Std Range - 30d x 48w x Adj h	1	\$623.83	\$623.83
VST2478RC	Vision 24 x 78 File/File Pedestal Credenza, Right	1	\$874.52	\$874.52
3272.TBT4.TR3636 TH29	Parallon Base, X-Base, For 36" Round Tabletop, 29" Height	2	\$163.76	\$327.52
3271.TBT4.TR3636	Parallon Tabletop, X-Base, 36" Round	2	\$176.18	\$352.36
1011FT1.PS	Lumin, Four-Leg Chair, Plastic Seat & Back, Armless	4	\$149.50	\$598.00
VST0964TDM	Vision Laminate Modesty Panel - Adj. Height Table - 3/4d x 64w x 9h	1	\$109.08	\$109.08
VST3072BC	Vision 15-1/2d x 30w x 72h 5-Shelf Bookcase	1	\$590.82	\$590.82
VST1530WOO	Vision 15 7/16d x 30w x 18h Wall Mount Open Overhead	1	\$332.01	\$332.01
VST1648WSOL	Vision 48d x 16w x 18h Wall Mount Overhead Cabinet w/Three Doors - Left	1	\$599.91	\$599.91
VST3072AHTD-S	Vision Laminate Adj Hgt Table Desk - Std Range - 30d x 72w x Adj h	1	\$690.33	\$690.33
VST2478RC	Vision 24 x 78 File/File Pedestal Credenza, Right	1	\$874.52	\$874.52
2722T.A142.B1	Amplify, Midback, Mesh Back, Swivel Tilt Cntrl, Height/Width Adj Arms	2	\$398.82	\$797.64
CC-M7136BCC	Intermix 71x20x36 Buffet Door/Drawer Credenza	2	\$1,743.42	\$3,486.84
50123	Acen, Mesh Back Nesting Side Chair, No Arms - 3/Carton	13	\$692.58	\$9,003.54
50121	Acen, Mesh Back Nesting Side Chair, No Arms - 1/Carton	1	\$250.74	\$250.74
QUCR2460A	Quantum Flip Table, 24"D x 60"W, Rectangle/3mm Edge	20	\$866.60	\$17,332.00
AMPM48	Mesh Modesty Panel with Wire Management, 48"W x 10"H, black	20	\$172.20	\$3,444.00
60TF27T	Copilot 27"h TFL Laminate Table - 14d x 22w x 27h	1	\$314.79	\$314.79
1677-OA	Modern Amenity 26.5x33.25x44 Open Arm 3-Position Recliner	1	\$1,664.88	\$1,664.88
LW200.365	Lat File,W-Pull Freestd Flip Dr W/Pullout Shf,4 Dwr 36W	7	\$1,115.19	\$7,806.33
232092-	+Lock Plug and Key,Black UM Series	7	\$0.00	\$0.00
ZIA-T57	ZIA Training 24 X 48"W Rectangle, 36"H, Folkstone Grey, Black Base	2	\$504.00	\$1,008.00
3150.CPT00	Mobile Pedestal, Box File	2	\$167.44	\$334.88
2722BB1.A141S1	Amplify, Midback, Mesh Back, Basic Stool, Height Adj Arms	2	\$447.12	\$894.24
PLEXUS BENCH	PLEXUS 3-SEAT WITH INTERMEDIATE ARMS	16	\$2,364.51	\$37,832.16
PL216	MOBILE LECTERN	1	\$341.62	\$341.62
EXT.FREIGHT	FREIGHT	1	\$229.41	\$229.41
EXT.FREIGHT	LANDSCAPE FORMS FREIGHT	1	\$6,170.00	\$6,170.00
CBI.LABINST	Landscape Forms Labor	1	\$5,650.00	\$5,650.00
CBI.LABINST	RECEIVE, DELIVER, INSTALL	1	\$15,850.00	\$15,850.00
<b>SUBTOTAL:</b>			<b>\$197,284.82</b>	



**Proposal #:**  
PROP07150

<b>Subtotal:</b>	\$197,284.82
<b>Sales Tax:</b>	\$0.00
<b>TOTAL:</b>	\$197,284.82



