

MURFREESBORO CITY COUNCIL
Regular Meeting Agenda
Council Chambers – 6:00 PM
February 6, 2025

Public Comment on Actionable Agenda Items

PRAYER

Mr. Austin Maxwell

PLEDGE OF ALLEGIANCE

Consent Agenda

1. Mandatory Referral for Abandonment of a Sanitary Sewer Easement West of Cason Lane (Planning)
2. Trade of Firearms to GT Distributors (Police)
3. Amendment Three To Grant Contract (Police)
4. Contract Amendment with TDOT for Matching 5339 Funds (Transportation)
5. United Systems Contract - Remote Mount Antenna Kits (Water Resources)
6. United Systems Contract - Water Meters (Water Resources)
7. SSR Task Order Amendment No. 1 - Plans Review Assistance (Water Resources)
8. MSA Amendment 2 with MR Systems, LLC (Water Resources)
9. Asphalt Purchases Report (Water Resources)

Minutes

10. City Council Meeting Minutes (Finance)

Old Business

Ordinance

11. FY25 Budget Amendment Ordinance 25-O-06 (2nd and Final Reading) (Finance)
 - a. Consider changes to Ordinance 25-O-06
 - b. 2nd and Final Reading: Ordinance 25-O-06

New Business

Land Use Matters

12. Amending the PRD zoning for property along Veals Road (Planning)
 - a. Public Hearing: Amend the zoning on 205.21 acres
 - b. First Reading: Ordinance 25-OZ-02
13. Rezoning property along Old Lascassas Road (Planning)
 - a. Public Hearing: Rezone 4.0 acres
 - b. First Reading: Ordinance 25-OZ-03

14. Amending the PCD zoning for property along North Rutherford Boulevard (Planning)
 - a. Public Hearing: Amend the zoning on 1.94 acres
 - b. First Reading: Ordinance 25-OZ-04
15. Rezoning property along East Castle Street (Planning)
 - a. Public Hearing: Rezone 3.88 acres
 - b. First Reading: Ordinance 25-OZ-05

On Motion

16. Purchase of Service Truck (Fleet Services)
17. Calgon Carbon Corporation Contract - Granular Activated Carbon (Water Resources)
18. SSR Task Order Emerging Contaminant GAC Pilot (Water Resources)
19. Old Fort Park Parking Renovations - Stormwater Participation (Water Resources)
20. WRRF Wet Weather Upgrades - SSR Task Order Amendment No. 1 (Water Resources)
21. WRRF Wet Weather Upgrades - TTL Task Order Geotech Services (Water Resources)

Board & Commission Appointments

Licensing

22. Beer Permits (Finance)

Payment of Statements

Other Business

Adjourn

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Mandatory Referral for Abandonment of a Sanitary Sewer Easement West of Cason Lane

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 abandonment of a portion of a sanitary sewer easement west of Cason Lane in the Stonebridge at Three Rivers development.

Staff Recommendation

Approve the mandatory referral request.

The Planning Commission recommended approval at its January 15, 2025 regular meeting.

The Murfreesboro Water Resources Board voted to approve this request at its January 28, 2025 regular meeting.

Background Information

In this mandatory referral [2024-730], Council is being asked to consider abandoning a portion of a sanitary sewer easement on property located west of Cason Lane in the Stonebridge at Three Rivers residential development. The easement in question, which is located adjacent to Spence Creek at the very north end of this development, was recorded by plat. The area in question is proposed to be developed with Stonebridge Phase 2C, which will consist of 22 dwelling units in six buildings. The subject easement conflicts with the location of one of the proposed buildings. The developer is requesting to abandon a portion of this easement to eliminate the conflict. MWRD has reviewed the abandonment request and does not object to its approval, because, with the current sanitary sewer main alignment, the portion of the easement in question is surplus.

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

1. The applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) to the Legal Department to prepare legal instrument(s) to formally abandon the easement in question.
2. The legal instrument(s) will be subject to the final review and approval of the Legal Department.

3. The applicant will be responsible for recording these instrument(s), including payment of the recording fee.
4. Per MWRD, approval shall be subject to the developer paying \$4,268 to the City for the portion of the easement requested to be abandoned.

Council Priorities Served

Establish Strong City Brand

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

Improve Economic Development

The abandonment of this easement will help to facilitate the next phase of the Stonebridge at Three Rivers residential development.

Attachments:

1. Staff comments from 01/15/2025 Planning Commission meeting
2. Letter and exhibits from applicant
3. MWRD Staff comments from 01/28/2025 Water Resources Board meeting

6.a. Mandatory Referral [2024-730] to consider the abandonment of a portion of a sanitary sewer easement located on property east of Cason Lane, SEC, Inc. on behalf of AR Nashville, LLC applicant.

In this mandatory referral, the Planning Commission is being asked to review the proposed abandonment of a portion of an existing sanitary sewer easement within the Stonebridge at Three Rivers development. A site plan for Stonebridge at Three Rivers Phase 2C was administratively approved in December 2024, subject to this abandonment being approved.

The developer originally requested and obtained approval, from City Council, to abandon the easement in February of 2018. However, the abandonment was never finalized, and the developer has since expanded the request to include an additional portion of the easement. This necessitated the submission of the current request.

The developer seeks to abandon this portion of the easement to eliminate conflicts with proposed building locations. According to discussions with the design engineer, the existing easement, recorded in 2007, was based on a previous design and is no longer required in its current location. The easement has since been modified and relocated to reflect the route used to construct the sanitary sewer line.

The Water Resources Department (MWRD) has reviewed the request to abandon and relocate the easement and concurs with it. The Water Resources Board is scheduled to consider this matter at its January 28th meeting.

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

1. Review and approval by the Water Resources Board prior to final consideration of this request by the City Council.
2. If approved by City Council, the applicant will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare legal instrument(s) to formally abandon the easements in question.
3. The recording of the quitclaim deed abandoning the easement shall be done simultaneously with the recording of instrument that records the new easement.
4. The legal instrument(s) will be subject to the final review and approval of the Legal Department.
5. The applicant will also be responsible for recording the instrument(s), including payment of the recording fee.

November 13, 2024

Ms. Holly Smyth
City of Murfreesboro Planning Dept.
111 West Vine Street
Murfreesboro, TN 37133-1139

RE: Stonebridge at 3 Rivers, Phase IIC
Sewer Easement Abandonment Mandatory Referral
SEC Project No. 07107

Dear Holly,

Please find the attached supplemental documents to support the mandatory referral request to abandon portions of the sewer line and easement at the property.

Should you need any clarification concerning the request, please feel free to contact me at 615-890-7901 or [REDACTED].

Sincerely,



John Miner , P.E.
SEC, Inc.



City of Murfreesboro

Mandatory Referral Application

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

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way.....	\$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way.....	\$150.00

Property Information:

Tax Map/Group/Parcel: Tax Map114 Parcel17.05 | Address (if applicable):

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Sewer Easement Abandonment

Applicant Information:

Name of Applicant: John Miner

Company Name (if applicable): SEC, Inc.

Street Address or PO Box: 850 Middle Tennessee Blvd

City: Murfreesboro

State: TN

Zip Code: 37129

Email Address: [REDACTED]

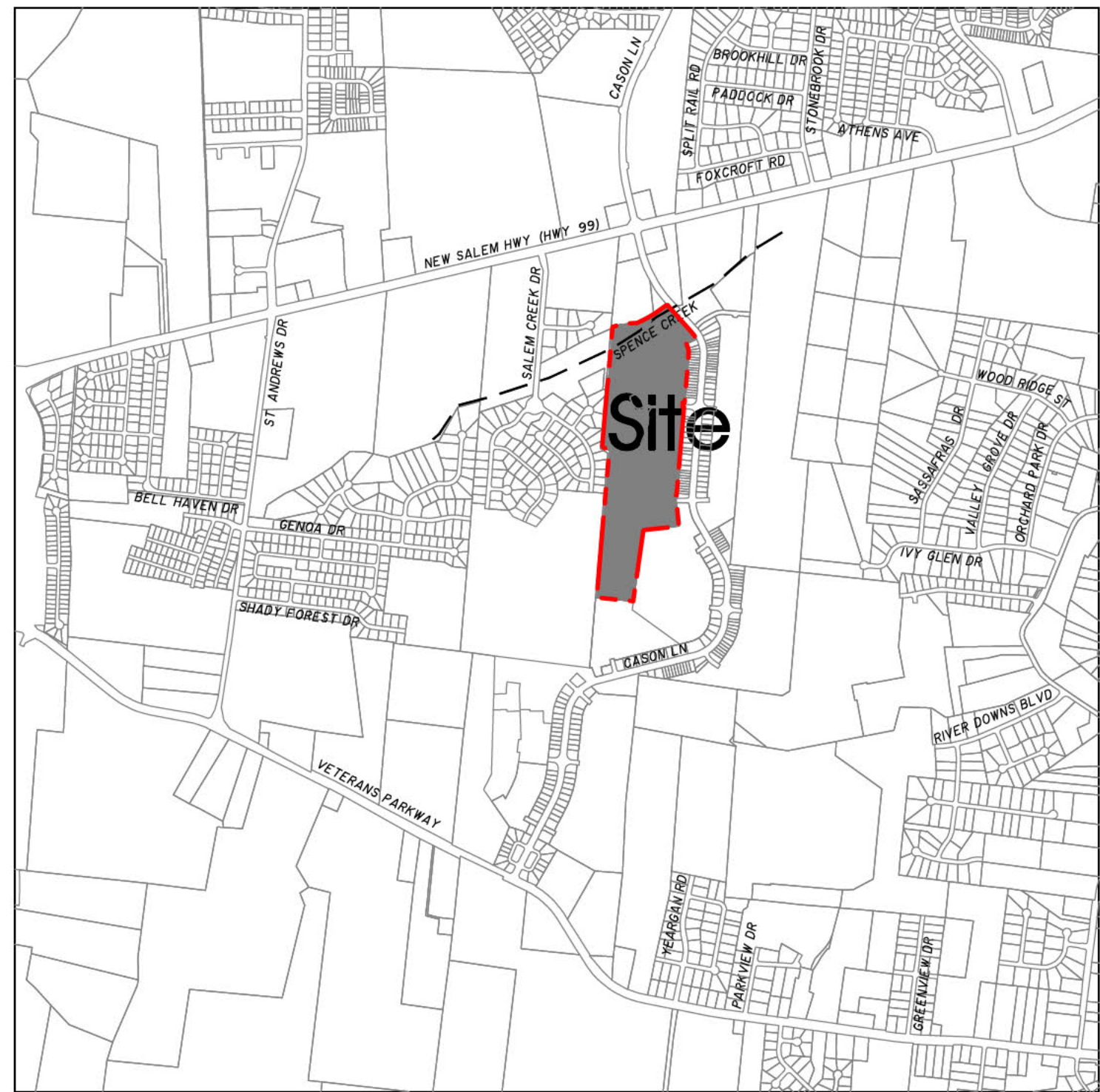
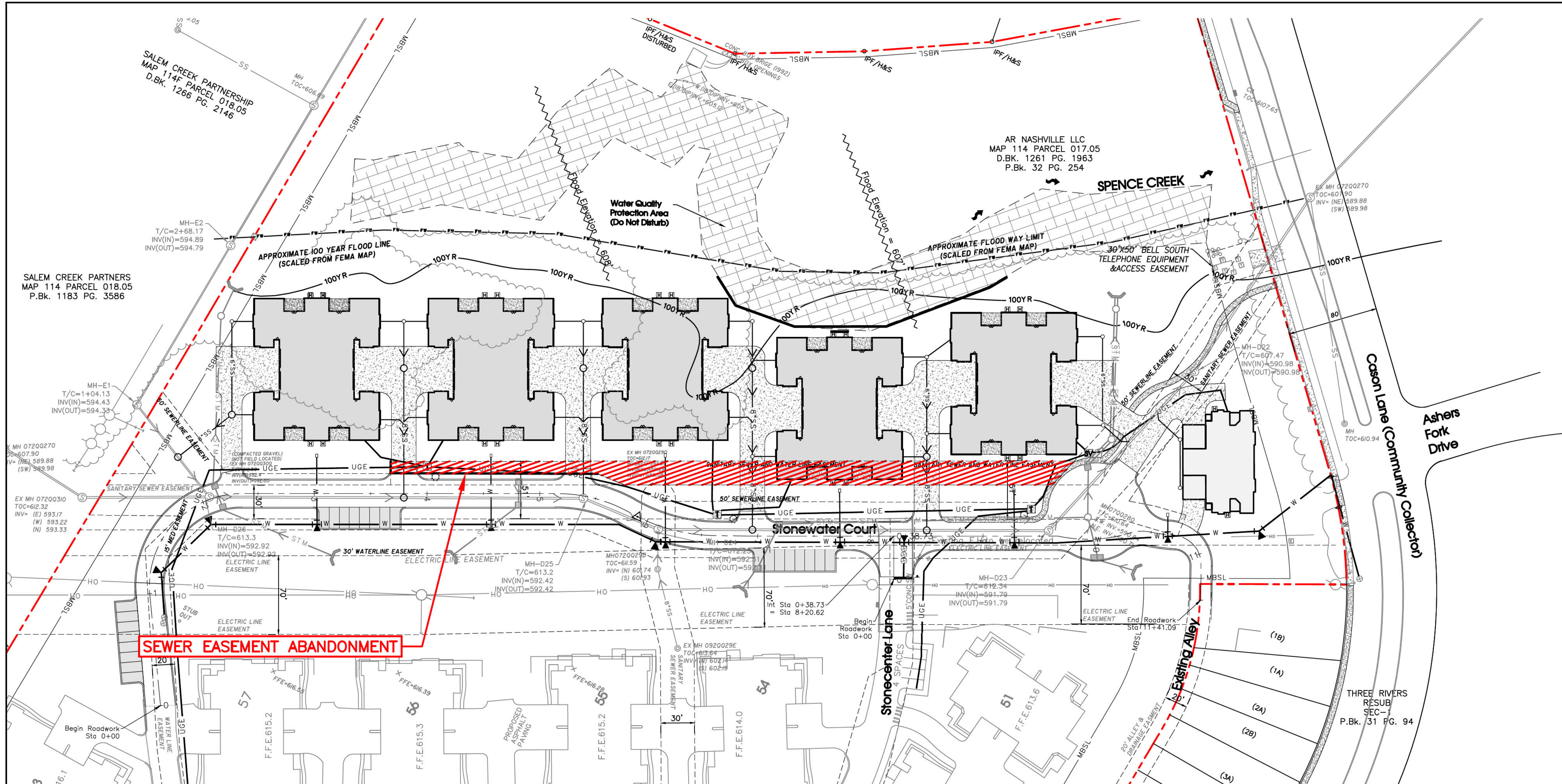
Phone Number: 615-890-7901

Required Attachments:

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


Applicant Signature

Date



Site Location Map
Not To Scale

Legend:			
	EXIST. CONCRETE MONUMENT		INLET PROTECTION FILTER
	IRON PIN SET (I.P.S.)		HANDICAP PARKING SYMBOL
	IRON PIN FOUND (I.P.F.)		HC SIGN
	EXIST. SIGN POST		HEADWALL
	EXIST. SEWER CLEANOUT		WINGED HEADWALL
	EXIST. MANHOLE (SEWER & PHONE)		MANHOLE
	EXIST. CATCH BASIN (STORM SEWER)		PROPOSED SPOT ELEVATION
	EXIST. WATER/GAS VALVE		EXIST. SPOT ELEVATION
	EXIST. TELEPHONE RISER		POST INDICATOR VALVE
	EXIST. GAS RISER		REDUCER
	ELECTRICAL ENCLOSURE		REMOTE FIRE DEPT. CONNECTION
	EXIST. WATER METER		REVISION NUMBER
	EXIST. UTILITY POLE		RIP RAP
	EXIST. FIRE HYDRANT		RUNOFF FLOW ARROW
	BENCHMARK		SEWER/STORM FLOW DIRECTION
	BLOW OFF VALVE		TRAFFIC ARROW
	CONCRETE BOLLARD		TURN LANE ARROWS
	CATCH BASIN		VAN ACCESSIBLE HANDICAP DESIGNATION
	CURB INLET		WATER METER
	AREA DRAIN		WHEEL STOP
	CONCRETE THRUST BLOCK		GREASE TRAP
	DOUBLE DETECTOR CHECK VALVE		DRAINAGE STRUCTURE DESIGNATION
	FIRE DEPT. CONNECTION		DRAINAGE PIPE DESIGNATION
	FIRE HYDRANT		CONCRETE SIDEWALK
	GAS METER		EXTRUDED CURB
	GATE VALVE & BOX		CURB & GUTTER
	EXTERIOR CLEANOUT		CONCRETE SWALE
EXISTING PHONE PH			
EXISTING ELECTRIC OH			
PROPERTY LINE			
EASEMENTS			
RIGHT OF WAY ROW			
EROSION CONTROL SILT FENCE SF SF SF			
EXISTING TREELINE			
EXISTING FENCELINE			
MINIMUM BUILDING SETBACK LINE MBSL			
PHASE BOUNDARY			
EXISTING GAS GAS			
PROPOSED GAS LINE GAS			
EXISTING STORM ST M ST M			
PROPOSED STORM ST M ST M			
EXISTING CONTOUR LINES 601			
PROPOSED CONTOUR LINES 601			
EXISTING SANITARY SEWER SS			
PROPOSED SANITARY SEWER 8"SS			
EXISTING WATER W W			
PROPOSED WATER W W			

Know what's below.
Call before you dig.

SCALE: 1"= 50'

SEC, Inc.
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BOULEVARD
MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 E-MAIL: MINER@SEC-CIVIL.COM FAX: (615) 895-2567
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**Stonebridge at
3 Rivers, Phase IIC**
Murfreesboro, Tennessee

**Sewer Easement
Abandonment Exhibit**

REVISIONS:
DRAWN:
DATE:
CHECKED:
FILE NAME:
SCALE:
1"=50'
JOB NO.
07107
SHEET:

WATER RESOURCES BOARD COMMUNICATION

Meeting Date: 01/28/2025

Item Title: Sewer Easement Abandonment Request – Stonebridge

Department: Engineering

Presented by: Valerie Smith

Requested Action:

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

Summary

The developer requests for a portion of existing sewer easement to be abandoned that is no longer needed. This easement was from a previous design plan that has since changed and the sewer will no longer be constructed within this easement.

Staff Recommendation

Approval of abandoning the highlighted portion of the existing sewer easement contingent upon the developer paying \$4,268 for the portion to be abandoned.

Background Information

SEC, Inc. on behalf of the Developer is requesting the abandonment of the existing sanitary sewer easement as shown on the attached exhibit highlighted in red. With the Salem Barfield Sewer Upgrades the sewer main was relocated from the original alignment as shown by the green dashed line, further from the proposed buildings to accommodate the development and the placement of at least one of the buildings further from Spence Creek. If the sewer main had stayed along this original alignment, the developer would have had to reduce the size of one of the buildings or propose a different design, because the Department would have needed a wider easement because of the sewer depth, and the building would have encroached into this easement.

The developer requested payment for the new easement along the new alignment, and the Department paid for the easement in the amount below:

Permanent Construction Easement	
.53 AC @ \$34,693.63/AC @ 50% use	\$9,193.81
Temporary Construction Easement	
.49 AC @ \$34,693.63/AC @ 10% use	\$1,699.99
 TOTAL VALUE (ROUNDED)	 \$10,900

The existing highlighted easement is no longer needed; therefore, staff is comfortable with the abandonment but does recommend the developer pay for the easement abandonment at the same \$/sq ft price as the Department paid for the new easement.

The square footage of the easement abandonment request is 10,712 sq ft or .246 acres. The payment for the abandonment at 50%, since this was a permanent easement, would be in the amount of \$4,268.

This request was approved by the Planning Commission as a mandatory referral at the January 15th meeting contingent upon Board approval.

Fiscal Impact

New permanent easement, for the relocated sewer, was recently purchased in the amount of \$17,346.82 per square foot . The original easement was dedicated by plat.

Attachments

1. Easement Abandonment Request
2. Exhibit

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Trade of Firearms to GT Distributors for Store Credit

Department: Police

Presented by: Chief Michael Bowen

Requested Council Action:

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

Summary

Consider trade of firearms to GT Distributors for store credit.

Staff Recommendation

Approve the trade of firearms to GT Distributors for store credit to be used to purchase new weapons and accessories.

Background Information

MPD has 21 Colt Rifles that are 15 years old, in need of repairs and are no longer in use. GT Distributors is an authorized law enforcement firearms dealer and has offered \$5,595 for these weapons in trade for store credit to be used to purchase new weapons and accessories.

Council Priorities Served

Responsible Budgeting

By trading in firearms no longer in use, the City benefits from the value of the asset without having to use budget reserves to purchase needed equipment.

Fiscal Impact

None.

Attachments

Quote from GT Distributors



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0200445
Date	11/15/2024
Page:	1

Bill To:

Murfreesboro Police Department (TN)
PO Box 1139
Murfreesboro TN 37133

Ship To:

Murfreesboro Police Department (TN)
1004 N Highland Blvd
Attn: Chad Hershman
Murfreesboro TN 37130

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SURPLUS 11-15-24	007756	JP		NET 15	0/0/0000	2,990,140
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
18	UG-COLTM4LE	Used Gun Colt M4LE 5.56 Rifle M4 Commando, select-fire SBR *parts kit only*	EA	\$255.00	\$4,590.00	
3	UG-COLT-M4CARBINE	Used Colt M4 Carbine 5.56 SBR **ALL NFA LA	EA	\$335.00	\$1,005.00	
1	NOTES:	Notes: All guns must be fully functional to receive full trade value.	EA	\$0.00	\$0.00	
1	NOTES:	Notes: The agency is responsible for packaging and all freight charges on trades to G T Distributors.	EA	\$0.00	\$0.00	

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Chad Hershman
0345@murfreesborotn.gov
Your salesperson is Jeff Poe. Thank you.

Subtotal	\$5,595.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$5,595.00

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Amendment Three to Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant Contract

Department: Police

Presented by: Chief Bowen

Requested Council Action:

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

Summary

Consider amendment Three to Tennessee Law Enforcement Hiring, Training and Recruitment Program grant contract.

Staff Recommendation

Approve the grant amendment.

Background Information

Council approved the State Grant Contract for the Tennessee Law Enforcement Hiring, Training and Recruitment Program on August 10, 2023. The State has recently submitted Amendment Three to the grant contract for the purpose of increasing the total of the grant from \$200,000 to \$500,000. This will equate to an annual increase of \$60,000 over the five-year grant.

Council Priorities Served

Maintain public safety


Hiring and retention of qualified law enforcement personnel to effectively address public safety concerns.

Fiscal Impact

This is a cost-sharing grant with an annual maximum benefit of \$60,000. Costs that exceed the amounts reimbursed by the State for FY25 will be covered through the department's operating budget. Future years will be budgeted for accordingly.

Attachments

Amendment Three to Grant Contract

<div><div>GRANT AMENDMENT</div></div>					
Agency Tracking # 33501-2548195		Edison ID 77833-79		Contract # 77833-79	
Amendment # 3					
Contractor Legal Entity Name City of Murfreesboro				Edison Vendor ID 0000004110	
Amendment Purpose & Effect(s) To increase the maximum liability of the grant contract and extend the term an additional twelve (12) days.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				End Date: March 19, 2028	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$300,000.00					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$100,000.00				\$100,000.00
2025	\$100,000.00				\$100,000.00
2026	\$100,000.00				\$100,000.00
2027	\$100,000.00				\$100,000.00
2028	\$100,000.00				\$100,000.00
TOTAL:	\$500,000.00				\$500,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE	
Speed Chart (optional)		Account Code (optional)			

AMENDMENT THREE OF GRANT CONTRACT 77833-79

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Grantee". It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Contract Section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on September 15, 2023 ("Effective Date") and ending on March 19, 2028, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

2. Grant Contract Section C.1. is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed five hundred thousand dollars (\$500,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-terms 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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

Signed by
APPROVED AS TO FORM

Adam F. Tucker

43A28858-F8401
Adam F. Tucker, Murfreesboro City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Contract Amendment with TDOT for Matching 5339 Funds

Department: Transportation (Transit)

Presented by: Russ Brashear, Assistant Transportation Director

Requested Council Action:

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

Summary

Consider contract amendment with TDOT to match a federal grant for capital expenses related to bus shelter construction and installation.

Staff Recommendation

Approve contract amendment with TDOT for matching 5339 funds.

Background Information

In August 2024 the City Council approved the original contract in the amount of \$19,617 for the purchase of 3 additional electronic fareboxes. These additional funds for this amendment in the amount of \$29,441 are being added to the contract for bus shelter construction and installation. The new total contract funds will be \$49,058.

These State funds provide half of the 20% match required in the federal grant; the remaining match is paid by the City.

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 expense, or \$29,441, is funded in the department's FY25 operating budget.

Attachments:

Grant Contract #GG-25-84313 TDOT Project #755339-S3-004

<div><div>GRANT AMENDMENT</div></div>					
Agency Tracking # 40100-51297		Edison ID 84313		Contract # GG-25-84313	
Amendment # 1					
Contractor Legal Entity Name City of Murfreesboro				Edison Vendor ID 4110	
Amendment Purpose & Effect(s) Add additional capital funds to capital ALI.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				End Date: 6/30/2027	
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A): \$29,441.00					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$19,617.00				\$19,617.00
2025	\$29,441.00				\$29,441.00
TOTAL:	\$49,058.00				\$49,058.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<div>CPO USE</div> <div>GG-25-84313-A</div>		
Speed Chart (optional)		Account Code (optional) 71302000			

**AMENDMENT ONE
OF GRANT CONTRACT GG-25-84313**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Murfreesboro, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-nine Thousand, Fifty-eight Dollars and No Cents (\$49,058.00) ("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.
2. Grant Contract section D.11. HIPAA Compliance is deleted in its entirety and replaced with the following:
 - D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
 - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - 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.
3. The following is added as Grant Contract section E.#. Title VI Compliance.
 - E.14. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
 - a. Provide name and contact information of Grantee's Title VI Coordinator to State.

TDOT PROJECT NO.: 755339-S3-004
FTA PROJECT NO.: TN2024-004

- b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
- c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d. Annually complete and submit a Title VI self-survey as supplied by State.
- e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at [Title VI Program \(tn.gov\)](https://www.tn.gov).

- 4. Grant Contract Attachment One is deleted in its entirety and replaced with the new Attachment One attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MURFREESBORO:

SHANE MCFARLAND, MAYOR

DATE

Signed by:

Adam F. Tucker

1/10/2025

ADAM TUCKER, CITY ATTORNEY

DATE

APPROVED AS TO FORM AND LEGALITY

DEPARTMENT OF TRANSPORTATION:

TDOT PROJECT NO.: 755339-S3-004
FTA PROJECT NO.: TN2024-004

HOWARD H. ELEY, COMMISSIONER

DATE

LESLIE SOUTH, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

TDOT PROJECT NO.: 755339-S3-004
FTA PROJECT NO.: TN2024-004

ATTACHMENT ONE**UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET**

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT	\$49,058.00	\$392,461.00	\$49,058.00	\$49,057.00	\$490,576.00
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					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx Planning					
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$49,058.00	\$392,461.00	\$49,058.00	\$49,057.00	\$490,576.00

*Federal share not distributed in this grant contract.

TDOT PROJECT NO.: 755339-S3-004
FTA PROJECT NO.: TN2024-004

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	\$49,058.00	\$392,461.00	\$49,058.00	\$49,057.00	\$490,576.00
TOTAL	\$49,058.00	\$392,461.00	\$49,058.00	\$49,057.00	\$490,576.00

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: United Systems Contract - Remote Mount Antenna Kits

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider price-based contract with United Systems to purchase Remote Mount Antenna Kits for inventory.

Staff Recommendation

Approve of the contract with United Systems. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

MWRD's Operations and Maintenance Department received a quote from United Systems, a sole source provider within our region, for the purchase of 400 Remote Mount Antenna Kits to maintain adequate supply level as the lead time to receive these Antenna's is 9 to 10 months. These Antenna's will be used for replacements and new installations.

Council Priorities Served

Responsible budgeting

Maintaining adequate inventory levels allows for the continuous monitoring of water consumption.

Fiscal Impact

The first purchase of 400 kits at a unit price of \$90 for a total of \$36,000. After the first purchase, the contract unit price will remain in effect for the duration of the contract.

Attachments

United Systems Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
UNITED SYSTEMS AND SOFTWARE, INC.
FOR ITRON ANTENNAS**

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 **UNITED SYSTEMS AND SOFTWARE, INC.**, a corporation of the State of Kentucky ("Contractor"), and sole source provider of products procured using this contract.

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's Sales Quote dated December 2, 2024 (Contractor's Quote), Exhibit A***
- ***Any properly executed amendments to this Contract.***

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

- ***First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)***
- ***Second, this Contract***
- ***Finally, Contractor's Sales Quote dated December 2, 2024 (Contractor's Quote)***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the iTron CFG-0900-003 100W Through-the-Lid remote mount antenna Kits as set forth in Contractor's Sales Quote dated December 2, 2024.
2. **Term.** The term of the Contract is one year from the Effective Date first listed above. 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 as listed in the Contractor's Quote for iTron CFG-0900-003 100W Through-the-Lid remote mount antenna Kits is set at **\$90.00 per unit**. The City reserves the right to purchase additional units at this price, with any purchases over \$50,000 to be approved by City Council. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: accountspayable@murfreesborotn.gov.
- b. Deliveries of all items for the Water Resources Department shall be made within 240 days of issuance of Purchase Order to Attn: Charles Hancock – Water Resources Department – 1725 South Church Street, Murfreesboro, TN 37130. Contact Person Charles Hancock (tel. 615-642-6751 x3213; email: chancock@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
- e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.

4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications and the manufacturer's standard warranty.

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: | If to the Contractor: |
| City of Murfreesboro | United Systems & Software, Inc. |
| Attn: City Manager | Attn: Kyle Deering |
| P.O. Box 1139 | 91 Southwest One Blvd. |
| 111 West Vine Street | Benton, KY 42025 |
| Murfreesboro, TN 37133-1139 | 270-527-3293 |
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 five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **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 Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
17. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
18. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
19. **Integration.** This Contract and Contractors Quote set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
20. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
22. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of this Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

UNITED SYSTEMS & SOFTWARE, INC.

Signed by:
BY: Kyle W. Deering
7E47491A991543A
Kyle Deering, Account Manager

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
A3A0035E5F9401
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: United Systems Contract - Water Meters

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider contract with United Systems to purchase water meters for inventory.

Staff Recommendation

Approve of the contract with United Systems. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

MWRD's Operations and Maintenance Department received a quote from United Systems, a sole source provider within our region, for the purchase of 400 water meters to maintain an adequate supply level as the lead time to receive these meters is 9 to 10 months. These meters will be used for replacements and new installations.

Council Priorities Served

Responsible budgeting

Maintaining adequate inventory levels allows for the continuous monitoring of water consumption.

Fiscal Impact

The first purchase of 400 water meters at a unit price of \$195 for a total of \$78,000. After the first purchase, the contract unit price will remain in effect for the duration of the contract.

Attachments

United Systems Contract

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
UNITED SYSTEMS AND SOFTWARE, INC.
FOR BADGER 5/8" METERS**

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 **UNITED SYSTEMS AND SOFTWARE, INC.**, a corporation of the State of Kentucky ("Contractor"), and sole source provider of products procured using this contract.

This Contract consists of the following documents:

- *This Contract*
- *Contractor's Sales Quote dated December 17, 2024 (Contractor's Quote), Exhibit A*
- *Any properly executed amendments to this Contract.*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Finally, Contractor's Sales Quote dated December 17, 2024 (Contractor's Quote)*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase Badger 5/8" meters as set forth in Contractor's Sales Quote dated December 17, 2024.
2. **Term.** The term of the Contract is one year from the Effective Date first listed above. 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 as listed in the Contractor's Quote for Badger 5/8" meters is set at **\$195.00 per unit**. The City reserves the right to purchase additional units at this price, with any purchases over \$50,000 to be approved by City Council. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to: accountspayable@murfreesborotn.gov.
 - b. Deliveries of all items for the Water Resources Department shall be made within 240 days of issuance of Purchase Order to Attn: Charles Hancock – Water Resources Department – 1725 South Church Street, Murfreesboro, TN 37130. Contact Person Charles Hancock (tel. 615-642-6751 x3213; email: chancock@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Contractor's Quote.
 - e. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Warranty.** Unless otherwise specified, every item quoted shall meet the warranty requirements set forth in the specifications and the manufacturer's standard warranty.

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
P.O. Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

If to the Contractor:
United Systems & Software, Inc.
Attn: Kyle Deering
91 Southwest One Blvd.
Benton, KY 42025
270-527-3293

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 five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
10. **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 Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
17. **Non-Boycott of Israel.** By submission of the Contractor's Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
18. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
19. **Integration.** This Contract and Contractors Quote set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
20. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
21. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
22. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of this Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
24. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

UNITED SYSTEMS & SOFTWARE, INC.

Signed by:
By: Kyle Deering
Kyle Deering, Account Manager

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker
43A2035E51F0404
Adam F. Tucker, City Attorney

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: SSR Task Order Amendment No. 1 – Plans Review Assistance

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider additional funds for development plans review by Smith Seckman Reid professional services contract.

Staff Recommendation

Approve Amendment No. 1 to the SSR Task Order. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

With the vacancy of two Engineers position, the Department needs assistance in keeping up with the review of development construction drawings for water, sewer and repurified water main extensions and service connections.

Staff and the City continue to advertise for the vacant Engineers positions but have been unsuccessful in attracting candidates with water and/or sewer experience.

The requested extension will take us through the end of March for two days a week assistance.

Council Priorities Served

Improve Economic Development

Efficient delivery of approved plans meeting MWRD's development standards allows for expedited construction projects while also ensuring constructed infrastructure meets long-term quality standards.

Fiscal Impact

Amendment No. 1 in the amount of \$36,000 brings the total Task Order to \$62,000.

Attachments

SSR Memo

Task Order Amendment No. 1



MEMORANDUM

To: Valerie Smith
From: Brent Fowler
Date: January 8, 2025
Re: Additional Engineering Services
Project Name: Assistance with Residential and Commercial Plans Review
Project Number: 2341024.0

Per your request, this memorandum provides information regarding changes to the scope of engineering services for the above-named project.

Background

Original Task Order

In December 2023, the Council approved SSR Task Order 2341024.0 to provide engineering services for residential and commercial plans reviews. The approved fee will be exhausted in the middle of January 2025.

Proposed Amendment 1

SSR assistance has proven to be effective and therefore Staff has requested to extend the services through March 28, 2025, at which time the services will be re-evaluated.

Recommendation

SSR recommends that the Board and Council amend Task Order 2341024.0 to include the above-listed additional services, and SSR respectfully requests compensation for these services.

Project Costs

The Council-approved Task Order 2341024.0 total fee is \$26,000.00. The estimated fee for the above-described additional services total \$36,000.00 bringing the total engineering services to \$62,000.00.

Attachments

1. Amendment No. 1 to SSR Task Order 2341024.0

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Amendment 1 To Task Order No. 2341043.0

1. Background Data:

- a. Effective Date of Task Order: December 20, 2023
- b. Owner: City of Murfreesboro
- c. Engineer: Smith Seckman Reid
- d. Specific Project: Assistance with Residential and Commercial Plans Review

2. Description of Modifications

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
 - Continuation of services through March 28, 2025
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1. Plans Review Services	\$34,500.00	
2. Project Management	\$1,500.00	
TOTAL COMPENSATION (lines 1 and 2)	\$36,000.00	Hourly Not to Exceed
REIMBURSABLE EXPENSES ⁽¹⁾		
a. Out-of-Town Mileage	\$0	\$0.70 /mile
b. Air Transportation	\$0	At Cost
c. Meals and Lodging	\$0	At Cost
d. External Plotting and Postage	\$0	At Cost

- c. The schedule for rendering services under this Task Order is modified as follows:
 - Services are anticipated to be performed through March 28, 2025.

Engineer expects the entire contract duration for these modified services to be less than 3 months. If the contract duration extends beyond this time, commensurate additional compensation may be required.

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$26,000.00
b.	Net change for prior amendments:	\$0.00
c.	This amendment amount:	\$36,000.00
d.	Adjusted Task Order amount:	\$62,000.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.


OWNER:

By: _____

Title: _____


Date
Signed: _____

ENGINEER:

By:  _____

Title: Principal

Date
Signed: January 8, 2025

APPROVED AS TO FORM:
Signed by:

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City of Murfreesboro Legal Department

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: MSA Amendment 2 with MR Systems, LLC

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider Amendment No. 2 to extend the Master Services Agreement (MSA) with MR Systems for Professional Services.

Staff Recommendation

Approve Amendment No. 2 to the Master Services Agreement (MSA) with MR Systems, LLC. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

MR Systems, Inc. has provided the Department professional services associated with instrumentation and controls, supervisory controls, data acquisition (SCADA) hardware and software installations and maintenance. MR Systems has provided professional services for integration design associated with the Murfreesboro Water Resources Recovery Facility (WRRF) Phase 4D, integration of controls are the upgrade of the Stones River WTP SCADA Software and Hardware, the WRRF Polymer System Renovations and the WRRF Full Scale Thermal Dryer project.

This amendment will extend the contract another three years.

Council Priorities Served

Responsible budgeting

The use of a professional services master services agreement for controls and integration affords the water resources department the most effective and efficient means to maintain our critical collection and treatment processes (e.g., pump station and plant operations).

Fiscal Impact

None.

Attachments

Amendment No. 2 to the MSA

**AMENDMENT 2
TO THE MASTER SERVICES AGREEMENT
BETWEEN OWNER THE CITY OF MURFREESBORO
AND
ENGINEER MR SYSTEMS, LLC**

This Amendment 2 ("Second Amendment") to the Master Services Agreement, entered into April 2, 2018 ("Contract"), is effective as of this day _____, 2024, by and between the City of Murfreesboro ("City"), a municipal corporation of the State of Tennessee, and MR Systems, LLC, a Georgia Limited Liability Company.

RECITALS

WHEREAS, on April 2, 2018, the City entered into the Contract with the MR Systems, Inc. for professional services to be provided by Engineer, MR Systems, Inc. for Owner, the City; and

WHEREAS, the parties executed Amendment 1 on May 6, 2021, which renewed the Contract for an additional three (3) year term pursuant to Article 3, Section 3.01.B.; and

WHEREAS, the parties wish to renew the Contract for professional services for an additional three (3) year term pursuant to Article 3, Section 3.01.B.; and

WHEREAS, MR Systems, Inc. was converted to MR Systems, LLC in November of 2021; and

WHEREAS, MR Systems, LLC assumed and honors the contracts of MR Systems, Inc. to include the Contract referenced herein entered into with the City on April 2, 2018;

NOW THEREFORE, the City and MR Systems, LLC wish to execute this Second Amendment to make it clear the Master Services Agreement initially entered into on April 2, 2018 will continue for another three (3) year term between the Owner, the City of Murfreesboro and Engineer MR Systems, LLC;

This Second Amendment provides the termination date of the Contract to be April 1, 2027, with the option to extend or renew pursuant to Article 3, Section 3.01B.

The following shall be added to the Agreement as Section 1.01.D: "Even though MR Systems, LLC is titled the "Engineer" in the Contract and Engineer's employees may include licensed and/or professional engineers, the Owner acknowledges that the Engineer is not performing in the capacity of an engineering firm or as a licensed professional engineer when providing services under this Contract, unless the applicable Task Order specifically states that Engineer is performing in that capacity."

The following shall be added to the Agreement as Section 6.10.E: "*Mutual Waiver*. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project."

Except as provided herein, no other changes to the Contract are contemplated by this Second Amendment, and all other terms and conditions of the Contract remain in full force and effect.

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

MR SYSTEMS, LLC

Signed by:
By: Gregory Guard
114CAB12C9ED45B...
Gregory Guard, President

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

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Asphalt Purchases Report

Department: Water Resources

Presented by: Valerie Smith

Requested Council Action:

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

Summary

Report of asphalt purchases.

Staff Recommendation

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

Background Information

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

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

Council Priorities Served

Responsible budgeting

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

Fiscal Impacts

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

Attachments

Asphalt Purchases Report

OPERATIONS & MAINTENANCE
ASPHALT QUOTES | FY 2024

	Wire Grass Const Co.		Hawkins		Vulcan		Notes
	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	<i>Binder</i>	<i>Topping</i>	
Jul	\$77.77	\$94.71	\$79.60	\$85.97	\$72.00	\$86.50	
Aug	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Sep	\$77.77	\$94.71	\$79.60	\$85.97	\$75.00	\$86.50	
Oct	\$77.77	\$94.21	\$79.60	\$85.97	\$72.90	\$83.70	
Nov	\$77.77	\$94.21	\$79.60	\$85.97	\$72.58	\$83.27	
Dec	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jan							
Feb							
Mar							
Apr							
May							
Jun							

**OPERATIONS & MAINTENANCE
ASPHALT PURCHASES 2025**

<i>Invoice Date</i>	<i>Approval</i>	<i>Vendor</i>	<i>Type</i>	<i>Rate</i>	<i>Qty</i>	<i>Total</i>	<i>FY Total</i>
7/10	D Hughes	Vulcan	411E	\$86.50	10.10	\$873.65	\$873.65
7/10	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$1,749.90
7/10	D Hughes	Vulcan	411E	\$86.50	9.63	\$833.00	\$2,582.90
7/9	D Hughes	Vulcan	411E	\$86.50	10.16	\$878.84	\$3,461.74
8/27	D Hughes	Vulcan	411E	\$86.50	14.09	\$1,218.79	\$4,680.53
9/6	D Hughes	Vulcan	411E	\$86.50	10.13	\$876.25	\$5,556.78
9/6	D Hughes	Vulcan	411E	\$86.50	12.38	\$1,070.87	\$6,627.65
9/11	D Hughes	Vulcan	411E	\$86.50	14.52	\$1,255.98	\$7,883.63
9/13	D Hughes	Vulcan	Binder	\$75.00	12.73	\$954.75	\$8,838.38
9/13	D Hughes	Vulcan	Binder	\$75.00	15.60	\$1,176.75	\$10,015.13
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$10,639.88
9/17	D Hughes	Vulcan	Binder	\$75.00	8.33	\$624.75	\$11,264.63
10/22	D Hughes	Hawkins	411E	\$85.97	79.72	\$6,853.53	\$18,118.16
						#REF!	#REF!
						#REF!	#REF!
						#REF!	#REF!
						#REF!	#REF!

COUNCIL COMMUNICATION
Meeting Date: February 6, 2025

Item Title: City Council Meeting Minutes
Department: Finance
Presented by: Erin Tucker, City Recorder/ Chief Financial Officer
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

Review and approval of City Council meeting minutes.

Staff Recommendation

Approve minutes as listed.

Background Information

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

Attachments

Current Minutes

- January 16, 2025 (Public Comment)
- January 16, 2025 (Regular Meeting)

Historical Minutes

- October 24 – 25, 2024 (Council Retreat)
- August 3, 2023 (Public Comment)
- August 3, 2023 (Regular Meeting)
- August 10, 2023 (Workshop)
- August 17, 2023 (Regular Meeting)
- August 31, 2023 (Regular Meeting)



City of Murfreesboro
City Council – Public Comment Special Session

Thursday, January 16, 2025 at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:33 p.m. on Thursday, January 16, 2025.

Council Members Present

Bill Shacklett – Presiding
Jami Averwater
Madelyn Scales Harris
Austin Maxwell

Mayor Shane McFarland, Shawn Wright and Kirt Wade were absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Amanda DeRosia, Interim Finance Director
Cathy Smith, Purchasing Director
Mike Browning, Public Information Officer
Raven Bozeman, Executive Assistant

Public Comment

Vice Mayor Shacklett asked if there were any registered speakers for public comment on actionable agenda items. Amanda DeRosia, Interim Finance Director, indicated no one had registered to speak. Vice Mayor Shacklett provided an opportunity for anyone present to come forward to speak. There was no one present who wished to speak.

There being no further business, Vice Mayor Shacklett adjourned the meeting at 5:34 p.m.

BILL SHACKLETT
VICE MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



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

Thursday, January 16, 2025, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:01 p.m. on Thursday, January 16, 2025.

Council Members Present

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

Kirt Wade was absent and excused from this meeting.

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Sam Huddleston, Assistant City Manager
Amanda DeRosia, Interim Finance Director
Randolph Wilkerson, Human Resources Director
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Russell Gossett, Solid Waste Director
Chris Griffith, Public Infrastructure Executive Director
Michael Bowen, Police Chief
Steve Jarrell, Deputy Police Chief
Jim Kerr, Transportation Director
Mark McCluskey, Fire Chief
Russ Brashear, Transportation Assistant Director
Cathy Smith, Purchasing Director
Mike Browning, Public Information Officer
Raven Bozeman, Executive Assistant

Prayer and Pledge of Allegiance

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

Ceremonial Items

STARS Award for December 2024. Randolph Wilkerson, Human Resources Director, presented the STARS Award for the month of December upon Ronnie Johnson, Public Works Technician II of the Street Department. The STARS award purpose is to recognize City employees that go above and beyond the call of duty. Mr. Johnson's exceptional service as a 22-year City

employee has been noticed and appreciated not only by his department but also by employees in other areas throughout the City.

Public Comment on Actionable Agenda Items

Mayor McFarland asked if there were any registered speakers for public comment on actionable agenda items. Amanda DeRosia, Interim Finance Director, indicated no one had registered to speak and moved to the next item on the agenda.

Consent Agenda

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

1. Mandatory Referral for Dedication of an Electric Easement along Hemlock Drive (Planning).

2. Contract with TDOT for FY25 Preventive Maintenance Expenses (Transportation)

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

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

Nay: None

Old Business

Ordinance

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

The ordinance titled “ORDINANCE 24-O-46 amending the Murfreesboro City Code, Chapter 2. Administration, Article XV. Ethics Code, Section 2-324(A) regarding annual disclosures” which passed its first reading on December 19, 2024, was offered for passage on its second and final reading.

Mr. Wright made a motion to approve Ordinance 24-O-46 on second and final reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

New Business

Land Use Matters

4a. Public Hearing rezoning property along Joe B Jackson Parkway (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding a rezoning for approximately 4.8 acres located along the south side of Joe B. Jackson Parkway, east of Elam Farms Parkway, from Heavy Industrial (H-I) District to Commercial Highway (CH) District. Notice of public hearing was published on December 31, 2024, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter and stated that representatives of the applicant were available for questions, if Council had any.

Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

4b. Ordinance 24-OZ-45 Rezoning property along Joe B. Jackson Parkway (First Reading) (Planning). The ordinance titled, “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]” was offered for passage on its first reading.

Ms. Averwater made a motion to approve Ordinance 24-OZ-45 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

5. Sewer Allocation Variance – Greenland Drive - Mixed-Use Development (Planning). Brad Barbee, Principal Planner, presented a Council Communication regarding a proposed development request for additional density above the sewer allocation ordinance’s zoning allowance for the proposed 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 Development (PUD) District, which only allows four single family units (sfu) per acre. Approval of the variance would allow a higher sfu equivalent density of approximately two sfu’s for the proposed mixed-use development. Mr. Barbee requested Council approve the variance.

Ms. Averwater made a motion to approve the sewer allocation variance. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

On Motion

6. Rollins Brush and Limb Contract Renewal (Solid Waste). Russell Gossett, Solid Waste Director, presented a Council Communication regarding a contract renewal with Rollins d/b/a REC Pro, for brush and limb collection and requested Council approve the renewal in the amount of \$727,350.

Ms. Averwater made a motion to approve the contract with Rollins d/b/a REC Pro. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

7. Construction Contract for Blackman/Manson/Burnt Knob Intersection (Engineering). Chris Griffith, Public Infrastructure Executive Director, presented a Council Communication regarding a construction contract for the Burnt Knob, Blackman, and Manson traffic improvement project and requested Council approve the contract pending legal review. The Contract Bid opening was conducted on January 16, 2025, and had six bidders. Council was provided with bid results and a letter of recommendation from the City's Consultant. Staff reviewed the bid results and recommended Council accept the lowest responsible qualified bid from Hawkins & Price, LLC. Mr. Griffith recommended Council accept the bid from Hawkins & Price, LLC with an additional 5% contingency.

Ms. Averwater made a motion to approve the contract with Hawkins & Price, LLC, subject to legal approval. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Mayor McFarland announced construction for Veterans Park should start around February or March of 2025.

8. Purchase of Radio Equipment from Motorola (Police). Steve Jarrell, Deputy Chief of Police, presented a Council Communication regarding the purchase of radio equipment from

Motorola and requested Council approval of the purchase of thirty portable radios, fifteen mobile radios, two 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.

Ms. Averwater made a motion to approve the radio equipment purchase from Motorola. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

9. Amendment No. 1 to CentralSquare Solutions and Support Agreement for CAD Software (Police). Steve Jarrell, Deputy Chief of Police, presented a Council Communication regarding an Amendment No. 1 to CentralSquare Solutions and Support Agreement for CAD software. Murfreesboro Police Department 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 will be more cost-effective to move to an unlimited CAD Mobile Site License subscription instead of individual licenses. Deputy Chief Jarrell requested Council approve Amendment No. 1 to the Agreement with CentralSquare. Year two of the five-year contract will increase by \$9,207.

Mr. Maxwell made a motion to approve Amendment No. 1 with CentralSquare. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

10. Purchase of Police Vehicles from Alan Jay Automotive (Police). Steve Jarrell, Deputy Chief of Police, presented a Council Communication regarding the purchase of two new unmarked police vehicles and requested Council approve the purchase from Alan Jay Automotive. The cost of this purchase will be \$73,880.

Mr. Wright made a motion to approve the purchase from Alan Jay Automotive. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

11.Safe Streets and Roads for All Grant Agreement with Federal Highway Administration (Transportation). Jim Kerr, Transportation Director, presented a Council

Communication regarding the Safe Streets and Roads for All (SS4A) Grant Agreement with Federal Highway Administration and requested Council approve the SS4A Grant Agreement between the City and the Federal Highway Administration (FHWA).

Ms. Scales Harris made a motion to approve the Grant Agreement with the Federal Highway Administration (FHWA). Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Mayor McFarland announced the City will be producing new informational CityTV segments to inform and update the public about City and TDOT (State) road projects including Choice Lanes and City interchanges.

Jim Kerr, Transportation Director, informed Council he received notification that the TDOT contractor plans to open Highway 99 as a five-lane cross section by noon on January 17, 2025. Phase three will start construction in January for Cason Lane through Veterans Parkway.

12. Purchase Contract with CBI for Transit Center Furniture (Transportation). Russ Brashear, Transportation Assistant Director, presented a Council Communication regarding a furniture order for Murfreesboro Transit Center and requested Council approve the Contract with CBI Workplace Solutions 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. The recommended order totals \$197,284.

Ms. Scales Harris made a motion to approve the contract with CBI Workplace Solutions and to 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. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

13. Resolution 25-R-01 Public Entity Partners Safety Grant (Human Resources). Randolph Wilkerson, Human Resources Director, presented a Council Communication regarding Resolution 25-R-01 to accept Public Entity Partner's (PEP) 2024-2025 Judy Housley Safety Partners Matching Grant. The resolution titled, "RESOLUTION 25-R-01 authorizing the City of Murfreesboro

to participate in Public Entity Partners Safety Partners Matching Grant Program” was offered for passage on its first and only reading.

Mr. Wright made a motion to approve Resolution 25-R-01. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

14. Beer Permits (Finance). Amanda DeRosia, Interim Finance Director, presented a Council Communication regarding Regular Beer Permits and Special Event Beer Permits. The following were offered for approval: Three Regular Beer Permits for two name/ownership changes for a restaurant located at 211 West Main Street and 1610 Bradyville Pike, a new location for a restaurant located at 1733 Saint Andrews Drive. Three Special Event Beer Permit for Children’s Museum Corporation, Discovery Center at 502 Southeast Broad Street on March 7, 2025, and May 2, 2025, and 1471 Avellino Circle on June 6, 2025, was presented for approval. Applicants met requirements for the permits and were recommended for approval pending final building and codes inspections for the regular beer permits and special event permit issuance for the special event beer permits.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Ms. Averwater recognized City staff for their work in recruitment and staffing efforts in the Fire Rescue Department and Murfreesboro Police Department.

Mayor McFarland recognized the attendance of Leadership Rutherford.

Mayor McFarland announced the Water Resources Department opened their new building at 316 Robert Rose Drive recently. He thanked staff and Council members for their hard work in achieving cost savings for taxpayers due to repurposing an existing City-owned building and giving the department room to grow.

Mayor McFarland announced Council would have an executive session regarding pending litigation following the adjournment of the Regular Session Council Meeting.

Mr. Maxwell requested Council members evaluate the need for additional baseball fields within the community. He stated there are currently 32 100-acre tracts that are undeveloped in Rutherford County, with approximately 13 in the City limits and 19-20 within the City's urban growth boundary. He encouraged Council members to consider how they might address the growing need for baseball fields. Mayor McFarland mentioned there is also a 120-acre site on Highway 96 that may be a consideration.

Mayor McFarland acknowledged it is rivalry week for Middle Tennessee State University men's and women's basketball teams. Each team plays Western Kentucky this Saturday. The women's team plays at 2:00 p.m. and the men's team plays at 6:00 p.m. He encouraged everyone to come out and support our local University.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:35 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Retreat Session

October 24, 2024 –October 25, 2024
Manchester Coffee County Convention Center
147 Hospitality Boulevard
Manchester, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met for a retreat session at the Manchester Coffee County Convention Center on Thursday, October 24, 2024 and Friday, October 25, 2024.

Council Members Present

Mayor Shane McFarland – Presiding
Jami Averwater – Present October 24, 2024, Absent and Excused part of October 25, 2024
Madelyn Scales Harris
Austin Maxwell
Bill Shacklett
Kirt Wade – Present October 24, 2024, Absent and Excused October 25, 2024
Shawn Wright

City Representatives Present

Darren Gore, City Manager
Adam Tucker, City Attorney
Craig Tindall, Special Council
Erin Tucker, City Recorder / Chief Financial Officer
Sam Huddleston, Assistant City Manager
Dr. Trey Duke, Director of Murfreesboro City Schools
Don Bartch, Assistant Director of Murfreesboro City Schools
Lauren Bush, Assistant City Attorney for Murfreesboro City Schools

Executive Director Staff Present by Zoom (Electronic Participants)

Angela Jackson, Executive Director of Strategic Services
Jim Kerr, Transportation Director
Mark McCluskey, Chief of Fire Rescue
Valerie Smith, Water Resources Director
Randolph Wilkerson, Human Resources Director


Prayer and Pledge of Allegiance

Mayor McFarland called the meeting to order at 8:30 a.m. on Thursday, October 24, 2024. Mr. Maxwell commenced the meeting with a prayer followed by the Pledge of Allegiance.

Retreat Items

1. Capital Improvement Projects (CIP) Debt Service. Erin Tucker, City Recorder/Chief Financial Officer, presented a PowerPoint regarding FY25 CIP Debt Service. The Solid Waste Transfer Station will be moved from Debt Fund to General Fund. The new CIP Plan for FY25 is listed at \$70 million, which is a \$15 million add. Ms. Tucker reviewed allocation of funds for Fire Rescue, Murfreesboro City Schools, Road Projects, Parks and Recreation, Murfreesboro City Schools, Public

Safety, Facilities, Miscellaneous Items, Water Resources, and FY26 CIP Funds. Discussion followed regarding priority and cost estimates for Fire Rescue requests, including the training facility and cost estimates for a new school facility vs. leasing land for a charter school. Discussion regarding incremental property tax increases followed.

 Darren Gore, City Manager, reviewed future projects and deferment of funds for FY26, FY27, FY28, and FY29. The impact of deferring projects on the long-term property tax projections and possible increases was shown and discussed as well.

2. Annual Pay Plan Raises and New Employee Costs. Darren Gore, City Manager, presented a PowerPoint regarding projections for new plan raises and new employee costs through 2033. Mr. Gore discussed General Fund pay plan adjustments for COLA between 6% and 6.5% with a 5% pay grade adjustment for exempt positions between 119-126. Mr. Gore and Erin Tucker, City Recorder/ Chief Financial Officer, discussed with Council when pay plan adjustments would take effect.

3. Revenue Requirements & 2033 Pro Forma.

a. Pro Forma Trends (Operational Expenses, New Employees, Debt Service, and Property and Sales Tax Revenues) and b. Property Tax Implications for Revenue Deficits. Darren Gore, City Manager, presented a PowerPoint reviewing Revenue and Expense Assumptions for FY26 - FY33, including property tax, solid waste, community investment trust distributions and operational budget savings, payroll related costs, debt service and other operational budget assumptions. The model is intended to be updated and reviewed annually based on actual experiences. Council and staff discussed getting creative to look for efficiencies; such as for savings in gas on City vehicles. Erin Tucker, City Recorder/ Chief Financial Officer, discussed sales tax revenue projections and savings throughout FY26 - FY33. Ms. Tucker stated projections will be reviewed yearly.

Mayor McFarland requested to move to Agenda Item 5 prior to breaking for lunch and then go back to Agenda Item 4.

5. Rutherford County Library System Discussion. Darren Gore, City Manager, discussed the possibility of a seven-member Library Board instead of an eleven-member Library Board due to the difficulty of creating a quorum. The seven-member Library Board would include one member from Murfreesboro, one member from Rutherford County, one member from Smyrna, one member from Eagleville and three members at-large.

Adam Tucker, City Attorney, discussed work on an Interlocal Agreement being discussed with mayors of local governments. Mayor McFarland discussed Library Board appointments and suggested removing elected officials as Board members and transitioning Board members to administrative roles.

Sam Huddleston, Assistant City Manager, provided attendance statistics for the Linebaugh Public Library Branch. There are approximately 43,000 visitors per year, including repeat visits.

Discussion ensued regarding decentralizing the library.

4. Economic Development. Darren Gore, City Manager, presented a PowerPoint regarding Murfreesboro's 2035 Economic Development Update. He discussed strategic plans with MTSU and Main Street, Destination Rutherford 2.0, and how to align the City's objectives, goals and strategies with these organizations. He provided updates to the Murfreesboro Comprehensive Plan and requested Council feedback.

Discussion ensued regarding hiring an advisor or consultant to help steer the City and a balanced approach to utilizing existing staff, the Chamber of Commerce, and a contracted consultant to prioritize economic development in the areas identified for project opportunities.

a. Project Opportunities.

i. Civic/Coliseum/Conference Center/Ice Rink. Mr. Maxwell suggested the City-owned property house an ice rink. Sam Huddleston, Assistant City Manager, stated this was the original plan for the land on Medical Center Parkway near Murfreesboro Medical Center.

ii. Cherry Lane Corridor. Mr. Gore discussed whether the Enterprise Fund should be made whole and if the City should buy back the land since the City is marketing it. The right-of-way has been dedicated, and we are in the final stage.

iii. Medical Center Parkway City – Owned Properties. Mr. Gore has received feedback on what people would like to see on the property and whether there is interest in the property. The Council suggested to keep it as one tract and not divide the property.

iv. Veterans at I-840. Mr. Gore stated this is Middle Tennessee Electric (MTE) property and Mayor McFarland stated it is governmental property that was originally a dairy farm. MTSU owns it but appears to be excess land for them.

b. Strategic Plan, Incorporating.

i. Chamber of Commerce Destination Rutherford 5.0, ii. MTSU Emerging Trends SWOT Analysis, iii. Main Street Strategic Plan, and iv. Rutherford County Comprehensive Plan. The Council expressed interest in partnering with Destination Rutherford,

MTSU, Main Street, and Rutherford County. Mr. Wade suggested the City work with the Chamber of Commerce to develop a better relationship and understanding of their performance for the City. Mr. Gore shared his conversations with Paul Latture, President of the Chamber of Commerce, to provide a performance metric on the City's return of investment. Mr. Gore suggested having a workshop meeting with the Chamber of Commerce to address ideas and communication.

Council discussed challenges surrounding MTSU's ownership of multiple residences in Murfreesboro. The university is leasing properties as non-student housing but paying no taxes or contributing to City services. Discussion ensued regarding changing state law to prohibit universities from buying "growth" property and then using it for rental property, property maintenance, calls for police service, and crime. Mr. Gore shared that communication efforts between the City and MTSU are improving, and that staff will continue working to improve those efforts.

c. Infrastructure Support.

i. Transportation (Roads) and ii. Sewer and WRRF Expansion (NPDES permitting). Mr. Gore discussed needing infrastructure in place to incentivize economic development. If we do not get the WRRF upgrade, the economic strategy will look different. Mr. Gore confirmed it looks like we will receive the WRRF permit, which could be functional around 2029 or 2030.

6. Homelessness Discussion. Darren Gore, City Manager, presented discussion regarding the United Way Continuum of Care and Coordinated Entry, Murfreesboro Police Department Homeless Outreach Support Team (H.O.S.T.) program, and the City's level of leadership involving homelessness solutions. The Council discussed a matrix to review funds allocated to these types of programs. Discussion ensued regarding Key Performance Indicators and the fine line between incentivizing and deterring chronic homelessness. One opinion was brought forward a City representative should coordinate and ensure there is no duplication of effort. Discussion migrated to that being the goal of RutherfordThrives.org (Continuum of Care and Coordinated Entry 211). Council stated that the City should be taking a background role in homelessness and allowing Community Investment Trust grants and Community Development grants to provide direct funding mechanisms by the City to organizations.

Recess Meeting – End of Day 1

Mayor McFarland recessed the meeting at 3:30 p.m. on Thursday, October 24, 2024.

Re-Convene Meeting – Beginning of Day 2

Mayor McFarland re-convened the meeting at 8:30 a.m. on Friday, October 25, 2024. He stated Council members Kirt Wade and Jami Averwater were absent and excused from the meeting.

Darren Gore, City Manager, and Erin Tucker, City Recorder/Chief Financial Officer, revisited the Capital Improvement Projects Debt Service discussion for FY25 and FY26 by providing Council with more information on debt service projections.

7. Murfreesboro City Schools.

a. Charter Verses City Funded, b. Resolution against County's Reappropriation to Capital Projects Versus Providing Annual Operations Funding to City, and c. Permit Fees. Dr. Trey Duke, Director of City Schools, and Don Bartch, Assistant Director of City Schools, reviewed Murfreesboro City Schools' current capacity analysis to provide needs and priorities. Main concerns are Black Fox Elementary School and Salem Elementary School due to developments in the area and the lack of impact from the new county school.

Dr. Duke mentioned that the new County school (Poplar Hill Elementary) will affect Overall Creek Elementary by lowering student count; however, the full impact won't be known until it is built. A new large development next to Salem Elementary (approximately 300 homes) will increase student count; as will ongoing development around Black Fox Elementary. These schools are at capacity, so there is a concern regarding the ability to take in significant number of new students. Dual zoning is an ongoing discussion with Rutherford County Schools but has recently stalled. Having a dual zoning agreement in place will benefit both systems as it will allow for better projections and capital planning.

The City receives mixed drink tax but has not distributed funds to Rutherford County Schools this year due to lack of data and information.

Scales Elementary and Black Fox Elementary have been most impacted by English as a Second Language (ESL) student increase.

Dr. Duke stated that Murfreesboro City Schools has to pay around \$12,000 per student to charter schools for their first year of operation, so a 500-student charter school would be paid around \$6.0 million. It was mentioned that even if City Schools deny a charter school and the state approves it, City Schools has 30-days after state approval to reconsider and enter into an authorization agreement with the charter school. City Schools has had a decrease of \$0.19 from education general funds since 2019 (an estimated loss of approximately \$8.0M when accounting for 3% growth).

City Schools hope to not ask for an increase of operating expense participation from the City unless tied to a new building opening. Dr. Duke expects requesting funds for a new school would be

in 2027-2028. By August of 2025, Dr. Duke will have a much better understanding of the impact of the new County School (Poplar Hill) and charter school (Rutherford Collegiate Prep) and will notify the City of the need for an additional school.

Council Member Jami Averwater arrived at the meeting as Council and Staff were discussing Agenda Item 7 on Friday, October 25, 2024 and was present for the remainder of the meeting.

Mayor McFarland requested to speak about Agenda Item 9 prior to Agenda Item 8.

9. Solid Waste. Darren Gore, City Manager, discussed and reviewed Solid Waste fee increases, WastAway structure options involving revenue bonds, Solid Waste Authority formation and pros and cons of a Franchise Collection Agreement, and an attorney-client privileged Executive Session to discuss Middle Point Landfill and Republic Services. Discussion ensued regarding the options affecting the City's monthly residential solid waste fee depending on the expected life of Middle Point Landfill and the success or failure of a WastAway/RNG operation. Council agreed to allow WastAway to present a final funding scenario to them at the November 14, 2024 workshop. Council requested the presentation be succinct and to the point; providing facts and data only.

8. Potential Charter Changes Affecting Council Elections.

a. Term Limits and b. Representative Districts. Darren Gore, City Manager, discussed the pros, cons, and key differences between at-large elections and district elections. Adam Tucker, City Attorney, discussed legal aspects of at-large elections and district elections and the possible timeline if the City decided to move elections to a different month to better engage public participation in local elections in the future.

Council expressed no strong opinion about changing the charter to enact district representation or term limits. Discussion ensued regarding moving City elections back to an April date to avoid making budget decisions prior to an August election.

Other Business

Personal Day Proposal. Staff reviewed a proposal with Council that would afford every full-time City employee five additional personal days per year and an additional holiday (Juneteenth). The five personal days would be front-loaded for new employees and granted to each current full-time City employee on their anniversary hire date. Personal days would not accrue. If personal days were not used in the twelve-month period between when issued and the employee's next anniversary hire date, they would be forfeited.

City Manager Evaluation Calendar. A proposed City Manager quarterly meeting schedule was provided to Council. Staff requested Council members provide feedback on performance or other necessary changes they see essential to the organization.

Citizen Academy. Efforts will be undertaken to develop a Citizen’s Academy for next year.

Council Eligibility for Healthcare (Other Post-employment Benefits). Discussion ensued regarding qualifying Council members to use for Healthcare OPEB after ten years of service. Staff discussed clarifying by ordinance or the Employee Handbook when Council members are considered employees versus elected officials.

Calendar of Events. Council requested a centralized City calendar of events regarding grand openings, showcase events, interlocal meetings and exchanges, state or federal delegation visits, etc. In conjunction with this master schedule, the Council requested one point of contact to coordinate schedules with other interested parties or stakeholders, manage media coverage, prepare “run of show” and aid in preparing statements or welcome addresses.

Contract for Part-Time City Judge. Adam Tucker, City Attorney, and Jami Averwater, Council member, are anticipated to meet and finalize the draft employment contract for the City Judge prior to advertising the position. Suggestions were made regarding allowing the submittal of RFP’s for the job application; however, submittal of CV and a proposed hourly rate were also discussed as part of applying for the job without the formality of an RFP process.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 11:30 a.m. on Friday, October 25, 2024.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Public Comment Special Session

Thursday, August 3, 2023 at 5:30 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 5:30 p.m. on Thursday, August 3, 2023.

Council Members Present

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

Jami Averwater was absent and excused from this meeting.

City Representatives Present

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

Public Comment

Mayor McFarland called the meeting to order and announced that this special meeting was being held for public comment. He stated that due to the number of people signed up to speak, the allotted time limit would be two (2) minutes. He then reviewed the procedures for speaking and invited those present to come forward to the lectern when their name was called.

Mayor McFarland called for the first five (5) speakers who had signed up to speak but they were not present. Mayor McFarland reinstituted normal time procedures for speakers, allotting three (3) minutes for individuals and five (5) minutes for group representatives. The following individuals addressed the Council.

1. Tammy Kelley, 2926 Pendarvis Lane, spoke in support of the City Manager and City Council on protecting children. She thanked the Council for listening to the voice of the community and stated that the growing movement to push adult entertainment on children was impacting this community.

2. Richard Baines, 1319 Parkview Terrace, addressed issues with public comments. He stated that the public comment meeting is important because it is not connected with the agenda and recommended that the wording for the “Public Comment Meeting” be changed to the “first Council meeting of the month,” not the “first Thursday of the month.” Mr. Baines noted that the online sign-up seems to only be for the new public comment section, that is for regular meetings.
3. Talitha Cox, 2051 Mount Herman, spoke in support of the Decency Standards Ordinance.
4. Isaac Gilliam, 911 Kay Street, spoke against the ban for the Tennessee Equality Project.
5. Hannah Faulkner, 2203 Rankin Drive, Christiana, TN, spoke in favor of the City Ordinance passed regarding protection of the children.

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

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

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



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

Thursday, August 3, 2023, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, August 3, 2023.

Council Members Present

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

Jami Averwater was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Erin Tucker, Budget Director
Darren Gore, Assistant City Manager/ Water Resources Director
Randolph Wilkerson, Human Resources Director
Brad Barbee, Planner
Chris Griffith, Executive Director of Engineering
Jim Kerr, Transportation Director
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Ceremonial Items

STARS Award for June 2023. Randolph Wilkerson, Human Resources Director, presented the STARS Award for the month of June upon Alexia Jakes of the Legal Department. The STARS award purpose is to recognize City employees that go above and beyond the call of duty. Ms. Jakes provided quick and compassionate assistance to her co-worker Aly Dabbs in her time of need. During one of Ms. Dabbs walks, she fainted and fell in a crosswalk. She called Ms. Jakes and Ms. Jakes came and picked her up, took her to the firehouse, and made sure she was safe.

Public Comment on Actionable Agenda Items

Mayor McFarland explained that this public comment was open to allow individuals to speak about items on the published agenda. Mayor McFarland opened public comments for those signed up to speak about items on the agenda. He acknowledged that David Brown 2365 Oakhill Drive had requested to speak on agenda item 7, Ordinance 23-O-25. Mr. Brown did not come forward for comment. Mayor McFarland closed the public comment session.

Consent Agenda

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

- 1. Annual State Airport Maintenance Grant (Airport)**
- 2. Fuel Farm Design Contract Amendment 1 (Airport)**
- 3. First Amendment to the Contract with On-Duty International LLC (Police)**
- 4. 2023 Edward Byrne Memorial JAG Program and MOU with RCSO (Police)**
- 5. Guardrail Replacement Contract - Amendment 2 (Street)**
- 6. Overall Creek Pump Station Expansion Change Order No. 1 (Water Resources)**

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

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

Nay: None

Old Business

Ordinance

7. Ordinance 23-O-25 City Code Amendment regarding the location of Sexually Oriented Entertainment (Second and Final Reading) (Administration). The ordinance titled, "ORDINANCE 23-O-25 amending the Murfreesboro City Code, Chapter 21, Offenses and Miscellaneous Provisions, Article I, Section 21-25, regarding sexually oriented adult entertainment" which passed its first reading on July 20, 2023, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-O-25 on second and final reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

8. Ordinance 23-O-24 FY24 Budget Amendment (Second and Final Reading)

(Administration). The ordinance titled, "ORDINANCE 23-O-24 amending the Fiscal Year 2024 (hereafter "FY2024") Budget (1st Amendment)" which passed its first reading on July 20, 2023, was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-O-24 on second and final reading. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

New Business

Land Use Matters

9. Sewer Allocation Variance – River Rock Boulevard – Commercial Development

(Planning). Brad Barbee, Principal Planner, presented a Council Communication regarding a proposed development request for additional density above the sewer allocation ordinance's zoning allowance for the proposed multi-tenant commercial center to be located at the intersection of River Rock Boulevard and the new Beasie Road connector street, which is currently under construction. Mr. Barbee requested Council approve the variance.

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

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

Nay: None

On Motion

10. CIP Reallocation – Butler Drive (Engineering). Chris Griffith, Executive Director of Engineering, presented a Council Communication and proposal to reallocate FY19, FY21, and FY22 CIP proceeds for the Butler Drive Realignment Project for approval. The estimated cost of this project is \$11,000,000, which is funded by FY19-FY22 CIP. Mayor McFarland asked if development of that area would include the closure of Old Butler Drive. Mr. Griffith confirmed that it would.

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

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

11. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented three regular beer permit applications for approval. Regular beer permit applications included: a new location for a tennis facility at 925 Golf Lane, a permit type change for a market/ restaurant at 1156 East Main Street, and an ownership and name change for a restaurant at 109 N. Maple Street. Applicants have all met requirements for a permit and were recommended for approval pending final building and codes inspections.

Mayor McFarland clarified with Adam Tucker, City Attorney, that beer permits could not be placed on the consent agenda. Mr. Tucker stated that was correct. Under state law, the Beer Board must vote on each application and not as part of the consent agenda.

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

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

12. Allocation of MED funds for TDOT Grant Application (Transportation). Jim Kerr, Transportation Director, presented a Council Communication and proposal to allocate MED sale proceeds for a TDOT grant application in accordance with the 2040 Major Transportation Plan and the 2023 Statewide Partnership Program. Reallocated funds will go toward three state route widening projects as follows for the primary purpose of funding engineering and a portion of the right-of-way acquisition: \$6.6 million for Old Fort Parkway, \$9.2 million for Memorial Boulevard and \$13.3 million for Lascassas Highway for a total of \$29.1 million.

Vice Mayor Shacklett made a motion to approve the MED sale allocation. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Future Council Meetings. Craig Tindall, City Manager, stated that the Council would meet on August 10, 2023 at 11:30 a.m. at the airport for a workshop meeting. Mayor McFarland confirmed with Adam Tucker, City Attorney, that Council would meet for executive session prior to the workshop. Mr. Tindall stated that they would meet at 11:00 a.m. prior to the workshop in the Conference Room.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 6:18 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Workshop Regular Session

Thursday, August 10, 2023, at 11:30 am
Municipal Airport Business Center
1930 Memorial Boulevard
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its workshop meeting place at the Municipal Airport Business Center at 11:49 a.m. on Thursday, August 10, 2023.

Council Members Present

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

Madelyn Scales Harris was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Roman Hankins, Deputy City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Michael Bowen, Police Chief
Raymond Hillis, Executive Director of Public Works
Angela Jackson, Executive Director of Strategic Services
Jim Kerr, Transportation Director
Erin Tucker, Budget Director
Nate Williams, Parks and Recreation Director
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Public Comment on Actionable Agenda Items

Mayor McFarland inquired of Jennifer Brown, City Recorder/ Finance Director, about the presence of any registered speakers for public comment on actionable agenda items. Ms. Brown stated there were no individuals registered to speak on any actionable agenda items.

Action Items

1. Retail Liquor Certificate of Compliance – Broad Street Liquor and Wine (Finance).

Jennifer Brown, City Recorder/ Finance Director presented a Council Communication and

requested Council to consider a Retail Liquor Certificate of Compliance requested by Anandkumar N. Patel for Broad Street Liquor and Wine, 2133 NW Broad Street, a new location for the retail liquor store. Ms. Brown confirmed the application's compliance with statutory requirements and recommended its approval to the Council.

Mr. Wade made a motion to approve the Retail Liquor Certificate of Compliance. Mr. Wright seconded the motion.

Mayor McFarland inquired if this store would affect the Town Creek Project. Sam Huddleston stated it would not.

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

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

Nay: None

2. Ordinance 23-O-30 Amend City Code Chapter 4, Alcoholic Beverages (First Reading) (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Ordinance 23-O-30, Amend City Code, Chapter 4, Alcoholic Beverages. This ordinance would allow staff to implement changes that align with Tennessee State Laws. Discussion ensued regarding certificates of compliance for retail liquor stores and statuses of potential expiration dates for certificates of compliance. The ordinance titled "ORDINANCE 23-O-30 amending the Murfreesboro City Code, Chapter 4, Alcoholic Beverages, including liquor, wine and beer" was offered for passage on its first reading.

Discussion ensued regarding the nine outstanding certifications of compliance with no state liquor license. Roman Hankins, Deputy City Attorney, provided information regarding clarification needed from the state. Mayor McFarland requested additional information on the status of those nine issued certificates of compliance with no corresponding state liquor license.

Mr. Maxwell made a motion to defer Ordinance 23-O-30. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

3. CIP Reallocation (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding August 2023 CIP Reallocation Schedule which included the

CIP Funds Transfer Request from CIP to general fund for Council's information. No action was needed.

4. Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant Contract (Police). Michael Bowen, Chief of Police, presented a Council Communication regarding Tennessee Law Enforcement Hiring, Training and Recruitment Program Grant Contract. Chief Bowen stated the grant would provide \$200,000 over 5 years for hiring and retention bonuses to police officers based on eligibility requirements. This would cover approximately thirteen officers each year. Chief Bowen requested Council approve the grant contract.

Mr. Wade made a motion to approve the grant contract. Mr. Wright seconded the motion. Upon roll call, said grant was approved by the following vote:

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

Nay: None

5. Development Agreement with Rutherford County Collegiate Prep Academy (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication regarding a Development Agreement with Rutherford County Collegiate Prep Academy pertaining to property located inside the City limits and allowing them to build and maintain private sewer facilities for a proposed school complex. Mr. Gore requested Council approve the development agreement.

Mr. Maxwell made a motion to approve the Development Agreement with Rutherford County Collegiate Prep Academy. Ms. Averwater seconded the motion. Upon roll call, motion was approved by the following vote:

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

Nay: None

Workshop Items

6. Blackman Park Master Plan Update (Administration). Sam Huddleston, Assistant City Manager, presented a Council Communication regarding Blackman Park Master Plan Update. Mr. Huddleston introduced Jason Kocmar and John Lavender from Gresham Smith and Partners who provided a presentation on updates to the Blackman Park Master Plan. Discussion ensued regarding park amenities and the need for additional softball and baseball fields with a request to bring the park's master plan to the next workshop meeting.