**CBI Workplace Solutions**  
**7111 Commerce Way**  
**Brentwood TN 37027**  
**P: 615-221-0339**

**Proposal #:**  
 PROP07150

**Proposal Prepared By:**  
 Hannah Calvert  
 hannah.calvert@cbi-tn.com  
 615-840-1991

**Contract Date:**  
 12/23/2024

**Valid Through:**  
 02/21/2025

# INVOICE

<b>Prepared For:</b> City of Murfreesboro 111 W. Vine Street Murfreesboro TN 37130 United States	<b>Installation:</b> City of Murfreesboro 111 W. Vine Street Murfreesboro TN 37130 United States	<b>Billing:</b> City of Murfreesboro 111 W. Vine Street Murfreesboro TN 37130 United States
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<b>Project # - Project Name:</b> PRJ03880 - Transit Center	<b>Project Notes / Comments:</b>
<b>Delivery Method:</b> Delivered and Installed	<b>Terms:</b> Due upon receipt

### Project Totals

### Payment Due

<b>Product:</b>	\$169,385.41
<b>Freight:</b>	\$6,399.41
<b>Professional Services:</b>	
<b>Labor:</b>	\$21,500.00
<hr/>	
<b>Subtotal:</b>	<b>\$197,284.82</b>
<b>Sales Tax:</b>	\$0.00
<hr/>	
<b>Project Total:</b>	<b>\$197,284.82</b>

Due Dates	Description	Total
01/27/2025	An initial payment of 50% is due with your order.	\$98,642.41

**Remit Payment to:**  
 ONECBI, LLC d/b/a CBI  
 4020 Yancey Road  
 Charlotte, NC 28217  
 Email: AR@cbi-nc.com

**Automated Clearing House Transactions:**  
 Account Title: ONECBI LLC  
 Account Number: 487004179259  
 Bank Name: Bank of America  
 Bank Routing Number: 082000073

**For Wire Transfer Transactions:**  
 Account Title: ONECBI LLC  
 Account Number: 487004179259  
 Bank Name: Bank of America  
 Bank Routing Number: 026009593  
 SWIFT Address: BOFAUS3N

**COUNCIL COMMUNICATION**

**Meeting Date: 01/16/2025**

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**Item Title:** Public Entity Partners Safety Equipment Grant Acceptance

**Department:** Human Resources

**Presented by:** Randolph Wilkerson, Human Resources Director

**Requested Council Action:**

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

**Summary**

Consider resolution 25-R-01 to accept a matching grant from the City’s worker’s compensation insurance carrier, Public Entity Partners (PEP), for safety equipment purchases.

**Staff Recommendation**

Adopt Resolution 25-R-01 to accept PEP’s 2024-2025 Judy Housley Safety Partners Matching Grant.

**Background Information**

PEP has awarded the City a \$4,000 matching grant for safety equipment, allocated as follows:

- **Street Department:**
  - \$757.48 for a Fire Welding Cylinder Hand Truck (Cart).
  - \$2,124.90 as partial reimbursement for steel-toe safety shoes (total cost: \$9,563.37).
- **Fleet Department:**
  - \$478.90 for two drum spill containment platforms.
  - \$638.72 for two eyewash stations to accompany the spill containment platforms

The grant will reduce the City’s expenditure on the equipment to \$7,348.47.

**Council Priorities Served**

Responsible budgeting

**Fiscal Impact**

The \$4,000 grant will help offset the \$11,438.47 in expenditure already allocated in the Department’s FY25 operating budget.

**Attachments**

1. Resolution 25-R-01
2. 2024 - 2025 Safety Partners Grant Application



**RESOLUTION 25-R-01** authorizing the City of Murfreesboro to participate in Public Entity Partners Safety Partners Matching Grant Program.

**WHEREAS**, the safety and well-being of the employees of the City of Murfreesboro is of the greatest importance; and

**WHEREAS**, the City endeavors to provide a safe and hazard-free workplace for the its employees; and

**WHEREAS**, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a *Safety Partners Matching Grant Program*; and

**WHEREAS**, the City of Murfreesboro now seeks to participate in this important program.

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

SECTION 1. That the City of Murfreesboro is hereby authorized to apply for a grant through Public Entity Partner's *Safety Partners Matching Grant Program*. A copy of the City's application is attached hereto as Exhibit A.

SECTION 2. That the City of Murfreesboro is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

SECTION 3. This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

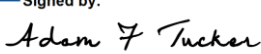
Passed: \_\_\_\_\_  
\_\_\_\_\_

Shane McFarland, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

CONGRATULATIONS! We have received your submission for the Judy Housley Safety Partners Grant to PE Partners for consideration. Please review the following information: should there be any changes contact [Tahtia Mitchell](#) or you may call her at (615) 371-0049.