7. Town Creek Phase 2 Daylighting Concept Plan Update (Administration). Sam Huddleston, Assistant City Manager, presented a Council Communication and documents regarding Town Creek Phase 2 Daylighting Concept Plan Update. Mr. Huddleston introduced Ryan Maloney from Griggs and Maloney to present the update. Mr. Maloney introduced the project team, Kevin Guenther, Lauren Arledge, and Tyler Wilson to provide details of the master plan. Ms. Arledge presented a PowerPoint presentation reviewing the history of the project and future considerations. Discussion ensued regarding plans and an additional corner lot to consider.

8. Keystone – Broad Street Redevelopment TIF Overview (Administration). Craig Tindall, City Manager, presented a Council Communication and documents regarding Keystone – Broad Street Redevelopment TIF Overview. Mr. Tindall introduced Matt Taylor from Site Engineering Consultants (SEC, Inc.) to provide the update. Discussion ensued regarding hotel, condominium and residential units.

9. June 2023 Dashboard (Administration). Erin Tucker, Budget Director, presented a Council Communication and documents regarding the June 2023 Dashboard which included financial, building and codes, risk management and construction data. No discussion occurred. This information was provided to Council as notification only and no vote was necessary.

Board and Commission Appointments

Tennis Commission and renaming the Tennis Commission to Tennis and Pickleball Commission. Mayor McFarland presented a Council Communication regarding the Tennis Commission. Mayor McFarland presented Alan Cutler, Business Manager for the Murfreesboro Pickleball Association, as a recommended appointee to the Tennis Commission for approval. Mayor McFarland proposed that the Tennis Commission be renamed to incorporate pickleball. Discussion ensued about renaming the Tennis Commission. The Mayor requested Adam Tucker, City Attorney, draft an ordinance to change the name in the City Code after Council voted to change the name of the commission.

Mr. Wright made a motion to change the name of the Tennis Commission to the Tennis and Pickleball Commission. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Mr. Wright made a motion to approve the appointment of Alan Cutler to the Tennis and Pickleball Commission. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Licensing

No beer permits were presented.

Payment of Statements

No payment of statements was presented.

Other Business

10. Community Investment Program Funds Transfer (Finance). Jennifer Brown, City Recorder/Finance Director presented a Council Communication regarding Community Investment Program Funds Transfer. Ms. Brown presented a CIP Funds Transfer to reallocate unallocated 2019 bond proceeds in the amount of \$9,000 for approval.

Mr. Maxwell made a motion to approve the CIP Funds Transfer. Mr. Wade seconded the motion. Upon roll call, motion was approved by the following vote:

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

Nay: None

Future Meetings. Craig Tindall, City Manager, stated the next City Council meetings would be August 17, 2023, and August 31, 2023. There will not be a meeting on August 24, 2023.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 2:04 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Regular Session

Thursday, August 17, 2023, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, August 17, 2023.

Council Members Present

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

Kirt Wade was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Angela Jackson, Executive Director of Strategic Services
Nate Williams, Executive Director of Recreational Services
Russ Brashear, Assistant Director of Transportation
Matthew Blomeley, Assistant Planning Director
Brad Barbee, Principal Planner
Chris Griffith, Executive Director of Public Infrastructure
Mark McCluskey, Fire Rescue Chief
Trey Adams, Golf Director
Michael Bowen, Police Chief
Dr. Trey Duke, Director of City Schools
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Mayor McFarland commended law enforcement for their involvement with Murfreesboro City Schools to keep our children safe. He cautioned people to put down their phone and pay attention in school zones.

Ceremonial Items

STARS Award for July 2023. Randolph Wilkerson, Human Resources Director, presented the STARS Award for the month of July upon Joel Aguilera of the Planning Department for his high standard of customer service. He maintains humility and humor in his day-to-day work and is respected by staff and customers alike. The STARS award purpose is to recognize City employees that go above and beyond the call of duty.

Public Comment on Actionable Agenda Items

Mayor McFarland inquired of Jennifer Brown, City Recorder/ Finance Director about the presence of any registered speakers for public comment on actionable agenda items. Ms. Brown stated there were no individuals registered to speak on any actionable agenda items.

Consent Agenda

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

- 1. FY23 Strategic Partnerships (Administration)**
- 2. Wayfinding Downtown Task Order (Administration)**
- 3. Retail Liquor Certificate of Compliance - Gateway Wine & Spirits – Ownership Change (Finance)**
- 4. Request to Purchase Reel Mower (Parks)**
- 5. RTA Contract Amendment 2 (Transportation)**

Vice Mayor Shacklett made a motion to approve the Consent Agenda. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

New Business

Land Use Matters

6. Amending the Zoning Ordinance – Building Height (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding an ordinance amending the Zoning Ordinance regarding building height, as it pertains to the height of communications towers and buildings used in conjunction with government utilities or public safety. The public hearing resolution titled, “RESOLUTION 23-R-PH-26 fixing the time for holding a Public Hearing with respect to amending the Murfreesboro City Code, Appendix A – Zoning, 25, 31, Chart 2

and Chart 2 Endnotes, dealing with the maximum height of certain structures, City of Murfreesboro Planning Department, applicant [2023-802]” was adopted by City Council on July 20, 2023 and set the public hearing date. Notice of public hearing was published on August 1, 2023, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

6a. Public Hearing regarding Amending the Zoning Ordinance. Mayor McFarland initiated a public hearing, welcoming comments on the rezoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

6b. Ordinance 23-O-26 (First Reading). The ordinance titled, “ORDINANCE 23-O-26 amending the Murfreesboro City Code, Appendix A, Zoning, Sections 25, 31, Chart 2 and Chart 2 Endnotes, dealing with the maximum height of certain structures” was offered for passage on its first reading.

Vice Mayor Shacklett made a motion to approve Ordinance 23-O-26 on first reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

7. Rezoning property west of Memorial Boulevard (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding rezoning approximately 34.2 acres located west of Memorial Boulevard. The public hearing resolution titled, “RESOLUTION 23-R-PH-27 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 34.2 acres located west of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Northridge Park PRD); Brightland Homes, applicant, [2023-405]” was adopted by City Council on July 20, 2023 and set the public hearing date. Notice of public hearing was published on August 1, 2023, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

Mr. Blomeley explained that Greg McKnight, Planning Director, worked with the developer to revise and resubmit a plan, allowing a waiver of the 18-month waiting period from their initial proposal submittal in December 2022. Mr. Blomeley highlighted several changes made to the

proposal. Mr. Blomeley introduced Clyde Rountree of Huddleston Steele Engineering, Inc. who then presented a PowerPoint presentation regarding the proposed development and discussed the need for zoning changes. Chris McGuire of Huddleston Steele identified and explained the traffic, engineering, and drainage issues resolved with this new development plan.

Discussion ensued among Council members and applicant representatives about the plan and resolving traffic, drainage and other concerns.

Mayor McFarland asked Sam Huddleston, Assistant City Manager, to update those present about the status of the drainage project for that area. Mr. Huddleston explained that much of the project has been folded into the Hi-Vee development project on Memorial Boulevard.

Prior to the public hearing Clyde Rountree with Huddleston Steele Engineering, Inc., presented a PowerPoint presentation regarding the proposed development.

Ms. Scales Harris expressed concern about the number of entrances into the development.

7a. Public Hearing regarding Rezoning 34.2 acres. Mayor McFarland initiated a public hearing, welcoming comments on the zoning and provided instructions for those wishing to speak. The following individuals addressed Council:

1. Mike Bacon, 2814 Archer Avenue, is opposed to aspects of the development plan. He is concerned about traffic with the stub connection, flooding, and the size of the lot 57 due to drainage concerns.

2. Beverly Burk, 2822 Regency Park Drive, is concerned with flooding near her home and wants to be sure drainage plans are implemented within the development to protect current residents.

3. Karen Bingham, 2903 Amber Drive, is concerned about flooding when it rains and safety of those who walk and run due to additional traffic issues with the new development.

4. Pat Bacon, 2814 Archer Avenue, is concerned about safety issues with increased traffic from stub street connections.

5. Ginger Richardson Palmer, 2803 Archer Avenue, is concerned about traffic conditions degrading with the new stub street connections and additional traffic.

6. Keith Palmer, 2803 Archer Avenue, is concerned about the traffic on Archer Avenue and Amber Avenue.

7. Kathleen Dineen, 2810 Archer Avenue, stated Ms. Scales-Harris stated her concerns and said she is concerned about safety when walking.

8. Eleanor Elliott, 407 Archer Avenue, is opposed to Amber and Archer being connected through due to safety issues, especially for pedestrians. She is concerned that people will be hit by cars.

9. Paula Farmer, 2715 Archer Avenue, is concerned that this development will negatively impact the safety and well-being of the neighborhood.

10. Patrick Jones, 2614 Morgan Road, is concerned about the increased traffic and safety issues with the connections being made.

11. Tony Oliver, 2908 Amber Avenue, is concerned about traffic issues and damage to his property that might be incurred.

12. Joan Lamento, 2711 Archer Avenue, is concerned about the safety of pedestrians in the neighborhood with the suggested connections of Archer and Amber.

13. William (Billy) Paschal, 2703 Morgan Avenue, is concerned about the traffic and drainage issues worsening in the area.

14. Leigh Francis, 2703 Archer Avenue, is concerned about the impact of increased traffic in the neighborhood.

15. Richard (Dick) Palmer, 2722 Archer Avenue, is opposed to Archer and Amber being connected to the new development. He is concerned about traffic worsening.

16. Donald Nalin, 2807 Morgan Avenue, is opposed to opening the stub streets.

17. Larry Farmer, 2715 Archer Avenue, is opposed to the connections to Amber and Archer due to the increased traffic and safety issues and is concerned about the safety of walkers.

Despite sufficient time for input, no other attendees expressed a desire to speak. Consequently, Mayor McFarland concluded the public hearing.

7b. Ordinance 23-OZ-27 (First Reading). The ordinance titled, “ORDINANCE 23-OZ-27 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 34.2 acres located west of Memorial Boulevard from Single-Family Residential Fifteen (RS-15) District to Planned Residential Development (PRD) District (Northridge Park PRD); Brightland Homes, applicant, [2023-405]” was offered for passage on its first reading.

Mayor McFarland addressed comments made within the public hearing and assured those present that Council members were part of the community and will listen and consider everything that people shared. Discussion ensued and comments were made by Council members. Vice Mayor Shacklett requested Mr. Blomeley to explain the difference between PRD and RS-15 (bulk zoning)

regarding oversight. Mr. Blomeley explained that there were more opportunities to put standards and restrictions in the PRD process.

Mr. Rountree stated that the applicants would need to re-evaluate their proposal to include the stub streets of Amber and Archer being cul-de-sacs and what the lot count would be with those changes.

Mr. Wright made a motion to amend Ordinance 23-OZ-27 to delete Archer Avenue and Amber Avenue connections and to approve Ordinance 23-OZ-27, as amended, on first reading. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: Austin Maxwell

8. Rezoning property along Veterans Parkway (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding rezoning approximately 16.46 acres located along Veterans Parkway north of Franklin Road. The public hearing resolution titled, “RESOLUTION 23-R-PH-28 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 16.5 acres located along Veterans Parkway from Commercial Highway (CH) District to Planned Residential Development (PRD) District (approx. 12.8 acres) and Planned Commercial Development (PCD) District (approx. 3.7 acres); Cornerstone Development, LLC, applicant, [2023-407]” was adopted by City Council on July 20, 2023 and set the public hearing date. Notice of public hearing was published on August 1, 2023, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

Prior to the public hearing, Mr. Blomeley yielded the floor to Brian Grover of SEC, Inc., who presented a PowerPoint presentation regarding the proposed development.

8a. Public Hearing regarding Rezoning 16.46 acres. Mayor McFarland initiated a public hearing, welcoming comments on the zoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

8b. Ordinance 23-OZ-28 (First Reading). The ordinance titled, “ORDINANCE 23-OZ-28 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 16.5 acres located

along Veterans Parkway from Commercial Highway (CH) District to Planned Residential Development (PRD) District (approx. 12.8 acres) and Planned Commercial Development (PCD) District (approx. 3.7 acres); Cornerstone Development, LLC, applicant, [2023-407]” was offered for passage on its first reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-28 on first reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

9. Rezoning property along East Vine Street (Planning). Matthew Blomeley, Assistant Planning Director, presented a Council Communication regarding rezoning approximately 0.64 acres located along the south side of East Vine Street east of South Highland Avenue. The public hearing resolution titled, “RESOLUTION 23-R-PH-29 fixing the time for holding a Public Hearing with respect to the proposed amendment of the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, constituting a part of said Ordinance, as heretofore amended and as now in force and effect, so as to consider a proposed amendment to rezone approximately 0.64 acres located along East Vine Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District and City Core Overlay (CCO) District (East Vine Manor PRD); 520 Vine Street, LLC, applicant, [2023-406]” was adopted by City Council on July 20, 2023 and set the public hearing date. Notice of public hearing was published on August 1, 2023, in the *Murfreesboro Post*. Mr. Blomeley stated that a public hearing was required on the matter.

Prior to the public hearing, Mr. Blomeley introduced Brian Grover of SEC, Inc., who presented a PowerPoint presentation regarding the proposed development.

9a. Public Hearing regarding Rezoning 0.64 acres. Mayor McFarland initiated a public hearing, welcoming comments on the zoning and provided instructions for those wishing to speak. Despite sufficient time for input, no attendees expressed a desire to speak on the matter. Consequently, Mayor McFarland concluded the public hearing.

9b. Ordinance 23-OZ-29 (First Reading). The ordinance titled, “ORDINANCE 23-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.64 acres located along East Vine Street from Single-Family Residential Eight (RS-8) District and City Core Overlay

(CCO) District to Planned Residential Development (PRD) District (East Vine Manor PRD) and City Core Overlay (CCO) District; 520 Vine Street, LLC, applicant, [2023-406]” was offered for passage on its first reading.

Ms. Scales Harris made a motion to approve Ordinance 23-OZ-29 on first reading. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Madelyn Scales Harris, Austin Maxwell, Bill Shacklett, Shane McFarland

Nay: None

Absent: Shawn Wright

10. Sewer Allocation Variance – Old Fort Parkway – Dutch Bros. Coffee (Planning). Brad Barbee, Planner, presented a Council Communication regarding a proposed development request for additional density above the sewer allocation ordinance’s zoning allowance for the proposed site plan for a new Dutch Bros. coffee shop to be located at the northeast corner of the intersection of the Old Fort Parkway frontage road and Market Place. It is zoned Commercial Highway (CH) District, which, per the ordinance, only allows 2.5 sfu’s/acre. The lot in question is 0.8 acres in size and thus is allowed only two sfu’s. The anticipated usage is approximately 8.5 sfu’s; therefore, the development of the coffee shop will need more than the ordinance allows by approximately 6.5 sfu’s. The sanitary sewer system can manage the increased flows for the proposed development. Staff reviewed the information presented and recommended the variance.

Council members discussed legal factors involved in approving or denying the sewer variance and how to address the variance if Council members opposed the project due to other factors. Mayor McFarland requested Adam Tucker, City Attorney, provide legal advice about this issue. Mr. Tucker reviewed the Sewer Allocation Variance Ordinance and provided legal advice for Council. Mayor McFarland suggested deferring the variance until Council could review the plans.

Mr. Wright made a motion to defer the sewer allocation variance. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Resolution

11. Resolution 23-R-25 Schools FY24 Budget Amendment #1 (Schools). Dr. Trey Duke, City Schools Director, presented a Council Communication and documents regarding a budget

amendment to adjust for various grants. The resolution titled, RESOLUTION 23-R-25 amending the Fiscal Year 2024 (hereafter “FY2024”) Murfreesboro City Schools Budget (1st Amendment)” was offered for passage on first and only reading.

Ms. Scales Harris made a motion to approve Resolution 23-R-25. Mr. Wright seconded the motion. Upon roll call, the motion passed by the following vote:

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

Nay: None

Dr. Duke invited the Council to the ribbon cutting for Cason Lane Pre-K building on Wednesday, August 23, 2023, at 4:15 p.m.

On Motion

12. Brinkley Road Phase 1 Final Change Order (Engineering). Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication regarding a final change order with Bell and Associates, LLC to reflect the actual work performed and final contract amount of \$4,075,834.91. Mr. Griffith requested Council approve the final change order.

Ms. Averwater made a motion to approve the Brinkly Road Phase 1 Final Change Order with Bell and Associates, LLC. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

13. Medical Center Phase 1 Construction (Engineering). Chris Griffith, Executive Director of Public Infrastructure, presented a Council Communication requesting Council approval of the construction of Medical Center Parkway Phase 1 (I-24 to Thompson Lane) with existing annual contracts. Using existing annual contract’s pricing the construction estimate is \$7,050,000.

Mr. Maxwell made a motion to approve Medical Center Phase 1 Construction. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

14. Purchase of Two New Trucks (Fire Rescue). Mark McCluskey, Fire Chief, presented a Council Communication and requested Council approve the purchase and sales agreement of two Ford F-150 trucks from Ford of Murfreesboro in the amount of \$86,130.

Ms. Scales Harris made a motion to approve the purchase and sales agreement with Ford of Murfreesboro. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

15. Old Fort Golf Course Renovation Project (Golf). Trey Adams, Golf Director, presented a Council Communication and requested Council approve the contract for the Old Fort Golf Course Renovation Project with Wadsworth Golf Construction Company. The total cost of the project will be \$1,422,113.71.

Vice Mayor Shacklett made a motion to approve the contract with Wadsworth Golf Construction Company. Mr. Maxwell seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

16. State SRO Grant and MOU with Murfreesboro City Schools (Police). Michael Bowen, Chief of Police, presented a Council Communication and requested Council approve the application for the Statewide SRO grant and the MOU with Murfreesboro City Schools.

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

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

Nay: None

17. Purchase of Vehicle Equipment from On-Duty (Police). Michael Bowen, Chief of Police, presented a Council Communication and requested Council approve the purchase and installation of safety equipment for new police vehicles from On-Duty International, LLC in the amount of \$356,350.

Mr. Wright made a motion to approve the purchase and installation from On-Duty International, LLC. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

18. Purchase of Body Armor from Galls (Police). Michael Bowen, Chief of Police, presented a Council Communication and requested Council approve the purchase of 100 sets of body armor from Galls, LLC in the amount of \$146,180. Currently, there are 100 sets of body armor approaching expiration in the next twelve months. This is part of our normal rotating replacement plan.

Mr. Maxwell made a motion to approve the purchase and sales agreement with Galls, LLC. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

19. HVAC Replacement at Reeves-Rogers and Hobgood Elementary (Schools). Dr. Trey Duke, City Schools Director, presented a Council Communication and requested Council approve the contracts with Xenergy, Inc. for HVAC Renovations at Hobgood Elementary School and Reeves-Rogers Elementary School. The total expense, \$2,782,000.

Mr. Maxwell made a motion to approve the purchase and sales agreement with Xenergy, Inc. Ms. Scales Harris seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

20. TDOT Contract for Improve Act Funds (Transportation). Russ Brashear, Assistant Director of Transportation, presented a Council Communication requesting Council approve a grant contract with TDOT to secure state funding for the Murfreesboro Transit Center in the amount of \$3,000,000.

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

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

7. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented one special event permit for a homecoming party and scholarship fundraiser at the Walnut House, 116 North Walnut Street for approval. The applicant met requirements for the permit and was recommended for approval pending special event permit approval.

Mr. Wright made a motion to approve the permit. Ms. Scales Harris seconded the motion.

Upon roll call the motion passed by the following vote:

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

Nay: None

Payment of Statements

No payment of statements was presented.

Other Business

Mr. Maxwell shared survey results with Council members from a survey he created regarding the Keystone Project/ Broad Street Development. He stated that Council members need to be listening to what citizens want.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 8:29 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____



City of Murfreesboro
City Council – Regular Session

Thursday, August 31, 2023, at 6:00 pm
City Council Chambers
111 West Vine Street
Murfreesboro, Tennessee

MINUTES

The City Council of the City of Murfreesboro, Rutherford County, Tennessee, met in regular session at its regular meeting place in the Council Chambers at City Hall at 6:00 p.m. on Thursday, August 31, 2023.

Council Members Present

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

Madelyn Scales Harris was absent and excused from this meeting.

City Representatives Present

Craig Tindall, City Manager
Adam Tucker, City Attorney
Roman Hankins, Assistant City Attorney
Jennifer Brown, City Recorder/ Finance Director
Darren Gore, Assistant City Manager/ Water Resources Director
Sam Huddleston, Assistant City Manager
Russ Brashear, Transportation Assistant Director
Matthew Blomeley, Assistant Planning Director
Chris Yeager, City Clerk

Prayer and Pledge of Allegiance

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

Mayor McFarland announced Middle Tennessee Electric is investing 85 million dollars in the City of Murfreesboro to bring fiber to the community and are partnering with Murfreesboro Housing Authority to provide free internet services to individuals that qualify in low-income communities.

Public Comment on Actionable Agenda Items

Mayor McFarland stated Agenda Item 12, Resolution 23-R-28 Supporting Tax Increment Financing for Project Keystone—Broad Street Redevelopment Project would be moved to Item 14b, to be discussed after Item 14a Development Agreement and Purchase and Sale Agreement – Project Keystone—Broad Street Redevelopment Project is discussed and considered.

Mayor McFarland acknowledged there were seven individuals registered to speak at public comment on actionable agenda items. Mayor McFarland provided instructions about the public comment session. The following individuals addressed Council:

1. Richard Baines, 1319 Parkview Terrace, is opposed to Project Keystone - Broad Street Redevelopment Project pedestrian bridge.

2. Josh Reynolds, 734 Cherokee Court, spoke in favor of Project Keystone - Broad Street Redevelopment Project as a small business owner, property owner and citizen of Murfreesboro.

3. Tara MacDougal, 3819 Oakleaf Drive, spoke in favor of Project Keystone - Broad Street Redevelopment Project. Ms. MacDougal is president and CEO of Discovery Center and served on the Historic Bottoms Study group in 2016. She wants to see the neighborhood get even better and believes this project will accomplish this.

4. Sara Callender, representing Main Street Murfreesboro, spoke in favor of Project Keystone - Broad Street Redevelopment Project. Ms. Callender stated challenges downtown include lack of housing, maintaining historic preservation while developing the area, and adding more space for retail, hotels, residential, and office use in the downtown area. She believes the Keystone project will help overcome these challenges and submitted survey results of the Main Street Survey for the Council. The survey results agreed with her comments made to Council.

5. Michael Busey, owner of State Farm Downtown, 109 North Maple Street, spoke in favor of Project Keystone - Broad Street Redevelopment Project. Mr. Busey believes the increased walkability, more space for retail and restaurants, and additional housing and parking that is needed will be a good addition to downtown.

6. Doug Duross, owner of Marina's on the Square, spoke in favor of Project Keystone - Broad Street Redevelopment Project. Mr. Duross stated he has owned Marina's for over 25 years and that the Square has grown in the number of businesses and community visibility. He believes that the Keystone project is a continuation of what the Square has already done for the downtown area.

Consent Agenda

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

- 1. Agreement for Intergovernmental Services (Administration)**
- 2. Approval of Southern Lighting & Traffic Systems Contract (Fire Rescue)**
- 3. NAFECO Contract Amendment (Fire Rescue)**
- 4. Asphalt Purchases Report (Water Resources)**

5. Grass Cutting & Landscaping Second Amendment (Water Resources)

6. Full-scale Biosolids Thermal Dryer Controls Design (Water Resources)

7. Magnolia Village Sewer Replacement Participation (Water Resources)

Vice Mayor Shacklett made a motion to approve the Consent Agenda. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Old Business

Land Use Matters

8. Ordinance 23-O-26 Amending the Zoning Ordinance – Building Height (Second and Final Reading) (Planning). The ordinance titled, “ORDINANCE 23-O-26 amending the Murfreesboro City Code, Appendix A, Zoning, Sections 25, 31, Chart 2 and Chart 2 Endnotes, dealing with the maximum height of certain structures” was offered for passage on its second and final reading.

Mr. Wade made a motion to approve Ordinance 23-O-26 on second and final reading. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

9. Ordinance 23-OZ-28 Rezoning property along Veterans Parkway (Second and Final Reading) (Planning). The ordinance titled, “ORDINANCE 23-OZ-28 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 16.5 acres located along Veterans Parkway from Commercial Highway (CH) District to Planned Residential Development (PRD) District (approx. 12.8 acres) and Planned Commercial Development (PCD) District (approx. 3.7 acres); Cornerstone Development, LLC, applicant, [2023-407]” was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-28 on second and final reading. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

10. Ordinance 23-OZ-29 Rezoning property along East Vine Street (Second and Final Reading) (Planning). The ordinance titled, “ORDINANCE 23-OZ-29 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.64 acres located along East Vine Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) District to Planned Residential Development (PRD) District(East Vine Manor PRD) and City Core Overlay (CCO) District; 520 Vine Street, LLC, applicant, [2023-406]” was offered for passage on its second and final reading.

Mr. Maxwell made a motion to approve Ordinance 23-OZ-29 on second and final reading.

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

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

Nay: None

New Business

Resolution

11. Resolution 23-R-27 Accompanying TDEC Permit for Qualified Biogas Property (Administration) Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication and PowerPoint Presentation requesting Council approve a resolution for permit application to construct a solid waste processing facility. The resolution titled, “RESOLUTION 23-R-27 providing approval under the Jackson Law for the construction of a qualified biogas property within the City of Murfreesboro” was offered for passage on its first and only reading. Mayor McFarland stated that there was a great deal of misinformation in the community on the WastAway project and encouraged citizens to research the information available online. Discussion ensued regarding the large amount of work that has gone into this process, including cooperation with Rutherford County.

Ms. Averwater made a motion to approve Resolution 23-R-27. Mr. Wade seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

12. Resolution 23-R-28 Supporting Tax Increment Financing for Project Keystone—Broad Street Redevelopment Project (Administration). Moved to Agenda Item 14b.

On Motion

13. Non-Exclusive Public Right-of-Way License Agreement with Google Fiber Tennessee, LLC (Administration). Sam Huddleston, Assistant City Manager, presented a Council Communication requesting Council approval and authorization to execute a Non-Exclusive Public Right-of-Way License Agreement with Google Fiber Tennessee, LLC, to install a broadband internet infrastructure network in the public right-of-way. A license fee equaling two percent of Google Fiber's gross revenue from accounts within the City will create an additional revenue stream.

Mr. Wright asked staff to address that when roads are patched due to the cutting into the road, that repairs are done to city standards. Adam Tucker, City Attorney, addressed Mr. Wright's comment by clarifying that legal staff worked on the agreement regarding repairs to ensure repairs would happen in a timely manner.

Mr. Wade made a motion to approve the agreement with Google Fiber Tennessee, LLC. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

14a. Development Agreement and Purchase and Sale Agreement – Project Keystone—Broad Street Redevelopment Project (Administration). Sam Huddleston, Assistant City Manager, presented a Council Communication and PowerPoint presentation requesting Council approve the Development Agreement and Purchase and Sale Agreement for Project Keystone—Broad Street Redevelopment Project with HRP Residential, LLC. The Project is expected to produce more than \$531,000 in City property tax per year and will allocate \$435,000 to the TIF. The City will receive \$450,000 annually in estimated direct and indirect revenue. Discussion ensued regarding the development, parking, tax incremental financing (TIF) funding and the mix of types of zoning.

Mr. Wade made a motion to approve the agreement. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: Austin Maxwell, Shawn Wright

14b. (previously Agenda Item 12) Resolution 23-R-28: Supporting Tax Increment Financing for Project Keystone—Broad Street Redevelopment Project (Administration). Sam Huddleston, Assistant City Manager, presented a Council Communication and PowerPoint presentation requesting Council approve a resolution for the Economic Impact Plan for Project

Keystone—Broad Street Redevelopment. The resolution titled, “RESOLUTION 23-R-28 regarding Economic Impact Plan for Project Keystone Development Area” was offered for passage on its first and only reading.

Mr. Wade made a motion to approve Resolution 23-R-28. Vice Mayor Shacklett seconded the motion. Upon roll call, the motion was passed by the following vote:

Aye: Jami Averwater, Bill Shacklett, Kirt Wade, Shane McFarland

Nay: Austin Maxwell, Shawn Wright

15. Contract to Purchase Buses (Transportation). Russ Brashear, Transportation Assistant Director, presented a Council Communication requesting Council approve a contract with Mid-South Bus Center to purchase three transit buses. The total contract price is \$423,579.

Mr. Maxwell made a motion to approve the purchase and contract with Mid-South Bus Center. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

16. Polymer Contract Amendment (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting Council approve Contract amendment for the purchase of Zetag 8160 Polymer used at the Water Resource Recovery Facility (WRRF), from Solenis, LLC in the amount of \$350,000.

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

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

Nay: None

17. FY24 Sewer Rehabilitation Contract Approval (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting Council approve the construction agreement with SBW Constructors using the Alternate A bid pricing in the amount of \$6,942,454, subject to Legal Department’s approval of surety and insurance.

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

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

Nay: None

18. EnviroSight Rover X Sewer Inspection System (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting Council's approval for the purchase to replace Cobra Technologies' CCTV equipment which is no longer supported with EnviroSight's Rover X basic mainline inspection system. This same line of equipment is being installed in two other CCTV vehicles. The purchase of EnviroSight's Mainline Inspection System from Sansom Equipment is \$147,517.

Mr. Maxwell made a motion to approve the purchase and contract. Ms. Averwater seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

19. Crushed Stone Contract (Water Resources). Darren Gore, Assistant City Manager/ Water Resources Director, presented a Council Communication requesting Council award the crushed stone contract to lowest bidder, Blue Water Industries. The total is estimated conservatively at \$151,725.

Mr. Maxwell made a motion to approve the contract with Blue Water Industries. Mr. Wright seconded the motion. Upon roll call, the motion was passed by the following vote:

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

Nay: None

Board and Commission Appointments

No board and commission appointments were presented.

Licensing

20. Beer Permits (Finance). Jennifer Brown, City Recorder/ Finance Director, presented a Council Communication regarding Regular Beer Permits and Special Event Beer Permits. The following were offered for approval: Three Regular Beer Permits for three new locations for a restaurant located at 1718 Memorial Boulevard, convenience store located at 3127 Medical Center Parkway, Suite B1, and a restaurant located at 1855 Medical Center Parkway, Suite H. One Special Event Beer Permit for Interfaith Dental Clinic of at 1500 Medical Center Parkway, Suite 4D on

October 26, 2023, was presented for approval. Applicants met requirements for the permits and were recommended for approval pending final building and codes inspections for the regular beer permits and special event permit issuance for the special event beer permits.

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

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

Nay: None

Payment of Statements

Jennifer Brown, City Recorder/Finance Director, stated there was one statement to consider.

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

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

Nay: None

Other Business

Mr. Maxwell stated he supports the will of the Council and provided information regarding a survey regarding Project Keystone - Broad Street Redevelopment Project.

Mayor McFarland stated it is the first weekend of college football and good luck to Middle State Tennessee University playing against Alabama.

Mr. Tindall advised Monday, September 4, 2023, is a holiday and due to the short week Council will not meet but instead will meet the week after for a Workshop Session on September 14, 2023. The Regular Session on September 21, 2023 will include public comment.

Adjourn

There being no further business, Mayor McFarland adjourned this meeting at 7:30 p.m.

SHANE MCFARLAND
MAYOR

ATTEST:

ERIN TUCKER
CITY RECORDER/ CHIEF FINANCIAL OFFICER

APPROVED BY COUNCIL: _____

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: FY25 Budget Amendment [2nd and Final Reading]

Department: Finance

Presented by: Erin Tucker, CFO/City Recorder

Requested Council Action:

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

Summary

Amendment to the City's FY25 Budget Ordinance.

Staff Recommendation

Approve Ordinance 25-O-06, as updated, amending the City's budget on second and final reading.

Background Information

Change for Second Reading

Water Resources has a vacant Information Technology (IT) position budgeted that will now need to be budgeted under General Fund. This change increases the City's headcount. The City's expense for the remainder of the year, \$60,000, will be funded with revenues from Water Resources.

FY24 Reserve Adjustments

The FY25 Budget includes carryforward of funding from FY24 that were budgeted but not spent before June 30, 2023. The budgeted carryforward should be adjusted as follows:

Prior Year Carryforward Adjustments

General Fund:

The FY25 Budget estimated \$9.3 million in expenses carried forward from the FY24 Budget. Once the financial records' year-end closing process completed, actual carry-forward expenses total \$8.7 million, resulting in \$596,137 in adjustments to use of Assigned and Unassigned Fund Balances. The details are listed in Attachment 2.

FY24 CIP:

Adjustments totaling \$78,199 need to be made to the carryforward FY24 CIP items funded through General Fund as detailed in Attachment 2.

CIP Transfers:

Adjustments totaling \$1.4m need to be made to budget for the projects funded through the CIP Transfers Assigned fund balance. The details are listed in Attachment 2.

Airport Fund:

Prior year carryforward expenses along with related revenues from General Fund need to be adjusted by \$28,292, as detailed in Attachment 2.

Council Priorities Served

Responsible Budgeting

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

Fiscal Impact

The amendment for the prior-year General Fund items results in an increase to Unassigned Fund Balance of \$596,137. The adjustments for the FY24 CIP items funded through General Fund result in a decrease use of Assigned – CIP Fund Balance of \$78,199. The adjustments for the CIP Transfers results in the use of \$1.4m of the Assigned CIP Transfers Fund Balance.

The amendment to the Airport's budget has no impact on Airport's Fund Balance.

Attachments

1. FY24 City Budget Ordinance 25-O-06 and Exhibits A and B
2. Detailed List of FY24 carryforward items

ORDINANCE 25-O-06 amending the Fiscal Year 2025 (hereafter “FY2025”) Budget (3rd Amendment).

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

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

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

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

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

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

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

Passed:

1st reading _____


2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:


43A2035E51F9401...
Adam F. Tucker
City Attorney

SEAL

FY25 General Fund Budget Amendment

Airport - Transfer for T-Hangar Construction	10510008-576007-CHNG	(28,291.50)
Parks - Skate Park	10413009-593700	(461,624.04)
Sign consultant	10212008-520000	(1,765.00)
Towne Creek property acquisition	10111359-591000	(144,690.18)
Planning - Broad St/Cherry Lane bubble plan	10119008-525000	40,230.00
Planning - Special Census	10119008-525000-DA21	3.27
DECREASED USE OF UNASSIGNED FUND BALANCE	1105-270000	(596,137.45)

FY24 CIP Budget Amendment

FY24 CIP - Police Vehicles Marked	10210009-594100-CIP	(35,765.95)
FY24 CIP - Golf - Rough Mower	10414209-594000-CIP	(42,432.80)
ADD BACK TO ASSIGNED - CIP-GENERAL FUND FUND BALANCE	1105-264019	78,198.75

FY24 CIP Transfers Budget Amendment

ASSIGNED CIP SWAP - Cason Lane Pre-K Building	10130009-592000-CIP	(89,259.59)
ASSIGNED CIP SWAP - Cherry Lane Phase 2	10130009-592000-CIP	12,652.40
ASSIGNED CIP SWAP - Cherry Lane Phase 3	10130009-592000-CIP	41,750.00
ASSIGNED CIP SWAP - Barfiled Expansion	10130009-592000-CIP	459,313.34
ASSIGNED CIP SWAP - Cannonsburgh	10130009-592000-CIP	(0.34)
ASSIGNED CIP SWAP - Greenway North Connector	10130009-592000-CIP	121,932.08
ASSIGNED CIP SWAP - Materials Management Station	10130009-592000-CIP	290,069.80
ASSIGNED CIP SWAP - BIOSOLIDS FACILITY	10130009-592000-CIP	565,384.10
USE OF ASSIGNED CIP SWAP FUND BALANCE	1105-264014	(1,401,841.79)

Airport Fund Budget Amendment

Transfer in from General Fund	1206-369601-CHNG	(28,291.50)
Airport - private prep pads	1209-593300-CHNG	(28,291.50)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>General Fund</u>				
<u>Revenues</u>				
IT	<u>Unassigned</u> Transfer in from Water	\$ -	\$ 60,000.00	\$ 60,000.00
				<u>\$ 60,000.00</u>
<u>Expenditures</u>				
<u>Assigned - Prior Year Carryforward</u>				
General Fund (Non-Departmental)	Transfer to Airport Fund (CHNG)	\$ 1,220,168.00	\$ 1,191,876.50	\$ (28,291.50)
Parks & Recreation	Parks & Recreation Facilities	\$ 3,628,285.00	\$ 3,166,660.96	\$ (461,624.04)
Building & Codes	Contractual Services	\$ 30,000.00	\$ 28,235.00	\$ (1,765.00)
Economic Development	Land Expense	\$ 3,066,596.00	\$ 2,921,905.82	\$ (144,690.18)
Planning	Professional Services	\$ 271,270.00	\$ 311,500.00	\$ 40,230.00
Planning	Professional Services (DA21)	\$ 528,730.00	\$ 528,733.27	\$ 3.27
<u>Assigned - CIP Projects</u>				
General Fund (Non-Departmental)	Road Projects	\$ 10,798,071.00	\$ 10,852,473.06	\$ 54,402.06
General Fund (Non-Departmental)	Buildings Expense	\$ 3,759,846.00	\$ 5,107,285.82	\$ 1,347,439.82
<u>Unassigned</u>				
IT	Salaries and benefits	\$ 1,771,589.00	\$ 1,831,589.00	\$ 60,000.00
<u>CIP Items - Funded from Unassigned</u>				
Police	Transportation Equipment	\$ 2,236,600.00	\$ 2,200,834.05	\$ (35,765.95)
Golf	Machinery & Equipment	\$ 80,000.00	\$ 37,567.20	\$ (42,432.80)
				<u>\$ 787,505.68</u>
CHANGE IN RESERVED, RESTRICTED, AND ASSIGNED FUND BALANCE		\$ (83,179,582.75)	\$ (83,985,287.18)	\$ 805,704.43
CHANGE IN UNASSIGNED FUND BALANCE		\$ (27,008,308.45)	\$ (26,930,109.70)	\$ (78,198.75)
ESTIMATED ENDING FUND BALANCE		\$ 136,077,890.00		
Adjustments for FY24 Closing Entries				
TOTAL ESTIMATED ENDING FUND BALANCE		\$ 136,077,890.00	\$ 135,350,384.32	\$ (727,505.68)

Department	Account	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Airport Fund</u>				
<u>Revenues</u>				
	Transfer in from General Fund	\$ 1,220,168.00	\$ 1,191,876.50	\$ (28,291.50)
				<u>\$ (28,291.50)</u>
<u>Expenditures</u>				
	Airfields	\$ 1,220,168.00	\$ 1,191,876.50	\$ (28,291.50)
				<u>\$ (28,291.50)</u>
	CHANGE IN FUND BALANCE (CASH)	\$ (432,071.00)	\$ (432,071.00)	-

Ordinance 25-O-06								
EXHIBIT B								
2024-2025 FUNDED POSITION COUNT								
	2022/2023		2023/2024		2024/2025		2024/2025	
	ACTUAL		ACTUAL		ADOPTED		AMENDED	
DESCRIPTIONS	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
DEPARTMENTS								
Mayor & Council	7		7		7		7	
City Manager	15		11		12		12	
Finance	21		23		25		25	
Legal	10		10		8		9	
City Court	7		7		7		7	
Purchasing	3		3		3		3	
Information Technology	20		23		24		25	
GIS	4	1	4	1	5	1	5	1
Communications	7	1	8		8		8	
Human Resources	11		11		12		12	
Facilities Maintenance	13	1	16	1	16	1	16	1
Fleet Services	21		22		24		24	
Police	393	46	397	46	416	46	416	48
Fire	243	1	243	1	245	1	245	1
Building & Codes	26		26		26		26	
Planning	17	12	17	14	17	14	17	14
Community Development	4		4		4		4	
Transportation	28	7	28	7	34	7	34	7
Engineering	14		14		16		16	
Street	54	9	54	9	56	8	56	8
Civic Plaza	1		1		1		1	
Recreation	100	304	105	305	108	307	108	307
Golf	16	39	16	39	16	43	17	42
Solid Waste	47		48		48		48	
Total General Fund	1,082	421	1,098	423	1,138	428	1,141	429
Airport Fund	4	10	6	9	6	9	6	9
	4	10	6	9	6	9	6	9
	1,086	431	1,104	432	1,144	437	1,147	438

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Amending the PRD zoning for property along Veals Road
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amending the PRD zoning of approximately 205.21 acres located along the north side of Veals Road west of Double Springs Road.

Staff Recommendation

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

The Planning Commission recommended approval of the zoning request on January 8, 2025.

Background Information

Meritage Homes presented to the City a zoning application [2024-420] to amend the existing PRD (Planned Residential District) zoning on approximately 205.21 acres located along the north side of Veals Road. During its regular meeting on January 8, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

This rezoning will help facilitate the continued development of the Graystone residential development, which will generate tax revenue for the City, create employment opportunities during construction, and increase the local inventory of homes for sale.

Attachments:

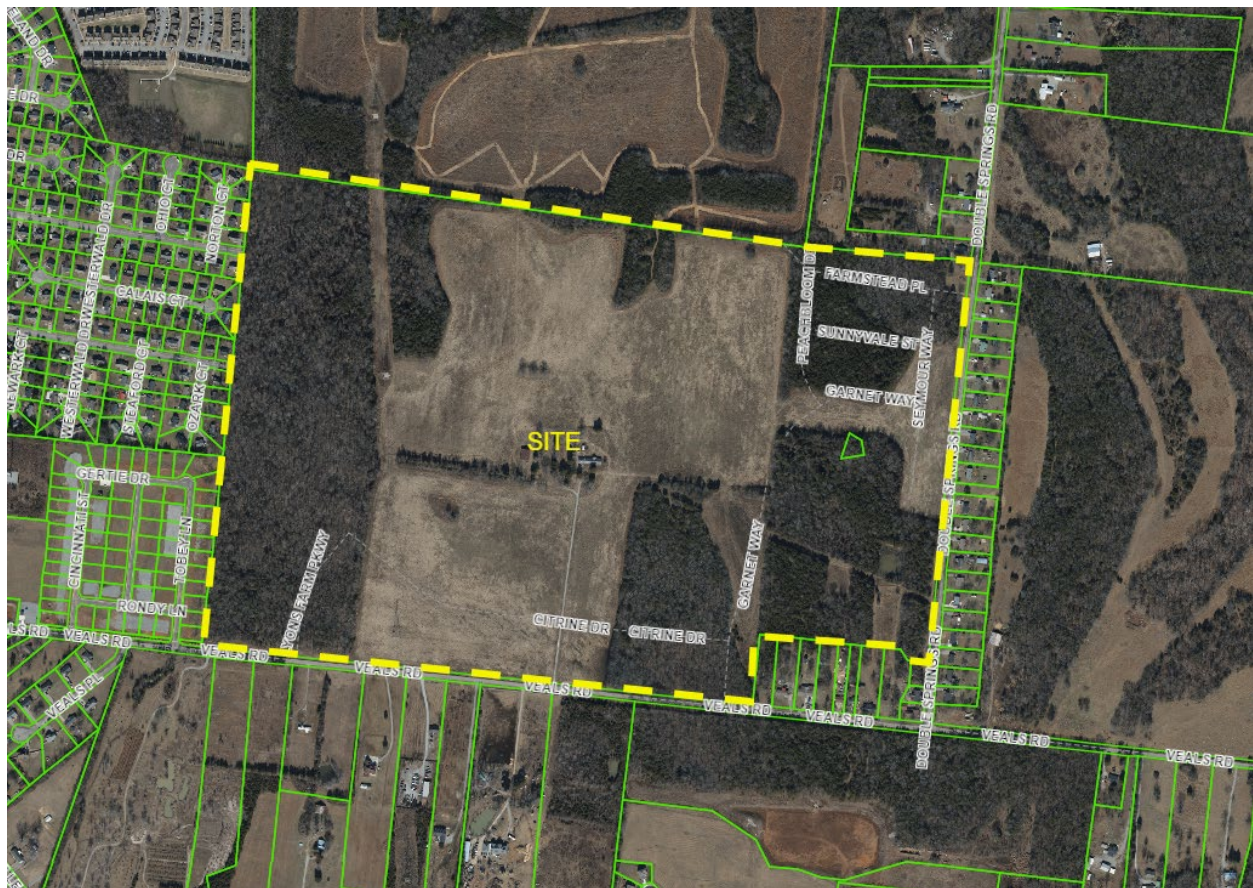
1. Ordinance 25-OZ-02
2. Maps of the area
3. Planning Commission staff comments from 01/08/2025 meeting
4. Draft Planning Commission minutes for 01/08/2025 meeting

5. Letters from applicant's representative
6. Amended Graystone PRD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 8, 2025
PROJECT PLANNER: RICHARD DONOVAN**

5.a. Zoning application [2024-420] to amend the PRD (Greystone PRD) zoning on approximately 205.21 acres located along Veals Road and Double Springs Road, Meritage Homes applicant.

Meritage Homes, the applicant, is requesting an amendment to the PRD (Graystone PRD) zoning for a property located on the north side of Veals Road and the west side of Double Springs Road. The property encompasses approximately 205.5 acres and is currently under development. An amended master plan was approved in May 2023, with preliminary plats for Sections 1, 2, 3, and 4 receiving approval between March 2021 and July 2024. Additionally, site plans for the HPR portions and townhomes within the development have been approved during this time. The subject property is identified as Tax Map 112, Parcel 016.00.



Adjacent Land Use and Zoning

The adjacent properties are residential and zoned accordingly. To the north is vacant land which is zoned single-family residential (RS-6 and RS-10) and which is under development with the Farmhouse Downs single-family residential subdivision; to the east is zoned medium-density residential (RM) in unincorporated Rutherford County and developed with low-density single-family residential uses on septic tank; to the south is zoned PRD (Carter's Retreat PRD – single-family residential) and RM in unincorporated Rutherford County (large lot single-family residential); and to the west are Travelers Trace and Crestview single-family residential subdivisions which are both zoned RS-10.

Graystone PRD Existing

The existing PRD (Graystone PRD) includes a total of 375 single-family residential units: 134 single-family detached houses, 154 HPR single-family detached homes, and 87 single-family attached townhomes equating to 1.83 units per acre. Most elements within the PRD are remaining consistent with prior approvals and are highlighted as follows:

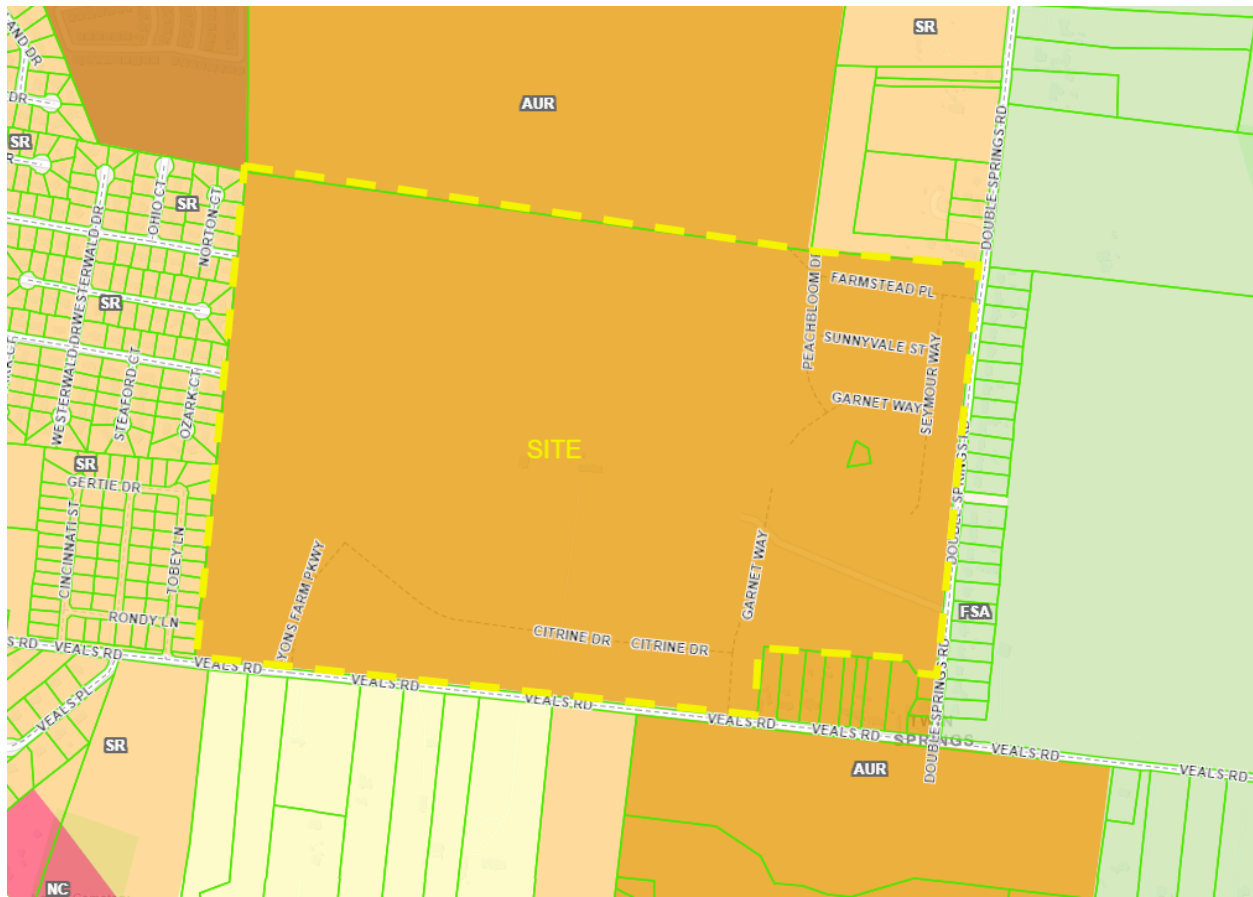
- **Housing Details:**
 - **Single-family Detached Homes (non HPR):**
 - Lot size: Minimum 6,500 ft², typical dimensions 55' x 120'.
 - One to two story 40' wide homes.
 - Homes range from 1,400–2,500+ ft² with minimum 2-3 bedrooms.
 - Front and side-entry garages with decorative doors.
 - Brick and cement board siding facades.
 - **Single-family Detached Homes (HPR):**
 - One to two story 30' wide homes.
 - Homes range from 1,400–2,500+ ft² with minimum 2-3 bedrooms.
 - 2 car side-entry garages with decorative doors.
 - Brick and cement board siding facades.
 - **Townhomes:**
 - Units range from 1,200–1,600+ ft² with minimum 2 bedrooms.
 - Horizontal Property Regime (HPR) sales.
 - Private roads and garages restricted to vehicular use.
 - Brick and cement board siding facades.
- **Open Space and Amenities:**
 - 102 acres (49.7%) allocated as open space, including wetlands and stormwater detention areas.
 - Centralized amenity center with a pool, splash pad, playground, dog park, and clubhouse.

- Multiple pedestrian-friendly sidewalks and formal open spaces across phases.
- Landscaping includes Type A, B, and C buffers and decorative plantings.
- **Infrastructure and Traffic Improvements:**
 - Construction of a 3-lane collector road per City requirements.
 - Enhancements to Veals Road and Bradyville Pike (e.g., turn lanes and striping).
 - Public streets for detached homes; private roads for townhomes.
 - Utilities (electric, water, sewer) managed by local providers.
- **Phased Development:**
 - Four construction phases based on market absorption:
 - Phase 1A: Initial 70 building permits with STEP fields and first roadway entrance.
 - Phases 1B-4: Timing based on sales milestones; additional infrastructure tied to later phases.
 - Amenities to be constructed after 50% of homes in each phase are built.
- **Environmental Considerations:**
 - Existing wetlands (48.11 acres) preserved, with mitigation for select areas.
 - Topography designed to manage stormwater and avoid flood risks.
- **Homeowner Association (HOA):**
 - HOA managed by a third-party company, responsible for common areas and amenities.
 - Restrictive covenants and membership dues for residents.

Future Land Use Map:

The Future Land Use Map (FLUM) of the Murfreesboro 2035 Comprehensive Plan designates the project area as 'Auto-Urban Residential' (AUR), which is considered the most appropriate land use character, as indicated on the map below. The AUR designation typically supports a density range of 4.0 to 12.0 dwelling units per acre. The Comprehensive Plan recommends RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3 and PRD zoning. The AUR land use category aims to promote both single-family attached and single-family detached residential development. The PRD zoning aligns with the Auto-Urban Residential land use designation by offering a mix of detached and attached single-family housing options while preserving a significant on-site natural feature: the wetlands.

Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



Graystone PRD Proposed Amendment

The applicant is proposing to amend the existing PRD's requirement to provide underground electric service along the proposed collector road, known as Lyons Farm Parkway. Electricity will remain underground in the remainder of the subdivision but is proposed to be overhead along Lyons Farm Parkway. The applicant has indicated in the attached letter that they believe the proposal aligns with the City's standard utility practices and integrates with the existing infrastructure, which includes recently installed overhead lines by MTE along the frontage of the subject property and a TVA transmission line running through the site. According to the applicant, extending overhead lines along the collector road complements the established utility framework in the area. Lyons Farm Parkway is proposed to run north through the neighboring Farmhouse Down Subdivision. Lyons Farm Parkway is a proposed community collector which will function similarly to Saint Andrews Drive, Cason Lane, and River Rock Boulevard. Screenshots from Google Street View are provided of these streets below and show area with and without overhead electric service. An approximately one-mile section of Lyons Farm Parkway is already approved and under construction within

the Farmhouse Down Subdivision and features underground electric.

Below are excerpts from the Subdivision Regulations and Design Guidelines regarding how utilities, including electrical, are to be handled within the City of Murfreesboro. The Subdivision Regulations state that the City Engineer or Planning Commission have the ability to vary the utility installation requirements. The applicant has requested the City Engineer, Michelle Emerson, to waive the underground installation requirement. Ms. Emerson declined to waive underground installation requirement to vary from the Subdivision Regulation and Design Guidelines and deferred the matter to the Planning Commission.

Subdivision Regulations Excerpt

5.12. Underground Utility Lines

A Developer shall be required to install underground electric, telephone, cable television, or other utilities except as approved by the Murfreesboro Planning Commission or City Engineer.

Design Guidelines Excerpt

E. Public Streetscape Treatment – Utilities

All utility lines within new streets shall be underground, unless otherwise approved by Planning Commission. Subdivision Regulations require underground utilities within public R.O.W. on all new streets.

Landscaping Changes

The proposed overhead power lines will also impact the landscaping planned along Lyons Farm Parkway. Below are excerpts from the existing and proposed landscaping guidelines for this area. With the introduction of overhead power, the possibility of incorporating substantial “decorative plantings,” including trees, will be eliminated. The proposed guidelines now limit landscaping to low-growing shrubs and groundcover, as MTE requires a 30-foot clearance around overhead electrical lines.

Existing Landscaping Language

Landscape Planting areas shall be installed between the single-family lots directly adjacent to the proposed community collector. These landscape areas shall consist of decorative plantings on intermittent berms.

Proposed Landscaping Language

Landscape Planting areas shall be installed between the single-family lots directly adjacent to the proposed community collector. These landscape areas shall consist of decorative plantings on intermittent berms. Landscape areas under the proposed overhead electric shall propose a mixture of low growing shrubs and intermittent groundcovers.

Benefits of underground electric

- Eliminates the visual clutter of overhead lines and poles, enhancing the overall appearance of neighborhoods and urban areas.
- Underground lines allow for more flexible land development and use, as poles and overhead wires do not obstruct properties or roads.
- Underground lines are less exposed to weather-related disruptions like wind, lightning, ice storms, and falling trees.
- They are also less prone to accidents such as vehicular collisions with poles.

The proposal to allow overhead power lines along Lyons Farm Parkway deviates from the Subdivision Regulations and Design Guidelines, which prioritize underground utilities for new streets to enhance aesthetics, reliability, and safety. Overhead power would alter the planned landscaping along the Parkway, restricting the use of trees and decorative plantings, originally included in the plan to enhance the corridor's visual appeal.

During their deliberations, the Planning Commission may wish to consider the following factors, among others:

1. The cohesive development of Lyons Farm Parkway through Graystone and Farmhouse Downs.
2. The impact of overhead electric service on landscaping options and aesthetics.
3. The role of wetlands in shaping the overall development of Graystone, which incorporates approximately 48.11 acres of preserved wetlands.
4. The potential precedent this request may set for future overhead electric service requests along similarly classified streets.
5. The context and character established by existing electric service infrastructure in the area.

Staff recommendation:

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

1. The PRD zoning is consistent with the FLUM of the Comprehensive Plan which supports cluster development when overall density is met, and the remainder is preserved as common areas and open space.
2. Allowing overhead lines supports the efficient continuation of Lyons Farm Parkway's development while addressing the unique site constraints, as Lyons Farm Parkway is an important link depicted on the Major Transportation Plan.
3. The amendment balances cost-effectiveness with minimal impact on the overall subdivision design, as underground utilities will still be maintained throughout the rest of the development.

Action Needed:

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

Attachments:

Ortho Map

Non-ortho maps

Pattern Book

Applicant Letter



Figure 1: 2230 St. Andrews Drive



Figure 2: 1726 St. Andrews Drive



Figure 3: 1486 Cason Lane



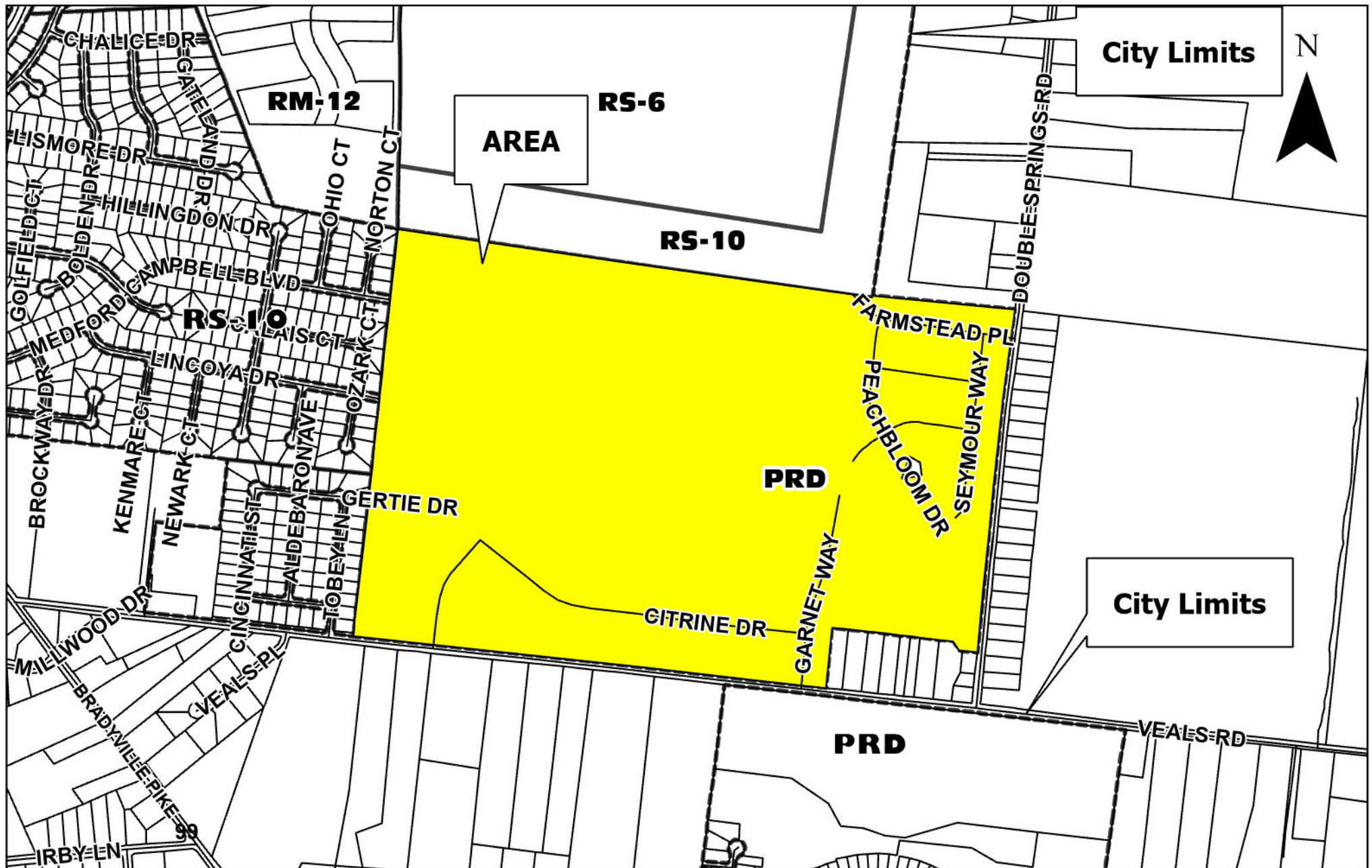
Figure 4: 1139 Cason Lane



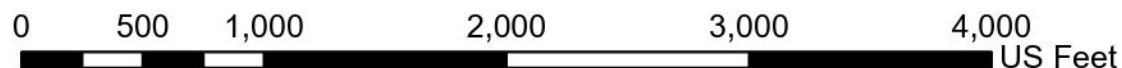
Figure 5: 1507 River Rock Blvd.



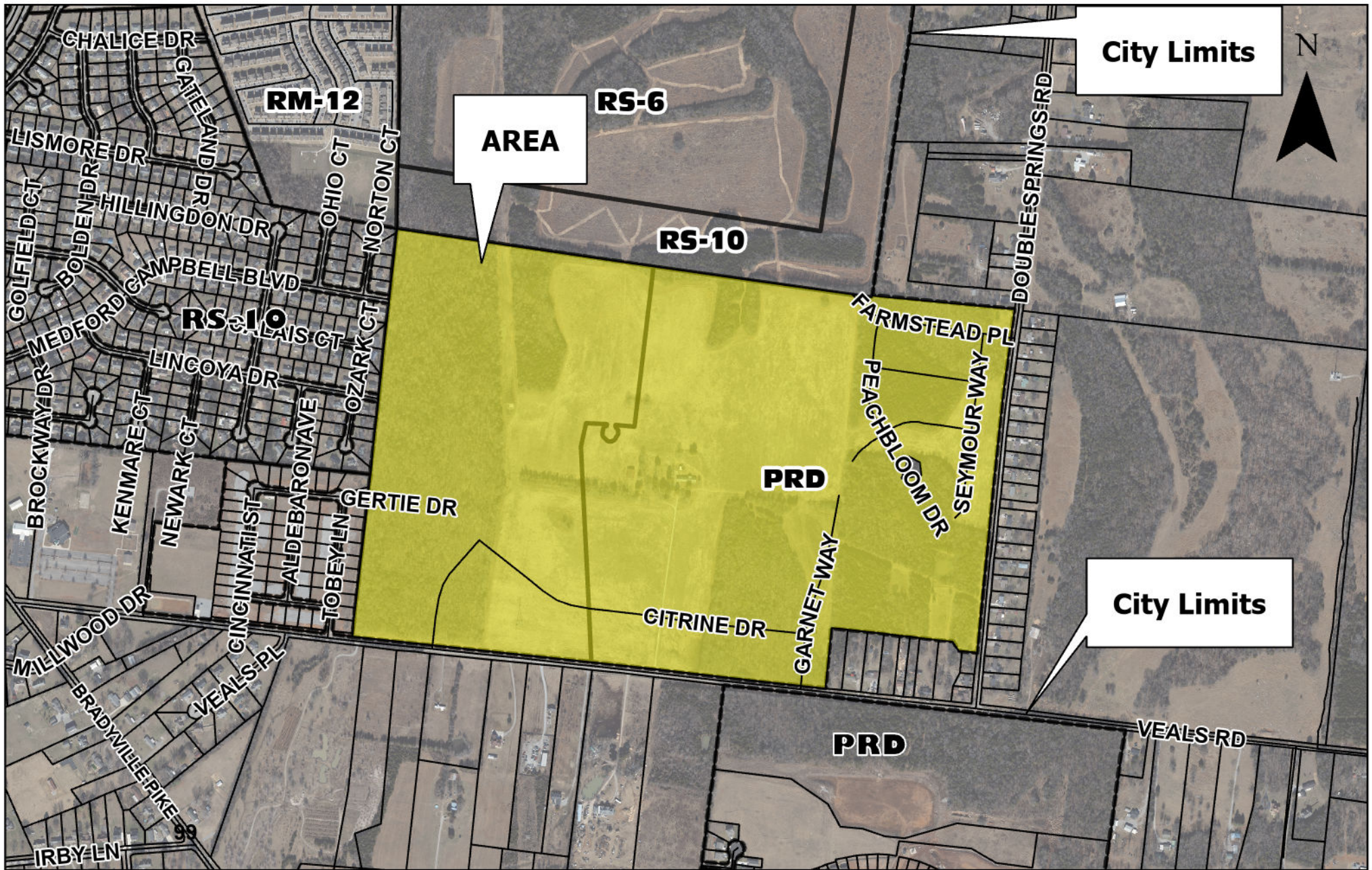
Figure 6: 1115 River Rock Blvd.



Zoning Request for property along Veals Road PRD Amendment (Graystone PRD)



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



Zoning Request for property along Veals Road PRD Amendment (Graystone PRD)



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



Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Meritage Homes c/o Chet Bachula

Address: 2555 Meridian Boulevard Suite 100 **City/State/Zip:** Fanklin, TN 37067

Phone: 773.619.9171

E-mail address: [REDACTED]

PROPERTY OWNER: Meritage Homes c/o Chet Bachula

Street Address or property description: 3245 Veals Road

and/or Tax map #: 112 **Group:** **Parcel (s):** 16.00,

Existing zoning classification: PRD

Proposed zoning classification: PRD **Acreage:** 205.21 acres

Contact name & phone number for publication and notifications to the public (if different from the applicant): SEC, Inc. c/o Matt Taylor 615-890-7901

E-mail: [REDACTED]

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 11-13-2024

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

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

Amount paid: **Receipt #:**

SEC, Inc.

SITE ENGINEERING CONSULTANTS

ENGINEERING · SURVEYING · LAND PLANNING
LANDSCAPE ARCHITECTURE

850 Middle Tennessee Blvd · Murfreesboro, TN 37129 · 615-890-7901 · www.sec-civil.com · Fax 615-895-2567

November 14, 2024

Holly Smyth
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: 21294 Graystone PRD Submittal for PRD Amendment (PRD# 2021-424)
PRD Booklet Summary Of Changes
SEC Project No. 21294

Dear Holly Smyth,

Our revisions to the booklet have been outlined below.

Cover Page – Updated Submittal Date

Page 8 – Revised electric service text to allow overhead along Proposed Collector Road

Page 9 – Updated FEMA Panel Eff. Dates

Page 12 – Revised bullet #6 regarding on-site utilities to allow overhead electric along Proposed Collector Road.0

Page 37 – Revised location of community dog park

Page 39 – Revised bullet #7 to reference landscaping underneath overhead electric lines.

Page 41- Updated FEMA Panel Eff. Dates

Should you need any clarification concerning the plans or our revisions, please feel free to contact me at 615-890-7901 or mtaylor@sec-civil.com.

Sincerely,



Matt Taylor, P.E.
SEC, Inc.



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

December 12, 2024

Richard Donovan
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

RE: 21294 Graystone PRD Amendment
Letter of Intent
SEC Project No. 21294

Dear Richard,

We are submitting this letter of intent to request an amendment to the approved Greystone PRD pattern book. Specifically, this amendment pertains to the utility installation requirements outlined in the pattern book, which currently stipulates that all utilities shall be underground. We propose to allow overhead utility lines along the north-south collector road traversing the site while maintaining underground utilities throughout the remainder of the development.

This proposed adjustment aligns with the City's standard approach to utility installations for similar sized electrical lines. As part of the existing infrastructure in the area, MTE has already installed new overhead electric lines along the frontage of the property and is requiring a transmission main be extended to the northern property line of the Graystone project. Additionally, a significant overhead TVA transmission line runs through the site, contributing to a landscape where overhead utility infrastructure is already an established element. Incorporating overhead lines along the collector road would integrate with the area's existing utility framework.

While we recognize the aesthetic and functional benefits of underground utilities, the unique considerations of this site make overhead lines a practical and context-sensitive solution for the collector road. The integration of overhead lines in this specific corridor will not detract from the overall visual character of the development, as the overhead lines will be limited to the collector road and will harmonize with the existing utility infrastructure.

We believe this amendment maintains the integrity and vision of the development while also addressing the practicalities of utility installation. This adjustment allows for an efficient and consistent approach to utility design that respects the established patterns in the area.

Sincerely,

Matt Taylor, P.E.
SEC, Inc



GRAYSTONE - NORTHSIDE OF VEALS ROAD

A REQUEST FOR AN AMENDMENT TO THE PREVIOUSLY APPROVED PLANNED RESIDENTIAL DISTRICT (PRD#2021-411)

Murfreesboro, Tennessee

PRD#2021-424 (Ordinance 21-OZ-39)

City Council Approved on January 27th, 2022
Effective Date of February 10th, 2022

Initial Submittal

September 16th, 2021

Resubmitted

Minor Deviation Changing Pages; 13,14,36,37,38 -
Due to Wetlands
July 14th, 2022

Resubmitted

Minor Deviation Changing Pages; 13,14,36,37,38 -
Due to Wetlands
August 10th, 2022

Resubmitted

Minor Deviation Changing Pages;
4,12,13,14,36,37,38,40 - Due to Wetlands
March 23rd, 2023

Initial Amendment Submittal

Amendment Changing Pages; 8, 9, 12, 37, 39, 41
November 14, 2024

Resubmitted

December 9th, 2024 for the
December 18th, 2024
Planning Commission Meeting

Resubmitted

December 31st, 2024 for the
January 8th, 2025
Planning Commission Public Hearing

Resubmitted

January 24nd, 2025 for the
February 6th, 2025
City Council Public Hearing



SEC Project #21294

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

*850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129*

Company Name: Meritage Homes
Profession: Developer/Builder
Attn: Chet Bachula
Phone: (733) 919-9171
Email: [REDACTED]
Web: meritagehomes.com

*2555 Meridian Boulevard, Suite 100
Franklin, Tennessee 37067*

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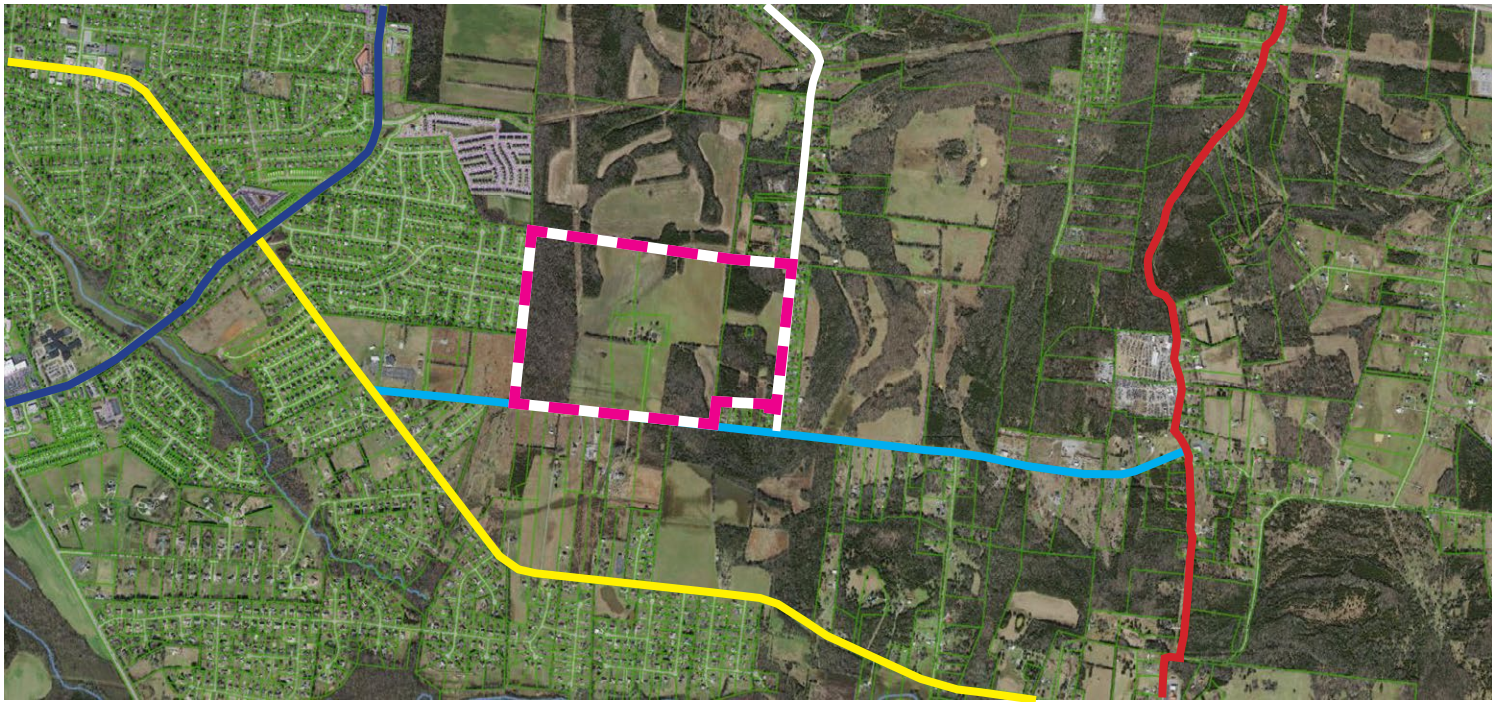
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ARTICLE 13 SUBSECTION 2B 40-41



AERIAL PHOTOGRAPH

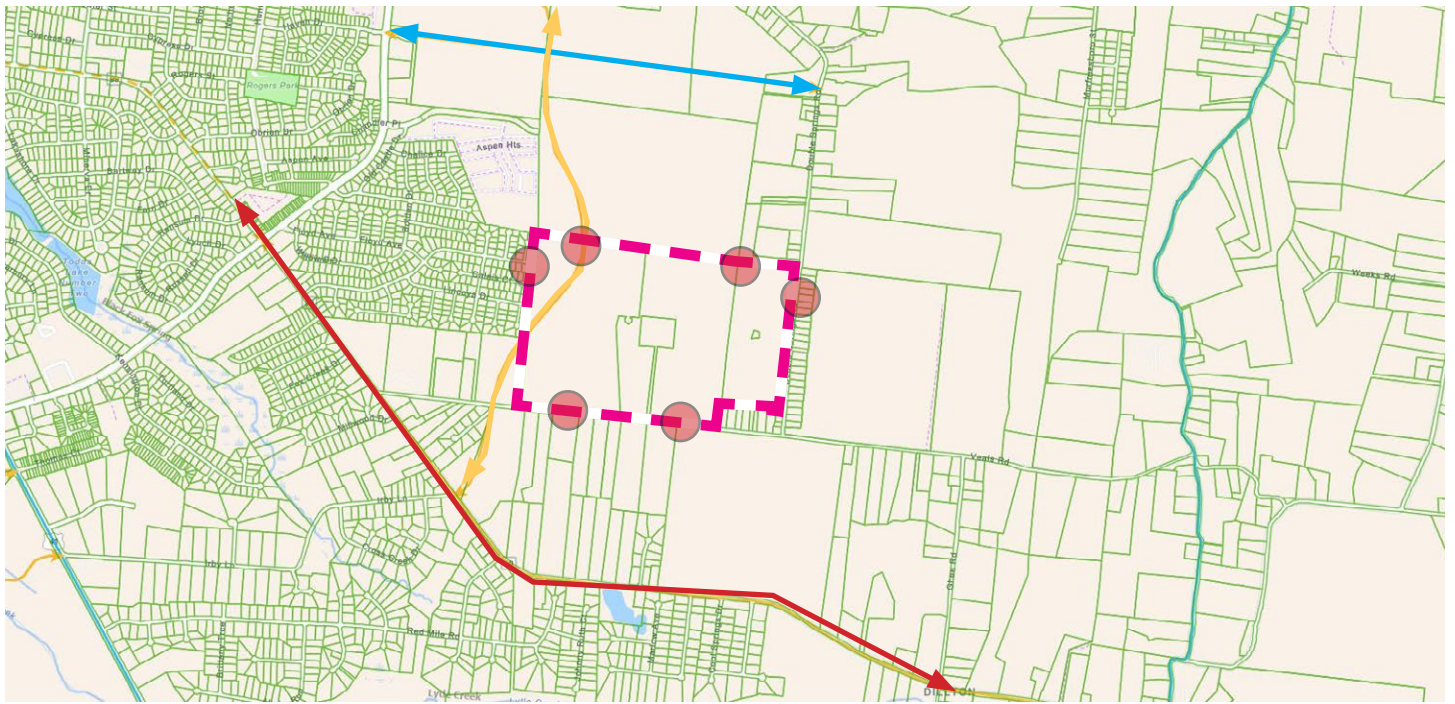
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- | | | | |
|--|-------------------------|---|----------------------------|
|  | Veals Road |  | South Rutherford Boulevard |
|  | Bradyville Pike- Hwy 99 |  | Double Springs Road |
|  | Mount Herman Road | | |




Meritage Homes respectfully requests rezoning of the Halls Family properties containing 5 parcels along Veals Road from Medium Density Residential - RM (Rutherford County), RS-6, RS-10, and RS-12 (City of Murfreesboro) to Planned Residential Development (PRD) City of Murfreesboro to create Graystone. The property is located along the northern side of Veals Road and west of Double Springs Road. The site is identified as Parcels 16.00, 16.02, 16.03, 16.04, and 16.05 of Tax Map 112, and is approximately 205.21 acres.

The development will consist of 288 single-family detached homes and 87 single-family attached townhomes for a total of 375 homes for a density of 1.83 units per acre. All homes shall be for purchase and townhomes will be sold via HPR. Minimum single-family detached lot size shall be 6,500 sf, with a typical lot size of 6,600 sf. The proposed single-family detached homes shall range in size from 1,400 sf. to 2,500+ sf. Single-Family detached homes shall have 2-3 bedrooms, and a mix of two car front-entry and side loaded garages with decorative garage doors. Townhomes shall range in size from 1,200 sf. to 1,600+ sf in size. Townhomes shall have a minimum of 2 bedrooms and shall include a one/two car front entry garage with a decorative garage door. Home elevations shall be constructed of masonry materials to add quality and character to the community. This development shall continue the extension of the proposed collector street in Farmhouse Downs, through the site to Veals Road, per the City of Murfreesboro Major Thoroughfare Plan. Several open space areas are proposed throughout the development. These areas are programmed to include elements such as playgrounds, dog-parks, open play fields, and an amenity center. The centralized amenity center shall provide residents with a pool, splash pad, playground, and clubhouse. All members of the development shall be part of an HOA managed by a third party. The HOA shall be responsible for maintaining all common areas and amenities. Monument signage shall be incorporated at the Veals Road and Double Springs Road Entrances. Signs shall be constructed of masonry material and anchored with Landscaping.



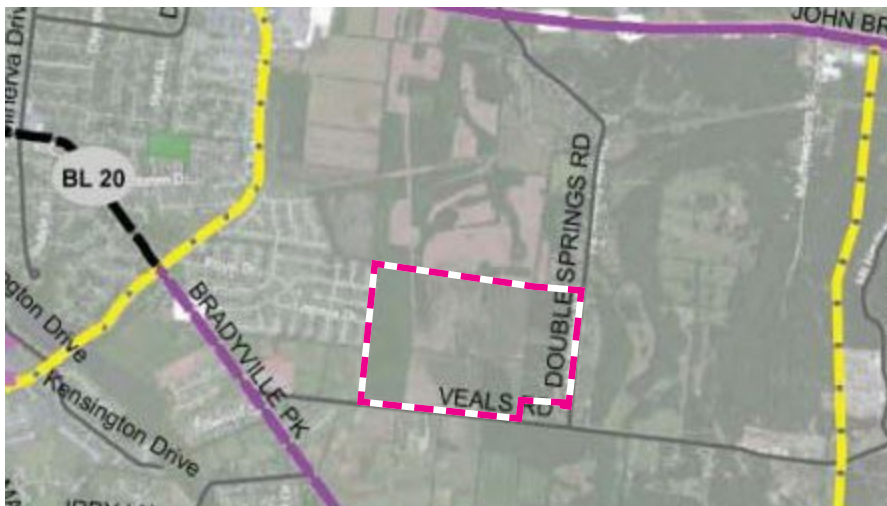
MAJOR THOROUGHFARE PLAN

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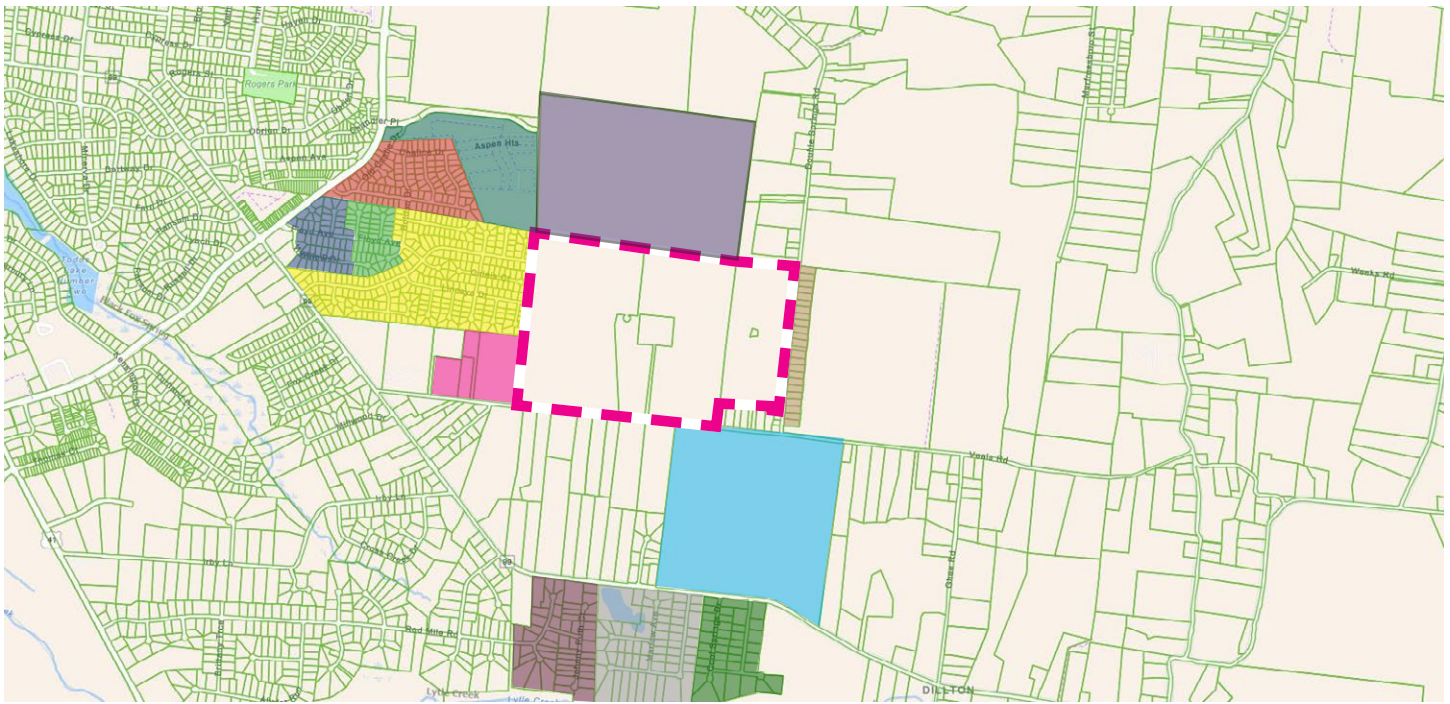
- MTI#19 3 Lane Roadway
- MTI#18 3 Lane Roadway
- MTI#20 3 Lane Roadway
-  Proposed Connection Points




The property's primary means of access shall be to the existing R.O.W.s of Veals Road and Double Springs Road. Additional access shall be provided via two connections to Farmhouse Down to the north and a connection to Medford Campbell Boulevard to the west. The City of Murfreesboro Major Thoroughfare Plan proposes a 3-Lane Collector Road within this development to ultimately connect East Main Street to Bradyville Pike.



Per the City of Murfreesboro: Greenways, Blueways, and Bikeways Master plan, no improvements exist or are proposed for roadways around this site.



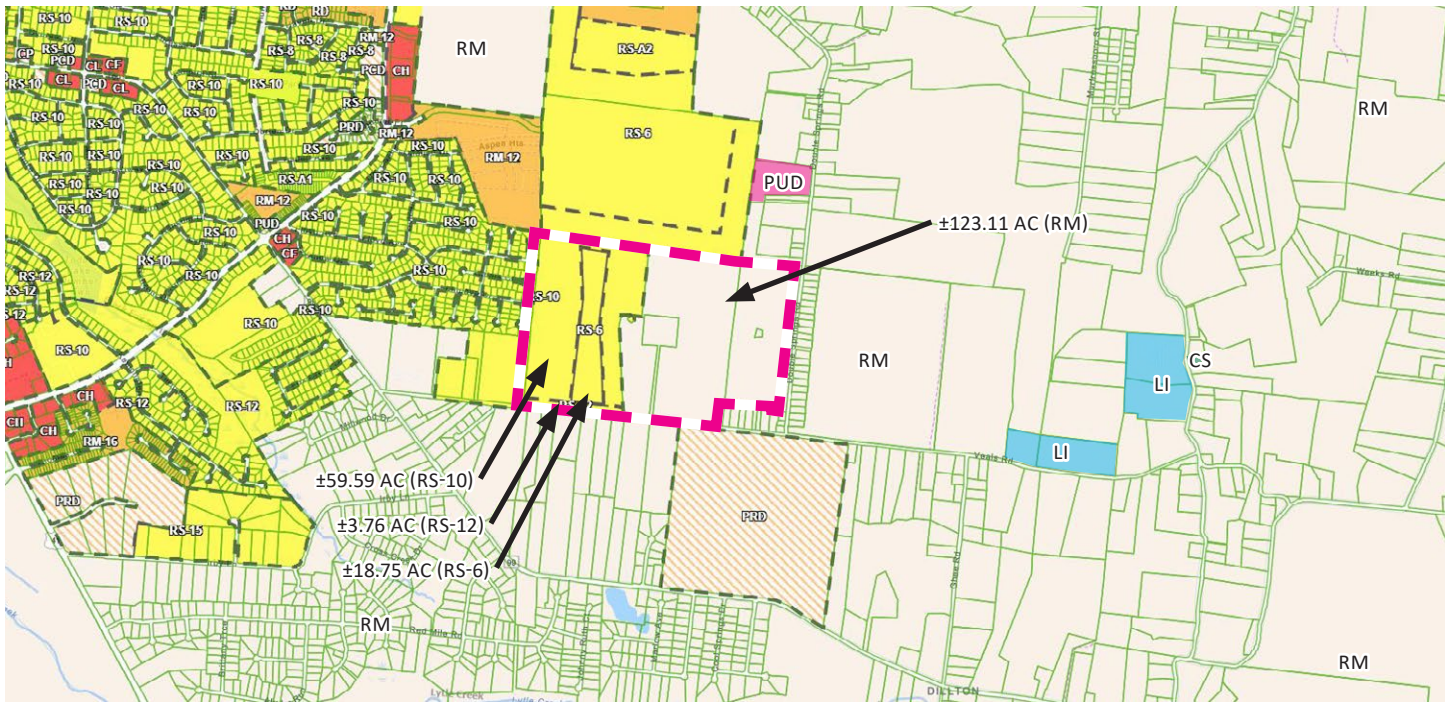
SUBDIVISION MAP

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 Carters Retreat	 Stonegate	 Aspen Heights	 Briston
 Travelers Trace	 Willow Drive Estates	 Twin Springs	 Bradyton
 Crestview	 Wilson Estates	 Farmhouse Downs	



Graystone is surrounded by a mixture of residential subdivisions, and agricultural properties. Crestview is a residential development immediately adjacent to the west of Graystone consisting of one and two-story single-family detached homes without garages on 10,000 SF lots. The exterior elevations consist of primarily vinyl siding with brick along the front elevation on the first floor for most units. Twin Springs is a small residential subdivision immediately to the east of Graystone across Double Springs Road in the county with minimum 15,000 SF lots. This development consists of single-story detached homes without garages. The exterior elevations consist of primarily brick with vinyl & hardy board accents. North of the development is the approved City of Murfreesboro subdivision of Farmhouse Downs, consisting of commercial, apartment units, and single family detached homes. This subdivision will directly connect to the proposed development via two north-south connections. Carter’s Retreat to the south east of the proposed development is an approved PRD in the City of Murfreesboro consisting of single-family detached homes utilizing a STEP system.



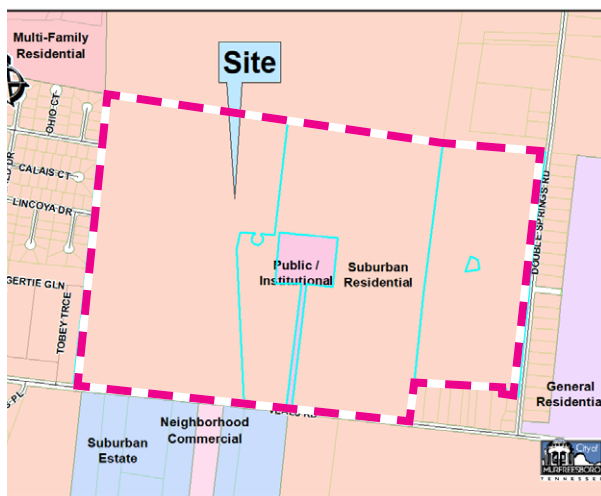
ZONING MAP

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RS-6	Residential Single-Family (RS-6)	CH	Residential Single-Family (RS-12)
RS-8	Residential Single-Family (RS-8)	CF	Residential Single-Family (RS-15)
RS-10	Residential Single-Family (RS-10)	PCD	Planned Commercial Development (PCD)
RS-12	Residential Single-Family (RS-12)	PRD	Planned Residential Development (PRD)
RS-15	Residential Single-Family (RS-15)	RM	Medium Density Residential (RM) (Rutherford County)
RM-12	Residential Multi-Family (RM-12)	PUD	Planned Unit Development (PUD) (Rutherford County)
RM-16	Residential Multi-Family (RM-16)	LI	Light Industrial (LI) (Rutherford County)
RS-A2	Residential Single-Family (RS-10)	CS	Commercial Services (CS) (Rutherford County)

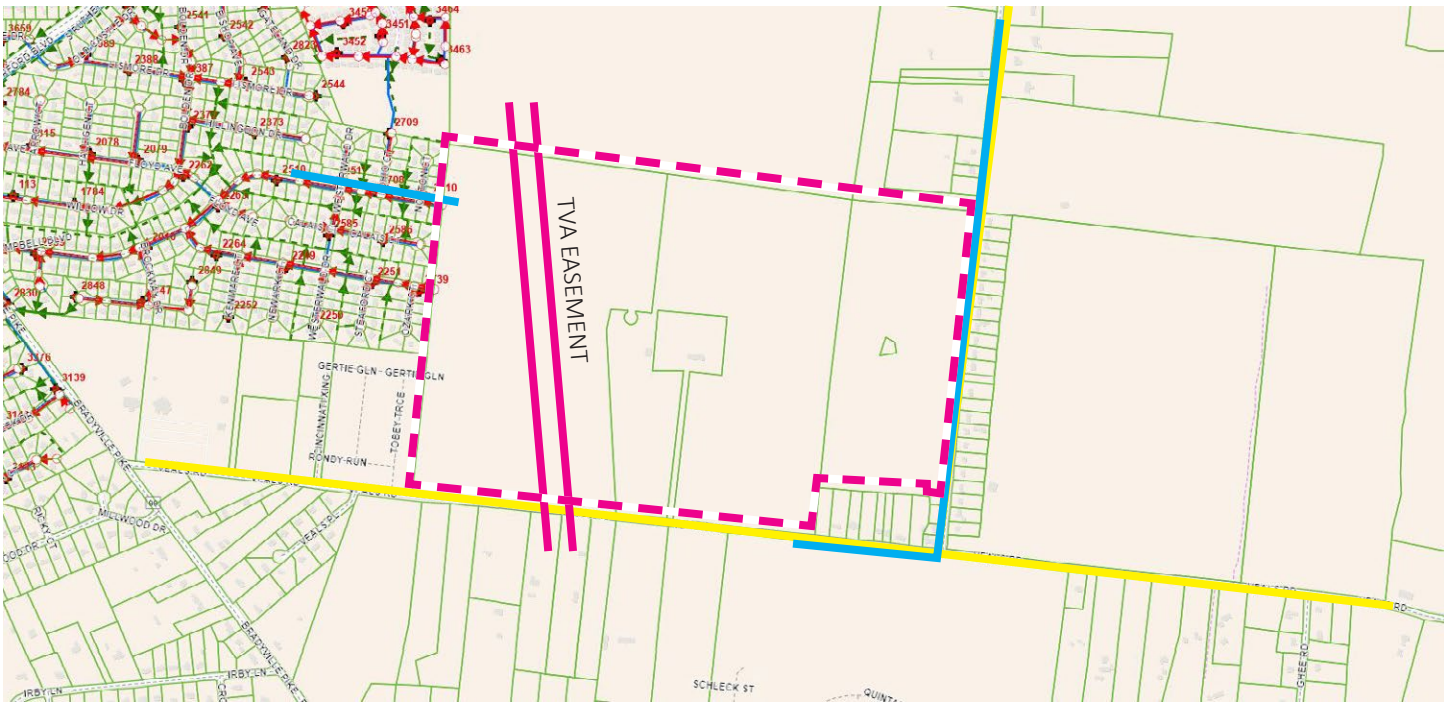


The surrounding area consists of a mixture of zoning types and uses. All parcels directly adjacent to the property are zoned for residential land use. Further to the east along Veals Road are a couple of properties zoned Light Industrial (LI) in Rutherford County.



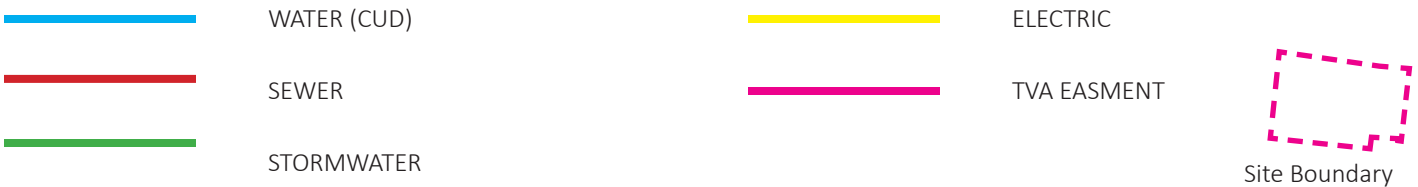
The Murfreesboro Future Land Use Plan proposes this area as suburban residential (SR). The character of this land use includes detached residential dwellings, and attached residential with the notion of increased open space. Development options can be established, which allow for smaller lot sizes in exchange for greater open space, with the open space devoted to maintaining the suburban character and buffering adjacent properties and roads. Density for this character ranges from 2.0 to 3.54 dwelling units per acre. Generally compatible zoning districts include RS-15, RS-12, and RS-10

The proposed development aligns with the described character of the area and provides an overall density of 1.83 dwelling units per acre (within the 205 acres) along with ample open space.



UTILITY MAP

Not To Scale 



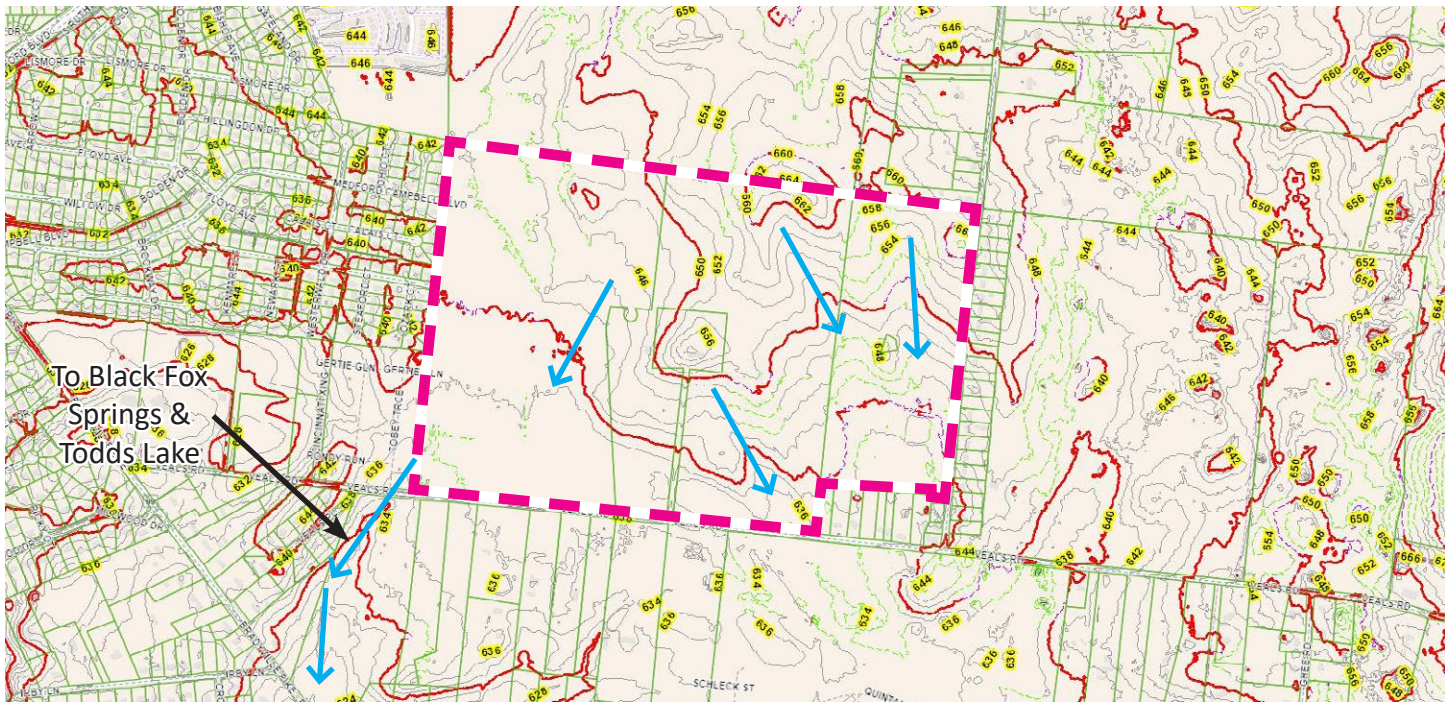
Water service will be provided by Consolidated Utility District. There is an existing 6-inch and 12-inch ductile iron water line along the West and East portions of Veals Road respectively. There is also an existing 20 inch ductile iron water line along Double Springs Road. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resources Department via an on-site STEP system. The developer is responsible for the installation, and MWRD shall own and maintain the facility.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Veals Road, Double Springs Road, and Medford Campbell Boulevard. The developer will be responsible for extending the electric lines into the site. Electric services along the proposed collector road shall be above ground, and all other on-site electric will be underground. Any off-site improvements will be coordinated with MTE.



HYDROLOGY AND TOPOGRAPHY

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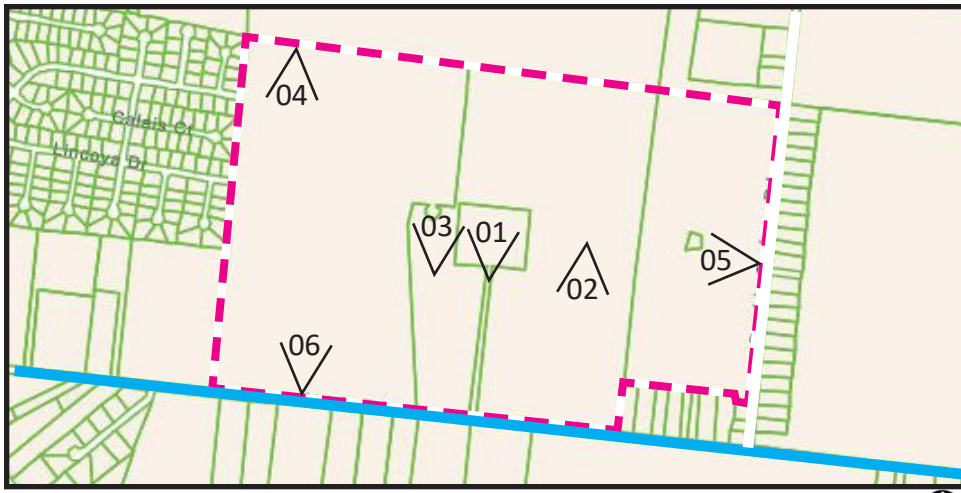
 WATER FLOW DIRECTION

 INTERMEDIATE CONTOURS

 INDEX CONTOURS


Site Boundary

The topographic map above shows the site's topographic high point generally at the northeastern corner of the property. From this high point, the property drains towards the southeast and southwest. All stormwater on the site drains towards Veals Road and eventually ends up in Black Fox Springs before heading towards Todds Lake. No portions of this site lie with a floodway or floodplain per FEMA Map Panel 47149C0280H eff. 5/9/2023, and FEMA Map Panel 47149C0290H eff. 5/9/2023.





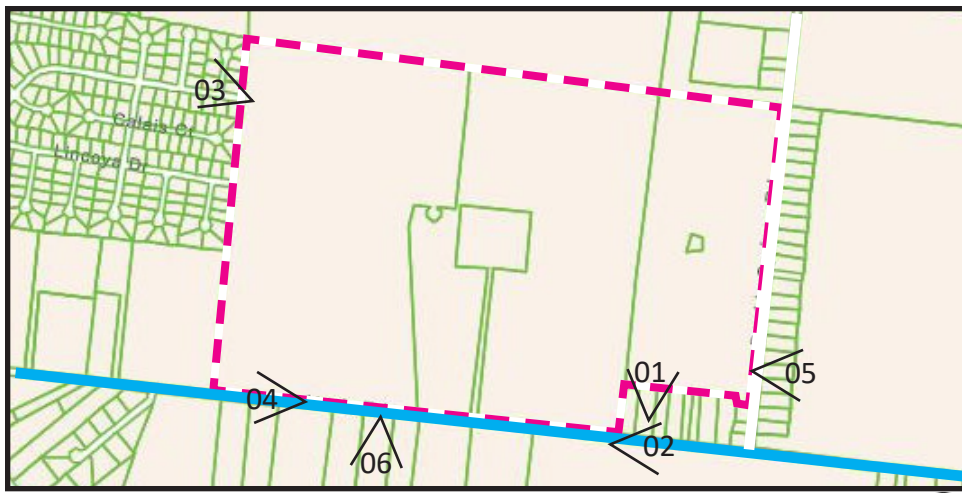
-  Veals Road
-  Double Springs Road



PHOTO DIRECTION MAP

Not To Scale 







-  Veals Road
-  Double Springs Road



PHOTO DIRECTION MAP

Not To Scale 



Development Standards: All

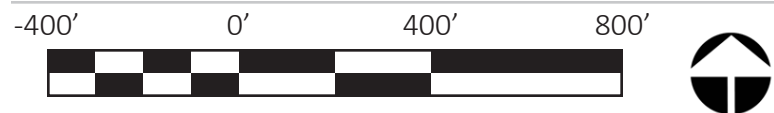
- Entrances off of Veals Road and Double Springs Road shall include entrance signage. Signs shall be constructed of masonry materials and anchored with landscaping
- A berm and decorative Type 'A' buffer will be provided along Veals Road, except where affected by existing wetlands.
- Builders shall install sod and landscaping in front yards
- Builders shall install a front yard tree on each lot or one per home on HPR portion.
- All mechanical equipment (i.e. HVAC and transformers) to be screened or located at rear of homes
- All on-site utilities will be underground, except for the electric along the proposed collector road.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- HOA will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an H.O.A.
- All streets have been designed to comply with Murfreesboro Streets Standards
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community
- Mail service will be provided via cluster box units (CBU).












Development Standards: Single-family Detached Homes

- 288 single-family detached homes with 2-3 bedrooms.
- Single-family homes shall be a minimum of 1,400 SF of living area.
- 40' homes shall be on its own lot of record, and sold fee simple.
- 30' homes shall be recorded and sold as a part of a horizontal property regime.
- Parking for the single-family detached homes shall comply with the City of Murfreesboro requirements.
- Each single family lot will provide at least 4 parking spaces per lot (outside of the garage).
- Each lot will have concrete driveways wide enough for 2 vehicles , and have a minimum width of 16 feet.
- Solid waste shall be handled via the Murfreesboro Solid Waste Department.
- All streets will be public rights-of-way.
- All streets have been designed to comply with Murfreesboro Streets Standards.
- HVAC units will be located at the rear or side of each residence.

Development Standards: Single-family Attached Townhomes

- 87 single-family attached townhomes with 2-3 bedrooms each.
- Townhomes shall be a minimum of 1,200 SF of living area.
- Townhomes shall be recorded and sold as part of a horizontal property regime.
- Parking for the attached townhomes shall comply with the City of Murfreesboro requirements (1.1/BR).
- A Type 'C' Landscape Buffer shall be constructed along the length of boundaries of the townhome areas adjacent to single-family detached homes.
- Solid waste will be handled via individual carts picked up by a private trash service.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping.
- All Townhome driveways and parking areas will be private and maintained by the H.O.A.
- Each Townhome shall have concrete driveways wide enough for 1 vehicles , and have a minimum width of 12 feet & 35 feet deep.
- Garages within townhome portions of the development shall be restricted to vehicular use only.
- All townhome roadways shall be private.
- HVAC units will be located at the rear of each residence
- Visitor parking shall be provided within townhome areas.
- Townhome trash carts shall be stored inside garages.
- Townhome formal open space shall be provided within common areas throughout the development. Total formal open space shall be at a minimum of (5% of the developable townhome area).



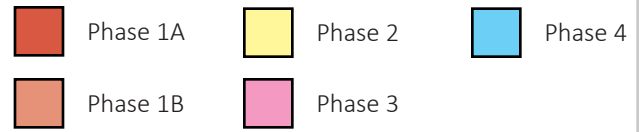
-  STEP Fields
-  Open Space
-  Usable Open Space Areas
-  Wetlands
-  Detention Areas
-  Proposed Lots 40' Wide Homes (134 homes)
Of which 18 shall have enhanced side elevations
-  Proposed HPR 30' Wide Homes (154 homes)
Of which 25 shall have enhanced side elevations
-  Proposed Townhomes (87 Homes)
Of which 12 shall have enhanced side elevations
-  Existing Cemetery
-  Formal Open Space (0.75 AC)
-  Enhanced Side Elevations As Indicated on Plan

SEC, Inc.

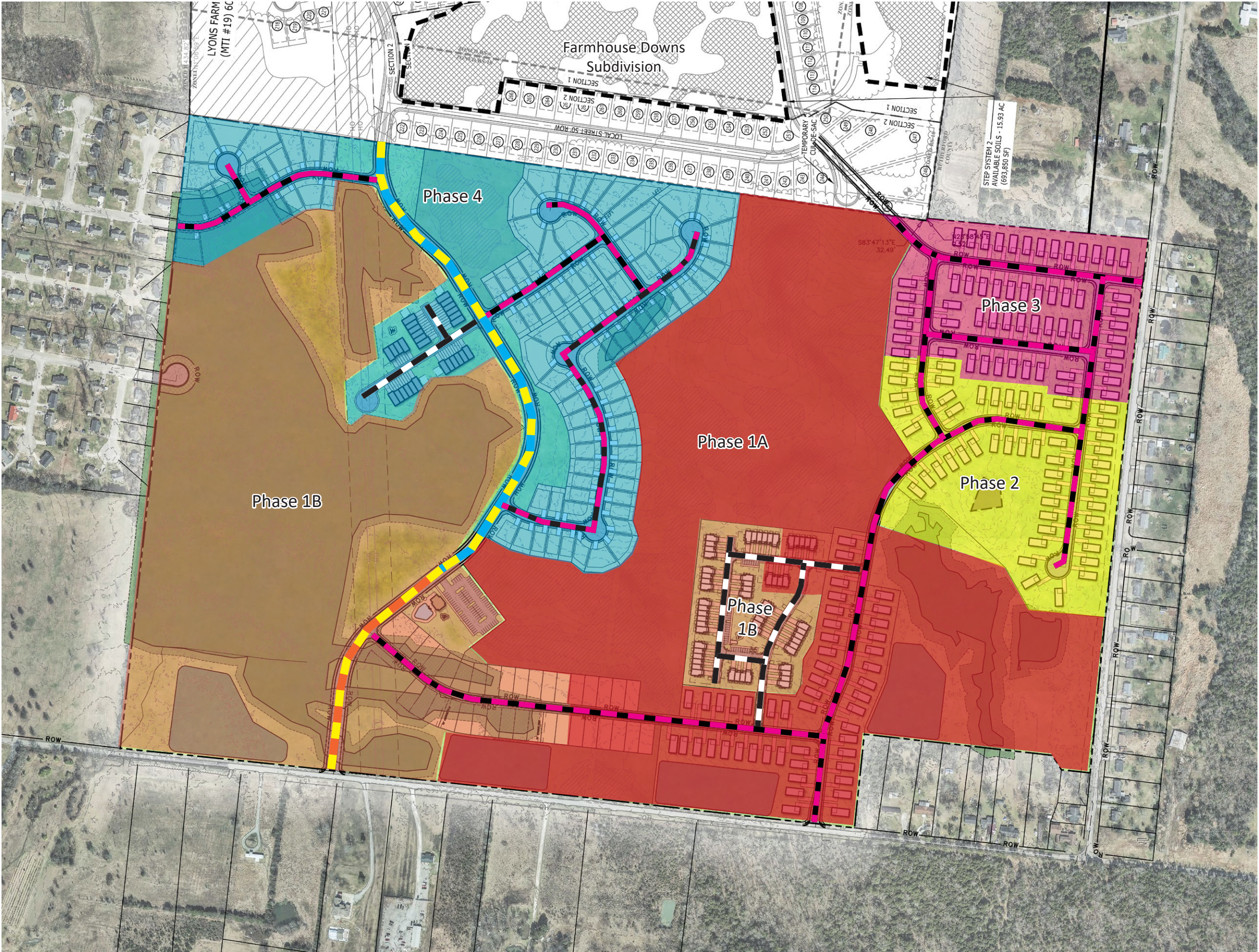
Murfreesboro, Tennessee SEC Project #21294

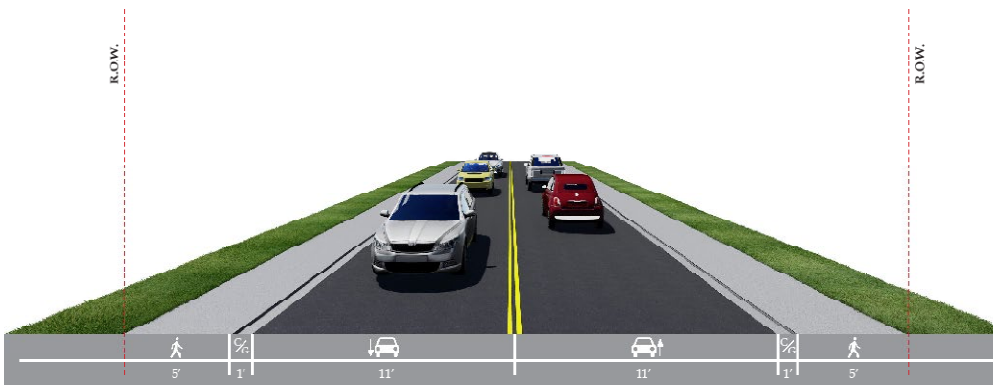
(Updated 03-23-2023) PROPOSED PLANNED RESIDENTIAL DEVELOPMENT
CONCEPTUAL PLAN

PHASE	TOWN HOMES	30' HOMES	40' HOMES	AC
1A	9	49	11	68.47
1B	50	0	25	68.33
2	0	49	0	16.55
3	0	56	0	13.23
4	28	0	98	38.63
TOTAL	87	154	134	205.21

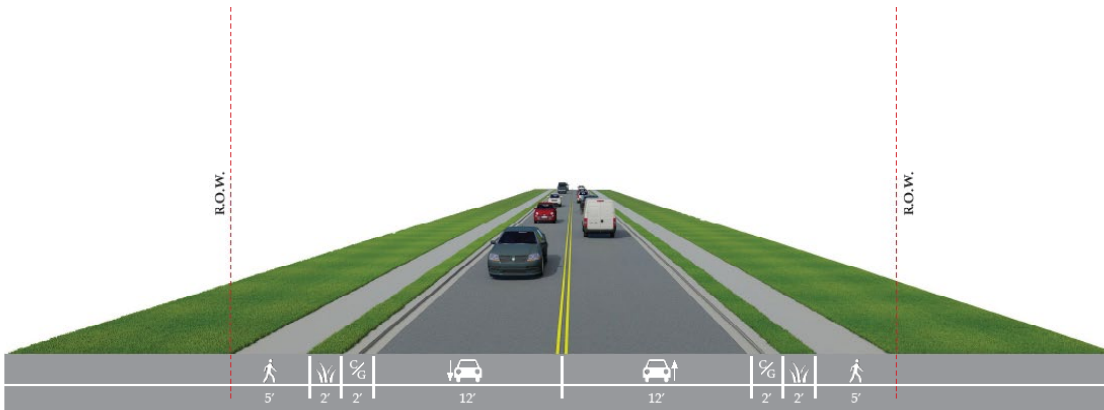


- The project is anticipated to be built in 4 phases
- Construction of Phase 1A is planned to begin within 90-120 days after the completion of the rezoning process
- Phase 1A shall include the construction of the STEP fields for Phase 1A. The rest will be installed as project progresses.
- No more than 70 building permits shall be issued in phase 1A before a 2nd roadway entrance is open.
- The timing of the remaining phases of construction will be market driven and dependent upon the absorption of the units in the previous phase
- In general, the following section of construction will begin after the previous phase is 80%-85% sold
- Amenities are to begin construction when 50% of the units are built within their respective phases.
- Bradyville Pike at Veals Road shall be improved to include a southbound left turn lane with 100' of storage prior to issuance of CO for phase 1 homes.
- Construction of full Collector Road will be with Phase 4 or to match timing with Farmhouse Downs to the north, whichever comes first.
- Veals Road, at the two access streets, shall be improved to include east bound left turn lanes, turning left with 50 feet of storage and striped median for outbound traffic with Phase 1 roadways.
- Lincoya Drive shall be constructed if allowed by TDEC and the CORPS in Phase 1B

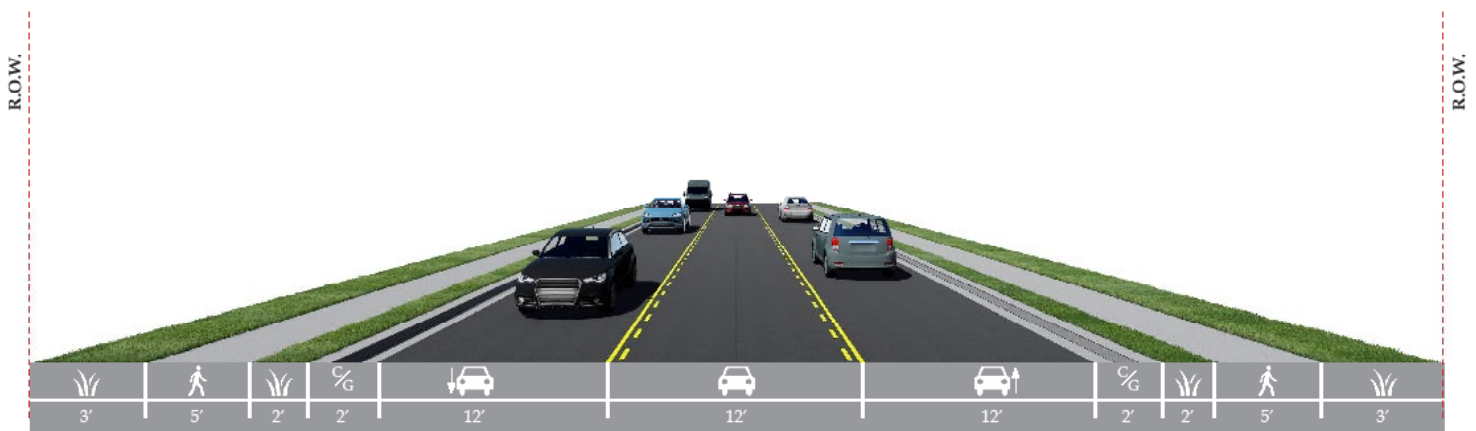




Typical Private Road Cross Section (Townhomes)



Typical 42' ROW Cross Section



Typical 60' Collector ROW Cross Section

Townhome Sample Architecture

Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 2 story
- All units will have at least 2 bedrooms
- All the units will have eaves per design elevations
- All units will have a patio area at the rear of the unit
- All attached homes will recorded and sold via Horizontal Property Regime
- All homes shall have a one-car or two-car front entry garage with either two-car or four-car surface parking in front of units.
- Front entry garages will have decorative carriage-style doors with windows
- Garage door color will match trim of the unit
- Townhome buildings will be comprised of alternating unit style and unit colors
- Developer shall control elevations on each building to prevent monotonous facades and provide variety instead.
- Parking will be minimum of 1.1 spaces per bedroom for each unit
- End units to have enhanced side facades facing streets
- Garages will be for vehicular use only



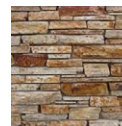
Example of Brick
(different colors will be allowed)



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



Example of Board and Batton
(different colors, cuts, patterns will be allowed)



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

Building Materials:

Front Elevations:

All Masonry (Brick, Stone, Cement Board Siding)

Side Elevations (Internal to the Site):

Cement Board Siding in the Dormers/Gables

Cement Board Siding

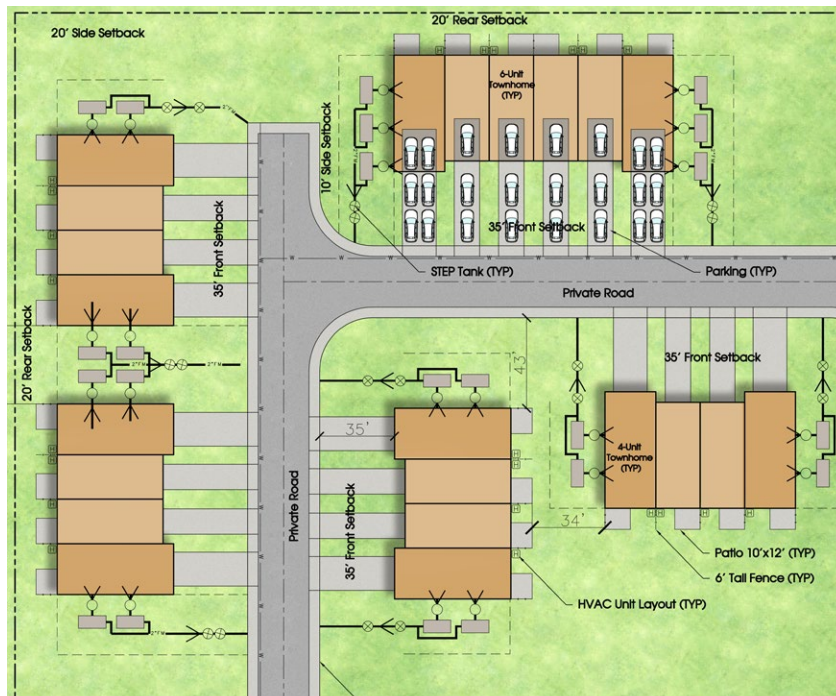
*Where side elevations face onto a street, the side elevation shall be of enhanced variety.

Rear Elevations:

Cement Board Siding

All Elevations:

Vinyl Only Permitted in Trim & Soffit Areas



Townhome Setbacks Internal to the Site

Front to back of sidewalk:	35-feet
Side Facing Roadway:	10-feet
Side Facing Buildings:	10-feet
Rear to Property Line:	20-feet
Rear Between Buildings:	20-feet

4-Unit Townhome Elevation



*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

4-Unit Townhome Elevation



6-Unit Townhome Elevation





6-Unit Townhome Elevation



30' Wide Single-Family Homes Sample Architecture

Architectural Characteristics: Single-family Detached 30' Wide Homes

- Building heights shall not exceed 35 feet in height
- All buildings shall be a maximum of two stories
- All units will have at least two bedrooms and square footage ranging from 1,400 sf to 2,500 sf
- All the units will have eaves
- All homes shall have a 2 car side-entry garages
- Garages will have decorative garage doors with windows
- Garage door color will match trim of the unit and will be either white or a neutral color
- Corner homes to have enhanced side facades facing streets
- Rears facing Double Springs Road will be screened by a berm & buffer in common space to be maintained by HOA.
- 30' wide homes shall be sold as part of a Horizontal Property Regime as per page 12.

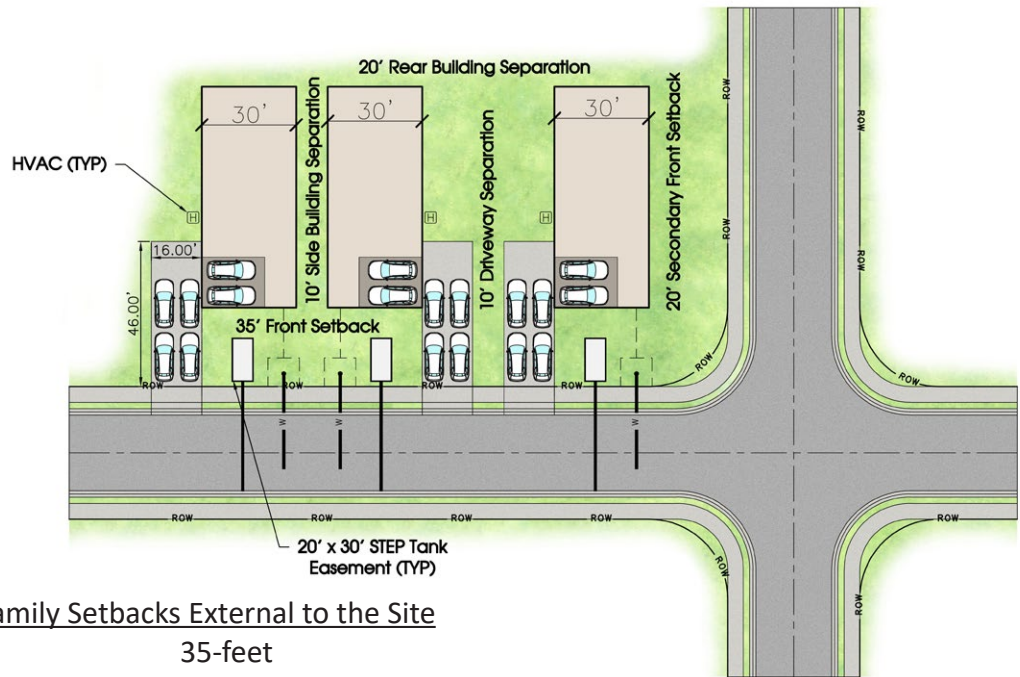
Building Materials:

Front Elevations: All Masonry (Brick, Stone, Cement Board Siding)
Cement Board Siding in the Dormers/Gables

Side Elevations: Cement Board Siding

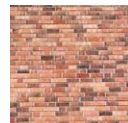
Rear Elevations: Cement Board Siding

All Elevations: Vinyl Only Permitted in Trim & Soffit Areas

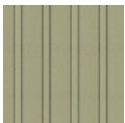


Single Family Setbacks External to the Site


Front: 35-feet
Secondary Front: 20-feet
Side: 5-feet
Rear: 20-feet




Example of Brick
(different colors will be allowed)



Example of Board and Batton
(different colors, cuts, patterns will be allowed)



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



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

Autumn: 1,420 SQFT | 28' X 70' (80 W/ PARTIO) | RANCH 3 BEDROOM/2 BATH



*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.



FINLEY: 1,528 SQFT | 28' X 40' (50' W/PATIO) | 2 STORY PRIMARY UP | 3 BED/2.5 BATH



ELEVATION "B"



ELEVATION "C"

*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

FINLEY: 1,528 SQFT | 28' X 40' (50' W/PATIO) | 2 STORY PRIMARY UP | 3 BED/2.5 BATH



ELEVATION "F"



ELEVATION "T"

DALLAS: 1,749FT | 28' X 49' (59' W/PATIO) | 2 STORY PRIMARY UP | 3 BED/2.5 BATH





ELEVATION "A"



ELEVATION "C"

SYDNEY: 2,018 SQFT | 28' X 62' (72' W/PATIO | 2 STORY PRIMARY DOWN | 4 BED/2.5 BATH



ELEVATION "F"



ELEVATION "T"

REAR ELEVATION EXAMPLES



40' Wide Single-Family Homes Sample Architecture

Architectural Characteristics: Single-family Detached 40' Wide Homes

- Building heights shall not exceed 35 feet in height
- All buildings shall be a maximum of two stories
- All units will have at least two bedrooms and square footage ranging from 1,400 sf to 2,500 sf
- All the units will have eaves
- All homes shall have a 2-car front entry garages with four parking spaces in front of garage.
- Front entry garages will have decorative garage doors with windows
- Garage door color will match trim of the unit and will be either white or a neutral color
- 55 foot wide lot minimum at the front setback.
- Corner lots shall have enhanced side elevations facing streets

Building Materials:

Front Elevations:

All Masonry (Brick, Stone, Cement Board Siding)

Cement Board Siding in the Dormers/Gables

Side Elevations (Internal to the Site):

Cement Board Siding

Rear Elevations:

Cement Board Siding

All Elevations:

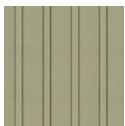
Vinyl Only Permitted in Trim & Soffit Areas



Example of Brick
(different colors will be allowed)



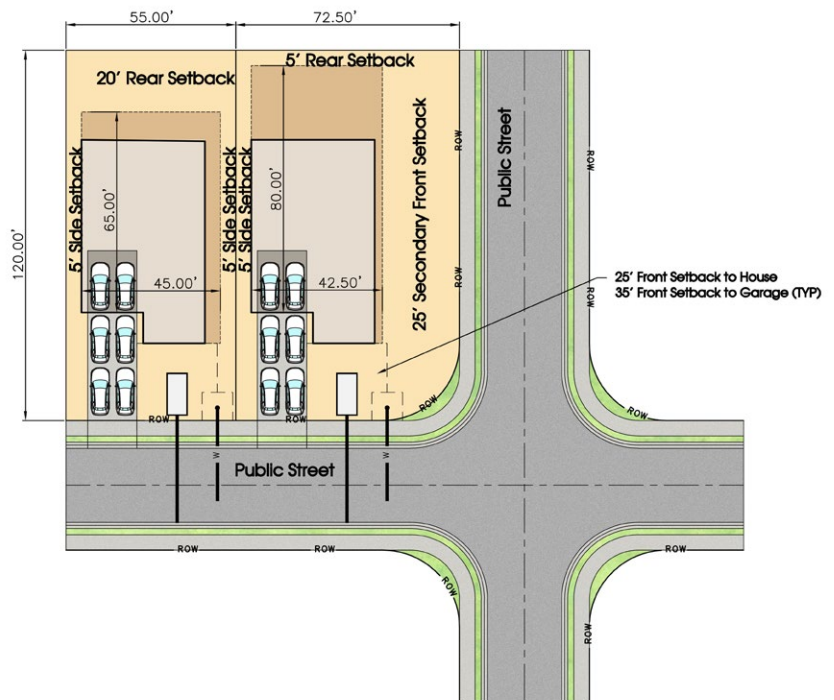
Example of Fiber Cement Board
(different colors will be allowed)



Example of Board and Batton
(different colors, cuts, patterns will be allowed)



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



Single Family Setbacks External to the Site

Front: 35-feet to Garage (25' to rest of home)

Side: 5-feet

Rear: 20-feet

CHANDLER: 1,648 SQFT | 30' X 60' (60' W/PATIO) | RANCH 3 BED/2.5 BATH



ELEVATION "B"



ELEVATION "D"



ELEVATION "E"



ELEVATION "F"

*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

ROCKWELL: 2,135 SQFT | 38' X 42' (52' W/PATIO | 2 STORY PRIMARY UP | 3 BED/2.5 BATH



ELEVATION "B"



ELEVATION "D"



ELEVATION "E"



ELEVATION "F"

BRENTWOOD: 2,345 SQFT | 38' X 41' (51' W/PATIO | 2 STORY PRIMARY UP | 3 BED/2.5 BATH



ELEVATION "B"



ELEVATION "D"



ELEVATION "E"



ELEVATION "F"

DAKOTA: 2,479 SQFT | 38' X 44' (54' W/PATIO) | 2 STORY PRIMARY UP | 4 BED/2.5 BATH



ELEVATION "B"



ELEVATION "D"



ELEVATION "E"



ELEVATION "F"

*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

MANCHESTER: 2,448 SQFT | 38' X 57' (57' W/PATIO | 2 STORY PRIMARY UP | 4 BED/2.5 BATH



ELEVATION "B"



ELEVATION "D"



ELEVATION "E"



ELEVATION "F"

REAR ELEVATION EXAMPLES



Pursuant to the City of Murfreesboro’s Major Thoroughfare Plan, a collector road is proposed and included in this development (MTI#19). The majority of the traffic generated from this development shall primarily impact the existing ROWs of Veal Road and Double Springs Road.

Entrances shall incorporate three travel lanes for proper circulation into and out of the development onto Veals road and Double Springs Road. There shall be dedicated left and right turning lanes out of the neighborhood, as well as single lane for traffic entering the development. The intersection of the proposed community collector and Veals Road shall also include a dedicated lane for southbound traffic as well. Dedicated north bound left-turn lanes shall be constructed at the Veals Road entrances.

Figure 22.1 illustrates the collector road and it’s north/south connections to Farmhouse Downs and Veals road respectively. It also illustrates the connection to Crestview via Medford Campbell Boulevard. Figure 22.2 illustrates the Double Springs Road and Farmhosue Downs connections. Figure 22.3 illustrates the secondary entrance from Veals road. All secondary roads in the development shall be the typical 42’ ROW per the City of Murfreesboro Street Design Standards. The collector road shall be built as a 60’ ROW with a 33 foot wide pavement cross section and widen to 4-lanes for the Southern most 300 feet of the collector road with 45 degree cords at the intersection with Veals Road.

Developer shall be responsible for improving Bradyville Pike to include a southbound left turn lane onto Veals Road along with a traffic signal for the intersection. This project shall dedicate ROW along Veals Road and Double Springs Road.

Developer shall construct a cul-de-sac at the end of Lincoya Drive. If not permitted by TDEC and/or the CORPS, documentation shall be presented to the engineering staff for verification. Currently the cul-de-sac for Lincoya Drive slated for Phase 1B per the phasing plan.

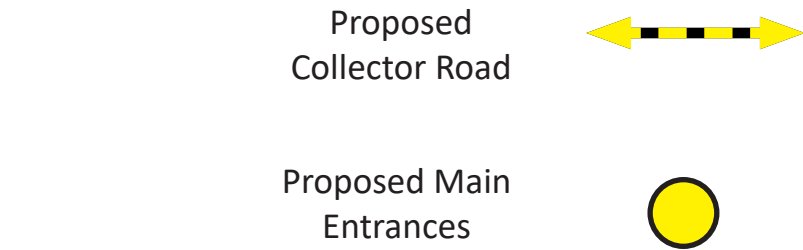


Figure 22.1

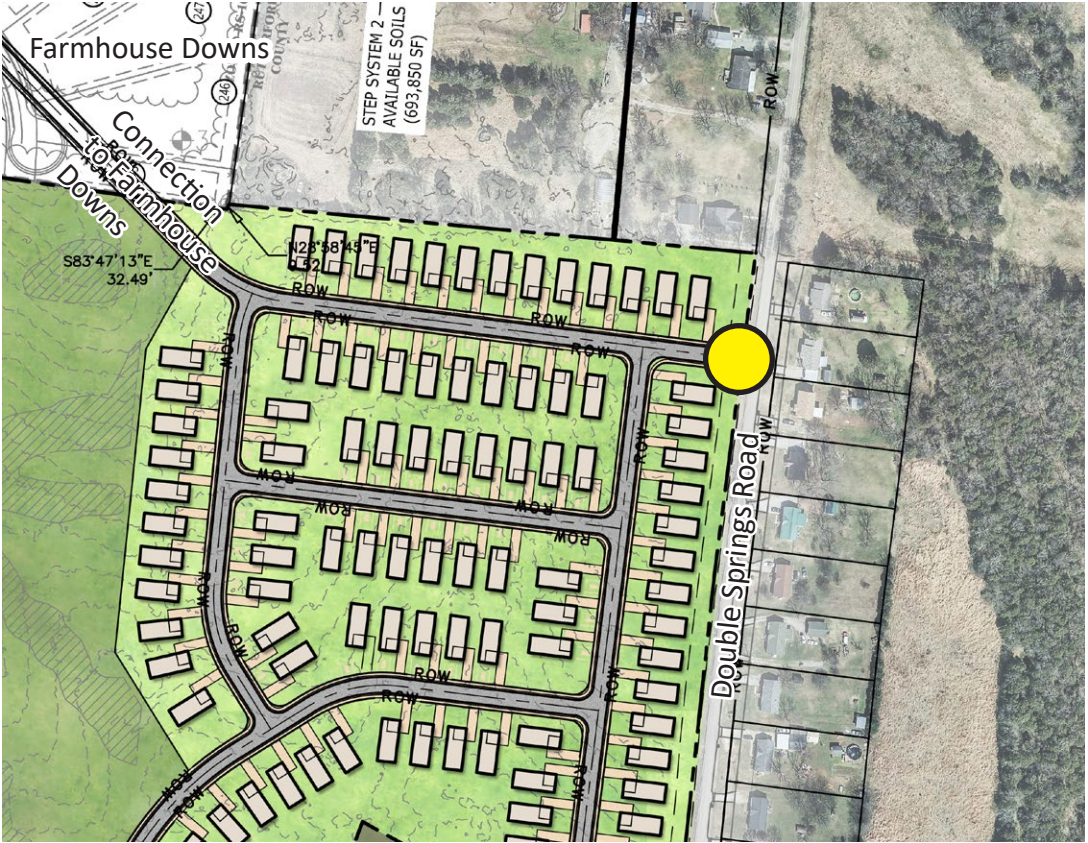


Figure 22.2

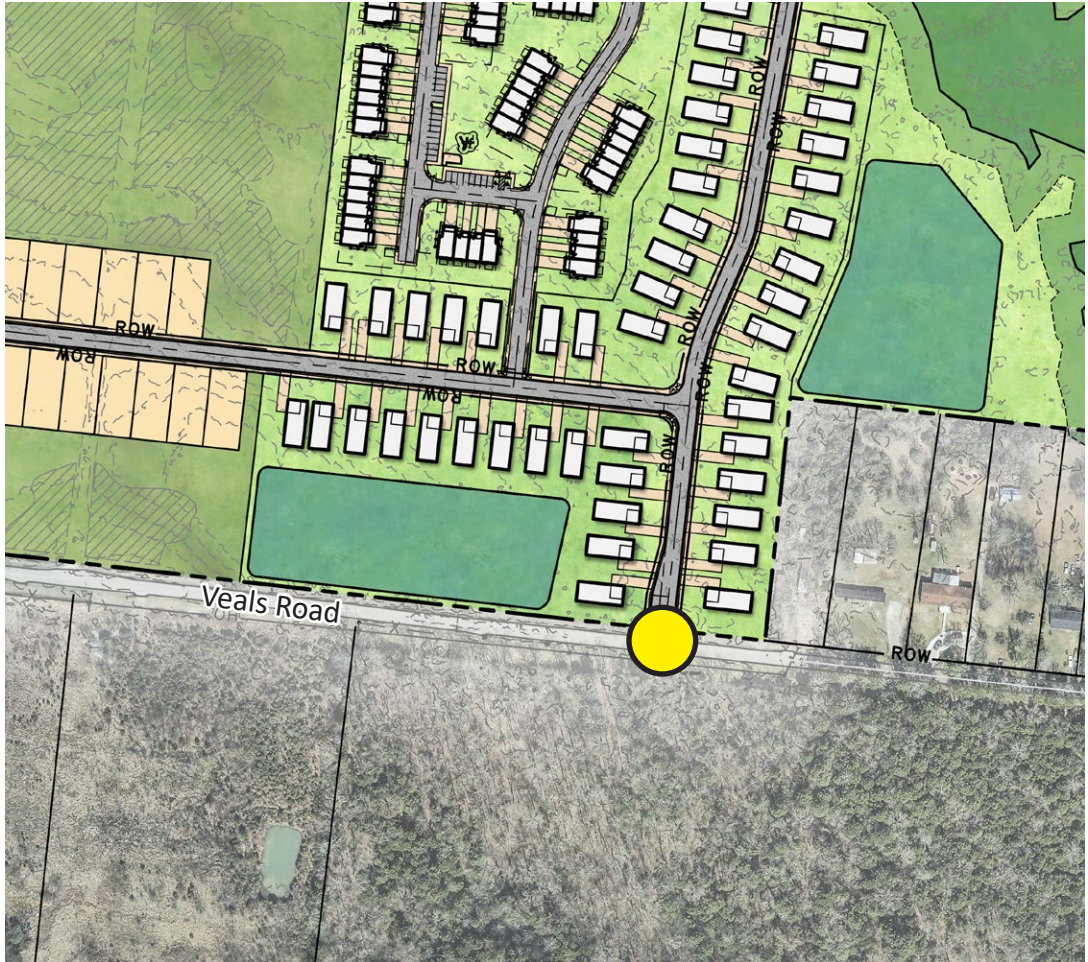
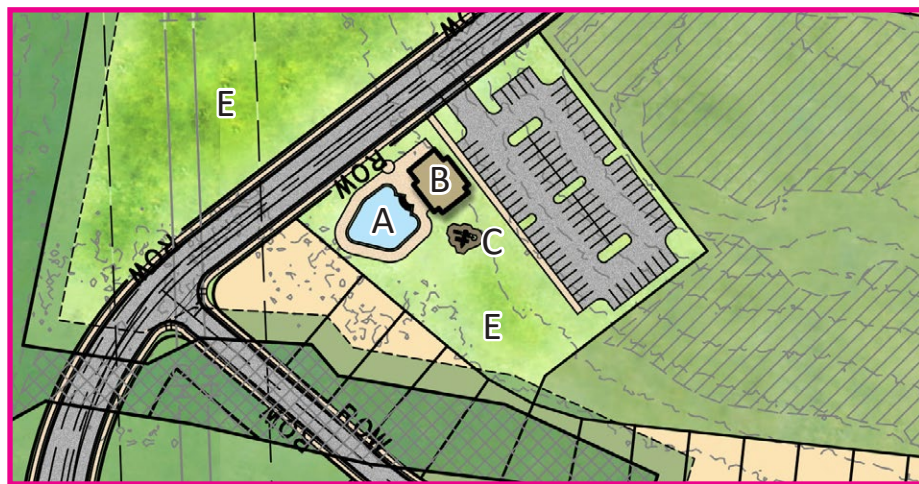
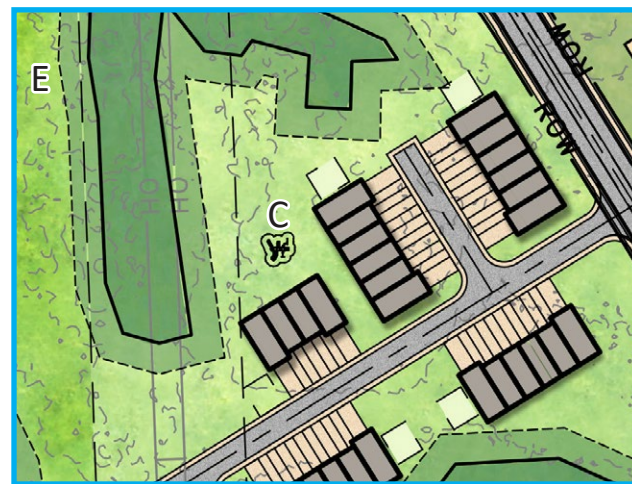


Figure 22.3



LOCATION MAP - CLUBHOUSE AMENITIES

Not To Scale



LOCATION MAP - WESTERN TOWNHOMES



LOCATION MAP - OPEN PLAY FIELDS

Not To Scale

- A Pool
- B Clubhouse and Patio
- C Playground
- D Dog Park
- E Open Play Field

With this request, Graystone will be providing over 102 acres (approximately 49.7% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, the area around the existing wetlands, and the STEP fields. The approximate 5.0 acres of active open space around the development will offer such formal space amenities as a pool & clubhouse, dog park, playground, and open play fields. Final design of formal open space areas shall be submitted upon site plan review. Sidewalks shall line both sides of all public streets to provide pedestrian friendly circulation throughout the development. Amenities shall be built within their respective phases once 50% of the residential units have been built. The clubhouse area will offer resident a place to gather while providing outdoor seating areas and a playground for children. All amenities and open space shall be maintained by the HOA.



A/B - Sample Front Elevation of Amenity Center



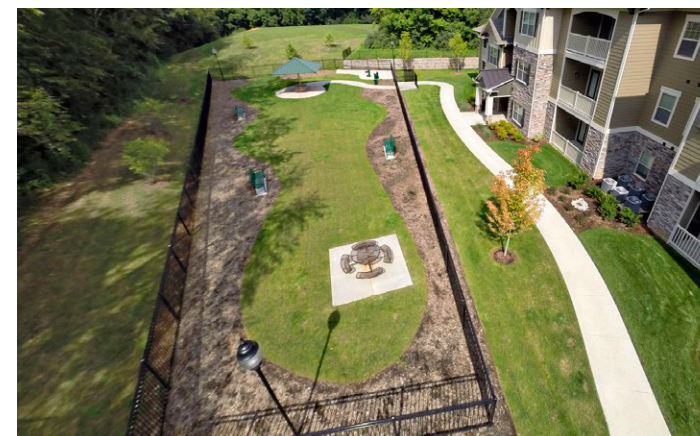
A/B - Sample Side Elevation of Amenity Center



A - Example of Pool



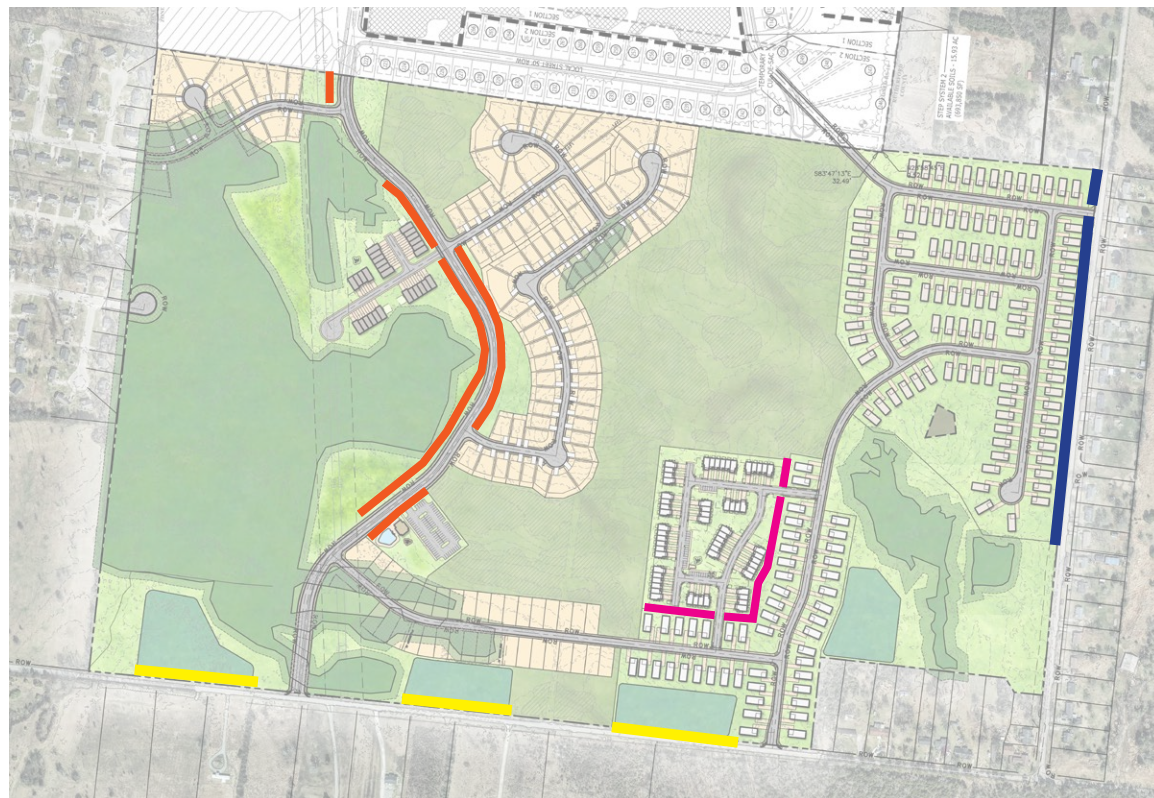
C - Example of Playground



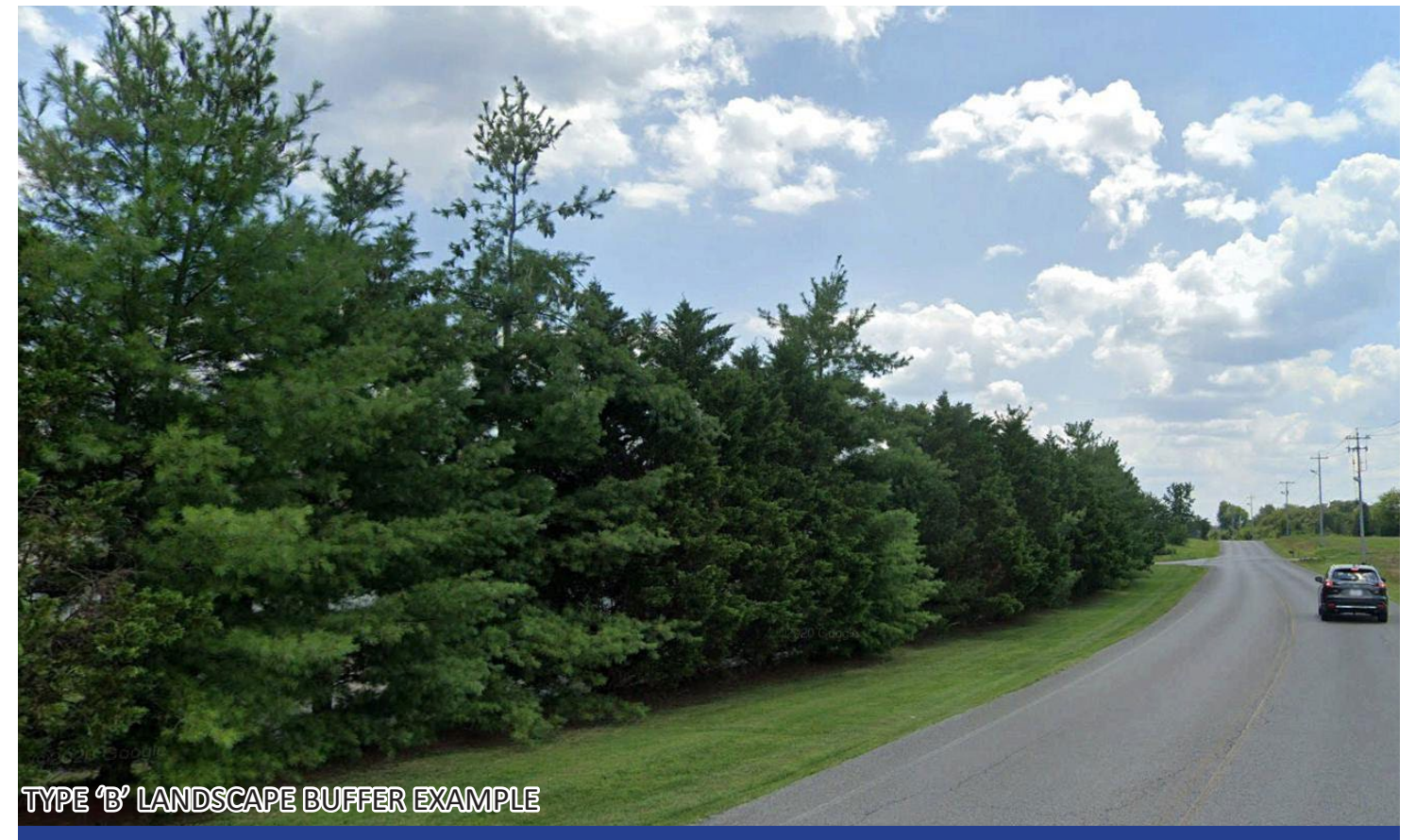
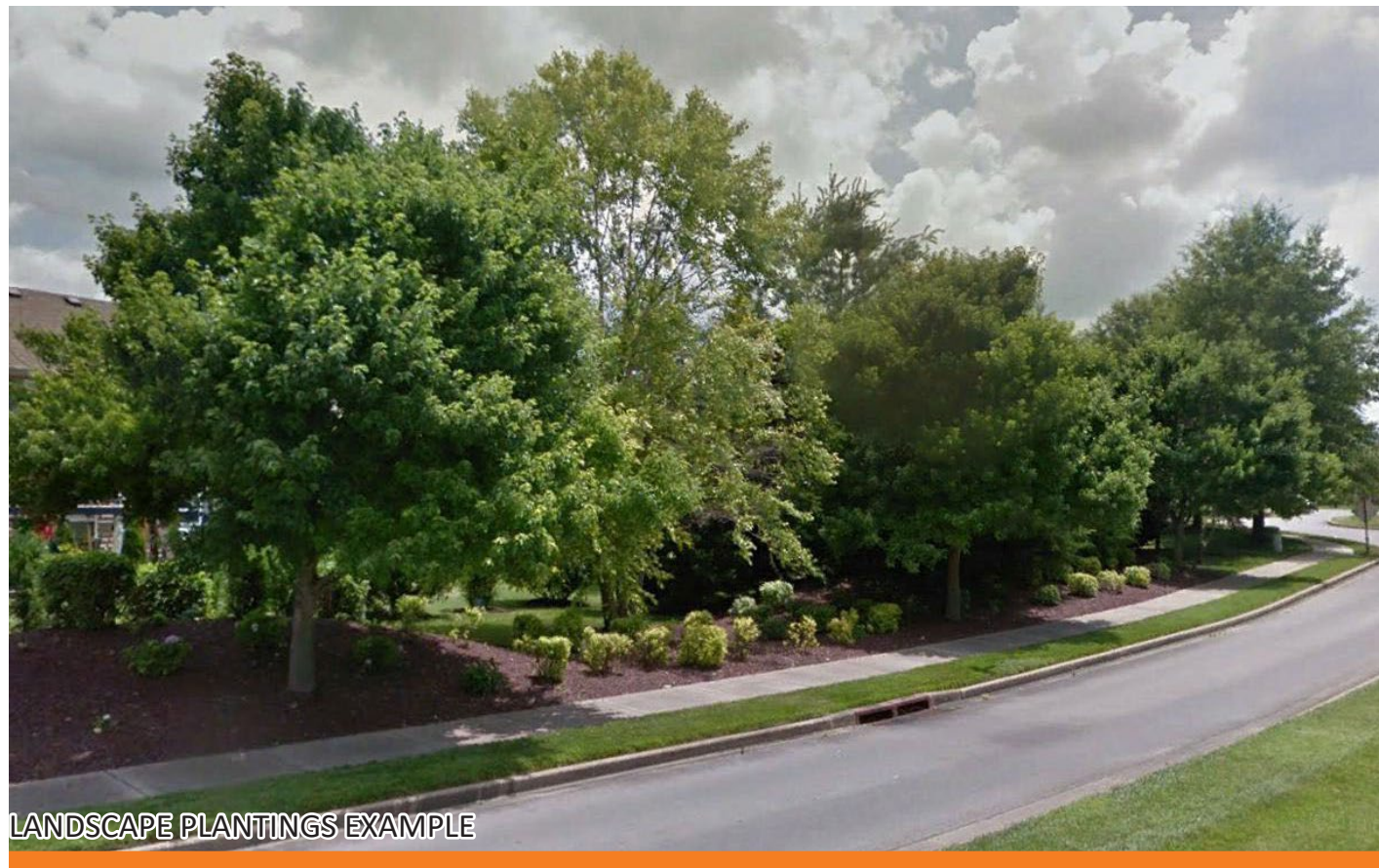
D - Example of Dog Park



E - Example of Open Play Field



- LANDSCAPE PLANTINGS
- BERM & DECORATIVE LANDSCAPE BUFFERS (TYPE A)
- BERM & LANDSCAPE BUFFERS (TYPE B)
- LANDSCAPE BUFFERS (TYPE C)





TYPE 'C' LANDSCAPE BUFFER EXAMPLE

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

Landscaping Characteristics:

- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way shall be screened from parking by use of landscaping and/or berming.
- Veals Road shall be screened with a berm and decorative Type 'A' buffer along detention areas.
- Double Springs Road shall be screened with a berm and Type 'B' buffer.
- Townhome areas adjacent to single family lots shall have a Type 'C' Landscape Buffer installed to help transition between products. This buffer shall consist of a double staggered row of evergreen trees planted 10 feet on center and be supplemented with evergreen shrubs. Evergreen trees shall be a minimum of six feet tall at time of planting and shrubs shall be a minimum of two feet tall at time of planting.
- All landscape buffers to be open space and have dedicated landscape easements.
- Landscape Planting areas shall be installed between the single-family lots directly adjacent to the proposed community collector. These landscape areas shall consist of decorative plantings on intermittent berms. Landscape areas under the proposed overhead electric shall propose a mixture of low growing shrubs and intermittent groundcovers.
- All above ground utilities and mechanical equipment screened with landscaping and/or walls.
- The fronts and sides at the base of all townhome buildings will have at least 3 foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- All buffers will be in common open space to be maintained by the HOA.