## *Safety Partners Grant*

### PE Partners Judy Housley Safety Partners Grant APPLICATION

<b>Application Date:</b>	8/9/2024 3:22:24 PM
<b>Participant city (or Agency) Name:</b>	City of Murfreesboro
<b>P.O. Box Address or Street:</b>	111 West Vine St, PO Box 1139
<b>City:</b>	Murfreesboro
<b>Zip Code:</b>	37133
<b>Contact Person:</b>	Michael Ensminger
<b>Contact Person - Title:</b>	Safety Officer
<b>Contact Person - Telephone:</b>	615-648-9983
<b>Contact Person - Email:</b>	mensminger@murfreesborotn.gov
<b>No of Full Time Employees in City/Agency</b>	1222
<b>No. Employees Affected by this Purchase:</b>	82
<b>City/Agency Desires to Purchase the Following:</b>	Purchase: 1) Firewall Welding Cylinder Hand Truck ( <b>\$757.48</b> ). 2) Cylinder 2 Two Drum Spill Platform 2nd containment for used Batteries ( <b>\$478.90</b> ). 3) Eye wash station to accompany the 2nd containment ( <b>\$638.72</b> ). 4) Purchased 48 estimated Pairs of Safety Shoes ( <b>\$9,563.37</b> ).
	1. Firewall Welding Cylinder Hand Truck. ( <b>\$757.48</b> ) The Firewall Welding Cylinder Hand Truck will be implemented within our Street Department to enhance employee safety while moving and operating

**Justification for the Needed Purchase:**

welding cylinders throughout the workday. This equipment ensures compliance with OSHA standards 1910.253b2 and 1910.253b4iii providing necessary protection against hazards associated with welding cylinder handling. 2. Two Drum Spill Platforms (**\$478.90**) 3. Eye Wash Stations (**\$638.72**). The introduction of a Two Drum Spill Platform and two eye wash stations will significantly improve safety for employees within the Fleet Department by: Spill Platform: Centralizing the storage of used batteries effectively containing any acid runoff and minimizing environmental risks. Eye Wash Stations: Offering immediate care in case of acid exposure thereby reducing the risk of injury from chemical spills. These measures ensure compliance with EPA regulation 273.13a and ANSI standard Z358.1 Section 5.4.4 enhancing our response to potential chemical hazards. 4. Safety Shoes (**\$9,563.37**). Providing safety shoes for employees within the Street Department protects against puncture compression and impacts to the feet. The shoes also offer improved slip resistance which is crucial for performing daily tasks safely. This initiative ensures compliance with OSHA standard 1910.136a safeguarding employees from common workplace hazards.

**Estimate #1 - Calculated Total**

11,438.47

**Estimate #2 - Calculated Total**

11,438.47

**Approving Supervisor - Name**

Rhonda Darnell



**No Items.**

# COUNCIL COMMUNICATION

Meeting Date: 01/16/2025

**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
High Society, Inc	High Society	211 W Main St	On-Premises	Restaurant	Name Change/Ownership Change
Bounlay Malaikham	Ladna 88	1610 Bradyville Pike	On-Premises	Restaurant	Ownership Change
Seasons of Murfreesboro 2	Seasons of Murfreesboro 2	1733 Saint Andrews Dr	On-Premises	Restaurant	New Location

**Special Event Beer Permits**

<b>Name of Applicant</b>	<b>Date of Event</b>	<b>Type of Event</b>	<b>Location of Event</b>
Children’s Museum Corp. Discovery Center	03/07/2025	Wine & Whiskey Fundraiser	502 SE Broad St
Children’s Museum Corp. Discovery Center	05/02/2025	Shakesbeer Fundraiser	502 SE Broad St
Children’s Museum Corp. Discovery Center	06/06/2025	Secret Garden Party Fundraiser	1471 Avellino Circle

**Background Information**

All applicants meet the requirements for issuing a beer permit per the City Code Chapter 4 Alcoholic Beverages with the exception of pending building and codes inspections for regular beer permits or pending special event permit for special event beer permits.

**Council Priorities Served**

*Maintain public safety*

Controlling the sale of beer within the City provides enforcement tools by the City for restrictions as to where beer is sold, ability to obtain the right to sell beer, time of beer sales and onsite consumption.