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

Response: An exhibit is given on Page 4 and Page 8 along with descriptions of each.

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

Response: Exhibits are shown on Page 9 that shows the existing contours and drainage patterns along with an aerial photograph of the area on Page 4. A portion of the property is subject to floodplains or floodways, and the site ultimately drains to Black Fox Springs before heading towards Todds Lake.

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

Response: Exhibits and photographs on Pages 4, 10, and 11 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 7 gives the zoning of those same properties.

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

Response: The concept plan on page 13 and lists of standards on page 12 show the concept plan which shows each of these items.

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

Response: Page 13 lists standards and exhibits showing the concept plan which shows each of these items.

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

TOTAL SITE AREA	8,939,162 s.f.
TOTAL MAXIMUM FLOOR AREA	882,400 s.f.
TOTAL LOT AREA	1,201,985 s.f.
TOTAL BUILDING COVERAGE	803,242 s.f.
TOTAL DRIVE/ PARKING AREA	693,790 s.f.
TOTAL RIGHT-OF-WAY	690,259 s.f.
TOTAL LIVABLE SPACE	8,245,372 s.f.
TOTAL OPEN SPACE	4,443,120 s.f.
FLOOR AREA RATIO (F.A.R.)	0.10
LIVABILITY SPACE RATIO (L.S.R.)	0.83
OPEN SPACE RATIO (O.S.R.)	0.91

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

Response: The property is currently zoned RS- 6, RS-10, RS-12, and RM (County). The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

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

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

Response: The project is anticipated to be developed in four phases. Phasing information is described on Page 14.

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

Response: This requirement has been addressed on Pages 12, 37, and 39.

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

Response: The applicant is requesting the following exceptions with this PRD.

SETBACKS	RS-6	PRD-S.F.	DIFFERENCE	RS-A TYPE 2	PRD-TOWNHOME	DIFFERENCE
Front Setback	35.0'	35.0'	0.0'	35.0'	35.0'	0.0'
Side Setback	5.0'	5.0'	0.0'	5.0'	5.0'	0.0'
Rear Setback	20.0'	20.0'	0.0'	20.0'	20.0'	0.0'
Minimum Lot Size	6,000 SF	6,500 SF	+500 SF	2,000 SF	H.P.R.	N/A
Minimum Lot Width	50'	55'	+5.0'	20.0'	20.0'	0.0'

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

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0280H Eff. Date 05/09/2023 and FEMA Map Panel 47149C0290H Eff. Date 05/09/2023.

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

Response: Pages 5 & 36 discusses the Major Thoroughfare Plan.

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

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

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

Response: Page 16-35 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

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

Response: Entrance signage description is on Page 4.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

6:00 PM

COUNCIL CHAMBERS

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director, Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Sloane Lewis, 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 Comment portion of the agenda.

4. Approve minutes of the December 18, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the December 18, 2024 Planning Commission meeting; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Ken Halliburton

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the mandatory referral subject to all staff comments, including all recommended conditions of approval in the staff report; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

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

Nay: None

5. Public Hearings and Recommendations to Council:

Zoning application [2024-420] to amend the PRD (Greystone PRD) zoning on approximately 205.21 acres located along Veals Road and Double Springs Road, Meritage Homes applicant.

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

Mr. Matt Taylor (design engineer) was in attendance representing the application.

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

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

Aye: Jami Averwater
Ken Halliburton
Reggie Harris
Bryan Prince
Shawn Wright
Kathy Jones
Abstain: Tristan Carroll
Nay: None

Zoning application [2024-419] for approximately 4.0 acres located along North Rutherford Boulevard and Old Lascassas Road to be rezoned from CF to PCD (Lascassas Crossings PCD), HEMG, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Bill Huddleston (design engineer) and Mr. Clyde Rountree (landscape architect) were in attendance representing the application. Mr. Clyde Rountree gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. **Ms. Leslee Dodd Karl, 1521 Stratford Hall Circle** –requested the Planning Commission consider what type businesses would be allowed, extend the buffer, and clarify the ingress and egress for this development.

Chair Kathy Jones closed the public hearing.

Mr. Bill Huddleston came forward to explain the proposed access locations.

ORDINANCE 25-OZ-02 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 205.21 acres in the Planned Residential Development (PRD) District (Greystone PRD) located along Veals Road and Double Springs Road as indicated on the attached map, Meritage Homes, applicant [2024-420]

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of allowing overhead electric lines along the segment of Lyons Farms Parkway within the development.

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

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

Passed:

1st reading _____

2nd reading _____


ATTEST:

Erin Tucker
City Recorder

SEAL

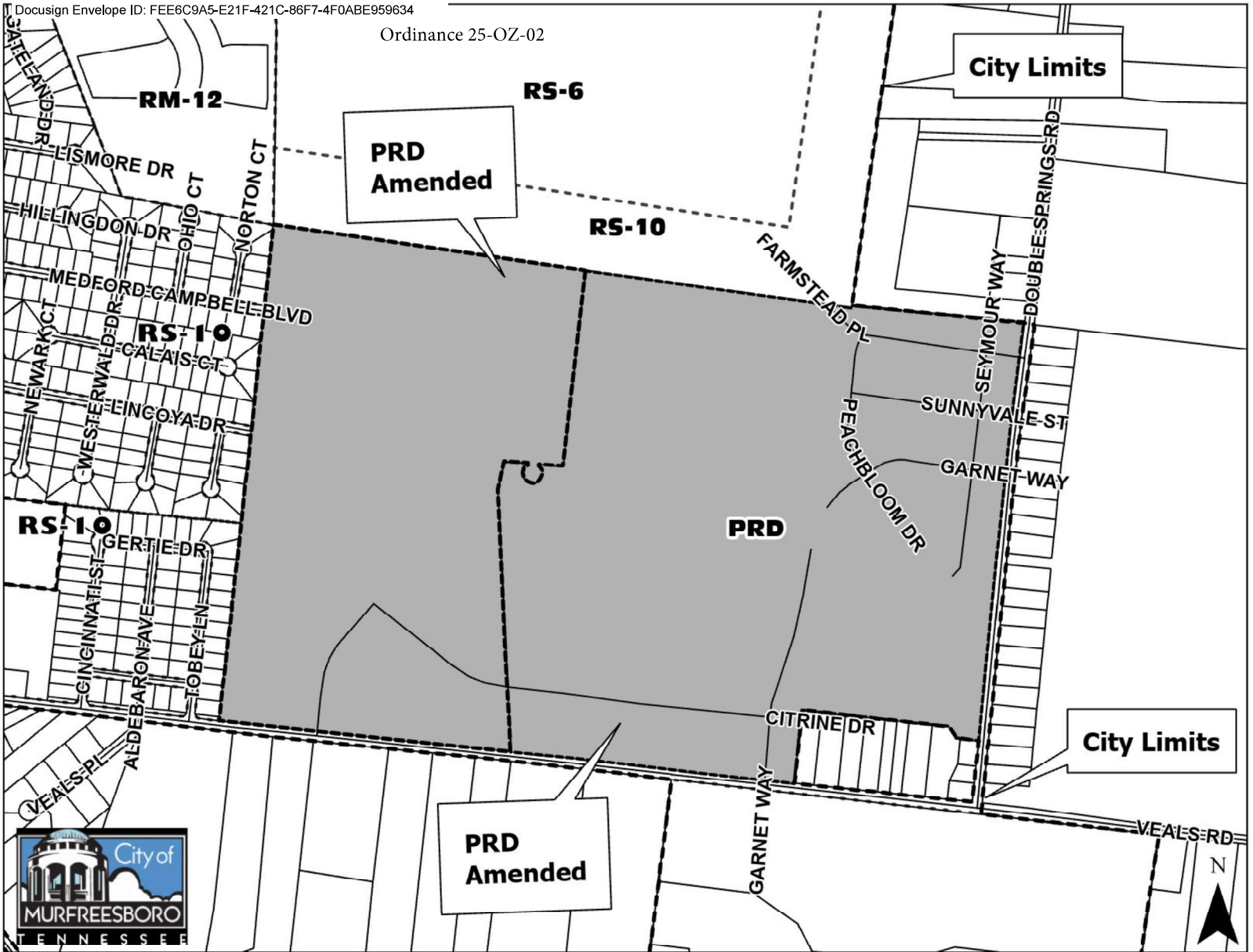
Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:


43A2035E51F8401...
Adam F. Tucker
City Attorney

Ordinance 25-OZ-02



COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

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

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezoning of approximately 4.0 acres located at the southwest corner of Old Lascassas Road and North Rutherford Boulevard.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request on January 8, 2025.

Background Information

HEMG, LLC presented to the City a zoning application [2024-419] for approximately 4.0 acres located along Old Lascassas Road to be rezoned from CF (Commercial Fringe District) to PCD (Planned Commercial District). During its regular meeting on January 8, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

The PCD zoning will enable the development of four proposed commercial lots, including one for a proposed oil change facility, potentially creating employment opportunities for the community and tax revenue for the City.

Attachments:

1. Ordinance 25-OZ-03
2. Maps of the area
3. Planning Commission staff comments from the 01/08/2025 meeting
4. Draft Planning Commission minutes for the 01/08/2025 meeting

5. Lascassas Crossings PCD pattern book
6. Other miscellaneous exhibits

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 8, 2025
PROJECT PLANNER: HOLLY SMYTH**

5.b. Zoning application [2024-419] for approximately 4.0 acres located along North Rutherford Boulevard and Old Lascassas Road to be rezoned from CF to PCD (Lascassas Crossings PCD), HEMG, LLC applicant.

The involved property is currently one parcel known as Tax Map 081, Parcel 055.02 containing 9.51 acres that has an approved master plan and preliminary plat #2024-1009 from April 17, 2024. The master plan focused on six (6) new access points to City streets and two (2) internal cross accesses within the site. Page 12 of the program book shades out the development sections that are retaining their existing CF (Commercial Fringe District) zoning and have separate site plan reviews. This PCD (Planned Commercial District) zone change only involves approximately 4.0 acres of the existing parent tract that is anticipated to be split into 4 lots along Old Lascassas Road south of North Rutherford Boulevard.

Adjacent Zoning and Land Uses

The surrounding area consists of a mixture of zoning types and land uses. The surrounding land uses include two gas stations/convenience stores, two car washes, two churches, three fast food drive-thru restaurants, and an anticipated Aldi's and Murphy Oil gas station/convenience store on the portion of the subject parcel that is to remain zoned CF. No residential uses are directly adjacent to the subject property.

Zoning of the adjacent properties include RM-12 (Multi-Family Residential District) and CF to east across Old Lascassas Road, RM-16 and CL (Commercial Local District) to the south, RM-16, CL and CF to the west, and CH (Commercial Highway District) to the north.

Proposed PCD

The conceptual Site Plan on page 12 of the program book anticipates four (4) commercial lots. The first specific business is anticipated to be a 1,700 square-foot Valvoline oil change facility at the corner of North Rutherford Boulevard and Old Lascassas Road. No other specific users have been identified for the remainder of the subject site. However, in order to determine potential traffic circulation and cross access opportunities for the entirety of the site, placeholder building footprints, parking, landscaping, and drainage have been incorporated for a drive-thru restaurant use, and two office type buildings but this could change with future site plan review submittals, as long as the proposed uses and design comply with the standards in the pattern book. Given the high visibility of the Valvoline site, staff has asked for a higher grade of architecture and architectural materials as well as heavier landscape screening. The primary materials for the Valvoline building and future buildings would be brick, cast stone, and/or natural or synthetic stone along the bases and body which is reflected on page 16 of the Program Book). Berm streetscape landscaping is being incorporated along the entire frontage of the project, however the width needs to be widened to be 15-20' in order to properly accommodate.

Page 19 of the program book specifies various prohibited and allowable land uses for the project area. Prohibited uses include vape shop, liquor store, gasoline station (which is already anticipated on an adjacent lot on the parent parcel), and convenience store (which is also anticipated on an adjacent lot on the parent parcel). Allowable uses would include most CF allowed uses plus the Automotive/Motor Vehicle Service use of the Valvoline at the corner.

Exceptions are shown in the Program Book page 19 based on the comparative zone of CF, development standards of setbacks, building height, and the proposed PCD zone. The proposed PCD zoning uses lists one exception to allow “Automotive/Motor Vehicle Service” use for the Valvoline oil changing which is normally not allowed in the CF zone.

Future Land Use Map



The future land use map (FLUM) contained in the Murfreesboro 2035 Comprehensive Plan, designates the entire subject site as GC – General Commercial. This designation pertains to commercial development as well as outparcels located on arterial and collector transportation routes. The primary difference in Urban and Auto-Urban character categories is the role of the automobile in its site design. Rather than buildings oriented to the street, as in an urban setting, such as what is found in downtown, auto-urban environments are characterized by large parking lots surrounding the buildings. Auto-Urban commercial uses include high intensity commercial businesses that have a trade area outside of Murfreesboro and/or require a large amount of land for their operations. GC development types 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. Compatible zoning districts include CH, PCD, PUD, PND, CF, and other zoning districts evaluated on a case-by case basis. Staff believes the proposed PCD zoning is consistent with the Future Land Use Map designations described above.

Department Recommendation

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

- 1) It is consistent with the future land use map and comprehensive plan.
- 2) The circulation layout provides for interconnectivity that helps distribute the flow of adjacent street network traffic (so long as the existing right-turn lanes are incorporated into the northerly 2 drives with notation that a potential 3rd right turn lane may be required as well).
- 3) The “Automotive/Motor Vehicle Service” use of the anticipated Valvoline is a needed use in this side of town and does not have any adjacent residential uses making it a compatible use to the surrounding properties.
- 4) The berm and buffer landscape along Old Lascassas Road will help appropriately screen the bay doors of the Valvoline use and the 3 northly lots with a 15’ wide berm landscaping and regular 8’ wide landscaping along Lot 6 at the south.
- 5) The higher grade of architecture and materials will provide a more aesthetically pleasing building than a standard Valvoline oil change facility with the future buildings also following the higher quality.

Action Needed

The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should conduct a public hearing and then formulate a recommendation to City Council.

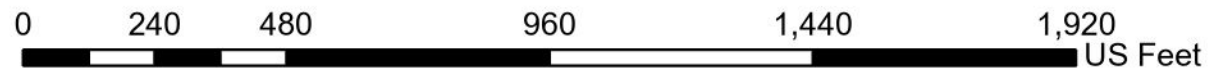
Attachments:

- NoOrtho Map
- Ortho Map
- Updated Program Book



Rezoning request for property along Lascassas Pike CF to PCD (Lascassas Crossings PCD)

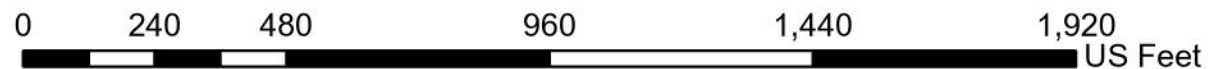
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov





Rezoning request for property along Lascassas Pike CF to PCD (Lascassas Crossings PCD)

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





T E N N E S S E E

Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: Huddleston-Steele, Eng – Clyde Rountree

Address: 2115 NW Broad St City/State/Zip: Murfreesboro, TN 37129

Phone: 615-893-4084 E-mail address: [REDACTED]

PROPERTY OWNER: HEMG LLC

Street Address or
property description: 3115 Saint Johns, Murfreesboro, TN 37129

and/or Tax map #: 081 Group: Parcel (s): 05502

Existing zoning classification: CF

Proposed zoning classification: PCD Acreage: 3.93± AC.

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

E-mail:

APPLICANT'S SIGNATURE (required): [Signature]

DATE: 11/13/2024

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

Date received: MPC YR.: MPC #:

Amount paid: Receipt #:

11.12.2024

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

Re: Lascassass Crossing PCD Rezoning

Described as Tax Map 081, Parcels 05502

Dear Mr. Newman,

On behalf of our client, Hiren Patel, we hereby request to rezone 3.29 acres. We plan to develop this property as a retail center serving the northeastern portion of Murfreesboro. The property is currently zoned CF and we are requesting a PCD zoning.

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

Sincerely,



Clyde Rountree, RLA

LASCASSAS CROSSINGS

Request for Rezoning to
PCD

SUBMITTED FOR THE

FEBRUARY 5, 2025 PUBLIC HEARING
CITY COUNCIL MEETING.

Plans Prepared By:

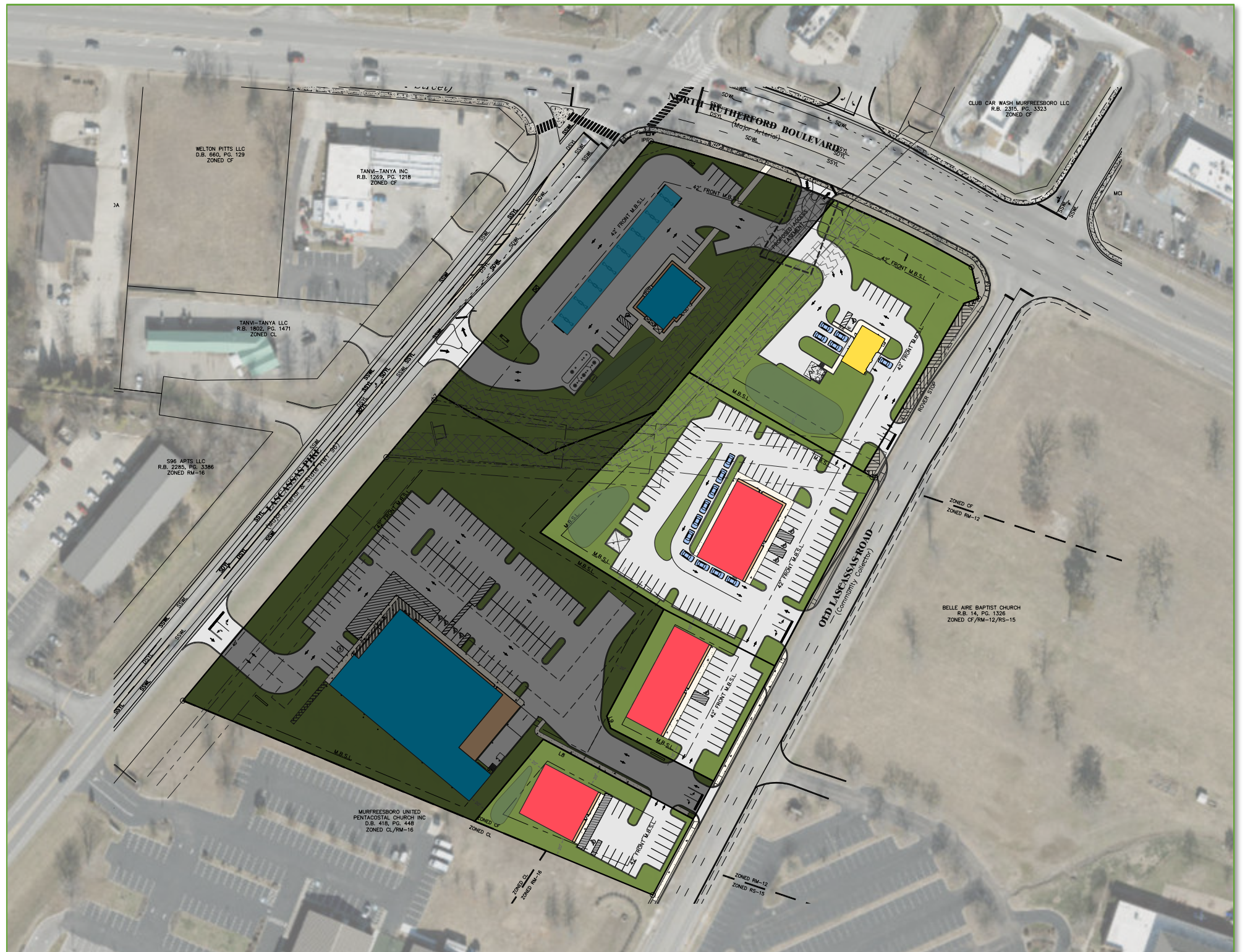


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PROJECT SUMMARY

Lascassas Crossings is a new 9.44 +/- Acre commercial development located in the rapidly growing area of northeastern Murfreesboro. A new Aldi grocery store on the southern portion of the development will anchor the development. The northwestern section is anticipated as a proposed Murphy Oil gas station with an adjoined convenience store. The City of Murfreesboro has directed the remaining 3.95 +/- Acre portion of the tract to be rezoned Planned Commercial District (PCD). This rezoning request pertains to the remaining 3.95 +/- Acre tract. The developer is proposing a Valvoline oil change center be constructed on a 1.29 +/- Acre lot located on the northeast corner of the property. The remaining 2.64 +/- Acres of the track currently have no specific user designated. However, the developer has provided a conceptual master plan for this area, including a restaurant and two office buildings. These structures have been designed to be consistent with Murfreesboro Design Guidelines. The master plan concept represents the building's square footage and the required parking that can be developed however, these do not represent the final design of the development.

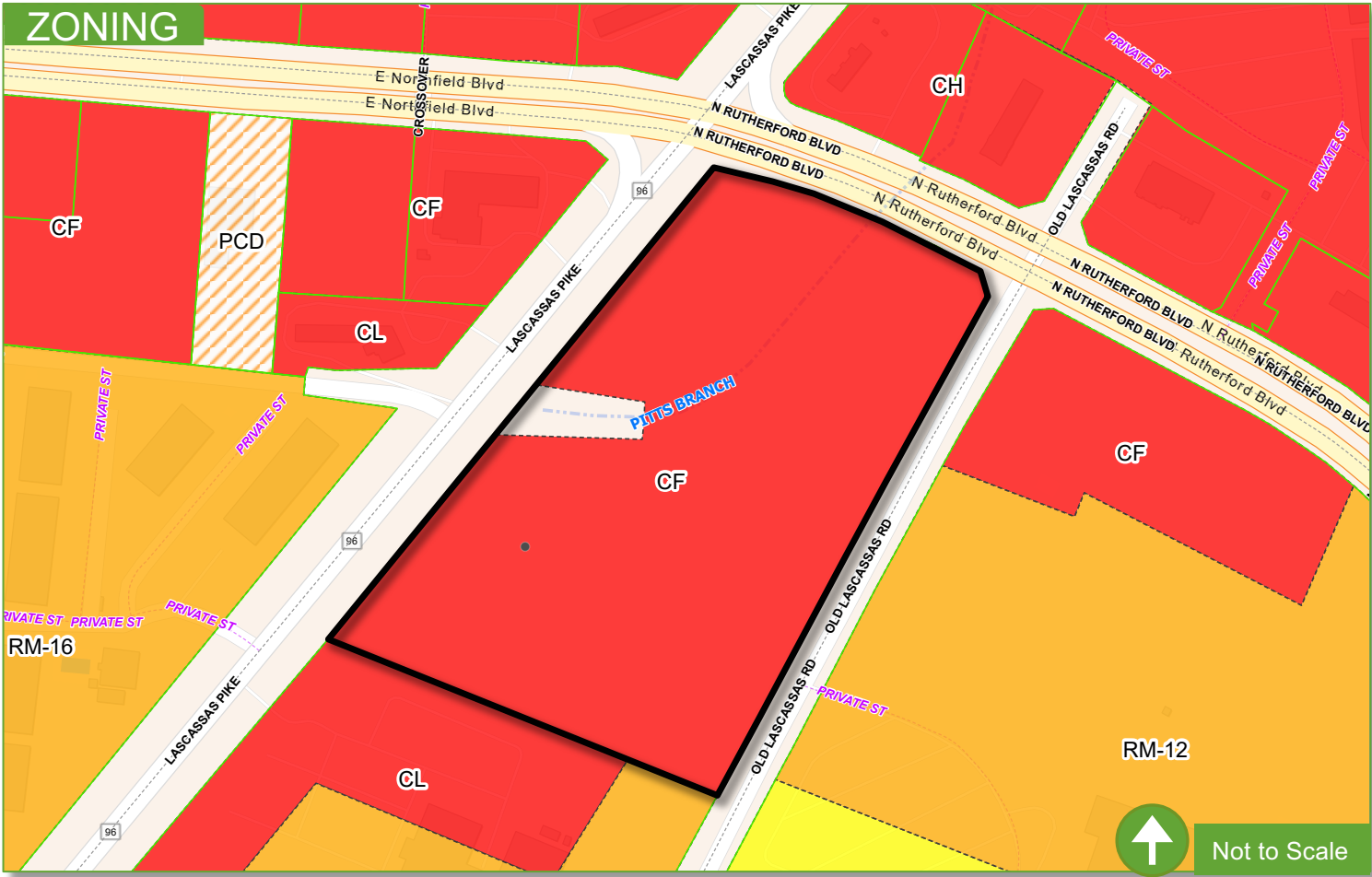
Address	1840 Lascassas Pike, Murfreesboro, TN, 37130				
Tax Map	81	Group		Parcel	055.02
R. Book	451		Page	228	

OWNER/ DEVELOPER			
Company	HEMG LLC	Attn	Hiren Patel
Address	3115 Saint Johns DR, Murfreesboro, TN, 37129	Phone	615.479.6279
		Email	

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

ENGINEERING			
Company	Huddleston – Steele Engineering Inc.	Attn	Bill Huddleston
Address	2115 N.W. Broad Street, Murfreesboro, TN, 37129	Phone	615.893.4084
		Email	





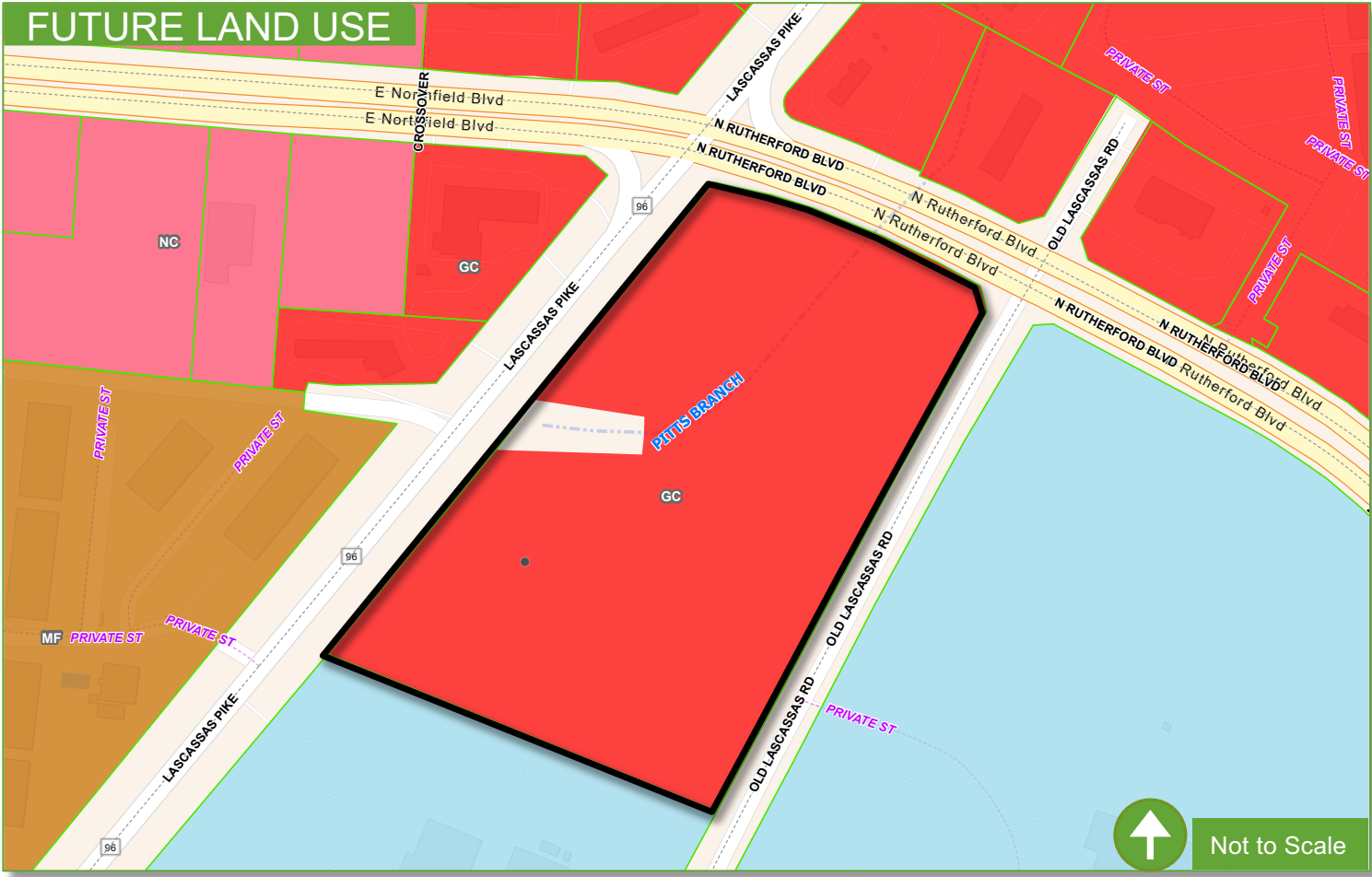
Legend

Commercial Fringe (CF)	CF	Planned Commercial Development	PCD
Residential Multi Family (MS)	RM	Commercial Local (CL)	CL

Site Boundary

Map Summary

Currently, the entire subject property is zoned Commercial Fringe (CF) and bordered to the north, east, and west by N. Rutherford Blvd, Old Lascassas Rd, and Lascassas Pike, respectively. Properties to the south of subject property are zoned CL and RM.



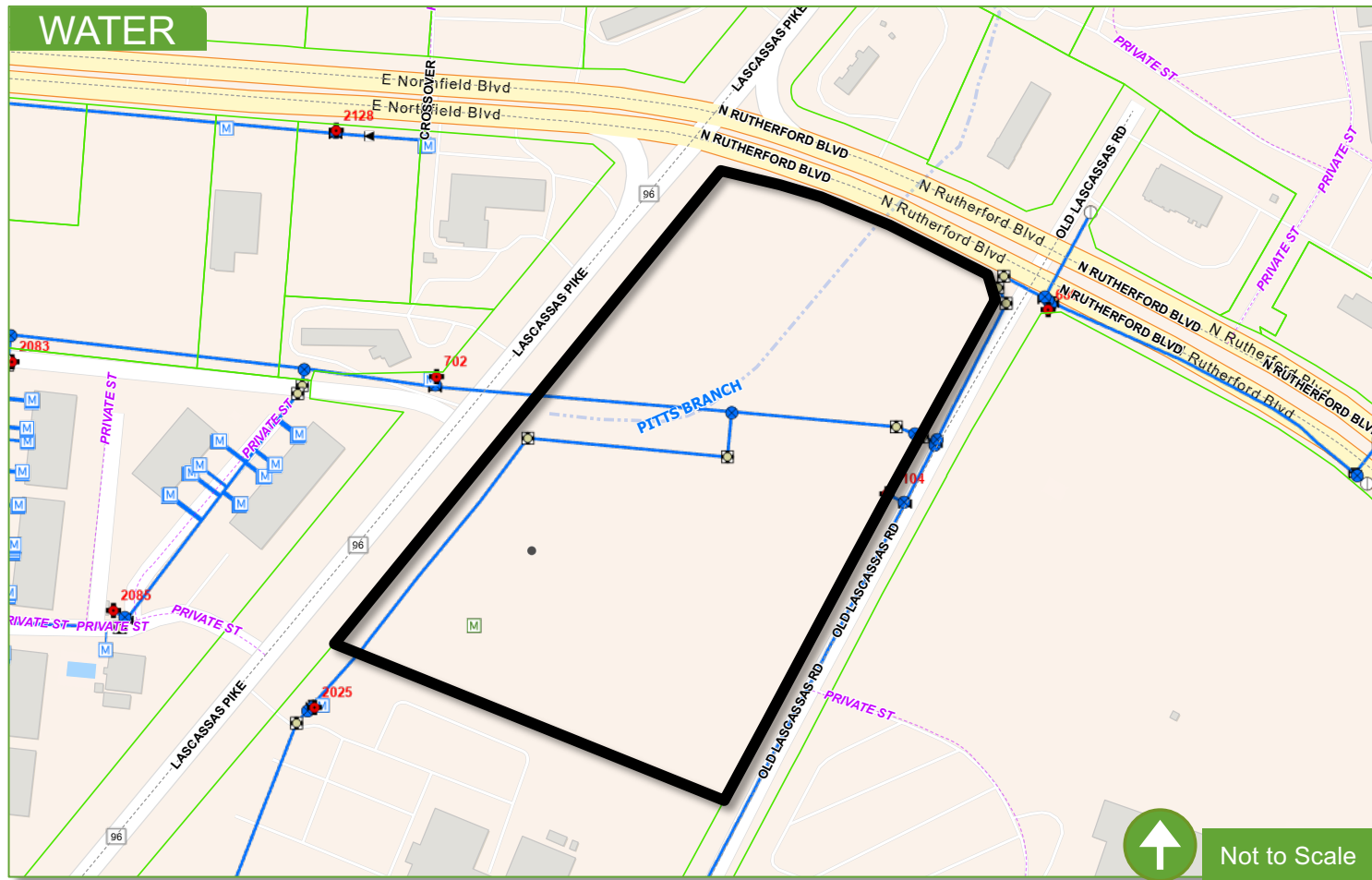
Legend

(General) Commercial	GC	Suburban (Neighborhood) Commercial	NC
Multi Family Residential	MF	Public/Private/Institutional	PI

Site Boundary

Map Summary

The city of Murfreesboro's future land use map classifies this property as (General) Commercial (GC). This land use character recommends an Auto-Urban setting, which is characterized by large parking lots surrounding the buildings. The development types include Commercial centers along major roadways, with a range of uses, including those on high-profile "pad" sites along the roadway frontage; in addition to out parcel development. Characteristics of this land use type include significant portions of development sites devoted to vehicular access drives, circulation routes, surface parking, and loading/delivery areas. May include Formal Open Space; Pedestrian connections to public roadway required; Joint/shared parking and access between parcels is required; Shared plazas and/or seating area located between principal use and out parcels. Some recommended business types in this type of development include Automobile service-related enterprises (e.g., gas/service stations, auto parts, car washes), Restaurant chains (e.g., fast food, other), "Big-box" commercial stores (e.g., grocery, appliances, department/discount stores, clothing, etc.) and Hotels.



Legend

Water Line

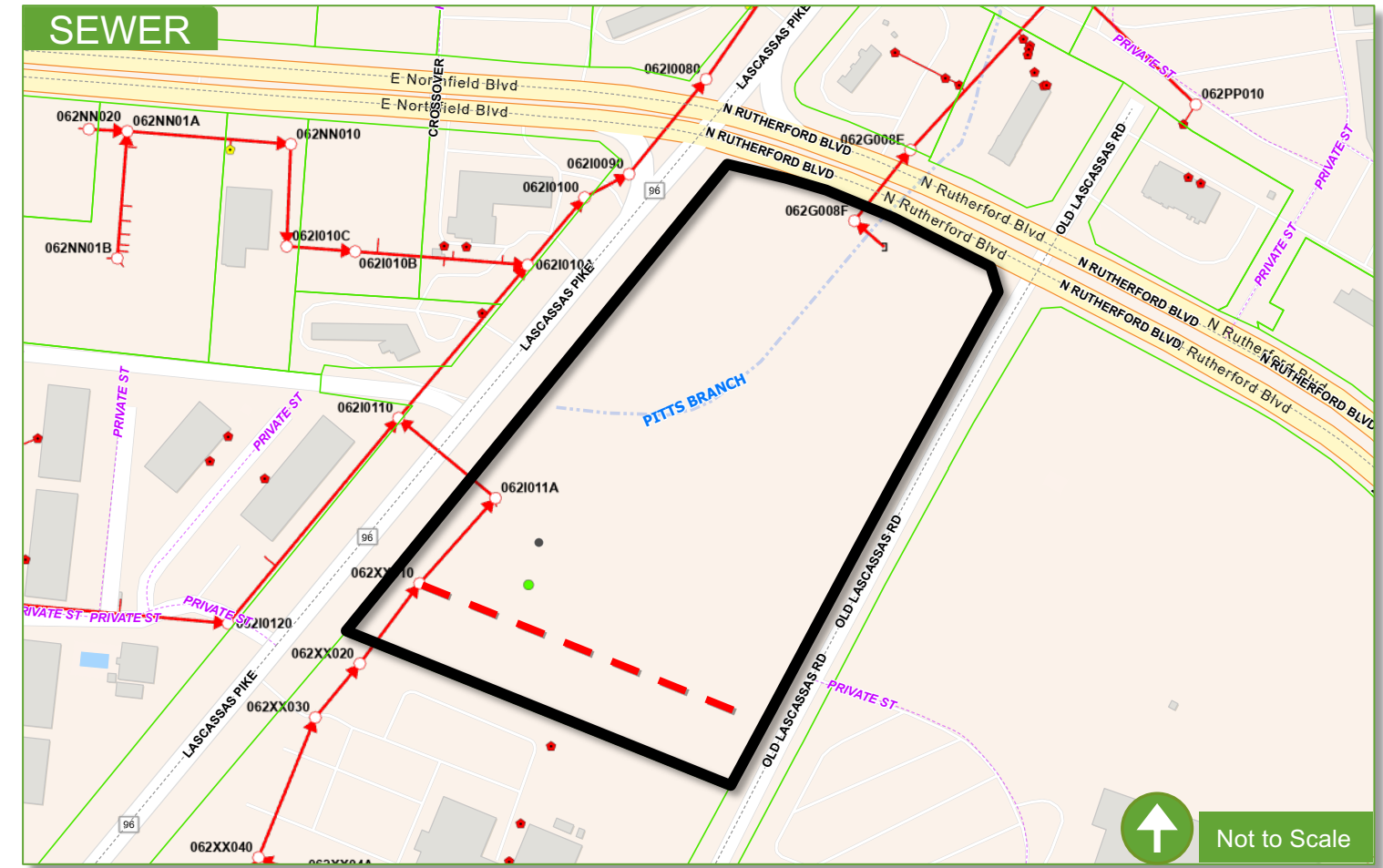
Fire Hydrant



 Site Boundary

Map Summary

- Water services will continue to be provided by the Murfreesboro Water Resources Department.



Legend

Existing Sewer Gravity Main

Existing Sewer Manhole

Proposed Sewer Extension



 Site Boundary

Map Summary

- Sanitary sewer service will continue to be provided by the Murfreesboro Water Resources Department.
- The Aldi project will construct a mainline sanitary sewer with a 30' easement from Lascassas Pike to Lots 2 & 6, shown on page 22 of this program book.

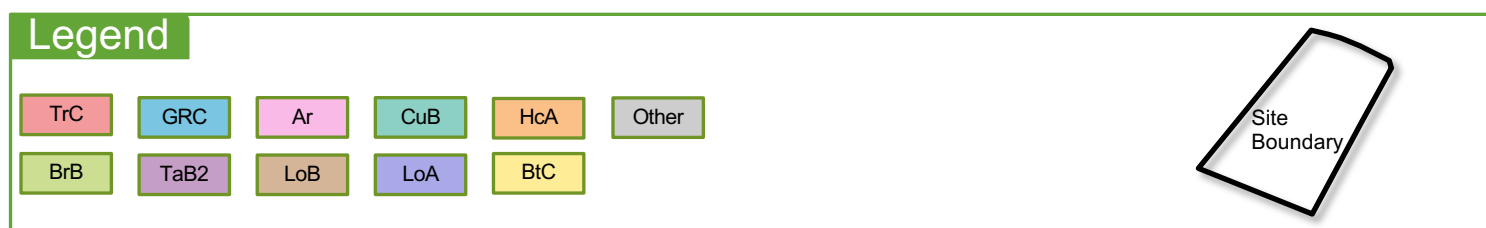
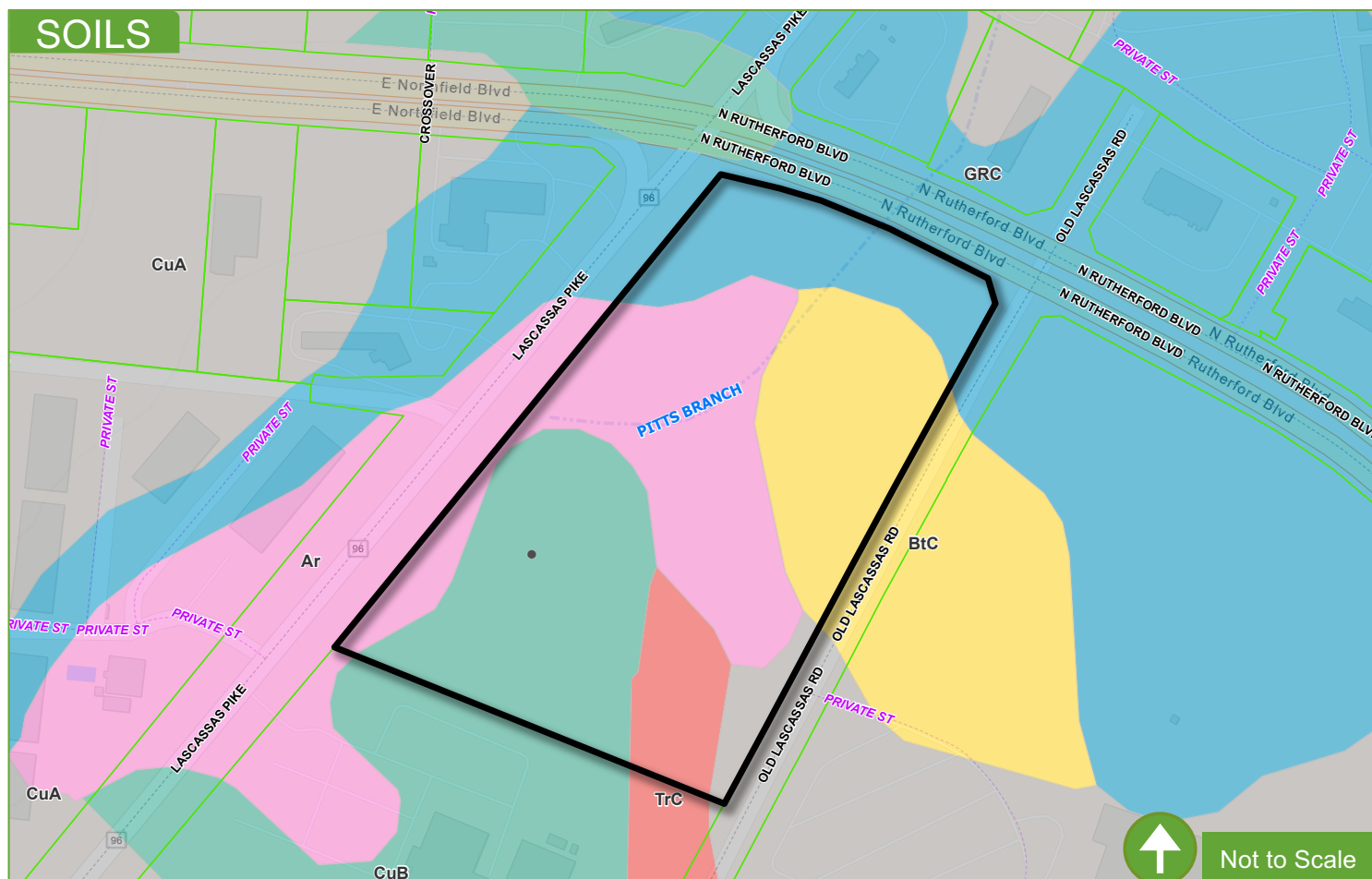


Map Summary

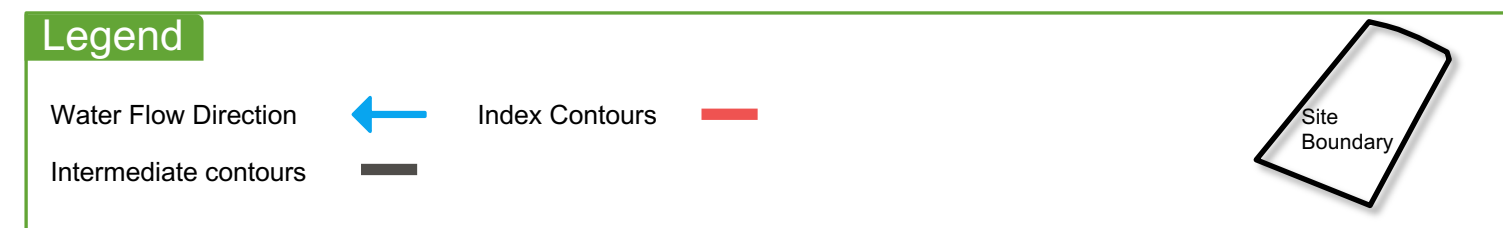
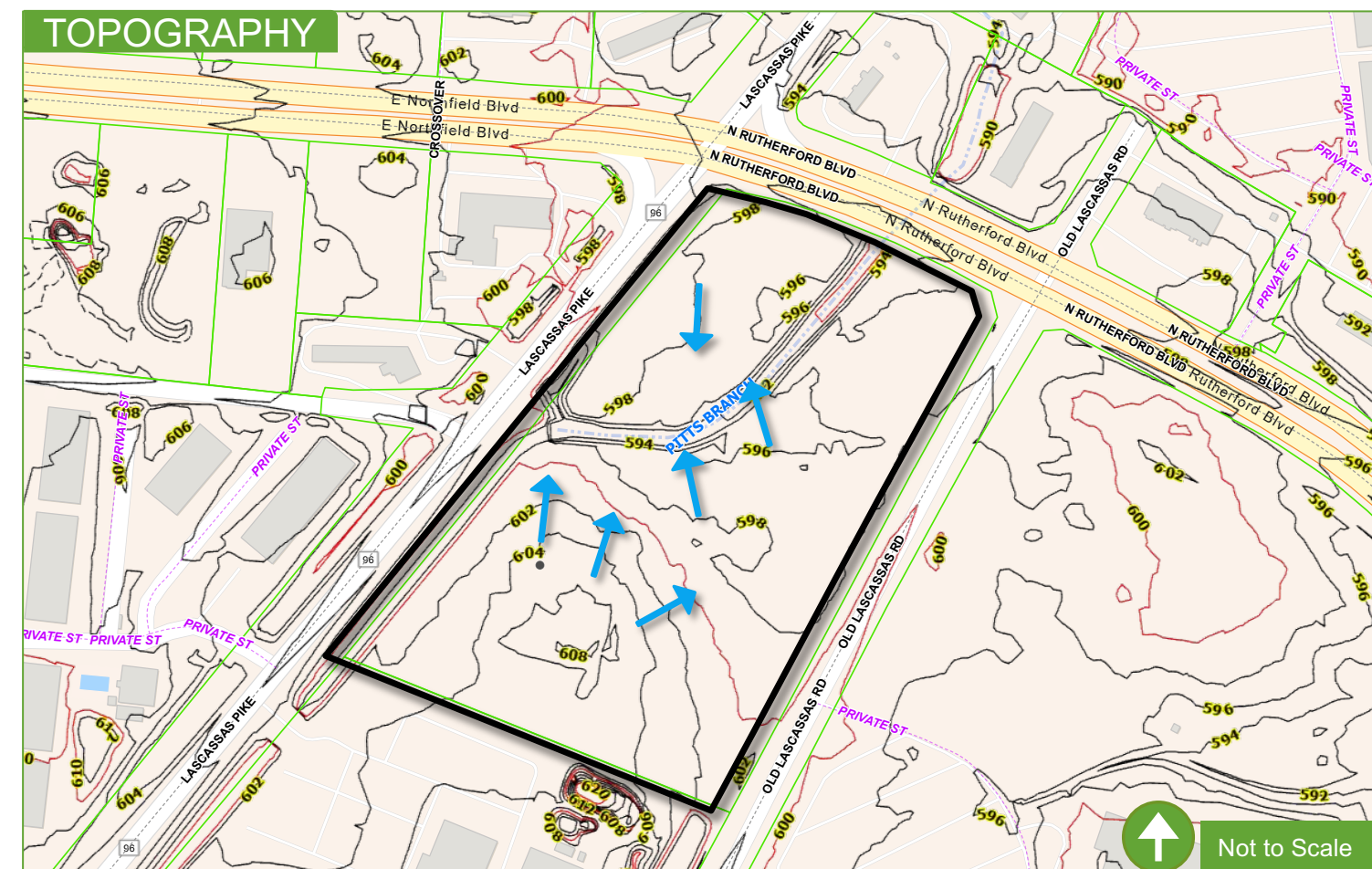
- The site will be accessed from Lascassas Pike, Old Lascassas Road, and N. Rutherford Blvd.
- The 2040 Major Transportation Plan recommends an increase in the number of lanes from two to five lanes on Lascassas Pike/Highway 96.
- Anticipated Future Median from Lascassas Pike past the Old Lascassas Road intersection.
- Masterplan shows interior connectivity between many of the lots.

Legend

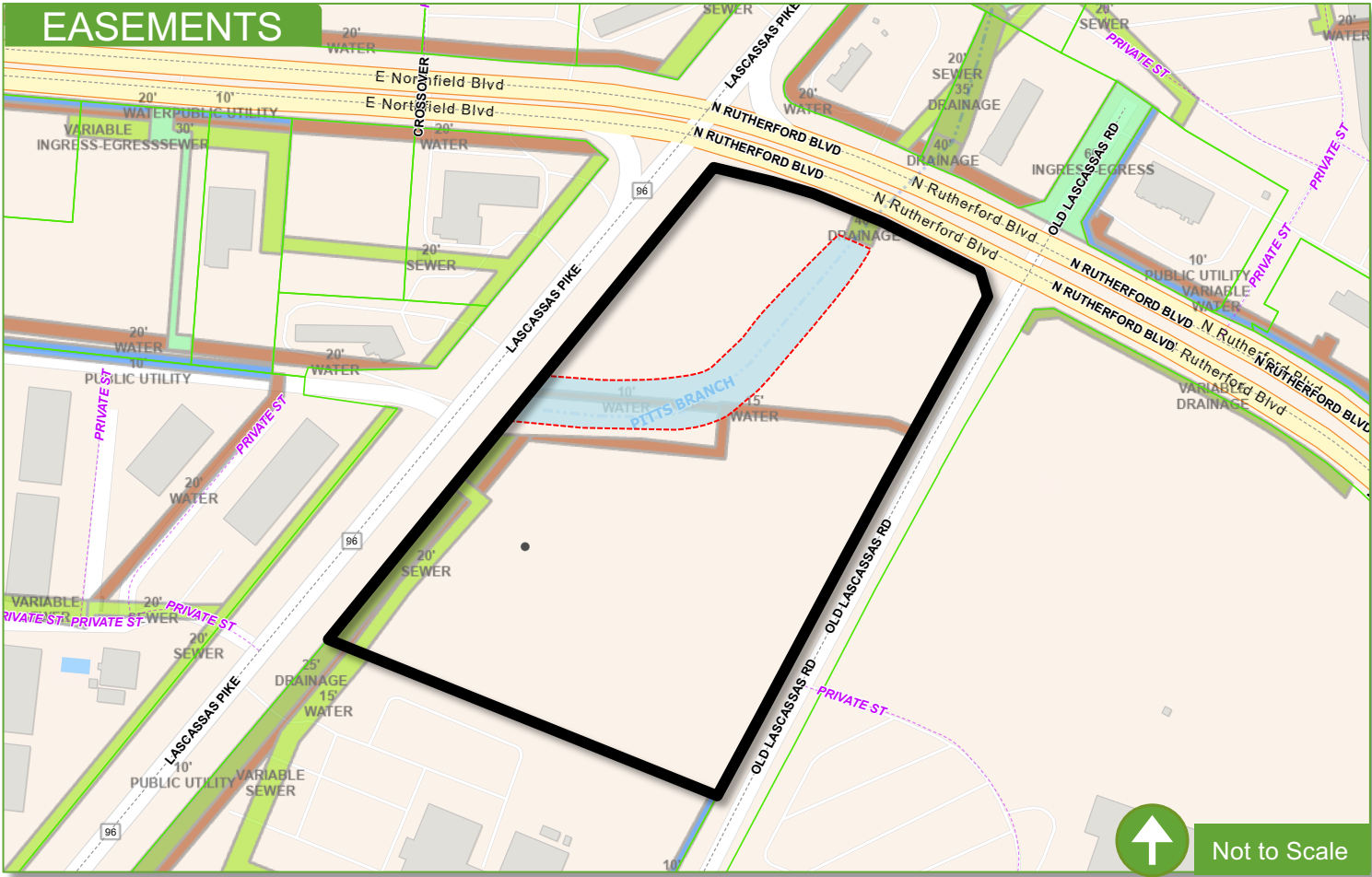
Community Collector		Residential Collector		Access Point
Major Arterial		Residential Sub Collector		
Commercial Collector				
				Site boundary



- ## Map Summary
- Ar:** Arrington silt loam.
 - CuB:** Cumberland silt loam, 2 to 5 percent slopes.
 - CuA:** Cumberland silt loam, 0 to 2 percent slopes.
 - GRC:** Gladeville-Rock outcrop-Talbott association, rolling.
 - TrC:** Talbott-Barfield-Rock outcrop complex, 2 to 12 percent slopes.
 - BtC:** Bradyville - Rock Outcrop complex, 2 to 12 percent slopes.



- ## Map Summary
- The site will be mass-graded. The high point of the site is on the southern portion of the site and will flow into the drainage ditch to the north.



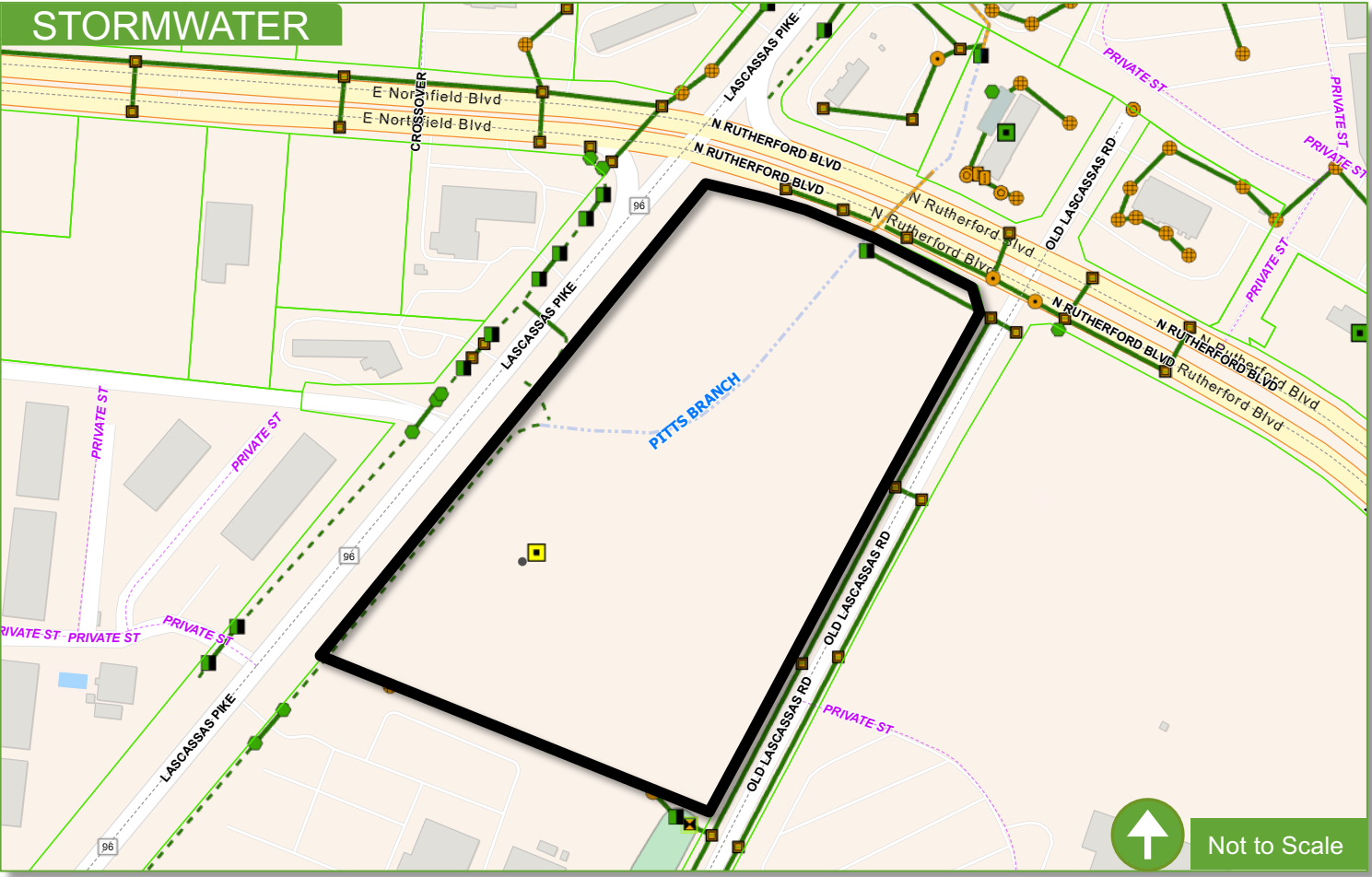
Legend

Water Easement		Sidewalk Easement	
Drainage Easement		Sewer Easement	
Proposed Water Quality Protection Area (WQPA)			

Site Boundary

Map Summary

- A large water easement moves through the center of the site and will be maintained in the new development.
- A WQPA easement shall be recorded and jointly maintained over the miscellaneous tributary of Bushman Creek (aka Pitts Branch).



Legend

Curb Inlet		Open Channel	
Collection		Wingwall	

Site Boundary

Map Summary

- Stormwater will be handled using the existing drainage easements and several proposed stormwater ponds.
- Appropriate maintenance documents will be required for any stormwater facilities.
- The City may require of the developer that permanent signs be placed to mark clearly the WQPA.



Map Summary

The subject property is located in a well-established commercial area to the north. The properties to the west are commercial and residential. To the south are two existing churches.



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



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



SITE PLAN



SITE DATA			
Total SF	172,022 +/- SF		
Total Acreage	3.95 +/- Acres		
Density	N/A		
Parking Required	N/A		
Parking Provided	123 Spaces		
LOT 4		LOT 5	
Square Footage	55,986SF	Square Footage	70,000 SF
Acreage	1.29 Acres	Acreage	1.61 Acres
Building SF	1,471 SF	Building SF	6,000 SF
Parking	7	Parking	77
Parking Ratio	1 per 200 SF	Parking Ratio	1 per 78 SF
LOT 6		LOT 2	
Square Footage	21,941 SF	Square Footage	23,195 SF
Acreage	0.50 Acres	Acreage	0.53 Acres
Building SF	5,420 SF	Building SF	4,550 SF
Parking	23	Parking	16
Parking Ratio	1 per 240 SF	Parking Ratio	1 per 284 SF
SETBACKS			
Front	42 ft.		
Side	10 ft.		
Rear	20 ft.		
Height (Max.)	45 ft.		

Map Summary

3.95± acres of the property will comprise four lots, with Lot 4 proposed as the site for the Valvoline development. The remaining lot layouts are conceptual and intended to inform future development and show encompassing cross-connectivity.

Water Quality Protection Area

There shall be no clearing, grading, construction, or disturbance of soil and/or native vegetation within the WQPA except with prior permission in writing by the City of Murfreesboro.

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

EXTERIOR ELEVATIONS

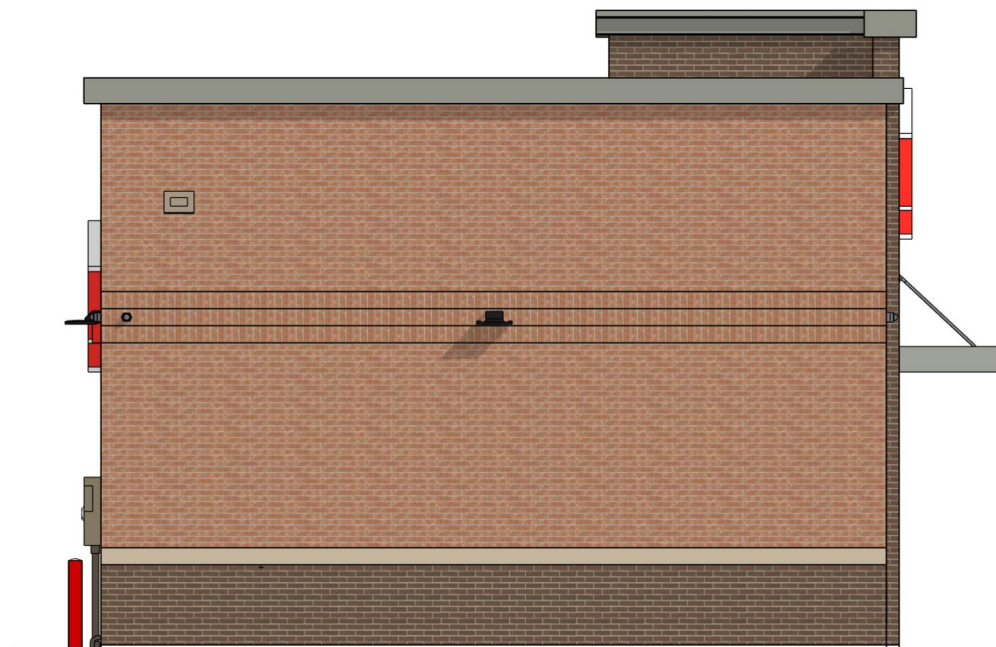


2 EXTERIOR ELEVATION (NORTH FACING - N. RUTHENFORD BLVD)
Scale: 1/8" = 1'-0"



1 EXTERIOR ELEVATION (WEST)
Scale: 1/8" = 1'-0"

- T.O. TOWER ± 25' - 0"
- T.O. PARAPET ± 21' - 8"
- T.O. ACCENT BAND 14' - 0"
- B.O. ACCENT BAND 12' - 0"
- T.O. WAINSCOT 4' - 0"
- UPPER LEVEL 0' - 0"



4 EXTERIOR ELEVATION (SOUTH)
Scale: 1/8" = 1'-0"

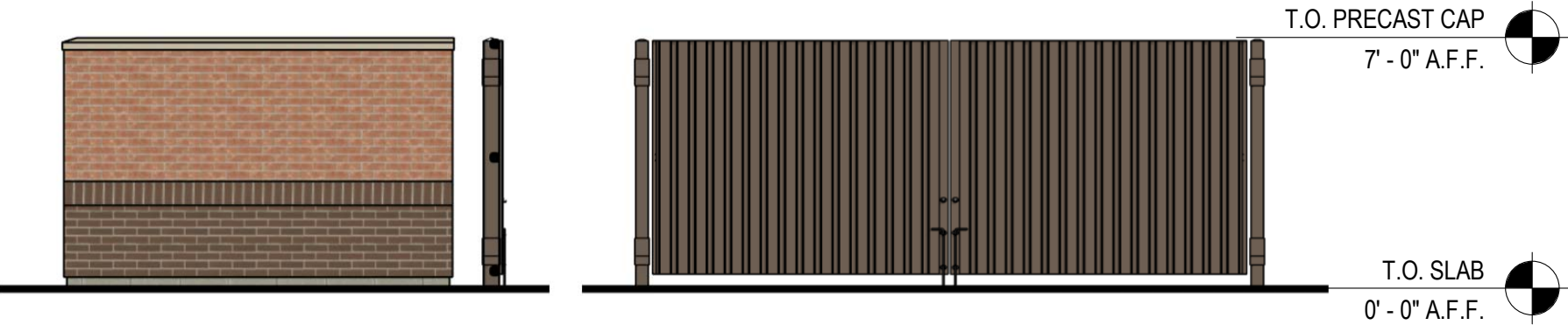


3 EXTERIOR ELEVATION (SOUTH FACING - OLD LASCASSAS)
Scale: 1/8" = 1'-0"

- T.O. TOWER ± 25' - 0"
- T.O. PARAPET ± 21' - 8"
- T.O. ACCENT BAND 14' - 0"
- B.O. ACCENT BAND 12' - 0"
- T.O. WAINSCOT 4' - 0"
- UPPER LEVEL 0' - 0"

HS HUDDLESTON-STEEL
ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
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EXTERIOR ELEVATIONS CONT



5

TRASH ENCLOSURE ELEVATIONS

Scale: 1/8" = 1'-0"

Architecture Summary

- The proposed building will be all masonry with dryvit and metal accents.
- The main building will have an undulating roof line, a defined base, and an accentuated entrance.
- The service doors will not face North Rutherford Blvd.
- Trash enclosures are designed in compliance with Murfreesboro design standards.

EXTERIOR FINISHES - BRICK / BRICK

THIN BRICK #1 (WAINSCOT AND TOWER):	GLEN-GERY "MODULAR BAXTER BROWN WIRECUT"	MASONRY SEALER:	ALL MASONRY SURFACES SHALL BE TREATED w/ SEALER.	STOREFRONT SYSTEM:	2x4 1/2" KAWNEER TRIFAB VG 451T SERIES CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM W/ 1" INSULATED GLAZING.
THIN BRICK #2 (ABOVE WAINSCOT):	GLEN-GERY "MODULAR MT RUSHMORE"	PREFABRICATED METAL CANOPY:	AWNEX INC. "SEATTLE" DESIGN PREFINISHED TO MATCH PAC-CLAD "SILVER"	TRASH ENCLOSURE GATE SYSTEM:	FIELD PAINT SHERWIN-WILLIAMS SW-7515 "HOMESTEAD BROWN". PROVIDE MOCK-UP AND VERIFY COLOR W/ OWNER
THIN STONE (WAINSCOT):	ARRISCRAFT "ARRIS-CLIP RENAISSANCE UNITS" COLOR: TAN	PARAPET CAP FLASHING:	ALUMINUM BREAK METAL PREFINISHED TO MATCH PAC-CLAD "SILVER"	O.H. DOOR FINISH:	CLEAR ANODIZED ALUMINUM
PRECAST CAP TRASH ENCLOSURE:	CUSTOM CAST STONE - "LIGHT BUFF"	TOWER SOFFIT AND FASCIA:	PAC-CLAD SNAP EDGE EXTENDED FASCIA (12-12") PREFINISHED TO MATCH PAC-CLAD "SILVER"	ACCESS PANEL:	STAINLESS STEEL
MORTAR:	LEHIGH STANDARD KIT - "BEIGE"	THRU-WALL SCUPPER:	ALUMINUM BREAK METAL - PREFINISHED TO MATCH DIMENSIONAL METALS, INC. - "BEIGE"		

Architectural Design - General Character

- **Guideline:** Attention should be given to the size, massing, spatial relationships, architectural style, details, color, and materials of the building. It is also important to ensure compatibility with neighboring structures and maintain a cohesive exterior appearance across sites with multiple buildings.
- Standards:
 - Design exterior elevations to consider the appropriate level of interest, the relationship of building features, the emphasis on architectural detailing, and the identification of the function and use of the building.
 - Architectural plans for buildings over 5,000 square feet must be created by a licensed architect in Tennessee.

Architectural Design - Height and Setbacks

- **Guideline:** Use variations in building heights and front planes to create interest and establish scale by avoiding long, unbroken rooflines and walls.
- Standards:
 - All heights and setbacks will adhere to the Murfreesboro Zoning Ordinance.
 - Adjoining buildings shall not have more than a two-story differentiation in height.

Architectural Design - Building Mass Scale

- **Guideline:** Establish a building scale suitable for the site, considering views from roadways and pedestrian areas, as well as its relation to nearby structures.
- Standards:
 - Ensure appropriate massing for the intended use by stepping back building heights, varying visual heights, altering the front plane, and incorporating breaks for pedestrian connections.
 - Divide the facade into sections no wider than forty (40) feet, each taller than wide, and avoid large blank walls.
 - Use windows, columns, and other elements to enhance the vertical appearance of the facade.

Architectural Design - Building Composition and Rythm

- **Guideline:** The building facade should feature design elements that are interesting and balanced with an established pattern of repeated elements. balanced appearance. While symmetry isn't required, avoid extreme variations. Repeated elements can establish a rhythmic pattern.
- Standards:
 - Incorporate design features such as cornices, pediments, varied roof lines, windows, entrances, and projecting canopies.
 - Use common design elements from adjoining developments when a unified design concept or style is present. Be mindful of the scale, massing, and materials of adjacent buildings.
 - Ensure that the building entrance is prominent and easily visible.
 - For sites with multiple front lot lines, the primary entrance should face the street with a higher functional classification.

Respecting character between buildings



Façade divided into distinct sections



Repeating design elements



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Architectural Design - Transparency Articulation and Expression

- **Guideline:** Utilizing windows and other voids to offer an inviting presence and utilizing columns and windows to express building structure. The façade should appear authentic, with visible materials reflecting their structural properties. Effective lighting can highlight key areas, especially the entrance, using fixtures on the building or the ground. The building address should be clearly visible, positioned above vehicles and landscaping, and can be integrated into the design. All buildings shall establish a “base, body and cap”.
- **Standards:**
 - Ground-level retail facades must have at least 50% window or void area; ground-level office and commercial uses require a minimum of 35%.
 - Upper levels of all commercial uses should have at least 20% window or void area.
 - All buildings must feature a “base, body, and cap.” The base can be different materials or colors, at least 24” high for single-level buildings or an entire level for multi-level ones. Large glass areas may have an 8” raised mullion as the base. The body should cover at least 50% of the facade area, while the cap can include cornices or moldings and may also be an entire level for a multi-level building.
 - Visible security grills or bars are prohibited on window or wall exteriors.
 - Street numbers (except for specific buildings) must be a minimum of 8 inches high with a stroke width of at least 1.5 inches.

The storefront is expressed with an 8” raised mullion.



Architectural Design - Materials

- **Guideline:** All publicly visible sides of a building must use consistent materials. Material choices should consider those of nearby structures. Establish a defined palette of materials for all projects. Developments with multiple buildings can use different palettes, but some materials should be shared. Selected materials must be durable and of sufficient quality for a consistent appearance.
- **Standards:**
 - Primary materials: Brick (full thickness or thin-set), Cast stone, Natural or synthetic stone on building base and body.
 - Secondary materials: Exterior Insulation Finish System (EIFS), Split-face or ground-face, or polished-face concrete masonry (integrally colored), Architectural metal panels with durable finish and defined profile, Composite panels, Cementitious siding or panels, Wood siding may be used on small scale buildings, Fabric Awnings.
 - Tertiary materials: Metal copings, flashings, and trim, as well as wood or cementitious trim.
 - Prohibited materials: Smooth-face concrete masonry, Corrugated metal “R” panels.
 - All dumpster / refuse collection areas shall be enclosed with a masonry wall that is a minimum of one foot in height taller than the top of the refuse container used for collection, as well as match the color and materials of the building with a base and cap.

Use of variety of brick colors and cementitious panels on residential/commercial building



The building base is expressed with a different masonry material. The base at the storefront is expressed with an 8” raised bottom mullion.



Mix of brick and architectural metal panels on commercial building

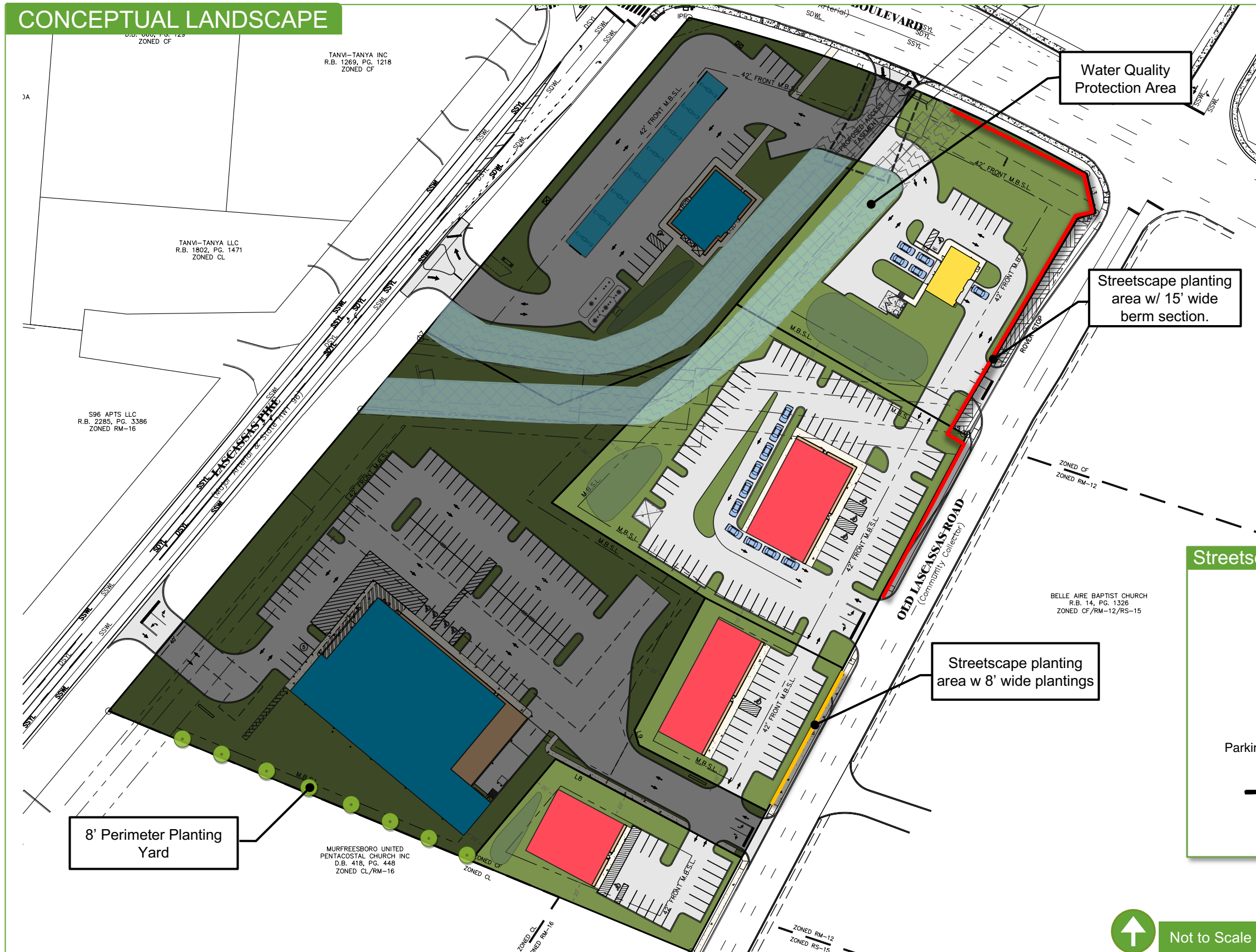


Mix of tilt-up concrete and architectural metal panels on industrial buildings.



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CONCEPTUAL LANDSCAPE



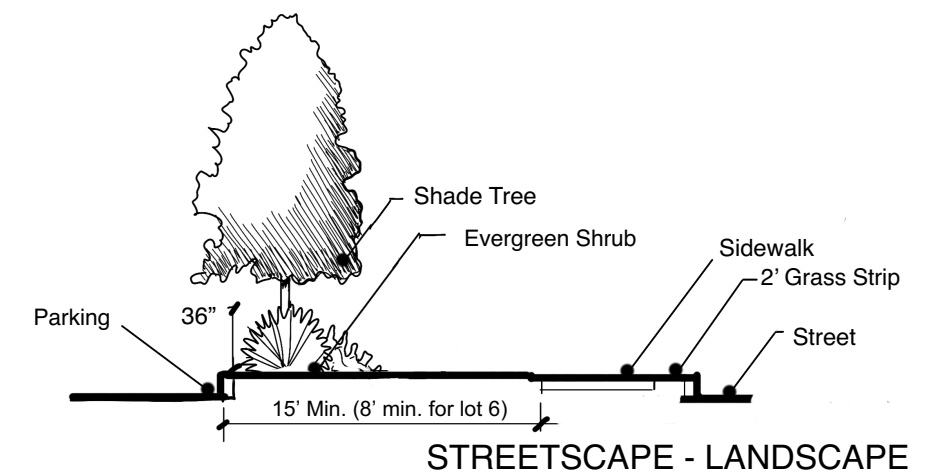
Map Summary

- The development will have streetscape planting along all the right-of-ways. The streetscape will have a low berm planted with a layer of evergreen shrubs designed to screen cars and a second layer of shrubs consisting of both evergreen and deciduous plants.
- Shade trees will be planted as per the Murfreesboro design guidelines.
- Interior lot line perimeter Plantings will be per city standards.

WQPA Guidelines

The vegetative target for a WQPA is a variety of mature, native vegetation, allowed to grow undisturbed: predominately trees in the waterside half of the buffer and trees, shrubs, and herbaceous vegetation (grasses) in the upland half. Native species are preferred in the WQPA. Native species are required and invasive species are prohibited for any new plantings. City Code 27.5-19 (C), (1-2) "Target vegetation"

Streetscape



PHASING PLAN



Map Summary

The Lascassas Crossings Master plan consists of two approved projects (Aldi and Murphy Oil) on the western edge of the property along Lascassas Pike. The area encompassing the PCD will be developed in two phases as highlighted on the phasing plan map.

LAND USE PARAMETERS AND BUILDING SETBACKS			
ZONING (COMPARABLE VS PROPOSED)	COMPARABLE (CF)	PROPOSED	DIFFERENCE
MINIMUM EXTERNAL SETBACK REQUIREMENTS			
MINIMUM FRONT SETBACK (FT.)	42	42	-
MINIMUM SIDE SETBACK (FT.)	10	10	-
MINIMUM REAR SETBACK (FT.)	20	20	-
MAX HEIGHT (FT.)	45	45	-

Exception Request Summary

- Requesting that “Automotive/ Motor Vehicle Service” use be allowed on the southwest corner of North Rutherford Blvd and Old Lascassas Road.

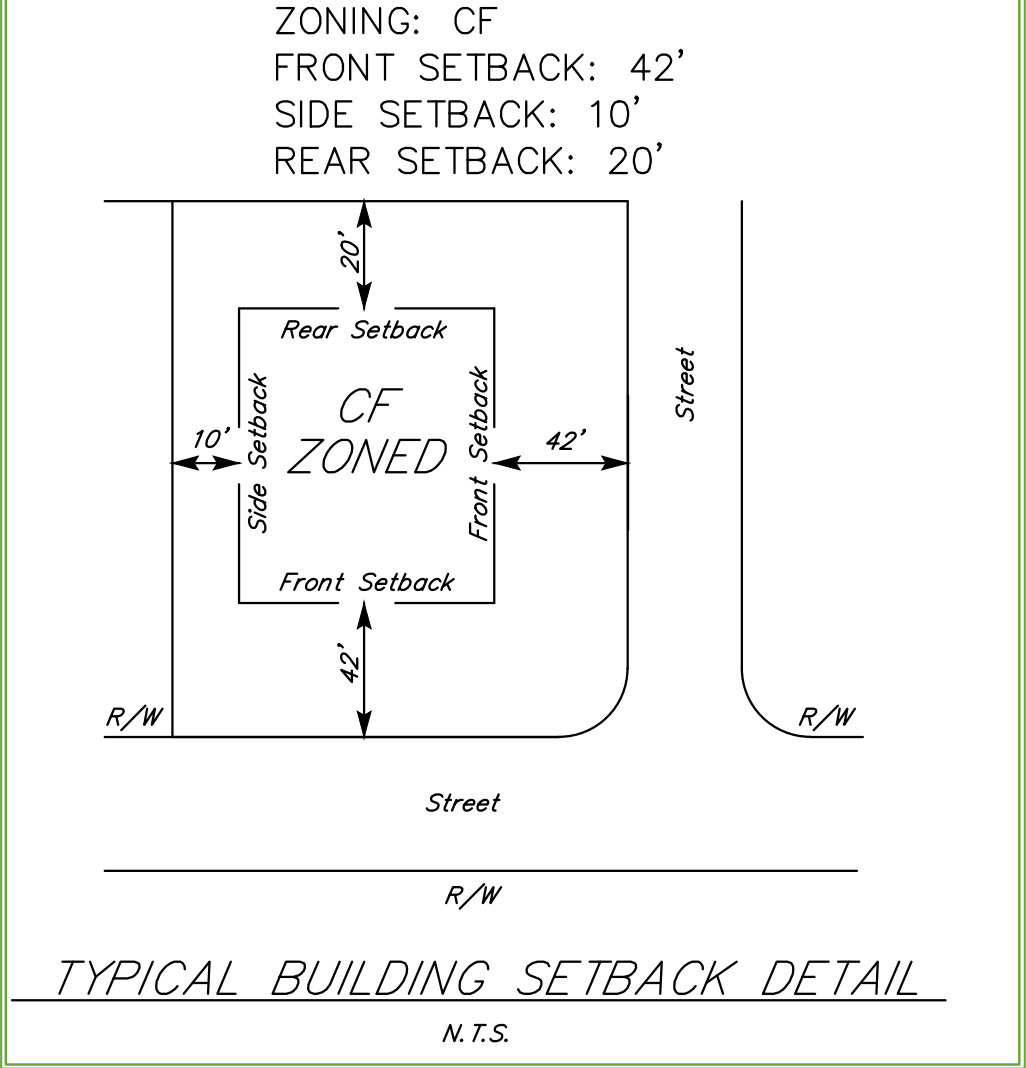
Allowable Uses

- Automotive/ Motor Vehicle Service (including Oil Change Service) in area stated above.
- Drive Through Restaurant.

Prohibited Uses

- Vape Shop
- Gasoline Station
- Liquor Store
- Convenience Store

Setback Information



PROPOSED ALLOWABLE USES
INSTITUTIONS
Adult Day Care Center
Day Care Center
COMMERCIAL
Amusements, Commercial Indoor
Animal Grooming Facility
Antique Mall
Art or Photo Studio or Gallery
Bakery, Retail
Bank or Credit Union, Branch Office
Bank, Drive-Up Electronic Teller
Barber or Beauty Shop
Book or Card Shop
Businesses and Communication Service
Business School
Catering Establishment
Clothing Store
Coffee, Food or beverage Kiosk
Commercial Center < 25,000 SF
Department or Discount Store
Dry-Cleaner < 3,000 SF
Financial Service
Fitness Health Club
Fitness Studio
Flower or Plant Store
Glass - Stained and Leaded
Interior Decorator
Janitorial Service
Keys, Locksmith
Kiosk, Automated
Laboratories, Medical
Laboratories, Testing
Laundries, Self-Service
Music or Dancing Academy
Music or Dancing Academy
Offices
Optical Dispensaries
Personal Service Establishment
Pet Shops

PROPOSED ALLOWABLE USES
COMMERCIAL(CONT'D)
Pharmacies, Apothecaries
Restaurant and Carry-Out Restaurant
Restaurant, Drive-In
Restaurant, Specialty
Restaurant, Specialty-Limited
Specialty Shop
Veterinary Clinic
Veterinary Hospital
Veterinary Office
TRANSPORTATION AND PUBLIC UTILITIES
Telephone or Communication Services
Post Office or Postal Facility
Telephone Switching Center, Electric Transmission, Gas Piping, Water Pumping Station

City of Murfreesboro General Applicability Section 13b for Planned Development

1. Identification of existing utilities, easements, roadways, rail lines, and public right-of-way crossings adjacent to the subject property: [See pages 3-7.](#)
2. A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property: [See pages 8.](#)
3. A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties, including the location of structure on-site and within two hundred feet of the subject property and the identification of the use thereof: [See pages 9-11.](#)
4. A drawing defining the general location and maximum number of lots, parcels, or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking: [See pages 12.](#)
5. A tabulation of the maximum number of dwelling units proposed, including the number of units with two or fewer bedrooms and the number of units with more than two bedrooms: [Not Applicable.](#)
6. A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (floor area ratio), the L.S.R. (livability space ratio), and the O.S.R. (open space ratio); [Not Applicable.](#)
7. A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the City and how the proposed planned development is to be designed, arranged, and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article; [See pages 13-17 & 20.](#)
8. If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating (aa) the approximate date when construction of the project can be expected to begin, (bb) the order in which the phases of the project will be built; (cc) the minimum area and the approximate location of common space and public improvements that will be required at each stage; and, (dd) a breakdown by phase for subsections [5] and [6] above; [Project to be completed in two phases.](#)
9. Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted: [Not Applicable.](#)
10. A statement setting forth in detail either (1) the exceptions which are required from the zoning and Subdivision Regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed;
 - **EXCEPTION 1: Requesting that “Automotive/ Motor Vehicle Service” use be allowed on the southwest corner of North Rutherford Blvd and Old Lascassas Road.**
11. The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article; [Not Applicable.](#)
12. The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time; [See pages 5.](#)
13. The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated; [See pages 2.](#)
14. Architectural renderings, architectural plans, or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. [See pages 13-17](#)
15. If a development entrance sign is proposed, the application shall include a description of the proposed entrance sign: [Not Applicable.](#)

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

6:00 PM

COUNCIL CHAMBERS

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director, Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Sloane Lewis, 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 Comment portion of the agenda.

4. Approve minutes of the December 18, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the December 18, 2024 Planning Commission meeting; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Ken Halliburton

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

Aye: Jami Averwater
Ken Halliburton
Reggie Harris
Bryan Prince
Shawn Wright
Kathy Jones
Abstain: Tristan Carroll
Nay: None

Zoning application [2024-419] for approximately 4.0 acres located along North Rutherford Boulevard and Old Lascassas Road to be rezoned from CF to PCD (Lascassas Crossings PCD), HEMG, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Bill Huddleston (design engineer) and Mr. Clyde Rountree (landscape architect) were in attendance representing the application. Mr. Clyde Rountree gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing.

1. **Ms. Leslee Dodd Karl, 1521 Stratford Hall Circle** –requested the Planning Commission consider what type businesses would be allowed, extend the buffer, and clarify the ingress and egress for this development.

Chair Kathy Jones closed the public hearing.

Mr. Bill Huddleston came forward to explain the proposed access locations.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

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

Nay: None

Zoning application [2024-421] to amend the PCD zoning (East Side Village PCD) on approximately 1.94 acres located along North Rutherford Boulevard, CSC Properties, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Brian Grover (landscape architect) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, 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.

1. **Mr. Kenneth Haynes, 212 & 214 Yearwood Avenue** – voiced several concerns, including that he opposes any access from this proposed development to be permitted onto Yearwood Avenue, and he requested that no dumpsters be allowed near Yearwood Avenue.

ORDINANCE 25-OZ-03 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 4.0 acres located along North Rutherford Boulevard and Old Lascassas Road from Commercial Fringe (CF) District to Planned Commercial Development (PCD) District (Lascassas Crossings PCD); HEMG, LLC, applicant [2024-419]

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

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

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

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

Passed:

1st reading _____


2nd reading _____

ATTEST:

Erin Tucker
City Recorder

Shane McFarland, Mayor

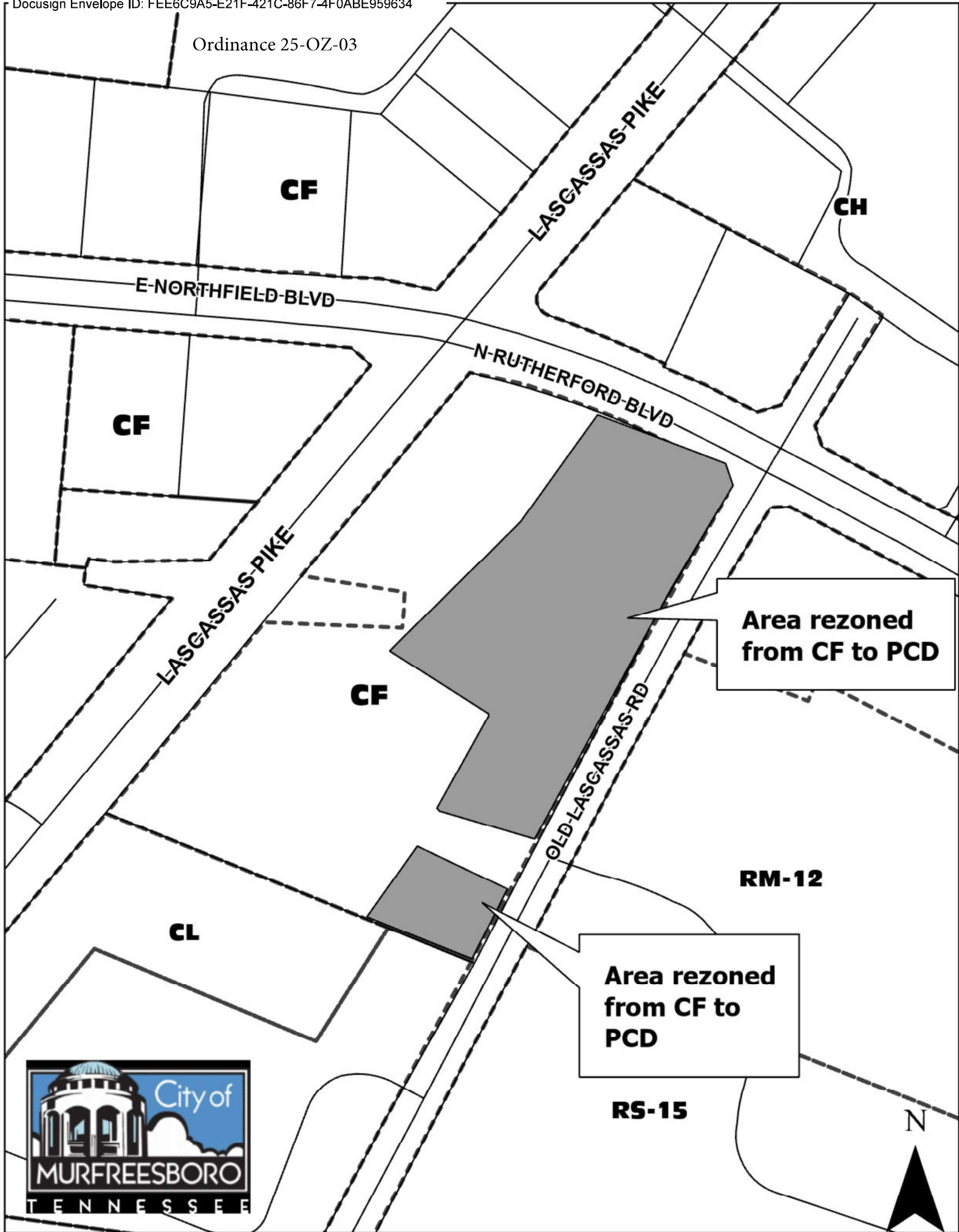
APPROVED AS TO FORM:

Signed by:


43A2035E61F9401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 25-OZ-03



COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Amending the PCD zoning for property along North Rutherford Boulevard
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Amending the PCD zoning of approximately 1.94 acres located along the east side of North Rutherford Boulevard north of Louise Street.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request on January 8, 2025.

Background Information

CSC Properties, LLC presented to the City a zoning application [2024-421] to amend the existing PCD (Planned Commercial District) zoning on approximately 1.94 acres located along the east side of North Rutherford Boulevard. During its regular meeting on January 8, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval subject to the proposed fencing along the north and south boundaries of the development being extended all the way to North Rutherford Boulevard.

Council Priorities Served

Improve Economic Development

This rezoning will enable the development of two free-standing food service uses to serve the east side of the City adjacent to the MTSU campus. In addition, the proposed development will create employment opportunities for the community and generate tax revenue for the City.

Attachments:

1. Ordinance 25-OZ-04
2. Maps of the area

3. Planning Commission staff comments from 01/08/2025 meeting
4. Draft Planning Commission minutes for 01/08/2025 meeting
5. Amended East Side Village PCD pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 8, 2025
PROJECT PLANNER: HOLLY SMYTH**

5.c. Zoning application [2024-421] to amend the PCD zoning (East Side Village PCD) on approximately 1.94 acres located along North Rutherford Boulevard, CSC Properties, LLC applicant.

There are 2 existing parcels involved in this PCD (Planned Commercial District) zoning amendment known as 232 North Rutherford Boulevard/219 Yearwood Avenue and 213 Yearwood Avenue (aka Parcels 4.00 and 5.00 of Tax Map 103C, Group A, containing approximately 1.5 and 0.4 acres, respectively).

Adjacent Zoning and Land Uses

The surrounding area consists of a mixture of zoning types and land uses. The existing land uses are single-family residential to the south, east, and north and commercial uses to the west across North Rutherford Boulevard, including a gas station and a multi-tenant retail building.

Zoning of the adjacent properties to east includes RM- Medium Density Residential in unincorporated Rutherford County. The land to the south is zoned RS-15 in the City of Murfreesboro and RM in Rutherford County. The land to the west across North Rutherford is zoned PCD in the City of Murfreesboro. The land to the north is zoned RM in Rutherford County and RS-15 (Single-Family Residential District) in the City of Murfreesboro.

Proposed PCD Amendment

The original PCD approved in 2020 involved one large 11,100 square foot multi-tenant commercial building on one consolidated lot with one drive-thru use. The original site plan layout had identified one central access point from North Rutherford Boulevard and an access easement for a potential future access drive to Yearwood Avenue should Rutherford County permit it. The circulation layout is essentially the same with this amendment with a center turn-lane being added to the median.

The new proposal now involves reconfiguring the existing 2 lots to accommodate two (2) drive-thru restaurants that would be for mobile order pick-up only, with no ordering speakers and only menu boards. **Page 8** of the program book shows the conceptual site and landscape plan layout. The northern building is anticipated to be a 950 square foot coffee kiosk for Dutch Brothers with 15 regular parking spaces and 1 handicapped space (whereas only 10 parking spaces are required), and a 13-car queuing lane for the drive-thru (whereas only 10 queuing spaces are required). The southern building is anticipated to be a 2,295 square foot Chipotle restaurant with 24 regular parking spaces and 1 handicapped space (whereas only 23 parking spaces are required), and a 10-car queuing lane for the drive-thru (with 10 queuing spaces required). It should be noted that, while Dutch Bros and Chipotle have been identified as the potential occupants, this rezoning would not preclude other businesses from occupying the

buildings, as long as their operations were consistent with the commitments made in the pattern book.

On November 30, 2023 the City Council approved a sewer variance for these 2 properties plus an adjacent 3rd property to the north with 1.83 acres known as parcel 3.00 of Tax Map 103C, Group A to develop at 19.57 sfu's (single-family unit equivalents) total on 3.66 acres. The third parcel did not move forward with this amendment, and therefore it was determined that these two parcels have a total of 10.37 sfu's approved for the two uses. This development proposal falls within the granted variance.

Landscaping along the eastern side of both proposed lots includes a 15' Type D buffer option 1, with a row of trees followed by a 6' opaque fence and another row of trees. On the northern and southern boundaries of the overall site, a 15' Type D buffer option 1, with a 6' black chain link fence to better accommodate the future land use of Neighborhood Commercial directly north and south of the subject properties.

Exceptions are shown in the Program Book page 18 based on the comparative zone of CF, development standards of setbacks, lot size, lot width, building height, open space, formal open space, and lot coverage and the proposed PCD zone. The proposed PCD zoning currently calls out for exceptions to the following comparative standards:

- Requesting an exception to the required 15-ft wide Type 'D' landscape buffer along small segments of the northwest and southwest corners of the property to allow for future driveway connections to adjacent properties.
- Requesting an exception to allow outdoor dining spaces for commercial properties to be counted towards formal open space requirements.
- Requesting an exception to the (4) North Rutherford Boulevard to utilize shrubs in lieu of trees at the driveway entrance and sidewalk in lieu of trees at the pedestrian entries as shown on page 18 of the program book.
- Requesting an exception from the stormwater beautification requirements for those portions of the stormwater facilities adjacent to required buffers.
- Requesting an exception that the internal side setback for accessory structures be reduced from 5' to 0'.

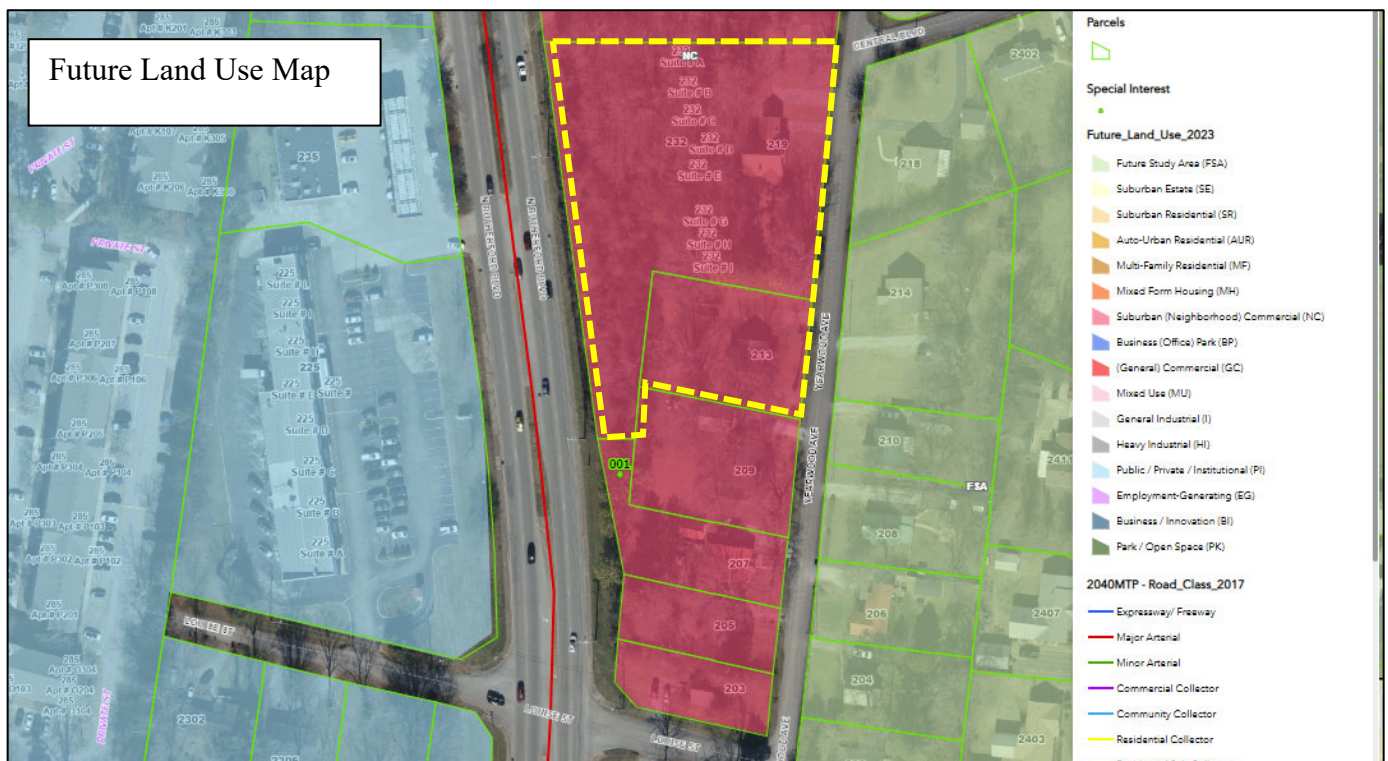
Future Land Use Map

The future land use map (FLUM) contained in the Murfreesboro 2035 Comprehensive Plan, designates the two properties of the project as NC-Neighborhood Commercial. The NC – Neighborhood Commercial character areas are generally outside the downtown and “are commercial and office nodes that are automobile oriented but designed at a neighborhood scale and cater to pedestrians in Neighborhood Commercial configurations. Rather than designing linear strips, these neighborhood commercial centers occupy much smaller building footprints than typical businesses found at significant transportation intersections and provide neighborhood conveniences such as coffee shops, drug stores, professional services, and boutique retail uses. Small food markets are often accompanied by convenience stores and personal service establishments such as banks, dry cleaners, and small-scale drug stores.

Characteristics of this designation state that “development should be small-scale, low-intensity land uses, generally about the same scale and intensity level (building size, shape, and footprint) as residential development within the suburban estate or suburban residential character. Parking is often not the dominant view and may be screened by garden walls and ornamental hedges. Signage is significantly reduced in size and additional buffers and transitions will be important. Drive-thrus are discouraged, however, they may be allowed if they are integrated into the design to not be prominent.” The existing approved PCD only had one freestanding monument sign approved as part of the development originally. Based on this policy direction, staff asked that the height of the potential 2 monument signs flanking the main entrance at North Rutherford Boulevard be limited to 6’ maximum height for pedestrian scale.

The Comprehensive Plan states that NC areas have pedestrian and bicycle facilities integrated into the layout. Additionally, the Murfreesboro Greenways, Blueways, and Bikeways Master Plan (GBBP) designates Rutherford Boulevard from Church Street to Northfield Boulevard as a recommended Multi-Use path as part of an effort to “link MTSU to future greenway via trails (via Rutherford Blvd Multi-Use Path)”. Bike racks are being integrated with each site to support these bike facilities. Maximum building heights are proposed to be 35’, however the elevations proposed now are at 21’ and 24’ with 2 very small-scale buildings. The Compatible zoning districts include CF, OG, CM, PCD/PUD, and other zoning districts to be evaluated on a case-by case basis.

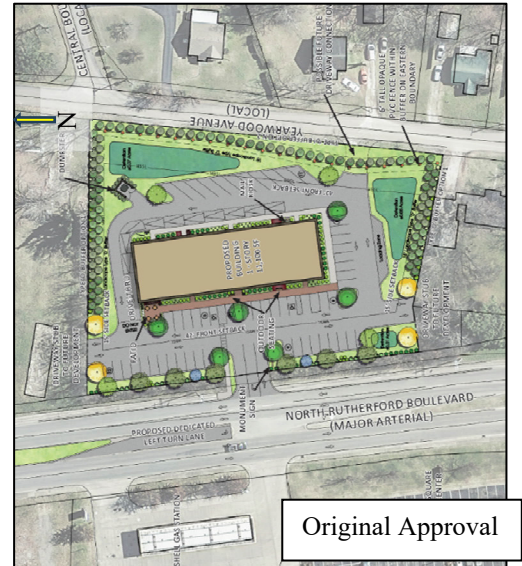
Staff believes the proposed amended PCD zoning serves a local need in close proximity to the MTSU campus and is consistent with the Future Land Use Map designation described above.



Department Recommendation

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

- 1) Generally consistent with the type of development allowed in the original East Side Village PCD shown to the right.
- 2) Generally consistent with the commercial development to the west across North Rutherford.
- 3) It is consistent with the future land use map depicted above and comprehensive plan policies.
- 4) The design is small scale in size/ height/ location and neither business will incorporate the use of speaker box systems (even though both buildings are drive-thru uses).
- 5) Heavy landscape buffers are incorporated into the north, east, and southern perimeters of the site to appropriately screen the proposed commercial uses from adjacent residential uses, with solid 6' solid fencing along the easterly boundary and 6' chain link fencing along the northern and southern boundaries with full buffer landscape.
- 6) North and south drive approach extensions will allow future developments to the north and south to more easily share critical access points (with an additional potential future access point being provided to Yearwood Drive to the east if permitted by the County in the future).
- 7) Signage is significantly reduced by limiting the proposed monument signage to 6' maximum height consistent with the Comprehensive Plan policy.
- 8) Bike racks are included at both businesses to provide support facilities for the multi-use path along Rutherford Boulevard as stated in the GBBP (thereby providing transportation alternatives to employees or customers).

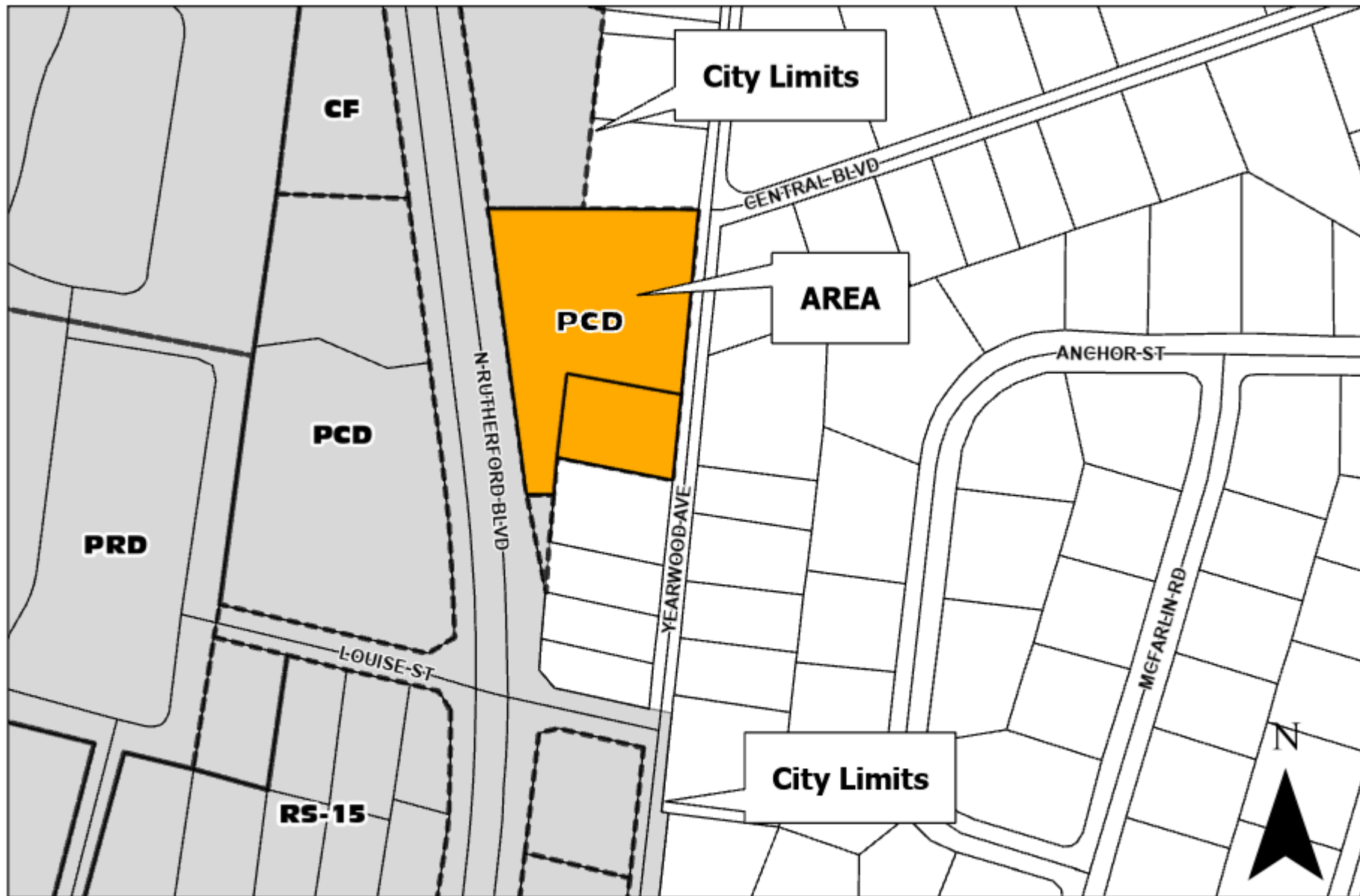


Action Needed

The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should conduct a public hearing and then formulate a recommendation to City Council.

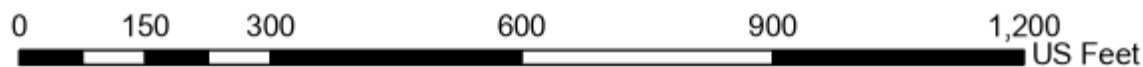
Attachments:

- NoOrtho Map
- Ortho Map
- Updated Program Book



Zoning request for property along North Rutherford Boulevard & Yearwood Avenue
PCD Amendment (East Side Village PCD)

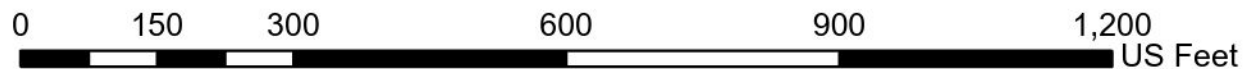
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov





Zoning request for property along North Rutherford Boulevard & Yearwood Avenue
PCD Amendment (East Side Village PCD)

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





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

Creating a better quality of life

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: CSC Properties, LLC

Address: 5795 Ulmerton Road Suite 200 City/State/Zip: Clearwater, Florida 33760

Phone: (727) 446-3444

E-mail address: [REDACTED]

PROPERTY OWNER: Greenland Partners, LLC

Street Address or
property description: 232 North Rutherford Boulevard & 213 Yearwood Avenue

and/or Tax map #: 103C Group: A Parcel (s): 4.00 & 5.00

Existing zoning classification: PCD

Proposed zoning classification: PCD Acreage: 1.94 Acres

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): [Signature]

DATE: 11/13/2004

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

Date received:

MPC YR:

MPC #:

Amount paid:

Receipt #:

EAST SIDE VILLAGE

A REQUEST FOR AN AMENDMENT TO THE PREVIOUSLY APPROVED PLANNED COMMERCIAL DISTRICT (PCD#2019-442)

Murfreesboro, Tennessee



SEC Project #19002



Initial Submittal

November 14, 2024

Resubmitted

December 9th, 2024 for the
December 18th, 2024
Planning Commission Meeting

Resubmitted

January 2nd, 2025 for the
January 8th, 2025
Planning Commission Public Hearing

Resubmitted

January 24nd, 2025 for the
February 6th, 2025
City Council Public Hearing

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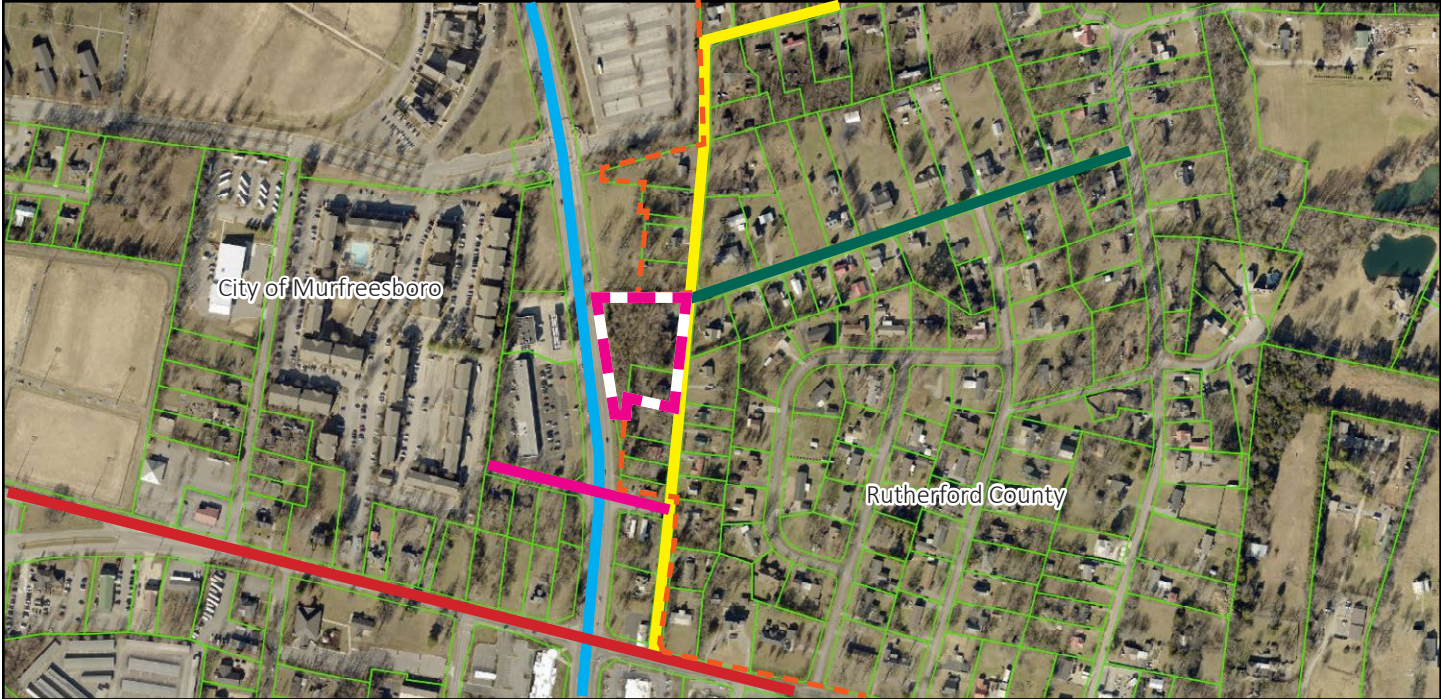
Company Name: SEC, Inc.
Profession: Planning.Engineering.Landscape Architecture
Attn: Rob Molchan / Matt Taylor
Phone: (615) 890-7901
Email: [REDACTED]
Web: www.sec-civil.com

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

Company Name: CSC Properties, LLC
Profession: Developer
Attn: Andrew Smith
Phone: (727) 446-3444
Email: [REDACTED]
Web: www.cscproperties.com

5795 Ulmerton Road Suite 200
Clearwater, Florida 33760

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AERIAL PHOTOGRAPH

Not To Scale

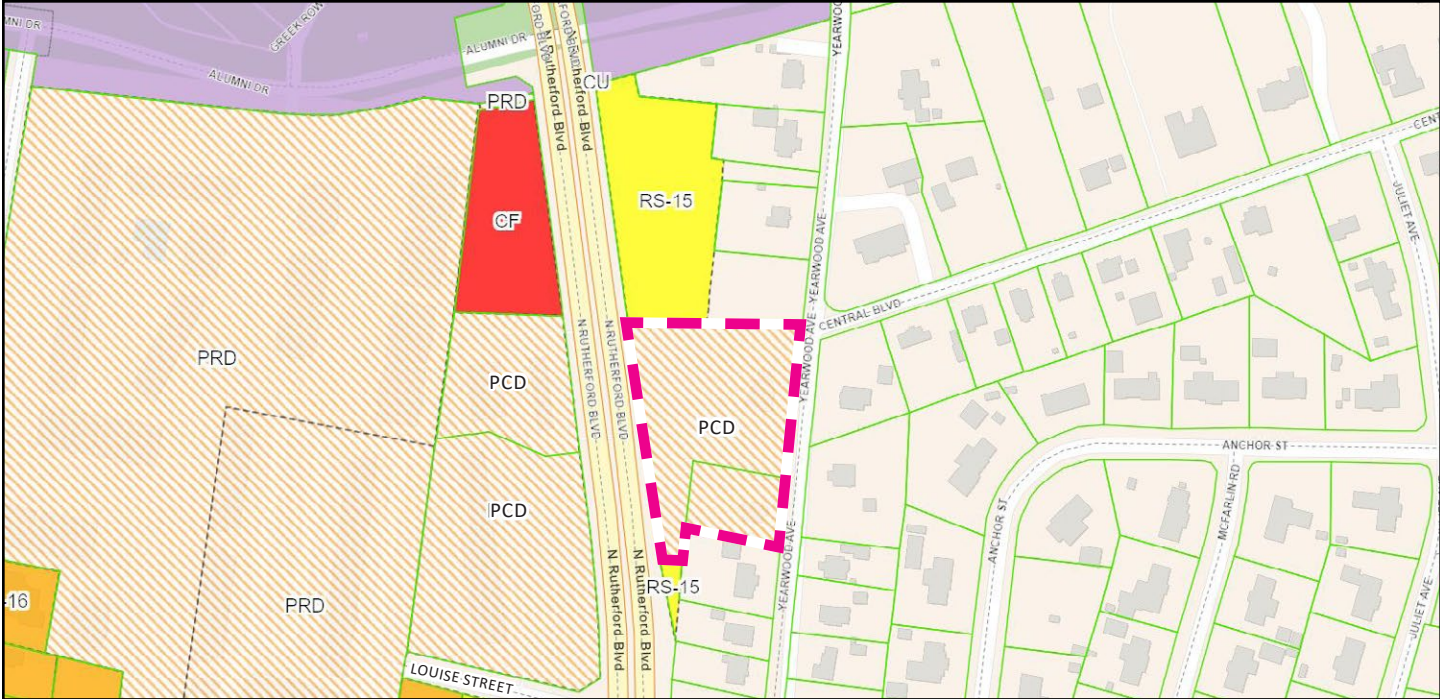
- North Rutherford Boulevard
- Yearwood Avenue
- East Main Street
- Louise Street
- Central Boulevard
- Murfreesboro City Limits



Site Boundary

CSC Properties, LLC respectfully requests an amendment to the East Side Village PCD at 232 North Rutherford Boulevard and 213 Yearwood Avenue. The property is located along the eastern side of North Rutherford Boulevard, north of Louise Street. The site is identified as Parcels 4.00, & 5.00 of Tax Map 103C Group A, and is approximately 1.94 acres.

The request for amending the East Side Village PCD is to revise the previous concept plan to provide two lots of record for two stand alone users. The development is envisioned to provide two commercial drive-thru restaurant buildings to complement the surrounding developments, neighborhoods, and MTSU campus. The development will consist of two single-story buildings with adequate parking to service the patrons and employees. Building elevations will be constructed of masonry materials to add quality and character to the community. Each building shall have foundation landscaping along all elevations, except those which face a drive-thru. The entrance will incorporate signage along North Rutherford Boulevard.



ZONING MAP

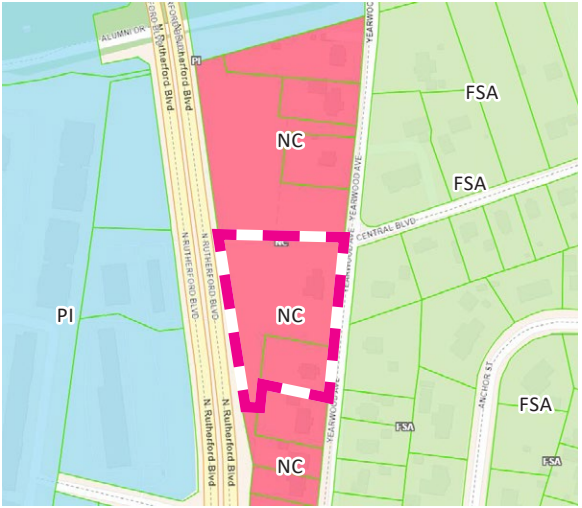
Not To Scale

- RS-15 Single-Family Residential (RS-15)
- RM-16 Multi-Family Residential (RM-16)
- CU College and University (CU)
- PRD Planned Residential District (PRD)
- PCD Planned Commercial District (PCD)
- CF Commercial Fringe (CF)
- RM Medium Density Residential (RM)



Site Boundary

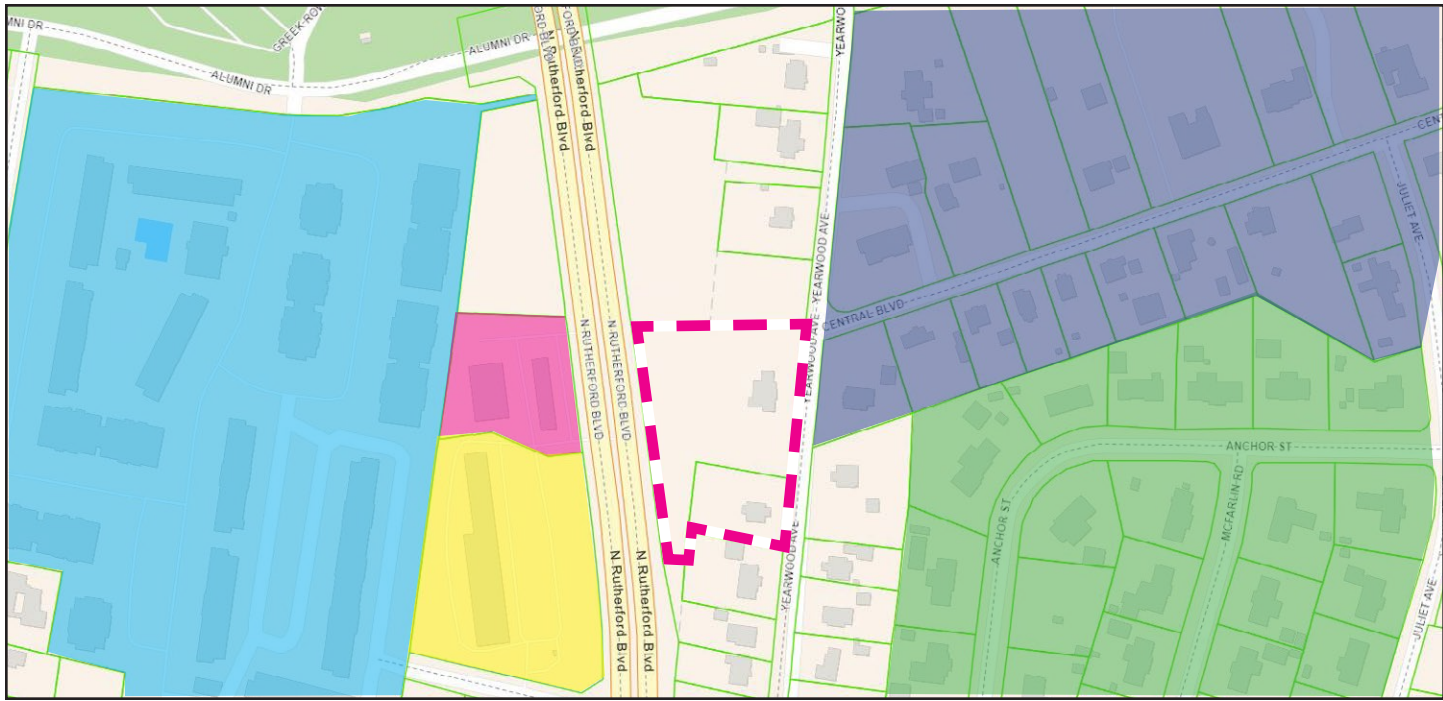
The surrounding area consists of a mixture of zoning types and land uses. The land to east is zoned RM in Rutherford County. The land to the south is zoned RS-15 in the City of Murfreesboro and RM in Rutherford County. The land to the west is zoned PCD, PRD, & CF in the City of Murfreesboro. The land to the north is zoned RM in Rutherford County and RS-15 in the City of Murfreesboro



2035 FUTURE LAND USE MAP

The Murfreesboro 2035 Future Land Use Map Amendment proposes this area as Suburban (Neighborhood) Commercial (NC). The character of this land use includes small-scale, low intensity land uses clustered at intersections of community collector thoroughfares. Development types for this land use include offices, convenience stores, coffee shops, banks, etc. Generally compatible zoning districts include CF, OG, CM, PCD, and PUD.

The proposed development aligns closely with the Murfreesboro Future Land Use Map in terms of provided development types, scale, and location.



SUBDIVISION MAP

Not To Scale

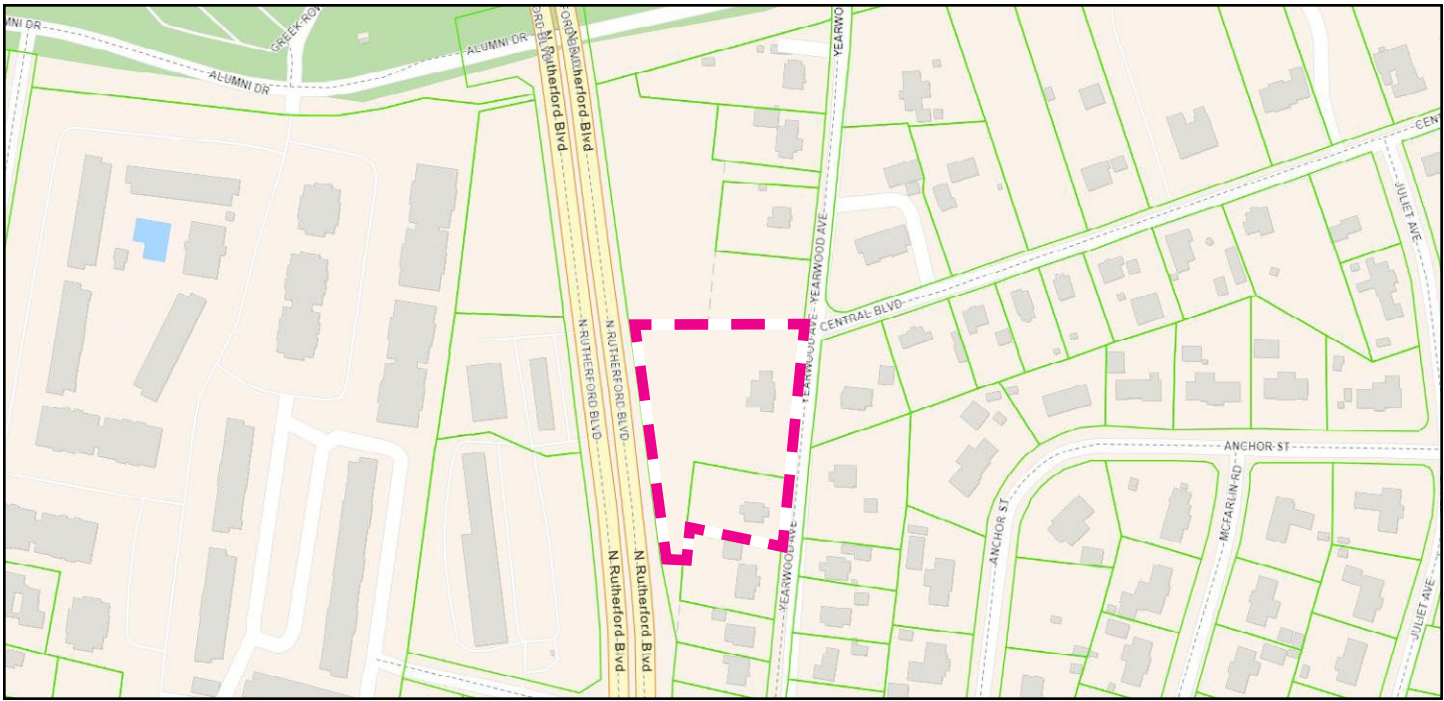
- Albion at Murfreesboro
- Yearwood Commercial Shopping Center
- Shell Gas Station
- Oakwood Heights
- McFarlin



East Side Village is surrounded by a mixture of residential subdivisions and commercial properties. Albion at Murfreesboro is a recently renovated residential apartment complex to the west of this development. Buildings in this development are 3-stories tall with brick along the first floor and vinyl siding on the second and third floors.

Oakwood Heights is a residential subdivision to the east of this development. This subdivision consists of a mixture of single-family detached homes with varying styles, materials, and colors. Most homes have either a single-car side-entry garage, or detached covered structures over driveways.

The Shell Gas Station and the Yearwood Commercial Shopping Center are located to the west across North Rutherford Boulevard. These commercial businesses provide the surrounding neighborhoods variety of services, including dining and shopping. Businesses within the Yearwood Commercial Shopping Center include, but are not limited to, 615 International Market, Kitchen Way, Good Deal Everything, and Thai Spice.

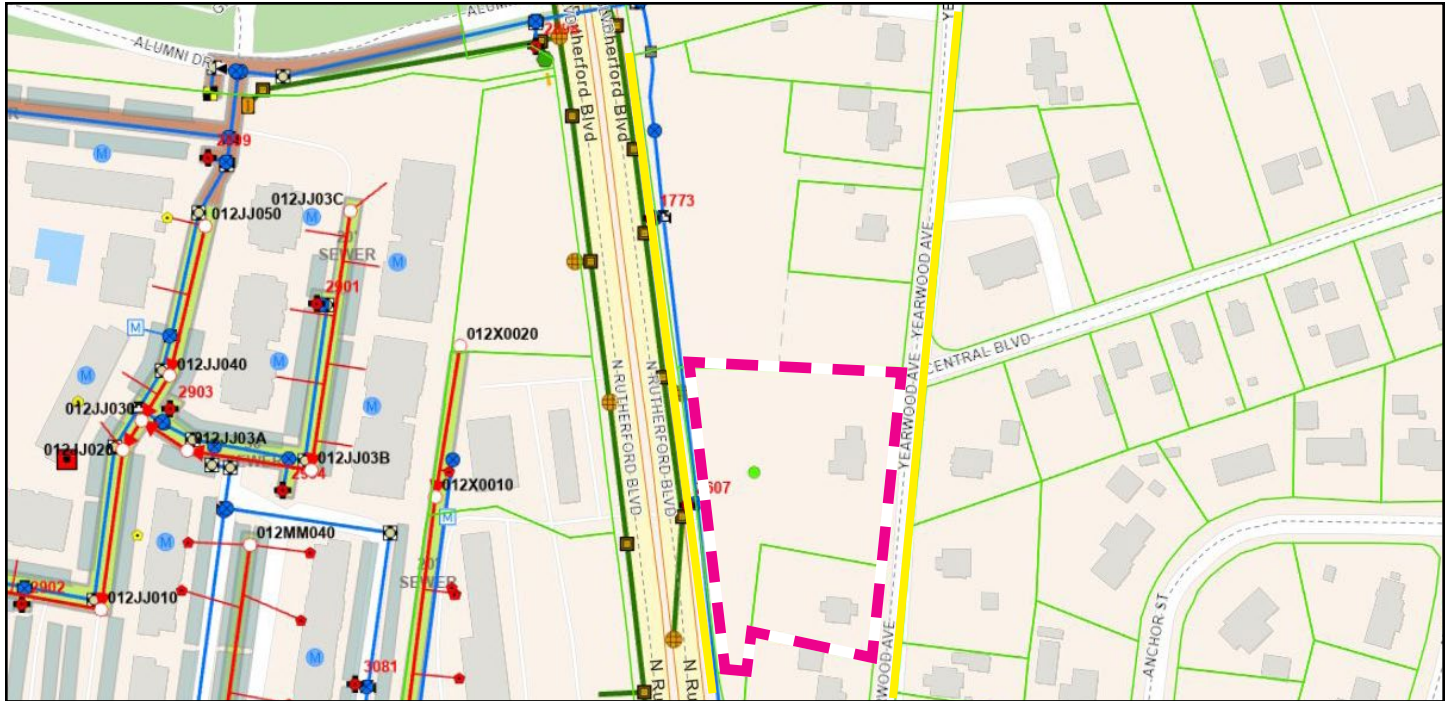


2040 MAJOR TRANSPORTATION PLAN

Not To Scale



The property has/will have access to the existing public rights-of-way of North Rutherford Boulevard through one entrance. No roadways within or surrounding this development are on the Murfreesboro 2040 Major Transportation Plan. North Rutherford boulevard is currently built as a 4-lane roadway with a landscaped central median, and provides sidewalks on both sides of the road. Yearwood Avenue is currently built as a 2-lane roadway without curb & gutter or sidewalks.



UTILITY MAP

Not To Scale

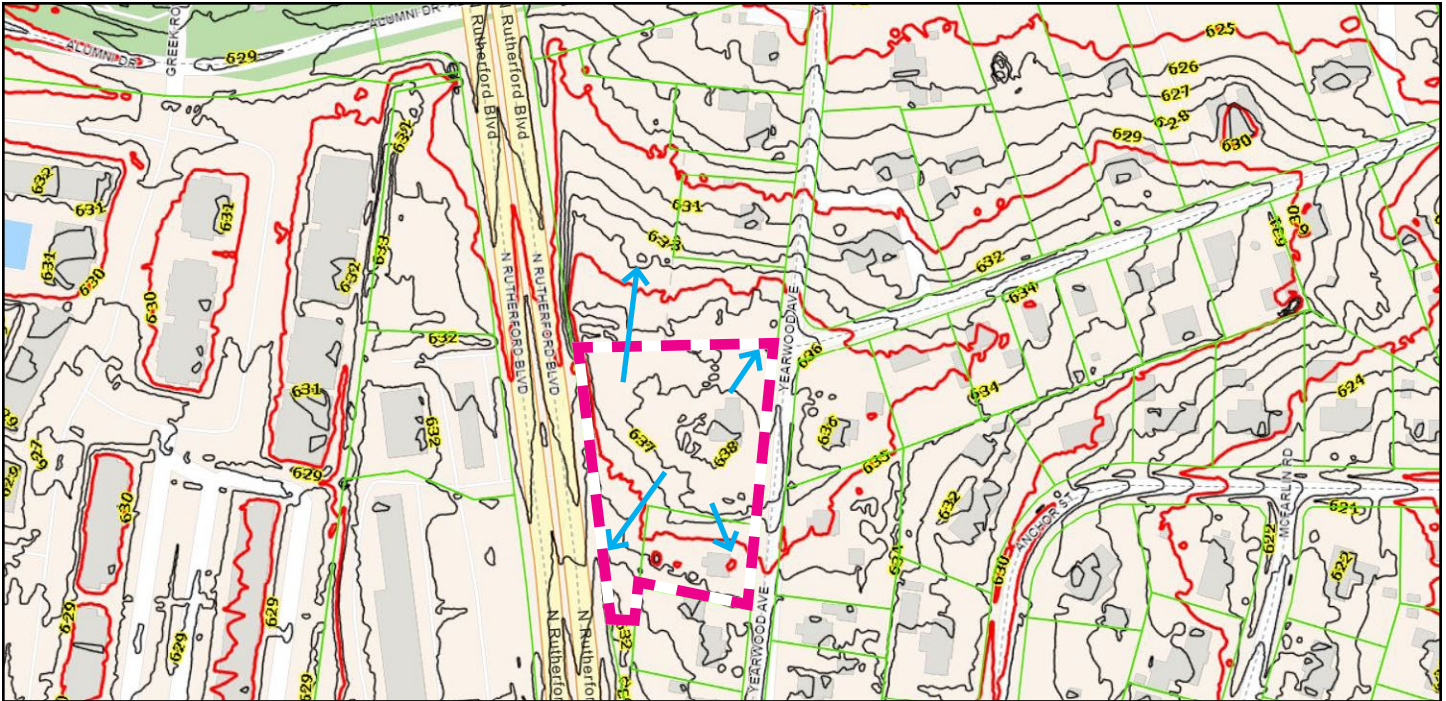


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 16 inch ductile iron water line along North Rutherford Boulevard for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

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



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



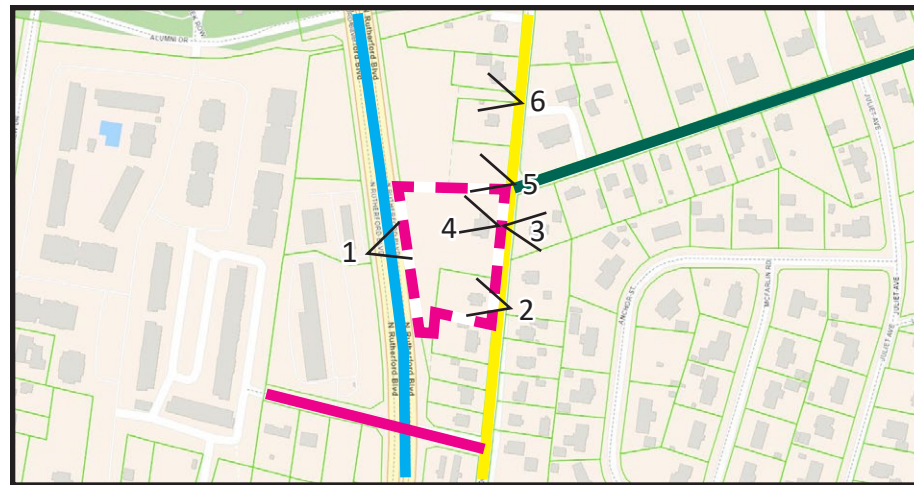
HYDROLOGY AND TOPOGRAPHY

Not To Scale



The topographic map above shows the site's topographic high point generally at the center of the property. From this high point, the property drains towards the north and the south. Stormwater that drains to the north flows along Yearwood Avenue and continues flowing north along an existing drainage channel. Stormwater that drains to the south flows into the existing ditch along North Rutherford Boulevard before turning north. All stormwater that drains from this site flows into existing ditches that lead to Weatherly Lake on MTSU's campus to the north.

No portion of this site lies within a FEMA designated Floodway or Floodplain per FEMA Flood Panel 47149C0280J eff. 05/09/2023.



- North Rutherford Boulevard
- Yearwood Avenue
- Louise Street
- Central Boulevard



Site Boundary

PHOTO DIRECTION MAP

Not To Scale



View of Entrance From North Rutherford Boulevard Looking East



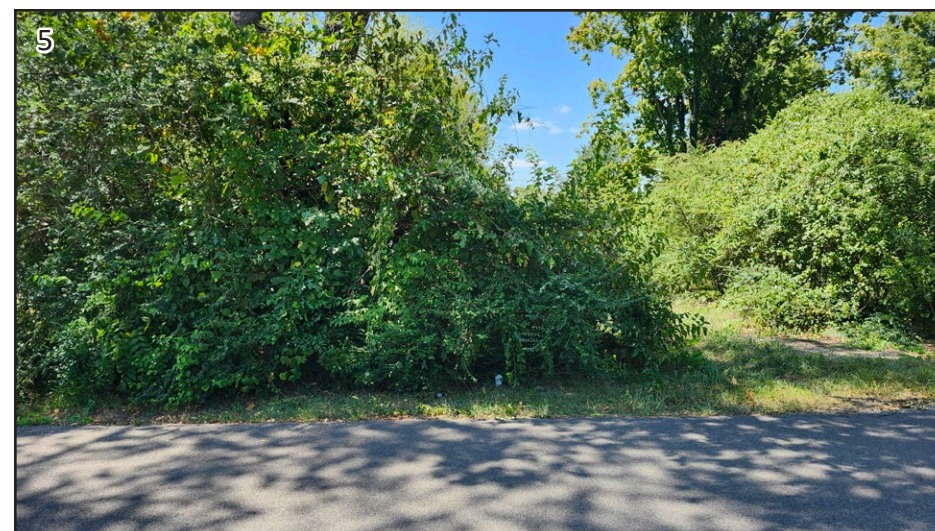
View of Existing House On-Site Looking West



View of Neighboring Residence Looking East



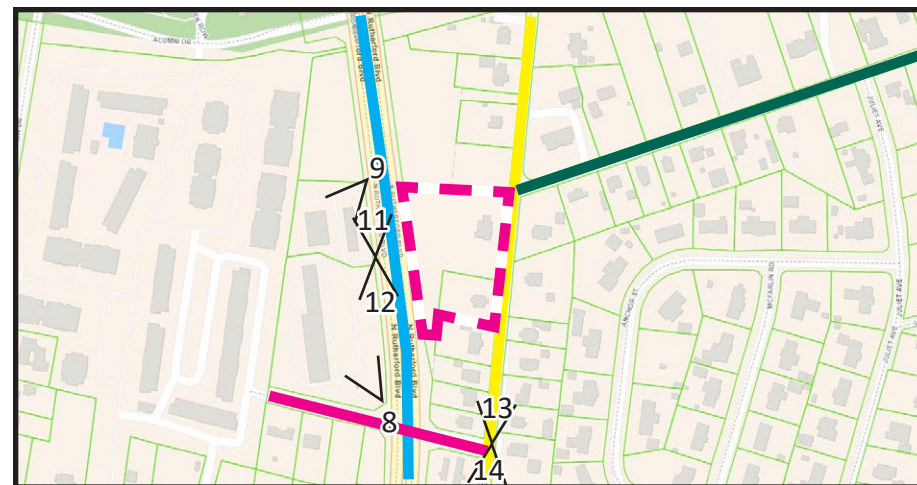
View of Existing House On-Site Looking West



View from Yearwood Avenue and Central Boulevard Intersection Looking West



View of Lot Flag Looking West



- North Rutherford Boulevard
- Yearwood Avenue
- Louise Street
- Central Boulevard



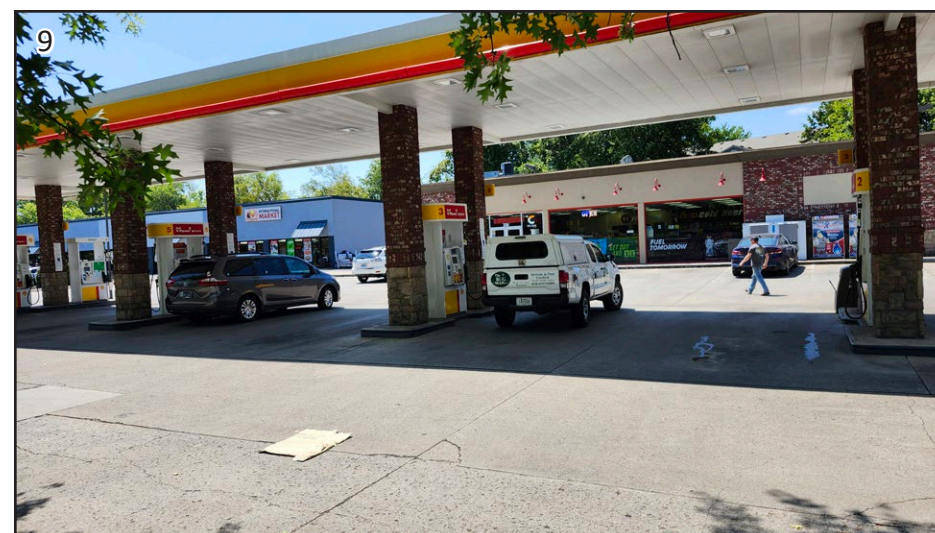
Site Boundary

PHOTO DIRECTION MAP

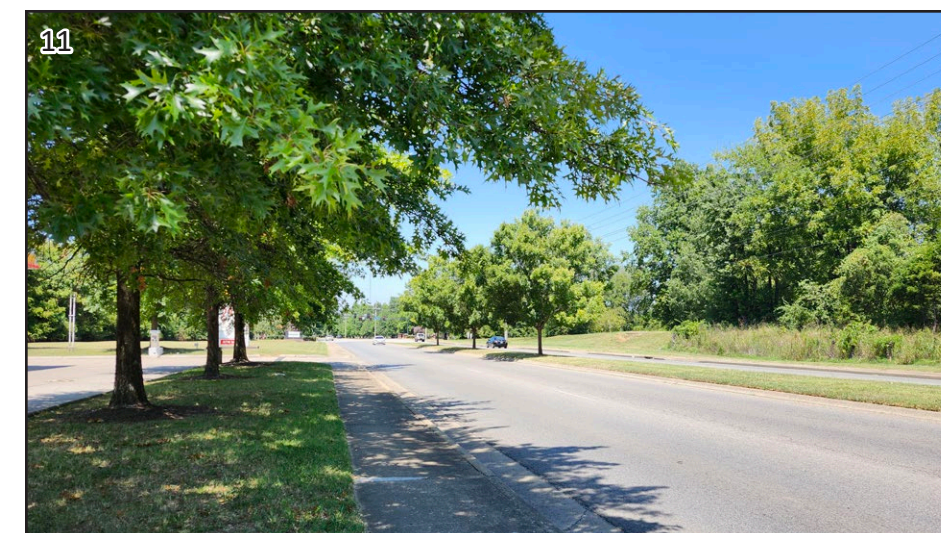
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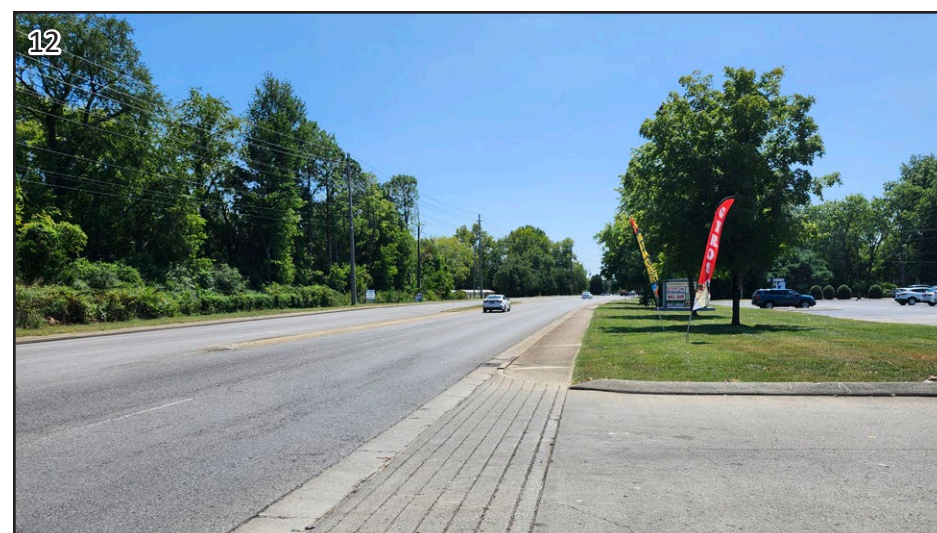
View of Yearwood Commercial Shopping Center Looking Northwest



View of Shell Gas Station Looking East



View From Proposed Entrance Looking North



View From Proposed Entrance Looking South



View of Yearwood Avenue and Louise Street Intersection Looking North









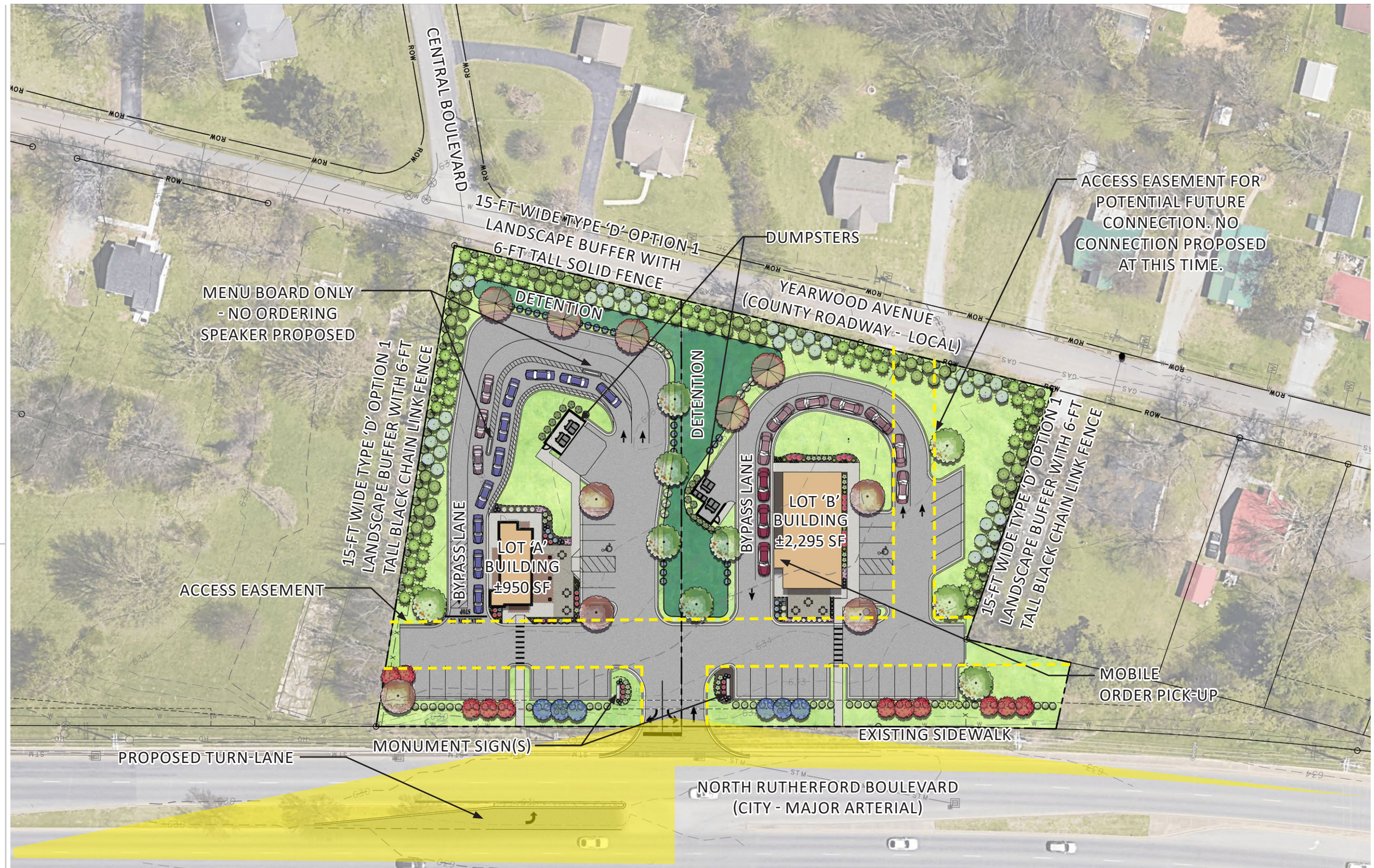
View of Yearwood Avenue and Louise Street Intersection Looking South

Total Land Area:	±1.94 Acres
Lot 'A' Land Area:	±0.91 Acres
Lot 'B' Land Area:	±1.03 Acres
Stormwater Provided:	±0.16 Acres (8%)

Lot 'A' Land Area:	±0.91 Acres
Required Open Space:	±0.18 Acres (20%)
Min. Provided Open Space:	±0.18 Acres (20%)
Required Formal Open Space:	±0.03 Acres (3%)
Min. Provided Formal Open Space:	±0.03 Acres (3%)

Lot 'B' Land Area:	±1.03 Acres
Required Open Space:	±0.21 Acres (20%)
Min. Provided Open Space:	±0.21 Acres (20%)
Required Formal Open Space:	±0.03 Acres (3%)
Min. Provided Formal Open Space:	±0.03 Acres (3%)

-  Proposed Buildings
-  Open Space
-  Detention Pond
-  Roadway
-  Sidewalk
-  Site Triangle Clearance



*REMOVAL OF PORTIONS OF THE LANDSCAPE BUFFER FENCING SHALL BE ALLOWED BACK TO THE VEHICULAR ACCESS POINTS WHEN ADJACENT PROPERTIES DEVELOP.



Development Standards:

- All parking will be located at least 10-feet from public rights-of-way and adjacent property lines.
- All parking areas shall be screened from public rights-of-way via landscaping.
- Any solid waste enclosure shall be constructed of materials consistent with building architecture, be at least 8-feet tall, with opaque gates, and shall be enhanced with landscaping.
- All service areas shall be screened to help mitigate the view from public rights-of-way and adjacent properties.
- The development shall provide pedestrian connections to North Rutherford Boulevard.
- Monument signage shall be placed along North Rutherford Boulevard. Example locations are provided on the concept plan, but actual location may vary. Monument signage along North Rutherford Boulevard shall be limited to a maximum 6-ft height.
- Development signage shall comply with the City of Murfreesboro Sign Ordinance.
- Removal of portions of the Landscape Buffer fencing shall be allowed back to the vehicular access points when adjacent properties develop.
- All mechanical equipment located on the ground (i.e. HVAC and transformers) shall be screened with landscaping or fencing. If mechanical equipment is located on the roof, then they shall be screened from view via a parapet wall.
- All on-site utilities will be underground.
- On-site lighting will comply with the City of Murfreesboro standards to prevent light pollution and provide safety for patrons and employees.
- Requesting the maximum light levels at the shared boundary between Lots A and B to be increased from 0.5 foot-candles to 1.0 foot-candles
- Parking will comply with the City of Murfreesboro Zoning Ordinance.
- All parking will have curbing.
- All common open space and landscape areas on the site shall be owned and maintained by the owners of each lot, or via a common commercial owners association for the development.
- Open space furniture and improvements shall be tenant driven.
- Since North Rutherford Boulevard is on the City of Murfreesboro Bikeway Master Plan, each lot shall provide at least one bike rack to accommodate pedestrian circulation into the site.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed.
- Mail service will be provided via CBU’s on each lot.
- Outdoor Storage is prohibited, including garden and lawn supplies.
- Outdoor speakers for patio are permitted, they just can’t be amplified and shall only be for background ambiance.
- No exterior speaker box(es) will be included with the drive-thrus.



EXAMPLE OF DEVELOPMENT SIGNAGE



EXAMPLE OF TRASH ENCLOSURE



EXAMPLE OF PEDESTRIAN SCALE LIGHTING

PERMITTED USES	
INSTITUTIONS	
Adult Day-Care Center	X
Adult Day-Care Home	X
Church ¹³	X
College, University	X
Day-Care Center	X
Family Day-Care Home	X
Group Day-Care Home	X
Museum	X
Nursing School	X
Philanthropic Institution	X
Public Building	X
Senior Citizens Center	X
School, Public or Private, Grades K - 12	X
AGRICULTURAL	
Farm Labor and Management Services	X
COMMERCIAL	
Amusements, Commercial Indoor	X
Animal Grooming Facility	X
Antique Shop <3,000 sq.ft.	X
Apothecaries (pharmaceuticals only)	X
Art or Photo Studio or Gallery	X
Bakery, Retail	X
Bank, Branch Office	X
Bank, Drive-Up Electronic Teller	X
Bank, Main Office	X
Barber or Beauty Shop	X
Book or Card Shop	X
Business School	X
Business and Communication Service	X
Catering Establishment	X
Clothing Store	X
Coffee, Food, or Beverage Kiosk	X
Commercial Center	X
Delicatessen	X
Dry Cleaning	X
Dry Cleaning Pick-Up Station	X
Financial Services (No Check Advance Businesses)	X
Flower or Plant Store	X
Glass-Stained and Leaded	X
Group Assembly, <250 persons	X
Health Club	X
Ice Retail	X
Interior Decorator	X
Janitorial Service	X
Karate, Instruction	X
Keys, Locksmith	X
Laboratories, Medical	X
Laboratories, Testing	X
Music or Dancing Academy	X
Offices	X
Optical Dispensaries	X
Personal Service Establishment	X
Pet Shops	X
Pharmacies	X
Photo Finishing	X
Photo Finishing Pick-Up Station	X
Reducing and Weight Control Services	X
Restaurant and Carry-Out Restaurant	X
Restaurant, Specialty	X
Restaurant, Specialty - Limited	X
Retail Shop, other than enumerated elsewhere	X
Specialty Shop	X
Veterinary Office	X
Veterinary Clinic	X
Video Rental	X
TRANSPORTATION AND PUBLIC UTILITIES	
Post Office or Postal Facility	X
Telephone or Communication Services	X

Allowable Uses:

The immediate end users for all of East Side Village are, at this time, Dutch Bros and Chipotle. The allowable uses outlined on this page are reflected within the Commercial Fringe (CF) and the General Office (OG) districts, should future tenants be modified.