**Attachments**

Summaries of Request

## Beer Application

Summary of information from the beer application:

<b>Name of Business Entity/Sole Proprietor</b>	High Society, Inc.
<b>Name of Business</b>	High Society
<b>Business Location</b>	211 W Main St
<b>Type of Business</b>	Restaurant
<b>Type of Permit Applied For</b>	On-Premises

Type of Application:

<b>New Location</b>	_____
<b>Ownership Change</b>	_____ X _____
<b>Name Change</b>	_____ X _____
<b>Permit Type Change</b>	_____
<b>Corporation</b>	_____ X _____
<b>Partnership</b>	_____
<b>LLC</b>	_____
<b>Sole Proprietor</b>	_____

5% or more Ownership

<b>Name</b>	Christie S Sneed
<b>Age</b>	57
<b>Residency City/State</b>	Jasper, AL
<b>Race/Sex</b>	White/F
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

<b>Name</b>	Tommy Dang
<b>Age</b>	44
<b>Residency City/State</b>	Smyrna, TN
<b>Race/Sex</b>	Asian/M
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

**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:

<b>Name of Business Entity/Sole Proprietor</b>	Bounlay Malaikham
<b>Name of Business</b>	Ladna 88
<b>Business Location</b>	1610 Bradyville Pike
<b>Type of Business</b>	Restaurant
<b>Type of Permit Applied For</b>	On-Premises

Type of Application:

<b>New Location</b>	_____
<b>Ownership Change</b>	_____ X _____
<b>Name Change</b>	_____
<b>Permit Type Change</b>	_____
<b>Corporation</b>	_____
<b>Partnership</b>	_____
<b>LLC</b>	_____
<b>Sole Proprietor</b>	_____ X _____

5% or more Ownership

<b>Name</b>	Bounlay Malaikham
<b>Age</b>	54
<b>Residency City/State</b>	Murfreesboro, TN
<b>Race/Sex</b>	Asian/M
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

**Application Completed Properly?** Yes

**Occupancy Application Approved?** No

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

\*\*\*I request permission to issue the beer permit upon successful completion of all required building and codes inspections.



**Beer Application**

Summary of information from the beer application:

<b>Name of Business Entity/Sole Proprietor</b>	Seasons of Murfreesboro Bar & Grill 2
<b>Name of Business</b>	Seasons of Murfreesboro Bar & Grill 2
<b>Business Location</b>	1733 Saint Andrews Dr
<b>Type of Business</b>	Restaurant
<b>Type of Permit Applied For</b>	On-Premises

**Type of Application:**

<b>New Location</b>	<u>          X          </u>
<b>Ownership Change</b>	<u>                          </u>
<b>Name Change</b>	<u>                          </u>
<b>Permit Type Change</b>	<u>                          </u>
<b>Corporation</b>	<u>          X          </u>
<b>Partnership</b>	<u>                          </u>
<b>LLC</b>	<u>                          </u>
<b>Sole Proprietor</b>	<u>                          </u>

**5% or more Ownership**

<b>Name</b>	Raymond David
<b>Age</b>	47
<b>Residency City/State</b>	Lascassas, TN
<b>Race/Sex</b>	White/M
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

<b>Name</b>	William Garner
<b>Age</b>	58
<b>Residency City/State</b>	Antioch, TN
<b>Race/Sex</b>	Black/M
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

<b>Name</b>	Nady Nasralla
<b>Age</b>	43
<b>Residency City/State</b>	Mount Juliet, TN
<b>Race/Sex</b>	White/M
<b>Background Check Findings</b>	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

**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.

## Special Event Beer Application

Summary of information from the beer application:

**Name of Non-Profit Organization** Children's Museum Corp. (Discovery Center)  
**Organization Address** 502 SE Broad Street

**Event Location** 502 SE Broad Street  
**Event Date** 3/7/2025  
**Event Time** 5:30 p.m. until 8:30 p.m.  
**Period for Beer to be Served** 5:30 p.m. until 8:30 p.m.  
**Nature and Purpose of Event** Wine & Whiskey fundraiser  
**Approximate Number of Persons Expected to Attend** 250

**Event Location** 502 SE Broad Street  
**Event Date** 5/2/2025  
**Event Time** 5:30 p.m. until 8:30 p.m.  
**Period for Beer to be Served** 5:30 p.m. until 8:30 p.m.  
**Nature and Purpose of Event** Shakesbeer fundraiser  
**Approximate Number of Persons Expected to Attend** 250

**Event Location** 1471 Avellino Circle  
**Event Date** 6/6/2025  
**Event Time** 6:00 p.m. until 10.00 p.m.  
**Period for Beer to be Served** 6:00 p.m. until 10.00 p.m.  
**Nature and Purpose of Event** Secret Garden Party fundraiser  
**Approximate Number of Persons Expected to Attend** 250

**Application Completed Properly?** Yes

**Internal Revenue Letter Provided?** Yes

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