X - Permitted Uses

Prohibited Uses:

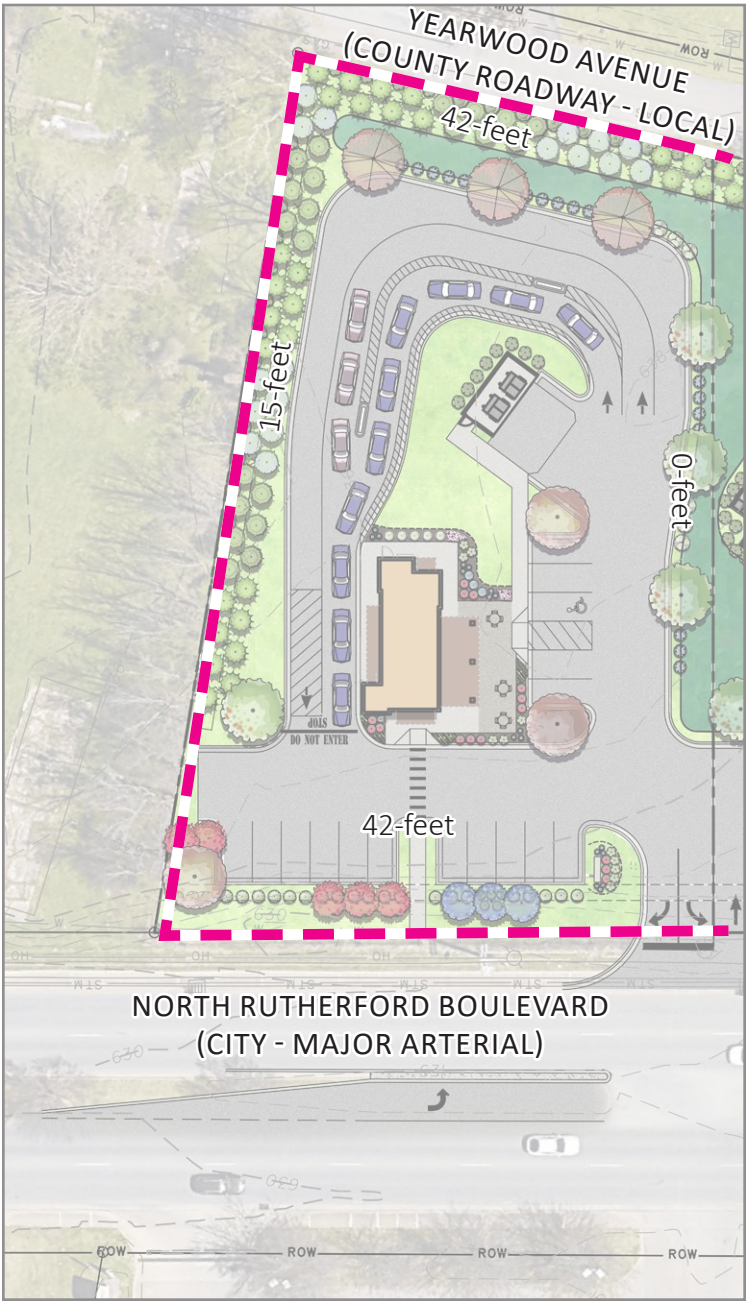
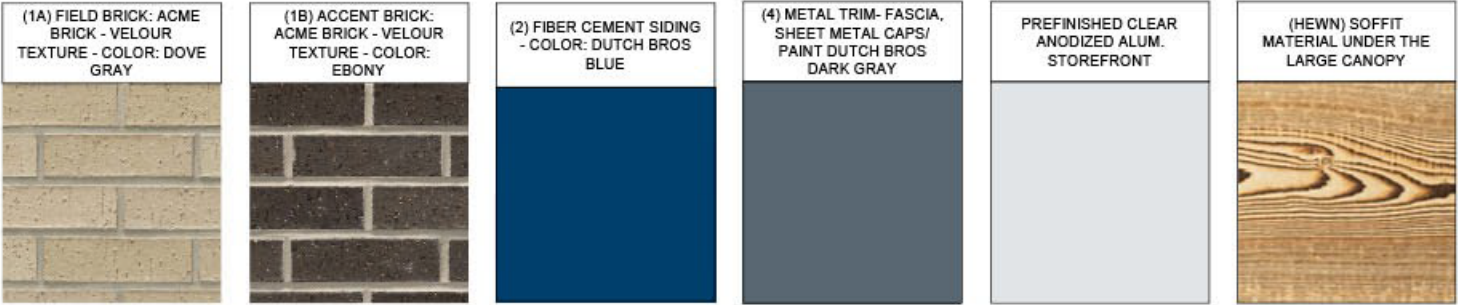
- Bar/Tavern
- Tobacco Sales as Primary Use
- Vape Sales as Primary Use
- No automobile sales and/or service
- Pawn Shop
- Gas Station
- Liquor Store

Lot 'A' Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 1-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- Building foundations shall be accented with a 3-ft wide landscaping bed except where drive-through windows are provided.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials.
- All buildings shall comply with the Murfreesboro Design Guideline standards.

Building Materials:

Front Elevations:	Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)
Side Elevations:	Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)
Rear Elevations:	Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)



LOT A

Building Setbacks

North Rutherford Boulevard:	42-feet
Yearwood Avenue:	42-feet
Internal Side Accessory Setbacks:	0-feet
External Side Setbacks:	15-feet

Lot ‘B’ Architectural Characteristics:

- Building heights shall not exceed 35 feet in height
- All buildings will be 1-story
- Buildings shall have a well-defined architectural base via different materials, colors, changes in pattern, or a combination of these techniques.
- Building foundations shall be accented with a 3-ft wide landscaping bed except where drive-through windows are provided.
- Main entrances are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, change in materials, change in color, and/ or change in building planes.
- Masonry materials (brick, stone, cast stone, synthetic stone) will be the primary building materials.
- All buildings shall comply with the Murfreesboro Design Guideline standards.

Building Materials:

Front Elevations:	Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)
Side Elevations:	Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)
Rear Elevations:	Masonry Materials (i.e. Brick, Stone, Cast Stone, Synthetic Stone)



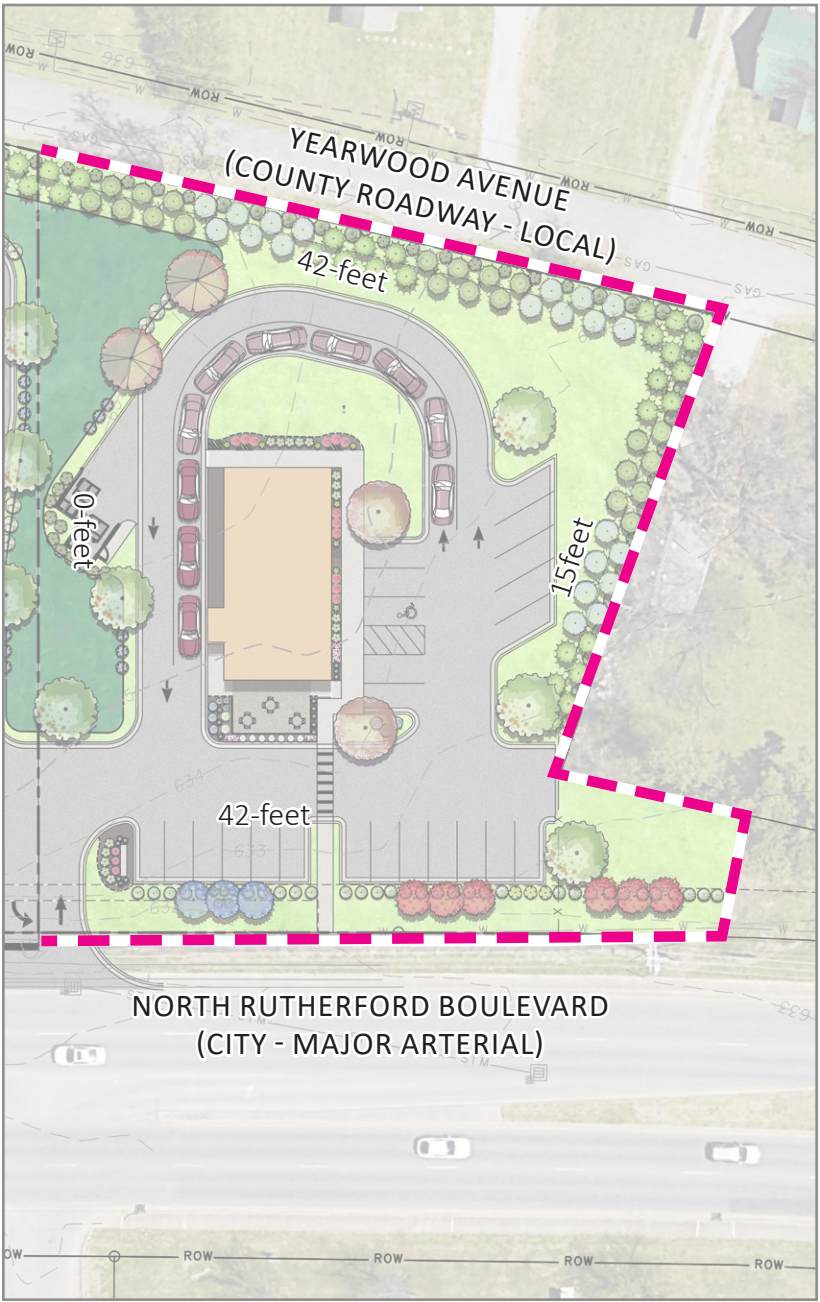
Examples of Brick
(different colors will be allowed)



Examples of Stone Veneer
(different colors, cuts, patterns will be allowed)



Examples of Hardy Board
(different colors, cuts, patterns will be allowed)



LOT B

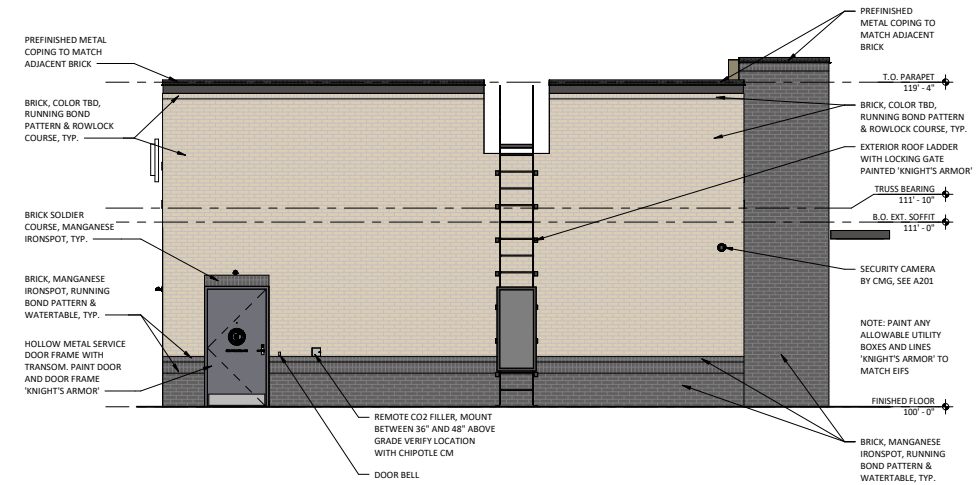
Building Setbacks	
North Rutherford Boulevard:	42-feet
Yearwood Avenue:	42-feet
Internal Side Accessory Setbacks:	0-feet
External Side Setbacks:	15-feet



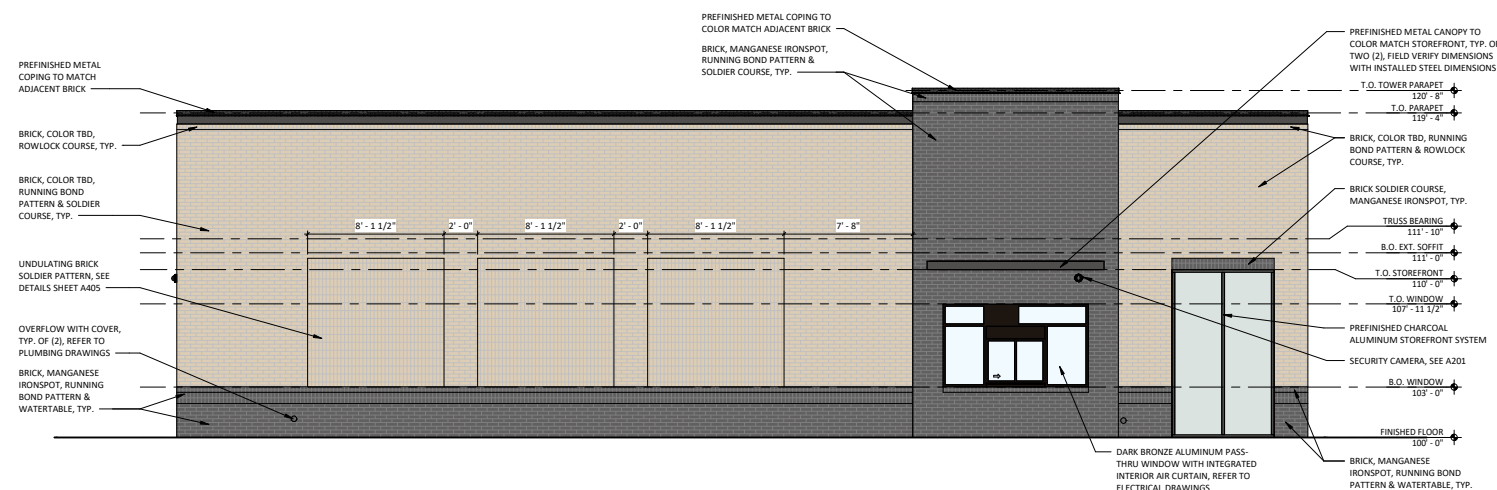
*Architecture shown is illustrative and only meant to convey the general appearance and character of the building. Final architecture shall be provided at the site plan level and will meet design guidelines.



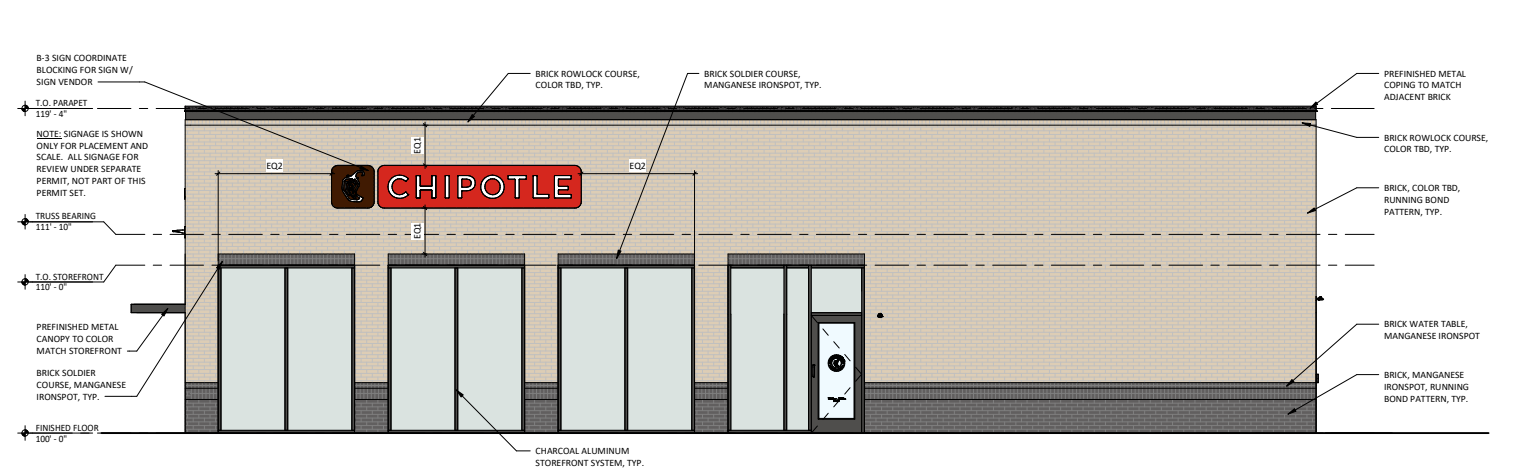
Building B - Western Elevation (Facing North Rutherford Boulevard)



Building B - Eastern Elevation (Facing Yearwood Avenue)



Building B - Northern Elevation (Facing Lot 'A')



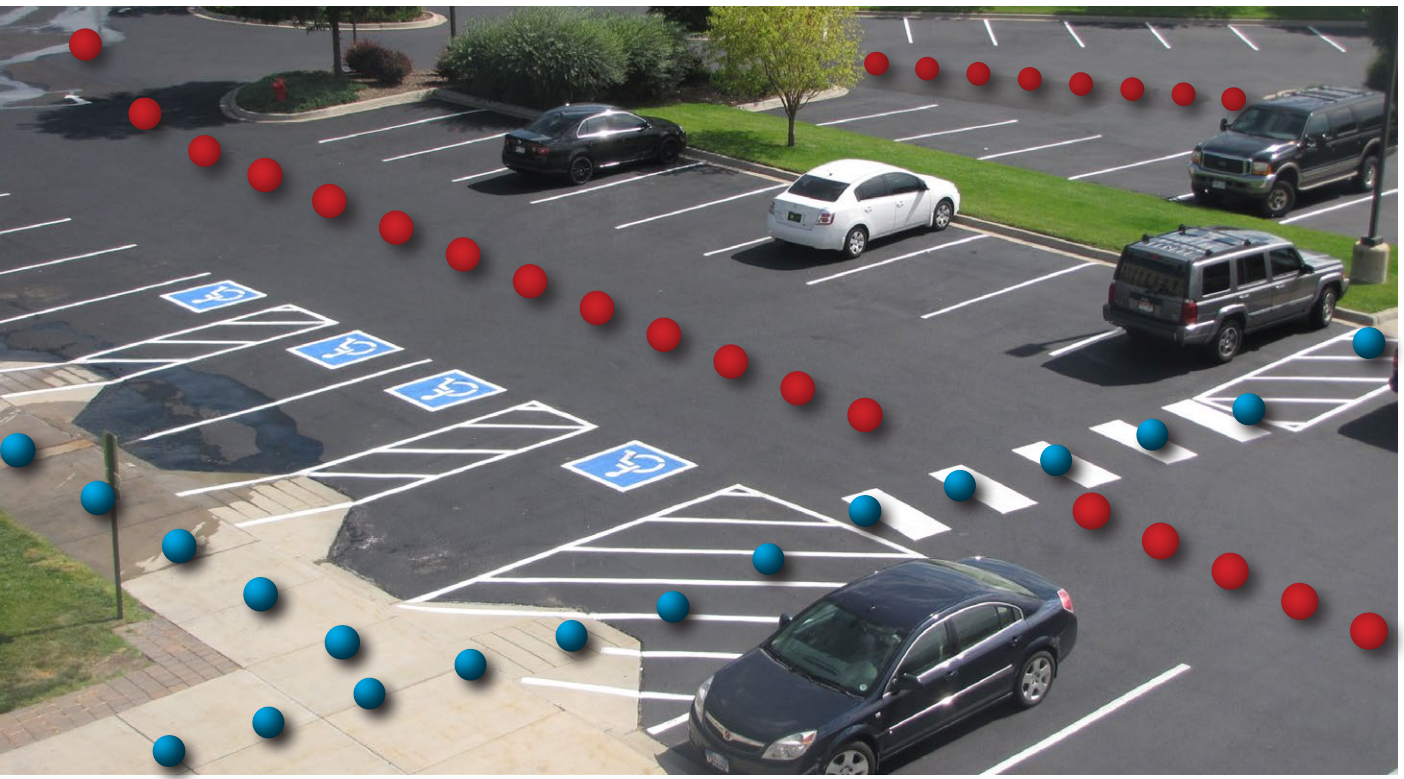
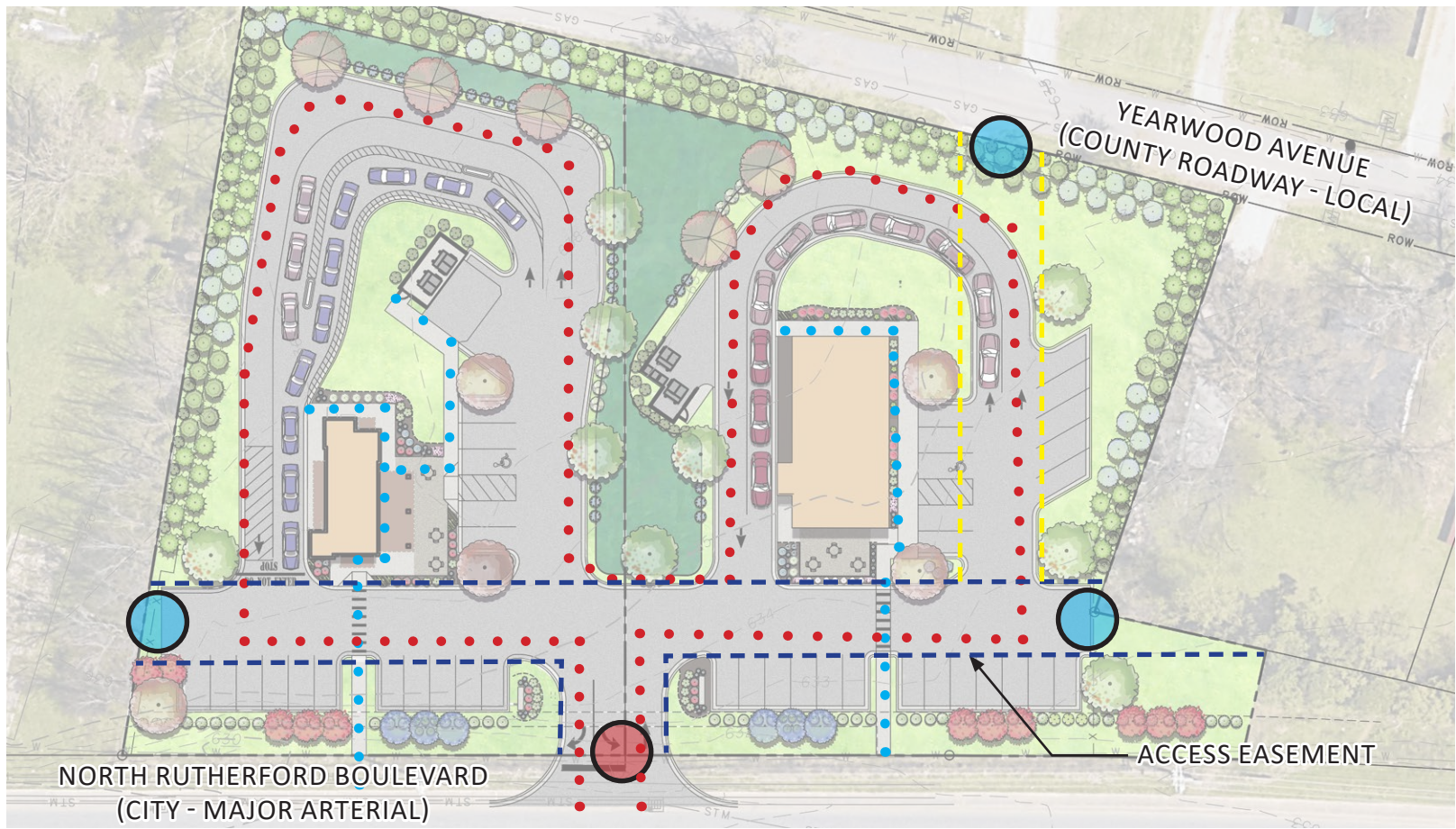
Building B - Southern Elevation (Facing Landscape Buffer)



Elevation Key



Note: Signage placement and number of signs shown on these elevations to be determined with site plans and signage package approval with Codes Department.



In areas where pedestrian and vehicular traffic conflict, cross-walks shall be provided as seen above. The pedestrian circulation within the site will be connected to the existing sidewalk along North Rutherford Boulevard.

Pursuant to the City of Murfreesboro's 2040 Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for improvements. North Rutherford Boulevard is the thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 4-lane roadway with a planted central median, and has sidewalks along both sides of the road

The primary means of ingress/egress from this site will be onto North Rutherford Boulevard. The proposed entrance will incorporate three travel lanes for proper circulation into and out of the development. The concept plan provides stubs for cross connectivity to potential future developments to the north, south and east. The illustration above shows the proposed entrance, proposed future cross connections, and vehicular/pedestrian circulation.

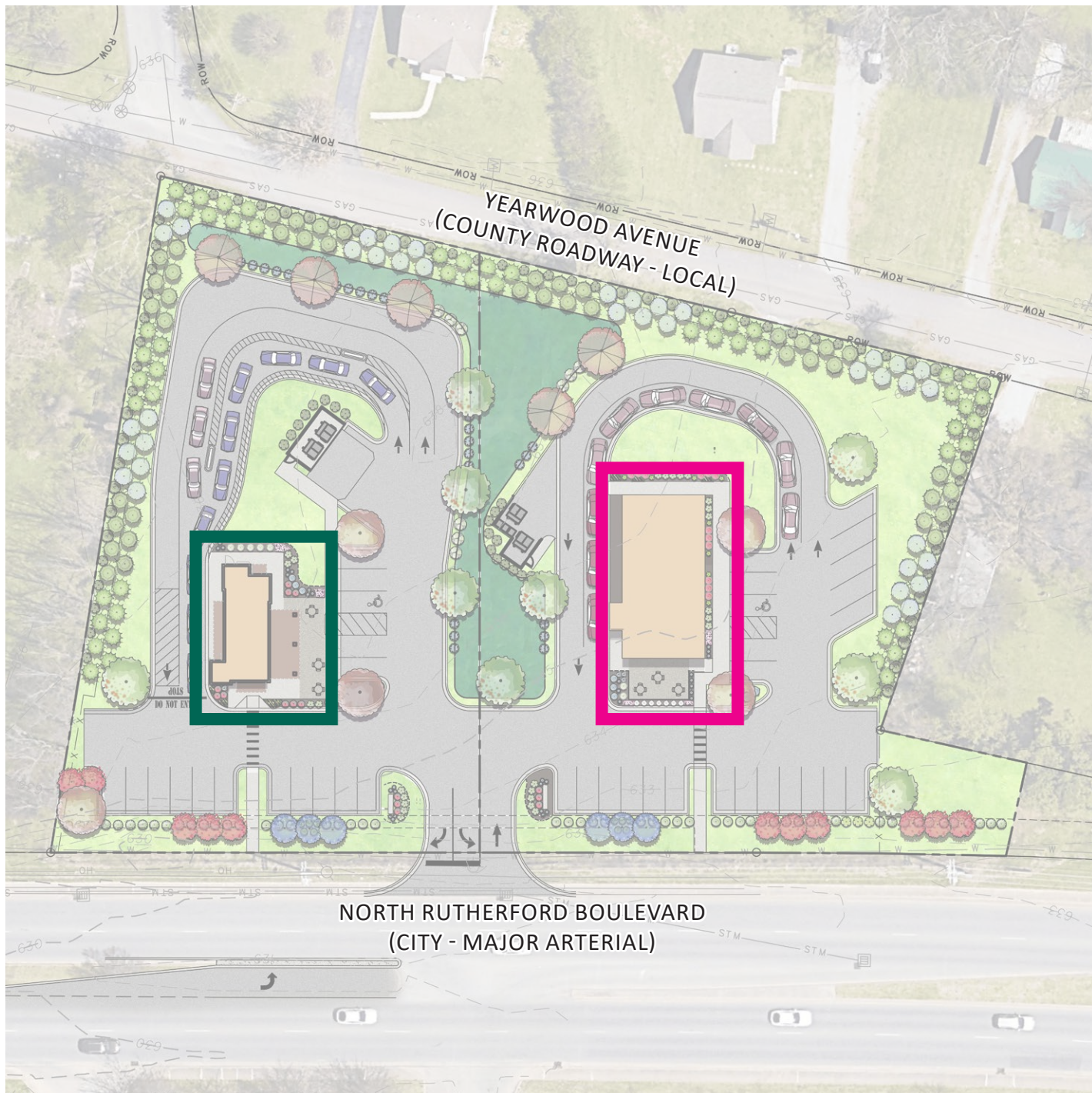


Building A:
Mobile order pick-up only. No drive-thru ordering system proposed/allowed. Menu boards provided in drive-thru lanes shall not include ordering system.

Building B:
Mobile order pick-up only. No drive-thru ordering system proposed/allowed.



N.T.S.



LOCATION MAP - AMENITIES

Not To Scale

With this request, East Side Village will be dedicating a minimum of 0.37 acres (approximately 20% of the site) to open space. The open space areas will be comprised of formal open spaces, detention areas, and landscape buffer yards. Formal open space areas around the development will offer such amenities as; public seating nodes, dining patios, and enhanced building entrances. Since North Rutherford Boulevard is on the City of Murfreesboro Bikeway Master Plan, each lot shall provide at least one bike rack to accommodate pedestrian circulation into the site. Sidewalks will be provided throughout the development and connect back to North Rutherford Boulevard to provide additional pedestrian circulation. Furniture for dining patios shall be tenant driven.



Example of Paver



Example of Decorative Scored Concrete



Example of Bike Rack



Example of Dining Table

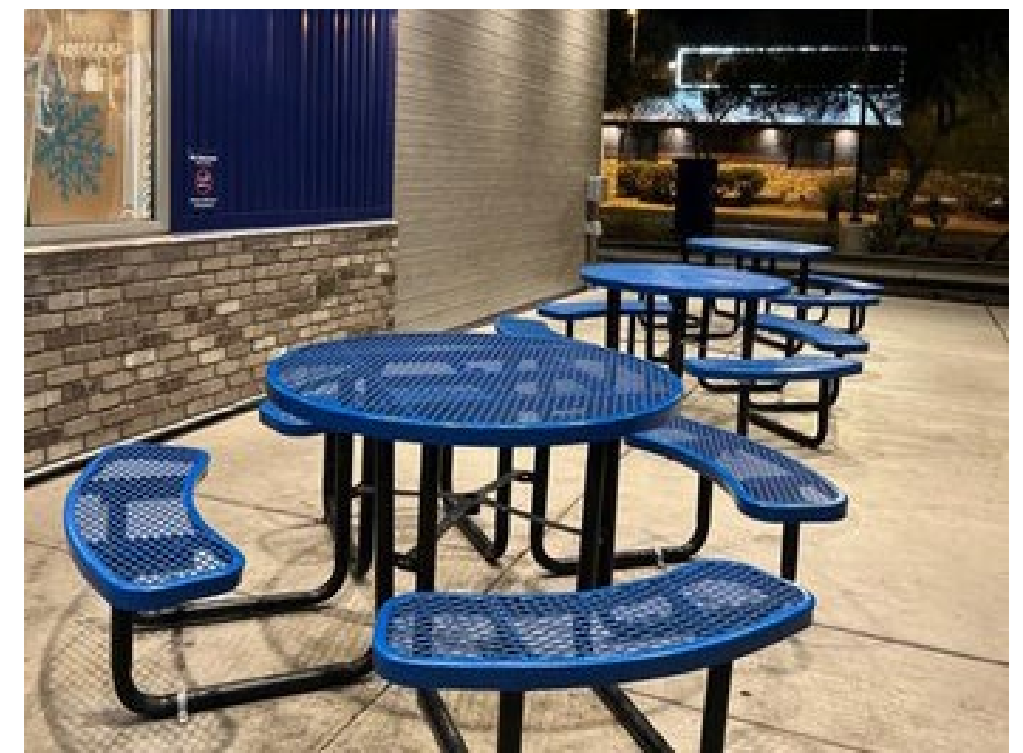
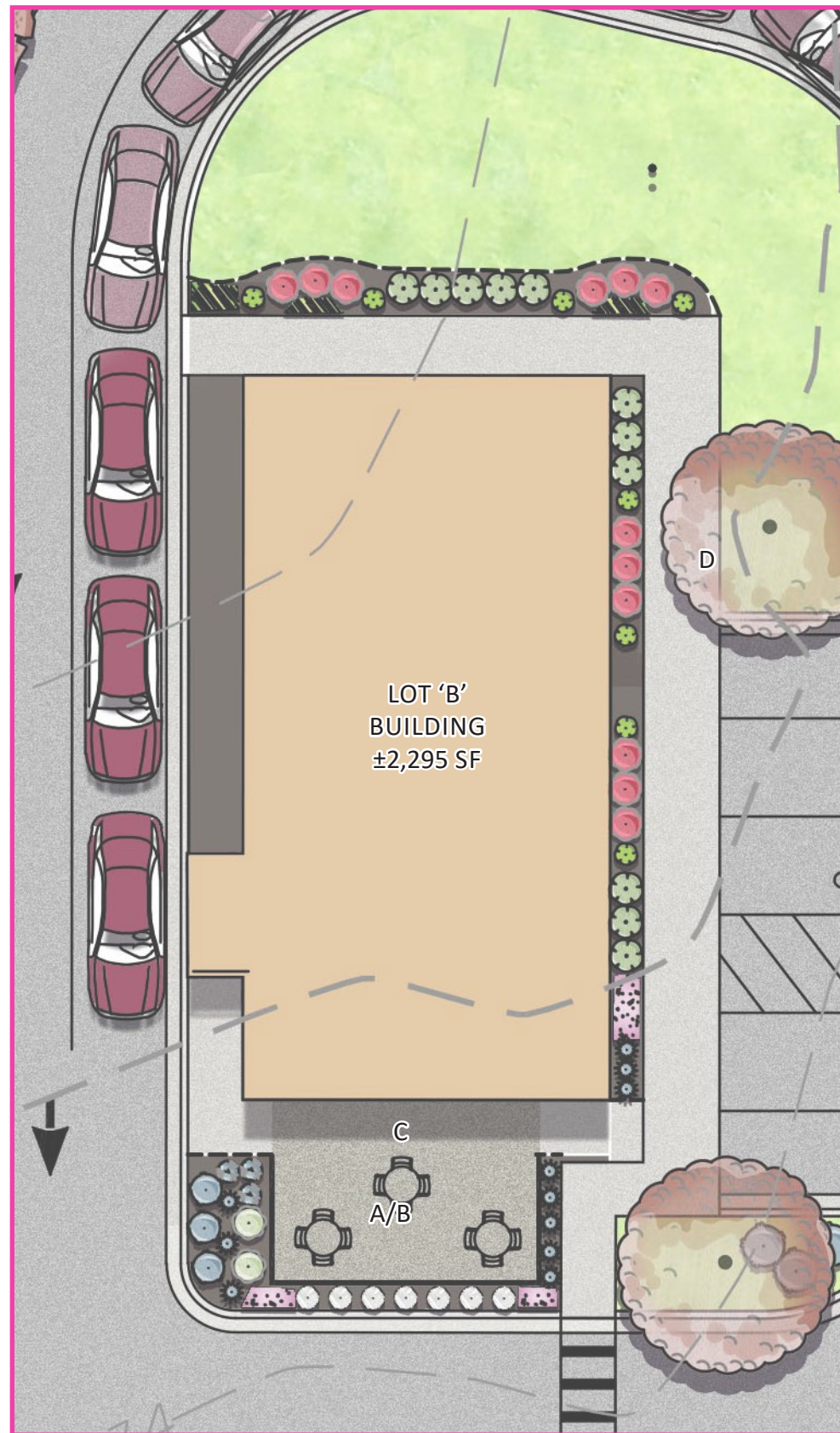
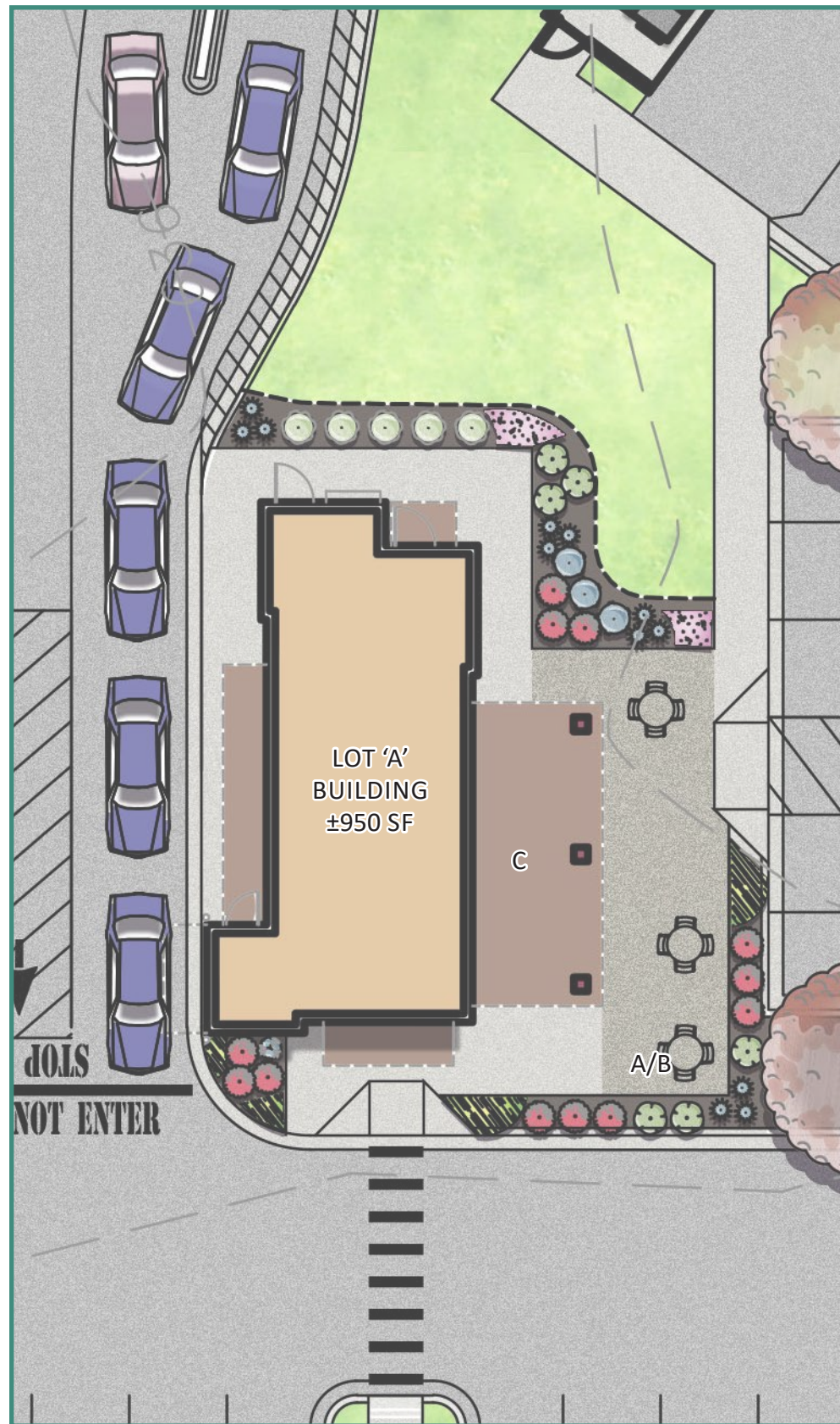


Example of Seating Bench



Example of Trash Can

*Final site furniture shall be provided by tenants and submitted at site plan level.

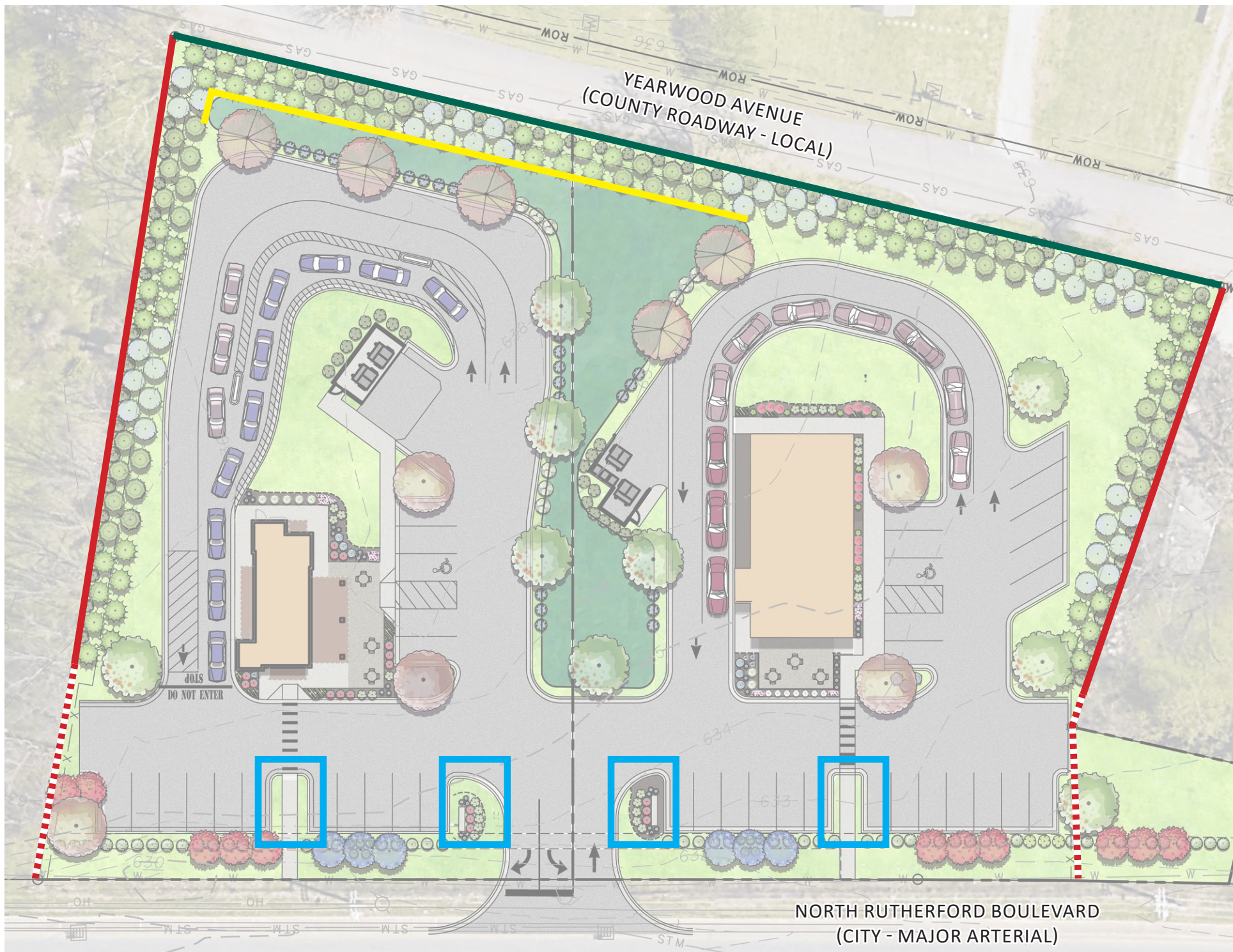


EXAMPLE OF LOT 'A' OUTDOOR SEATING AREA



EXAMPLE OF LOT 'B' OUTDOOR SEATING AREA

- A Outdoor Seating
- B Outdoor Dining
- C Improved Hardscape



- 15-ft Wide Type 'D' Option 1 Landscape Buffer with 6-ft tall solid fence & all plantings
- 15-ft Wide Type 'D' Option 1 Landscape Buffer with 6-ft tall black chain link fence & all plantings
- - - - - Temporary 5-ft tall black chain link fence, not impacting site clearance, and shall be removed upon the continuation of the cross asses drive by adjacent development.
- Tree Island Exception Request
- Stormwater Beautification Exception Request
- Requesting an exception to the (4) North Rutherford Boulevard entrance tree islands to utilize shrubs in lieu of trees.
- Requesting an exception that any portion of the stormwater facilities that are adjacent to buffers are removed from the stormwater beautification requirements.



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

Commercial Landscaping Characteristics:

- A minimum 10-feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping.
- The northern and southern perimeters of the property shall provide a 15-ft wide Type 'D' Option 1 Landscape Buffer to screen the property from adjacent residential homes, with 6-ft black chain link fence.
- The eastern property line along Yearwood Avenue shall provide a 15-ft wide Type 'D' Option 1 Landscape Buffer with 6-ft solid fence.
- Removal of portions of the Landscape Buffer fencing shall be allowed back to the vehicular access points when adjacent properties develop.
- The base of buildings will have a minimum 3-ft wide landscape bed with foundation plantings.
- Monument signage located at the entrance along roadways are to be constructed with materials consistent with building architecture and accented with landscaping.
- All mechanical equipment (i.e. HVAC and transformers) located on the ground to be screened with landscaping and/or fences. If mounted on the roof, they shall be screened by a parapet wall or architectural screening.
- Landscaping will be in conformance with the City of Murfreesboro's Landscape Ordinance.



EXAMPLE OF 6-FT
SOLID FENCE



EXAMPLE OF 6-FT BLACK
CHAIN-LINK FENCE

PAGE INTENTIONALLY LEFT BLANK

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

Response: The exhibits given on Pages 3-6 meet this requirement.

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

Response: The exhibits given on Pages 3-6 meet this requirement.

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

Response: The exhibits given on Pages 3-6 meet this requirement.

4.) A drawing defining the location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Pages 7-8 provide exhibits and standards that provides the required materials.

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Pages 7 &13 provide exhibits and standards that provides the required materials.

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

- (AA): The approximate date when construction of the project can be expected to begin.
- (BB): The order in which the phases of the project will be built.
- (CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage
- (DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in one phase. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

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

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

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

Response: See Page 19 for requested exceptions and setbacks.

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

Response: This requirement has been addressed in the charts on Page 19.

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

Response: This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). This property lies in Zone X, and is not within the 100-year floodplain, according to the current FEMA Map Panel 47149C0280J eff. 5/9/2023.

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

Response: Pages 3 & 13 discusses the 2040 Major Transportation Plan.

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

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

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

Response: Page 10-12 show the architectural character of the proposed building and building materials listed.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 10.

OVERALL SITE

TOTAL SITE AREA	84,638 s.f.	1.94 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	3,245 s.f.	0.07 AC	3.61%
TOTAL LOT AREA	84,638 s.f.	1.94 AC	100.00%
TOTAL BUILDING COVERAGE	3,245 s.f.	0.07 AC	3.61%
TOTAL DRIVE/ PARKING AREA	39,893 s.f.	0.92 AC	47.42%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	44,745 s.f.	1.03 AC	53.09%
TOTAL OPEN SPACE	16,927 s.f.	0.39 AC	20.00%
FLOOR AREA RATIO (F.A.R.)	0.04		
LIVABILITY SPACE RATIO (L.S.R.)	0.46		
OPEN SPACE RATIO (O.S.R.)	0.96		

LOT 'A'

TOTAL SITE AREA	39,771 s.f.	0.91 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	950 s.f.	0.02 AC	0.02%
TOTAL LOT AREA	39,771 s.f.	0.91 AC	100.00%
TOTAL BUILDING COVERAGE	950 s.f.	0.02 AC	0.02%
TOTAL DRIVE/ PARKING AREA	21,473 s.f.	0.49 AC	53.85%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	18,298 s.f.	0.42 AC	46.15%
TOTAL OPEN SPACE	7,954 s.f.	0. 18 AC	20.00%
FLOOR AREA RATIO (F.A.R.)	0.02		
LIVABILITY SPACE RATIO (L.S.R.)	0.44		
OPEN SPACE RATIO (O.S.R.)	0.98		

LOT 'B'

TOTAL SITE AREA	44,867 s.f.	1.03 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	2,295 s.f.	0.05 AC	4.85%
TOTAL LOT AREA	44867 s.f.	1.03 AC	100.00%
TOTAL BUILDING COVERAGE	2,295 s.f.	0.05 AC	4.85%
TOTAL DRIVE/ PARKING AREA	18,420 s.f.	0.42 AC	40.78%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	26,447 s.f.	0.60 AC	58.25%
TOTAL OPEN SPACE	8,973 s.f.	0.21 AC	20.00%
FLOOR AREA RATIO (F.A.R.)	0.06		
LIVABILITY SPACE RATIO (L.S.R.)	0.49		
OPEN SPACE RATIO (O.S.R.)	0.94		

Land Use Parameters and Building Setbacks				
Zoning (Existing vs Proposed)	CF (Most Relevant)	PCD (Existing)	Proposed PCD	Difference
Residential Density				
Maximum Dwelling Units Multi-Family	N/A	N/A	N/A	N/A
Minimum Lot Area	N/A	N/A	N/A	N/A
Minimum Lot Width	N/A	N/A	N/A	N/A
Minimum Setback Requirements				
Minimum Front Setback	42'	42'	42'	0'
Minimum Side Setback	10'	15'	15'	0'
Minimum Internal Side Accessory Setback	5'	N/A	0'	-5'
Minimum Rear Setback	20'	N/A	NA	N/A
Minimum Ordering System Setback	200'	N/A	No Ordering Speaker System Proposed	N/A
Land Use Intensity Ratios				
MAX F.A.R.	None	None	None	N/A
Minimum Livable Space Ratio	None	None	None	N/A
Minimum Open Space Requirement	20%	40%	20%	0%
Minimum Formal Open Space Requirement	3%	3%	3%	0%
Max Height	45'	35'	35'	-10'
Buffer Zone Requirements				
Required Landscape Buffers	15-ft Wide Type 'D' Buffer Along Northern and Southern Perimeters	15-ft Wide Type 'D' Option 1 Along Northern and Southern Perimeters, and a 15-ft Wide Type 'D' Option 2 Along Eastern Perimeter with 6-ft Tall Opaque PVC Fence and 50% Plantings.	15-ft Wide Type 'D' Option 1 with 6-ft Tall Chain Link Fence Along Northern and Southern Perimeters, and a 15-ft Wide Type 'D' Option 1 with Vinyl Fence Along Eastern Perimeter; All 3 Perimeter Buffers shall Provide Full Plantings.	Addition of 6-ft Chain Link Fence Along Northern and Southern Perimeters, and Changed Eastern Perimeter to a Type 'D' Option 1 Without Reduced Plantings.

REQUESTED EXCEPTIONS:

- Requesting an exception to the required 15-ft wide Type ‘D’ landscape buffer along the northwest and southwest corners of the property to allow for future connections to adjacent properties.
- Requesting an exception to allow outdoor dining spaces for commercial properties to be counted towards formal open space requirements.
- Requesting an exception to the (4) North Rutherford Boulevard entrance tree islands to utilize shrubs in lieu of trees.
- Requesting an exception that any portion of the stormwater facilities that are adjacent to buffers are removed from the stormwater beautification requirements.
- Requesting an exception that the internal side setback for accessory structures be reduced from 5' to 0'.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

6:00 PM

COUNCIL CHAMBERS

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director, Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Sloane Lewis, 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 Comment portion of the agenda.

4. Approve minutes of the December 18, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the December 18, 2024 Planning Commission meeting; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Ken Halliburton

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

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

Nay: None

Zoning application [2024-421] to amend the PCD zoning (East Side Village PCD) on approximately 1.94 acres located along North Rutherford Boulevard, CSC Properties, LLC

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

Mr. Matt Taylor (design engineer) and Mr. Brian Grover (landscape architect) were in attendance representing the application. Mr. Brian Grover gave a PowerPoint presentation of the Pattern Book, 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.

1. **Mr. Kenneth Haynes, 212 & 214 Yearwood Avenue** – voiced several concerns, including that he opposes any access from this proposed development to be permitted onto Yearwood Avenue, and he requested that no dumpsters be allowed near Yearwood Avenue.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

2. **Mr. Richard Graham, 2403 Central Boulevard** – asked for the proposed fences and landscaping for this development to be extended all the way down Yearwood Avenue.

Chair Kathy Jones closed the public hearing.

Ms. Holly Smyth came forward to explain the dumpster location, as well as the fencing and landscaping for the development. In addition, there would not be any driveways onto Yearwood Avenue unless Rutherford County approves access to their county street in the future.

Mr. Matthew Blomeley stated that a gentleman in the audience had requested to speak during the Public Comments portion of this meeting. Mr. Blomeley stated he had responded back to the request seeking clarification on what the gentlemen wished to speak regarding and that no response was ever received. Since the gentleman is in the audience, however, Mr. Matthew Blomeley requested a motion to re-open the public hearing.

Mr. Shawn Wright made a motion to re-open the public hearing; the motion was seconded by Mr. Tristian Carroll and carried in favor by the following vote:

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

Nay: None

Chair Kathy Jones opened the public hearing for public comment.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

Mr. Dyllon Muto, 1109 Spring Creek Drive – came forward to make known the danger of median curbs placed on city streets. He expressed that there are safety hazards at an unmarked median curb at the intersection of Fortress Boulevard and Franklin Road.

Chair Kathy Jones closed the public comment hearing.

The Planning Commission began discussing the concerns that had been presented for the rezoning request regarding the proposed turning lanes, fencing, and shrubbery.

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the zoning application subject to all staff comments and to the proposed chain link fencing being extended all the way towards North Rutherford Boulevard along the both the northern and southern boundaries of the development; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

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

Nay: None

Zoning application [2024-422] for approximately 3.88 acres located along South Bilbro Avenue and East Castle Street to be rezoned from RS-8 & CCO to PND (First Baptist Church Murfreesboro PND) & CCO, First Baptist Church Murfreesboro 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.

ORDINANCE 25-OZ-04 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 1.94 acres in the Planned Commercial Development (PCD) District (East Side Village PCD) located along North Rutherford Boulevard as indicated on the attached map, CSC Properties, LLC, applicant [2024-421]

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

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Commercial Development (PCD) as indicated on the attached map, for the purpose of allowing two separate drive-thru restaurants, instead of one multi-tenant commercial building, as previously approved.

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

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

Passed:

1st reading _____

2nd reading _____

ATTEST:

Erin Tucker
City Recorder

SEAL

Shane McFarland, Mayor

APPROVED AS TO FORM:

Signed by:
Adam F. Tucker

43A2035E51F0401...
Adam F. Tucker
City Attorney



Ordinance 25-OZ-04



City Limits

CF

RS-15

CENTRAL BLVD

PCD

PCD Amended

PCD

N-RUTHERFORD BLVD

YEARWOOD AVE

LOUISE ST

RS-15

City Limits

ANCHOR ST

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Rezoning property along East Castle Street
[Public Hearing Required]

Department: Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

Requested Council Action:

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

Summary

Rezoning of approximately 3.88 acres located along both sides of East Castle Street and along the west side of South Bilbro Avenue.

Staff Recommendation

Conduct a public hearing and enact the ordinance establishing the requested zoning. The Planning Commission recommended approval of the zoning request on January 8, 2025.

Background Information

First Baptist Church Murfreesboro presented to the City a zoning application [2024-422] for approximately 3.88 acres located along East Castle Street and South Bilbro Avenue to be rezoned from RS-8 (Single-Family Residential District 15) & CCO (City Core Overlay District) to PND (Planned Institutional District) & CCO. During its regular meeting on January 8, 2025, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

Council Priorities Served

Improve Economic Development

Approval of the zoning request will help facilitate the expansion of an existing institutional use. Institutional uses, such as places of worship, community facilities, and schools, are essential elements of a growing, vibrant community.

Establish Strong City Brand

The proposed physical improvements at this long-standing place of worship in a neighborhood adjacent to downtown exemplify the City's commitment to creating vibrant downtown neighborhoods with a mix of uses to meet the various needs of local residents and to facilitate walkability.

Attachments:

1. Ordinance 25-OZ-05
2. Maps of the area
3. Planning Commission staff comments from the 01/08/2025 meeting
4. Draft Planning Commission minutes for the 01/08/2025 meeting
5. First Baptist Church Murfreesboro PND pattern book

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 8, 2025
PROJECT PLANNER: HOLLY SMYTH**

5.d. Zoning application [2024-422] for approximately 3.88 acres located along South Bilbro Avenue along East Castle Street to be rezoned from RS-8 & CCO to PND (First Baptist Church Murfreesboro PND) & CCO, First Baptist Church Murfreesboro applicant.

The study area includes 9 existing parcels totaling approximately 3.88 acres that are located along both sides of East Castle Street and the west side of South Bilbro Avenue and includes the main campus of First Baptist Church at 738 East Castle Street. The applicant, First Baptist Church, is requesting to rezone all subject parcels to Planned Institutional District (First Baptist Church Murfreesboro PND). The church has been growing over the years and is in need of additional parking for its main campus and has acquired adjacent properties for such purpose. The PND is being requested as parking lots are prohibited as a principal use of a property City-wide.

Both South Bilbro Avenue and East Castle Street are designated as local streets. All 9 parcels are currently zoned RS-8 (Single-Family Residential District) & CCO and are within the City limits. The below table provides more specific information on each of the parcels to be included in the rezoning request to Planned Institutional District (PND).

<u>Use</u>	<u>Tax Map & Parcel and potential address</u>	<u>Acreage</u>	<u>Notes</u>
Main Church campus (1953 & 2004 circa)	Tax Map 102D, Group G, Parcel 008.00 738 East Castle Street	1.57 acres	To remain
Single family home (1932 circa)	Tax Map 102D, Group F, Parcel 008.00 312 South Bilbro Avenue	0.27 acres	To demolish
Single family home (1951 circa)	Tax Map 102D, Group F, Parcel 009.00 316 South Bilbro Avenue	0.52 acres	To demolish
Single family home (1927 circa)	Tax Map 102D, Group F, Parcel 010.00 318 South Bilbro Avenue	0.27 acres	To demolish
Single family home (1927 circa)	Tax Map 102D, Group F, Parcel 011.00 320 South Bilbro Avenue	0.27 acres	To demolish
Single family home (1927 circa, with columns from the 1800's)	Tax Map 102D, Group F, Parcel 012.00 324 South Bilbro Avenue	0.29 acres	To demolish
Single family home (1900 circa)	Tax Map 102D, Group F, Parcel 013.00 326 South Bilbro Avenue	0.21 acres	To demolish
Surface parking	Tax Map 102D, Group F, Parcel 014.00 731 East Castle Street	0.26 acres	To remove & replace
Legal non-conforming barber shop business (1950 circa)	Tax Map 102D, Group F, Parcel 016.00 725 East Castle Street	0.21 acres	To demolish



None of the 7 structures anticipated to be demolished appear to be on the National register of historic places or historic districts nor are they in any of the City's historic districts, including this one at 324 S. Bilbro pictured here from the program book.

Neighborhood Meeting

A neighborhood meeting took place on the project on December 9, 2024 at the First Baptist Church sanctuary at 738 East Castle Street. Notification was provided to a 500' radius from the project boundaries by the applicant. Approximately 22 persons attended and were generally supportive of the project. However, one neighbor asked if the church could look into the existing light fixtures on the main church parcel to address the glare towards the neighborhood and the street. Additionally, another neighbor asked if the sidewalks could be extended along the west side of South Bilbro Avenue, north of the project site, to connect to East State Street. Along this same line, staff noticed a gap between the 2 parking lots on East Castle that should also have connecting sidewalks. The City's Public Infrastructure Division has indicated that if the applicant designs both sections of sidewalks in front of these areas, then the City can build that portion of the sidewalk as funds become available.

Adjacent Zoning and Land Uses

Surrounding zoning is RS-8 to the north and portions of the west and east, RS-4 on portions of the west and east, RD (Residential Duplex) to a portion of the east and south, and the Mercury-Parkside PUD (Planned Unit District) to the south as shown on page 3 of the program book. The immediately adjacent surrounding land uses are predominantly single-family detached homes, some duplexes, and one small apartment. The various single-family residential subdivision names surrounding the project site are shown on page 4 of the program book.

Proposed PND

The main church campus has had multiple Board of Zoning Appeals (BZA) approvals since 1997 to include special use permits for expansions to the original building and parking in the existing RS-8 zone as well as a height variance. Prior approvals that currently remain in full force and effect are as follows:

File Number	Pertinent Address	BZA request
BZA 1997-048	738 E Castle Street	Expand church facility
BZA 2000-027	738 E Castle Street	To conduct church revival
BZA 2001-021	738 E Castle Street	Expand church facility
BZA 2001-035	738 E Castle Street	Height variance
BZA 2003-022	731 E Castle Street	Additional parking lot

This request for rezoning to Planned Institutional District (PND) will entitle the development of permanent parking lots tied to the church use to accommodate its growing congregation. This new zoning would become the development document for the property versus receiving multiple new approvals from the BZA. Page 8 of the program book shows the conceptual site and landscape plan anticipated for the overall church facility.

The existing church building with its additions contains approximately 18,718 square feet of area. Of this area, 4,680 square feet are within the ground floor of the main sanctuary and another 2,047 square feet are in the balcony area (for a total of 6,727 square feet), which contains 550 seats (but the original BZA approval was for 611 capacity). The required parking is 1 space for each 8 fixed or mobile seats in the auditorium or sanctuary or largest place of assembly within the facility, requiring 69 parking spaces now (or 76 spaces at the approved capacity). Currently, 46 regular and 6 handicapped spaces are located on-site with the church building and 27 regular plus 1 handicapped spaces are located across the street at the 731 East Castle Street location. After the project is constructed a total of 205 spaces will exist for the church, representing 125 net new spaces which is a total of 136 surplus parking spaces.

Landscape, streetscape, and lighting: Page 8 of the program book shows a proposed layout of the new parking areas north of and across East Castle Street from the main church campus with anticipated landscape, streetscape, and lighting. Page 9 has more specific details as it relates to landscape and circulation. A Type B 10' landscape buffer is required and proposed along most property lines of the parking lots adjacent to RS-8 zoning with a 6'-tall privacy fence, which allows a 50% reduction to the required tree planting plus required shrubs to screen parking when new development occurs. There are 3 property lines that staff recommends 4' fence to better address safety and security of CEPTED policies, on the northside and westside of parking Lot A closest to South Bilbro Avenue and the eastside of the smaller parking Lot B. Given its small size, the eastern side of Lot B is also proposed to just have parking lot screening shrubs with the 4' fence rather, without trees for better visibility while maintaining adequate buffering to neighboring property. These deviations to a 4' fence with 50% landscaping and just parking screening shrubs would be an exception request to the Type B buffer in these areas. If the church is able to acquire the property in between Lot A and Lot B in the future, they would like to incorporate into the parking area, but would need to come back for an amendment to the PND zoning.

Sidewalks are also proposed along the west side of South Bilbro Avenue and the north side of East Castle Street within the street right-of-way along the parcels owned by the Church. Sidewalk is also proposed along the interior of the largest parking lot to serve as a walking area for the church and the neighborhood. As mentioned above, the City's Public Infrastructure Division has indicated that if the applicant designs gap sidewalks sections, then the City can build those portions of the sidewalk as funds become available.

It is anticipated that 8 parking lot light poles would be added to Lot A which could not exceed 20' in height. Should the main church site have buildings that exceed 35' in height, pole lights can be up to 30' in height. The PND proposes 16' pole heights along the perimeter but does not state the height for those at the center of the largest parking lot.

The Zoning Ordinance provides the following provisions about lighting:

- 1) "Lighting should satisfy the objectives of security while creating a pleasing visual environment. "
- 2) "Selective site and building accent lighting is encouraged for public protection and security, walkways and parking areas, as well as non-defensible public space (i.e., hidden nooks, exterior stairwells, dead end spaces) should be adequately lighted."
- 3) "All lighting fixtures shall be shielded to prevent glare and light shall not be distributed beyond an angle of thirty-five (35°) degrees from a vertical plane onto surrounding properties."
- 4) "Lighting shall be designed so that illumination does not exceed one-half (1/2) foot candle beyond the property line."
- 5) On-site lighting fixtures in residential developments shall not exceed 16' in height. For nonresidential developments with structures 35' or less in height, fixtures shall not exceed 20' in height .
- 6) "Multi-family and single-family attached developments, exterior lighting levels for parking and walkways shall be a minimum of 0.5 foot-candles."

Based on this information, new lighting should be installed to maintain a minimum 0.5 candle watts in the parking lot and along the pedestrian sidewalks, not exceed 0.5 candle watts at the property lines, have proper shielding, and limit all new pole lighting to 16' maximum heights given the sensitive residential surroundings. This sentence should be incorporated into the development standard on page 09 of the program book prior to the City Council hearing on the zone change to clarify on lighting requirements.

The hours of operation proposed for the church office and Monday through Thursday 8am to 5pm. Sunday services are held between 8am – 2 pm with services currently at 8am, 9:45am, and 11:45am. Other church activity occurs Monday through Friday 6pm – 8pm. Special events are generally held on Saturdays between 8am – 9 pm on an as needed basis. No building expansions are anticipated at this time. Should new buildings, building additions or further parking lot expansion be proposed, an amendment to the PND zoning would be required.

Exceptions are shown in the Program Book page 11 based on the comparative zones of OG, RS-8, and CCO development standards of setbacks, lot size, lot width, building height, open space, formal open space, and lot coverage between each of these districts and the proposed PND zone. The revised PND program book calls out four exceptions as follows:

- Allow parking lot as the sole use of lots 'A' and 'B' accessory to the church building and use, which are located off-site (excepting Sections 25(B)(7) and 25(C)(6) of the Zoning Ordinance).
- Exclude formal open space requirement within the CCO district for non-residential uses.
- Allow an exception to Type 'B' Buffer along the southwestern portion of Lot 'A' and the northern portion of Lot 'A' to utilize a 4' high fence (instead of 6' high), with 50% tree plantings and parking lot screening shrubs shown on page 10 of the program book.

- Allow an exception to Type 'B' Buffer along the east property lines of Lot 'B' to only include a 4' tall fence and parking lot screening shrubs shown on page 10 of the program book.

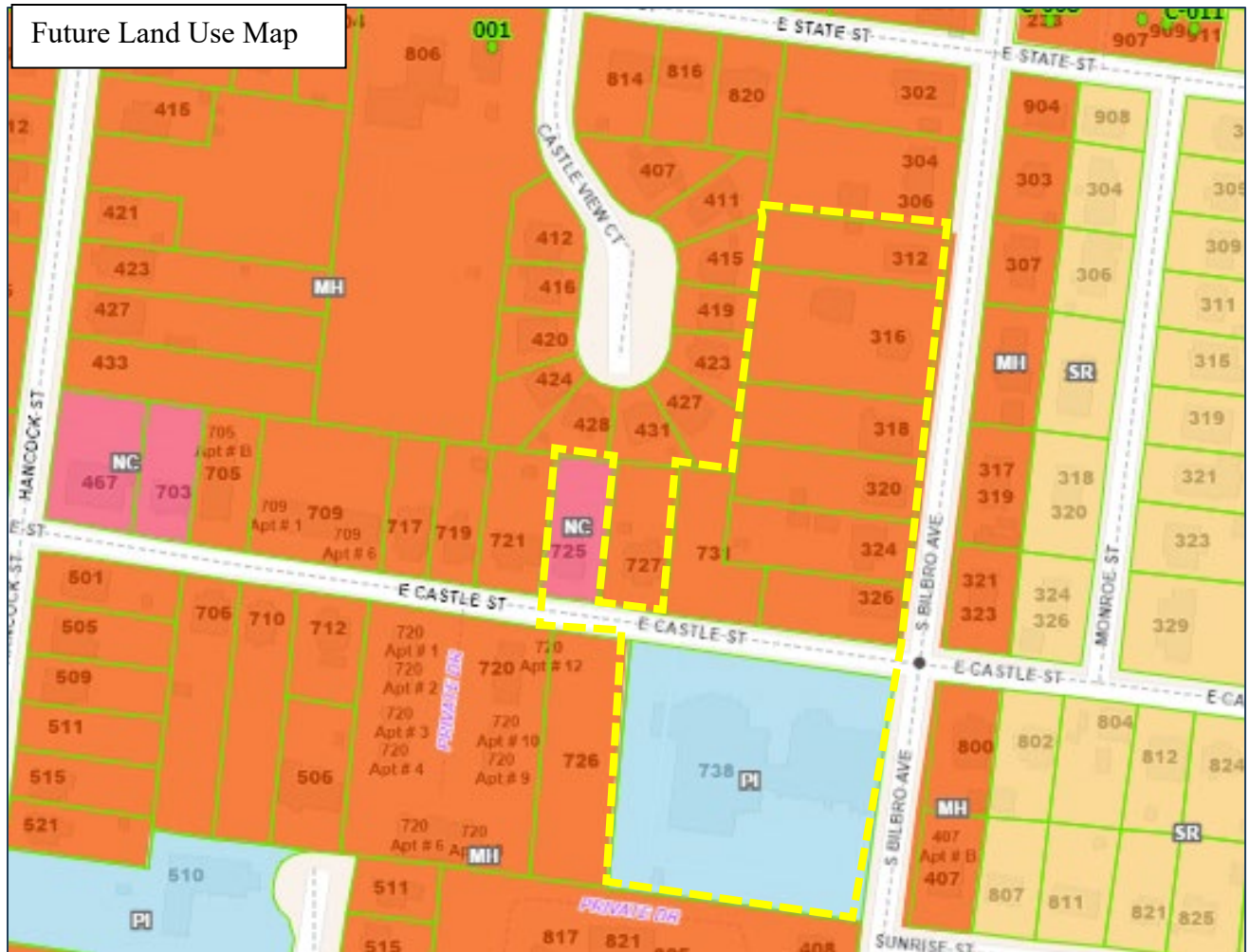
Future Land Use Map

The future land use map (FLUM) contained in the Murfreesboro 2035 Comprehensive Plan, designates most of the area proposed to be devoted to parking as MH-Mixed Form Housing, with 725 East Castle being designated NC-Neighborhood Commercial, and the church site as PI-Public/Private Institution.

The MH-Mixed Form Housing character “provides the greatest variety of housing options. The Mixed Form Housing areas are residential in character with a mixture of single-family detached and single-family attached two-, three- and four-unit residential buildings that keep in character with the surrounding neighborhood. Commercial, Office, Live/Work, or Institutional uses may be appropriate only at a scale that maintains the traditional residential character and reflect the scale and context of the area.” Compatible zoning districts include RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, Duplex Residential District (R-D), Planned Residential Development (PRD), Planned Unit Development (PUD), and other Zoning districts to be evaluated on a case-by case basis.

The NC – Neighborhood Commercial character is generally outside the downtown and “are commercial and office nodes that are automobile oriented but designed at a neighborhood scale and cater to pedestrians in Neighborhood Commercial configurations. Rather than designing linear strips, these neighborhood commercial centers occupy much smaller building footprints than typical businesses found at significant transportation intersections and provide neighborhood conveniences such as drug stores, professional services, and boutique retail uses. Small food markets are often accompanied by convenience stores and personal service establishments such as banks, dry cleaners, and small-scale drug stores. The Neighborhood Commercial category also includes residences that have been converted into professional offices.” Compatible zoning districts include CF, OG, CM, PCD/PUD, with other Zoning districts to be evaluated on a case-by case basis. This future land use character was placed on the one parcel given its current commercial use as a barber shop.

The PI - Public/Private Institution character land uses include improved parcels and facilities that are held in the public interest. This category encompasses major City, County, or State-owned facilities, plus other public and private buildings and sites with an institutional nature. Development types include municipal buildings, police and fire stations, public or private schools, religious facility, wetlands, hospitals, cemeteries, public utility facilities. Characteristics include a high degree of visitation and/or pedestrian activity in some cases, with people coming and going throughout the day. Facilities may also “have special parking and passenger drop-off requirements.” Suggested zoning districts include CU, PND, P, some residential districts with a special use permit, and other Zoning districts to be evaluated on a case-by case basis.



All the properties include various forms of Planned Development districts as a compatible zoning district. In addition, both the MH and the PI characters identify institutional uses as being compatible development types. Staff believes the proposed PND zoning is consistent with the Future Land Use Map designations described above. If the rezoning is adopted, staff recommends the FLUM be revised in the future to reflect Public/Private Institution designation (PI) for all properties included in this request.

Department Recommendation

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

- 1) It is consistent with the future land use map and comprehensive plan.
- 2) The existing off-site parking lot will be demolished to incorporate into a new lot that will conform to the City's landscape standards.
- 3) Heavy landscape buffers and various fencing types are included around both offsite parking areas to help mitigate any potential negative impacts on the adjacent residential uses. In addition, if designed with the surrounding neighborhood in mind, institutional uses such as churches are generally seen as being compatible with adjacent residential uses.

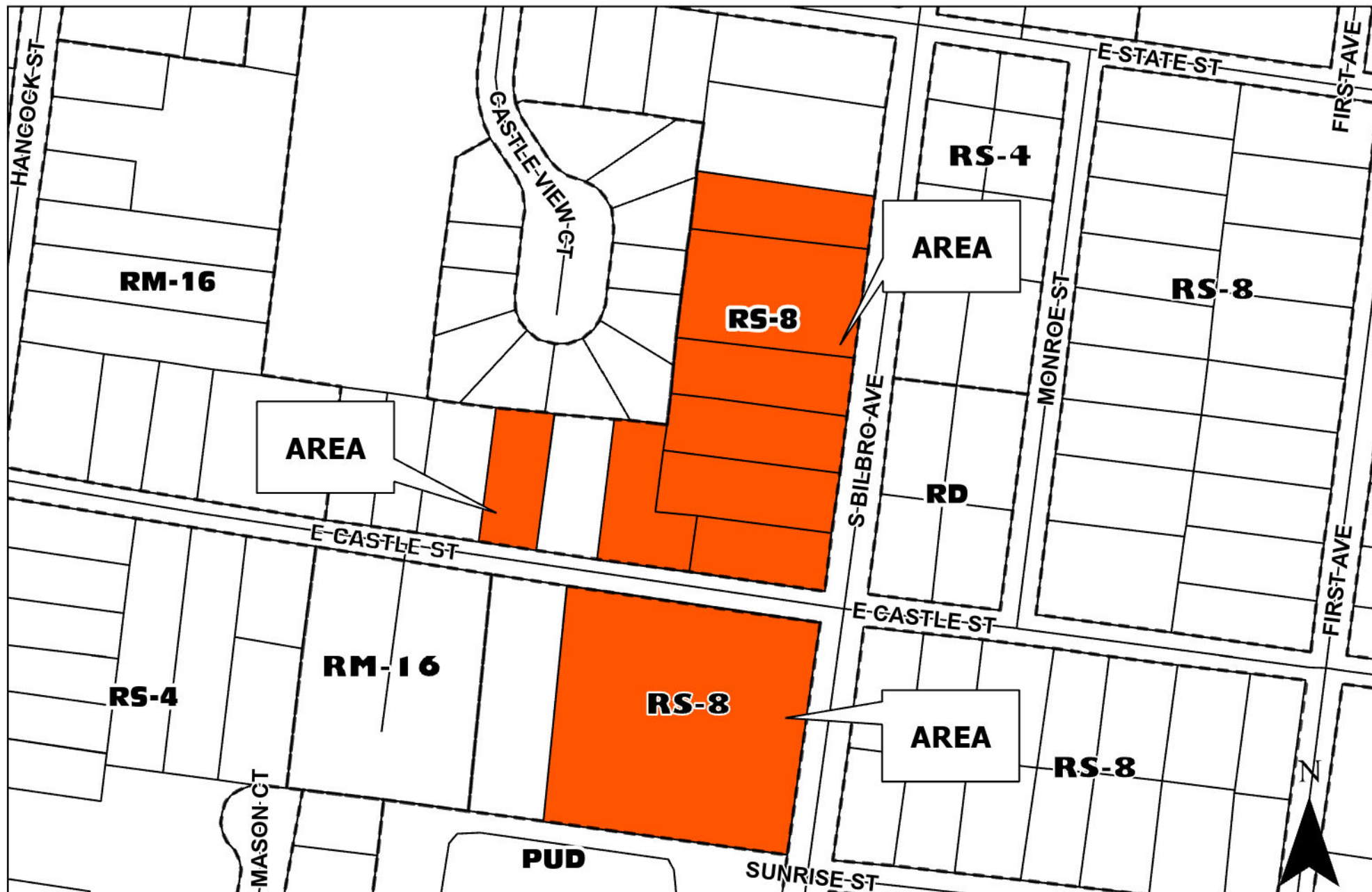
- 4) The new parking lot incorporates an internal and external sidewalk system that can serve as a walking track amenity for the church and the neighborhood.
- 5) Expanding the parking will help the church better accommodate its growing congregation so that it can remain at its current location, which has been an important component of this neighborhood for decades.
- 6) Numerous vehicles currently park in the public street during service times. Additional off-street parking for the church will greatly lessen the need and demand for on-street parking associated with church functions.

Action Needed

The applicant will make a presentation to the Planning Commission on the proposed zoning request. The Planning Commission should conduct a public hearing and then formulate a recommendation to City Council.

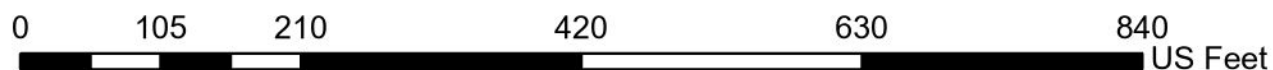
Attachments:

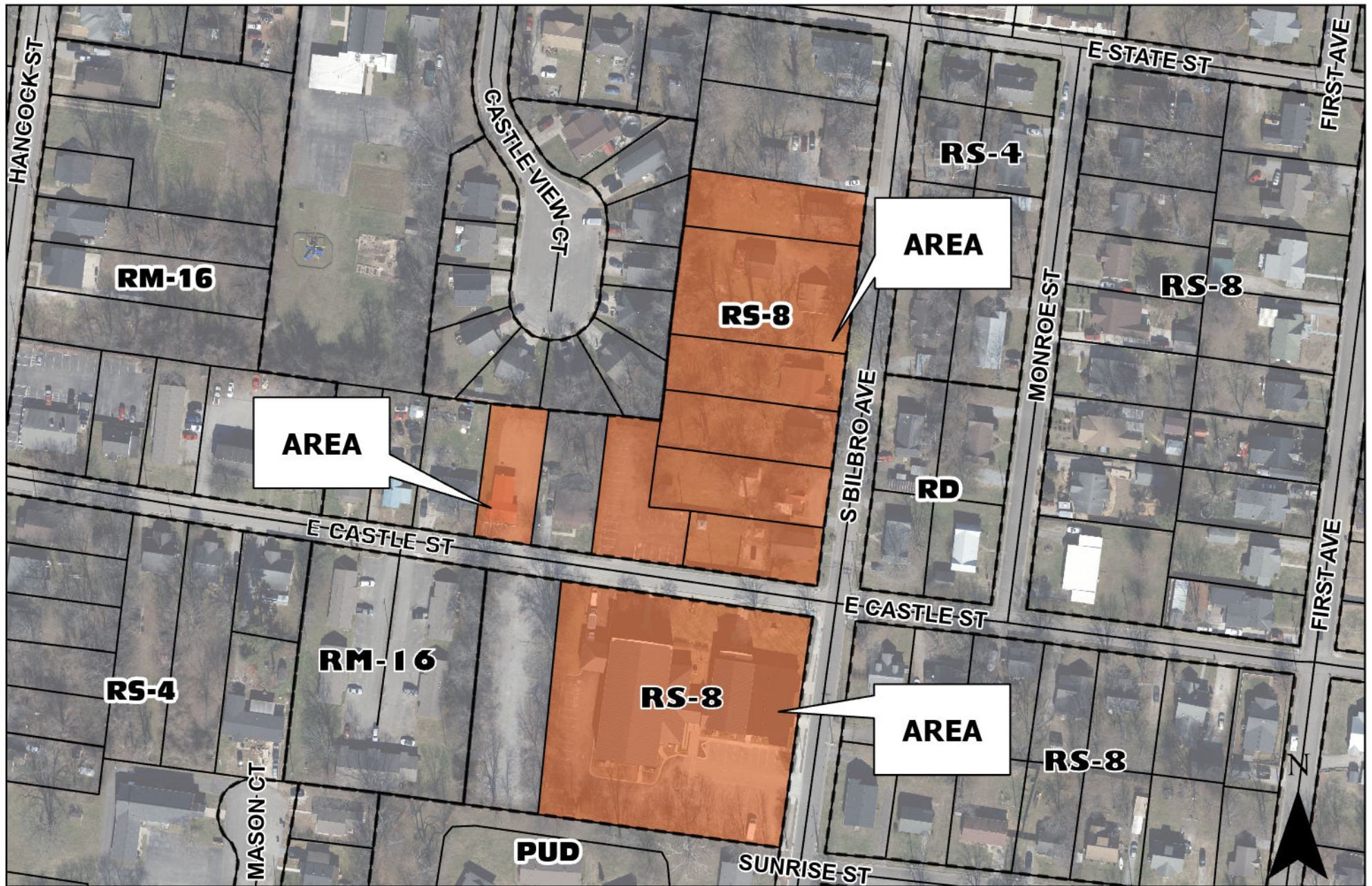
- NoOrtho Map
- Ortho Map
- Updated Program Book



Rezoning request for property located along East Castle Street & South Bilbro Avenue
RS-8 & CCO to PND (First Baptist Church Murfreesboro PND) & CCO

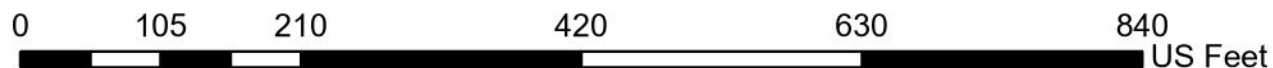
Planning Department
City of Murfreesboro
111 West Vine St
Murfreesboro, TN 37130
www.murfreesborotn.gov





Rezoning request for property located along East Castle Street & South Bilbro Avenue
RS-8 & CCO to PND (First Baptist Church Murfreesboro PND) & CCO

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





Creating a better quality of life

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

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

Procedure for applicant:

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

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

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

To be completed by applicant:

APPLICANT: First Baptist Church Murfreesboro - ATTN: Reginald D. Webb

Address: 738 E Castle St. City/State/Zip: Murfreesboro, Tennessee 37130

Phone: 615-893-5322 E-mail address: [REDACTED]

PROPERTY OWNER: Same as Applicant

Street Address or property description: 312-326 South Bilbro Ave. and 725,731, 738 East Castle Street

and/or Tax map #: 102D Group: F & G Parcel (s): G 8.00

Existing zoning classification: RS-8 (CCO) F 8.00, 9.00, 10.00, 11.00
12.00, 13.00, 14.00, & 16.00

Proposed zoning classification: PND (CCO) Acreage: 3.93 AC

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): [Signature]

DATE: 11/13/2021

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

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

Amount paid: _____ Receipt #: _____

FIRST BAPTIST CHURCH MURFREESBORO PND

A REQUEST FOR REZONING FROM SINGLE-FAMILY RESIDENTIAL (RS-8) & CITY CORE OVERLAY (CCO) TO PLANNED INSTITUTIONAL DISTRICT (PND)/(CCO)

312, 316, 318, 320, 324, & 326 South Bilbro Avenue and 725, 731 & 738 E. Castle Street Murfreesboro, Tennessee



SEC Project #24264



Initial Submittal

November 14th, 2024

Resubmitted

December 12th, 2024 for the
December 18th, 2024
Planning Commission Meeting

Resubmitted

December 26th, 2024 for the
January 8th, 2025
Planning Commission Public Hearing

Resubmitted

January 24nd, 2025 for the
February 6th, 2025
City Council Public Hearing

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

850 Middle Tennessee Blvd.
Murfreesboro, Tennessee 37129

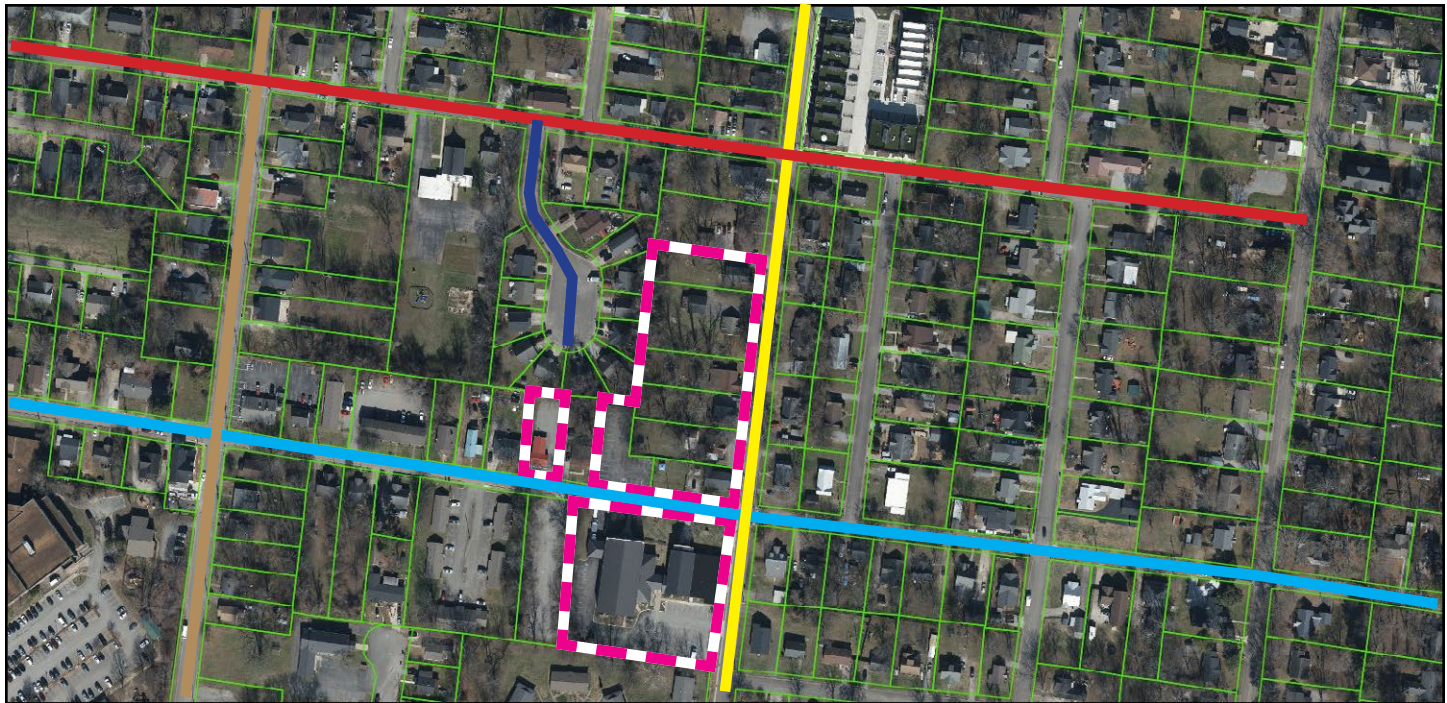


Company Name: First Baptist Church Murfreesboro
Profession: Owner
Attn: Warren Russel
Phone: 615-893-5322
Email: [REDACTED]
Web: www.fbcmurfreesboro.org

738 East Castle Street
Murfreesboro, Tennessee 37130

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AERIAL PHOTOGRAPH

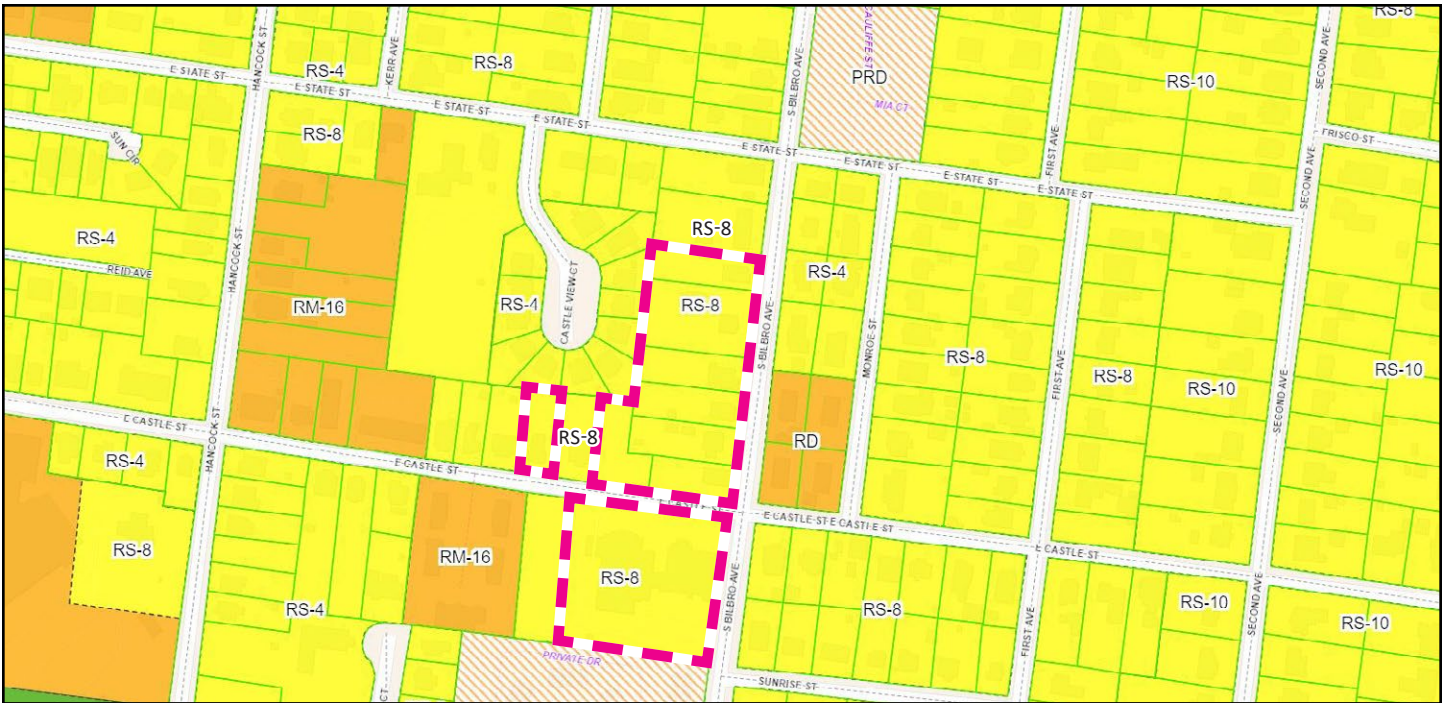
Not To Scale

- East Castle Street
- South Bilbro Avenue
- East State Street
- Castle View Court
- Hancock Street
- First Baptist Church Murfreesboro Site

First Baptist Church Murfreesboro respectfully requests rezoning of the First Baptist Church properties which involves a total of nine (9) lots known as 312, 316, 318, 320, 324, & 326 South Bilbro Avenue and 725, 731, and 738 East Castle Street from Single-Family Residential (RS-8) within the City Core Overlay (CCO) to Planned Institutional District (PND) within the City Core Overlay (CCO). The property is located along the western side of South Bilbro Avenue and along both sides of East Castle Street. The site is identified as Parcels 8.00, 9.00, 10.00, 11.00, 12.00, 13.00, 14.00, and 16.00 of Tax Map 102D Group F and Parcel 8.00 of Tax Map 102D Group G, for a total approximate area of 3.88 acres.

The request to rezone to a Planned Institutional District (PND) aims to create permanent adjacent parking lots for First Baptist Church Murfreesboro, located northwest of the East Castle Street and South Bilbro Avenue intersection. Between 1975 and 2024, Murfreesboro experienced substantial growth, with its population rising from approximately 27,000 to around 165,000—a five-fold increase, or about 511%. This rapid growth, in part, reflects Murfreesboro’s expanding urban and residential appeal as one of Tennessee’s fastest-growing cities, influencing various infrastructure needs, including increased parking for growing congregations, such as First Baptist Church of Murfreesboro.

The development will consist of approximately 205 standard surface parking spaces on 2.31 acres. Parking shall be utilized by the First Baptist Church Murfreesboro for regular congregations, funerals, weddings, and other events held by the church. The existing parking lot being utilized, across East Castle Street, by the church shall be removed and replaced with parking that meets the City of Murfreesboro’s design standards and to provide a more cohesive design with pedestrian connections. Landscaping shall be provided per the CCO standards and sidewalks provided along the East Castle Street and South Bilbro Avenue rights-of-ways.



ZONING MAP

Not To Scale

- RS-4 Residential Single-Family (RS-4)
- RS-8 Residential Single-Family (RS-8)
- RS-10 Residential Single-Family (RS-10)
- PRD Planned Residential District (PRD)
- RM-16 Residential Multi-Family (RM-16)
- RD Residential Duplex (Rd)

The surrounding area consists of a mixture of zoning types and land uses. The land to the north and part of the west are zoned RS-8, a portion of the land to the west is zoned RS-4 and RS-8. Land to the east is zoned RS-4 and RD, land to the south is zoned PUD. This development is within the CCO.

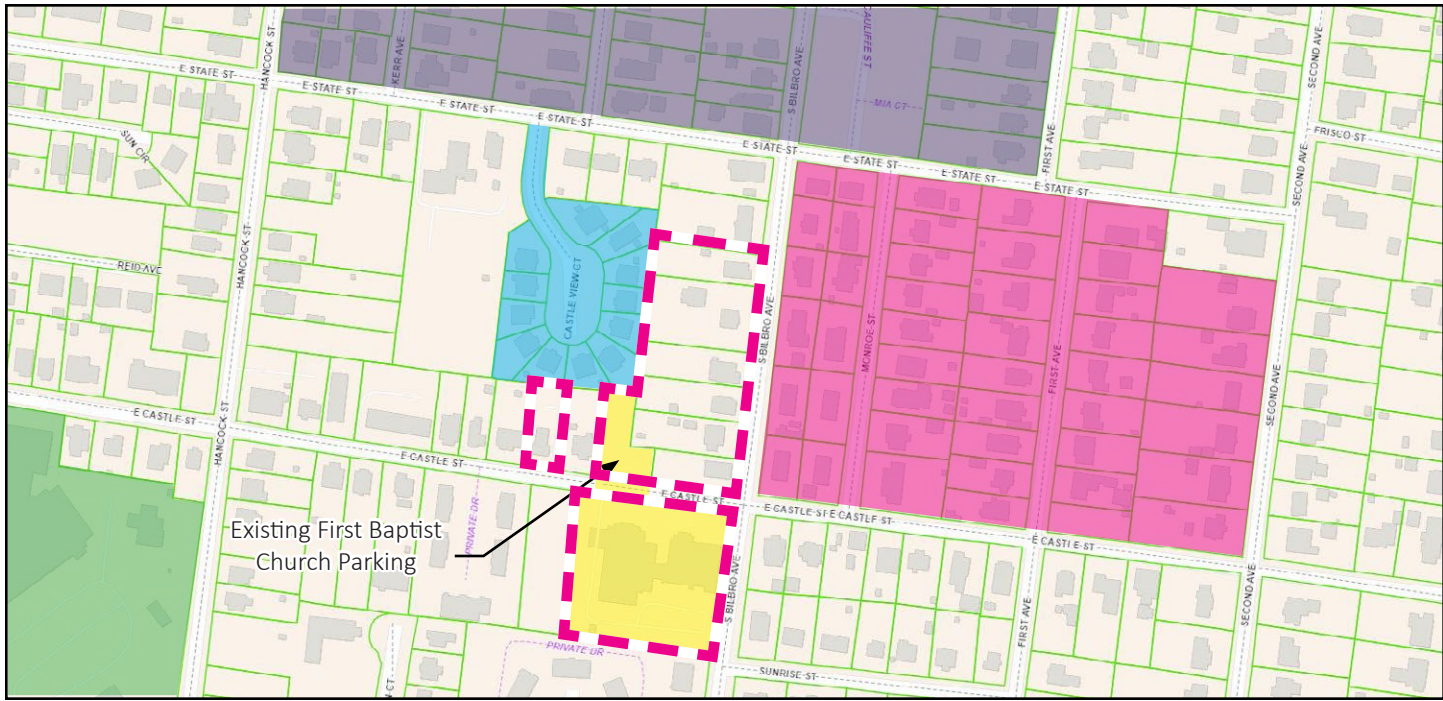
The Murfreesboro Future Land Use Map Amendment proposes this area as Mixed Form Housing (MH), Suburban (Neighborhood) Commercial (NC), and Public/Private Institutional (PI). The character of the MH land use includes a mixture of single-family detached and attached housing with traditional residential character, and an emphasis



2035 FUTURE LAND USE PLAN

on street facing facades and the pedestrian network. Generally compatible zoning districts for MH include RS-10, RS-8, RS-6, RS-A1, RS-A2, RS-A3, RD, PRD, and PUD, with other district considered on a case by case basis. The Neighborhood Commercial (NC) character area is intended for small commercial or office sites that are to serve the surrounding neighborhoods with everyday conveniences such as the current barbershop business located at 725 East Caste Street. While the PI character area includes improved parcels and facilities that are held in the public interest and is generally compatible with CU and PND development. These PI facilities have special parking and passenger drop-off requirements associated with their specific uses.

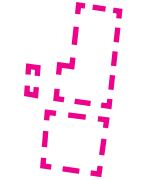
The proposed development does not align with the Murfreesboro Future Land Use Plan in terms of provided use proposed zoning. Nor are parking lots allowed as a stand alone use within the CCO district. However, the church’s foundation in the mid-1970s predates the city core overlay district by roughly 25 years, showing that the need for additional parking accommodates both Murfreesboro’s growth and the evolving needs of a longstanding local institution.



SUBDIVISION MAP

Not To Scale

- Castlevue
- Patterson Park
- Black & Bragg
- Bilbro
- First Baptist Church

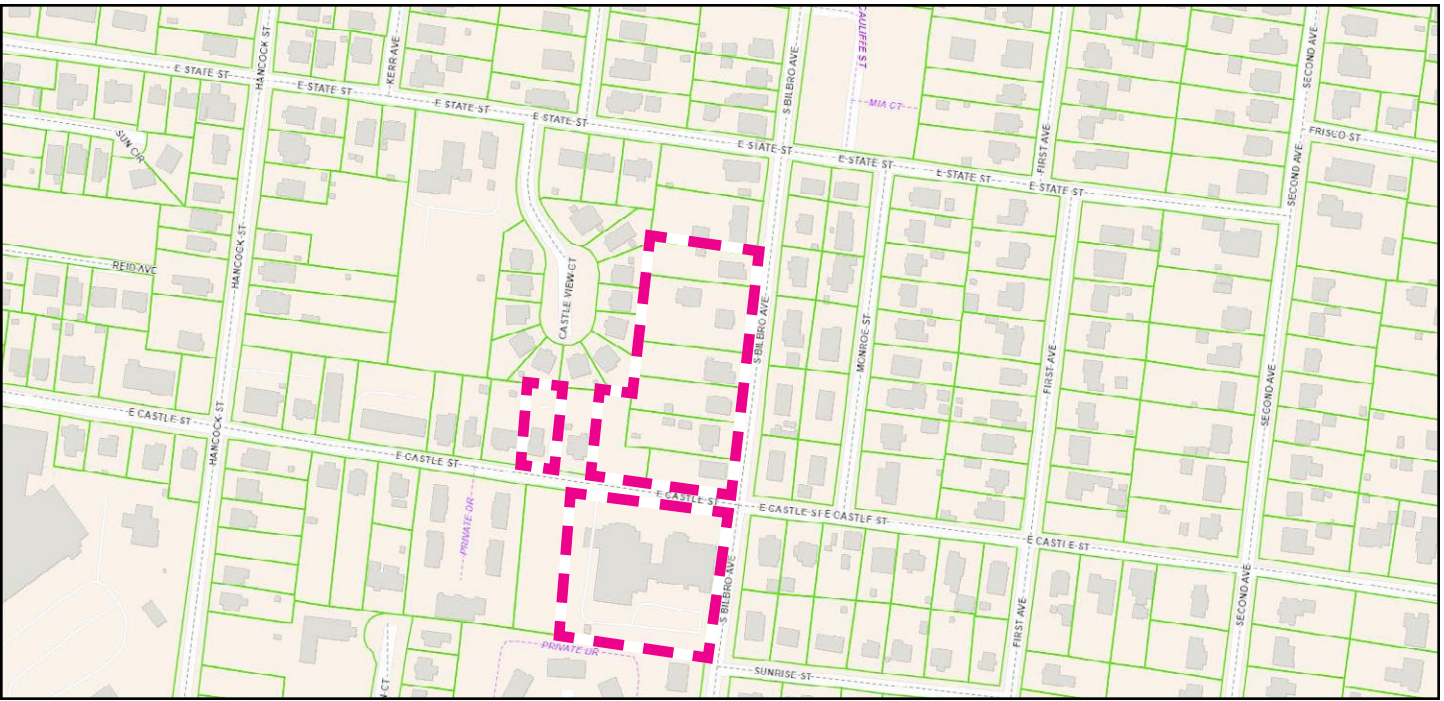


Site Boundary

First Baptist Church PND is surrounded by a mixture of residential dwelling types. Most of the dwellings surrounding this development are one to two-story single-family detached homes. These homes consist of a mixture of masonry materials.

Patterson Park to the west provides multiple amenities including; Wee Care Day Care Center, the Patterson Park Community Center, the Living Water Worship Center, and a number of athletic/sport amenities.

Castlevue is a residential subdivision to the west of this development. This development consist of one-story single-family detached homes. Elevations for the homes consist primarily of vinyl material along all elevations. There is one point of ingress/egress from this development onto East State Street



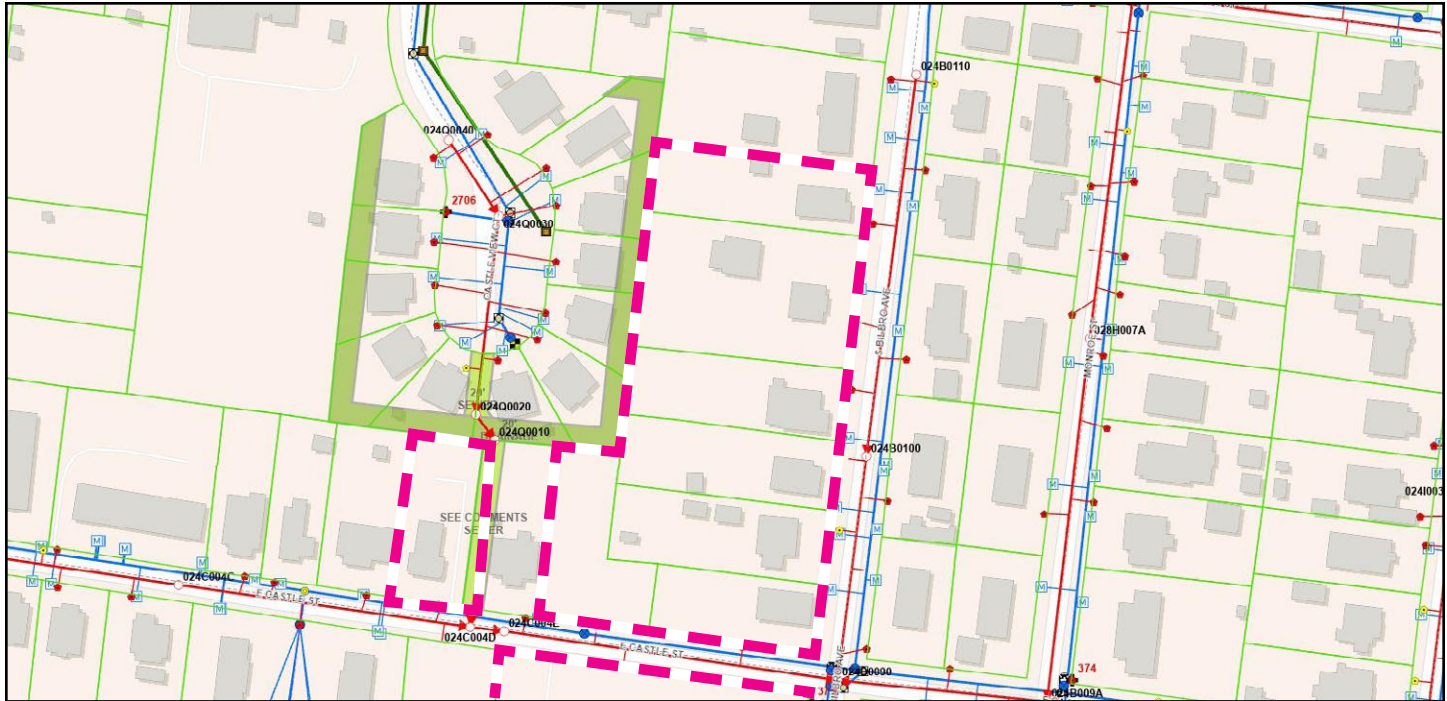
2040 MAJOR TRANSPORTATION PLAN

Not To Scale



Site Boundary

The property has/will have access to the existing public rights-of-way of East Castle Street through one entrance, and access to South Bilbro Avenue through two entrances. East Castle Street and South Bilbro Avenue are classified as local streets, and are not designated for any roadway improvements on the City of Murfreesboro's 2040 Major Transportation Plan. East Castle Street is currently built as a two-lane roadway with curb and gutter on both sides of the road, and a sidewalk along the southern side of the road. South Bilbro Avenue is currently built as a two-lane roadway with curb & gutter on both sides of the road.



UTILITY MAP

Not To Scale

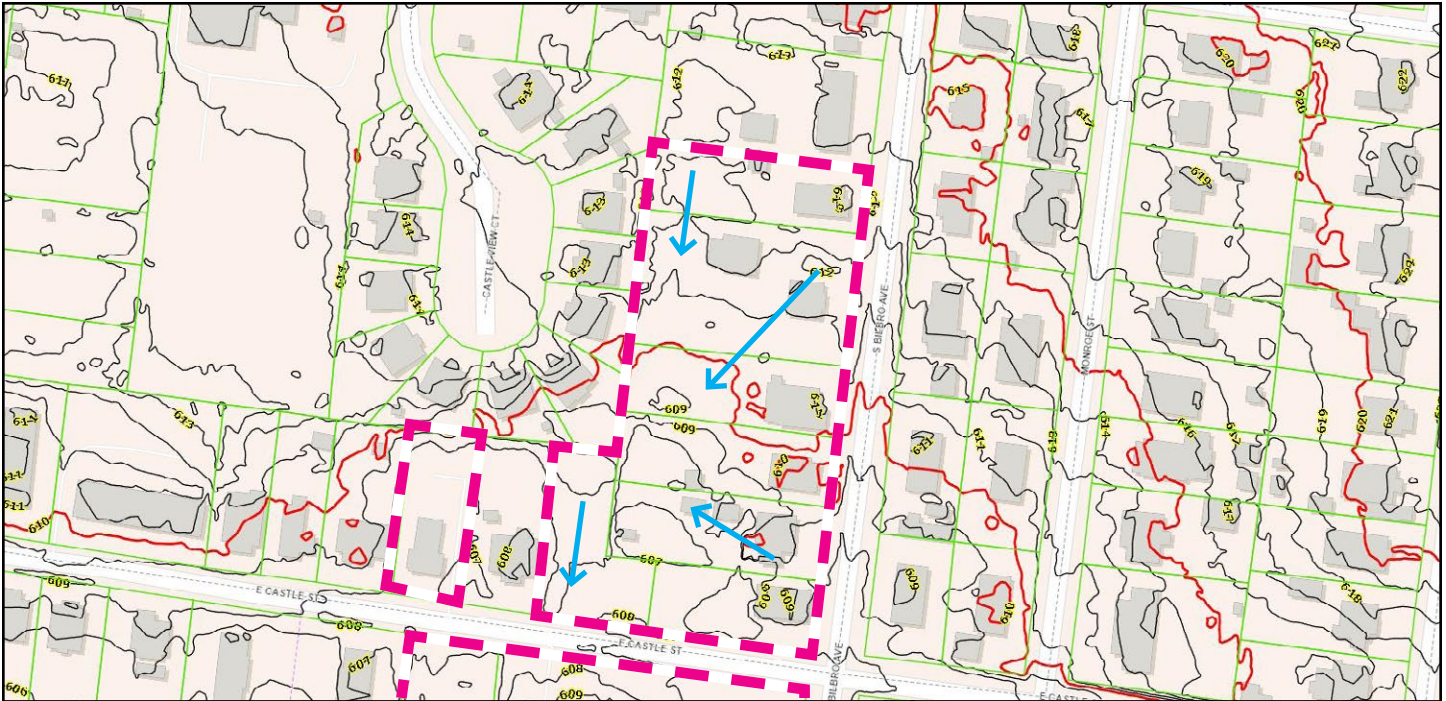


Water service will be provided by the Murfreesboro Water Resources Department. There is an existing 8 inch cast iron water line along East Castle Street, and a 6" water line along South Bilbro Avenue for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service. Existing water service to the lots may be able to provide for irrigation water to the landscaped parking area.

Additional sanitary sewer services will not be provided with this development.



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



HYDROLOGY AND TOPOGRAPHY

Not To Scale



The topographic map above shows the site's topographic high point generally along the northern and eastern perimeters of the site. From these high point, the property drains towards the south/southwest. Stormwater that drains off this site flows into the existing stormwater system along East Castle Street. Stormwater from this site ultimately drains into Lytle Creek.

This site does not lie within a 100-year or 500-year floodplain or floodway per FEMA Flood Panel 47149C0260J eff. 5/9/2024.



PHOTO DIRECTION MAP

Not To Scale

- East Castle Street
- South Bilbro Avenue
- East State Street
- Castle View Court



Site



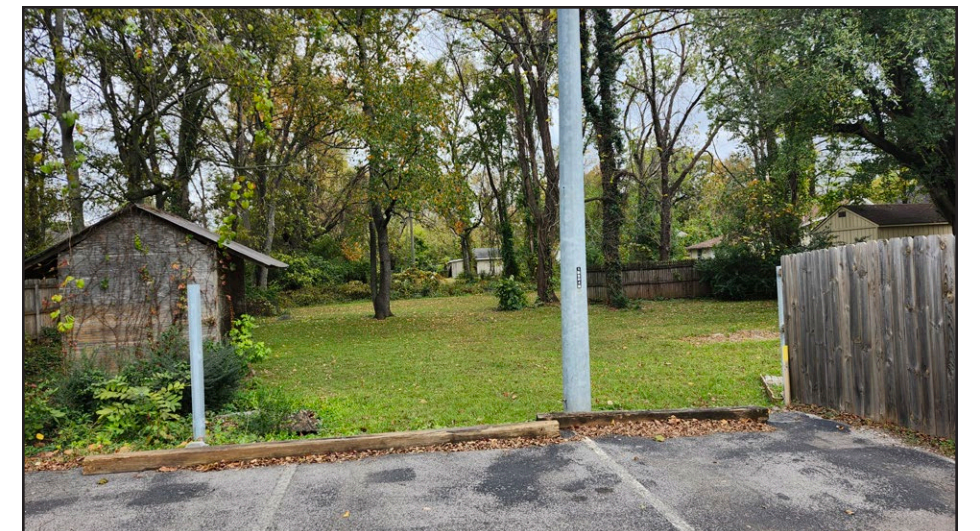
View of Existing On-Site Church Parking Lot on north side of E. Castle Street looking north, to be rebuilt.



View from Middle of Site Looking North



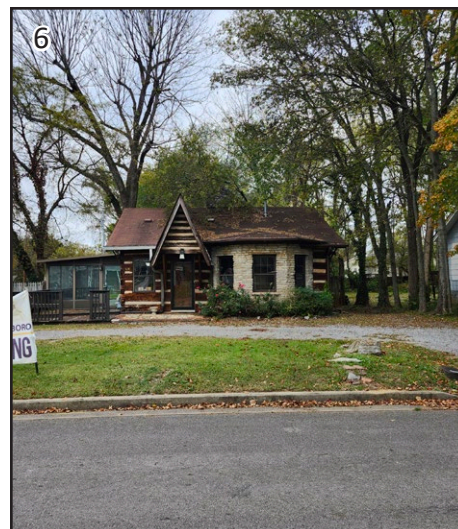
View from Middle of Site Looking South



View of Existing On-Site Church Parking Lot on north side of E. Castle Street looking north.



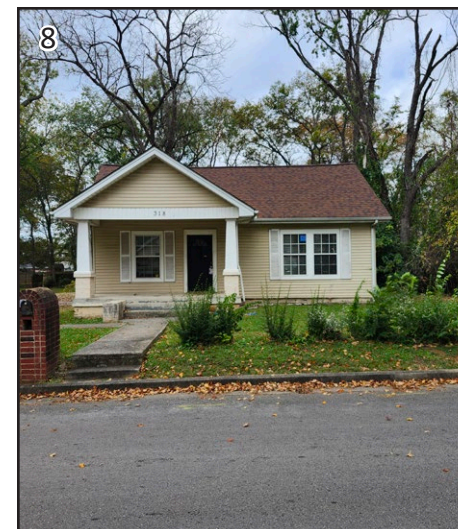
View of Existing Residence at 326 S. Bilbro to be demolished.



View of Existing Residence at 324 S. Bilbro to be demolished.



View of Existing Residence at 320 S. Bilbro to be demolished.



View of Existing Residence at 318 S. Bilbro to be demolished.



View of Existing Residence at 316 S. Bilbro to be demolished.



View of Existing Residence at 312 S. Bilbro to be demolished.

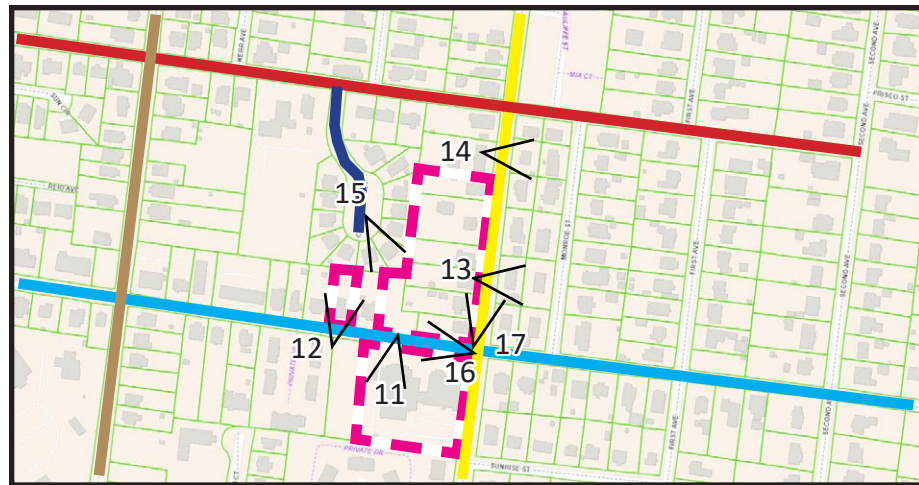


PHOTO DIRECTION MAP

Not To Scale

- East Castle Street
- South Bilbro Avenue
- East State Street
- Castle View Court
- Hancock Street



Site



View of First Baptist Church Murfreesboro from Existing Church Parking Looking South



View of Existing University Barber Shop at 725 E. Castle Street to be demolished.



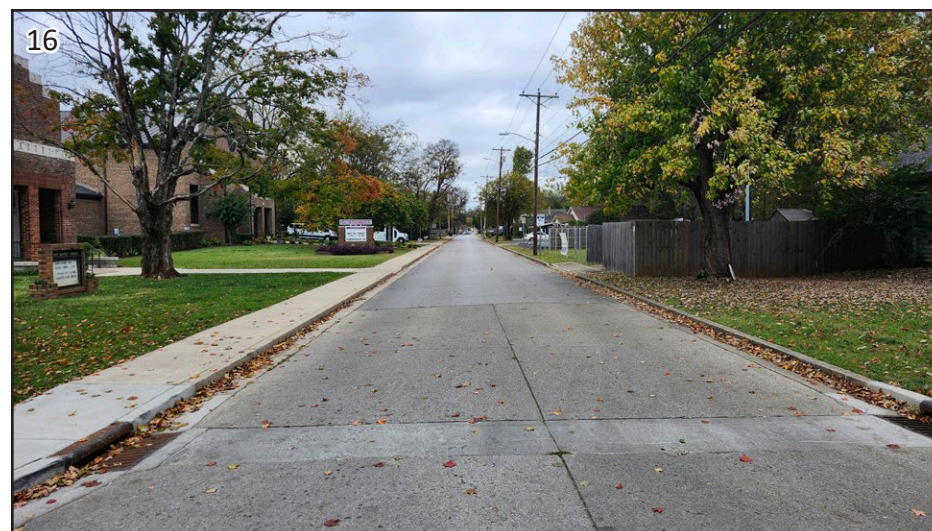
View of Neighboring Residence Looking East from South Bilbro Avenue



View of Neighboring Residence Looking East from South Bilbro Avenue



View of Neighboring Residence Looking Southeast from E. Castle Street



View of East Castle Street From South Bilbro Avenue Looking West



View of South Bilbro Avenue from East Castle Street Looking North

Total Land Area: ±3.88 Acres
Total FBC Campus Area: ±1.57 Acres
Total Expansion Area: ±2.31 Acres

Required Expansion Open Space: ±0.35 Acres (15%)
Provided Expansion Open Space: ±0.35 Acres (15%)

Required FBC Campus Open Space: ±0.23 (15%)
Provided FBC Campus Open Space: ±0.33 AC (21%)

Number of Existing Parking Spaces: 46 Spaces + 6 H.C.
Number of Proposed Spaces: 205 Spaces

FBC Campus Lot Coverage: 30.6%
(20,931 Sqft Building / 68,389 Sqft Total Area)

Parking Lot 'A'
Total area: ±2.10 Acres
Proposed Parking Coverage: ±1.52 Acres (72%)
Proposed Parking Spaces: 193 Spaces

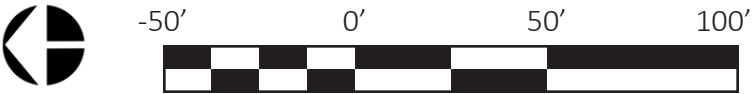
Parking Lot 'B'
Total area: ±0.21 Acres
Proposed Parking Coverage: ±0.12 Acres (57%)
Proposed Parking Spaces: 12 Spaces

Parking Lot 'C'
Total area: ±1.57 Acres
Existing Parking Coverage: ±0.55 Acres (35%)
Existing Parking Spaces: 46 Spaces + 6 H.C.

Landscaped Area Required for New Parking Lots:
(Excludes Required Perimeter Landscape/Buffer Zones)

Required Landscaped Area: ±0.09 Acres (4%)
Proposed Landscaped Area: ±0.11 Acres (4.8%)

- Open Space
- Roadway
- Sidewalk
- Conceptual Light Pole Locations



Lots A and B Development Standards:

- Approximately 205 proposed standard parking spaces.
- All mechanical or utility boxes to be screened
- All on-site utilities will be underground
- Parking lots shall be maintained by First Baptist Church
- All driveways and parking areas will be private and maintained by the First Baptist Church Murfreesboro
- Public sidewalks will be provided along East Castle Street and South Bilbro Avenue.
- On-site lighting shall comply with the City of Murfreesboro requirements.
- New lighting should be installed to maintain a minimum 0.5 candle watts in the parking lot and along the pedestrian sidewalks, not to exceed 0.5 candle watts at the property lines, have proper shielding, and limit all new pole lighting to 16-ft maximum heights given the sensitive residential surroundings.
- Lot ‘A’ will be considered part of “Phase 1” and Lot ‘B’ is part of a future “Phase 2”
- Previously approved variance requests shall remain as approved unless otherwise specified in this pattern book.

Allowable Uses Requested for Rezoning

- Church
- Senior Citizens Center

Hours of Operations:

Regular Church/Office:	8am-5pm Monday-Thursday
Other Church Activities:	6pm-8pm Monday-Friday (as requested)
Sunday Services:	8am-2pm (Currently 3 services are held at 8am, 9:45am, and 11:45 am)
Special Events:	8am-9pm Saturday (as requested)



EXAMPLE OF 4’ PRIVACY FENCE



EXAMPLE OF 6’ PRIVACY FENCE



EXAMPLE OF ON-SITE LIGHTING

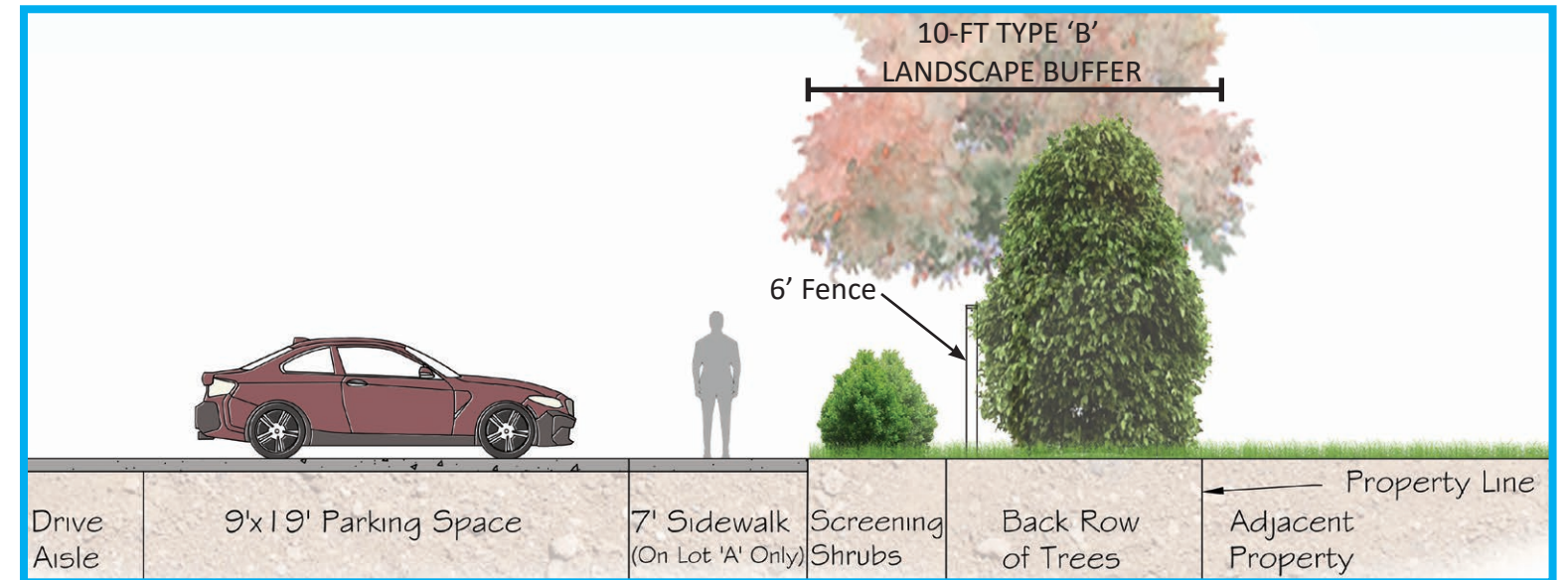


- STREETSCAPE PERIMETER TREES WITH SCREENING SHRUBS
- TYPE B LANDSCAPE BUFFER WITH 6-FT FENCE AND 50% PLANTINGS
- TYPE B LANDSCAPE BUFFER WITH 4-FT FENCE WITH 50% TREE PLANTINGS
- 4-FT FENCE WITH SCREENING SHRUBS

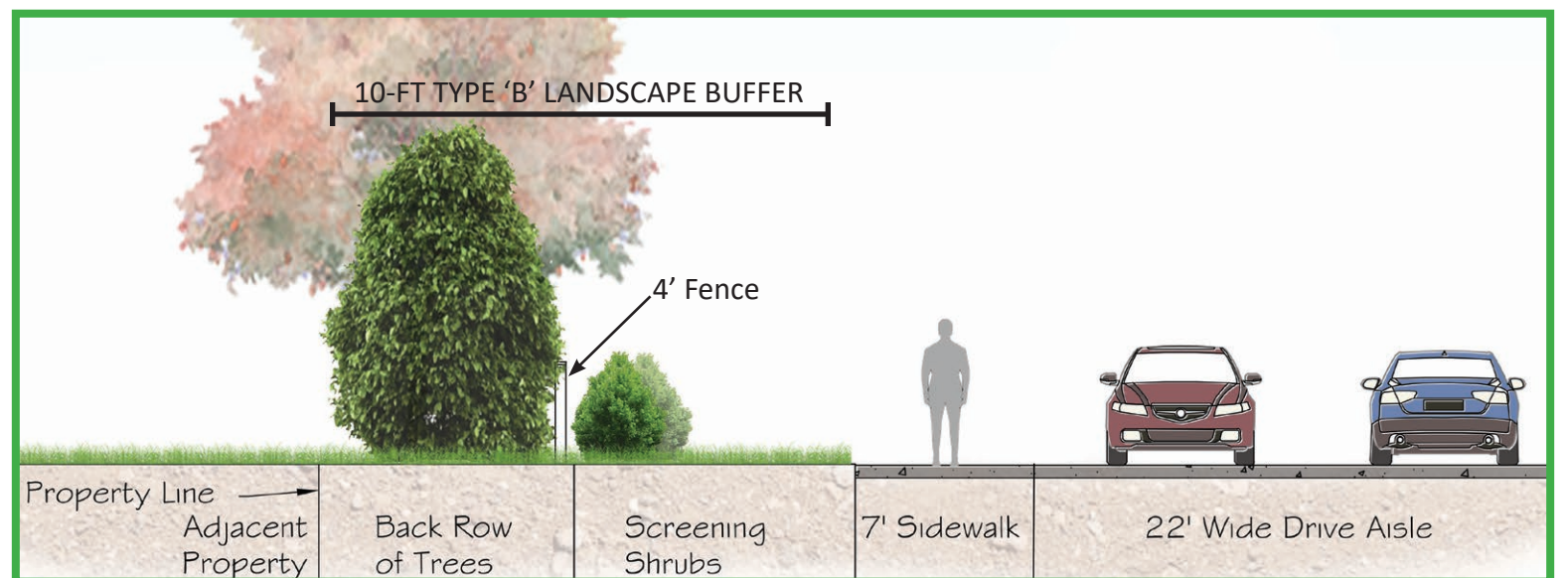
The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

Landscaping Characteristics:

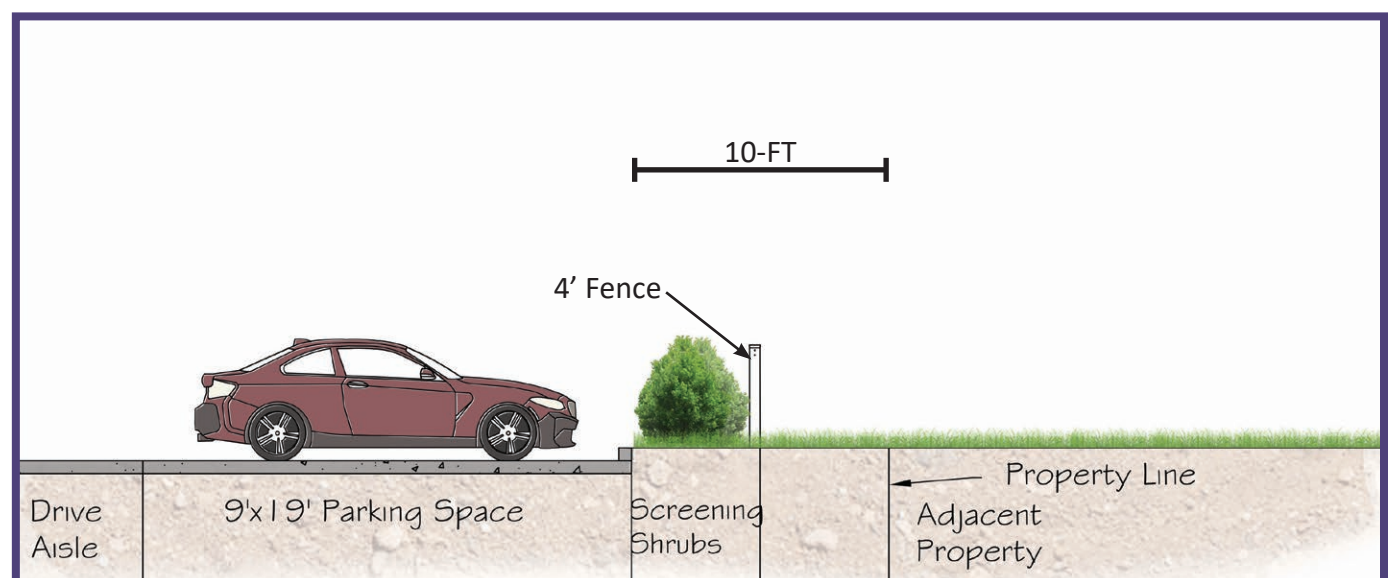
- A minimum 8 feet of landscape perimeter planting area between parking and exterior property lines.
- A minimum 10 foot Type 'B' Landscape Buffer with screening shrubs will be installed with a 6' or 4' tall privacy fence as delineated in the above diagram. (With 50% Tree Plantings)
- All perimeters of the parking lots adjacent to ROWs will incorporate a low shrub row to mitigate vehicular headlights.
- Above ground utilities will be screened with landscaping and/or walls.
- Landscaping shall be installed as per the proposed concept plan in this pattern book. Alternatives or redesigns to the landscape shall be permitted upon staff approval.



SECTION OF PROPOSED TYPE 'B' BUFFER WITH 6' FENCE (MEETING CITY STANDARD)



SECTION OF PROPOSED TYPE 'B' BUFFER WITH 4' FENCE



SECTION OF PROPOSED SCREENING SHRUBS WITH 4' FENCE



- Proposed Entrances
- Internal Pedestrian Circulation
- External Pedestrian Circulation
- Vehicular Circulation

Pursuant to the City of Murfreesboro’s 2040 Major Thoroughfare Plan (MTP), none of the roadways in this development are slated for any further improvements. East Castle Street and South Bilbro Avenue are classified as local streets and are the only streets impacted by this development. East Castle Street is currently built as a two-lane roadway with curb and gutter on both sides of the road, and a sidewalk along the southern side of the road. South Bilbro Avenue is currently built as a two-lane roadway with curb and gutter on both sides of the road.

As outlined above, the primary ingress and egress for this site will be via East Castle Street and South Bilbro Avenue. Access points will be designed to accommodate two lanes of travel: one lane for traffic entering the development and one lane for traffic exiting. A 5-foot-wide sidewalk, accompanied by a 2-foot grass strip, will be constructed along South Bilbro Avenue, extending from East Castle Street to East State Street along the project’s boundaries.

For sections of the sidewalk in this area that fall outside the scope of this rezoning (in front of 727 Castle Street and 302, 304, & 306 South Bilbro Street), the applicant (FBC) will provide the design during the site plan submittal phase, with construction costs to be covered by the City of Murfreesboro. On the north side of East Castle Street, a 5-foot sidewalk will extend from the southwest corner of Lot ‘B’ to the intersection of South Bilbro Avenue and East Castle Street. The portion of the sidewalk between Lots ‘A’ and ‘B’ will also be designed by the applicant (FBC) during site plan submittal and funded by the City of Murfreesboro.

Additionally, right-of-way dedication may be required to accommodate the sidewalk. No sidewalk installations outside the proposed rezoning area will occur without prior agreement from the current property owner.

The parking lots will be private.

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

Response: The exhibits given on Pages 3-7 meet this requirement.

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

Response: The exhibits given on Pages 3-7 meet this requirement.

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

Response: The exhibits given on Pages 3-7 meet this requirement.

4.) A drawing defining the location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

Response: Pages 8-9 provide exhibits and standards that provides the required materials.

5.) A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

Response: Pages 8 & 9 provide exhibits and standards that provides the required materials.

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

- (AA): The approximate date when construction of the project can be expected to begin.
- (BB): The order in which the phases of the project will be built.
- (CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage
- (DD): A breakdown by phase for subsections (5) and (6) above.

Response: The project is anticipated to be developed in two phases. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure.

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

Response: The property is currently zoned RS-8. The surrounding area has a mixture of residential properties. The concept plan and development standards shown within this booklet are intended to provide an existing church with additional parking

8.) A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

Response: See Page 11 for requested exceptions and setbacks.

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

Response: This requirement has been addressed in the chart below.

TOTAL SITE AREA	171,405 s.f.	3.93 AC	100.00%
TOTAL MAXIMUM FLOOR AREA	0 s.f.	0.00 AC	0.00%
TOTAL LOT AREA	171,405 s.f.	0.00 AC	100.00%
TOTAL BUILDING COVERAGE	0 s.f.	2.15 AC	0.00%
TOTAL DRIVE/ PARKING AREA	79,472 s.f.	1.67 AC	77.44%
TOTAL RIGHT-OF-WAY	0 s.f.	0.00 AC	0.00%
TOTAL LIVABLE SPACE	0 s.f.	0.0 AC	0%
TOTAL OPEN SPACE	23,544 s.f.	.54 AC	13%
FLOOR AREA RATIO (F.A.R.)	N/A		
LIVABILITY SPACE RATIO (L.S.R.)	0.0		
OPEN SPACE RATIO (O.S.R.)	1.00		

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

Response: This property is within with City Core Overlay District (CCO). This property is not in the Gateway Design Overlay District , Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portions of this property lies in X, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0260J eff. 5/9/2024.

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

Response: Pages 3 & 10 discusses the 2040 Major Transportation Plan.

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

Response: The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is The First Baptist Church Murfreesboro. contact info for both is provided on cover.

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

Response: No architecture proposed within this development.

14.) If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: No entrance signage within this development.

Land Use Parameters and Building Setbacks					
Zoning (Existing vs Proposed)	RS-8 (Existing Zoning)	City Core Overlay District (CCO)	OG (Comparative Base Zoning)	Proposed PND	Comparative, or CCO District Difference
Residential Density					
Minimum Lot Area	8,000 sqft	N/A	5,000 sqft	N/A	N/A
Minimum Lot Width	55'	N/A	50'	N/A	N/A
Minimum Setback Requirements					
Minimum Front Setback to East Castle Street	30'	27' Build to	30'	N/A	N/A
Front Proch Encroachment	5'	N/A	N/A	N/A	0'
Minimum Side Setback	5'	N/A	10'	N/A	0'
Minimum Rear Setback	20'	N/A	20'	N/A	0'
Land Use Intensity Ratios					
MAX F.A.R.	N/A	Not Required	0.30	N/A	N/A
Minimum Livable Space Ratio	N/A	Not Required	0.28	N/A	N/A
Minimum Open Space Ratio	N/A	Not Required	0.60	N/A	N/A
Minimum Open Space Requirement	20%	15%	20%	15%	0%
Minimum Formal Open Space	N/A	5%	N/A	0%	-5%
Max Height	35'	35'	35'	35'	0'
Lot Coverage	35%	Maximum of 75%	None	Maximum of 75%	0

REQUESTED EXCEPTIONS:

- Requesting an exception to allow parking as the sole use on lots ‘A’ and ‘B’ tied to the church development.
- Requesting an exception to the required formal open space within the CCO district for non-residential uses to be excluded from this development.
- Requesting an exception to the Type ‘B’ Buffer along the south western portion of Lot ‘A’ and the northern portion of lot ‘A’ to utilize a 4’ high fence (instead of 6’ high), with 50% tree plantings and parking lot screening shrubs shown on page 10.
- Requesting an exception to the Type ‘B’ Buffer along the east property line of Lot ‘B’ to only include a 4’ tall fence and parking lot screening shrub shown on page 10.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

6:00 PM

COUNCIL CHAMBERS

MEMBERS PRESENT

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

STAFF PRESENT

Greg McKnight, Exec. Director, Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Richard Donovan, Principal Planner
Sloane Lewis, 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 Comment portion of the agenda.

4. Approve minutes of the December 18, 2024 Planning Commission meeting.

Mr. Shawn Wright made a motion to approve the minutes of the December 18, 2024 Planning Commission meeting; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Jami Averwater
Tristan Carroll
Ken Halliburton

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

Mr. Dyllon Muto, 1109 Spring Creek Drive – came forward to make known the danger of median curbs placed on city streets. He expressed that there are safety hazards at an unmarked median curb at the intersection of Fortress Boulevard and Franklin Road.

Chair Kathy Jones closed the public comment hearing.

The Planning Commission began discussing the concerns that had been presented for the rezoning request regarding the proposed turning lanes, fencing, and shrubbery.

There being no further discussion, Vice-Chairman Ken Halliburton made a motion to approve the zoning application subject to all staff comments and to the proposed chain link fencing being extended all the way towards North Rutherford Boulevard along the both the northern and southern boundaries of the development; the motion was seconded by Mr. Shawn Wright and carried in favor by the following vote:

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

Nay: None

Zoning application [2024-422] for approximately 3.88 acres located along South Bilbro Avenue and East Castle Street to be rezoned from RS-8 & CCO to PND (First Baptist Church Murfreesboro PND) & CCO, First Baptist Church Murfreesboro 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.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

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

Chair Kathy Jones opened the public hearing.

1. **Mr. Walter Harris, 2902 Pavilion Place** – is in favor of this request due to it improving traffic safety.
2. **Mr. Will Thomas, 302 South Bilbro Avenue** – opposes the request due to concerns about eight homes being torn down for a parking lot. He feels there is a better solution due to the shortage of homes in the area.
3. **Mr. Paul Chilsen, 825 Sunrise Street** – opposes the request due to cutting down trees to replace with asphalt paving over green space.
4. **Ms. Ashley Kadlitz, 2373 Age Avenue** – is in favor of this request due to it improving traffic safety.
5. **Ms. Tameka Knowles 419 Tyne Avenue** – is in favor of this request due to it improving traffic safety.
6. **Mr. Warren Russell 1422 Northwoods Cove** – is in favor of this request due to it improving traffic safety and parking concerns.
7. **Ms. Tanya Dumas, 1019 Greenland Avenue** – is in favor of this request.
8. **Ms. Elmira Chaney, 705 E. Castle Street-** is in favor of this request.

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

Mr. Shawn Wright said that this proposal is a solution to address parking needs.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION JANUARY 8, 2024

Vice-Chairman Ken Halliburton asked if a fence would be included along South Bilbro Avenue. Ms. Holly Smyth discussed the proposed landscaping and fencing.

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

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

Nay: None

7. **Adjourn.**

There being no further business the meeting adjourned at 8:00 p.m.

Chair

Secretary

ORDINANCE 25-OZ-05 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 3.88 acres located along South Bilbro Avenue and East Castle Street from Single-Family Residential Eight (RS-8) District and City Core Overlay (CCO) to Planned Institutional Development (PND) District (First Baptist Church Murfreesboro PND) and City Core Overlay (CCO); First Baptist Church Murfreesboro, applicant [2024-422]

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

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

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

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

Passed:

1st reading _____


2nd reading _____

Shane McFarland, Mayor

ATTEST:

Erin Tucker
City Recorder

APPROVED AS TO FORM:

Signed by:


43A2035E54F0401...
Adam F. Tucker
City Attorney

SEAL

Ordinance 25-OZ-05

RS-8

Area rezoned from
RS-8 & CCO to PND &
CCO

RS-4

RS-8

E-STATE-ST

PRD

Area rezoned from
RS-8 & CCO to PND
& CCO

MONROE

RS-8

RD

E CASTLE ST

RM-16

E-CASTLE-ST

RS-8

Area rezoned from
RS-8 & CCO to PND
& CCO

PUD

SUNRISE-ST

RS-8

PUD

MINOR-ST



N



COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Purchase of Medium Duty Service Truck
Department: Fleet Services
Presented by: Kyle Lingo, Assistant Director – Fleet Services
Requested Council Action:

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

Summary

Consider purchase of Chevrolet 4WD MD Service Body Truck

Staff Recommendation

Approve the purchase contract with Wilson County Motors, LLC

Background Information

The proposed purchase is required for the Fleet Services Department's daily operations. Service trucks allow our mechanics to repair large trucks and equipment out in the field and on the road. The increasing size of the fleet necessitates a larger and better outfitted service vehicle for road-calls.

Council Priorities Served

Expand infrastructure

Maintaining city equipment quickly and efficiently is vital to maintaining the city's infrastructure.

Responsible budgeting

Purchasing the chassis from the Tennessee Statewide Contract ensures cost savings for our Department and our customers.

Fiscal Impact

The expense, \$132,196, is funded from the Other Capital Sources Fund.

Attachments

Contract for Wilson County Motors, LLC

**CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
WILSON COUNTY MOTORS, LLC
FOR PURCHASE OF 2025 CHEVROLET SILVERADO 5500 MD 4WD
REG CAB WORK TRUCK**

This Contract is entered into and effective as of _____, 2025 ("Effective Date"), by and between the **CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **WILSON COUNTY MOTORS, LLC**, a corporation of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- ***This Contract***
- ***Contractor's State of Tennessee Contract No. 209/84707 with Wilson County Motors, LLC. hereinafter referred to as "State Contract"***
- ***Sales Quotation dated January 20, 2025, from Wilson County Motors, LLC. for 2025 Chevrolet Silverado 5500 MD 4WD Reg Cab Work Truck with Service Body and optional equipment, hereinafter referred to as "Contractor's Quote"***
- ***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, the State Contract No. 209/84707 with Wilson County Motors, LLC***
- ***Finally, the Contractor's Quote dated January 20, 2025***

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and City agrees to purchase the following vehicles and optional equipment as set forth in the State Contract and Contractor's Quote: One (1) 2025 Chevrolet Silverado 5500 MD 4WD Reg Cab Work Truck with Service Body and optional equipment as listed.
2. **Term.** The term of this Contract shall be from the Effective Date first listed above to the expiration of the State Contract on December 31, 2025, or as amended by the State of Tennessee. Contractor's performance may be terminated in whole or in part:
 - a. Upon 30-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to

immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

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

- a. The price for the goods and other items to be provided under this Contract is set forth in the Contractor's Quote for One (1) 2025 Chevrolet Silverado MD 4WD Crew Cab Work Truck with Service Body and optional equipment reflecting a **Total Purchase Price of One Hundred Thirty-Two Thousand, One Hundred Ninety-Six Dollars and Forty-five Cents (\$132,196.45)** as set forth in the above referenced Contractor's Quote. Any compensation due Contractor under the Contract shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to accountspayable@murfreesborotn.gov.
 - b. Deliveries of all items for the Fleet Services Department shall be made within 180 days of issuance of Purchase Order to Attn: Kyle Lingo – Fleet Services Department – 111 West Vine Street, Murfreesboro, TN 37130. Contact Person Kyle Lingo (tel. 615-642-1899; email: klingo@murfreesborotn.gov) must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
 - c. 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.
 - d. 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 shall meet the warranty requirements set forth in the specifications and shall include the manufacturer's standard warranty.
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 Contract, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

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

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

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:

Wilson County Motors, LLC
Danielle Rodriguez
903 S. Hartman Dr.
Lebanon, TN 37090
Phone: (615) 444-9642
danielle@wilsoncountyauto.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 Contract, a

breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.

16. **Assignment.** The provisions of this Contract inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations pursuant to this Contract.
17. **Integration.** This Contract, Contractor's Quote, and the State Contract identified above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Contract and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Contract, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
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 Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

CITY OF MURFREESBORO

WILSON COUNTY MOTORS, LLC

By: _____
Shane McFarland, Mayor

DocuSigned by:
By Danielle Rodriguez
Danielle Rodriguez, Fleet Manager

APPROVED AS TO FORM:

Signed by:

Adam F. Tucker

Adam F. Tucker, City Attorney



Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

2025 Murfreesboro 5500 Reg Cab w Service Body

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck





Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Wilson County Motors SWC# 84707 Vendor# 0000000869

Prepared By:

Danielle Rodriguez

Wilson County Motors SWC# 84707 Vendor# 0000000869

615-444-9642

danielle@wilsoncountyauto.com

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Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$57,659.70	\$63,085.00
Total Options	\$72,615.11	\$78,954.76
Vehicle Subtotal	\$130,274.81	\$142,039.76
Tire Weight Tax (TWT)	\$26.64	\$26.64
Destination Charge	\$1,895.00	\$1,895.00
Grand Total	\$132,196.45	\$143,961.40

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Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (☒ Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	7500 lbs
Rear Gross Axle Weight Rating:	15000 lbs
Gross Vehicle Weight Rating:	19500.00 lbs

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Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

Technical Specifications

Medium Duty

Medium Duty Performance

Front Axle %	64.35	Rear Axle %	35.65
Driver Weight	350.0 lbs	Front Ground Load	5522.00 lbs
Rear Ground Load	3059.00 lbs	1st gear High Speed (High Axle Gear)	N/A
2nd gear High Speed (High Axle Gear)	N/A	3rd gear High Speed (High Axle Gear)	N/A
4th gear High Speed (High Axle Gear)	N/A	5th gear High Speed (High Axle Gear)	N/A
6th gear High Speed (High Axle Gear)	N/A	1st gear Low Speed (High Axle Gear)	N/A
2nd gear Low Speed (High Axle Gear)	N/A	3rd gear Low Speed (High Axle Gear)	N/A
4th gear Low Speed (High Axle Gear)	N/A	5th gear Low Speed (High Axle Gear)	N/A
6th gear Low Speed (High Axle Gear)	N/A	1st gear High Speed (Low Axle Gear)	N/A
2nd gear High Speed (Low Axle Gear)	N/A	3rd gear High Speed (Low Axle Gear)	N/A
4th gear High Speed (Low Axle Gear)	N/A	5th gear High Speed (Low Axle Gear)	N/A
6th gear High Speed (Low Axle Gear)	N/A	1st gear Low Speed (Low Axle Gear)	N/A
2nd gear Low Speed (Low Axle Gear)	N/A	3rd gear Low Speed (Low Axle Gear)	N/A
4th gear Low Speed (Low Axle Gear)	N/A	5th gear Low Speed (Low Axle Gear)	N/A
6th gear Low Speed (Low Axle Gear)	N/A	Reduction	23.51
Torque @ Clutch Engage	N/A	Starting Grade Index	N/A
1st Gear Tractive Effort (High Axle Gear)	N/A	2nd Gear Tractive Effort (High Axle Gear)	N/A
3rd Gear Tractive Effort (High Axle Gear)	N/A	4th Gear Tractive Effort (High Axle Gear)	N/A
5th Gear Tractive Effort (High Axle Gear)	N/A	6th Gear Tractive Effort (High Axle Gear)	N/A
1st Gear Tractive Effort (Low Axle Gear)	N/A	2nd Gear Tractive Effort (Low Axle Gear)	N/A
3rd Gear Tractive Effort (Low Axle Gear)	N/A	4th Gear Tractive Effort (Low Axle Gear)	N/A
5th Gear Tractive Effort (Low Axle Gear)	N/A	6th Gear Tractive Effort (Low Axle Gear)	N/A
1st Gear Gradeability (High Axle Gear)	N/A	2nd Gear Gradeability (High Axle Gear)	N/A
3rd Gear Gradeability (High Axle Gear)	N/A	4th Gear Gradeability (High Axle Gear)	N/A
5th Gear Gradeability (High Axle Gear)	N/A	6th Gear Gradeability (High Axle Gear)	N/A
1st Gear Gradeability (Low Axle Gear)	N/A	2nd Gear Gradeability (Low Axle Gear)	N/A
3rd Gear Gradeability (Low Axle Gear)	N/A	4th Gear Gradeability (Low Axle Gear)	N/A
5th Gear Gradeability (Low Axle Gear)	N/A	6th Gear Gradeability (Low Axle Gear)	N/A

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Wilson County Motors SWC# 84707 Vendor# 0000000869
 Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (Complete)

Medium Duty

Medium Duty Performance

Geared Road Speed	0.00 MPH	Actual Loaded Speed	N/A
Grade (%)	2.0	Maximum Speed Gradeability	N/A
Torque Converter	1.764	Maximum Capacity @ 0° F	2200.00
% of Body on Front Axle	49.01	% of Body on Rear Axle	50.99
Body Weight Front	0.00 lbs	Body Weight Rear	0.00 lbs
Actual Loaded Speed (First Part, MPH)	N/A	Actual Loaded Speed (Second Part, RPM)	
Actual Loaded Speed (Third Part, Gear)		Road Type	Concrete
Body Weight	0.0 lbs	Driver Weight Front	315.00 lbs
Driver Weight Rear	35.00 lbs	Medium Duty Body Type	None
Front Total Load	5522.00 lbs	Rear Total Load	3059.00 lbs

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Wilson County Motors SWC# 84707 Vendor# 0000000869

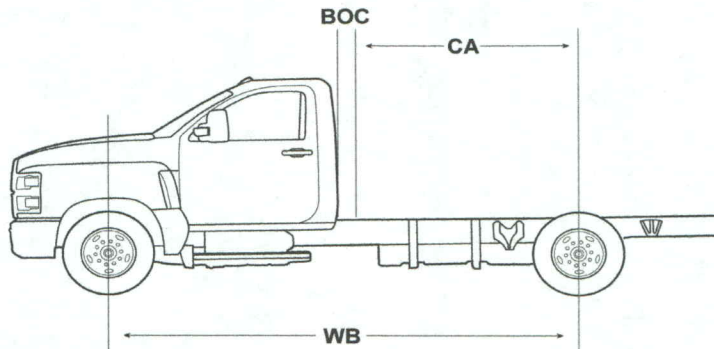
Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (☒ Complete)

Weight Distribution

SPECIFICATION SUMMARY

Model #	CK56403
Truck/Tractor	
Wheelbase (WB)	165 in
Cab to Axle (CA)	83.86 in
Cab to Body/Swing Clear (BOC)	3.0 in
Body Length	0.0 ft
Body Weight	0.0 lbs
Cargo Weight	0.00 lbs
Front GAWR	7500 lbs
Rear GAWR	15000 lbs
GVWR	19500.00 lbs



CA: 83.86 in
BOC: 3.0 in
WB: 165 in

Fr%: 64.35
Front Wt: 5522.00 lbs

Rr%: 35.65
Rear Wt: 3059.00 lbs

GAWR/GVWR	GVW	Remaining Payload Wt
19500.00 lbs	8581.00 lbs	10,919.00 lbs

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (☒ Complete)

Weight Distribution

SPECIFICATION DETAILS			
	Front Axle	Rear Axle	Total
Actual			
Chassis	5207.00 lbs	3024.00 lbs	8231.00 lbs
Body	0.00 lbs	0.00 lbs	0.0 lbs
Payload	0.00 lbs	0.00 lbs	0.00 lbs
Trailer			0.0 lbs
Totals	5522.00 lbs	3059.00 lbs	8581.00 lbs
Capacity			
Axle	7500 lbs	15000 lbs	22500.00 lbs
Suspension	7500 lbs	15500 lbs	23,000.00 lbs
Tire	7940 lbs	15000 lbs	22940.00
Total Axle Rating	7500.00 lbs	15000.00 lbs	22500.00 lbs

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Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (☒ Complete)

Selected Model and Options

MODEL			
CODE	MODEL	VQ2	MSRP
CK56403	2025 Chevrolet Silverado MD 4WD Reg Cab Work Truck	\$57,659.70	\$63,085.00

COLORS	
CODE	DESCRIPTION
G7C	Red Hot

MODEL OPTION					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
R7N	5500 HD Series (Included and only available with (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR.)	0.00 lbs	0.00 lbs	Inc.	Inc.

GVWR					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GZG	GVWR, 19,500 lbs. (8845 kg) (Silverado 5500 HD 4X4 models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD2) 13.5k rear axle and (GR4) 13.5k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)	0.00 lbs	0.00 lbs	\$1,984.40	\$2,255.00

REQUIRED OPTION					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
R6G	26,000 lbs. GCWR (11,793 kg) (Requires 26k GCWR transmission (MWA, MWB, MIU, MIA, MH1, MG0, MIX, MF0, MA6 or MB6).)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

ENGINE					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 750 lb.-ft. torque @ 1400 rpm (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

POWER TAKE OFF					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
PTX	Power Take-Off (PTO), not installed	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
MWA	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lbs. GVWR, (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg.) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

AXLE					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
092	Rear axle, 4.30 ratio Max road speed: 75 MPH	0.00 lbs	0.00 lbs	\$0.00	\$0.00

FRONT AXLE					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
FTB	Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✓ Complete)

REAR AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
HD1	Rear axle, 15,000 lb. (6,804 kg) Dana Spicer S16-130, single reduction	0.00 lbs	0.00 lbs	\$594.00	\$675.00

REAR SUSPENSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
FU7	Rear suspension, 15,500 lbs. (7,031 kg) multi-leaf, vari-rate	0.00 lbs	0.00 lbs	\$44.00	\$50.00

WHEELBASE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
ED9	Wheelbase, 165" (419.1 cm), 84" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) right side exit exhaust, behind the rear wheels.) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

FRONT TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
XEY	Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lbs. (Requires (YEY) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lbs. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lbs.) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (☒ Complete)

REAR TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
YEY	Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lbs. (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
9L3	Spare tire delete (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PAINT SCHEME

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
ZY1	Paint, solid	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
G7C	Red Hot	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
AE7	Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (☒ Complete)

RADIO					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
IO3	Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat.) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

CUSTOM EQUIPMENT					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
Adjust	State Contract adjustment	0.00 lbs	0.00 lbs	(\$982.05)	\$0.00
Aftermkt	Service Body	0.00 lbs	0.00 lbs	\$75,164.76	\$75,164.76
Assist	Assistance	0.00 lbs	0.00 lbs	(\$5,000.00)	\$0.00
Fed Tire	Federal Tire Fee	0.00 lbs	0.00 lbs	\$10.00	\$10.00
Service	Fee	0.00 lbs	0.00 lbs	\$800.00	\$800.00
Options Total		0.00 lbs	0.00 lbs	\$72,615.11	\$78,954.76
As Specified Curb Weight		5207.00 lbs	3024.00 lbs		

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✓ Complete)

Standard Equipment

Mechanical

GVWR, 16,500 lbs. (7484 kg) (Silverado 4500 HD 4x4 models require one of the following combinations: (1) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension or (FU7) 15.5k rear suspension. (3) (FTB) 7.5k front axle and (FTV) 7.5k front suspension and (J27) 15.5k rear axle and one of the following rear suspensions: (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)

Emissions, 50 state certification

Emissions, USA 50 State certified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 750 lb.-ft. torque @ 1400 rpm (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lbs. GVWR, (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)

Rear axle, 4.30 ratio Max road speed: 75 MPH

Wheelbase, 165" (419.1 cm), 84" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) right side exit exhaust, behind the rear wheels.) (STD)

Front axle, 7,500 lbs, Dana Spicer 60-256, single-reduction, front driving

Front suspension, 7,500 lbs. (3,402 kg) multi-leaf, includes shock absorbers

Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction

Rear suspension, 11,000 lbs. (4,990 kg) multi-leaf, vari-rate (STD)

Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released

Transmission shift control calibration, fuel sense Performance

Four wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab

Alternator, 150 amps

Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.

Trailer brake controller, integrated

Incomplete vehicle

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Mechanical

- Axle to End of Frame, 49" (Requires wheelbase (ED5) 201", (ED9) 165" or (ER2) 189". Not available with (G40), (GP1) or (GP8) rear air suspension.)
- Axle, Open rear axle, non-locking rear
- Axle lubricant, front, synthetic oil EmGard FE-75W-90
- Axle lubricant, rear, synthetic oil EmGard FE -75W-90
- Steering, power (Bosch S2 8014 Plus)
- Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)
- Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle
- Fuel, diesel B20
- Capped Fuel Fill
- Exhaust system, right side exit, behind rear wheels (Requires (ED9) 165" wheelbase.)
- Exhaust brake

Exterior

- Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
- Tires, front 225/70R19.5G highway blackwall Pirelli Max Axle Load: 7,940 lbs. (Requires (YEH) Tires, rear 225/70R19.5G highway blackwall Pirelli, Max Axle Load: 15,000 lbs. or (YEZ) Tires, rear 225/70R19.5G traction blackwall Pirelli, Max Axle Load: 15,000 lbs.) (STD)
- Tires, rear 225/70R19.5G highway blackwall Pirelli Max Axle Load: 15,000 lbs. (Requires (XEY) Tires front 225/70R19.5G Highway blackwall Pirelli.) (STD)
- Spare tire delete (STD)
- Wheel, spare delete
- Bumper, front, Black
- Assist steps
- Front fender extension, painted body color
- Grille, base, molded in color, Black
- Grille guard screen, insect protection (mounted behind grille)
- Headlamps, halogen projector-beam
- Lamps, cargo area, cab mounted with switch on center switch bank
- Lamps, Smoked Amber roof marker
- Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light
- Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✓ Complete)

Exterior

Glass, solar absorbing, tinted

Antenna, fixed mast

Door handles, Black

Entertainment

Audio system, 4.2" diagonal color display, AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat.) (STD)

SiriusXM, delete

Audio system feature, 4-speaker system

Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5" diagonal monochromatic display provides warning messages and basic vehicle information

Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Windows, manual driver and front passenger

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Mirror, inside rearview manual day/night

Visors, driver and front passenger, vinyl

Assist handle, front passenger and driver on A-pillars

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

Safety-Mechanical

- Brake, parking, driveline park brake system
- StabiliTrak, Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist
- Traction control

Safety-Exterior

- Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

- Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)
- OnStar, delete
- Rear Vision Camera, display integrated into Radio (Shipped loose in cab for upfitter installation.)
- Horn, Trumpet Style, single-note

WARRANTY

- Warranty Note: <<< Preliminary 2025 Warranty >>>
- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 75,000
- Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Corrosion Years: 4
- Corrosion Miles/km: Unlimited
- Rear Axle Years: 5
- Rear Axle Miles/km: 75,000
- Frame Rail Years: 3
- Frame Rail Miles/km: 36,000
- Frame Rail Note: 3 years/36,000 miles (no charge) AND up to 5 years/Unlimited miles (50% charge)
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 75,000
- Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (☒ Complete)

Geared Road Speed

SPECIFICATION SUMMARY

Model #	CK56403
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/402
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MWA
Model Manufacturer	Allison
Type	6-Speed Automatic
Rear Axle Order Code	HD1
Model Manufacturer	A1700HS Allison
Weight Rating	15000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	N/A
Revolutions/Mile Rear	N/A
Surface Type	Concrete
Desired Grade	2%

Geared Road Speed



0% Grade in gear

Actual Loaded Speed



2% Grade in gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

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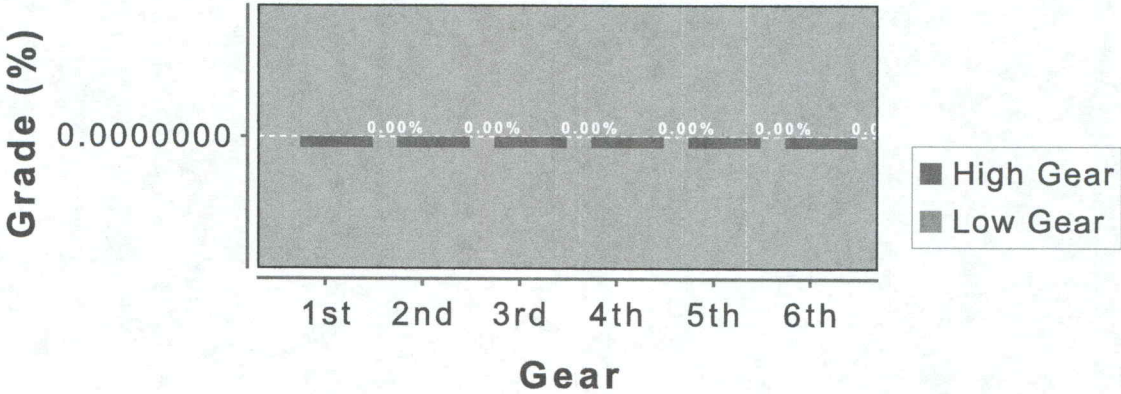
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Vehicle: [Fleet] 2025 Chevrolet Silverado MD (CK56403) 4WD Reg Cab Work Truck (✔ Complete)

Gradeability Chart

SPECIFICATION SUMMARY

Model #	CK56403
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/402
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MWA
Model Manufacturer	Allison
Type	6-Speed Automatic
Rear Axle Order Code	HD1
Model Manufacturer	A1700HS Allison
Weight Rating	15000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	N/A
Revolutions/Mile Rear	N/A
Surface Type	Concrete
Desired Grade	2%



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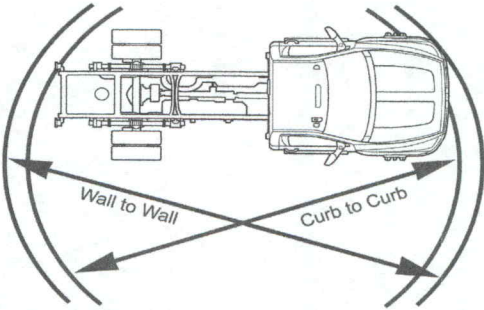
Turning Circle

SPECIFICATION SUMMARY

Model #	CK56403
Front Axle Order Code	FTB
Capacity (lbs)	7500 lbs
Wheelbase Order Code	ED9
Wheelbase (in)	165 in
Front Wheel Order Code	
Size/Type (in)	19.5 x 6.75 in
Front Tire Order Code	XEY
Size/Type	225/70R19.5G

Wall to Wall (ft): 53.6 ft

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): 52.0 ft

Curb to Curb diameter is measured from the outside of the front tire.

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COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Calgon Carbon Corporation Contract - Granular Activated Carbon

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider contract for Granular Activated Carbon (GAC) to be used in the water plant GAC contactors.

Staff Recommendation

Approve the contract with Calgon Carbon Corporation. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

Granular Activated Carbon (GAC) media is used in the water treatment process to remove disinfection by-products (DBPs), total organic carbon (TOC) compounds, pharmaceutical and personal care products (PPCPs), taste and odor compounds, and other contaminants during the peak seasonal times. The Stones River Water Treatment Plant has four GAC contactors used in the treatment process. The Department changes media in one contactor per year, unless unusual circumstances exist. The GAC is replaced in July of each year. This bid will allow for replacement of the GAC in GAC Contact No. 4 and will be budgeted in the FY26 capital budget.

Council Priorities Served

Responsible budgeting

Maintenance of system infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

The cost for removing the existing GAC media, cleaning the contactor, and replacing the GAC media is \$165,680. Funding will come from the FY26 capital budget.

Attachments

Calgon Carbon Corporation Contract

**Contract between City of Murfreesboro
and
Calgon Carbon Corporation for Granular Activated Carbon**

This Agreement is entered into and effective as of _____ 2025 ("Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Calgon Carbon Corporation**, a corporation of the State of Delaware ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-17-2025 – Granular Activated Carbon issued November 26, 2024 (the "Solicitation");
- Contractor's Bid Response Form, submitted 12/17/2024 ("Contractor's Proposal");
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement.
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase the materials based on Contractor's Proposal and the specifications set forth in "ITB-17-2025 – Granular Activated Carbon for Water Resources."

2. Term.

The term of this Agreement commences on the Effective Date and expires in one (1) year, with the option to renew for up to 3 additional one-year terms by mutual agreement of Contractor and the City unless earlier terminated as set forth herein. Contractor's services may be terminated in whole or in part:

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

3. Payment and Delivery.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Proposal. Pricing shall be effective for one year, with the option to renew up to three additional one-year terms. Contractor shall submit price increases six weeks prior to the sixth month of the contract for approval and acceptance by the City. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete.
- b. Deliveries of water treatment items shall be made within forty (40) days of order to the Stones River Water Treatment Plant located at 5528 Sam Jared Drive, Murfreesboro, TN. Contact Person, Alan Cranford (acranford@murfreesborotn.gov) (615) 848-3222 X 3301 must be notified of delivery date and time within two (2) days prior to delivery. The materials shall be delivered to the City of Murfreesboro Water Resources Department, 5528 Sam Jared Drive, Murfreesboro, TN.
- c. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any items(s) received which fail to meet the specifications as stated in the ITB.
- 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. Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid response, which reflects a price of \$2.18/pound including freight, based on 76,000 pounds for a total price of \$165,680.00, per Contractor's Proposal.

- 5. Product Failure.** In the event any product fails to meet specifications, the supplier shall, at no expense to the City, remove the unused portion of the product and refund the purchase price of such unused portion to the City. Granular Activated Carbon in dirty, broken, or damaged containers shall be deemed unacceptable and considered a failed product. Products that meet Granular Activated Carbon specifications but fail to perform satisfactorily in actual plant conditions shall be deemed unacceptable and considered as failed product. Products that meet Granular Activated Carbon specifications but fail to meet quality control check at the plant shall be deemed unacceptable and considered as a failed product.

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

- 7. Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or

expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

8. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
 - II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
 - III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither

designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:
Calgon Carbon Corporation
3000 GSK Drive
Moon Township, PA 15108
Drinkingwater.ccc@kuraray.com

10. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to age, race, sex, color, national origin, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts

with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
18. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

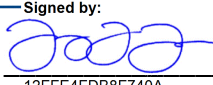
23. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
24. **Non-Boycott of Israel.** By submission 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.
25. **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

By: _____
Shane McFarland, Mayor

Calgon Carbon Corporation

Signed by:
By:  _____
12FFE4FDB8F740A...
Jeremy J. Jones, DWS Project Manager

Approved as to form:

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

GAC Media Specification Sheets - Brand Bid (Calgon Filtrasorb 820)

ESTIMATED ANNUAL USAGE: replace one contactor per year. Each contactor consists of two bays. Single bay measurements are 16 ft. x 17 ft. x 4.5 ft. deep.

Virgin Granular Activated Carbon:

Product Name: Filtrasorb 820 \$ 1.70 per pound

Change Out Service per
Contactor: \$ 0.30 services

(Including spent carbon removal and
virgin carbon installation)

Freight Charge per pound: \$ 0.18 freight

Total Cost per Contactor: \$ 2.18/lb Total
\$165,680.00 per contactor

PRODUCT SPECIFICATIONS:

General Requirements:

Must comply with AWWA B100 and B604, NSF/ANSI 61 and pass Food Chemical Codex, latest edition. Must be manufactured by a producer certified for ISO 9001:2000 quality standards and at the specific plant or site holding such certification. A copy of the valid certificate must be submitted. It is understood that ANSI/NSF assures the GAC against toxicological hazards only. ISO 9001:2000 Certification assures the GAC of consistent conformance to stated product quality and standards listed in the specifications.

Chemical and Physical Requirements:

Property	Value
Iodine Number, min	900 mg/g
Moisture by weight as packed, max	2%
Abrasion Number (AWWA), min	75
Effective size range	1.0-1.2 mm
Uniformity Coefficient, max	1.5
Ash by weight, max	8%
Apparent Density, min	0.52 g/mL
Screen Size (US Sieve) by weight	
Larger than No. 8, max	5%
Smaller than No. 20, max	4%
Trace Capacity Number, min	9 mg/cc

Certificate of Analysis shall accompany each shipment of GAC and shall certify that the GAC shipped to the site is virgin carbon from the United States and in full

compliance with the specifications stated herein.

Manufacturer must maintain a fleet of enclosed food grade hopper trucks dedicated to haul GAC for potable water applications. The delivery vehicles dedicated for transport of potable grade GAC will handle 20,000 to 40,000-pound quantities. The trailers are to be lined with an FDA approved lining material for potable water use. The manufacturer must supply evidence of their ability to deliver GAC in a timely and proper manner.

The preferred method for removal of existing media shall be hydraulic eduction or by other appropriate means as approved by the City. Existing media shall be properly disposed of by Contractor. City shall be responsible for water supply.

Prior to installing the new GAC media, the Contractor will disinfect the entire contactor by chlorination in accordance with AWWA Standard C653 of latest revision.

☒ Meets NSF/ANSI Standard 61

☒ Meets AWWA Standard B604

Location from which GAC media will be shipped: Catlettsburg, KY or Pearl River, MS

TERMS Net 30

Calgon Carbon Corporation
Bidder's Firm Name


Mike Prevade
Salesperson's Name

3000 GSK Drive
Street Address

Technical Sales Representative
Title

Moon Township
City

PA 15108
State Zip Code


Jeremy J. Jones, DWS Project Manager
Signature

Signature above confirms that product meets NSF 60 certification and AWWA standard B-604.

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: SSR Task Order Emerging Contaminant GAC Pilot

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider a professional services task order to conduct a pilot evaluating Granular Activated Carbon (GAC) and Ion-Exchange (IX) effectiveness in removing certain emerging contaminants from drinking water.

Staff Recommendation

Approve SSR's Task Order Emerging Contaminant GAC Pilot. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

The proposed Emerging Contaminant Removal Pilot Project aims to evaluate the effectiveness of various GAC and IX products in removing certain emerging contaminants from the Department's Stones River Water Treatment Plant (SRWTP) water supply. The pilot project will involve the installation of pilot columns, including coordination of necessary media, pilot column connections, monitoring equipment, and data collection coordination. The project will also include data analysis, unit cost estimates, and model development which will be summarized in a final report.

The estimated contract time for the pilot study is 12 months as stipulated in the task order.

Council Priorities Served

Responsible budgeting

Maintenance and modification of system infrastructure assures continued reliability of high-quality drinking water for the community.

Fiscal Impact

The base cost for the Emerging Contaminant Removal Pilot Project is \$235,541 with contingencies included. Funding to come from capital reserves.

Attachments

SSR Task Order Emerging Contaminant GAC Pilot



MEMORANDUM

To: Valerie Smith
From: Luke Williams
Date: November 11, 2024
Re: Task Order for SRWTP Emerging Contaminant Removal Pilot
Project Name: SRWTP Emerging Contaminant Removal Pilot
Project Number: 2441082.0

This memorandum provides information regarding the study and report services required to implement the proposed Emerging Contaminant Removal Pilot Project. The studies and reports conducted pursuant to this Task Order are directed by the City of Murfreesboro Legal Department in relation to the ongoing litigation in United States District Court case 3:22-cv-00605. Accordingly, all documents and work product, including but not limited to, tasks, raw data, studies, reports, underlying consultant contracts, emails and other communications, expert opinion, etc., generated in relation to this Task Order are protected by expert work product privilege and shall be marked with the label "Confidential Work Product." Murfreesboro Assistant City Attorney Jennifer Tag shall be copied on all communications related to this Task Order (jtag@murfreesborotn.gov; 111 W. Vine Street Murfreesboro, TN 37130). Said documents and work product are confidential and not discoverable until such time as is required, as determined by legal counsel.

Background

The proposed Emerging Contaminant Removal Pilot Project aims to evaluate the effectiveness of various Granular Activated Carbon (GAC) and Ion-Exchange (IX) products in removing certain emerging contaminants from the Murfreesboro Water Resources Department (MWRD) Stones River Water Treatment Plant (SRWTP) water supply. Given the increasing regulatory concerns regarding these emerging contaminants, this pilot project will inform future full-scale treatment options.

The pilot project will involve the installation of pilot columns, including coordination of necessary media, pilot column connections, monitoring equipment, and data collection coordination. The project will also include data analysis, unit cost estimates, and model development which will be summarized in a final report.

Recommendation

The estimated base cost for the Emerging Contaminant Removal Pilot Project is approximately \$235,541.00 with contingencies included. This includes the coordination of the pilot columns, media, and laboratory services.

Conducting this pilot project is essential for assessing the effectiveness and scale of various GAC and IX technology for Emerging Contaminant removal. The data gathered will help MWRD make informed decisions regarding full-scale Emerging Contaminant treatment options. Therefore, we recommend proceeding with the project.

Project Costs

The estimated cost for the study and report services for the pilot project is \$127,730.00. We also anticipate reimbursable expenses in the amount of \$107,811.00.

Project Schedule

The estimated contract time for the pilot study is 12 months as stipulated in the task order.



MEMORANDUM

Page 2

If you need additional information, please feel free to contact me.

Attachments

1. Task Order 2441082.0
2. Consultant Quotations

**ENGINEERING TASK ORDER NO.
24-41-082.0**

Task Order

In accordance with the Standard Form of Agreement Between Owner and Engineer for Professional Services, dated August 6, 2002 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- | | | |
|----|---------------------------------|--|
| a. | Effective Date of Task Order: | November 14, 2024 |
| b. | Owner: | City of Murfreesboro |
| c. | Engineer: | Smith Seckman Reid |
| d. | Specific Project (title): | SRWTP Emerging Contaminant Removal Pilot |
| e. | Specific Project (description): | The project includes a pilot study, data analysis, and report services for Emerging Contaminant removal downstream of existing granular activated carbon (GAC) contactors using GAC and IX media at the Stones River Water Treatment Plant (SRWTP) |

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

the services (and related terms and conditions) set forth in the following sections of Basic Services of Engineer in the Agreement modified herein for this specific Task Order, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Agreement, Paragraph 1.2) as modified below:
 - Planning and RSSCT
 - Prepare and submit a pilot and testing plan to TDEC.
 - Conduct a preliminary pilot media selection evaluation for Rapid Small Scale Column Testing (RSSCT) in coordination with media suppliers and the RSSCT laboratory.
 - Media selection evaluation will result in selection of four (4) medias to undergo RSSC testing.
 - Coordinate the RSSCT, evaluate the results, and work with the pilot system supplier to finalize the pilot plans per the RSSCT results.
 - Pilot Phase I – GAC in Parallel:
 - Develop a pilot, sample, and analysis plan for Phase 1 of pilot testing to compare recommended, commercially available GAC media (maximum of 4 different media). Phase 1 of pilot testing will last 3 months.

- Coordinate the pilot unit design and column connections to existing systems, and sample collection and laboratory testing required for Phase 1. Pilot shall be operated by the Owner.
- Coordinate laboratory services and data collection.
- Provide operational support to SRWTP staff with the pilot test unit. Up to one (1) site visit (as needed) will be made to the SRWTP weekly during this phase.
- Pilot Phase II – GAC and IX in Series:
 - Develop a pilot, sample, and analysis plan for Phase 2 of pilot testing to compare recommended, commercially available GAC media and ion exchange (IX). Phase 2 of pilot testing will last 3 months.
 - A maximum of two (2) GAC media and two (2) IX media will be used.
 - Coordinate the Phase 2 pilot test including coordination of media replacements, adjustment of column connections to existing systems, and coordination of all laboratory testing required for the Phase 2 pilot testing.
 - Provide operational support to SRWTP staff with the pilot test unit.
- Analysis and Reporting
 - Perform and develop data analysis based on RSSCT results, pilot results, and the available GAC and IX media data to recommend treatment media(s) best suited for the specific chemistry and PFAS content in SRWTP raw water.
 - Provide unit cost estimates and full-scale model development for treatment based upon recommended GAC media and IX resins tested in the pilot unit. In addition, provide unit cost estimates for GAC media tested in the RSSCT.
 - Evaluate additional adjustments to treatment process required to maintain effluent quality for selected media system(s). Evaluation may include stability, pH, alkalinity, corrosion control, and disinfection.
 - Preliminary evaluation of additional adjustments to treatment process to prepare water for selected media system(s). Evaluation may include modifications to peroxidation, pretreatment, filtration, and pH or alkalinity adjustments.
 - Preliminary evaluation of waste stream disposal options.
 - A final report shall include a discussion of all items discussed herein.
- Preliminary Design Phase (Agreement, Paragraph 1.3) and the following:

- Not included in this scope of work.
 - Final Design Phase (Agreement, Paragraph 1.4) as modified below:
 - Not included in this scope of work.
 - Construction Phase Services (Agreement, Paragraphs 1.5 and 1.6) and the following:
 - Not included in this scope of work.
 - Operational Phase Services (Agreement, Paragraph 1.7)
 - Not included in this scope of work.
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Exclusions

- A. Laboratory testing and/or sampling services not included in the AquAeTer scope.
- B. Pilot equipment and connections not included in the Calgon Carbon Scope.
- C. Services associated with government funding programs.

4. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services of Engineer, of the Agreement modified for this specific Task Order.

5. Owner's Responsibilities

Owner shall have those responsibilities set forth in Section 3 of the Agreement, subject to the following:

- A. Delete Paragraph 3.5.
- B. Modify Paragraph 3.8 to state that Owner will furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project, except that Engineer will prepare and submit permit applications to TDEC and City Codes.
- C. Owner shall be responsible for providing secure, locked refrigerated storage for use by AquAeTer for the storage of collected water samples.
- D. Owner shall be responsible for testing the pilot effluent biweekly (every two weeks) for all standard water quality parameters routinely tested by the laboratory. Test results shall be logged and provided to Engineer upon request.

6. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule. If additional services are requested as a result of the Study and Report Phase Services the following schedule will be adjusted to allow time for Board and Council approval of separate task order and an additional 30 days to the design schedule.

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Develop Testing Plan and Coordinate with TDEC	Within 2 months of the Effective Date of the Task Order.
Engineer	Conduct RSSCT	Within 1 month of TDEC Approval of Testing Plan.
Engineer	Conduct Phase I pilot study	Within 3 months of the completion of the RSSCT.
Engineer	Conduct Phase II pilot study	Within 3 months of the completion of the Phase I Pilot Study.
Engineer	Furnish electronic review copies of the Final Report and Cost Estimate	Within 6 weeks after the completion of the Phase II Pilot Study.

7. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
a. Study and Report Services	\$127,730.00	Hourly Not to Exceed
TOTAL COMPENSATION	\$127,730.00	
REIMBURSABLE EXPENSES *		
a. Out-of-Town Mileage	\$0	\$0.655 /mile
b. Engineering Performance Solutions, RSSCT Scope	\$23,600.00	See attached.
c. Calgon Carbon Corporation, Pilot Scope	\$23,625.00	See attached.
d. AquAeTer, Environmental Engineering and Laboratory Services Scope	\$60,586.00	See attached.
TOTAL REIMB. EXPENSES *	\$107,811.00	

* Reimbursable expenses are estimated amounts.

Engineer expects the entire contract duration for these services to be less than 275 days. If the contract duration extends beyond this time, commensurate additional compensation may be required.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

8. Consultants retained as of the Effective Date of the Task Order:

- A. Engineering Performance Solutions, Rapid Small Scale Column Tests
- B. Calgon Carbon Corporation, Pilot and Media Supplier
- C. AquAeTer, Environmental Engineering Services and Laboratory Testing

9. Attachments:

- A. Consultant quotations.

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2024.

CITY OF MURFREESBORO:

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

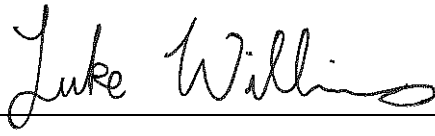
Title: _____

Title: _____

SMITH SECKMAN REID:

WITNESS:

By: 

By: 

Print Name: Andrew T. Johnson

Print Name: Luke Williams

Title: Principal

Title: Market Development Leader - Water

APPROVED AS TO FORM:

Signed by: 
43A2035E51F9401
City of Murfreesboro Legal Department

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October 7, 2024

**CALGON CARBON CORPORATION
PILOT SYSTEM RENTAL AND SERVICE AGREEMENT
MURFREESBORO TN**

This Pilot System Rental and Service Agreement (this “Agreement”) is entered into as of January 1, 2024 (the “Effective Date”) by and between Murfreesboro TN at 5528 Sam Jared Road Murfreesboro, TN 37129 (“Subscriber”) and Calgon Carbon Corporation, a Delaware corporation, located at 3000 GSK Drive, Moon Township, PA 15108 (“CCC”).

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. CCC will supply products and services for the treatment of Municipal water (the “Application”) at Subscriber’s sites listed and described in Exhibit I (the “Sites”). This Agreement is specific to the Application at the Sites. CCC’s scope of supply and responsibilities are further defined in Exhibit II and Subscriber’s responsibilities are further defined in Exhibit III.
2. Any CCC-owned equipment included as part of this Agreement may not be used for other purposes or taken to other facilities without the prior written consent of CCC. In addition, CCC-owned equipment may not be altered without the prior written consent of CCC and only employees of Subscriber that have been authorized and trained on the use of the equipment may operate such equipment. All equipment supplied by CCC during the Term of this Agreement shall remain the property of CCC at all times. Any media (activated carbon or resin) used in CCC’s adsorption equipment must be supplied by CCC. If the Subscriber decides to utilize media from a supplier other than CCC, then CCC will have the right to terminate this Agreement upon written notice.
3. This Agreement shall be in effect from the Effective Date through January 15, 2025 Estimated (the “Initial Term”). Thereafter, this Agreement shall automatically renew for successive one month periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”), unless terminated by either party upon written notice at least ten (10) days prior to the end of the Initial Term or the Renewal Term, as applicable. Any equipment and media shall be removed within thirty (30) days following the effective date of termination of this Agreement. Subscriber shall provide CCC with reasonable access in order to affect such removal.
4. The Subscriber shall pay CCC the following fees:

A one-time placement fee for equipment and media in the amount of five thousand nine hundred dollars (**\$5,900.00**), which includes (*engineering, system preparation, first three month’s service fees*)



October 7, 2024

A one-time fee start-up and training fee (4 days total - 2 days on site and 2 travel days in the amount of five thousand eight hundred dollars **(\$5,800.00)**, which includes, *start-up assistance, loading of initial media fill, and system training*).

Additional site visit fee if required - (3 days total - 1 day on site and 2 travel days in the amount of five thousand eight hundred fifty dollars **(\$5,800.00)**, which includes, *travel to and from site, technical assistance, troubleshooting, etc.*). Additional site days beyond the 1 day included above will be in the amount of one thousand twelve hundred dollars **(\$1,200.00)**

A monthly service fee in the amount of three hundred seventy-five dollars **(375.00)**, which includes *(equipment and media)*.

Delivery and return fees, for equipment only, in the amount of three thousand eight hundred dollars **(\$3,800.00)**.

The fees in this Agreement are based upon CCC performing the responsibilities as described in Exhibit II during normal working hours, and under reasonable order processing conditions. If overtime costs are incurred solely for Subscriber's convenience, CCC reserves the right to invoice Subscriber for documented overtime expenses.

5. CCC will invoice Subscriber placement fees upon delivery. CCC will invoice Subscriber subsequent monthly service fees each month (the day coinciding with that of the original delivery date). CCC will invoice Subscriber return fees upon termination of this Agreement.

Subscriber agrees to remit payment within thirty (30) days of the invoice date. All invoices must be paid in full. If Subscriber disputes any portion of an invoice, it will pay the entire invoice when due and once the dispute is resolved, any resulting credit will be made against subsequent invoices. Late payments (payments made after thirty (30) days of invoice date) will be subject to a penalty of 1.25% per month.

6. At the request of the Subscriber, technical assistance will be provided by CCC in an effort to aid in the optimization of results for the Subscriber's specific application. Such assistance will be provided upon such terms as may be mutually agreed upon by both parties. An additional fee may apply.

7. Disposal of the media will be the responsibility of the Subscriber. Title for media shall pass to Subscriber upon delivery.

8. All of the Exhibits referenced in this Agreement are attached hereto and made a part of this Agreement.



October 7, 2024

9. This Agreement constitutes the entire agreement between CCC and Subscriber and may not be modified except by a writing signed by the authorized representatives of each of the parties. CCC shall be obligated to perform only in accordance with the terms of this Agreement and any terms and conditions contained in any purchase order which are different from, conflict with or add to the provisions of this Agreement shall be deemed to materially alter them and are hereby objected to and rejected by CCC.

CALGON CARBON CORPORATION MURFREESBORO, TN

By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____



October 7, 2024

EXHIBIT I

SUBSCRIBER'S SITE(S)

MURFREESBORO WATER & SEWER DEPT
5528 SAM JARED ROAD
MURFREESBORO, TN 37129-9999



October 7, 2024

EXHIBIT II
RESPONSIBILITIES OF CALGON CARBON CORPORATION

1. Instructions for site preparation, if needed.
2. Design and supply of CCC pilot unit.
3. Supply activated carbon or resin in adequate quantity for pilot.
4. Equipment delivery and removal transportation.
5. CCC engineering supervision for start-up and training during normal working hours for two days and an additional two days for travel.



October 7, 2024

EXHIBIT III
RESPONSIBILITIES OF SUBSCRIBER

1. Site preparation in indoor, fully enclosed, safe location for the equipment.
2. Forklift or handtruck, as required for receipt of the equipment and placement at site and removal of the equipment.
3. System installation and removal labor.
4. Influent and effluent connections to the equipment and flow control, as required.
5. Day-to-day operation and minor maintenance of the equipment, including media handling and transfer. Minor maintenance is defined as routine maintenance which must be performed on a frequent, e.g. daily or weekly, basis. The intent here is to perform the minor tasks required to ensure the safe, continuous, and effective operation of the equipment. Minor maintenance can include the visual check and replacement of pressure indicators, the adjustment or replacement of valving, adjustments to regulators, tightening of flanges or connections to eliminate leaks, and similar minor activities. All replacements made pursuant to this section must be completed using substantially identical replacement parts of the same material and quality as the part being replaced.
6. Pretreatment of the influent stream, if required.
7. Disposal of backwash/backflush, forward flush during start-up conditioning and all other transfer water.
8. Winterization of the equipment, if required.
9. Equipment decontamination, as required, prior to its return.
10. At sites where spent media is classified as a RCRA hazardous waste, customer is responsible for the disposal of contaminated PPE, equipment (e.g., filters) and decontamination rinse water.
11. Spent media disposal.



October 7, 2024

EXHIBIT IV
GENERAL TERMS AND CONDITIONS

1. **ASSIGNMENT**: Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that CCC may assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with CCC or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the products or services without Subscriber's consent.

2. **FORCE MAJEURE**: Neither party shall be liable to the other party for failure to perform any of its obligations hereunder (except for the payment of money) due to an Act of God, terrorism, court order, accident, fire, flood, riot, war, sabotage, explosion, strike or labor disturbance (however neither party shall be obligated to settle any strike or similar dispute even if it is able to do so), national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material shortage, equipment or transportation shortage or unavailability, or any similar or different contingency beyond the party's reasonable control which would make performance impractical, whether or not the contingency is of the same class as those enumerated above (the foregoing conditions and events herein referred to individually and collectively as "Force Majeure"). The party invoking Force Majeure shall provide the other party with prompt written notification and shall advise the other party of its estimate as to when the Force Majeure condition will end. If CCC invokes Force Majeure related to part or all of the services provided hereunder, no fees related to the areas covered by the Force Majeure claim shall be payable so long as the Force Majeure condition continues. If Subscriber invokes Force Majeure, only those fees associated with the on-site equipment will be payable during the period of Force Majeure.

3. **EQUIPMENT DAMAGE AND CONTAMINATION**: CCC's practice is to examine all equipment prior to shipment to ensure that the equipment is in good condition when it is shipped. Subscriber will be responsible for examining the equipment when it arrives to ensure that it is in satisfactory operating condition. If the equipment is damaged in transit, Subscriber must promptly notify CCC. If the equipment is damaged by the Subscriber after arrival at the facility, CCC reserves the right to charge the Subscriber for the actual repair or replacement costs. If the adsorption equipment or ancillary equipment, through its use by Subscriber, becomes contaminated so that decontamination is required, Subscriber will be responsible for the costs of such decontamination. If decontamination is impractical as determined by CCC, Subscriber hereby agrees to purchase the adsorption equipment (or transport trailer) at a mutually agreed upon fair market price.

4. **WARRANTY**: CCC warrants that all media (at the time of delivery) and services (at the time of performance) provided under this Agreement shall conform to the specifications for such product or service as published by CCC from time to time during the term of this Agreement. Subscriber shall promptly notify CCC of any non-conforming goods or services. Thereafter,



October 7, 2024

CCC shall confirm that non-conformity and, at CCC's option and expense, repair or replace the non-conforming product or service. This shall serve as Subscriber's sole and exclusive remedy. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE MEDIA PRODUCTS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED IN THIS PARAGRAPH. ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no event shall CCC have any obligation to provide corrective warranty services, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of Force Majeure, (iii) misuse, fault or negligence of or by Subscriber, (iv) use of the service equipment or goods in a manner for which they were not designed, (v) external causes such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the service equipment or goods, or (vii) use of the service equipment or goods in combination with equipment or software not supplied by CCC. If CCC provides services or replacement parts that are not covered by this warranty, Subscriber shall pay CCC therefor at CCC's then prevailing time and materials rates.

5. **INDEMNIFICATION**: Subscriber shall indemnify and save CCC harmless at all times from and against any liability on account of any and all claims, damages, law suits, litigation, expenses, counsel fees, and compensation relating to property damages or injuries (including death), arising out of its performance under this Agreement. Subscriber will reimburse CCC for damages to the adsorption system and to the adsorption system site caused by (a) the negligence or willful misconduct of Subscriber, its employees, representatives, or agents or (b) operation of such equipment by anyone other than trained authorized employees of Subscriber. In the case of repeated acts of negligence or willful misconduct or use by unauthorized individuals, CCC shall have the additional right to terminate this Agreement.

6. **LIMITATION OF LIABILITY**: Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall CCC or its contractors or suppliers of any tier be liable to Subscriber for any indirect, special, consequential, incidental or punitive damages as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort (including negligence or strict liability) or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), CCC's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom CCC is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to CCC hereunder, and (b) One Million Dollars (\$1,000,000).

All Claims shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Subscriber shall maintain insurance on all equipment and



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goods to be serviced hereunder in amounts at all times equal to their full replacement cost, and such insurance shall remain in effect regardless of the cause of the loss or damage, even if such loss or damage shall be caused by CCC. Subscriber and its insurer shall waive all subrogation rights under such policies. CCC shall have no liability to Subscriber for any losses that are insured against, or were required to be insured against, by Subscriber pursuant to the previous sentence. Furthermore, Subscriber will hold CCC harmless from and against liens and claims against the adsorption system due to its location on Subscriber's premises.

7. TAXES, PERMITS, TARIFFS AND LICENSES: The fees provided for in this Agreement to be paid by Subscriber to CCC do not include any taxes, licenses, government tariffs or other assessments. Subscriber agrees to pay any sales and use taxes upon or measured by CCC's services provided hereunder and for all applicable licenses, property taxes, personal property taxes and other taxes, fees, licenses, government tariffs or other assessments imposed on the adsorption system (or carbon) and the adsorption system site or upon the installation and operation of the adsorption system (or carbon) and will prepare and submit all documents, plans, and schedules which may be required by governmental agencies with the reasonable assistance of CCC where necessary. Subscriber shall provide CCC with a direct pay permit for sales tax, an affidavit of sales tax exemption, or an affidavit that equipment, products, and services are exempt from sales tax, or CCC has the right to invoice Subscriber for said taxes on each invoice.

8. RECORDING: From time to time certain Subscribers desire to record the activities of CCC representatives during presentations, conductance of training, or other on-site activities. If Subscriber desires to record such activities, a separate recording agreement shall be executed, in the interest of protecting both parties from any liabilities which may potentially result from such recording.

9. CONFIDENTIALITY: Other than in the performance of the terms of the Agreement, neither Subscriber nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of CCC (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Subscriber agrees that all pricing, discounts, design drawings and technical information that CCC provides to Subscriber are the confidential and proprietary information of CCC, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Subscriber under this Agreement; (b) becomes available to Subscriber from a source other than CCC without breach of any obligation of confidentiality; (c) was independently developed by Subscriber without violation of CCC's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Subscriber; (d) is used or disclosed with the prior written approval of CCC; (e) is information previously known to Subscriber as evidenced by written records maintained by Subscriber in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Subscriber becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If



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Subscriber becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Subscriber shall provide CCC with prompt written notice so that CCC may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if CCC waives compliance with the provisions of this Agreement, Subscriber shall furnish only that portion of the confidential information which Subscriber is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information.

10. MANAGEMENT OF CHANGE: CCC is constantly striving to improve its products and capabilities and to provide the best product to its customers. CCC may from time to time develop product improvements or alterations with respect to the products hereunder (the "Product Improvements"), and CCC may implement such Product Improvements without notice to Subscriber so long as the performance of the products will not be materially diminished, as determined in CCC's sole discretion, and so long as CCC has not separately agreed in writing to provide such notification to Subscriber. In the event that CCC has agreed in writing to provide notice of Product Improvements to Subscriber (the "Notice"), then CCC shall provide such Notice in accordance with the terms set forth in the separate writing.

11. EXPORT CONTROLS: Subscriber acknowledges that the products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control. Subscriber further acknowledges that the reexport of the products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Subscriber agrees to comply with all applicable U.S. export control and economic sanctions laws and regulations. It is the sole responsibility of the Subscriber to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the products and/or related technology. CCC makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Subscriber's inability to obtain such licenses or other authorization or for any violation by Subscriber of any applicable export control and/or economic sanctions laws and regulations. Subscriber will indemnify CCC and hold it harmless from any liability resulting from Subscriber's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, CCC shall have the right to terminate this Agreement immediately upon the determination by CCC, in CCC's sole discretion, that Subscriber has breached, intends to breach, or insists upon breaching any of the provisions in this section.

12. TERMINATION: CCC may cancel this Agreement if any of the following occurs:
(a) Subscriber becomes insolvent; (b) Subscriber ceases to conduct its operations in the normal



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course of business; (c) Subscriber is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Subscriber files a voluntary petition in bankruptcy; (e) Subscriber suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Subscriber or for a substantial part of its property; (g) Subscriber fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Subscriber executes an assignment for the benefit of its creditors. In the event of such cancellation, CCC shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity.

13. APPLICABLE LAW: This Agreement will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regards to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction represented hereby. The parties hereto agree to the exclusive jurisdiction of any state court situated in Allegheny County, Pennsylvania or in any Federal court situated in the Western District of Pennsylvania.

14. MISCELLANEOUS:

(a) In the event of any legal proceeding between CCC and Subscriber relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(b) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(c) CCC's failure to enforce, or CCC's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

(d) CCC reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement.

(e) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein, or at such other address as either party may from time to time designate to the other.

(f) Subscriber agrees that it will not use CCC's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without CCC's prior written consent.

(g) This Agreement does not constitute either party as the agent or legal representative of the other for any purpose whatsoever.



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215 Jamestown Park, Suite 100 • Brentwood, TN 37027 • Phone (615) 373-8532

October 17, 2024

242740

Ashley Mallela
Smith Seckman Reid, Inc.
2995 Sidco Dr.
Nashville, TN 37204

Sent via e-mail to: apelham@ssr-inc.com

RE: Proposal to Sample Pilot PFAs/PFOAs Treatment System at Murfreesboro WTP

Dear Ms. Mallela:

AquAeTer, Inc. (AquAeTer) is pleased to present this proposal to provide sampling for a Pilot Test for PFAs/PFOAs treatment at the Murfreesboro Water Treatment Facility. It is our understanding that two separate treatment trains will be tested, one at a time over a 6-month period. Samples will be collected once per week.

SCOPE OF WORK

The Scope of Work has not been fully defined. Once completed, a change order will be issued as necessary. The initial plan is to collect a sample of the raw water (from the laboratory), a sample of the finished water from the current treatment system, and four additional samples collected from the Pilot Test. One duplicate and one field blank sample will be collected each week. Two separate pilot tests will be conducted, each over a six-week period.

All samples will be labeled, placed on ice, and stored under chain of custody until sent to the laboratory. All analyses will be conducted by Eurofins Savannah. The raw water will be analyzed using Method 1633. All finished water samples will be analyzed using Method 537.1 and Method 533. Currently, the plan is to collect all samples and only analyze a portion based on a secondary tracer material.

PROJECT SCHEDULE

Once authorized, sample bottles will be ordered. We assume that the laboratory can get bottles within one week. We plan on having at least two weeks' worth of sample bottles for the beginning of the test. The standard turnaround time from the laboratory is 10 days.

PROJECT COSTS

We anticipate that all samples will be collected once per week and can be collected all within a short time. In other words, we do not anticipate waiting hours between sample times on a sampling day. We are estimating our labor is \$16,800. The cost will not be exceeded without prior authorization from SSR.

The costs for the laboratory analysis will be dependent upon the number of samples analyzed. At a minimum, the raw water, one finished water, and one pilot test sample will be analyzed. Additionally, one duplicate and one field blank will be analyzed each week.

If only the minimum analyses are completed, the costs for the laboratory are estimated to be \$31,546 for both pilot tests (twelve weeks).

If all samples collected are analyzed, the estimated laboratory costs are \$60,586.

PROJECT TEAM

Mr. John Michael Corn, P.E. (TN) will serve as Project Manager. Mr. Corn has over 23 years experience in environmental consulting. Mr. Corn has conducted numerous sampling events for the City of Murfreesboro in relation to PFAs/PFOAs, as well as other parameters. His experience includes conducting the UCMR-5 sampling for the City of Murfreesboro, as well as sampling the East Fork Stones River and West Fork Stones River.

Other **AquAeTer** personnel are available to assist the project team, as needed. Resumes for key project team members are attached.

PROJECT EXPERIENCE

AquAeTer is a full-service environmental consulting firm. **AquAeTer** professionals have completed a variety of projects in a cost-effective and technically sound manner for a wide range of clients. We have specific experience in conducting PFAs/PFOAs testing.

STANDARD CONTRACTUAL TERMS

This project will be conducted pursuant to **AquAeTer's** contractual terms that are provided as an attachment. **AquAeTer** will use good engineering practices that are consistent with the profession and regulatory requirements. Payment will be due 30 days after receipt of invoice. Direct expenses will be billed as presented in the attached billing rate schedule. Acceptance of this

proposal can be accomplished by signing and returning one copy (with a purchase order, if applicable) to the following address:

AquAeTer, Inc.
215 Jamestown Park, Suite 100
Brentwood, Tennessee 37027

This proposal will remain valid if accepted within 30 days from October 17, 2024.

AquaAeTer appreciates the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions or comments concerning this proposal, please contact us by telephone at (615) 373-8532, by FAX at (615) 373-8512, or by electronic mail at jmcom@aquaeter.com.

Sincerely,

AquaAeTer, Inc.

A handwritten signature in blue ink, appearing to read "J. Manning".

Jerrod Manning
Project Scientist

A handwritten signature in blue ink, appearing to read "J.M. Corn".


John Michael Corn, P.E. (TN)
President

AUTHORIZATION TO PROCEED

Project Title: Proposal to Sample Pilot PFAs/PFOAs Treatment System at Murfreesboro WTP

AquAeTer Proposal #: 242740

Company Name: AquAeTer, Inc.

By: 

Printed Name: John Michael Corn, P.E. (TN)

Title: President

Date: October 17, 2024

ACCEPTED:

Company Name: Smith Seckman Reid

By:

Printed Name:

Title:

Date:

Accepting this **AUTHORIZATION** indicates acceptance of the attached proposal document and Standard Contractual Terms, dated October 1, 2024, unless otherwise indicated below and initialed by both parties to the agreement.

Exceptions: ☒ None ☐ As noted below:

AQUAETER, INC. CONTRACTUAL TERMS **(Effective October 1, 2024)**

This document presents the "**AquAeTer, Inc. Contractual Terms**" (Terms) for providing **AquAeTer** services on the project addressed in **Section 2.0**, unless otherwise stipulated and specifically explained in **Section 1.0**. These Terms include only the topics and content presented in the appropriate section below.

1.0	TERMS APPLICATION
2.0	SCOPE OF WORK
3.0	INVOICING
4.0	LIABILITY AND WARRANTIES
5.0	INSURANCE COVERAGE
6.0	PROJECT INTERRUPTION OR TERMINATION
7.0	AUTHORIZATION TO PROCEED
EXHIBIT 1 NON-DISCLOSURE AGREEMENT	
EXHIBIT 2 BILLING SCHEDULE	
EXHIBIT 3 FORCE MAJEURE	

1.0. TERMS APPLICATION

- 1.1 These Terms form the sole basis for **AquAeTer** personnel, agents, subcontractors and/or corporate services to provide services to the Client pursuant to relevant verbal or written agreements; such as those normally presented in project work scopes, proposals, purchase orders, and/or contracts. On some projects the Client and **AquAeTer** will agree that changes, such as scope, schedule, and/or budget, are warranted. These terms will apply to the agreed changes to **AquAeTer** services.
- 1.2 These Terms apply unless otherwise specifically modified in writing by an **AquAeTer** officer.
- 1.3 **AquAeTer** will serve the Client as an independent contractor and will direct the activities of **AquAeTer's** employees, agents and subcontractors. For all purposes of this agreement and all work conducted by **AquAeTer** under the terms of this agreement, **AquAeTer** includes all of its branch offices, subsidiaries and affiliates, and all officers and employees thereof.
- 1.4 Data, reports, drawings and other information developed specifically for the project will be owned by the Client, with **AquAeTer** maintaining a copy of information for its records. Proprietary Client information used or developed for the Client will be controlled by **AquAeTer** pursuant to "**AquAeTer Inc. Non-Disclosure Agreement**" presented in **Exhibit 1**.

- 1.5 **AquaAeTer** will allow the Client to review project information (on-site and/or in **AquaAeTer** offices) including project accounting audits during normal working hours and with one week advance notice. **AquaAeTer's** costs for such visits/audits will be discussed with the Client and handled on a case-by-case basis.
- 1.6 In accomplishing its work, **AquaAeTer** requests that the Client provide timely project information and make decisions consistent with that required for the project scope. Unless written specifically into the project scope, it is expected that **AquaAeTer** will have full Client cooperation and assistance as warranted to complete the project.
- 1.7 **AquaAeTer** will comply with identified Client safety programs and procedures with which **AquaAeTer** has knowledge. The Client will provide any special safety training as part of projects and as such, personnel time spent on such training is considered billable time.
- 1.8 **AquaAeTer** proposals, including work scopes and cost information, remain the sole property of AquaAeTer and may not be disclosed to any person or entity other than Client personnel or representatives without prior **AquaAeTer** approval.

2.0 SCOPE OF WORK

These Terms apply to work conducted by **AquaAeTer** for the Client as described in an **AquaAeTer** Proposal or Work Description that is cited in an Authorization that is approved and signed by **AquaAeTer** and Client.

3.0 INVOICING

AquaAeTer invoices will be issued on completion of the work or on a frequency that is not longer than once each month. These invoices will include sufficient referencing (e.g., client name, purchase order or contract number, and **AquaAeTer** project title and number) to allow the Client to orderly process and pay **AquaAeTer** billings. **AquaAeTer** will provide the type of accounting backup information that is applicable to the specific project, as presented in Section 2.

- 3.1 For time and materials projects, reasonable backup documentation will be provided, if requested by the Client. **AquaAeTer's** billing schedule is presented in Exhibit 2. The labor billing will be the sum of charges based on the total time for each individual doing project-related work multiplied by the applicable billing rate. Billing for project-related expenses, including subcontractor services, will be based on the actual cost of such expenses multiplied by the appropriate factor in Exhibit 2. **AquaAeTer** will maintain reasonable records for project-related labor hours, subcontract costs, and expense items.
- 3.2 For fixed cost projects, invoicing will depend on the specific arrangements that are mutually acceptable to **AquaAeTer** and Client. Typically, fixed cost project billings for the total fixed cost amount will be made at the end of the project, if the project is completed within one month or less. For projects extending over a period longer than one month, billings will be made no less frequently than monthly with the billing total for

each invoice based on the "percentage-completed during the billing period." Unless otherwise agreed by AquAeTer, the cost of its services for Environmental Audits and its associated project-chargeable direct costs will be billed as a lump-sum at the completion of the project or at the completion of each identifiable project task, as determined by AquAeTer.

- 3.3 Full payment of AquAeTer invoices (in U.S. dollars), including cost of services and associated project-chargeable direct costs, is due within 15 days of invoice date for Environmental Audits. Payment for all other services and project-chargeable direct costs will be due within 30 days of invoice date. A past-due service charge of 1.5% per month will be applicable, and may be invoiced to the Client, for any amounts not paid within these time periods. Any additional costs incurred by AquAeTer (such as reasonable legal or collection services costs) because of a Client's delay in payment will be invoiced to the Client for payment to AquAeTer.

4.0 LIABILITY AND WARRANTIES

- 4.1 AquAeTer will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of AquAeTer's profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document, or other instrument of service.
- 4.2 The Client will be responsible for informing AquAeTer personnel, agents and/or subcontractors of relevant project hazards, including health and/or safety issues, areas of concern related to the site, facilities, and/or wastes. The Client also will indemnify and will hold harmless AquAeTer, its agents and subcontractors with respect to any health-related issues arising from the presence of chemicals or contaminants on the Client's property or other properties temporarily occupied or visited by AquAeTer or AquAeTer's representatives during the normal course of conducting the work, including surface and subsurface sampling or investigation, that is the subject of this agreement.
- 4.3 AquAeTer will be responsible only for its activities and those of its employees and subcontractors at the project site. Neither the professional activities of AquAeTer, nor the presence of AquAeTer employees or subcontractors at the project site, shall relieve the Client or its contractor(s) of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the contractor's work in accordance with its applicable contract documents and any health and safety requirements of the Client and regulatory agencies. AquAeTer and its personnel have no authority to exercise any control over the Client, its contractor(s), or their employees or subcontractors in connection with their work or any health and safety programs or procedures; however, AquAeTer reserves the right to report to the Client any unsafe condition observed at the site without altering the foregoing.

- 4.4 Except as to the Company's gross negligence, willful misconduct, or fraud, the Company's liability shall be limited to the smaller of \$50,000 or the dollar amount of the cost of Company services for the Project, provided that in the event of any claim covered by insurance listed under Section 5.0, Company's liability will be limited to the available insurance coverage with respect to such claim and the foregoing limits will not apply.
- 4.5 If it is determined after completion of the Project that some work needs to be redone as a result of **AquAeTer's** intentional or unintentional errors or omissions, then **AquAeTer** will spend the extra time and expenses to amend its services without additional cost to the Client to the extent of the agreed work scope and project budget. **AquAeTer** (including its personnel, agents and subcontractor) liability will be limited to the original agreed project fee total for such corrective work.

5.0 INSURANCE COVERAGE

5.1 **AquAeTer** has the following insurance coverage:

- a. Worker's Compensation (Including Occupational Diseases) Insurance
 Policy Limits:
 Worker's Compensation: Statutory Limits
 Employer's Liability: \$1,000,000, each accident, policy limit;
 \$1,000,000 Bodily injury by Disease for each employee; policy limit \$1,000,000.
- b. Comprehensive General Liability Insurance
 Policy limits are not less than:
 Bodily Injury: \$5,000,000 per occurrence
 Property Damage: \$5,000,000 per occurrence, \$5,000,000 general aggregate.
- c. Comprehensive - Automobile Liability Insurance
 Policy limits are not less than:
 Single Limit (CSL) of \$1,000,000
 (Primary policy over all others, covering all owned, hired and non-owned automotive equipment.)
- d. Commercial Umbrella Liability
 Provides excess of the General Liability, Employers Liability, Automobile Liability and Watercraft Liability Limits.
 Policy limits are not less than:
 \$5,000,000 each occurrence
 \$5,000,000 annual aggregate
- e. Professional Liability
 Each Claim: \$5,000,000
 Aggregate: \$5,000,000
- f. P&I and Hull including Jones Act
 PI limit: 1,000,000

6.0 PROJECT INTERRUPTION OR TERMINATION

AquAeTer or the Client shall be able to interrupt or terminate the Project at any time, including for reasons based on causes beyond the control of either **AquAeTer** or Client (e.g., pursuant to the Force Majeure conditions discussed in Exhibit 3.) **AquAeTer** will be paid by the Client for all services performed up to the project termination, including those costs associated with the return of **AquAeTer** personnel, agents and/or subcontractor and equipment even if after the date of termination.

7.0 AUTHORIZATION TO PROCEED

AquAeTer and Client agree to the Terms of this agreement and its exhibits and attachments, and further agree that the Project can proceed, subject to any specific scheduling requirements communicated by either party to the other with sufficient advance notice.

FOR **AQUAETER, INC.**

By: _____
Printed Name: _____
Title: _____
Date: _____

FOR _____ **(CLIENT)**

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT 1

AquAeTer Inc. NON-DISCLOSURE AGREEMENT

AquAeTer Inc. employees, agents, and subcontractors, in the course of providing consulting services/completing project work, may receive confidential and/or proprietary information from the Client. **AquAeTer** will inform its personnel, agents and subcontractors, that such Client information is not to be disclosed outside AquAeTer or Client (and their representatives), unless such disclosure is necessary for **AquAeTer** to complete the consulting services being provided. Information already in the public domain, or that which is known and used by **AquAeTer** personnel or its agents/subcontractors, prior to the Client's project or that was provided to the Company by outside sources will not be considered confidential or proprietary.

The Client should mark any printed or electronically provided information subject to such protection as "Proprietary" (or by other similar descriptor) prior to forwarding such information to **AquAeTer**. Information, such as business plans or confidential processes, provided verbally by the Client to **AquAeTer**, and identified by the Client as confidential, also will be held as proprietary until such information is designated otherwise or is in the public domain. Further, the Client should inform **AquAeTer** if such information requires "Extra Handling/Storage Procedures." These procedures require that such information be securely stored (such as in locked cabinets) when not being actually used for the Client's project.

EXHIBIT 2

**AQUAETER, INC.
BILLING SCHEDULE
(Effective October 1, 2024)**

CLASSIFICATION **LABOR BILLING RATES**
(\$/hr)

General Rate Categories

Technical Advisor/Director	\$215-380
Project Director	\$140-245
Senior Project Engineer/Scientist	\$110-195
Project Engineer/Scientist/Specialist	\$100-140
Technician	\$75-100
Administrative Assistant	\$75

Specific Individual Rates

May be added as required by the Client.

REIMBURSABLE EXPENSES

All reimbursable expenses (unless specifically excluded) including all travel related, vendor invoices, and subcontractor invoices will be marked up 10%.

DIRECT EXPENSES

Costs associated with express mail services, postage, outside document production and related will be billed at cost. Copy costs will be billed at \$0.10 per black & white copy and \$0.30 per color copy.

EXHIBIT 3

FORCE MAJEURE

Delays in project schedules, execution, performance and/or completion, beyond the control of **AquAeTer, Inc.** and/or the Client shall not provide a basis to make claims when such is the result of force majeure. Included in this category will be project interruptions, delays, and terminations due to accidents (e.g., explosions, fires, flooding), acts of God, governmental interventions/rulings, rebellion, riots, strikes, sabotage, and similar or dissimilar actions.

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: Old Fort Park Parking Renovations – Stormwater Participation

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider using stormwater funds to pay for the upgraded cost of a permeable paver system versus a conventional paved parking lot at Old Fort Park.

Staff Recommendation

Approve the stormwater fund participation. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

Bids were received on January 15th for the Old Fort Parkway Ballfield and Parking improvement project. The apparent low bidder is Steelhead Building Group, LLC in the amount of \$2,908,393 for the entire project.

Comparison costs estimates were prepared by City staff between conventional paved parking lots versus a permeable paver system. The comparison was prepared by using bid pricing for this project and the City's paving contract.

The City has informal project participation guidance for using Stormwater Funds. Some of the project examples include stream restoration, stormwater control retrofits, education and involvement, parking reduction, etc. This project qualifies as a control retrofit. The Application process or steps include:

1. Preapplication meeting (MWRD and city department).
2. MWRD reviews application.
3. MWRD reviews cost estimates.
4. Project budgeted.
5. Request for proposals and contract language (if required).
6. Project presented to Water Resources Board (if required).
7. City Council approval (if required).

There is also suitability or scoring criteria with this policy. For example, participation requests within watersheds of impaired streams are prioritized (*Priority watershed, City Code 27.5*). In this case, most of the runoff generated from the existing parking lots and ballfields (1.70 acres) will be infiltrated through the proposed paver system instead. This will result in more groundwater recharge and less runoff to delicate Spring Branch and Lytle Creek.

Council Priorities Served

Responsible budgeting

Project funding through strict scoring guidelines ensures water quality and community goals are met.

Expand infrastructure

Retrofitting municipal parking lots with permeable pavers improves water quality of local streams while adding aesthetic value to public spaces.

Fiscal Impact

The participation would be taken from Stormwater Capital Reserves in the amount of \$373,581.

Attachments

1. Cost Comparison
2. Exhibit of Permeable Paver Area

Item	Quantity	Unit of Measurement	Unit Price	Total	Total
Permeable Pavers @ Old Fort	59,820	SF	\$ 7.33	\$ 438,480.60	\$733,082.60
2" thick bedding course	700	TON	\$ -	\$ -	
4" thick bedding course	1,400	TON	\$ 54.04	\$ 75,656.00	
12" thick sub-base course	4,200	TON	\$ 52.13	\$ 218,946.00	
411-01.015 ACS Mix (PG-64-22) E Roadway (small Quantity) Milling not include <u>Hawkins</u> Asphalt Paving	550	TON	\$ 110.00	\$ 60,500.00	\$355,102.00
18" stone bedding bid tab cost	6,300	TON	NA	\$ 294,602.00	
411-01.015 ACS Mix (PG-64-22) E Roadway (small Quantity) Milling not Included <u>Wire Grass</u> <u>Company</u>	550	TON	\$ 126.00	\$ 69,300.00	\$363,902.00
18" stone bedding bid tab cost	6,300	TON	NA	\$ 294,602.00	
(\$363,902.00 + \$355,102.00) / 2 =		Average Paving Cost		\$ 359,502.00	
(\$733,082.60 - \$359,502.00) =		Difference of Pavers Vs. Asphalt		\$ 373,580.60	

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: WRRF Wet Weather Upgrades - SSR Task Order Amendment No. 1

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider Amendment No. 1 to the engineering task order for the design of the upgrades and expanded facilities at the WRRF to treat peak wet weather flows.

Staff Recommendation

Approve Amendment No. 1 of SSR's Engineering Task Order. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

The Board approved the original task order at the July 2022 meeting. The original task order included the design of additional filters, additional UV disinfection equipment, piping upgrades, and an assessment of refurbishing and placing the WRRF's decommissioned headworks back into service. The goal of these improvements is to ultimately treat 80 million gallons of sewage during a peak rain event.

Per SSR's memo explaining the changes in scope, SSR expended more effort than budgeted. The majority of the overages were evaluating the hydraulic performance of the existing filters and studying the recommissioning of the old headworks to work in tandem with the existing headworks building versus upgrading the existing headworks to handle the full 80 MGD. There were also more contractor questions during the bidding phase than anticipated.

Council Priorities Served

Expand infrastructure

These upgrades at the WRRF, to handle wet weather peak flows pumped from expanded and newly constructed sanitary sewer pumping stations, provides the capacity needed at the WRRF and prevents a bottle neck during large rain events.

Fiscal Impact

Amendment No. 1, in the amount of \$56,340, brings the total task order to \$749,340.

Attachments

SSR Task Order Amendment No. 1



MWRRF Wet Weather Upgrades

MEMORANDUM

To: Valerie Smith
From: Brent Fowler
Date: January 23, 2025
Re: Additional Engineering Services
Project Name: WRRF Wet Weather Upgrades
Project Number: 2141002.0

Per your request, this memorandum provides information regarding changes to the scope of engineering services for the above-named project.

Background

Original Task Order

In August 2022, the Board and Council approved SSR Task Order 2141002.0 for the basic engineering services to study the recommissioning of the Headworks 1 facility and for the design and construction administration services related to wet weather upgrades to the Water Resource Recovery Facility.

Proposed Amendment 1

During the study and design phases of the project, staff requested various changes to the scope of work, most of which are complete. These changes are necessary additions to the project scope to improve the operation and maintenance of the WRRF. Most of the scope changes were identified and tracked in the progress reports provided during the study and early design phases. The changes in project scope include:

- Additional study and evaluation of Headworks 1 and Headworks 2 influent piping.
- Additional study and evaluation of Headworks 1 and Headworks 2 effluent piping.
- Evaluation and cost estimating to upgrade Headworks 2 to an increased rated capacity of 80 mgd.
- Repurified piping and valves modifications.
- Filter system hydraulic evaluation and coordination and site visit with DeNora to troubleshoot filter hydraulics and performance.
- Modifications to the filters based on DeNora recommendations, including filter weir repair coordination and drawing details.
- Site storm drainage calculations, storm drain drawing details, and specifications including and because of required modifications to the existing repurified water piping.
- Revised bidding documents to include the above.
- Coordination with slide gate manufacturers about modifications to the filter flow splitter boxes.
- Responding to bidder questions about the above.
- Design details and specifications for the filter splitter box modifications to be performed during the construction phase.
- Revisions to the effluent Parshall flume level measurement instrumentation to be performed during the construction phase.

The service provided to address these requests from staff is outside of the original project scope, and therefore SSR requests additional compensation.



MWRRF Wet Weather Upgrades

Recommendation

SSR recommends that the Board and Council amend Task Order 2141002.0 to include the above-listed additional services, and SSR respectfully requests compensation for these services. MWRD staff requested that SSR perform the services, and the work is necessary to improve the WRRF operation and maintenance.

Project Costs

The Board and Council approved Task Order 2141002.0 total fee is \$693,000.00. The estimated fee for the above-described additional services total \$56,340.00 bringing the total engineering services to \$749,340.00.

Attachments

1. Amendment No. 1 to SSR Task Order 2141002.0.

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Amendment 1 To Task Order No. 21410020

1. Background Data:

- a. Effective Date of Task Order: August 18, 2022
- b. Owner: City of Murfreesboro
- c. Engineer: Smith Seckman Reid
- d. Specific Project: WRRF Wet Weather Upgrades

2. Description of Modifications

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
 - Study and Report Servies (Agreement, Paragraph 1.2) and the following:
 - Study, evaluation, controls scenarios, and cost estimating for extensive modifications to the Headworks 1 and Headworks 2 influent piping
 - Study, evaluation, controls scenarios, and cost estimating for extensive modifications to the Headworks 1 and Headworks 2 effluent piping including implementing a single sample point
 - Evaluation and cost estimating to upgrade Headworks 2 to an increased rated capacity of 80 mgd
 - Repurified piping and valving modifications
 - Filter system hydraulic evaluation and coordination with DeNora to troubleshoot filter hydraulics and performance
 - Preliminary Design Phase (Agreement, Paragraph 1.3)
 - No additional services
 - Final Design Phase (Agreement, Paragraph 1.4) as modified below:
 - Filter weir repairs coordination and drawing details
 - Storm drainage calculations for site, drawing details, specifications including and because of the necessary modifications to the existing storm drain piping and existing repurified water piping
 - Bidding documents to include aspects of the above modifications

- Coordination with slide gate manufacturers about modifications to the filter flow splitter boxes
 - Bidding or Negotiating Services (Agreement, Paragraph 1.5)
 - Addressing bidder questions related to the above modifications
 - Construction Phase Services (Agreement, Paragraph 1.6) and the following:
 - Design details and specifications for the filter splitter box modifications
 - Revisions to the effluent Parshall flume level measurement instrumentation
 - Operational Phase Services (Agreement, Paragraph 1.7)
 - No additional services.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Section 1 of Agreement)		
TOTAL COMPENSATION (lines 1.a)	\$56,340.00	Hourly Not to Exceed

- c. The schedule for rendering services under this Task Order is modified as follows:
- Additional services will no modify original Task Order schedule

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|--------------|
| a. | Original Task Order amount: | \$693,000.00 |
| b. | Net change for prior amendments: | \$0.00 |
| c. | This amendment amount: | \$56,340.00 |
| d. | Adjusted Task Order amount: | \$749,340.00 |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

By: _____

Title: _____

Date
Signed: _____


ENGINEER:

By:  _____

Title: Principal _____

Date
Signed: 01/21/2025 _____

APPROVED AS TO FORM:

Signed by:
 _____

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City of Murfreesboro Legal Department

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

Item Title: WRRF Wet Weather Upgrades – TTL Task Order Geotech Services

Department: Water Resources

Presented by: Valerie Smith

Requested Action:

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

Summary

Consider a geotechnical services task order necessary for materials testing quality assurance associated with the construction of the WRRF Wet Weather Upgrades.

Staff Recommendation

Approve TTL's geotechnical and testing services task order under their Master Services Agreement with the City. The Water Resources Board recommended approval of this matter on January 28, 2025.

Background Information

Staff received bids for the Wet Weather Improvements on July 2, 2024. As required by the contract documents MWRD is required to hire a firm to perform construction inspections and testing to ensure that Reeves Young, the contractor, conforms to the project specifications. The firm will perform various inspections in addition to the testing below. This is a requirement of the 2018 International Building Code (IBC).

TTL's inspector shall document all inspections and tests providing daily reports and a final engineer stamped report of all tests per IBC. TTL has worked for the Department on several geotechnical and materials testing projects in the past, the most recent being the Overall Creek Pump Station Upgrades and the Full Scale Biosolids Dryer projects.

Generally, the following testing and inspections will be performed:

1. Concrete consistency, air content, compressive test cylinder casting and compressive strength testing.
2. Concrete formwork and steel reinforcement inspection.
3. Sieve analysis and proctor tests of proposed offsite backfill material
4. Backfill compaction testing and paving tests.
5. Geotechnical tests, such as inspection of pile foundation and load tests.
6. Masonry testing and steel inspections.

A proposal was received in the not to exceed amount of \$89,108. Final costs will be determined based on actual time and materials and number of material tests performed per the submitted unit rates.

Council Priorities Served*Expand infrastructure*

These improvements to the WRRF infrastructure will increase the plant capacity at the current bottlenecks of the treatment process during wet weather.

Fiscal Impact

The Geotechnical Testing services, \$89,108, will be funded from the Department's Working Capital Reserves.

Attachments

TTL, Inc. Task Order



624 Grassmere Park, Ste. 14
Nashville, TN 37211
615.331.7770
www.TTLUSA.com

January 27, 2025

Ms. Valerie Smith
Murfreesboro Water Resources Department (MWRD)
300 NW Broad Street
Murfreesboro, Tennessee 37130

**RE: PROPOSED TASK ORDER NO. 17 FOR PROFESSIONAL SERVICES
PURSUANT TO ON-CALL MASTER SERVICES AGREEMENT
Phase 4F – Wet Weather Upgrades
Murfreesboro, Tennessee
TTL Project No. 000240803304.00 – REV1**

Dear Ms. Smith:

Thank you for the opportunity to provide this task order for professional services for the above-referenced project. We have prepared this task order to outline our understanding of the project, proposed scope of services, estimated fees, and schedule. This task order will be performed under the Master Services Agreement between the City of Murfreesboro and TTL.

PROJECT INFORMATION

Project information was provided by Mr. Brent Fowler (Smith Seckman Reid, Inc (SSR)) in several email transmissions. We were provided a link to a Bid Set of drawings and a Bid Set of Contract Documents and Specifications prepared by SSR, dated May 06, 2024. We were also provided a construction schedule prepared by the general contractor, dated November 07, 2024.

The project consists of modifying existing facilities to include new piping of various sizes, relocating existing piping, constructing new concrete pipe structures, divider walls and walkways at filter basins, filter splitter box weir modifications, and various electrical and control panel modifications and upgrades. The project will also include new construction of three deep bed sand filters, two banks of UV disinfection equipment, new UV power distribution centers, and new UV influent flow meter. If the above information is not correct, please contact us so that we can make the necessary modifications to this document.

SCOPE OF SERVICES

Based on the information provided and our experience on similar projects, we propose to provide the following services during construction:

Earthwork Construction:

- Observe and test pipe trench subgrades, bedding, and backfill placement and compaction activities and confirm whether or not the materials were placed and compacted to the project requirements. In general, this will include visual observation of lift thickness for bedding and backfill materials, compaction methods, and/or nuclear density gauge testing, if applicable.

- Perform laboratory classification and standard Proctor compaction testing for soil and mineral aggregate materials used as fill to confirm whether or not they meet the project criteria and as a comparison for in-place density tests.

Asphalt Pavement Testing:

- Observe proofrolling and perform density testing of mineral aggregate base course materials and asphalt pavement layers.

Concrete Construction:

- Observe reinforcing steel prior to concrete placement to evaluate conformance with the specifications in regard to size, grade, spacing, profiles, lap lengths, and coverage.
- Make test specimens and perform field tests on plastic concrete. Tests will include slump, air content, unit weight, and temperature. We will cast six test cylinders (6 in. x 12 in.) using the minimum number of samples chart provided in the project specifications.
- Field curing concrete samples for the first 24 to 48 hours. Upon completion of field curing, the specimens will be transported to our laboratory for final curing and compressive strength testing.

Post-Installed Reinforcement

- Observe the installation of post-installed anchors or reinforcing steel into concrete in accordance with the manufacture's recommendations for the epoxy and the project specific requirements.

We will issue field and testing reports for each site visit. Our project manager will review the field reports and test results before these documents are issued as final documents and will also be available for consultation at your request. The actual scope of services may vary from the proposed scope of services based on the project schedule, budget constraints, and other issues that we do not control. Please keep in mind that our testing is a sampling of the construction materials and does not guarantee the quality of the entire work product. Our representatives will notify you and the contractor of any portions of the work we observe which do not meet the project specifications. We do not have the authority to stop the contractor's work.

We will issue a final special inspection report stamped by a licensed professional engineer at the completion of the project. Our special inspection services are limited to those aspects of the Special Inspection Schedule that are assigned to us. Additionally, we are not the Special Inspector for the entire project, and our services and reports will not address the special inspections of architectural, mechanical, electrical, plumbing, or other systems, if any are required.

We will need to be provided copies of the full construction documents (plans, specifications, and submittals), at the beginning of the project. As project conditions change or are modified by Requests for Information (RFIs), we will need to be copied on the RFIs and responses. Additionally, we are not responsible for the safety of persons other than TTL personnel. Job-site safety is the sole responsibility of the general contractor.

SCHEDULING

A TTL representative will be on-site on a full-time (continuous) and/or part-time (periodic) basis, depending on the activity and level of inspection required. Our on-site representative(s) or Project Manager will be available to communicate with the General Contractor's Project Manager or designated representative to discuss construction schedules. Scheduling of our activities will be the sole responsibility of the contractor. We require at least 24 hours' notice to assist with scheduling our services for periodic observations.

COMPENSATION

Based on our understanding of the scope of work described within this proposal, we recommend a budget for services outlined above and on the appended sheets to be about **\$89,000**. The total compensation under this Task Order will not exceed \$90,000 without prior approval in the form of a signed addendum to this Task Order by both parties. Our fee is based on our experience with similar projects, the assumed work schedule which is shown on the detailed cost estimate included with this proposal, and the construction schedule provided by the general contractor (Reeves-Young). We will provide our services on a time and materials basis. We request that any additional documents related to materials testing and inspections be provided when available so that we may revise our scope and/or estimate, if necessary. Our fees will depend on the quality of the work and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control. We will monitor and keep you apprised of the budget status and items requiring re-inspection. Our estimate does not include project delays and/or re-inspections.

AUTHORIZATION

To formerly authorize our services, please sign in the space below and return the signed task order to Mark Herrmann (mherrmann@ttlusa.com). Unless otherwise requested, TTL will return an electronic copy of the fully executed agreement to the Client's Project Manager. This task order will be performed under the terms and conditions of the Master Services Agreement between the City of Murfreesboro and TTL.

CLOSING

We appreciate the opportunity to provide professional services on this important project. If you have questions, or need additional information, please contact our office at your convenience.

Sincerely,
TTL, Inc.



Daven Rogers
Project Manager



Mark Herrmann, PE
Principal Engineer

Attachments: Construction Testing Estimate
Schedule of Fees

Authorized By:

Client (Signature and Date)

Signed by:

Adam F. Tucker

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Approved as to form
City Attorney

Client: Murfreesboro Water Resources Department
Project Name: Phase 4F - Wet Weather Upgrades
Address: 2032 Blanton Drive
City, State: Murfreesboro, TN
TTL Proposal No.: 24-08-03304.00

TTL
 624 Grassmere Park
 Nashville, TN 37211
 615.331.7770
WWW.TTLUSA.COM

SERVICE	PROJECTED SCHEDULE			UNIT COST	SUBTOTAL	SECTION SUBTOTAL
YARD PIPE	No. Days	hrs/day	Total	Rate	Subtotal	
Pipe Subgrade Review / Pipe Bedding / Pipe Backfill	30	8	240	\$66.00	\$15,840.00	
Concrete Testing / For New Boxes & Tie-Ins	5	8	40	\$66.00	\$2,640.00	
Technician Overtime	30	2	60	\$85.80	\$5,148.00	
Special Inspector (Reinforcement For New Boxes & Tie-Ins)	5	4	20	\$92.00	\$1,840.00	
Project Manager / Engineer Review	40	1	40	\$182.00	\$7,280.00	
PM Support Services	40	0.25	10	\$72.00	\$720.00	
						\$33,468
RIGID / FLEXIBLE PAVEMENTS	No. Days	hrs/day	Total	Rate	Subtotal	
Subgrade Review / Proofrolling	1	4	4	\$66.00	\$264.00	
Monitoring Basestone Placement	1	4	4	\$66.00	\$264.00	
Monitoring & Testing Pavement Placement	1	4	4	\$66.00	\$264.00	
Project Manager / Engineer Review	3	1	3	\$182.00	\$546.00	
PM Support Services	3	0.25	0.75	\$72.00	\$54.00	
						\$1,392
CONCRETE	No. Days	hrs/day	Total	Rate	Subtotal	
New Concrete Filter Walls / Junction Box	11	8	88	\$66.00	\$5,808.00	
UV Disinfection Slab/Walls	8	4	32	\$66.00	\$2,112.00	
Concrete Wall Backfill Observation	5	8	40	\$66.00	\$2,640.00	
Technician Overtime	5	2	10	\$85.80	\$858.00	
Special Inspector (Post Tension / Reinforcement Insp. / etc)	19	4	76	\$92.00	\$6,992.00	
Test Specimen Pick-Up	19	1.5	28.5	\$66.00	\$1,881.00	
Project Manager / Engineer Review	43	1	43	\$182.00	\$7,826.00	
PM Support Services	43	0.25	10.75	\$72.00	\$774.00	
						\$28,891
POST-INSTALLED ANCHOR SYSTEM	No. Days	hrs/day	Total	Rate	Subtotal	
Special Inspector (Drill Observations / Anchor Installation / etc)	12	8	96	\$92.00	\$8,832.00	
Project Manager / Engineer Review	12	1	12	\$182.00	\$2,184.00	
PM Support Services	12	0.25	3	\$72.00	\$216.00	
						\$11,232
MATERIALS / LAB TESTING / ADDITIONAL SERVICES	Number	Units	Total	Rate	Subtotal	
Proctor Density Testing	1	1	1	\$140.00	\$140.00	
Proctor Density Testing w/ Atterberg Limits	1	1	1	\$235.00	\$235.00	
Concrete Specimens (Yard Pipe Boxes/Tie-Ins)	5	6	30	\$15.00	\$450.00	
Concrete Specimens (Slab on Grade, Walls, Etc.)	35	6	210	\$15.00	\$3,150.00	
Progress Meeting / PM Site Visit / Kick-Off Meetings	5	4	20	\$182.00	\$3,640.00	
Special Inspection Letter & Engineer Review	1	8	8	\$217.00	\$1,736.00	
Engineer Site Visits	3	4	12	\$217.00	\$2,604.00	
Engineer Review of Concrete Cylinder Breaks	40	0.25	10	\$217.00	\$2,170.00	
						\$14,125
PROJECT ESTIMATE / BUDGET					\$89,108	

Note: This is a good faith estimate based on our understanding of the project. The actual schedule may vary and billing will be based on the unit rates shown on the attached fee schedule for actual hours worked.



Schedule of Fees (Labor)

Project Technician IV	\$ 66.00 / hr
Senior Project Technician II.....	\$ 92.00 / hr
NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....	\$ 115.00 / hr
Project Manager V	\$ 182.00 / hr
Senior Project Professional II	\$ 217.00 / hr
Project Administrator II	\$ 72.00 / hr

Technician rates to be multiplied by 1.3 for time in excess of 8 hours per day, and all hours on Saturdays, Sundays, and Holidays.

Direct ExpensesCost + 15%

No Items.

COUNCIL COMMUNICATION

Meeting Date: 02/06/2025

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
Saibaba 2024 Inc	Kwik Sak 618	1630 Bradyville Pike	Off-Premises	Gas Station	Ownership Change

Background Information

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

Council Priorities Served

Maintain public safety

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

Attachments

Summaries of Request

Beer Application

Summary of information from the beer application:

Name of Business Entity/Sole Proprietor	Saibaba 2024 Inc
Name of Business	Kwik Sak 618
Business Location	1630 Bradyville Pike
Type of Business	Gas Station
Type of Permit Applied For	Off-premises

Type of Application:

New Location	<input type="checkbox"/>
Ownership Change	<input checked="" type="checkbox"/>
Name Change	<input type="checkbox"/>
Permit Type Change	<input type="checkbox"/>
Corporation	<input checked="" type="checkbox"/>
Partnership	<input type="checkbox"/>
LLC	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>

5% or more Ownership

Name	Rachana Patel
Age	52
Residency City/State	Murfreesboro, TN
Race/Sex	Asian/F
Background Check Findings	
City of Murfreesboro:	No indication of any record that may preclude the applicant for consideration.
TBI/FBI:	No indication of any record that may preclude the applicant for consideration.

Application Completed Properly?	Yes
--	-----

Occupancy Application Approved?	No
--	----

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

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

No Items.

